# APPENDIX A

## Requestor Information

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through April 22, 2020.

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Selected Entity Name: REDFERN FRP LLC

Selected Entity Status Information

| | |
|---|---|
| **Current Entity Name:** | REDFERN FRP LLC |
| **DOS ID #:** | 4952133 |
| **Initial DOS Filing Date:** | MAY 24, 2016 |
| **County:** | NEW YORK |
| **Jurisdiction:** | NEW YORK |
| **Entity Type:** | DOMESTIC LIMITED LIABILITY COMPANY |
| **Current Entity Status:** | ACTIVE |

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

C/O HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NEW YORK, 10010

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

| # of Shares | Type of Stock | $ Value per Share |
|---|---|---|

No Information Available

*Stock information is applicable to domestic business corporations.

**Name History**

| Filing Date | Name Type | Entity Name |
|---|---|---|
| MAY 24, 2016 | Actual | REDFERN FRP LLC |

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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**GROUND LEASE**

**by and between**

**MOTT CENTER, LLC,**

**Landlord**

**and**

**REDFERN FRP LLC,**

**Tenant**

Premises

Tax Map Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128, and 130,
Far Rockaway, New York

Dated as of June 12, 2018

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GROUND LEASE

THIS GROUND LEASE (this "Lease"), made as of the 12th day of June, 2018 (the "Effective Date") by and between MOTT CENTER, LLC, a New York limited liability company, having an address at c/o Estate of Rita Stark, 198-10 Jamaica Avenue, Hollis, New York 11423, as landlord ("Landlord"), and REDFERN FRP LLC, a New York limited liability company, having an address at c/o Phipps Houses, 902 Broadway, 13th Floor, New York, New York 10010, as tenant ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord owns that certain real property located in Far Rockaway, New York, and identified on the New York City Tax Map for the Borough of Queens as Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130, which real property is more particularly described on Exhibit 1.1 attached hereto (the "Land"); and

WHEREAS, Tenant intends to convey to Landlord certain real property located in Far Rockaway, New York, more particularly described on Exhibit 1.2 attached hereto (the "Tenant's Land") and the term "Land" shall include Tenant's Land from and after the date of such conveyance; and

WHEREAS, Landlord and Rockaway Village Housing Development Fund Corporation entered into a Lease Termination Agreement dated January 17, 2018 ("Lease Termination Agreement"), a copy of which is annexed hereto as Exhibit 1.3(a), that required Landlord to give certain tenants notices to vacate their respective premises in the Building (as such term is hereinafter defined);

WHEREAS, Landlord and Tenant entered into an Access Agreement dated November 14, 2017 ("Access Agreement"), a copy of which is annexed hereto as Exhibit 1.3(b), that permits Tenant to enter upon and make certain inspections of the Land;

WHEREAS, Landlord is willing to lease the Premises (as hereinafter defined) to Tenant and Tenant is willing to lease the Premises from Landlord, upon the terms, covenants and conditions set forth in this Lease; and

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

## ARTICLE 1

## DEFINITIONS

For all purposes of this Lease and all agreements supplemental hereto the terms defined in this Article shall have the following meanings.

"Access Agreement" has the meaning set forth in the recitals to this Lease.

"Accounting Principles" means the then current generally accepted accounting principles.

"ADA" means The Americans with Disabilities Act of 1990, as amended.

"Affiliate" means an entity which controls, is controlled by or is under common control with a Person.

"Allocated Parking" shall mean 134 valet parking spaces, calculated at 1 parking space per 750 square feet of Retail Space, located in the parking garage that, upon condominium conversion shall be the Retail Parking Unit, for the exclusive use of the Landlord, retail unit owners, Retail Subtenants and their customers. With respect to the Phase 1 Premises, the Allocated Parking shall be located within the parking area in the parking garage in the location closest to the entrance to the Retail Space as shown on Exhibit 1.4 annexed hereto. In addition to the Allocated Parking, the Phase 1 Building is expected to include approximately 161 spaces of parking which will be appurtenant to the Residential Space (the "Residential Parking"). Notwithstanding anything to the contrary in this Lease (and the Required Condominium Documents shall so provide): (i) the Allocated Parking will be leased and/or operated by an entity and on such terms as determined by the Landlord in its sole and absolute discretion and the Residential Parking will be leased and/or operated by an entity and on such terms as determined by the Tenant in its sole and absolute discretion; (ii) Landlord shall be responsible, from and after the Delivery Date, for the payment of all costs of maintenance, operation, repair (whether capital or otherwise) and replacements relating to the Allocated Parking and Tenant shall be responsible for the payment of all costs of maintenance, operation, repair (whether capital or otherwise) and replacements relating to the Residential Parking; (iii) Landlord shall be entitled to retain all net income generated by the Allocated Parking and Tenant hall be entitled to retain all net income generated by the Residential Parking. Prior to the opening of the garage containing the Allocated Parking and Residential Parking, Landlord and Tenant will jointly solicit bids from experienced parking garage operators for the management and/or leasing of the Allocated Parking and Residential Parking. Landlord and Tenant shall each have the right to reject any bid and enter into a separate agreement with an operator of its choice for the Allocated Parking (as to Landlord) and the Residential Parking (as to Tenant). If Landlord and Tenant chose different operators, all agreement with parking operators and/or parking lessees will state that the operators/lessees are to reasonably cooperate with each other and to utilize and operate the Allocated Parking and Residential Parking in accordance with the Required Condominium Documents (including, without limitation, with respect to the Parking Limited Common Elements, as that term is defined in the Required Condominium Documents).

"Assignee" means an assignee under an Assignment.

"Assignment" means the sale, exchange, assignment or other disposition of all or any portion of Tenant's interest in this Lease or the leasehold estate created hereby, whether by operation of law or otherwise.

"Base Rent" shall have the meaning given in Section 3.2 hereof.

"Blocked Person" means any Person listed by the Treasury's OFAC on the so-called "Specially Designated Nationals and Blocked Persons" list or any other list of blocked

persons published by OFAC, as any or all of the such list(s) may be updated, amended, modified or supplemented from time to time.

"Building" means the buildings (including footings and foundations), Equipment (as hereinafter defined), and other improvements and appurtenances of every kind and description now existing or hereafter erected, constructed, or placed upon the Land including, without limitation, Capital Improvements (as hereinafter defined), and any and all alterations and replacements thereof, additions thereto and substitutions therefor; provided, that the Building is of the same or greater value than the value of the Building as of the Effective Date.

"Business Days" means all days except Saturdays, Sundays, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas and any other days which shall be observed by the federal or state governments as legal holidays.

"Capital Improvement" means a change, alteration or addition to the Premises or any portion thereof, other than the Restoration or Construction of the Building, which, under Accounting Principles, constitutes a capital expenditure, but does not include the installation, alteration or replacement of fixtures, furniture, equipment or any interior non-structural work.

"City" shall mean the City of New York, New York.

"Claims" shall mean any and all claims, actions, judgments, damages, liabilities, obligations, losses, demands, penalties, fines, settlements and expenses (including, without limitation, reasonable legal fees and expenses and costs of investigation, remediation or other response action) of any kind and nature and however caused, whether known or unknown, contingent or otherwise.

"Commencement Date" has the meaning provided in Section 2.2(a) and, in the event that Landlord and Tenant enter into a Phase 1 Replacement Lease, Phase 2 Replacement Lease, Phase 3 Replacement Lease and/or Phase 4 Replacement Lease, then Commencement Date shall have the meaning provided in Section 2.2(a) as adapted to apply to the applicable Phase of the Project.

"Commencement Date Agreement" means an agreement between Landlord and Tenant in the form annexed hereto as Exhibit 1.5 setting forth the Commencement Date and other key dates in this Lease.

"Completion Guarantor" means Phipps RV CG LLC, an Affiliate of Tenant, that (i) shall provide the construction completion guaranty to Tenant's construction lender in connection with the Construction of the Building, (ii) has a net worth throughout the term of the Project Completion Guaranty computed in accordance with generally accepted accounting principles not less than the greater of (A) the amount required by Tenant's construction lender and (B) $5,000,000, except, with respect to (A) and (B), to the extent diminished as a result of any payment pursuant to the Project Completion Guaranty or pursuant to any guaranty or indemnification in favor of any of Tenant's Mortgagees or Tenant's investor member/limited partner.

"Condemnation Authority" means the condemnation court or condemnation commissioner or other body authorized to make an award in condemnation.

"Condemnation Proceeds" means the award or awards for a taking made to Landlord and Tenant, and any other Persons claiming by, through or under any of them, in respect of such taking (other than any separate awards made to Subtenants for loss of trade fixtures and/or relocation expenses) after first deducting the reasonable cost of the determination of the amount thereof and collection thereof incurred by Landlord and Tenant.

"Condemnation Restoration" means the restoration of the Premises after a taking of less than all or Substantially All of the Premises to restore the remaining part of the Premises not taken, so that the same shall be complete, rentable, self-contained architectural units and, to the extent practicable, of a size and condition substantially similar to the size and condition of, and having a character similar to the character of, the Premises existing immediately prior to such taking, in good condition and repair.

"Construction Aids" means any scaffolding, sidewalk bridge or other construction aid that obstructs all or a portion of the Retail Space.

"Construction of the Building" means the abatement and demolition of existing improvements, renovation, work and construction on and to the Land and Building for the completion of the Project substantially in accordance with the Final Plans and Specifications.

"Construction of the Phase 1 Building" means the abatement and demolition of existing improvements, renovation, work and construction on and to the Phase 1 Land and Phase 1 Building for the completion of Phase 1 of the Project substantially in accordance with the Final Plans and Specifications.

"Construction of the Phase 2 Building" means the abatement and demolition of existing improvements, if any, renovation, work and construction on and to the Phase 2 Land and Phase 2 Building for the completion of Phase 2 of the Project substantially in accordance with the Final Plans and Specifications.

"Construction of the Phase 3 Building" means the abatement and demolition of existing improvements, if any, renovation, work and construction on and to the Phase 3 Land and Phase 3 Building for the completion of Phase 3 of the Project substantially in accordance with the Final Plans and Specifications.

"Construction of the Phase 4 Building" means the abatement and demolition of existing improvements, if any, renovation, work and construction on and to the Phase 4 Land and Phase 4 Building for the completion of Phase 4 of the Project substantially in accordance with the Final Plans and Specifications.

"Construction Schedule for Phase 1" means the schedule attached hereto as Exhibit 1.6.1 regarding the Construction of the Phase 1 Building, which schedule has been agreed to as of the date hereof between Landlord and Tenant.

"Construction Schedule for Phase 2" means the schedule attached hereto as Exhibit 1.6.2 regarding the Construction of the Phase 2 Building, which schedule has been agreed to as of the date hereof between Landlord and Tenant.

"Construction Schedule for Phase 3" means the schedule attached hereto as Exhibit 1.6.3 regarding the Construction of the Phase 3 Building, which schedule has been agreed to as of the date hereof between Landlord and Tenant.

"Construction Schedule for Phase 4" means the schedule attached hereto as Exhibit 1.6.4 regarding the Construction of the Phase 4 Building, which schedule has been agreed to as of the date hereof between Landlord and Tenant.

"Construction Work" means any work performed under this Lease including, without limitation, Construction of the Building, the Project, a Restoration, or a Capital Improvement.

"Continuing Lease Income" means rental income and other occupancy fees collectible from any of the tenants and/or occupants under the Continuing Leases, all rental and other occupancy fees paid by Retail Subtenants under the Continuing Leases, excluding amounts paid for or on account of Impositions, utilities or other items typically characterized as "additional rent" in a commercial lease.

"Continuing Leases" shall mean, collectively, (i) the Urban Fresh Corp. Lease, and (ii) the Dunkin Donuts Lease.

"Continuing Tenants" means the tenants under the Continuing Leases.

"Control" mean the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute, according to the provisions of a contract, or otherwise.

"Cost of Living Index" means the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York, New York-Northeastern New Jersey Area (1982-84=100), or any successor index thereto, appropriately adjusted; provided, that if there shall be no successor index, a substitute index shall be reasonably selected by Landlord.

"Date of Taking" means the earlier of (A) the date on which actual possession of all or Substantially All of the Premises, or any part thereof, as the case may be, is acquired by any lawful power or authority pursuant to the provisions of applicable law or (B) the date on which title to all or Substantially All of the Premises, or any part thereof, as the case may be, has vested in any lawful power or authority pursuant to the provisions of applicable law.

"Default" means any condition or event, or failure of any condition or event to occur, which constitutes or would, after notice or the lapse of time or both, constitute an Event of Default (as hereinafter defined).

"Delivery Date" means the date that the Construction of the Building, Retail Space (as defined below), the Allocated Parking, and the parking garage in which the Allocated Parking is located have been Substantially Completed (as defined below) with legal access thereto, the Required Condominium has been formed, and the Retail Space is free from construction related liens (including, for the avoidance of doubt, the Regulatory Agreement (other than the Brownfield Easement and the DCP Restrictive Covenant) permitted in accordance with the terms hereof) and in such condition as otherwise expressly set forth in this Lease, provided, however, in the event that the parties enter into a Replacement Lease, then the "Delivery Date" shall mean the Delivery Date for the Construction of the Building, Retail Space, Allocated Parking and parking garage in which the Allocated Parking is located in the Phase that is the subject of such Replacement Lease. Upon the occurrence of the Delivery Date, and simultaneously therewith: (i) Landlord and Tenant's Affiliate shall execute and deliver the Residential Replacement Lease (for the Phase 1 Project and the Phase 4 Project only); (ii) Landlord and Tenant's Affiliate shall execute and deliver a termination of the Phase 1 Replacement Lease or Phase 4 Replacement Lease, as applicable (for the Phase 1 Project and the Phase 4 Project only); (iii) Landlord and Tenant shall execute and deliver the applicable Residential Replacement Lease Memorandum (for the Phase 1 Project and Phase 4 Project only); (iv) Landlord and Tenant shall execute and deliver the Replacement Lease Memorandum Termination (for the Phase 1 Project and Phase 4 Project only); (v) Tenant shall assign to Landlord and Landlord shall assume from Tenant the Tenant's interest in the Continuing Leases pursuant to assignment and assumption agreements substantially similar to those attached hereto as Exhibit 2.1(a)(ii) and Exhibit 2.1(b)(ii); and (vi) if Tenant shall have given notice of its exercise of the Purchase Option or Landlord shall have given notice of its exercise of its Put Option and the conditions to such exercise set forth in Section 11.2 shall have been satisfied, Landlord shall execute and deliver to Tenant the Purchase Option Deeds for the applicable Tenant Units (as defined in Section 11.2) and the Transfer Tax Forms relating thereto. For the avoidance of doubt, if the Purchase Option or Put Option have been exercised and the Purchase Option Deeds delivered as aforesaid, then only items (ii) and (iv) above (in addition to the Purchase Option Deeds) shall be delivered on the Delivery Date.

"Dunkin Donuts Lease" means that certain Shopping Center Lease Agreement dated October 30, 2013 between Landlord and Mott Ave. Donuts LLC, as amended by a First Amendment to Lease dated March 20, 2014 between Landlord and Mott Ave. Donuts LLC, and as further amended by a Second Amendment to Lease dated April 23, 2018.

"Effective Date" has the meaning provided in the Preamble of this Lease.

"Effective Date Deposit" means the sum of $1,250,000, as Tenant's first payment due Urban Fresh Corp. pursuant to Section 12.1 hereof.

"Environmental Laws" shall mean any and all Federal, state or local law, regulation, judicial decision, rule, order, decree, injunction, permit or governmental restriction, whether now or hereafter in effect, relating to the environment, the effect of the environment on human health or pollutants, wastes, contaminants or hazardous substances or materials, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material or the protection of the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended

(42 U.S.C. Sections 6901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto.

"Equipment" means all furniture, fixtures, equipment and personal property incorporated in or attached to or used or usable in the operation of the Premises and shall include, but shall not be limited to, all base building systems of the Building, machinery, apparatus, devices, motors, engines, dynamos, compressors, pumps, boilers and burners, heating, lighting, plumbing, ventilating, air cooling and air conditioning equipment; chutes, ducts, pipes, tanks, fittings, conduits and wiring; incinerating equipment; elevators, escalators and hoists; partitions, doors, cabinets, hardware; floor, wall and ceiling coverings; washroom, toilet and lavatory equipment; lobby, room and other public area decorations; windows, window washing hoists and equipment; communication equipment; and all additions or replacements thereof, excluding, however, any personal property, equipment and trade equipment which is owned by Subtenants or contractors engaged in maintaining same.

"Escrow Account" means an interest bearing account of Escrow Agent into which the Effective Date Deposit shall be deposited in accordance with the Escrow Agreement.

"Escrow Agent" means the Title Company in its capacity as escrow agent.

"Escrow Agreement" means the escrow agreement to be executed and delivered on the Effective Date among Landlord, Tenant and the Escrow Agent.

"Estimated Restoration Period" means an estimate, prepared by a certified architect selected by Tenant and reasonably approved by Landlord, of the time reasonably required to cause Construction Work for Casualty Restoration to be Substantially Complete.

"Executive Order 13224" means Executive Order Number 13224, "Blocking Property Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism," at 66 Fed. Reg. 49079 (Sept. 23, 2001), as the same may be amended from time to time.

"Expiration Date" means the Fixed Expiration Date as such Fixed Expiration Date may be extended as provided for herein, or on such earlier date upon which this Lease may be terminated as hereinafter provided.

"Expiration of the Term" means either the Expiration Date or Fixed Expiration Date (as hereinafter defined), whichever shall be applicable.

"Fee Mortgage" means a mortgage on the Landlord's fee interest in the Premises that (i) is held by a Mortgagee which is an Institutional Lender at the time (x) the Mortgage is recorded or (y) the Mortgage is assigned, (ii) a photostatic copy of which has been delivered to Tenant and the board of managers pursuant to the Required Condominium Documents, if any, and (iii) is or will be recorded in the Land Records.

"Fee Mortgagee" means the holder of a Fee Mortgage, provided, however, that if, and for so long as, the interest of the holder of such Fee Mortgage in the Fee Mortgage shall be assigned as collateral security for a loan to or other obligations of such an assignor, then, at the written election of such collateral assignee, the collateral assignee shall be deemed a "Fee

Mortgagee" (in lieu of such assignor) and entitled to all of the rights and benefits of a Fee Mortgagee hereunder.

"Final Plans and Specifications" means the 100% construction drawings to be prepared by Tenant's architect for Construction of the Building. A list of such drawings for each Phase will be included in the applicable Replacement Lease for each Phase.

"Fixed Expiration Date" means 11:59:59 PM on the day which immediately precedes the ninety-ninth ($99^{th}$) anniversary of the Commencement Date.

"Governmental Authority or Authorities" means the United States of America, the State of New York, the City and any agency, department, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises or any portion thereof or any street, road, avenue or sidewalk comprising a part of, or in front of, the Premises, or any vault in or under the Premises.

"Hazardous Materials" means any and all pollutants, contaminants, wastes, chemicals or toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substances, wastes and materials regulated by Environmental Laws, including, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related material as any of the foregoing are defined in or are subject to any Environmental Laws, including without limitation asbestos, asbestos-containing materials and polychlorinated biphenyls (PCBs).

"Imposition" or "Impositions" means: (i) real property general and special assessments (including, without limitation, any special assessments for or imposed by any business improvement district or any special assessment district), provided that if any such assessment shall be for Capital Improvements, and such amount may be payable in installments, then the cost thereof shall be amortized in accordance with such allowable installments and Tenant's liability shall be for the amortized portion of such assessment for the remaining portion of the Term, (ii) personal property taxes, (iii) occupancy and rent taxes, (iv) water, water meter and sewer rents, rates and charges, (v) excises, (vi) levies, (vii) transfer taxes, other than transfer taxes arising from (A) a sale of the fee interest or any portion thereof in the Premises or Retail Unit by Landlord, or (B) any transfer of a direct or indirect ownership interest in Landlord at any tier to any party other than Tenant or an Affiliate of Tenant, (viii) license and permit fees (excluding those payable as additional rent by Retail Subtenants or payable by tenants under the Continuing Leases), (ix) service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply, (x) any other governmental levies for rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind whatsoever, and (xi) any fines, penalties and other similar governmental charges applicable to the foregoing together with any interest or costs with respect to the foregoing arising out of Tenant's failure to pay such Imposition.

"Institutional Lender" means a savings bank, a savings and loan association, a commercial bank or trust company, an insurance company organized and existing under the laws of the United States or any state thereof (or trusts established by any such insurance company) or any other corporation or organization subject to supervision and regulation by the insurance or banking departments (or any successor department or departments hereafter exercising the same

functions as said departments) of any state of the United States or the United States Treasury, an educational institution, a federal, state, municipal, corporate, union or similar employees' welfare, benefit, pension or retirement fund or system, a religious, charitable or educational institution, an investment banking firm or other financial institution, a real estate investment trust, an opportunity, private equity or hedge fund, real estate company, an institution that qualifies as a REMIC under the Internal Revenue Code of 1986, as amended, or any governmental agency, public benefit corporation, corporate governmental agency constituting a public benefit corporation, or entity insured by a governmental agency or any combination of Institutional Lenders (any of the foregoing, whether acting individually or in a fiduciary or representative capacity, including, without limitation, as a trustee or agent under a mortgage, indenture, loan agreement or other document, for one or more persons who may not be an Institutional Lender provided the participating Person is not a Blocked Person), provided that in no event shall such Institutional Lender be an Affiliate of Phipps Houses, Tenant or any participant in the development of the Premises, and provided further that any such entity, other than an agency or instrumentality of the United States, New York State, or New York City governments, shall have capital and surplus of no less than One Hundred Million Dollars ($100,000,000).

"Land" has the meaning set forth in the recitals to this Lease.

"Land Records" shall mean the real property records of Queens County, New York.

"Landlord" means shall have the meaning set forth in the preamble to this Lease, provided, however, that if Landlord or any successor to its interest hereunder transfers or assigns its interest in the Land and Building or its interest under this Lease, then from and after the date of such assignment or transfer, the term "Landlord" shall mean the assignee or transferee and the assignor or transferor shall be and hereby is entirely freed and relieved of all agreements, covenants and obligations of Landlord hereunder to be performed on or after the date of such transfer or assignment (but, for the avoidance of doubt, shall remain liable for all agreements, covenants and obligations of Landlord hereunder that have accrued prior to such date) and it shall be deemed and construed without further agreement between the parties or their successors in interest that the transferee or assignee under such transfer or assignment has assumed and agreed to carry out any and all agreements, covenants and obligations of Landlord hereunder to be performed from and after the date of such assignment or transfer.

"Landlord Indemnitees" means Landlord and its officers, directors, employees, members, contractors, subtenants, invitees, agents and servants, and from the date of formation of the Required Condominium until the Delivery Date, the board of managers of the Required Condominium.

"Late Charge Rate" means (i) in the case of Tenant's failure to pay Impositions, the rate of interest charged from time to time by the City for delinquent Impositions, and (ii) in all other cases, the Prime Rate (as hereinafter defined) plus one percent (1%) per annum, or where Landlord has incurred costs in curing an Event of Default of Tenant, in which case the Late Charge Rate shall mean the Prime Rate plus five percent (5%) per annum, provided,

however, that the Late Charge Rate shall not exceed the maximum annual rate of interest which then lawfully may be charged to Tenant or by Landlord, as the case may be.

"Lease" means this Ground Lease and all exhibits hereto and all amendments, modifications and supplements hereof.

"Lease Termination Agreement" has the meaning set forth in the recitals to this Lease.

"Lease Year" means the twelve-month period beginning on the first day of the calendar month in which the Rent Commencement Date occurs and each succeeding twelve-month period during the Term (as hereinafter defined).

"Liquid Assets" shall mean liquid assets in the form of cash, readily marketable securities traded on a national exchange or on the National Association of Securities Dealers Automatic Quotations (NASDAQ), and obligations of the United States of America, or guaranteed by the United States of America, in each case having a term of six (6) months or less, corporate debt securities traded on a national exchange.

"Memorandum" means a memorandum of this Lease for recording in the Land Records in the form annexed hereto as Exhibit 1.9, which Memorandum shall include the restrictions on use of Tenant's retail space set forth in Section 9.3(b).

"Mortgage" means any mortgage or deed of trust entered into in compliance with the terms of this Lease that constitutes a lien on Tenant's interest in this Lease and the leasehold estate created hereby and/or the Subleases and rental thereunder, including, without limitation, any Mortgage which secures the takeout financing for the initial construction financing, as the same may from time to time be amended, consolidated, extended, modified, refinanced, replaced, and/or restated so long as provided by an Institutional Lender; provided, however, under no circumstances shall the Mortgage violate the provisions of Section 9.6(b), or encumber, create a lien on or security interest in the estates of Landlord and income to Landlord described in Section 10.1(a).

"Mortgagee" means an Institutional Lender that is the holder of a Mortgage, provided, however, that if, and for so long as, the interest of the Institutional Lender that is the holder of such Mortgage in the Mortgage shall be assigned as collateral security for a loan to or other obligations of such an assignor, then, at the written election of such collateral assignee, the collateral assignee that is an Institutional Lender shall be deemed a "Mortgagee" (in lieu of such assignor) and entitled to all of the rights and benefits of a Mortgagee hereunder. In addition, any Institutional Lender providing credit enhancement or a funding or so called "back to back" loan to a Mortgagee (a "Credit Enhancer") shall be deemed a "Mortgagee".

"Non-Retail Sublease(s)" means all Subleases other than the Retail Subleases and Subleases for retail or commercial use.

"Non-Retail Subtenant(s)" means all Subtenants other than Retail Subtenants and Subtenants using space for retail or commercial use.

"OFAC" means the United States Treasury Department's Office of Foreign Assets Control.

"Outside Commencement Date" means December 31, 2018.

"Person" means an individual, entity, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association; any Federal, State, County or municipal government, or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Phase 1 Building" means the Building now existing or hereafter erected, constructed, or placed upon the Phase 1 Land.

"Phase 1 Closing" means the occurrence of the Commencement Date under the Phase 1 Replacement Lease, upon the satisfaction of each of the Commencement Conditions with respect to the Phase 1 Replacement Lease.

"Phase 1 Delivery Date" means the Delivery Date for the Phase 1 Retail Space.

"Phase 1 Premises" means the Phase 1 Premises depicted on Exhibit 1.10. hereto.

"Phase 1 Project" means the construction of new Buildings on the Phase 1 Premises pursuant to the Phase 1 Plans and Specifications and pursuant to the terms of Article 12 hereof."

"Phase 1 Rent Commencement Date" means with respect to the Phase 1 Project, the date which is sixty (60) months after the Commencement Date under the Phase 1 Replacement Lease.

"Phase 1 Replacement Lease" means a ground lease to be entered into between Landlord and an Affiliate of Tenant on the terms and conditions set forth in Section 2.3(c) and other sections of this Lease, at the request of Tenant to sever the Phase 1 Premises from the Premises and to enter into a replacement lease solely to cover the Phase 1 Premises.

"Phase 1 Residential Condominium Units" means the condominium units identified as Unit 1, Unit 2, Unit 4, Unit 5, and Unit 9 in the Required Condominium Documents for the Phase 1 Project.

"Phase 1 Residential Replacement Lease" means a lease to be entered into between Landlord and an Affiliate of Tenant simultaneously with the Phase 1 Delivery Date on the terms and conditions set forth in Section 2.3(d) which will replace the Phase 1 Replacement Lease and demise solely the Phase 1 Residential Condominium Units to an Affiliate of Tenant.

"Phase 1 Residential Space" means the approximately 693,974 square feet of residential space in the Phase 1 Building.

"Phase 1 Retail Space" means the portion of the Retail Space, containing approximately 91,049 square feet of Retail Space (including 400 square feet of kiosk space), inclusive of the kiosk in the plaza adjacent to the Phase 1 Retail Space, of which not less than 70,220 square feet of Retail Space is located at grade (including 400 square feet of kiosk space) and not more than 20,829 square feet of Retail Space is located on the second floor, that is constructed as part of the Phase 1 Project.

"Phase 1 Substantial Completion" means Substantial Completion of (i) the Phase 1 Building; (ii) the Phase 1 Retail Space that shall satisfy the White Box Conditions, and (iii) Allocated Parking.

"Phase 2 Building" means the Building now existing or hereafter erected, constructed, or placed upon the Phase 2 Land.

"Phase 2 Closing" means the occurrence of the Commencement Date under the Phase 2 Replacement Lease, upon the satisfaction of each of the Commencement Conditions with respect to the Phase 2 Replacement Lease.

"Phase 2 Premises" means the Phase 2 Premises depicted on Exhibit 1.10. hereto.

"Phase 2 Project" means the construction of new Buildings on the Phase 2 Premises pursuant to the Phase 2 Plans and Specifications and pursuant to the terms of Article 12 hereof.

"Phase 2 Replacement Lease" means a ground lease to be entered into between Landlord and an Affiliate of Tenant on the terms and conditions set forth in Section 2.3(c) and other sections of this Lease, at the request of Tenant to sever the Phase 2 Premises from the Premises and to enter into a replacement lease solely to cover the Phase 2 Premises.

"Phase 2 Residential Condominium Units" means all of the condominium units to be located in the Phase 2 Project.

"Phase 2 Residential Space" means the residential space in the Phase 2 Building.

"Phase 3 Building" means the Building now existing or hereafter erected, constructed, or placed upon the Phase 3 Land.

"Phase 3 Closing" means the occurrence of the Commencement Date under the Phase 3 Replacement Lease, upon the satisfaction of each of the Commencement Conditions with respect to the Phase 3 Replacement Lease.

"Phase 3 Premises" means the Phase 3 Premises depicted on Exhibit 1.10 hereto.

"Phase 3 Project" means the construction of new Buildings on the Phase 3 Premises pursuant to the Phase 3 Plans and Specifications pursuant to the terms of Article 12 hereof.

"Phase 3 Replacement Lease" means a ground lease to be entered into between Landlord and an Affiliate of Tenant on the terms and conditions set forth in Section 2.3(c) of this Lease, at the request of Tenant to sever the Phase 3 Premises from the Premises and to enter into a replacement lease solely to cover the Phase 3 Premises.

"Phase 3 Residential Condominium Units" means all of the condominium units to be located in the Phase 3 Project.

"Phase 3 Residential Space" means the residential space in the Phase 3 Building.

"Phase 4 Building" means the Building now existing or hereafter erected, constructed, or placed upon the Phase 4 Land.

"Phase 4 Closing" means the occurrence of the Commencement Date under the Phase 4 Replacement Lease, upon the satisfaction of each of the Commencement Conditions with respect to the Phase 4 Replacement Lease.

"Phase 4 Delivery Date" means the Delivery Date for the Phase 4 Retail Space.

"Phase 4 Premises" means the Phase 4 Premises depicted on Exhibit 1.10 hereto.

"Phase 4 Project" means the construction of new Buildings on the Phase 4 Premises pursuant to the Phase 4 Plans and Specifications pursuant to the terms of Article 12 hereof. Notwithstanding references herein to the "Phase 4 Project", the "Phase 4 Premises", and the like, Landlord and Tenant hereby acknowledge that the overall Project may contain three or four phases and that the determination as to such phasing shall be made by Tenant in its sole discretion.

"Phase 4 Rent Commencement Date" means with respect to the Phase 4 Project, the date which is sixty (60) months after the Commencement Date under the Phase 4 Replacement Lease.

"Phase 4 Replacement Lease" means a ground lease to be entered into between Landlord and an Affiliate of Tenant on the terms and conditions set forth in Section 2.3(c) of this Lease, at the request of Tenant to sever the Phase 4 Premises from the Premises and to enter into a replacement lease solely to cover the Phase 4 Premises.

"Phase 4 Residential Condominium Units" means all of the condominium units to be located in the Phase 4 Project other than those condominium units containing the Phase 4 Retail Space.

"Phase 4 Residential Replacement Lease" means a lease to be entered into between Landlord and an Affiliate of Tenant simultaneously with the Phase Delivery Date on the terms and conditions set forth in Section 2.3(d) which will replace the Phase 4 Replacement Lease and demise solely the Phase 4 Residential Condominium Units to an Affiliate of Tenant.

"Phase 4 Residential Space" means the residential space in the Phase 4 Building.

"Phase 4 Retail Space" means the portion of the Retail Space, containing approximately 8,776 square feet of Retail Space all of which is located at grade, that is constructed as part of the Phase 4 Project.

"Phase 4 Substantial Completion" means Substantial Completion of (i) the Phase 4 Building, and (ii) the Phase 4 Retail Space that shall satisfy the White Box Conditions.

"Plans and Specifications" means the 100% design drawings prepared by Tenant's architect for Construction of the Phase 1 Building only, including the kiosk in the plaza. Annexed hereto as Exhibit 1.7 is a list of such drawings prepared to date (and for each successive Phase, a list will be included in the applicable Replacement Lease for such Phase). Annexed as Exhibit 1.8 is the site plans depicting the location of the Retail Space for the Phase 1 Project and the Phase 4 Project. The Plans and Specifications for the Retail Facilities have been approved by Landlord on the date hereof and Landlord has confirmed on the date hereof that it has no objection to the Plans and Specifications for the balance of the Building.

"Pre-Commencement Date Period" means the period from and after the Effective Date to the Commencement Date.

"Premises" means the Land and Building, provided, however, if Landlord and Tenant sever the Phase 1 Premises, Phase 2 Premises, Phase 3 Premises and/or the Phase 4 Premises from the Premises and enter into the Phase 1 Replacement Lease, Phase 2 Replacement Lease, Phase 3 Replacement Lease, and/or the Phase 4 Replacement Lease, then "Premises" shall mean and the Land and Building remaining after each such severance.

"Prime Rate" means the prime rate of interest as published from time to time in *The Wall Street Journal* or if no longer published therein, in such other nationally recognized publication or financial news source, as the same may be published from time to time.

"Project" means the demolition of the existing Buildings and construction of new Buildings pursuant to the Plans and Specifications pursuant to the terms of Article 12 hereof.

"Project Completion Guaranty" means a completion guaranty by Completion Guarantor for the benefit of Landlord which will be executed and delivered at the Closing of each Phase with respect to completion of such Phase of the Project and the payment of certain other amounts set forth therein, which shall be in substantially in the form annexed hereto as Exhibit 1.15.

"Purchase Option" means the right of Tenant to purchase the Premises (or the applicable Phase) pursuant to Article 11 of this Lease.

"Purchase Option Expiration Date" means the expiration of the Term.

"Put Option" means the right of Landlord to sell the Premises (or the applicable Phase) to Tenant pursuant to Article 11 of this Lease.

"Put Option Expiration Date" means the expiration of the Term.

"Recognized Mortgage" means a Mortgage (i) that is held by a Mortgagee which is an Institutional Lender at the time (x) that is recorded or (y) that is assigned, (ii) a photostatic copy of which has been delivered to Landlord, and (iii) which is or will be recorded in the Land Records.

"Recognized Mortgagee" means any Credit Enhancer and any holder of a Recognized Mortgage.

"Regulatory Agreement" means collectively: (i) a Regulatory Agreement to be entered into on or about the Commencement Date by and among certain Affiliates of Tenant, the New York City Housing Development Corporation ("HDC"), and the City of New York acting by and through its Department of Housing Preservation and Development ("HPD") and executed by Landlord; (ii) a Regulatory Agreement to be entered into on or about the Commencement Date by and among certain Affiliates of Tenant and the City of New York acting by and through its Department of Housing Preservation and Development and executed by Landlord (the "Article XI Agreement"); (iii) a Mandatory Inclusionary Housing Restrictive Declaration to be entered into on or about the Commencement Date by and among certain Affiliates of Tenant and the City of New York acting by and through its Department of Housing Preservation and Development and executed by Landlord (the "MIH Agreement"); (iv) a certain Environmental Easement to be entered into after the Commencement Date and prior to the Delivery Date by and among certain Affiliates of Tenant and the New York State Department of Environmental Conservation and executed by Landlord (the "Brownfield Easement"); and (v) that certain Restrictive Declaration by and among certain Affiliates of Tenant and the New York City Department of City Planning and executed by Landlord (the "DCP Restrictive Covenant"). The forms of the Regulatory Agreements that have been approved by Landlord on the date hereof are attached hereto as Exhibit 3.9.

"Rental" means all of the amounts payable by Tenant pursuant to this Lease, including, without limitation, Base Rent, Impositions, the amounts payable pursuant to Article 19 hereof, and any other sums, costs, expenses or deposits which Tenant is obligated, pursuant to any of the provisions of this Lease, to pay.

"Rent Commencement Date" means the date that is the earlier to occur of (i) sixty (60) months after the Commencement Date, or (ii) the Delivery Date, provided that if the Tenant requests that the Parties sever the Phase 1 Premises, Phase 2 Premises, Phase 3 Premises or Phase 4 Premises from the Premises, then such date shall apply solely to the applicable Phase, and the Rent Commencement Date for such Phase shall be the date which is the earlier to occur of (a) sixty (60) months after the Commencement Date under the applicable Replacement Lease, or (b) the Phase 1 Delivery Date or the Phase 4 Delivery Date, as applicable.

"Replacement Lease" means, individually and collectively, as applicable, the Phase 1 Replacement Lease, Phase 2 Replacement Lease, Phase 3 Replacement Lease and/or the Phase 4 Replacement Lease.

"Residential Condominium Units" means, individually and collectively, as applicable, the Phase 1 Residential Condominium Units, the Phase 2 Residential Condominium Units, Phase 3 Residential Condominium Units, and/or the Phase 4 Residential Condominium Units.

"Residential Replacement Lease" means, individually and collectively, as applicable, the Phase 1 Residential Replacement Lease, and/or Phase 4 Residential Replacement Lease.

"Requirements" means (i) any and all laws, rules, regulations, orders, ordinances, statutes, codes, executive orders and requirements of all Governmental Authorities applicable to the Premises, or any street, road, avenue or sidewalk comprising a part of, or in front of, the Premises or any vault in, or under the Premises, including, without limitation, as applicable, the Building Code of the City, Environmental Laws and the ADA; and (ii) the certificate or certificates of occupancy issued for the Building or the Premises as then in force.

"Required Condominium" means the condominiumization of the Premises, or in the event that the parties enter into a Replacement Lease, then the condominiumization of the applicable Premises for each subsequent Phase pursuant to the Required Condominium Documents.

"Required Condominium Documents" means the declaration, by-laws, condominium floor plans, application for a "no action" letter and additional documents annexed to the Phase 1 Replacement Lease, which documents will be adapted to the reasonable satisfaction of Landlord and Tenant for each Phase of development of the Project. It is agreed and acknowledged that the Required Condominium Documents for the Phase 1 Project include the Building to be known as "Building H", which will be constructed as part of the Phase 2 Project but is included the Phase 1 Project Required Condominium because the Effective Date of Phase 1 Replacement Lease and the Phase 2 Replacement Lease are expected to occur within twelve (12) months of each other.

"Residential Space" means the approximately 1,700,000 square feet of residential space in the Project.

"Residential Sublease(s)" means all Subleases of the Residential Space.

"Residential Subtenant(s)" means all Subtenants of the Residential Space.

"Restoration" means either a Casualty Restoration or a Condemnation Restoration, or both.

"Restoration Funds" means (a) any moneys that may be received by Landlord pursuant to the provisions of Sections 6.2(a) or 8.1(b), together with the interest earned thereon, and (b) the proceeds of any security deposited with Landlord pursuant to Section 7.5, together with the interest earned thereon.

"Retail Facilities" shall have the meaning given in the Required Condominium Documents.

"Retail Parking Unit" means one or more unit(s) in the Required Condominium which contains the Allocated Parking.

"Retail Rents" means all rental and other occupancy fees paid by Retail Subtenants, including amounts paid for or on account of Impositions, utilities or other items typically characterized as "additional rent" in a commercial lease.

"Retail Space" means the 99,825 square feet of retail space in the Project, designated as "Owner Retail Space" in the Plans and Specifications and as shown on Exhibit 1.8 with respect to the Phase 1 Retail Space and as shown in the site plan annexed as Exhibit 1.8 for the Phase 4 Retail Space, which will be one or more separate condominium units in the Required Condominium with the Allocated Parking as a separate Retail Parking Unit.

"Retail Subleases" means all Subleases in the Retail Space.

"Retail Subtenants" means all Subtenants in the Retail Space.

"Retail Unit" means one or more unit(s) in the Required Condominium which contains the Retail Space.

"Subdivision" shall mean the subdivision of the Land such that each Phase in which the Project is to be completed is on a separate tax lot or lots.

"Sublease(s)" means all subleases (including, without limitation, sub-subleases and any further level of subletting), occupancy, license or concession agreements granting possessory rights or a possessory estate in and to the Premises and Tenant's leasehold interest therein.

"Substantial Completion" or "Substantially Complete(d)" means that (i) the Retail Space shall satisfy the White Box Conditions, (ii) the Retail Space and Allocated Parking shall have been completed substantially in accordance with the Final Plans and Specification (provided, however, that anything other than a de minimis change to the Final Plans and Specifications with respect to the foregoing shall require the advance written consent of Landlord as and to the extent set forth in Section 12.2 hereof) and the Allocated Parking shall include 39 stackers, (ii) a core and shell temporary certificate of occupancy shall have been issued by the applicable Governmental Authority for the Retail Space, other than the premises leased pursuant to the Urban Fresh Corp. Lease and the kiosk, and (iii) a certificate(s) of substantial completion in AIA form for the Building (or the Building for the applicable Phase) shall have been executed by Tenant's Architect and been delivered to Tenant or Tenant's Mortgagee, with a copy to Landlord.

"Substantial Completion Date" means the date on which Substantial Completion has been achieved.

"Substantially All of the Premises" means more than 72 linear feet of frontage of the Retail Space on Mott Avenue, or such portion of the Premises as, when so taken, would leave a balance of the Premises that, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not, (A) in Landlord and Tenant's reasonable judgment under economic conditions, zoning laws and building regulations then existing, and after performance by Tenant of all covenants, agreements, terms and provisions contained herein or by Requirements required to be observed by Tenant, readily accommodate the Construction of

the Project, or (B) otherwise, in Tenant's reasonable judgment be economically viable, including, without limitation, due to the taking of vehicular entrances from the adjacent avenues, streets or roads to the Land, or parking areas or spaces, or (C) in Landlord's reasonable judgment not permit the maintenance and successful operation of the 99,825 square feet of retail space in the Project, designated as "Owner Retail Space" in the Plans and Specifications.

"Subtenant(s)" means all subtenants, operators, licensees, franchisees, concessionaires and other occupants of the Premises or any portion thereof pursuant to a Sublease.

"Tax Year" means each tax fiscal year of the City.

"Tenant" has the meaning set forth in the preamble to this Lease, or any subsequent holder of the leasehold interest created by this Lease.

"Tenant Party" means any of Tenant, its officers, directors, employees, partners, members, agents, contractors, subtenants and invitees.

"Tenant's Land" has the meaning set forth in the recitals to this Lease.

"Term" means the term of years of this Lease commencing on the Commencement Date and expiring on the Fixed Expiration Date or an earlier Expiration Date.

"Termination of Memorandum" means a termination to be recorded in the Land Records that terminates the Memorandum in the form attached as hereto as Exhibit 2.1(c).

"Title Company" means Chicago Title Insurance Company or other title company qualified to do business in the State of New York which is selected by Tenant.

"Title Matters" means those matters affecting title set forth in Exhibit 1.16 attached hereto (the "Title Matters").

"Title Policy" means an extended coverage ALTA Leasehold Owner's Policy of Title Insurance presently used in New York State.

"Transfer" means (A) directly or indirectly, the sale, assignment or transfer of more than fifty percent (50%) of the stock ownership or right to vote such stock ownership, of any corporation that is Tenant or that is a general partner of any limited partnership, or a controlling member(s) or a controlling partner(s) of a limited liability company or partnership that is Tenant, or (B) directly or indirectly, the issuance of additional stock in any corporation that is Tenant or that is a general partner of any limited partnership or a controlling member(s) or a controlling partner(s) of a limited liability company or partnership that is Tenant, if the issuance of such additional stock would result in a change of more than fifty percent (50%) in the right to vote or value of the stock ownership of such corporation from the time when such corporation became Tenant or a general partner of any limited partnership or a controlling member(s) or controlling partner(s) of a limited liability company or partnership that is Tenant, or (C) directly or indirectly, the sale, assignment, redemption or transfer of more than fifty percent (50%) of any general partner's or controlling member's interest or right to vote such

interest in a partnership or a limited liability company that is Tenant or a partnership that is a general partner or controlling member in Tenant, or (D) directly or indirectly, the sale, assignment, redemption or transfer of stock or beneficial ownership of any corporation or other entity that is Tenant if such sale, assignment, redemption or transfer results, directly or indirectly, in a change in control of Tenant. Notwithstanding the foregoing, a Transfer excludes (1) any such corporation or entity described in clause (A), clause (B) or clause (D) above which is a corporation or other entity whose shares are publicly traded on a national or regional stock exchange or which is listed in the NASDAQ or other over-the-counter market system, (2) any sales, assignments and transfers of a stock, partnership, limited liability company or other ownership interest by the owner thereof pursuant to an initial public offering or private placement of such interest, (3) sales, assignments and transfers of a stock, partnership, limited liability company or other ownership interest by the owner thereof to any Person that controls, is controlled by or is under common control with, Tenant, and (4) the granting of a pledge or security interest in a stock, partnership, limited liability company or other ownership interest by the owner thereof as collateral security to an Institutional Lender or the exercise of remedies thereunder.

"Transfer Tax Forms" means (A) the New York State Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax (TP-584), (B) the City Real Property Transfer Tax Return (NYC-RPT), (C) the Real Property Transfer Report (RP-5217NYC), and (D) any other real estate transfer tax documents reasonably required in connection with the transfer contemplated herein.

"Transferee" means a Person to which a Transfer is made.

"Unavoidable Delays" means delays incurred by Tenant due to strikes, lockouts, work stoppages or other comparable labor or industrial troubles, acts of God, governmental pre-emption in connection with a national emergency, any rule, order or regulation of any Governmental Authority, conditions of supply or demand that are affected by war or other national, state or municipal emergency, any inability to obtain labor or materials due to restrictions of Governmental Authorities, enemy action, civil commotion, sabotage, blockade, embargo, explosion, fire or other casualty, or any other cause beyond the reasonable control of Tenant (whether or not similar to any of the causes hereinabove stated) and cannot be cured with the payment of money, and delays incurred by Tenant due to or arising out of the acts or failure to act by Landlord or any breach by Landlord of its obligations under this Lease.

"Urban Fresh Corp. Lease" means that certain Shopping Center Lease Agreement dated April 14, 2011, between the Estate of Fred Stark, Landlord's predecessor-in-interest, and Radamar Meat Corp., the tenant's predecessor-in-interest, as amended by that certain First Amendment to Lease dated April 14, 2011, and as further amended by that certain Second Amendment to Lease Agreement dated August 7, 2012, which lease was assigned by Radamar Meat Corp. to Tenant pursuant to that certain Assignment and Assumption of Lease dated June 21, 2011, as further amended by that certain Third Amendment to Lease Agreement dated April 23, 2018.

"White Box Condition" means the delivery of the Retail Space in the condition described in Exhibit 1.17 and as shown on the Final Plans and Specifications, provided that (i) the portion of the Retail Space to be occupied by Continuing Tenant Urban Fresh Corp. shall be delivered as described in Exhibit 1.18, (ii) the portion of the Retail Space to be occupied by Continuing Tenant Mott Ave Donuts LLC shall be delivered as described in Exhibit 1.19 and (iii) the kiosk in the plaza shall be constructed by Landlord at its sole cost and expense except that Tenant shall in connection therewith (x) pay on the Commencement Date an allowance of $175,000 and (y) construct the pad and utility stub outs therefor as more particularly set forth in the Final Plans and Specifications for the kiosk. In accordance with Exhibit 1.20, four locations in the Retail Space shall be equipped with restaurant exhaust piping acquired and installed at the cost of Tenant.

## ARTICLE 2

## EFFECTIVE DATE PAYMENT; COMMENCEMENT DATE; DEMISE OF PREMISES; TERM

Section 2.1 Effective Date Payment and Pre-Commencement Date Period.

(a) Urban Fresh Corp. On the Effective Date, (i) Landlord shall assign the Urban Fresh Corp. Lease to Tenant pursuant to the form of Assignment of Lease and notice to Urban Fresh Corp. annexed hereto as Exhibit 2.1(a)(ii), (ii) on condition that (a) Landlord has agreed to the Regulatory Requirements (as that term is defined in Section 3.9 hereof), and (b) Landlord shall have obtained letters substantially in the form prepared by Tenant from National Grid and PSE&G for the relocation or release of the Long Island Power Authority (the "LIPA") utility easement (the parties acknowledge that the above conditions may be satisfied after the Effective Date and therefore the notice to vacate to Urban Fresh Corp. would be sent after the Effective Date), Tenant, as successor to Landlord, shall send Urban Fresh Corp. a notice to vacate its leased premises in the form annexed hereto as Exhibit 2.1(a)(iv), (provided, however that Landlord may waive condition (ii)(b) and permit Tenant to serve Urban Fresh Corp with the notice to vacate prior to receipt of the aforementioned letters regarding the LIPA utility easement) and (iii) within ten (10) days of the Effective Date, Tenant shall pay into escrow pursuant to the Escrow Agreement, by wire transfer of Federal funds, the portion of the Effective Date Deposit that represents the first payment due from Tenant to Urban Fresh Corp. Prior to or simultaneously with the Urban Fresh Corp.'s vacateur of its premises pursuant to the vacate notice, Landlord and Urban Fresh Corp. shall enter into a subordination and recognition agreement pursuant to the form of agreement annexed hereto as Exhibit 2.1(a)(vi).

(b) Dunkin Donuts. On the Effective Date, (i) Landlord shall assign the Dunkin Donuts Lease to Tenant pursuant to the form of Assignment of Lease and notice to Mott Ave. Donuts LLC annexed hereto as Exhibit 2.1(b)(ii), and (ii) on condition that (a) Landlord has agreed to the Regulatory Requirements, and (b) Landlord shall have obtained letters substantially in the form prepared by Tenant from National Grid and PSE&G for the relocation or release of the LIPA utility easement, Tenant, as successor to Landlord, shall send Mott Ave. Donuts LLC a notice to vacate its leased premises in the form annexed hereto as Exhibit 2.1(b)(iv) (the parties acknowledge that the above conditions may be satisfied after the Effective Date and therefore the notice to vacate to Mott Ave. Donuts LLC would be sent after the Effective Date) (provided,

however that Landlord may waive condition (ii)(b) and permit Tenant to serve Mott Ave. Donuts with the notice to vacate prior to receipt of the aforementioned letters regarding the LIPA utility easement). Prior to or simultaneously with the Mott Ave. Donuts LLC's vacateur of its premises pursuant to the vacate notice, Landlord and Mott Ave. Donuts LLC shall enter into a subordination and recognition agreement pursuant to the form of agreement annexed hereto as Exhibit 2.1(b)(v).

(c) Memorandum. Within ten (10) days of the Effective Date, Landlord and Tenant shall execute and deliver the Memorandum and the Transfer Tax Forms. Tenant shall cause the Memorandum of this Lease to be recorded in the Land Records promptly after the Effective Date and shall pay and discharge all costs, fees and taxes in connection therewith. Within ten (10) days of the Effective Date, Landlord and Tenant shall execute and deliver to the Escrow Agent pursuant to the Escrow Agreement, a Termination of Memorandum in the form annexed hereto as Exhibit 2.1(c) and the appropriate Transfer Tax Forms. In the event that this Lease is terminated pursuant to its terms on or before the Outside Commencement Date, then the Escrow Agent shall release the Termination of Memorandum to Landlord and Landlord shall have the right to record such Termination of Memorandum in the Land Records at Tenant's cost. The Escrow Agent shall hold and release such Termination of Memorandum in accordance with the terms of the Escrow Agreement. Upon the Effective Date of a Replacement Lease, Landlord and Tenant shall execute and deliver the Memorandum and the Transfer Tax Forms pertaining to such Replacement Lease (the "Replacement Lease Memorandum"). Tenant shall cause such Replacement Lease Memorandum to be recorded in the Land Records promptly after the Commencement Date of such Replacement Lease and shall pay and discharge all costs, fees and taxes in connection therewith. Simultaneously therewith the Memorandum pertaining to this Lease shall be amended to reflect the removal of the applicable Phase from the demise of this Lease. Upon the Commencement Date of a Residential Replacement Lease, Landlord and Tenant shall execute and deliver: (i) a termination of the applicable Replacement Lease Memorandum (the "Replacement Lease Memorandum Termination") and (ii) a new Memorandum and the Transfer Tax Forms pertaining to such Residential Replacement Lease (the "Residential Replacement Lease Memorandum"), and Tenant shall cause such Residential Replacement Lease Memorandum and the Replacement Lease Memorandum Termination to be recorded in the Land Records promptly after the Effective Date and shall pay and discharge all costs, fees and taxes in connection therewith.

(d) Escrow Agreement. Within ten (10) days of the Effective Date, Landlord, Tenant and the Escrow Agent shall execute and deliver an Escrow Agreement in the form annexed hereto as Exhibit 2.1(d).

(e) Deposit. Within ten (10) days of the Effective Date, Tenant shall deliver to the Escrow Agent the Effective Date Deposit, by wire transfer of immediately available funds, to be held by Escrow Agent in the Escrow Account in accordance with the Escrow Agreement. The Effective Date Deposit shall be non-refundable except as expressly set forth herein.

(f) Disbursement of Effective Date Deposit. The Effective Date Deposit shall be held by Escrow Agent for the account of Landlord and disbursed in accordance with the terms and conditions set forth in the Escrow Agreement. Funds from the Escrow Account shall be drawn to pay amounts due to Continuing Tenant, Urban Fresh Corp. Any rights of a Recognized

Mortgagee hereunder shall not delay or interfere with disbursement of funds due Landlord from the Escrow Account or the obligation of Tenant to pay any balance due to Landlord.

(g) Operating and Other Expenses. Commencing upon the Effective Date, Tenant shall be solely responsible to pay all expenses related to the Premises, including, without limitation, real estate taxes, security, maintenance and insurance premiums to the extent not paid by any Continuing Tenant. Upon the request of Landlord, Tenant shall provide Landlord with reasonable evidence of payment of material expenses for the Premises. Within ten (10) days of the Effective Date, the parties shall apportion Impositions pursuant to Section 3.7, and shall apportion other material expenses.

(h) Scope of Tenant's Rights and Obligations During Pre-Commencement Date Period. Notwithstanding anything herein to the contrary, during the Pre-Commencement Date Period, Tenant shall only have liability and obligation hereunder pursuant to Section 2.1, and otherwise shall have no rights, obligations or liability, including, without limitation, for the payment of Rental. During the Pre-Commencement Date Period, except for (i) Tenant's obligation to send notices to vacate to the Continuing Tenants after the conditions in Sections 2.1(a)(iv) and 2.1(b)(iv) have been satisfied, (ii) Tenant's obligation to cause the Continuing Tenants to vacate their respective leased premises, and (iii) upon such vacancy, Tenant may, in accordance with the Access Agreement, undertake soil borings within the space demised by the Urban Fresh Corp. lease and may, in accordance with the Access Agreement, undertake environmental testing throughout the Premises. Except as aforesaid, Tenant shall have no right to use or possess the Premises, perform any construction work, foundation work, remediation work, or site work, access the Premises, or encumber the Premises or its interest under this Lease.

(i) Rent Collection During Pre-Commencement Date Period. During the period between the Effective Date and the date that the Continuing Tenants vacate their respective leases premises, Landlord shall continue to collect rent from the Continuing Tenants and, to the extent that Landlord collects rent, Landlord shall remit 50% of the collected rent to Tenant. Except for collecting rent from the Continuing Tenants on behalf of Tenant, Landlord shall have no responsibility for the Continuing Tenants or the maintenance or repair of the Premises or any costs with respect to the Premises.

(j) National Grid and PSE&G Letters After the Effective Date. From and after the Effective Date, Landlord shall continue to make commercially reasonable efforts to obtain the letters from PSE&G and National Grid with respect to the LIPA easement as provided in Section 2.1(a) and (b) above, and to cooperate with Tenant in connection therewith, but all out of pocket costs of Landlord in connection therewith after the Effective Date shall be paid directly by Tenant or promptly reimbursed to Landlord by Tenant.

Section 2.2 Commencement Date.

(a) Closing; Commencement Date and Place. Subject to terms and conditions of this Lease, the Commencement Date closing (the "Closing") hereunder, and at Tenant's election under the Phase 1 Replacement Lease, will take place upon the satisfaction of each of the commencement conditions set forth in Section 2.2(b) below (collectively, the "Commencement Conditions"), provided that in no event shall the Phase 1 Commencement Date

occur after the Outside Commencement Date (such date on which the Closing occurs being referred to herein as the "Commencement Date." The Closing shall take place through an escrow style closing established with the Title Company in accordance with the escrow instructions in form and substance reasonably satisfactory to Landlord and Tenant.

(b) Commencement Date Conditions. It is a condition precedent to both parties' respective obligation to proceed to Closing (and for the occurrence of the Commencement Date) that, as of the Commencement Date:

(i) Landlord shall have approved the Final Plans and Specifications as to the Retail Facilities and confirmed that it has no objection to the Final Plans and Specifications for the balance of the Building for the applicable Phase in accordance with Section 12.2(b) hereof (provided that for the Commencement Date of this Lease only approval/no objection of the Final Plans and Specifications for Phase 1 shall be required);

(ii) Landlord shall not have entered into any lease, license or other occupancy agreement from and after the Effective Date without Tenant's consent, in Tenant's absolute discretion; and between the Effective Date and the Commencement Date, Tenant shall not have entered into any lease, license or other occupancy agreement;

(iii) In the event that the Commencement Date shall occur, the physical relocation of the existing electrical vault located on the Premises which is the subject of the aforementioned LIPA easement shall be undertaken either by Tenant or National Grid (as successor in interest to LIPA) and the cost of such physical relocation incurred from and after the Effective Date shall be allocated solely to Tenant;

(iv) Tenant shall have closed on construction financing satisfactory to Tenant, in its reasonable discretion, for Phase 1 of the Project and shall be reasonably satisfied that financing adequate for the Phase 2 Project, Phase 3 Project and Phase 4 Project will be available;

(v) Intentionally Omitted;

(vi) The Property shall have been designated or grandfathered as a difficult to develop area or a qualified census tract by HUD and/or the US Census Bureau;

(vii) All of Landlord's and Tenant's representations and warranties hereunder are true and correct in all material respects as if made on and as of the Commencement Date;

(viii) Each of Landlord and Tenant has performed all of its respective covenants and satisfied all of its obligations hereunder in all material respects which are to be performed and satisfied prior to the Commencement Date;

(ix) Landlord shall deliver possession of the Premises to Tenant in the "AS IS" condition the Premises is in on the Commencement Date and otherwise in the condition required under the express provisions of this Lease;

(x) The Title Company shall issue to Tenant a Title Policy, subject to payment of the premium that Tenant is required to pay to the Title Company, insuring leasehold title to the Premises vested in Tenant, subject only to the Title Matters, which Title Matters are reasonably acceptable to Tenant;

(xi) Landlord shall have (or caused to be) executed, acknowledged (if applicable) and delivered to Tenant all of the following documents:

(1) a certificate stating that all of Landlord's representations and warranties set forth in this Lease remain true and correct in all material respects at and as of Closing;

(2) to the extent in the actual possession or under the control of Landlord, copies of all files, books and records, agreements, contracts, and certificates, licenses, permits, authorizations and approvals by Governmental Authorities with respect to the Premises; provided, however, that the same may be provided to Tenant at Landlord's or Landlord's property manager's office promptly after the Closing;

(3) any keys and access codes for the Premises;

(4) the Commencement Date Agreement;

(5) if requested by Tenant, the Phase 1 Replacement Lease; and

(6) any other documents required by this Lease to be delivered by Landlord, and any title affidavits or other documents reasonably requested by the Title Company and acceptable to Landlord which are customary to enable the issuance of the Title Policy; and such other instruments as may be necessary or proper to consummate the transactions contemplated by this Lease.

(xii) Tenant shall have (or caused to be) executed, acknowledged (if applicable) and delivered to Landlord all of the following documents:

(1) a certificate stating that all of Tenant's representations and warranties set forth in this Lease remain true and correct in all material respects at and as of Closing;

(2) the Commencement Date Agreement;

(3) at Tenant's election, the Phase 1 Replacement Lease; and

(4) the Project Completion Guaranty, which shall be limited to the Phase 1 Project if the parties enter into the Phase 1 Replacement Lease;

(xiii) Landlord has accepted and agreed to the Regulatory Requirements pursuant to Section 3.9;

(xiv) Tenant has paid Landlord the $175,000 kiosk allowance;

(xv) Tenant has fulfilled the obligations in the Third Amendment to the Urban Fresh Corp. Lease with respect to delivering a Subordination and Non-Disturbance Agreement from Tenant's Mortgagee; and

(xvi) all other conditions to Landlord's or Tenant's obligations to proceed to Closing which are set forth in this Lease are satisfied.

(c) Failure of Closing. Notwithstanding anything to the contrary contained herein, in the event that the Phase 1 Closing has not taken place by the Outside Commencement Date, either party may terminate this Lease upon fifteen (15) days' prior written notice; provided, however, that such termination may be tolled for up to sixty (60) days by the party against whom the termination right was exercised (the "Non-Terminating Party") in order for the Non-Terminating Party to attempt to address the unsatisfied Commencement Condition(s) and/or such other circumstances which precluded the Closing from taking place on or prior to the Outside Commencement Date in a manner satisfactory to the other party. Upon termination, (i) to the extent that the Continuing Leases shall have been assigned to Tenant, Tenant shall undertake all steps necessary to unwind the same, (ii) Tenant shall provide Landlord with copies of all reports and evaluations of the condition of the Premises in its possession to the extent that Tenant has not previously provided such reports and evaluations to Landlord, (iii) Tenant shall promptly record, at Tenant's cost, the Termination of Memorandum and if Tenant fails to do so within thirty (30) days after the Outside Commencement Date (as the same may be extended as set forth above), then Landlord shall have the right to record the Termination of Memorandum at Tenant's cost, (iv) to the extent that there are funds being held in escrow by the Title Company pursuant to the Escrow Agreement, such funds shall be distributed in accordance with the provisions of Section 2.1 of this Lease and the terms of the Escrow Agreement, and (v) to the extent that there are any claims pending or threatened against Landlord or Tenant pursuant to Tenant's activities under Section 2.1, (A) each party shall indemnify the other with respect to such claims, which indemnifications shall survive termination of this Lease, and (B) Tenant shall provide documentation that Tenant's insurance policies provide adequate insurance to fully cover such claims. Upon termination, neither party shall have any further rights or obligations hereunder or liability to the other except for (i) those rights and obligations herein expressly set forth to survive the Expiration Date or the failure of the Closing to take place and (ii) Tenant's indemnification of Landlord pursuant to the Access Agreement and Rockaway Village Housing Development Fund Corporation's indemnification of Landlord pursuant to the Lease Termination Agreement.

(d) Closing Costs. Tenant shall be responsible for the payment of all of the Title Company's costs for the issuance of the Title Policy, recording costs for recording of the Memorandum, any real property transfer taxes, recording charges or other fees, Tenant's share of amounts due to the Continuing Leases pursuant to agreements reached by Landlord (and reasonably approved by Tenant) with the Continuing Tenants pursuant to Section 12.1(a), due

diligence costs and costs to develop the Project. Each party shall be responsible for the payment of the fees and disbursements of their respective counsel.

Section 2.3 Demise of Premises and Term.

(a) Landlord does hereby demise and lease to Tenant, and, subject to the satisfaction (or waiver in writing by Tenant) of the condition precedent to Tenant's obligations to proceed to Closing (and for the occurrence of the Commencement Date), Tenant does hereby lease from Landlord, the Land, the Building, together with all easements, appurtenances and other rights and privileges now or hereafter belonging or appertaining to the Land, subject only to the Title Matters and the provisions of this Lease.

(b) TO HAVE AND TO HOLD unto Tenant, its successors and assigns, for the Term.

(c) At the request of Tenant, the Parties shall sever the Phase 1 Premises, Phase 2 Premises, Phase 3 Premises, and/or Phase 4 Premises from the Premises and enter into any one or more Replacement Lease, which Replacement Lease shall be on substantially the same terms as set forth in this Lease, with such modifications as may be necessary to address the premises covered by such lease and related matters. In the event that the parties enter into a Replacement Lease, the terms of such Replacement Lease shall be adjusted to have the same Fixed Expiration Date as this Lease. It is acknowledged that the Phase 2 Project and the Phase 4 Project contain no Retail Space and those Replacement Leases will be modified as appropriate to reflect same. Upon the Commencement Date of any Replacement Lease, and simultaneously therewith, this Lease shall be amended to reflect the removal of the Premises demised under the applicable Replacement Lease from the demise of this Lease.

(d) Simultaneously with the Phase 1 Delivery Date and the Phase 4 Delivery Date, respectively, Landlord and an Affiliate of Tenant shall (unless the Purchase Option or Put Option shall be closed simultaneously with the Delivery Date) enter into the Phase 1 Residential Replacement Lease and the Phase 4 Residential Replacement Lease, respectively, and the Phase 1 Replacement Lease and the Phase 4 Replacement Lease, as applicable, shall be terminated. Each Residential Replacement Lease shall be on substantially the same terms as the Phase 1 Replacement Lease or Phase 4 Replacement Lease, as applicable, except there shall be no requirements with respect to the Construction of the Building, Base Rent shall be One Dollar ($1) per annum for the entire Term and the only Premises demised thereunder shall be the Phase 1 Residential Condominium Units or the Phase 4 Residential Condominium Units, as applicable. The Fixed Expiration Date under the Residential Replacement Lease shall be the same as Fixed Expiration Date herein.

## ARTICLE 3

## RENT

Section 3.1 Time and Place of Payment. Except as otherwise specifically provided herein, all Rental shall be paid to Landlord, without notice or demand, by good check(s) or at Landlord's and Tenant's agreement, by wire transfer of federal funds, drawn on an account at a bank that is a member of the New York Clearing House Association (or any successor body of

similar function) or in currency that at the time of payment is legal tender for public and private debts in the United States of America, at the office of Landlord set forth above or at such other place as Landlord shall direct by notice to Tenant.

Section 3.2 Base Rent.

(a) Base Rent. From and after the Rent Commencement Date Tenant shall pay Landlord an annual rent ("Base Rent") in equal monthly installments, payable in advance on the first (1st) day of each calendar month, as follows: (i) if the Delivery Date (or, if applicable, the Phase 1 Delivery Date) has not occurred before the Rent Commencement Date, the Base Rent shall be Three Million Dollars ($3,000,000.00) per Lease Year, payable monthly in advance, until the first to occur of the Delivery Date or the first anniversary of the Rent Commencement Date and (ii) from and after the Delivery Date, the Base Rent shall be One Dollar ($1.00) per annum as more particularly set forth in Section 3.4. Upon the first anniversary of the Rent Commencement Date, the Base Rent shall increase by one percent (1%) per annum until the first to occur of the fifth (5th) anniversary of the Rent Commencement Date, the Delivery Date or the termination of this Lease pursuant to its terms. Thereafter, the Base Rent shall increase by one and one-half percent (1-1/2%) per annum until the first to occur of the Delivery Date, the Fixed Expiration Date or the sooner termination of this Lease pursuant to its terms. Notwithstanding the foregoing, in the event that Landlord and Tenant enter into a Replacement Lease, then the Base Rent shall be apportioned between or among this Lease, and each Replacement Lease based on the relative square footage of Retail Space to be delivered pursuant to each such Replacement Lease, provided that in no event shall the Base Rent pursuant to the Phase 1 Lease be less than $1,575,000. The Base Rent allocated between or among such leases shall increase as set forth above. In the event that some but not all of the Retail Space to be delivered in any given Phase shall have been delivered on or before the Rent Commencement Date, the Base Rent due shall be pro-rated such that the percentage of the Base Rent due shall equal the percentage of the Retail Space for such Phase not delivered by the Rent Commencement Date. For the avoidance of doubt, for the Phase 2 Replacement Lease and the Phase 3 Replacement Lease, under which there is no Retail Space to be delivered, the Base Rent shall be One Dollar ($1) for the entire Term.

(b) Prorations of Base Rent. Base Rent due for any period of less than a full Lease Year, and any installment of Base Rent due for any period less than a full month, shall be appropriately apportioned, which apportionment obligation shall survive the expiration or termination of this Lease.

Section 3.3 Net Rent; Abatement, Deduction, Counterclaim and Offsets. It is the intention of Landlord and Tenant that (a) except as may be expressly set forth herein, the Rental shall be absolutely net to Landlord without any abatement, diminution, reduction, deduction, counterclaim, set off or offset whatsoever, so that each Lease Year of the Term shall yield, net to Landlord, all Rental, and (b) from and after the Effective Date, Tenant shall pay, as additional rent, all costs, expenses and charges of every kind relating to the Premises that may arise or become due or payable during or after (but attributable to a period falling within) the Term except as may be expressly set forth herein.

Section 3.4 Post Delivery Date Base Rent. From and after the Delivery Date through the Fixed Expiration Date or the sooner termination of this Lease pursuant to its terms, the Base Rent shall be One Dollar ($1.00) per annum and Tenant shall pay, as additional rent, any common charges payable by the Residential Unit Owners pursuant to Required Condominium Documents.

Section 3.5 Payment of Impositions.

(a) Obligation to Pay Impositions. Commencing upon the Effective Date (as to Impositions accruing from and after the Effective Date), Tenant shall pay or cause to be paid, in the manner provided in Section 3.5 hereof, insofar as the Premises, or any portion thereof, are not exempt from payment, all Impositions that at any time after the Effective Date and on or before the Expiration of the Term are assessed, levied, confirmed, imposed upon, or become due and payable out of, or with respect to, or are charged with respect to (A) the Premises, or (B) any appurtenances of the Premises, or (C) any personal property or other facility used in the operation thereof, or (D) the Rental (or any portion) payable by Tenant hereunder, or (E) any document to which Tenant is a party creating or transferring an interest or estate in the Premises, including, without limitation, this Lease, or (F) the use and occupancy of the Premises, or (G) the transactions contemplated by this Lease.

(b) Payments of Impositions. Subject to the provisions of Section 32.2 hereof, each Imposition or installment thereof shall be paid not later than the due date thereof. However, if by Requirements, at the taxpayer's option, any Imposition may be paid in installments so long as interest shall not accrue on the unpaid balance of such Imposition (or Tenant shall elect to, and does, pay such interest) Tenant may exercise the option to pay the Imposition in such installments and shall be responsible for the payment of such installments with interest, if any. If Tenant fails to make any payment of an Imposition (or installment thereof) on or before the due date thereof, Tenant shall be liable to any and all late charges and/or interest arising out of such late payment.

(c) Income or Franchise Tax of Landlord; Fee Mortgage Charges; Transfer Taxes. Notwithstanding anything to the contrary in this Lease, Tenant shall not be required to pay (i) any municipal, state or federal corporate or personal income or franchise tax imposed upon Landlord, whether based upon the income or capital of Landlord, or any municipal, state or federal inheritance, estate, succession, or gift taxes of Landlord or Tenant, except to the extent that any such taxes of Tenant become or would become, by reason of the non-payment thereof, an encumbrance or lien upon the Premises or any portion thereof, or any appurtenances of the Premises or any portion thereof, or any personal property, Equipment or other facility used in the operation thereof, or the Rental (or any portion thereof) payable by Tenant hereunder, (ii) any interest or principal due or to become due under any Fee Mortgage (as hereinafter defined), (iii) any mortgage recording taxes or other fees, costs, charges or other amounts due or to become due under or in connection with any Fee Mortgage, (iv) any real property transfer taxes, recording charges or other fees, costs, charges or other amounts due or to become due under or in connection with any sale or transfer of the Premises by Landlord (other than to Tenant pursuant to the Purchase Option), any direct or indirect transfer of an interest in Landlord; provided, however, Tenant shall pay all any real property transfer taxes in connection with this Lease and/or the transactions contemplated hereunder (expressly including with respect to the granting

of or the exercise of the Purchase Option, or (v) any amounts which Landlord has expressly agreed to pay pursuant to this Lease.

(d) Exemption and Abatement Benefits. Promptly upon the Effective Date, Tenant shall use its commercially reasonable best efforts to have the Premises exempted from Impositions pursuant to ICAP and/or other available and applicable exemption or abatement programs.

Section 3.6 Evidence of Payment. At Landlord's written request in each instance after an Imposition is due and payable, Tenant shall furnish Landlord, within thirty (30) days after Tenant's receipt of such written request, evidence reasonably satisfactory to Landlord, evidencing the payment thereof.

Section 3.7 Apportionment of Impositions. Impositions, whether or not a lien upon the Premises, shall be apportioned between Landlord and Tenant as of the Effective Date and as of the Expiration of the Term, which apportionment obligation shall survive the expiration or termination of this Lease.

Section 3.8 Tenant's Obligation to Make Deposits.

(a) Tenant shall pay, or shall cause to be paid, all Impositions directly to the Governmental Authority charged with the collection thereof. Tenant shall deliver to Landlord, promptly after each such payment to the Governmental Authority, photostatic copies of the receipted bills or other evidence reasonably satisfactory to Landlord showing the payment of such Impositions.

(b) If a Leasehold Mortgage requires escrow payments of any of the Impositions to the holder of such Leasehold Mortgage, Tenant may pay such Impositions to such holder; provided that the foregoing shall not relieve Tenant of its obligation to cause all Impositions to be timely paid to the applicable Governmental Authorities or to provide Landlord with proof of timely payment.

(c) If the holder of a Leasehold Mortgage is not requiring escrow payments of any of the Impositions at any time, and a Fee Mortgage requires escrow payments of any of the Impositions to the holder of such Fee Mortgage, then upon Landlord's demand, Tenant shall deposit with the holder of a Fee Mortgage on the first day of each month during the remainder of the Term, an amount equal to (i) one twelfth ($1/12^{th}$) of the amount of annual Impositions as reasonably estimated by the holder of such Fee Mortgage. If, at any time, the monies so deposited by Tenant shall be insufficient to pay in full the next installment of Impositions, Tenant shall, within ten (10) days after demand, deposit an amount equal to one hundred and five percent (105%) of such insufficiency with the holder of such Fee Mortgage.

(d) Nothing contained in this Section 3.8 shall prejudice Landlord from exercising any other rights and remedies it may have with respect to Tenant and Tenant's obligation to make payments of Impositions, provided however, that to the extent Tenant shall have delivered Impositions to a Fee Mortgagee in accordance with the terms hereof Tenant shall have no further liability or obligation with respect to the Impositions which were so delivered.

Section 3.9 Tax Incentive and Entitlement Programs; Regulatory Requirements.

(a) Landlord acknowledges that Tenant shall seek certain tax incentives and other entitlements with respect to the Premises, including the Retail Space and the parking garage, from any appropriate Governmental Authority (including, but not limited to Low-Income Housing Tax Credits, tax-exempt bond financing, any and all tax credits related to New York's Brownfield Cleanup Program and benefits under Section 420-c of the Real Property Tax Law and the Industrial and Commercial Abatement Program). Other than as provided in the Regulatory Agreement, Tenant's tax incentives and other entitlements shall not adversely affect Landlord, its obligations shall not be increased and its rights shall not be diminished pursuant to this Lease or the Required Condominium Documents, in each case by more than a de minimis extent (the "Regulatory Requirements"). No declarations, covenants or other encumbrances, other than the Regulatory Agreement, shall be recorded against Landlord's fee estate in the Premises, the Retail Space or the parking garage without Landlord's consent, which shall not be unreasonably withheld with respect to incentives and entitlements that meet the Regulatory Requirements. The Retail Space, Landlord's fee estate in the Premises and the parking garage will be subject to the Regulatory Agreement until the Delivery Date, but the Retail Space and the Retail Parking Unit shall be released therefrom (other than the DCP Restrictive Covenant and Brownfield Easement, which shall remain of record against the Retail Space and Retail Parking Unit) on or before the Delivery Date. Landlord shall execute the Regulatory Agreement in order to subject its fee estate thereto. Landlord shall use commercially reasonable efforts to cooperate with Tenant, at Tenant's sole cost and expense (which costs shall not be incurred prior to Tenant's written request for such cooperation), in the preparation and proper filing of any documents reasonably required to obtain such tax incentives or entitlements (including, but not limited to any and all tax credits related to New York's Brownfield Cleanup Program and benefits under the Industrial and Commercial Abatement Program); provided that Landlord shall not incur any fees, fines, penalties or liabilities as a result of Tenant's pursuit of such tax incentives and other entitlements. Tenant shall apply for such tax incentives or entitlements applicable to the Retail Space and the Retail Parking Unit and diligently pursue obtaining such tax incentives or entitlements. Tenant and Landlord shall cooperate in the preparation and proper filing of any documents reasonably required to obtain such tax incentives or entitlements for the Retail Space and Retail Parking Unit. Any tax incentives or entitlements obtained by Tenant for the Retail Space and the Retail Parking Unit shall accrue to the benefit of Landlord or Landlord's designee from and after the Delivery Date. Landlord has approved the forms of Regulatory Agreement attached as Exhibit 3.9. To the extent that the Regulatory Agreements to be executed at Closing differ from the forms attached in a manner that affects the Retail Facilities, Landlord, or the rights and obligations of Landlord pursuant to this Lease and/or the Required Condominium Documents, such changes shall be subject to the approval of Landlord. In the event of any conflict between the terms of any Regulatory Agreement and this Lease with regard to completion of the kiosk as part of the Phase 1 Project, the terms of this Lease shall control.

(b) In the event that Impositions accruing from and after the Commencement Date are paid by Tenant and later are retroactively abated pursuant to Section 420-c of the Real Property Tax Law or other applicable abatement or exemption, and Landlord receives a refund of such abated Impositions, then Landlord shall reimburse Tenant for the amount refunded, and in

the event that Landlord receives a credit against future Impositions, then Landlord shall reimburse Tenant for such refund as and when the credit is utilized by Landlord.

Section 3.10 Required Condominium. Promptly after the Commencement Date of the Phase 1 Replacement Lease, Tenant will commence the process, at its expense, of subjecting the Premises (or the Premises demised under a Replacement Lease) to a condominium regime. Landlord and Tenant intend to approve the Required Condominium Documents in the forms to be annexed to the Phase 1 Replacement Lease. Landlord will cooperate with Tenant, at Tenant's expense, in the formation of the Required Condominium and will execute, within ten (10) day's written request from Tenant, in its capacity as fee owner of the Premises, the Required Condominium Documents and any and all other forms and documents required in connection therewith by the New York City Department of Finance, the New York City Department of Buildings and/or other applicable Authorities, including, without limitation affidavits in support of the "no-action letter" to be issued by the Office of the Attorney General in substantially the form to be attached to the Phase 1 Replacement Lease, with such revisions thereto as shall be required by the Office of the Attorney General, provided such revisions are reasonably acceptable to Landlord. Any such additional forms and documentation not included as part of the forms to be attached to the Phase 1 Replacement Lease shall not create any additional obligations for Landlord under this Lease, or the Required Condominium Documents, or otherwise adversely affect Landlord, except to a de minimis extent and Landlord shall not incur any fees, fines, penalties or liabilities as a result of the Required Condominium. In the event that HPD, HDC or Tenant's prospective lenders or investors request revisions to the Required Condominium Documents, Landlord shall agree to same, if reasonably acceptable to Landlord, and provided that they (i) do not increase the obligations or decrease the rights of Landlord under this Lease or the Required Condominium Documents or otherwise adversely affect Landlord, by more than a de minimis extent, (ii) do not adversely affect or limit the Retail Space or the White Box Conditions, or (iii) do not adversely affect or limit the rights and obligations of Retail Subtenants. The Required Condominium Documents shall provide, among other things, that (i) the common expenses relating specifically to the operation, maintenance, and repair of the plaza (and the sidewalks appurtenant thereto), the sidewalks appurtenant to the Premises, and the privately mapped streets in the Premises shall be allocated fifty percent (50%) to the owner of the residential units and fifty percent (50%) to the owner of the Retail Unit, and (ii) other common expenses shall be allocated in accordance with the Required Condominium Documents.

Tenant and Landlord agree that Tenant shall complete (with the cooperation of Landlord as aforesaid) all steps required to form the Required Condominium, including, without limitation, the securing of a "no-action letter" from the Office of the Attorney General, the condominium tax lot subdivision, and the procuring of all required approvals of the New York City Department of Buildings and the New York City Department of Finance as promptly after the Phase 1 Replacement Lease Commencement Date as shall be reasonably achievable. However, the recording of the Required Condominium Documents shall not occur until the sooner to occur of January 2, 2021 and the date that is three (3) months prior to the projected Phase 1 Delivery Date (the "Condominium Recording Date"). Not less than three (3) months prior to the Condominium Recording Date Landlord and Tenant shall cause the fully executed and acknowledged Required Condominium Documents to be delivered to Escrow Agent with an irrevocable direction letter to submit the Required Condominium Documents for recording on the Condominium Recording Date.

Landlord and Tenant agree that the Required Condominium shall initially be formed under the Phase 1 Replacement Lease and that on a comparable Condominium Recording Date under each subsequent Replacement Lease, the Required Condominium will be amended and restated through an amendment and restatement of the Required Condominium Documents which will have the effect of adding the Premises demised under each subsequent Replacement Leases to the Premises subject to the Required Condominium, such that after all such amendments and restatements there shall be only one Required Condominium for the entire Premises. Upon each amendment and restatement of the Required Condominium the common interests in the Required Condominium shall be reallocated to reflect the revised square footages of the units in the Required Condominium and (i) the common charges which are allocated under the Required Condominium Documents based on common interests in accordance with square footages shall be adjusted accordingly and (ii) the common charges which are specially allocated on a basis other than common interest in accordance with square footages under the Required Condominium Documents shall remain in accordance with the special allocations set forth in the Required Condominium Documents. Except as aforesaid the Required Condominium Documents as amended and restated for each Phase shall remain substantially in the form and substance as the Required Condominium Documents attached hereto.

Notwithstanding that the Required Condominium Documents for each Phase shall be amended and restated as aforesaid to add the Premises under the applicable Replacement Lease to Required Condominium), prior to the Delivery Date of each such Replacement Lease, during the period of time between the formation (as to the Phase 1 Replacement Lease) or amendment and restatement (for the Phase 2, Phase 3 and Phase 4 Replacement Leases) of the Required Condominium and the Delivery Date under the applicable Replacement Lease, Landlord and Tenant shall be bound solely by the terms of the applicable Replacement Lease and the Required Condominium shall be of no force and effect as between Landlord and Tenant as to the Premises demised under the Replacement Lease that has yet to achieve the Delivery Date. Upon the Delivery Date for the applicable Phase, the Required Condominium as to such Phase shall become operative as between Landlord and Tenant under such Replacement Lease. The Residential Replacement Leases (as to Phase 1 and Phase 4, respectively) and the Phase 2 Replacement Lease and Phase 3 Replacement Lease (as to Phase 2 and Phase 3, respectively) shall provide that upon each respective Delivery Date, the Tenant under such Leases are appointed as Landlord's attorney in fact under the Required Condominium Documents to exercise all rights and make all decisions relating to the "Residential Units" the "Residential Limited Common Elements" and all decisions permitted to be made or required to be made by the "Residential Unit Owners" or its designated members of the "Board of Managers", including, without limitation, the rights of the Residential Unit Owners to designate members of the Board of Managers, all as defined in and in accordance with the Required Condominium Documents. From and after the Delivery Date under such Leases, any funds payable to the Residential Unit Owners pursuant to the Required Condominium Documents, including, without limitation, casualty and/or condemnation proceeds, shall be paid directly to Tenant, or, if received by Landlord, shall be promptly paid over by Landlord to Tenant.

Landlord and Tenant each agree and acknowledge that their respective obligations with respect to formation of the Required Condominium are material obligations under this Lease and that each party shall have the right, in addition to any other remedy available to such party

hereunder, to enforce the specific performance of the other party of its obligations hereunder by appropriate legal action.

Section 3.11 Legal Fees, Professional Fees. Notwithstanding anything herein to the contrary, neither party shall have liability or obligation for payment of the legal fees or professional fees incurred by the other party in connection with the negotiation of this Lease, the Required Condominium Documents, and/or the transactions contemplated hereby, except as otherwise expressly set forth in this Lease.

## ARTICLE 4

## OWNERSHIP OF BUILDING

Tenant shall own the Building until the Expiration of the Term, and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax return for the Building and to claim all tax credits and deductions relating thereto, including, without limitation, Brownfield Tax Credits, New York State and Federal Low-Income Housing Tax Credits. At the Expiration of the Term, the Building, without the payment of compensation or consideration of any kind to Tenant, shall become Landlord's sole property, in accordance with Article 29 of this Lease.

## ARTICLE 5

## LATE CHARGES

If more than two (2) times in any consecutive twelve (12) month period (a) any payment of Base Rent or additional rent is not received by Landlord or mailed by Tenant (as evidenced by postmark) on or before the tenth (10th) day following the date on which it first becomes due, or if any other payment of Rental is not received within fifteen (15) days after notice that the same has not been paid on its due date or (b) Landlord has made a payment required to be made by Tenant hereunder after notice to Tenant and the opportunity to make such payment in a timely manner, then a late charge on the sums so overdue or paid by Landlord, calculated at the Late Charge Rate from the date such Rental first becomes due or the date of payment by Landlord, as the case may be, to the date on which actual payment of the sums is received by Landlord, shall become due and payable to Landlord as liquidated damages for the administrative costs and expenses incurred by Landlord by reason of Tenant's failure to make prompt payment. Tenant shall pay Landlord, within fifteen (15) days after demand, which may be made from time to time, all late charges. No failure by Landlord to insist upon the strict performance by Tenant of its obligations to pay late charges shall constitute a waiver by Landlord of its right to enforce the provisions of this Article 5 in any instance thereafter occurring. The provisions of this Article 5 shall not be construed in any way to extend the grace periods or notice periods provided for in Article 22 hereof.

## ARTICLE 6

## INSURANCE

Section 6.1 Insurance Requirements.

(a) Commencement Date Insurance Coverage Requirements. From the Effective Date until the commencement of Construction of the Building, Tenant shall carry, or cause to be carried, and thereafter keep in full force and effect, or cause to be kept in full force and effect, insurance coverage of the types and in minimum limits as follows:

(i) Property Insurance. Insurance on the Building under an "All Risk of Physical Loss" policy (hereinafter referred to as "All Risk"); provided, however, that in no event shall the foregoing be deemed to obligate Tenant to carry or cause to be carried any insurance with respect to any item of movable personal property located in the Premises ("Contents Insurance"). Such insurance shall be written on an "Agreed Amount" basis, with full replacement cost, with the replacement cost of the Building, excluding foundation and excavation costs (the "Replacement Value"), as determined in the manner hereinafter provided. From time to time, but not less frequently than every fifth ($5^{th}$) Lease Year after Substantial Completion of the Building, Tenant shall cause an appraisal of the Building to be made by an estimator selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld or delayed) in order to determine the Replacement Value thereof. In no event, however, shall such Replacement Value be reduced by depreciation or obsolescence of the Building. Promptly after each such appraisal is made, the amount of insurance hereunder shall be adjusted accordingly, in accordance with such appraisal and the requirements of this Section. Such "All Risk" policy hereunder shall state that the valuation of any loss to be determined thereunder shall be made on a replacement cost basis.

(ii) Liability Insurance. Commercial General Liability Insurance with respect to the Premises and the operations related thereto, against liability for personal injury, including bodily injury and death, and property damage. Such commercial general liability insurance shall be on an occurrence basis and specifically shall include:

Garage Keeper's Legal Liability, if applicable;

Sprinkler Leakage Legal Liability, if applicable;

Contractual Liability (covering Tenant's obligation to indemnify the Landlord Indemnitees as required under Section 19.1 hereof, but only to the extent each portion of such indemnity is not customarily excluded under a commercial general liability policy);

Water Damage Legal Liability;

Products Liability;

Named windstorm; and

Motor Vehicle Liability coverage for all owned and non-owned vehicles, including rented and leased vehicles.

All insurance against liability for personal injury, including bodily injury and death, and property damage specified in this, Section 6.1(a)(ii) shall be written for a combined

single limit of not less than Ten Million Dollars ($10,000,000). Such limit can be satisfied with any combination of two or more separate primary Commercial General Liability and Umbrella/Excess Liability policies.

(iii) Statutory Workers' Compensation and Disability Insurance. Statutory Workers' Compensation Insurance (or qualification as a self-insurer) and New York State Disability Benefits Insurance covering all persons employed by Tenant in connection with the operation of the Premises.

(iv) Miscellaneous Insurance. Such other insurance in such amounts as from time to time reasonably may be required by Landlord against such other insurable hazards as at the time are commonly insured against by prudent owners of premises similarly situated to the Premises and located in Queens, New York; provided that, if Tenant shall be maintaining insurance in accordance with the requirements of a Recognized Mortgagee, the foregoing requirements shall be deemed satisfied.

(b) Construction of the Building Insurance Coverage Requirements. From the commencement of Construction of the Building until the Building shall be Substantially Completed, and at any time during the Term of this Lease when Construction Work shall be in progress, Tenant shall cause to be provided, and thereafter cause to be kept in full force and effect, insurance coverage of the types and in minimum limits as follows:

(i) Contractor's Comprehensive/Motor Vehicle. Contractor's Comprehensive and Motor Vehicle Liability Insurance naming Tenant as an insured and Landlord, the general contractor or construction manager, if any, as additional insureds, for a combined single limit of not less than One Million Dollars ($1,000,000) for personal injury, including bodily injury and death, and property damage, such insurance to include Operations Premises Liability, Contractor's Protective Liability on the operations of all subcontractors, Completed Operations, Contractual Liability, and Motor Vehicle Liability for all owned and non-owned vehicles, including rented and leased vehicles and for all vehicles owned or leased by contractors or subcontractors, and, if the contractor is undertaking foundation, excavation or demolition work, an endorsement that such operations are covered and that the "XCU Exclusions" have been deleted.

(ii) Statutory Workers' Compensation and Disability Insurance. Statutory Workers' Compensation Insurance (or qualification as a self-insurer) and New York State Disability Benefits Insurance covering all persons employed in connection with the performance of any Construction Work.

(iii) Builder's Risk. Builder's Risk Insurance (standard "All Risk") written on a completed value (non-reporting) basis, naming Tenant, Landlord, the general contractor or construction manager, if any, and all subcontractors employed by Tenant or the general contractor or construction manager, if any, as additional insureds or loss payees, as their respective interests may appear, in an amount equal to 100% of the Replacement Value. Such insurance policy (A) shall contain a written acknowledgment (annexed to the policy) by the insurance company that its right of subrogation has been waived with respect to all of the insureds and any Recognized Mortgagees named in such policy and an endorsement stating that "permission is granted to complete and occupy",

and (B) if any off-site storage location is used, shall cover, for full insurable value, all materials and equipment at any such off-site storage location intended for use with respect to the Premises.

(iv) Owner's Protective Insurance. If not included under Section 6.1(b)(i), Owner's Protective or Owner/Landlord Liability Insurance written on an occurrence basis in the amount of not less than $10,000,000 combined single limit, with an aggregate of $20,000,000, covering Landlord, as owner. Such insurance coverage can be provided in a contractor's controlled insurance program or other "roll-up" insurance plan that permits Named Insured coverage for Landlord and Tenant and preserves for them right of cross-suit.

(v) Indemnification. Contractual Liability (covering Tenant's obligation to indemnify the Landlord Indemnitees as required under Section 20.1 hereof, but only to the extent each portion of such indemnity is not customarily excluded under a commercial general liability policy).

(vi) Miscellaneous Insurance. Such other insurance in such amounts as from time to time reasonably may be required by Landlord or carried by Tenant against such other insurable hazards as at the time are commonly insured against in the case of premises similarly situated to the Premises or business operations of a size and nature similar to the business operations being conducted at the Premises and located in Queens, New York.

(c) Post Delivery Date Insurance Coverage Requirements. From the Delivery Date of the Project until the Expiration of the Term, Tenant shall carry or cause to be carried, and shall keep in full force and effect or cause to be kept in full force and effect, insurance coverage of the types and in minimum limits as follows:

(i) Property Insurance. Insurance on the Building under an "All Risk of Physical Loss" policy (hereinafter referred to as "All Risk"); provided, however, that in no event shall the foregoing be deemed to obligate Tenant to carry or cause to be carried Contents Insurance. Such insurance shall be written on an "Agreed Amount" basis, with full the Replacement Value.

(ii) Liability Insurance. Commercial General Liability Insurance with respect to the Premises and the operations related thereto, whether or not conducted at the Premises, against liability for personal injury, including bodily injury and death, and property damage. Such commercial general liability insurance shall be on an occurrence basis and specifically shall include:

Garage Keeper's Legal Liability, if applicable,

Sprinkler Leakage Legal Liability, if applicable;

Contractual Liability (covering Tenant's obligation to indemnify the Landlord Indemnitees as required under Section 19.1 hereof, but only

to the extent each portion of such indemnity is not customarily excluded under a commercial general liability policy);

Water Damage Legal Liability;

Products Liability;

Named windstorm;

Pollution Liability; and

Motor Vehicle Liability coverage for all owned and non-owned vehicles, including rented and leased vehicles.

All insurance against liability for personal injury, including bodily injury and death, and property damage, specified in Section 6.1(c)(ii) shall be written for a combined single limit or any combination of primary and excess coverage in an aggregate amount not less than Ten Million Dollars ($10,000,000). Such limit can be satisfied with any combination of two or more separate primary Commercial General Liability and Umbrella/Excess Liability policies.

(iii) Statutory Workers' Compensation and Disability Insurance. Statutory Workers' Compensation Insurance (or qualification as a self-insurer) and New York State Disability Benefits Insurance covering all persons employed by Tenant in connection with the operations conducted in the Premises.

(iv) Rent Insurance. Rent Insurance ("Rent Insurance") on an "All Risk of Physical Loss" basis in an amount equal to one (1) years then-current Base Rent, Impositions and other additional rent provided for herein.

(v) Boiler and Machinery Insurance. Boiler and Machinery Insurance in an amount of not less than the replacement cost of such boilers, if any, and other machinery located in the Building.

(vi) Miscellaneous Insurance. Such other insurance in such amounts as from time to time reasonably may be required by Landlord against such other insurable hazards as at the time are commonly insured against by prudent owners of premises similarly situated to the Premises and located in Queens, New York; provided that, if Tenant shall be maintaining insurance in accordance with the requirements of a Recognized Mortgagee, the foregoing requirements shall be deemed satisfied.

(d) Named Insureds. All insurance provided by or on behalf of Tenant pursuant to the provisions of this Article shall name Tenant as a named insured and, except for the insurance provided pursuant to Sections 6.1(a)(iii), 6.1(b)(ii) and 6.1(c)(iii) hereof, and except as otherwise provided in Section 6.2(b) hereof, shall also name Landlord (in its proprietary capacity), as additional insureds. Tenant shall not name any Mortgagee under any insurance policy to be carried hereunder, either as an additional insured or under a mortgagee endorsement, unless such Mortgagee is a Recognized Mortgagee. During the term of this Lease,

Tenant, at Tenant's sole cost and expense, shall provide ISO Form CG 20 11 to its insurance coverages with respect to the addition of Landlord as a named and additional insured.

(e) Adjustment of Amounts. The amounts of all insurance required by parts (c)(i), (c)(ii), (c)(iv), (c)(vi) and (c)(vii) of this Section shall be adjusted from time to time at the request of Landlord (but not more often than every three (3) years), by adjusting the coverage by such amounts as are necessary to reflect the coverage that would be required by a prudent landlord of a comparable project of similar size and nature to the Premises, as applicable, in Queens, New York. If a dispute arises as to the limits of the insurance to be carried pursuant to this Article, such dispute shall be determined by arbitration as provided in Article 34.

Section 6.2 Application of Proceeds and General Requirements Applicable to Policies.

(a) Proceeds of Insurance in General. Any proceeds received pursuant to the insurance coverages required by this Article (other than proceeds of liability insurance and workers' compensation, which shall be payable to the injured party directly) shall, prior to the date when Landlord owns the Retail Unit, be payable to the senior most Mortgagee, or, if none, to the senior most holder of a Fee Mortgage, or if none, to Tenant, as trustee, and shall be deposited by in an interest-bearing account. Tenant hereby acknowledges that Tenant owes a fiduciary duty to Landlord with respect to any payment of proceeds to Tenant in accordance with this Section. No insurance proceeds shall be released for application to Casualty Restoration (except for emergency repairs and work to secure the safety of the Building) until Landlord has approved plans and specifications (to the extent they differ in more than a de minimis extent from the Final Plans and Specifications) for the Casualty Restoration of the Retail Space in accordance with this Lease and the construction timetable for completion of the Casualty Restoration of the Retail Space. Any proceeds of Contents Insurance shall be payable solely to the party maintaining such Contents Insurance. Insurance proceeds with respect to a property loss, shall be (i) held by such party in trust for the purpose of paying the cost of the applicable Casualty Restoration, and (ii) applied by such party, upon draw requests from Tenant including approved budget items, invoice and such lien waivers as the senior most Mortgagee, or if none, the senior most holder of a Fee Mortgage, may reasonably require, first to the reasonable and actual costs incurred by such party in administering the proceeds and next to the payment in full of the cost of the applicable Casualty Restoration before using any part of the same for any other purpose. After the Delivery Date, the Required Condominium Documents shall govern application of insurance proceeds with respect to Casualty Restoration that is the responsibility of the Condominium board of managers.

(b) Proceeds of Rent Insurance. Rent Insurance shall name Landlord and Tenant as the insured and loss payee. Landlord shall be paid such proceeds at the time and in the manner provided in Article 3, such proceeds to be applied first to Base Rent and Impositions, for the period from the occurrence of the damage or destruction until Substantial Completion of the Casualty Restoration. The balance of Rent Insurance proceeds, if any, after their application in accordance with the provisions of this Section 6.2, shall be retained by Tenant.

(c) Insurance Carriers and Form of Policies. All primary insurance required by this Article shall be in such form and shall be issued by such responsible insurance companies licensed or authorized to do business in the State of New York. Any insurance company rated by

Bests Insurance Reports (or any successor publication of comparable standing) as A or better (or the equivalent of such rating) shall be deemed a responsible insurance company. All insurance policies required by this Article shall be obtained by or on behalf of Tenant for periods of not less than one (1) year. A certified copy, signed by an authorized representative of the insurer, of each such policy shall be delivered to Landlord promptly upon its receipt from any insurance company or companies. Certified copies (or, if applicable, certificates of insurance) of new or renewal policies replacing any policies expiring during the Term shall be delivered to Landlord within thirty (30) days following the expiration of expired policies, as long as evidence of renewal policies, in binder or certificate form, shall be delivered to Landlord not less than ten (10) days before the expiration dates of any expiring policies, together with a receipt or proof reasonably satisfactory to Landlord that the premiums for the term of each of such policies (or installment payments then required to have been paid on account of such premiums) have been paid in full.

(d) Payment of Premiums. Tenant may pay the premiums for any of the insurance required hereunder in installments in accordance with the provisions of the applicable policies, provided that Tenant pays all such installments in full before the respective due dates (including any applicable grace periods) for such installments and provides proof reasonably satisfactory to Landlord of payment of such installments.

(e) Cooperation in Collection of Proceeds. With respect to property insurance, Tenant and Landlord shall cooperate in connection with the collection of any insurance monies that may be due in the event of loss and Tenant and Landlord shall execute and deliver such proofs of loss and other instruments as may be reasonably required of Tenant or Landlord, respectively, for the purpose of obtaining the recovery of any such insurance monies.

(f) Separate Property Insurance. Tenant shall not carry separate property insurance concurrent in form or contributing in the event of loss with that required by this Lease unless Landlord is named as an additional insured, with loss payable as provided in this Lease. Tenant promptly shall notify Landlord if it is carrying such separate insurance and shall cause certified copies of such policies or certificates of insurance of such policies, together with proof of payment of all premiums (or required installment payments on account of such premiums) to be delivered to Landlord in accordance with the provisions of Sections 6.2(c) and (d).

(g) Adjustments for Claims. All property insurance policies required by this Article shall provide that any adjustments for claims with the insurers shall require Landlord and Tenant consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, adjustments shall in each case be subject to the rights hereunder of any Recognized Mortgagee and any holder of a Fee Mortgage named as insured parties. All loss proceeds, however, shall be payable as provided in Section 6.2(a), based upon the actual amount of the loss as such amount has been determined by adjustment with the insurer.

(h) Compliance With Policy Requirements. Tenant shall not violate or cause to be violated any of the material conditions, provisions or requirements of any insurance policy required by this Article, and Tenant shall perform, satisfy and comply with or cause to be performed, satisfied and complied with the material conditions, provisions and requirements of the insurance policies and the companies writing such policies.

(i) Required Insurance Policy Clauses. Each policy of insurance required to be carried pursuant to the provisions of this Article shall contain (i) with respect to property insurance, a provision that no act or omission of the insured shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, (ii) an agreement by the insurer that such policy shall not be canceled, modified or denied renewal without at least thirty (30) days prior written notice to Landlord and all other additional insureds, and (iii) with respect to property insurance, a reciprocal waiver of subrogation by the insurer (or by an insured, if self-insured) of any right to recover the amount of any loss resulting from the negligence of Landlord, Tenant or any of their agents or employees.

Section 6.3 Equivalent Protection; Further Changes. The parties acknowledge that over the term of this Lease, changes in the forms of insurance policies and in insurance practices may occur. In such event, Landlord shall have the right to require Tenant to furnish at Tenant's sole expense, such additional or substitute coverages, policy terms and conditions, or limits of liability, as are necessary to constitute equivalent protection, provided same does not exceed the coverage that a prudent ground lessee of a comparable facility in Queens, New York would maintain at such time. If a dispute arises as to such additional or substitute coverages, policy terms and conditions, or limits of liability, as are necessary to constitute equivalent protection, to be carried pursuant to this Section, such dispute shall be determined by arbitration as provided in Article 34.

Section 6.4 Landlord's Entry. During Construction of the Building, if, pursuant to the terms of this Lease, Landlord or its agents, subtenants, contractors, licensees or invitees are permitted to enter upon the Premises, Landlord or its agents, subtenants, contractors, licensees or invitees, as applicable, shall execute and deliver a release and waiver agreement in the form annexed hereto as Exhibit 6.4(b). If entry is for any purpose other than Landlord or its agents conducting inspections of construction, then prior to such entry, Tenant shall receive evidence of the insurance coverages required under Section 6.1(b). Tenant shall cooperate with the Continuing Tenant Urban Fresh Corp. to permit such tenant to perform tenant improvement work during Construction of the Building provided that the Urban Fresh Corp. does not delay or interfere with Construction of the Building. Tenant shall cooperate with Landlord in the event that Landlord requests access to the Premises (i) to remove the sprinkler system after the Continuing Tenants vacate, provided that such access does not delay or interfere with Construction of the Building, and (ii) to show the site and construction to prospective tenants and lenders, provided that such access does not delay or interfere with Construction of the Building, in each case subject to compliance with the terms and conditions set forth in this Section 6.4.

## ARTICLE 7

## DAMAGE, DESTRUCTION AND RESTORATION

Section 7.1 Notice to Landlord. Tenant shall notify Landlord promptly if the Building is damaged or destroyed in whole or in part by fire or other casualty if the reasonably estimated cost of repairing or restoring such damage or destruction is in excess of $500,000.00, as adjusted to reflect increases in the Cost of Living Index.

Section 7.2 Casualty Restoration.

(a) Obligation to Restore. If any portion of the Building is damaged or destroyed by fire or other casualty, ordinary or extraordinary, foreseen or unforeseen, Tenant, in accordance with the provisions of this Article 7 and Article 12, shall restore the Premises, including, without limitation, the Building (including, without limitation, the Retail Space) (exclusive of any Subtenant installations) as nearly as may be practicable to the condition and quality of the Building as the same existed immediately before such casualty or shall build a new building substantially similar in size, layout and utility to the Building existing immediately prior to such casualty to the extent that applicable zoning laws in effect at the time permit such restoration or rebuilding, in accordance with plans and specifications approved by Landlord (to the extent they differ in more than a de minimis extent from the Final Plans and Specifications), in its reasonable discretion (a "Casualty Restoration" ), but only to the extent insurance proceeds are sufficient to pay in full the cost of the Construction Work in connection with the Casualty Restoration.

(b) Commencement of Construction Work. Subject to Unavoidable Delay, Tenant shall use commercially reasonable efforts to (i) commence the Construction Work in connection with a Casualty Restoration (A) with respect to the Retail Space, within one hundred twenty (120) days, subject to extension for adjustment of claims to the extent Tenant is diligently pursuing same after the occurrence of the damage or destruction and (B) with respect to the remainder of the Building, within a commercially reasonable time after the occurrence of the damage or destruction under the circumstances and (ii) prosecute diligently such Construction Work to completion.

(c) Estimate of Construction Work Cost; Estimated Restoration Period. Before commencing any Construction Work in connection with a Casualty Restoration and within ninety (90) days of the damage or destruction, Tenant shall furnish Landlord with an estimate, prepared by a certified architect selected by Tenant and reasonably approved by the party designated to hold such proceeds in accordance with Section 7.2(a), of the cost of such Construction Work and the Estimated Restoration Period.

Section 7.3 Restoration Funds.

(a) Disbursement of Restoration Funds.

(i) Application for Disbursement. Subject to the provisions of Sections 7.3(a), 7.3(a)(ii), 7.4, 7.5 and 7.9 hereof, the Restoration Funds shall be paid to Tenant in installments as the Restoration progresses, upon application to be submitted by Tenant to the party holding insurance proceeds pursuant to Section 7.2(a), with a copy to Landlord, showing the cost of labor and the cost of materials, fixtures and equipment that either (A) have been incorporated in the Building since the last previous application and paid for (or in respect of which payments are then due and owing), or (B) have not been incorporated in the Building but have been purchased since the last previous application and paid for (or in respect of which payments are then due and owing) and insured by Tenant for one hundred percent (100%) of the cost thereof and stored at a secure and safe location on the Premises or at such other location as shall be reasonably satisfactory to party holding insurance proceeds pursuant to Section 7.2(a). No installment payment

shall be made to Tenant for materials, fixtures and equipment purchased but not yet incorporated in the Building until the applicable party shall have delivered to party holding insurance proceeds pursuant to Section 7.2(a), certificates of insurance evidencing that such materials, fixtures and equipment are insured for one hundred percent (100%) of the cost thereof. If Tenant or an Affiliate of Tenant performs the Restoration, Tenant shall be entitled to a contractor's fee not to exceed the amount customarily and reasonably paid in arms-length transactions in Queens, New York for the item or service provided.

(ii) Holdback of Restoration Funds. The amount of any installment of the Restoration Funds to be paid to Tenant shall be equal to ninety percent (90%) of the amount by which (A) the product derived by multiplying the Restoration Funds by a fraction, the numerator of which shall be the total cost (including any amounts that may have been retained by Tenant from any contractors) of all labor, and the cost of materials, fixtures and equipment incorporated in the Building or purchased, insured and stored as provided in Section 7.3(a)(i) hereof, and the denominator of which shall be the total estimated cost of the Construction Work in connection with such Restoration, exceeds (B) all prior installments of Restoration Funds paid to Tenant. Upon completion of the Restoration, and upon application for final payment submitted by Tenant to party holding insurance proceeds pursuant to Section 7.2(a), and compliance with the conditions set forth in Section 7.4 hereof, the remaining portions of the Restoration Funds shall be first paid to each of Tenant's contractors in payment of the amounts due and remaining unpaid on account of work performed in connection with the Restoration and any amounts retained under such contracts, and the balance of the Restoration Funds shall be paid to Tenant.

(b) Disbursement of Remaining Restoration Funds. Any Restoration Funds remaining after the completion of a Casualty Restoration in accordance with the provisions of Sections 12.3 and 12.7 hereof shall be paid to Tenant.

Section 7.4 Conditions Precedent to Disbursement of Restoration Funds. The following are conditions precedent to each payment of Restoration Funds to be made to Tenant pursuant to Section 7.3(a) hereof.

(a) Certificate of Architect. A certificate of Tenant's architect shall be submitted to Landlord, if Landlord is the party holding insurance proceeds pursuant to Section 7.2(a), and otherwise a copy of such certificate shall be submitted to Landlord, stating that:

(i) The sum then requested to be withdrawn either has been paid or is justly due to contractors, subcontractors, materialmen, engineers, architects or other Persons (whose names and addresses shall be stated) who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons with respect thereto; and stating, in reasonable detail, the progress of the Construction Work in connection with the Restoration up to the date of the certificate;

(ii) No part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of Restoration Funds or has been paid out of any of the Restoration Funds received by Tenant;

(iii) The sum then requested does not exceed the cost of the services and materials described in the certificate;

(iv) The materials, fixtures and equipment, for which payment is being requested pursuant to Section 8.3(a)(i)(B) hereof, are equal in quality to the items being restored or replaced and consistent with the applicable plans and specifications;

(v) Except in the case of the final request for payment, the balance of the Restoration Funds (including any bond, cash or other security provided by Tenant in accordance with Section 7.5 hereof) shall be sufficient, upon completion of the Construction Work in connection with the Restoration, to pay for the Construction Work in full, and estimating, in reasonable detail, the total and remaining costs to complete such Construction Work; and

(vi) In the case of the final request for payment, the Construction Work in connection with a Restoration shall have been completed in accordance with the provisions of Sections 12.3 and 12.7 hereof.

(b) Certificate of Title Insurance. There shall be furnished to Landlord a report or a certificate of a title insurance company satisfactory to Landlord, or other evidence satisfactory to Landlord showing that there are no (i) vendor's, mechanic's, laborer's or materialman's statutory or other similar liens filed against the Premises or any part thereof, or (ii) public improvement liens created or caused to be created by Tenant affecting Landlord or the assets of, or any funds appropriated to, Landlord except those as will be discharged upon payment of the amount then requested to be withdrawn.

(c) Defaults. No Event of Default shall exist subject, however, to Section 11.3 hereof.

(d) Requirements of First Lien Recognized Mortgagee. Tenant shall have satisfied any additional conditions to payment of Restoration Funds reasonably required by the first lien Recognized Mortgagee; provided no such requirement of such Recognized Mortgagee shall limit or abridge the requirement that insurance proceeds shall be used to restore the Building or otherwise diminish any rights of Landlord under this Lease or increase any obligations of Landlord under this Lease.

Section 7.5 Restoration Fund Deficiency. If the estimated cost (determined as provided in Section 7.2(c) hereof) of any Construction Work in connection with any Restoration (a) is five percent (5%) of the Replacement Value or more in the aggregate, and (b) exceeds the net Restoration Funds received pursuant to Section 7.3(a), hereof, then, before the commencement of such Construction Work or at any time after commencement of such Construction Work if it is reasonably determined by the party holding insurance proceeds pursuant to Section 7.2(a), that the cost to complete such Construction Work exceeds the unapplied portion of the Restoration Funds, Tenant shall, within thirty (30) days of request,

deposit with the party holding insurance proceeds pursuant to Section 7.2(a), a bond, cash, a letter of credit, or other security reasonably satisfactory to Landlord in the amount of such excess, to be held and applied in accordance with the provisions of Section 7.3 hereof. Notwithstanding the foregoing, in the event that the first lien Recognized Mortgagee requires Tenant to deposit with such Recognized Mortgagee a bond, cash, letter of credit or other security to cover the cost to complete Construction Work, and Tenant complies with such requirement, then Tenant shall be deemed to have complied with the provisions of this Section 7.5.

Section 7.6 Effect of Casualty on This Lease. Except as provided below, this Lease shall neither terminate, be forfeited nor be affected in any manner, nor shall there be a reduction or abatement of Rental by reason of damage to, or total, substantial or partial destruction of, the Building, or by reason of the untenantability of the Building or any part thereof, nor for any reason or cause whatsoever. Tenant's obligations hereunder, including the payment of Rental, shall continue as though the Building had not been damaged or destroyed, without abatement, suspension, diminution or reduction whatsoever. Notwithstanding the foregoing, if the Building shall be damaged or destroyed at any time where fewer than 5 years remain in the Term and the estimated period of the Casualty Restoration therefor shall exceed twelve (12) months after the date of the occurrence of the damage or destruction, Tenant shall have the right to terminate this Lease, with not less than thirty (30) days' written notice to Landlord and upon the date set forth in such notice for the termination, this Lease shall expire as if such date were the date set forth herein as the Expiration Date, Landlord shall refund to Tenant any and all amounts paid in advance by Tenant hereunder and thereafter neither party shall have any further rights or obligations hereunder except for those rights and obligations herein expressly set forth to survive the Expiration Date. In connection therewith, Tenant shall assign to Landlord all of Tenant's interest and right to and in the proceeds of any insurance policy carried by Tenant in accordance with the provisions of Article 6 relating to casualty to the Building. In the event of a casualty to the Building which would give rise to the right to seek partition under Article VIII Section 3 of the by-laws of the Required Condominium Documents and (i) there are insufficient Restoration Funds available to complete the Construction Work and (ii) neither Tenant, or any member of partner of Tenant or any Recognized Mortgagee elects to fund such shortfall in accordance with Section 7.5 (as to such Recognized Mortgagee or investor member of Tenant within one hundred twenty (120) days of receipt of notice of such shortfall) then in such event, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other, in which event all Restoration Funds shall be distributed in accordance with Article XII Section 5 of the by-laws of the Required Condominium as if a taking of Substantially All of the Property had occurred.

Section 7.7 Waiver of Rights Under Statute. The existence of any present or future law or statute notwithstanding, Tenant waives all rights to quit surrender the Premises or any part thereof by reason of any casualty to the Building except as may be expressly provided in this Lease. It is the intention of Landlord and Tenant that the foregoing is an "express agreement to the contrary" as provided in Section 227 of the Real Property Law of the State of New York.

Section 7.8 Rights of Recognized Mortgagees. If at any time a Recognized Mortgagee is performing a Casualty Restoration because of Tenant's failure to do so, such Recognized Mortgagee shall have the rights of Tenant under this Lease, and such Recognized Mortgagee may perform the Casualty Restoration in the name or stead of Tenant.

## ARTICLE 8

## CONDEMNATION

Section 8.1 Substantial Taking.

(a) Termination of Lease for Substantial Taking. If all or Substantially All of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and a Person authorized to exercise such right, this Lease and the Term shall terminate and expire on the Date of Taking as if such date were the date set forth herein as the Expiration Date, and the Rental payable by Tenant shall be apportioned and paid to the Date of Taking. Landlord shall refund to Tenant any and all amounts paid in advance by Tenant hereunder and thereafter neither party shall have any further rights or obligations hereunder except for those rights and obligations herein expressly set forth to survive the Expiration Date.

(b) Disbursement of Award. If all or Substantially All of the Premises shall be taken or condemned as provided in Section 8.1(a), the Condemnation Proceeds shall be paid out and distributed in the following order and priority and Tenant hereby waives, releases and relinquishes any and all claims, awards or damages predicated on the value of the unexpired Term of this Lease: (i) the value of the Land, valued as unimproved land and exclusive of improvements but burdened and benefited by this Lease, shall be distributed to Landlord, (ii) the Recognized Mortgagee shall be paid an amount equal to the then remaining balance of principal and interest due on the Recognized Mortgage, (iii) to the extent that Landlord shall have received pursuant to subparagraph (i) above less than $50,000,000, to Landlord until it has received such amount, (iv) Tenant shall be paid an amount out of the Condemnation Proceeds equal to the lesser of (A) the then remaining balance of the Condemnation Proceeds, or (B) the amount by which (x) the depreciated cost on the books of Tenant total of all of the construction, repair and replacements, both so-called hard and soft costs, incurred by Tenant in constructing, repairing and replacing, all of the improvements located on the Premises on the Date of Taking, exceeds (y) the amount paid to the Recognized Mortgagee pursuant to clause (ii) above, and (iv) the balance of the Condemnation Proceeds, if any, remaining after payments described above have been made shall be distributed to the Tenant and Landlord based on the relative fair market value of the Retail Space or Retail Unit to the relative fair market value of the Premises on the Date of Taking.

Section 8.2 Less Than A Substantial Taking.

(a) Taking Less Than Substantially All of the Premises. If less than Substantially All of the Premises is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right, this Lease shall continue (except that this Lease shall terminate in respect of the portion of the Premises taken) for the remainder of the Term in accordance with its terms). If less than Substantially All of the Premises is taken, and some or all of the Retail Space is taken, Tenant shall be required to use its best efforts to replace the taken Retail Space in other locations in the Project that are reasonably acceptable to Landlord.

(b) Obligation to Restore the Premises. If less than Substantially All of the Premises shall be taken as provided in Section 8.2(a), this Lease shall not terminate or be affected in any way, except as provided in Section 8.3, and Tenant, at its sole cost and expense, if the Condemnation Proceeds shall be sufficient for the purpose, shall proceed diligently with Condemnation Restoration. The Condemnation Proceeds shall be paid in the following order and priority, and Tenant waives, releases and relinquishes any and all claims, awards or damages predicated on the value of the unexpired Term of this Lease as the same relates to the portion of the Premises affected by the taking if such claims, awards or damages would reduce the amount due Landlord hereunder: (i) First, Tenant shall be entitled to receive such portion of the Condemnation Proceeds with interest thereon as shall be awarded for Condemnation Restoration of the Premises and Tenant shall promptly, at its sole cost and expense, in accordance with the provisions of Article 7 and Article 12, restore the Premises (exclusive of Subtenant installations in the Building), taking into account (1) any reduction in the area of the Land and (2) any reduction in the number of square feet which may be constructed on the Land, in each case as a result of the taking in question; and (ii) then, to Landlord and Tenant in accordance with the provisions of Section 8.1(b). Landlord, in no event, shall be called upon to restore any remaining portion of the Premises not so taken or to pay any costs or expenses thereof. No holder of any Mortgage shall have the right to apply the proceeds of any award paid in connection with any taking toward payment of the sum secured by its Mortgage to the extent that this Lease requires the award to be applied by Tenant to restore the portion of the Premises remaining after such taking. Payments to Tenant for Condemnation Restoration shall be disbursed in the same manner as insurance proceeds are disbursed to Tenant under this Lease.

Section 8.3 Temporary Taking.

(a) Notice of Temporary Taking. If the temporary use of the whole or any portion of the Premises is taken for a public or quasi-public purpose by a lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Tenant and those authorized to exercise such right, Tenant shall promptly give Landlord notice thereof. The Term shall not be reduced or affected in any way by reason of such temporary taking and Tenant shall continue to pay Landlord Rental without reduction or abatement. The Condemnation Proceeds for such temporary use of the Premises (after first deducting the reasonable costs and expenses, including legal fees and disbursements, incurred by Landlord and Tenant in collecting the Condemnation Proceeds) shall be paid to Tenant.

(b) Obligation to Restore for Temporary Taking Not Extending Beyond the Term. If the temporary taking is for a period not extending beyond the Expiration of the Term, such award shall be paid to, and held by, Tenant and applied from time to time, to the extent allocable to the Premises, first to the payment of the Rental payable by Tenant hereunder for the period in question and any remaining balance, with any interest accrued thereon, to be paid to Tenant or to its first priority lien Recognized Mortgagee. Notwithstanding the foregoing, if the taking results in changes or alterations in the Premises that would necessitate an expenditure to restore the Premises to its former condition, then Tenant shall restore the Premises in the same manner, and subject to the same terms and conditions, as if such restoration were a Condemnation Restoration.

(c) Temporary, Taking Extending Beyond the Expiration of the Term. If the temporary taking is for a period extending beyond the Expiration of the Term, such award or payment shall be apportioned between Landlord and Tenant as of the Expiration of the Term and Tenant's share thereof shall be paid and applied in accordance with the provisions of Section 8.3(b) and this Lease shall terminate as of the date of such temporary taking, provided that Landlord shall be entitled to an apportionment of the award as of the Expiration of the Term. If this Lease shall terminate for any reason before completion of Construction Work to restore the Premises, Landlord shall be entitled to any remaining award reasonably estimated to be required to complete such Construction Work and the balance shall be apportioned between Landlord and Tenant as of the Expiration of the Term. Such apportionment obligations shall survive the expiration or termination of this Lease.

Section 8.4 Governmental Action Not Resulting in a Taking. In case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, such as the changing of the grade of any street upon which the Premises abut, then this Lease shall continue in full force and effect without reduction or abatement of Rental. Any award payable thereunder shall be applied (i) first to reimburse Tenant for any Construction Work performed by Tenant resulting from such governmental action (including, without limitation, attorneys', engineers', architects' and other professional fees) (ii) then to compensate Landlord for any diminution in value of the Retail Space, and (iii) the remainder to Tenant.

Section 8.5 Collection of Awards. Each of the parties shall execute documents that are reasonably required to facilitate collection of any awards made in connection with any condemnation proceeding referred to in this Article.

Section 8.6 Tenant's Approval of Settlements. Landlord shall have no power or authority to settle or compromise any taking or other governmental action creating a right to compensation in Tenant as provided in this Article without the prior written consent of Tenant, such consent not to be unreasonably withheld.

Section 8.7 Negotiated Sale. In the event of a negotiated sale of all or a portion of the Premises in lieu of condemnation, the proceeds shall be distributed as provided in cases of condemnation.

Section 8.8 Intention of Parties. It is the intention of Landlord and Tenant that the provisions of this Article 8 shall constitute an "express agreement to the contrary" as provided in Section 227 of the Real Property Law of the State of New York and shall govern and control in lieu thereof.

Section 8.9 Dispute Resolution.

(a) Landlord and Tenant each agree to make a good faith effort to reach an agreement with respect to the portion of the Condemnation Proceeds each of them shall receive in accordance with the provisions of Article 8.

(b) If Landlord and Tenant shall be unable to reach mutual agreement with respect to the distribution of Condemnation Proceeds, or any valuation, within forty-five (45)

days after the amount thereof is determined ("First Period"), then the amount each is entitled to receive out of the Condemnation Proceeds shall be determined by arbitration in the manner set forth hereinafter. Landlord and Tenant shall during the ten (10) day period next following the expiration of the First Period notify each other of the name and address of the arbitrator designated by each of them. If either Landlord or Tenant does not designate an arbitrator, within the time herein limited, then the party having designated an arbitrator shall request the President of the New York City Real Estate Board, or any organization successor thereto, to designate the second arbitrator. The two (2) arbitrators so designated shall reach a decision within forty-five (45) days after the appointment of the second arbitrator (the "Second Period"). If the two (2) arbitrators shall be unable to reach a decision by the expiration of the Second Period, they shall appoint a third arbitrator within ten (10) days thereafter. If the two (2) arbitrators appointed by Landlord and Tenant shall be unable to agree, within said ten (10) day period upon the appointment of a third arbitrator, either party shall request the then President of the New York City Real Estate Board (or any organization successor thereto) to appoint the third arbitrator.

(c) Each arbitrator appointed as aforesaid shall be a disinterested person having not less than ten (10) years' experience as a commercial real estate appraiser, and shall be a member of the American Institute of Real Estate Appraisers ("MAI") or any organization successor thereto, or if neither is in existence at the time, then an organization of appraisers having a substantially equal reputation as certified by the ten President of the New York City Real Estate Board. Immediately following the selection of the third arbitrator, the three (3) arbitrators shall proceed to determine the issue to be arbitrated which shall be determined based on the provisions of this Article 8. The arbitrators shall reach a decision and shall notify Landlord and Tenant thereof in writing no later than the expiration of the sixty (60) day period next following the appointment of the third arbitrator. The determination of a majority of the arbitrators or of the two (2) arbitrators (as the case may be) shall be binding and conclusive upon the parties. Each party shall pay the costs and expenses of the arbitrator selected by it, and both parties shall share the costs and expenses of the third arbitrator and other expenses of the arbitration in equal shares. The arbitrators, at the request of either party, shall hold a hearing or hearings at which each party may present such oral argument, written briefs, oral or written evidence, and expert witnesses with respect to the matter as each party may consider desirable. Each party may appear by and with counsel and each party shall have the right to cross-examination. In the event of the failure, refusal or inability of any arbitrators to act, a new arbitrator shall be appointed to replace him or her in the same manner provided above for the appointment of the arbitrator so failing or refusing or unable to act.

Section 8.10 Recognized Mortgagee and Fee Mortgagee. Each Recognized Mortgagee and Fee Mortgagee shall be entitled to participate in any proceedings or negotiations relating to the condemnation, eminent domain or any agreement in lieu thereof to the same extent that Tenant and Landlord, as applicable, shall be entitled to participate, and copies of all notices and other communications required to permitted to be given to Landlord or Tenant under this Article 8 shall also be delivered to each such Recognized Mortgagee and Fee Mortgagee, as applicable, provided, however, that such Recognized Mortgagee and Fee Mortgagee shall have agreed to be bound by the terms of this Lease in respect of the distribution of any Condemnation Proceeds.

## ARTICLE 9

## ASSIGNMENT, TRANSFER AND SUBLETTING

Section 9.1 Tenant's Right to Assign, Transfer or Enter into a Sublease.

(a) Prior to the Delivery Date. Except as otherwise provided to the contrary herein, prior to the Delivery Date, Tenant shall not, without the prior written consent of Landlord, in its sole and absolute discretion, enter into (i) an Assignment, or (ii) a Transfer, or (iii) a Sublease. Notwithstanding such prohibition, after (or simultaneously with) the Commencement Date, Tenant, without the consent of Landlord, may (i) assign its interest in this Lease (other than the right to receive the rent payable to Landlord hereunder, if any, under the Continuing Leases) to one or more Recognized Mortgagees (or a wholly owned subsidiary thereof) as collateral security; (ii) enter into one or more Subleases, Assignments or Transfers to one or more entity: (1) in which Phipps Houses ("Phipps"), an Affiliate of Tenant, is the sole member of the housing development fund corporation (a "HDFC Entity"); (2) which is a limited partnership in which Phipps or its Affiliate, directly or indirectly, holds an interest of 51% or more in the general partner (a "LP Entity"); and/or (3) a limited liability company in which Phipps or its Affiliate holds an interest of 51% or more in the managing member (a "LLC Entity"); and/or (iii) subject its interest under the Lease to a "nominee structure") where the leasehold interest will be held by an HDFC Entity and the equitable and beneficial leasehold interest will be held by either a LP Entity or a LLC Entity. The Project Completion Guaranty shall remain in full force and effect notwithstanding any such Sublease, assignment or transfer. In addition, and not withstanding anything herein to the contrary, from and after the Commencement Date, if the beneficial interest of Tenant in this Lease or any Replacement Lease shall have been assigned to an LLC Entity or LP Entity, no consent of the Landlord shall be required and it shall not be deemed a breach of this Lease or such Replacement Lease if the Phipps Affiliate serving as the managing member or general partner as the case may be is removed and/or replaced by the investor member or limited partner of such LLC Entity or LP Entity as a result of a breach by said managing member or general partner of the operative documents of such entity. Upon the removal and/or replacement of the managing member or general partner, Tenant or an affiliate of Tenant shall make commercially reasonable efforts to deliver or cause to be delivered to Landlord either (1) a completion guaranty in the same form as that delivered by the Project Completion Guarantor pursuant to this Lease or (2) evidence reasonably acceptable to Landlord (which may be in the form of a letter of credit) that Tenant has liquid assets sufficient to complete the Project and satisfy Tenant's obligations hereunder.

(b) On and After the Delivery Date. On and after the Delivery Date, Tenant may freely, without the consent of Landlord, enter into (i) an Assignment of the Lease other than the Retail Space, or (ii) a Transfer. Notwithstanding anything to the contrary contained herein, under no circumstances shall Tenant enter an Assignment of the Premises for the Retail Space without Landlord's prior written consent, in its sole discretion. Any party who is entering into an Assignment or a Transfer, as permitted pursuant to the preceding sentence, shall provide to Landlord notice of the Assignment or Transfer and shall execute and deliver in a form reasonably acceptable to Landlord an assumption agreement from the Assignee or transferee pursuant to which said Assignee or transferee assumes the duties, obligations, covenants, conditions and restrictions of this Lease arising on and after the effective date of the Assignment

or Transfer. Upon any such Assignment or Transfer, the assignor shall be released from any liability arising under this Lease on and after the effective date of the Assignment or Transfer, and, upon request of the assignor, Landlord shall execute and deliver to the assignor a release agreement in a form reasonably acceptable to Landlord and the assignor to evidence such release.

Section 9.2 Subtenant Violation. A violation or breach of any of the terms, provisions or conditions of this Lease that results from, or is caused by, an act or omission by a Subtenant shall not relieve Tenant of Tenant's obligation to cure such violation or breach.

Section 9.3 Subleases For Space Outside of the Retail Space.

(a) On and after the Delivery Date, except as otherwise expressly prohibited under the terms and conditions of this Lease, Tenant may make Non-Retail Subleases to tenants for the Building, or parts thereof (expressly excluding the Retail Space but expressly including any space in the Building which is within Use Group 3 or 4 of the Zoning Resolution), without the Landlord's consent; provided, that each such Non-Retail Sublease shall be for the purposes permitted under the certificate(s) of occupancy for each building comprising the Building and shall not be for retail or commercial use (but may be for uses within Use Group 3 or 4 of the Zoning Resolution).

(b) In the event that there is retail space (excluding for the avoidance of doubt any space in the Building which is within Use Group 3 or 4 of the Zoning Resolution) in the Project located outside of the Retail Space (or in the event that Landlord and Tenant enter into a Replacement Lease, if there is retail space pursuant to the Replacement Lease located outside of the Retail Space), Tenant shall obtain Landlord's consent with respect to the prospective use and location of any prospective retail Sublease prior to entering into a retail Sublease for such space, and prior to any change in use of such space (to a use prohibited by this Section 9.3), which consent may be granted or withheld in the sole discretion of Landlord. Notwithstanding the foregoing, Tenant may enter into retail Subleases with subtenants for such space in the Project without Landlord's consent, if, any only if Tenant complies with conditions (i) through (vii) as follows: (i) each such Sublease shall be for a purpose permitted under the certificate(s) of occupancy for the Building and under applicable Requirements, (ii) retail and restaurant subtenants shall not be national or regional chain stores or franchises of national or regional brands, (iii) Tenant shall not enter into any retail Sublease for use as a drugstore, supermarket, produce market, grocery store, exercise facility, (iv) the aggregate retail space that Tenant subleases in the Project shall not exceed 6,000 square feet of gross leasable space (as such term is commonly defined in New York City retail management), (v) restaurant subtenant(s) of Tenant shall not occupy more than 3,000 square feet of gross leasable space in the aggregate, (vi) Tenant shall not directly or indirectly advertise or market retail space, negotiate with prospective tenants, negotiate subleases or enter into subleases or letters of intent for subleases until nine (9) months after the Delivery Date of the Phase 1 Retail Space, provided that for a prospective restaurant tenant, such activities may not, in whole or in part, be undertaken until 15 months after the Delivery Date, (vii) the front door of any retail space that Tenant leases in the Project shall not be located closer to the Retail Space in the Phase 1 Project than as shown on Exhibit 9.3(b). Further, Tenant shall neither lease nor use any portion of the Building or Project for parking, access, signage or other operations services or facilities that serve any of the above prohibited

uses. The Required Condominium Documents shall contain the restrictions set forth in this Section 9.3(b), which restrictions shall not be modified or terminated without the prior written consent of the owner of the Retail Unit. The terms of this Section 9.3(b) constitute a covenant running with and binding upon the Land and Premises for the Term and are binding upon any Person that has, or obtains, an interest in the Land or the Premises.

Section 9.4 Access to and Visibility of Retail Space.

(a) Notwithstanding anything to the contrary contained herein, Tenant shall have no right to block, limit or otherwise impede Landlord's access and the access of the public to the Retail Space, or the visibility of the Retail Space and signage for the Retail Space from the public streets or the plaza being constructed as part of the Project, except to a de minimis extent. Tenant shall, at its cost, install on the exterior of the Building above the Retail Space, facing Mott Avenue and that is visible from Mott Avenue, certain armature described in the Final Plans and Specifications for the placement of signage identifying the Retail Subtenants fronting on the plaza in the Project. For the avoidance of doubt, the signage above (as opposed to the armature) shall be produced, installed, maintained and repaired at the sole cost of Landlord and shall be in accordance with the Final Plans and Specifications and applicable law. On the Commencement Date Tenant shall pay or reimburse Landlord, promptly upon submission of a bill or signed receipt from the consultant, for the cost of Landlord's signage consultant in amount not to exceed $10,000.

(b) If at any time after any portion of the Retail Space is open to the public for business, the storefront of the Retail Space or any signage is temporarily removed or obstructed or any Construction Aid is erected in front of the Retail Space due to any legal requirement, then Tenant shall provide Landlord with at least ten (10) days' prior written notice (or if an emergency condition exists, such shorter notice as may be practicable under the circumstances) as to the date when the Construction Aids shall be erected and the anticipated time schedule to complete the work and remove the Construction Aids. The Construction Aids shall not materially impair or restrict free access to the front entrances of Retail Space, shall minimize blockage and concealment of signage, and subject to Requirements, shall be two stories high in front of the entrances to the Retail Space. Tenant shall use reasonable diligence to cause Construction Aids to be removed as quickly as reasonably practicable. If exterior signage is partially or fully blocked or if visibility thereof is materially decreased because of the Construction Aids, then, subject to Requirements, Tenant shall erect, at Tenant's cost, and maintain on the Construction Aids, for so long as the Construction Aids shall remain in place, a sign for each Retail Subtenant (or signs if the Construction Aids interfere with visibility from more than one direction) which temporary signage shall be as large as, and as visible from the closest street during the day and at night as the signage which had been removed or obstructed.

(c) Landlord and Tenant acknowledge that the Phase 1, Phase 2, Phase 3 and/or Phase 4 portions of the Project may be ongoing from and after the Delivery Date and as such there will be active construction and construction staging on and in the vicinity of the Premises, including in the vicinity of the Retail Space, that will have an impact on Tenant's obligations and Landlord's rights under this Section 9.4, provided, however, such construction activity shall not excuse or waive Tenant's obligations hereunder with respect to Substantial Completion of the Retail Space and Allocated Parking and the conditions to the Delivery Date.

Section 9.5 Intentionally Omitted

Section 9.6 Recognized Mortgage Not an Assignment.

(a) For the purpose of this Lease, the making of a Recognized Mortgage, and the execution and delivery of the other loan documents in connection therewith, and/or the exercise of any remedies thereunder, shall not be deemed to constitute an Assignment or Transfer of this Lease or of the leasehold estate hereby created, nor shall any Recognized Mortgagee as such, be deemed an Assignee or Transferee of this Lease or of the leasehold estate hereby created so as to require such Recognized Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder.

(b) Notwithstanding the provisions of Section 9.6(a) and subject to the provisions of Section 3.9 with respect to incentives and entitlements, nothing in Section 9.6(a) shall (i) relieve any Recognized Mortgagee of its obligation to perform Tenant's obligations (to the extent expressly provided in Section 10.10) should such Recognized Mortgagee acquire Tenant's interest in this Lease by foreclosure of its Recognized Mortgage, Assignment of this Lease in lieu of foreclosure or otherwise, (ii) permit a Recognized Mortgagee, after the Delivery Date, to impose any non-de minimis obligations on Landlord with respect to the Retail Space, or the Retail Rents that are not obligations of Landlord pursuant to this Lease, or restrict any of Landlord's rights under this Lease with respect to the Retail Space or Retail Rents, regardless of whether the Recognized Mortgage encumbers the Tenant's interest under this Lease of the Retail Space, without Landlord's prior written consent in each instance, which consent shall be exercised in Landlord's sole discretion, (iii) permit a Recognized Mortgagee to impose any restrictions on Landlord's ability to enter into Subleases of the Retail Space, to collect security deposits and advance rentals for such Subleases, to enter into brokerage agreements for such Subleases, and to have the Continuing Tenants perform tenant improvement work to the extent permitted under this Lease, (iv) constitute Landlord's agreement to specific provisions in the Recognized Mortgage that are inconsistent with the terms of this Lease to the extent that such provisions apply to the Retail Space or the Retail Rents, regardless of whether the Recognized Mortgage encumbers the Retail Space, without Landlord's prior written consent in each instance, which consent shall be exercised in Landlord's sole discretion; and (v) from and after the Delivery Date (for each Phase), permit a Recognized Mortgagee to mortgage, encumber or secure the, the Retail Space, the Retail Rents, the Continuing Leases, the Continuing Lease Income, the Retail Unit, or other income or interests in the Retail Space. As used in this Section 9.6(b), "Recognized Mortgagee" includes parties to any Regulatory Agreement with a governmental or quasi-governmental agency or authority.

## ARTICLE 10

## MORTGAGES

Section 10.1 Effect of Mortgages.

(a) Tenant's Right to Mortgage Lease. Subject to the provisions of Section 9.6(b) and Section 10.1(b) and compliance by Mortgagee with the terms of this Lease relating to a mortgage, Tenant has the absolute right (without the consent of Landlord except as expressly set forth herein) to mortgage this Lease and Tenant's leasehold estate in the Premises on such

terms, conditions and maturity as Tenant shall determine (and enter into any and all extensions, modifications, amendments, replacements or refinancings of any such leasehold mortgage); provided, however, from and after the Delivery Date for each Phase, under no circumstances shall Tenant have the right to mortgage, encumber or secure Retail Space (including, without limitation any Retail Rents or other income or interests in the Retail Space) and all then existing mortgages or security interests shall be released as of the Delivery Date. No Mortgage shall be a lien or an encumbrance on the interest of Landlord, as lessor, under this Lease, or the estate and reversionary interest of Landlord as fee owner of the Premises.

(b) Recognition Agreement. Any Mortgagee that succeeds to Tenant's interest herein shall be deemed to have agreed that: (i) the Mortgagee agrees to comply with the obligations of a Mortgagee under this Lease, (ii) the Mortgagee agrees to send to Landlord a copy of the Mortgage and pertinent recording information, (iii) the Mortgagee agrees that any person or entity who acquires its interest by, through or under the foreclosure of the Mortgage or assignment in lieu of foreclosure is subject to the covenants, conditions and restrictions set forth in this Lease, and shall be an entity whose sole purpose is to develop, own, and operate the Project or a portion thereof, (iv) within fifteen (15) business days after a request by Landlord, the Mortgagee shall provide an estoppel certificate in favor of Landlord, any Fee Mortgagee and/or any prospective Fee Mortgagee as to factual matters concerning the Tenant's performance under the Mortgage and the loan documents ancillary to the Mortgage, (v) whether before or after a default by Tenant under the Mortgage, the Mortgagee shall recognize and not interfere with or disturb Landlord's rights and obligations under the Continuing Leases, Retail Leases, or Retail Subleases, including without limitation, the right to receive Continuing Lease Income, and Retail Rents, and (vi) in the event that a Continuing Tenant is entitled to a non-disturbance agreement from a Mortgagee for any period of time before the Mortgage is released from the Retail Space, then within fifteen (15) Business Days after a request by Landlord, the Mortgagee shall provide a non-disturbance agreement to any Continuing Tenant entitled thereto pursuant to the terms of the Continuing Lease in effect on the date hereof, which non-disturbance agreement shall be in Mortgagee's standard form or as required in Exhibits 12.1(a)(1) and 12.1(a)(2).

Section 10.2 Mortgagee's Rights.

(a) Mortgagee's Right to Cure. Landlord will not cancel or surrender or amend this Lease, or accept an attornment under any Residential Subleases, without the Recognized Mortgagee's prior written consent, nor permit termination of this Lease (except in accordance with this Article 10) without the Recognized Mortgagee's prior written consent. Landlord will not accept a cancellation or surrender of this Lease without first giving any Recognized Mortgagee the right to notice and opportunity to cure set forth in Section 10.3 and the right to receive a new lease as set forth in Section 10.4 hereof.

(b) Mortgagee's Rights Not Greater than Tenant's. With the exception of the rights specifically granted in this Lease, in a recognition agreement, or by law to Recognized Mortgagees, including but not limited to the applicable provisions of Sections 10.3, 10.4, 10.6 and 10.7 hereof, the execution and delivery of a Mortgage or a Recognized Mortgage shall not give nor shall be deemed to give a Mortgagee or a Recognized Mortgagee any greater rights against Landlord than those granted to Tenant hereunder.

Section 10.3 Notice and Right to Cure Tenant's Defaults.

(a) Notice to Recognized Mortgagee. (i) Landlord shall give to each Recognized Mortgagee, at the address of the Recognized Mortgagee as stated in the Recognized Mortgage and otherwise in the manner required by Article 23 hereof, a copy of each notice of Default at the same time as it gives notice of Default to Tenant, and no such notice of Default shall be deemed effective unless and until a copy thereof shall have been so given to each Recognized Mortgagee (a "Notice to Mortgagee of Default""); and (ii) upon the expiration of the period of time given to Tenant under the provisions of this Lease to remedy the Default, to cause it to be remedied, or to cause action to remedy a Default to be commenced, as the case may be, Landlord shall give each Recognized Mortgagee notice of the expiration of such period specifying whether or not the Default has been cured or the action to remedy the Default to be commenced, and no such Default shall become an Event of Default until a copy of such expiration notice shall have been so given to each Recognized Mortgagee specifying that the Default has not been or cause to be remedied, and an action to remedy the Default has not been commenced (a "Notice to Mortgagee of Event of Default").

(b) Right and Time to Cure. Subject to the provisions of Section 10.5 , each Recognized Mortgagee shall have the right (but not the obligation) for a period of (i) thirty (30) days after its receipt of each Notice to Mortgagee of Event of Default with respect to a failure to pay Rental (a "Rental Event of Default"), and (ii) one hundred eighty (180) days after its receipt of each Notice to Mortgagee of Event of Default with respect to any other Event of Default (a "Non-Rental Event of Default"), as the case may be, to remedy such Event of Default, cause it to be remedied, or cause action to remedy a Non-Rental Event of Default subject to Unavoidable Delays. If such Recognized Mortgagee elects to cure a Non-Rental Event of Default, such Recognized Mortgagee shall deliver to Landlord written notice of its intention to cure such Non-Rental Event of Default. At any time after the delivery of such Non-Rental Event of Default intention to cure notice, such Recognized Mortgagee may notify Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings, or, if such proceedings shall have been commenced, that it has discontinued such proceedings, and thereupon Landlord shall have the unrestricted right to terminate the Term and to take any other action it deems appropriate by reason of such Non-Rental Event of Default by Tenant, unless Tenant shall have cured the Non-Rental Event of Default prior to the Lease termination date set forth in Landlord's notice to Tenant of the termination of the Term, and upon any such termination, the provisions of Section 10.4 hereof shall apply.

(c) Acceptance of Recognized Mortgagee's Performance. Landlord shall accept performance by a Recognized Mortgagee or any member or partner in Tenant acting on behalf of Tenant of any covenant, condition or agreement on Tenant's part to be performed under this Lease with the same force and effect as though performed by Tenant.

(d) Commencement of Performance by Recognized Mortgagee for Non-Rental Defaults. Notwithstanding anything to the contrary in this Lease, a Non-Rental Event of Default shall be deemed not to have occurred if, within the period set forth in Section 10.3(b)(ii), a Recognized Mortgagee shall have cured or shall be engaged in curing such Non-Rental Event of Default and shall diligently complete such cure or comply with the provisions of this Section 10.3(d). The parties acknowledge that (i) there are certain types of Events of Default which may

not be capable of being cured by a Recognized Mortgagee within the time periods specified above (including, without limitation, failure by Tenant to perform work required to be performed or acts required to be done or to correct conditions which violate Requirements) and which may only be cured if the Recognized Mortgagee obtains possession of the Premises ("Events of Defaults Requiring Possession"), and (ii) there are other types of Events of Default which can only be cured by Tenant (a "Non-Curable Events of Default") or the types of Events of Default enumerated in Sections 22.1(c), (d) and (e) ("Insolvency Events of Default"). Upon the occurrence of a Non-Rental Event of Default, Landlord shall take no action to effect termination of this Lease without first giving each Recognized Mortgagee a reasonable time, subject to Unavoidable Delays, within which either (A) to institute, within one hundred eighty (180) days after its receipt of a Notice to Mortgagee of Event of Default, and thereafter diligently prosecute steps to obtain possession of the Premises and thereafter act diligently to cure such Non-Rental Event of Default after obtaining such possession, in the case of an Event of Default Requiring Possession or (B) to institute, within one hundred eighty (180) days after its receipt of a Notice to Mortgagee of Event of Default, and diligently prosecute foreclosure proceedings or otherwise diligently acquire Tenant's interest under this Lease, in the case of an Insolvency Event of Default or a Non-Curable Event of Default; provided that the Recognized Mortgagee keeps Rental and other payments hereunder current until (i) such Default Requiring Possession is cured or (ii) in the case of an Insolvency Default or a Non-Curable Default, the Recognized Mortgagee or other party acquires Tenant's interest under this Lease at a foreclosure sale after foreclosure of the Recognized Mortgage or by an Assignment of this Lease in lieu of foreclosure or otherwise. Notwithstanding the foregoing, (x) no Recognized Mortgagee shall be obligated to continue such possession (once obtained) or to continue such foreclosure proceedings (once commenced) after any Non-Rental Event of Default, and (y) nothing herein contained shall preclude Landlord, subject to the provisions of this Article 10, from exercising any rights or remedies under this Lease with respect to any other Default by Tenant during the pendency of such foreclosure proceedings or the period when the Recognized Mortgagee is taking steps to obtain possession of the Premises. Any Insolvency Event of Default and any Non-Curable Event of Default shall be deemed to have been waived by Landlord as against any Person purchasing this Lease at a foreclosure sale or accepting an Assignment of this Lease in lieu of foreclosure or otherwise upon (i) completion of such foreclosure proceedings including consummation of the foreclosure sale or (ii) upon acquisition by the Recognized Mortgagee or its designee of Tenant's interest in this Lease by a conveyance thereof in lieu of foreclosure or otherwise, it being understood and agreed that such Recognized Mortgagee, or its designee, or any purchaser at a foreclosure sale (including, without limitation, a corporation, limited liability company or limited partnership formed by such Recognized Mortgagee) may become the legal owner and holder of this Lease through such foreclosure proceedings or by Assignment of this Lease in lieu of foreclosure or otherwise.

Section 10.4 Execution of New Lease.

(a) Notice of Termination. If this Lease is terminated by reason of an Event of Default or otherwise prior to the Fixed Expiration Date, Landlord shall give prompt notice thereof to each Recognized Mortgagee. Such notice shall include a statement of all sums which would then be due under this Lease but for such termination and of all other Defaults then known to Landlord.

(b) Request for and Execution of New Lease. If, within ninety (90) days of the giving of the notice that this Lease has been terminated referred to in Section 10.4(a), a Recognized Mortgagee shall request a new lease, then subject to the provisions of Sections 10.4(c) and 10.5, within thirty (30) days after Landlord shall have received such request, Landlord shall execute and deliver a new lease of the Premises for the remainder of the Term, free of any liens, claims or encumbrances created by Landlord acting in its capacity as Landlord, to the Recognized Mortgagee, or any designee or nominee of the Recognized Mortgagee. The new lease shall be effective as of the date of the Expiration of the Term of this Lease, shall have the same priority as this Lease and shall contain all of the covenants, conditions, limitations and agreements contained in this Lease, provided, however, that Landlord shall not be deemed to have represented or covenanted that such new lease shall be superior to claims of Tenant, its other creditors or a judicially appointed receiver or trustee for Tenant.

(c) Conditions Precedent to Landlord's Execution of New Lease. The provisions of Section 10.4(b) hereof notwithstanding, Landlord shall not be obligated to enter into a new lease with a Recognized Mortgagee or its designee unless (i) the Recognized Mortgagee or its designee shall pay to Landlord, concurrently with the delivery of the request by the Recognized Mortgagee to enter into a new lease, all Rental due or which would have been due under this Lease but for termination, up to and including the date of such request, as specified in the notice given pursuant to Section 10.4(a), and (ii) the Recognized Mortgagee or its designee shall pay to Landlord, concurrently with the execution and delivery of the new lease, all Rental due or which would have been due under this Lease but for termination, from the date of the request by the Recognized Mortgagee to enter into a new lease up to and including the commencement of the term of the new lease, and the actual and reasonable out of pocket expenses incurred by Landlord in connection with the preparation of a new lease and ancillary documents, provided such expenses are not charged by Landlord as Rental under the Lease. Upon satisfaction of the above conditions precedent, Landlord shall enter into a new lease with the Recognized Mortgagee or its designee.

(d) Except in the case of an Insolvency Event of Default or a Non-Curable Event of Default (which Defaults shall be deemed waived), the Recognized Mortgagee or its nominee or designee (upon execution and delivery of the new lease by such party and Landlord and such party's possession of the Premises) shall after its entry into such new lease within the applicable period set forth in Section 22.1 of the new lease cure the Defaults then existing under this Lease as specified in the notice given under Section 10.4(a) (as though the Term had not been terminated).

(e) No Waiver of Default. The execution of a new lease shall not constitute a waiver of any Default existing immediately before termination of this Lease and listed in the notice given under Section 10.4(a) and, except for an Insolvency Event of Default or a Non-Curable Event of Default, the tenant under the new lease (upon execution and delivery of the new lease by such tenant and Landlord and such tenant's possession of the Premises) shall cure, within the applicable periods set forth in Section 22.1, all Defaults existing under this Lease and listed in the notice given under Section 10.4(a).

(f) Assignment of Subleases. Upon the execution and delivery of a new lease pursuant to the provisions of Section 11.4(b), all Subleases that have been assigned to Landlord,

together with all security deposits thereunder and all interest thereon that shall have been transferred to Landlord or accrued while Landlord held same, shall be assigned and transferred, without recourse, by Landlord to the tenant named in the new lease. Between the date of termination of this Lease and the date of the execution and delivery of the new lease, if a Recognized Mortgagee has requested a new lease as provided in Section 10.4(b), Landlord, if so requested by such Recognized Mortgagee, shall require Subtenant(s) to attorn to it, and Landlord shall not enter into any new Sublease, or cancel or materially modify any Sublease or accept any cancellation, termination or surrender thereof (unless such termination is effected as a matter of law upon the termination of this Lease or terminated by the terms of the Sublease) without the consent of the Recognized Mortgagee.

(g) No Changes to Building. Between the date of termination of this Lease and the date of the execution and delivery of the new lease, Landlord shall not alter or in any way demolish the Building or any other improvements on the Premises. Landlord during the same period shall not remove, replace or change any Equipment.

Section 10.5 Recognition by Landlord of Recognized Mortgagee Most Senior in Lien. If more than one Recognized Mortgagee has exercised any of the rights afforded by Sections 10.3 or 10.4, only that Recognized Mortgagee, to the exclusion of all other Recognized Mortgagees, whose Recognized Mortgage is most senior in lien shall be recognized by Landlord as having exercised such right, for so long as such Recognized Mortgagee shall be diligently exercising its rights under this Lease with respect thereto, and thereafter only the Recognized Mortgagee whose Recognized Mortgage is next most senior in lien shall be recognized by Landlord, unless such Recognized Mortgagee has designated a Recognized Mortgagee whose Mortgage is junior in lien to exercise such right.

Section 10.6 Application of Proceeds from Insurance or Condemnation Awards. To the extent that this Lease requires that insurance proceeds paid in connection with any damage or destruction to the Premises, or the proceeds of an award paid in connection with a taking referred to in Article 8, be applied to restore any portion of the Premises, no Mortgagee shall have the right to apply the proceeds of insurance or condemnation awards toward the payment of the sum secured by its Mortgage and each Mortgage must state expressly that such proceeds or awards will be applied first to the Restoration and/or repair of the Premises in accordance with the terms of this Lease. Each Mortgage shall provide that, in the event of a casualty or condemnation, the Recognized Mortgagee shall obtain an estimate of the cost to repair and restore the Retail Space to White Box Conditions and to restore the Allocated Parking, and an amount equal to such estimate shall be reserved from insurance proceeds or condemnation award by the Recognized Mortgagee for the sole purpose of applying such amount to repair and restore the Retail Space to White Box Conditions and to restore the Allocated Parking.

Section 10.7 Appearance at Insurance Settlements, and Condemnation Proceedings. A Recognized Mortgagee shall have the right to appear in any insurance settlement proceeding or condemnation proceeding and to participate in any and all hearings, trials and appeals in connection therewith.

Section 10.8 Rights of Recognized Mortgagees. The rights granted to a Recognized Mortgagee under the provisions of Sections 10.3, 10.4 and 10.7 shall not apply in the case of any Mortgagee that is not a Recognized Mortgagee.

Section 10.9 Landlord's Right to Mortgage its Interest; Subordination of Fee Mortgage.

(a) Landlord shall have the right from time to time, from and after the earlier of the Rent Commencement Date and the Delivery Date, to enter into a Fee Mortgage as long as such mortgage is subject and subordinate to this Lease and its terms and conditions (and any new lease executed pursuant to the provisions of Section 10.4), Tenant's leasehold estate and rights created hereunder and thereunder, and any Subleases and any amendments, extensions, renewals, or modifications of any of the foregoing (collectively, the "Superior Leases"). Anything in this Lease to the contrary notwithstanding, Landlord covenants and agrees that the tenant's interest in any Superior Lease (including, without limitation, Tenant's interest in this Lease and any Recognized Mortgagee's interest in this Lease or a new lease obtained pursuant to Section 10.4 ) shall not be subject or subordinate to any Fee Mortgage. For the purposes of this provision, it is understood and agreed that the lien, terms and conditions of any such Fee Mortgage shall be subject and subordinate not only to this Lease, and to Tenant's interest in this Lease and Tenant's leasehold estate, but also to any new lease granted pursuant to Section 10.4, notwithstanding that as a technical legal matter the leasehold estate created pursuant to this Lease may have terminated prior to the execution, delivery and recordation of a memorandum of such new lease.

(b) Prior to entering into any Fee Mortgage, and as a condition precedent thereto, Landlord shall cause any Fee Mortgagee to provide to Tenant and any Recognized Mortgagee, and Tenant shall provide and shall cause any Recognized Mortgagee to provide to Landlord, a written instrument in recordable form and otherwise reasonably acceptable to Landlord, Tenant and any such Recognized Mortgagee, confirming the subordination of any such Fee Mortgage to this Lease; but no such confirmatory instrument shall be necessary to make the terms of this subordination effective. Tenant shall use commercially reasonable efforts to have each Recognized Mortgagee enter into a subordination agreement in accordance with this Section 10.9.

(c) Tenant shall accept performance by a Fee Mortgagee of any covenant, condition or agreement on Landlord's part to be performed under this Lease with the same force and effect as though performed by Landlord. If Tenant gives Landlord any notice of any alleged breach or default by Landlord, then Tenant shall simultaneously give a copy of such notice to all Fee Mortgagee(s) of which Tenant has been given notice. Such Fee Mortgagee(s) shall have the right to cure Landlord's alleged breach or default within the cure period allowed to Landlord under this Lease, and with like effect as if Landlord had done so. Tenant's failure to give Fee Mortgagee(s) the notice required by this paragraph shall not be a default by Tenant, but no notice by Tenant of any default by Landlord (or any resulting exercise of rights and remedies by Tenant) shall be effective against such Fee Mortgagee(s) unless and until Tenant shall have given to such Fee Mortgagee(s) such notice and opportunity to cure.

(d) A Fee Mortgagee shall have the right to appear in any insurance settlement proceeding or condemnation proceeding and to participate in any and all hearings, trials and appeals in connection therewith.

(e) In the event of a foreclosure or a deed in lieu of foreclosure under a Fee Mortgage, this Lease shall continue in full force and effect. Tenant shall attorn to the successor holder of the fee estate as successor Landlord, provided that such successor holder has assumed in writing all subsequent obligations of Landlord under this Lease, without any personal liability of such successor Landlord.

(f) So long as any Fee Mortgage shall constitute a lien on the fee title to the Premises, no agreement hereafter made without the prior written consent of the then Fee Mortgagee amending this Lease or any new lease shall be binding upon the holder of any Fee Mortgage or upon the grantee of any deed given in lieu of the foreclosure of any Fee Mortgage, or their respective successors or assigns, and any such holder or purchaser or grantee or their successors or assigns shall be entitled to enforce this Lease or any such new lease in accordance with its terms prior to any such amendment.

(g) So long as any Regulatory Agreement is in effect, Landlord's interest in and to this Lease and any Fee Mortgage shall be subject and subordinate to each Regulatory Agreement, as the same may be amended from time to time, provided that any amendment shall be subject to the prior written consent of Landlord if the amendment increases Landlord's obligations or diminishes Landlord's rights under the originally signed Regulatory Agreement. Landlord shall enter into one or more subordination agreements, substantially in the form attached to the MIH Agreement, with HPD which may be recorded in the Office of the City Register of the City of New York in order to more fully set forth and confirm the subordinations set forth herein, if required by HPD. Notwithstanding the foregoing, it is agreed and acknowledged that on or before the Delivery Date, and as a condition precedent to the achievement thereof, the Retail Unit and Retail Parking Unit shall be released of record from the Regulatory Agreement (other than the Brownfield Easement and the DCP Restrictive Covenant). Upon such release the Retail Unit and Retail Parking Unit shall no longer be subject and subordinate to the Regulatory Agreement (other than the Brownfield Easement and the DCP Restrictive Covenant).

(h) If this Lease is terminated by reason of an Event of Default or otherwise prior to the Fixed Expiration Date and a New Lease is entered into pursuant to Section 10.4, Landlord shall cause such New Lease to also be subject to and subordinate to each Regulatory Agreement, provided that on or before the Delivery Date, the Retail Space shall be released of record from the Regulatory Agreement (other than the Brownfield Easement and the DCP Restrictive Covenant), and the tenant under the New Lease shall be required to assume Tenant's ongoing obligations under each Regulatory Agreement for the balance of their respective terms, which obligation of Landlord shall survive such termination of this Lease. If this Lease shall be terminated prior to the expiration of the Regulatory Agreement and Landlord does not enter into a New Lease, Landlord shall, subject to the release of the Retail Space from the Regulatory Agreement as set forth in subsection (g) above, take subject to Tenant's ongoing obligations under each Regulatory Agreement for the balance of their respective terms, which obligations of Landlord shall survive such termination of this Lease. Nothing contained in subsection (g) or (h) of this Section 10.9 shall be construed to impose any obligation on Landlord to undertake the Construction of the Building.

Section 10.10 Liability of Recognized Mortgagee. Provided a new lease of the Premises is granted to a Recognized Mortgagee or its nominee or designee pursuant to Section 10.4, or provided that the Recognized Mortgagee shall acquire by foreclosure or other legal proceedings, by assignment in lieu of foreclosure, or otherwise (which shall not include possession by a receiver), the estate of Tenant hereunder, the Recognized Mortgagee shall be liable for the performance of all of Tenant's covenants under this Lease or such new lease, as the case may be, from and after the effective date of such new lease or assignment (subject in all events to the limitations of Section 10.4(c)), provided, however, that from and after the time the Recognized Mortgagee shall have assigned the estate of Tenant hereunder (in case the Recognized Mortgagee shall have acquired such estate) or the new lease (in case the Recognized Mortgagee shall have acquired such a new lease) and such assignee shall have delivered to Landlord an agreement under which the assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease or such new lease arising on or after the effective date of such assignment, in form reasonably acceptable to Landlord, the Recognized Mortgagee shall hereby be automatically and entirely released and discharged from the performance, covenants and obligations of Tenant, or of tenant under such new lease.

Section 10.11 Designees and Nominees. All references in this Lease to a Recognized Mortgagee shall be construed to also refer to any such Recognized Mortgagee's designee or nominee.

Section 10.12 Survival. The provisions of this Article shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Article were a separate and independent contract made by Landlord and any Recognized Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of this Lease to the effective date of any new lease pursuant to Section 10.4, any such Recognized Mortgagee executing the same may use and enjoy said Premises without hindrance by Landlord or any person claiming by, through or under Landlord.

Section 10.13 Amendments for Recognized Mortgagees and Fee Mortgagees.

(a) If, after the Delivery Date, any actual or prospective Recognized Mortgagee requires any reasonable modification(s) to this Lease as a condition to such financing, then Landlord shall, at Tenant's or such Recognized Mortgagee's request, promptly review any proposed modification and, if reasonably acceptable to Landlord, execute and deliver to Tenant such instruments in recordable form (if applicable) effecting such reasonable modification(s) as such actual or prospective Recognized Mortgagee shall require, provided that such modification(s) do not modify the Rental or the Term, do not otherwise reduce or alter Landlord's rights or increase Landlord's obligations under this Lease, any Replacement Lease, do not adversely affect the Retail Space, the White Box Conditions, the timetable of development of the Project, the Landlord's timetable for leasing the Retail Space and completing tenant improvements, the rights and obligations of Retail Subtenants, or require any change in the formation documents of Landlord, in any event, other than to a de minimis extent such as, by way of example, the giving of additional notices to the Recognized Mortgagee. Tenant shall reimburse Landlord for the reasonable out-of-pocket attorney's fees incurred by Landlord in connection with any such modifications.

(b) If, after the Delivery Date, any actual or prospective Fee Mortgagee requires any reasonable modification(s) to this Lease as a condition to such financing, then Tenant shall, at Landlord's or such Fee Mortgagee's request, promptly review any proposed modification and, if reasonably acceptable to Tenant, execute and deliver to Landlord such instruments in recordable form (if applicable) effecting such reasonable modification(s) as such actual or prospective Fee Mortgagee shall require, provided that such modification(s) do not modify the Rental or the Term, do not otherwise reduce Tenant's rights or increase Tenant's obligations under this Lease, any Replacement Lease, do not adversely affect the Residential Space, the common areas and systems of the Building that benefit the Residential Space, the timetable of development of the Project, or the rights and obligations of owners or tenants of the Residential Space, or require any change in the formation documents of Tenant, in any event, other than to a de minimis extent such as, by way of example, the giving of additional notices to the Fee Mortgagee. Landlord shall reimburse Tenant for the reasonable out-of-pocket attorney's fees incurred by Tenant in connection with any such modifications.

## ARTICLE 11

## PURCHASE OPTION AND PUT OPTION.

Section 11.1 Purchase Option Generally. Tenant shall have a right to exercise the Purchase Option (or if the parties enter a Replacement Lease, a Purchase Option for the condominium units comprised of the applicable Residential Condominium Units (collectively, the "Tenant Units") demised under any such Replacement Lease, if any) by notice to Landlord, subject to the terms and conditions set forth below in Sections 11.2 and 11.3 hereof. The closing under the Purchase Option shall not occur prior to the Delivery Date (but may occur simultaneously with the Delivery Date) but Tenant may give notice of its intention to exercise its Purchase Option at any time after the Commencement Date up until the Purchase Option Expiration Date. For the avoidance of doubt, Tenant may exercise the Purchase Option under one or more Replacement Leases upon the satisfaction of the conditions set forth below as to such Replacement Lease, notwithstanding that any one or more conditions set forth below have not been satisfied under this Lease or any other Replacement Lease. Notwithstanding the foregoing, Landlord reserves the right to modify the structure of the transfer of the Premises in consideration for the Retail Units and the Retail Parking Unit in the event of the occurrence of a change in law after the date hereof if required to avoid a materially adverse tax consequence, provided that such modification does not adversely affect the rights or obligations of Tenant under this Lease or under the Purchase Option in more than a de-minimis manner.

Section 11.2 Pre-Conditions for Exercise of the Purchase Option. In order for Tenant to have the right to exercise the Purchase Option, the following conditions precedent shall have been satisfied by Tenant or Tenant shall have caused the same to be satisfied at such time (and if the Purchase Option is being exercised under a Replacement Lease, these conditions shall apply only to the Replacement Lease and Premises being demised thereunder, if any):

(a) No Event of Default shall have occurred and be continuing under this Lease, any Replacement Lease then in effect on the date of the exercise of the Purchase Option and the date of the closing of the Purchase Option;

(b) The Required Condominium shall have been established pursuant to Section 3.10 hereof;

(c) The Subdivision for the applicable Phase shall have been successfully effectuated; and

(d) Title to the Premises shall be in the same posture as it existed on the Commencement Date except for matters caused, permitted or consented to by Landlord and Tenant, or as permitted by this Lease;

(e) All governmental or other approvals for the transfer, if any, shall have been obtained;

(f) The Delivery Date shall have occurred (or shall occur simultaneously with the closing under the Purchase Option);

(g) Tenant shall not have entered into any leases or subleases with tenants or other occupants of the Retail Space who have not been approved or consented to by Landlord, both as to identity and the substance of their respective Retail Subleases; and

(h) If the Purchase Option is being exercised under a Replacement Lease pursuant to which no portion of the Retail Space is located, then, without limiting the foregoing, Sections 11.2(b), (f) and (g) shall not be applicable, and the following additional condition shall also apply: Tenant shall have Substantially Completed construction of the applicable phase set forth in the Replacement Lease. Notwithstanding the foregoing, Tenant shall close under the Purchase Option with respect to the Phase 2 Project simultaneously with the closing of its Purchase Option for the Phase 1 Project even though Substantial Completion of the Phase 2 Project may have not occurred as of such date.

Section 11.3 General Terms of the Conveyance pursuant to the Purchase Option. In the event that the preconditions set forth in Section 11.2 above have been satisfied, Tenant may exercise the Purchase Option on the following terms:

(a) The consideration for the Tenant Units shall be Tenant's delivery of the termination of the Phase 1 Replacement Lease on the Phase 1 Delivery Date (as to the Phase 1 Project, the Phase 2 Project, and the Phase 3 Project (notwithstanding that the closing of the Purchase Option under the Phase 3 Replacement Lease shall occur after the delivery of the termination of the Phase 1 Replacement lease on the Phase 1 Delivery date)) and the delivery of the of the termination of the Phase 4 Replacement Lease on the Phase 4 Delivery Date.

(b) All transfer taxes applicable shall be the sole obligation of Tenant and Tenant shall indemnify and hold Landlord harmless against the same.

(c) Tenant shall arrange prior to the closing of the Purchase Option for an Affiliate or Affiliates of Tenant to manage the Residential Space and the common elements under the Required Condominium Documents. The management fee for Tenant's Affiliate to manage the common elements shall be commercially reasonable and consistent with fees charged in similar mixed use affordable housing projects in Queens, New York. If an Affiliate of Tenant

does not initially or at any time thereafter manage the common elements under the Required Condominium Documents, then the managing agent and the fee paid to the managing agent by the condominium board shall be reasonably acceptable to Landlord. Landlord shall arrange prior to the closing of the Purchase Option for an experienced commercial property management firm to provide property management services for the Retail Unit upon exercise of the Purchase Option.

(d) Tenant may give Landlord notice of its intention to exercise its Purchase Option at any time after the Commencement Date. If Tenant gives notice at least thirty (30) days prior to the projected Delivery Date (or the projected Delivery Date under any Replacement Lease) that it intends to exercise the Purchase Option and it elects that the closing date under the Purchase Option occur on the Delivery Date (the "Delivery Date Closing Notice"), then the closing under the Purchase Option shall occur on the Delivery Date and neither party shall have the right to adjourn such closing date, and the parties' respective delivery obligations on the Delivery Date as set forth in the definition of the "Delivery Date" shall be contingent upon the closing under the Purchase Option occurring on the Delivery Date and simultaneously with such other deliveries. If Tenant does not provide the Delivery Date Closing Notice as aforesaid then the closing date for the Purchase Option shall occur on any other date identified in a written notice from Tenant to Landlord, provided that such closing date shall occur not less than thirty (30) days from the date of such notice nor more than one hundred eighty (180) days after the Delivery Date. Each party shall have the right to adjourn the closing from time to time, provided that the closing occurs within said one hundred eighty (180) day period. On or before the closing date the parties, as applicable, shall deposit into escrow with Escrow Agent: (i) a bargain and sale deed without covenants to the Tenant Units substantially in the form attached hereto as Exhibit 11.3(d) (the "Purchase Option Deeds") and Transfer Tax Forms in connection therewith (or if the parties enter into a Replacement Lease, then those Tenant Units demised under such Replacement Lease) sufficient to transfer good and marketable title to the Tenant Units (or if the parties enter into a Replacement Lease, then the Tenant Units demised under the Replacement Lease, if any) to Tenant free of all Fee Mortgages and any other liens, mortgages, claims or encumbrances created or suffered to be created by Landlord (other than the Title Matters) (iii) Tenant shall assign to Landlord all assignable warranties and guaranties with respect to equipment and fixtures in the Retail Unit that are Landlord's obligation to maintain as unit owner, and shall sign and deliver a bill of sale with respect to personal property, if any, in the Retail Units and the Retail Parking Unit, (iv) Landlord and Tenant shall cause the Required Condominium board of managers to deliver to Tenant and Tenant's title insurance company a representation concerning payment of common charges for the Residential Units, (vi) each party shall execute and deliver such certificates as to due formation, authorization, existence, and good standing as shall be reasonably requested by the title insurance company providing title insurance, and (vii) each of the parties shall execute, acknowledge where appropriate and deliver such other documents and instruments as shall be useful or necessary to close the transactions contemplated herein. In the event that Tenant fails to close on the Purchase Option within the time period provided in this Section 11.3(d), then Tenant shall pay Landlord, as additional rent, its actual, out-of-pocket costs, expenses and damages incurred in preparing for and relying on the closing of the Purchase Option. In the event that Landlord fails to close on the Purchase Option within the time period provided in this Section 11.3(d), then, in addition to any and all remedies, including specific performance, that Tenant may have at law or equity, Landlord shall pay

Tenant, its actual, out-of-pocket costs, expenses and damages incurred in preparing for and relying on the closing of the Purchase Option.

(e) Such other reasonable terms and conditions as are customary in sales of commercial property as may be reasonably required in connection with the Purchase Option as contemplated herein.

Section 11.4 Effect of Purchase Option Upon the Lease. Upon Tenant's exercise of the Purchase Option pursuant to the terms of this Lease and the consummation of such conveyance, this Lease shall automatically terminate (or if the parties enter into a Replacement Lease, then said Replacement Lease shall terminate) and this Lease and/or any other Replacement Lease with respect to which the Purchase Option has not been exercised shall remain in full force and effect).

Section 11.5 Put Option. On the same timeframes applicable to the Purchase Option under Section 11.3(d), until the Put Option Expiration Date, Landlord shall have a right to exercise its Put Option (or if the parties enter into a Replacement Lease, a Put Option for the Premises demised under any such Replacement Lease) by notice to Tenant, subject to the terms and conditions set forth in this Section 11.5. For the avoidance of doubt, Landlord may exercise the Put Option under one or more Replacement Leases upon the satisfaction of the conditions set forth in this Section 11.5 as to such Replacement Lease, notwithstanding that any one or more conditions set forth in this Section 11.5 have not been satisfied under this Lease or any other Replacement Lease. The conditions precedent set forth in Section 11.2 to the exercise of the Purchase Option also shall apply to the exercise of the Put Option, unless Landlord waives any of such conditions. The general terms set forth in Section 11.3 with respect to the exercise of the Purchase Option and the terms concerning termination of this Lease set forth in Section 11.4 also shall apply to the exercise of the Put Option.

## ARTICLE 12

## PRECONSTRUCTION AND CONSTRUCTION WORK

Section 12.1 Preconstruction.

(a) Agreements with Continuing Tenants. Landlord has entered into a letter of intent and a Third Amendment to the Continuing Lease between Landlord and Urban Fresh Corp. as set forth in Exhibit 12.1(a)(1) annexed hereto, and has entered into a Second Amendment to the Continuing Lease with Continuing Tenant, Mott Ave. Donuts LLC, as set forth in Exhibit 12.1(a)(2) annexed hereto. Within ten (10) days of the Effective Date, Tenant shall deposit into an escrow account for the benefit of Landlord $1,250,000 of the amount due to Urban Fresh Corp when it vacates the premises demised under its Continuing Lease. Tenant shall pay $2,000,000 of the $3,000,000 to be paid to Urban Fresh Corp. as and when Urban Fresh Corp. performs tenant improvement work and shall pay all of the $500,000 due to Mott Ave. Donuts LLC as and when Mott Ave. Donuts LLC performs tenant improvement work. Each payment to Urban Fresh Corp. to reimburse Urban Fresh Corp. for tenant improvement costs shall be funded partially by Tenant and partially by Landlord in proportion to the relative amount due from each party. Tenant shall design, construct and deliver the portion of the Premises to be

occupied by Urban Fresh Corp. and Mott Ave. Donuts LLC in accordance with the documents annexed as Exhibits 12.1(a)(1) and (2), respectively, and shall cooperate and coordinate with such Continuing Tenants to permit such Continuing Tenants to fit out its portion of the Premises while Tenant is constructing the remainder of the Building. Tenant's monetary obligations pursuant to this Section 12.1(a) shall be guaranteed by the Guarantor pursuant to the Project Completion Guaranty. In the event that (i) Urban Fresh Corp. does not vacate its premises on or before the date required pursuant to its Continuing Lease, (ii) Tenant terminates the Continuing Lease, then Landlord shall cooperate with Tenant to cause the escrow agent to return the $1,250,000 portion of the Effective Date Payment to Tenant. Until Landlord and Tenant reach agreement on the Regulatory Requirements set forth in Section 3.9, Tenant shall not serve the Continuing Tenants with vacate notices. In the event Tenant delivers the notices to vacate to the Continuing Tenants and the Commencement Date does not occur on or before the Outside Commencement Date, then Tenant shall pay, indemnify, defend and hold Landlord harmless from and against any and all losses, costs and damages arising therefrom (including, without limitation, reasonable attorneys' fees), provided that Tenant's liability therefor shall not exceed $500,000.

(b) Conveyance of Tenant's Land. Prior to commencement of Construction of the Building for a particular Phase, Tenant may, at its election, and on not less than thirty (30) days' prior written notice to Landlord, transfer to Landlord title to Tenant's Land (and/or any additional land that Tenant acquires from and after the date hereof for such purpose, in which event Exhibit 1.2 shall be modified to include such additional land) that is needed for Construction of the Building for such particular Phase. Upon the conveyance, this Lease (or the Replacement Lease for such Phase) shall be amended to include the Tenant's Land within the Land covered by this Lease (or by the Replacement Lease for such Phase). Upon transfer to Landlord, Tenant's Land shall be vacant with no tenants or occupants and shall not be subject to any mortgages or security interests. Not less than thirty (30) days and not more than six (6) months prior to the date scheduled for the transfer of title, Tenant shall provide Landlord with a Phase 1 environmental assessment of the Tenant's Land that is compliant with ASTM E1527-13 standard, or any successor standard as shall be in effect at such time, (including that it is completed within six (6) months of conveyance), and if recommended in such assessment, a Phase 2 environmental assessment. In the event that Tenant has qualified Tenant's Land or any other portion of the Project in New York Brownfield Cleanup Program ("BCP"), (i) Tenant shall provide all BCP documents to Landlord at the same time that it submits the applicable Phase I and Phase II and Tenant shall cooperate with Landlord to ensure that upon a default by Tenant hereunder, Landlord shall have the right, at its election, to become a party to the Brownfield Cleanup Agreement and succeed to Tenant in the executed Brownfield Cleanup Agreement and otherwise receive all of the benefits that Tenant anticipated receiving under the BCP, (ii) Landlord shall cooperate with Tenant at no cost to Landlord to ensure that Tenant receives all of the benefits that Tenant anticipated receiving under the BCP. Tenant shall indemnify Landlord against Claims concerning the condition of Tenant's Land or any other matters concerning Tenant's Land that arose prior to the date when Tenant conveys Tenant's Land to Landlord. The Completion Guarantor shall guaranty payment of Tenant's indemnification obligation in the Project Completion Guaranty. There shall be no municipal violations against Tenant's Land that have fines outstanding and all such violations shall either be cured by Tenant prior to conveyance or shall be curable by Construction of the Building for the particular Phase. Title to the Tenant's Land shall be reasonably acceptable to Landlord. Tenant shall have obtained all

governmental or other approvals for the transfer, if any. All transfer taxes applicable to the transfer of Tenant's Land to Landlord shall be the sole obligation of Tenant and Tenant shall indemnify and hold Landlord harmless. After the Landlord's acquisition of Tenant's Land, Tenant may merge the tax lot of Tenant's parcel into Landlord's tax lot.

(c) Sprinkler System. Landlord may, subject to compliance with the conditions set forth in Section 6.4 and upon reasonable advance notice to Tenant, enter the Premises to remove the sprinkler system after the Continuing Tenants vacate, provided that Landlord shall pay the cost to remove the sprinkler system and otherwise shall not be charged for the sprinkler system, and provided further that Tenant confirms at such time that such access to the Premises for such work shall not delay or interfere with Construction of the Building. Tenant shall endeavor to provide Landlord with reasonable advance notice of the date when Tenant expects to complete its asbestos abatement work.

Section 12.2 Construction of the Project.

(a) Commencement and Completion of Project. Commencing upon the Commencement Date, the Project shall be constructed in substantial accordance with the Construction Schedule, subject to Unavoidable Delays, in a good and workmanlike manner and substantially in accordance with the Final Plans and Specifications therefor and all applicable Requirements. Construction of the Building and Project shall be at the sole cost and expense of Tenant, excluding (i) any costs of Landlord pursuant to Section 12.1 hereof, (ii) Landlord's income taxes, and (iii) any legal and other professional expenses incurred by Landlord in connection with the Project other than in connection with (A) modifications to this Lease required by a Recognized Mortgagee pursuant to Section 10.13, (B) consents or approvals that Landlord is required or requested to grant in response to a demand or request by Tenant, a government agency, Mortgagee or other Person (other than those pre-approved herein), and (C) specific provisions in this Lease that require Tenant to pay Landlord's legal and professional expenses, shall be at the sole cost and expense of Tenant. Upon commencement of Construction of the Building after the Commencement Date, Tenant shall continue to prosecute or cause to be prosecuted Construction of the Building to Substantial Completion.

(b) The Final Plans and Specifications for Construction of the Building shall be subject to Landlord's prior written approval with respect to the Retail Facilities and compliance with the White Box Conditions and further to Landlord's confirmation that it has no objection to Final Plans and Specifications for the balance of the Building. Prior to the Commencement Date (and the Commencement Date under any Replacement Lease) Tenant will provide Landlord with the Final Plans and Specifications and Landlord will confirm in writing prior to the Commencement Date that it has approved the Final Plans and Specifications with respect to the Retail Facilities and compliance with the White Box Conditions and that it has no objection to the Final Plans and Specifications for the balance of the Building, provided that the Final Plans and Specifications are consistent with the Plans and Specifications which have been approved by Landlord on the date hereof or are otherwise reasonably acceptable to Tenant.

(c) In the event that Tenant needs any non de minimis changes to the Final Plans and Specifications with respect to the White Box Conditions or the Retail Facilities, Tenant shall obtain the prior written consent of Landlord, which consent may be granted or

denied in Landlord's sole and absolute discretion. No changes shall be made to the Final Plans and Specifications if such changes are inconsistent with the agreements reached with Continuing Tenants pursuant to Section 12.1(a) unless consented to by such Continuing Tenants and Tenant shall obtain such consent at Tenant's expense. Within twenty (20) days after Landlord's receipt of a request from Tenant for a change in the Final Plans and Specifications for the Retail Space for which the consent of Landlord is required hereunder (the "Request Consent Period"), Landlord shall either (a) consent to the proposed change, or (b) refuse to provide consent and state the reasons for such refusal in adequate detail to permit Tenant to address any such objections, or if applicable, request more information or documentation about the proposed change in the Final Plans and Specifications. If Landlord fails to respond to Tenant's submission of any such request for consent within the Request Consent Period, Tenant shall have the right to provide Landlord with a second written request for approval (a "Second Request"), which shall set forth in bold capital letters the following statement: "IF LANDLORD FAILS TO RESPOND WITHIN TEN (10) DAYS AFTER RECEIPT OF THIS SECOND REQUEST, THEN THE REQUEST FOR CHANGES IN THE FINAL PLANS AND SPECIFICATIONS TO WHICH THIS REQUEST IS MADE SHALL BE DEEMED APPROVED." In the event that Landlord fails to respond to the Second Request within ten (10) days after Landlord's receipt thereof, the proposed changes in the Final Plans and Specifications shall be deemed approved. From and after the commencement of construction for any Phase the Request for Consent Period shall be five (5) Business Days and in the event that Landlord fails to respond within such modified Consent Period, then Tenant shall send a Second Request. In the event that Landlord fails to respond within three (3) days of such Second Request, then the proposed changes in the Final Plans and Specifications shall be deemed approved.

(d) Compliance With Requirements, Etc. The Final Plans and Specifications and Construction of the Building pursuant to the Final Plans and Specifications shall comply with Requirements. It is Tenant's responsibility to assure such compliance and Tenant is solely responsible, at its sole cost and expense, for assuring such compliance.

(e) Retail Space. Notwithstanding anything to the contrary contained herein, Tenant's obligations hereunder to complete the Construction of the Building shall include construction of the Retail Space in accordance with White Box Conditions as set forth in the Final Plans and Specifications approved by Landlord, subject to modification in accordance with Section 13.2(c).

Section 12.3 Commencement and Completion of All Construction Work.

(a) All Construction Work for Construction of the Building (or if the parties enter into a Replacement Lease, Construction Work for the applicable Phase) shall commence after the Commencement Date, and once commenced, shall be completed diligently, subject to Unavoidable Delays, in a good and workmanlike manner, substantially in accordance with the Final Plans and Specifications therefor and all applicable Requirements; provided, however, that any non de minimis changes to the Final Plans and Specifications with respect to the White Box Conditions shall require the advance written consent of Landlord, which shall be governed by the provisions of Section 12.2(c) above.

(b) Construction Work performed after Construction of the Building shall, once commenced, be completed diligently, subject to Unavoidable Delays, in a good and workmanlike manner, and, if applicable, substantially in accordance with applicable plans and specifications. The plans and specifications for any Construction Work with respect to White Box Conditions that is performed after Construction of the Building shall require the advance written consent of Landlord in accordance with Section 12.2(c) to the extent the plans and specifications differ from the Final Plans and Specifications previously approved in more than a de minimis manner. Any Construction Work performed after Construction of the Building shall not affect or disturb, except to a de minimis extent, the Retail Space, the White Box Conditions, the Retail Subtenants and the business operated by the Retail Subtenants without the advance written consent of Landlord, which consent shall not be unreasonably withheld. Any Construction Work performed on the Retail Space after Construction of the Building shall not affect or disturb, except to a de minimis extent, the Residential Space, the residential subtenants, or any community facility or retail subtenants of the Residential Space without the advance written consent of Tenant, which consent shall not be unreasonably withheld.

Section 12.4 Project Completion Guaranty. Simultaneously with the Closing (or Closing under any Replacement Lease), Tenant shall cause the Completion Guarantor to execute and deliver the Project Completion Guaranty to Landlord.

Section 12.5 Conditions Precedent to Tenant's Commencement of All Construction Work.

(a) Permits and Approvals. Tenant shall not commence or permit the commencement of any Construction Work including, without limitation, the Project, unless and until (i) Tenant shall have obtained and delivered or caused to be obtained and delivered to Landlord all necessary permits, consents, certificates and approvals of all Governmental Authorities necessary to authorize commencement of the performance of the Construction Work in accordance with the Final Plans and Specifications with respect to the Project, and after Construction of the Building, in accordance with applicable plans and specifications for the Construction Work, and (ii) Tenant shall have delivered or caused to be delivered to Landlord certified copies, certificates or memoranda of the policies of insurance required to be carried pursuant to the provisions of Article 6.

(b) Cooperation of Landlord in Obtaining Permits. Landlord, at Tenant's sole cost and expense, shall use commercially reasonable efforts to cooperate with Tenant in obtaining the permits, consents, certificates and approvals required by Section 12.5(a), and (in its proprietary capacity only) shall sign within ten (10) days after submission by Tenant to Landlord any application made by Tenant required to obtain such permits, consents, certificates and approvals.

Section 12.6 Landlord's Rights During Construction. During Construction of the Building (including, if Landlord exercises either of its rights to participate in the ownership of the Capital One Bank Property as set forth in Section 12.12, the Construction of the Capital One Retail Unit, and for the purpose of this Section 12.6 and Section 12.7 the Capital One Retail Unit shall be deemed part of the "Retail Facilities") Landlord shall have representatives of its construction consultant or other authorized representatives regularly inspect construction as it

progresses, attend weekly job meetings at a time and place designated by Tenant of which Landlord shall receive prior notice, attend monthly requisition meeting, and discuss deficiencies that concern the Retail Facilities with Tenant, Tenant's construction manager or general contractor and architects. Landlord's representatives also may, at Landlord's election, invite representatives of the Continuing Tenants to inspect construction and attend meetings. Landlord's representatives shall raise deficiencies with respect to the Retail Facilities with representatives of Tenant within ten (10) Business Days of the weekly job meeting occurring after performance of such work (the "Objection Period"). Any work not objected to in writing within the Objection Period shall be irrevocably be deemed approved and Landlord shall have no further ability to raise any objection with respect thereto, whether at Substantial Completion or thereafter, except with respect to latent defects as set forth in Section 12.7(b) below. In the event that Landlord's construction consultant or other authorized representatives inform Tenant's Project architect that Tenant is not constructing the Retail Facilities and the portions of the Building that are characterized as common elements in the Required Condominium Documents in accordance with approved Final Plans and Specifications, White Box Conditions, and applicable Requirements, and in a good and workmanlike manner, then Tenant's architect shall promptly and in good faith inspect the deficiencies and determine whether such deficiencies require correction. If Tenant's architect agrees that the construction work is deficient, then Tenant shall require the construction manager or general contractor to cause the deficiency to be promptly corrected. If Tenant's architect does not agree that the construction work is deficient or if the correction agreed to by Tenant's architect does not adequately address the deficiency in the opinion of Landlord's representatives, then such dispute shall be submitted to arbitration in accordance with the provisions of Article 34, subject to the following modifications: (i) a principal from the architectural firm of SLCE Architects to be identified in the Phase 1 Replacement Lease or if he is not available, then a principal from the architectural firm of Dattner Architects PLLC to be identified in the Phase 1 Replacement Lease shall be the sole arbitrator, and (ii) Landlord and Tenant shall each have the right to submit a written description of the issues being arbitrated and any expert analysis or report obtained by such party to the arbitrator not less than one day prior to the date when the arbitrator is scheduled to inspect the construction. The costs of such arbitration shall be paid by the non-prevailing party. Landlord shall be solely responsible for the fees and expenses of Landlord's representatives to inspect construction as it progresses and to attend weekly and monthly meetings.

Section 12.7 Completion of Construction Work.

(a) Upon Substantial Completion of any Construction Work and a request by Landlord, Tenant shall furnish or cause to be furnished to Landlord within two hundred twenty (220) days, a complete set of "as built" plans and a survey showing the Building. Landlord shall have an unrestricted license to use such "as built" plans and survey for any purpose in connection with the maintenance, repair, restoration, improvement or renovation of the Building without paying any additional cost or compensation therefor, provided, however, that such use shall not include use for any purpose which would constitute a breach by Landlord of its obligations to Tenant under the terms of this Lease.

(b) After Substantial Completion of Construction Work, Tenant shall promptly correct punchlist items in the Retail Facilities after Landlord gives notice to Tenant of such punchlist items, at Tenant's cost. Tenant also shall correct latent defects in the

Construction Work that could not reasonably been discovered during inspections of the Construction Work pursuant to Section 12.6, provided that Landlord informs Tenant of such defects within one year after Substantial Completion of Construction Work. For purposes of this Section 12.7(b), punchlist items means minor items or construction elements that would not materially adversely affect the use, access to, or operation of the Retail Facilities (including, if applicable, the Capital One Retail Unit).

Section 12.8 Selection of General Contractor/Construction Manager. Tenant shall have the sole right to select a general contractor or construction manager provided that such selection with respect to the Construction of the Building, if other than Monadnock Construction, Inc. (or its Affiliate) or Lettire Construction Corp. (or its Affiliate) or Mega Contracting Inc. (or its Affiliate) shall be subject to Landlord's reasonable approval.

Section 12.9 Rights and Easements. Tenant shall have the right to acquire, create or grant rights, licenses, and easements on its leasehold estate that are reasonably required in connection with the construction, installation, maintenance, operation or Restoration of the Premises or any utility lines, pipes, ducts, conduits or Equipment or facilities servicing any of the same, provided, no such right, license, development right or easement, whether acquired, granted or created, may (i) impose any charge on Landlord or lien upon the Premises or any Equipment or personal property in the Premises in respect of any cost or charges in connection therewith, other than for unpaid charges for utilities supplied to the Premises through any such easement, and (ii) be binding upon Landlord, or encumber the Retail Space, or Retail Unit from and after the Delivery Date without either (a) Landlord's prior written consent in each instance, which consent may be exercised in Landlord's sole discretion, or (b) notice from Landlord to Tenant that Landlord has elected to have such matters as Landlord identifies in its notice be binding after the Delivery Date, and (iii) from and after the Delivery Date, be deemed to constitute Landlord's agreement to specific provisions in the right, license, development right or easement that are inconsistent with the terms of this Lease, or the Required Condominium Documents to the extent that such provisions apply to the Retail Space, White Box Conditions or the Retail Rents, regardless of whether the right, license, Regulatory Agreement, development right or easement encumbers the Retail Space, without Landlord's prior written consent in each instance, which consent may be exercised in Landlord's sole discretion. At Tenant's request, Landlord will join with Tenant in the creation or granting of any such right, license, development right or easement on Tenant's leasehold estate or promptly execute and deliver any instrument required to effectuate same that is reasonably required by Tenant and is consistent with the provisions of clauses (i) – (iii) of this Section 12.9 (in each case, at no expense to Landlord). On the Delivery Date, except as otherwise agreed by Landlord, Tenant shall remove of record any such right, license, development right or easement from title to the Retail Unit, Allocated Parking, Retail Parking Unit, or Retail Space. The obligations of Tenant pursuant to this Section 12.9 shall survive the expiration or earlier termination of this Lease.

Section 12.10 Tenant's Right to Terminate. If the Construction of the Building has not been Substantially Completed on or before the Rent Commencement Date, Tenant may, subject to any required consents from any Recognized Mortgagee or direct or indirect member of Tenant, upon written notice to Landlord given not more than thirty (30) days before the Rent Commencement Date and not more than thirty (30) days after the Rent Commencement Date, terminate this Lease. Upon termination, the estate of Tenant in and to the Premises shall be

extinguished in its entirety and the Term of this Lease shall expire on such termination date with the same force and effect as if the early termination date were the original Expiration Date of the Term, subject to those provisions that survive termination of this Lease. Tenant shall represent in the notice of termination that prior to termination, this Lease is in full force and effect, that Landlord is not in default in performance of any covenant, agreement or condition contained in this Lease and that there are no offsets or defenses which Tenant may have against Landlord. Upon giving the notice of termination, Tenant shall reimburse Landlord for Landlord's share of all amounts paid to Retail Subtenants pursuant to Continuing Leases. Such payment shall be made by certified or bank check or by wire transfer pursuant to wire transfer instructions provided by Landlord. In the event of such a termination under this Section 12.10, such termination shall only be effective upon the return of the Premises to Landlord in its prior lien-free condition subject only to those exceptions identified on Exhibit 1.16 hereof (provided that in no event shall a Regulatory Agreement be a permitted exception). Tenant shall surrender the Premises vacant, free of all occupants and of all rights of any other party, as tenant, subtenant or other occupant, with no improvements thereon, shall remove any foundations and pilings, shall leave the land level with surrounding streets and shall fence in the Premises at the boundaries and shall deliver any termination of Memorandums, Transfer Tax Forms and other instruments necessary to remove the Memoranda from record.

Section 12.11 Stark Family Plaza. On or before completion of Construction of the Phase 1 Building, Tenant shall cause the plaza being constructed as part of the Project to be named "Stark Family Plaza" or a similar name approved by Landlord and shall erect signage to be agreed upon between Landlord and Tenant bearing such name, subject to compliance with applicable Requirements. The Required Condominium Documents shall require the Condominium board of managers to retain such name for the plaza for as long as such plaza shall exist and be subject to the Required Condominium Documents. Tenant shall take no action and the Condominium shall take no action pursuant to the Condominium Documents to change or eliminate such name at any time after such naming, and shall publicly oppose any effort by any third party to change or eliminate such name.

Section 12.12 Capital One Bank Property. Tenant or an affiliate or designee may enter into an agreement to acquire title to property currently owned by Capital One Bank that is located at 20-10 Mott Avenue, Far Rockaway, New York ("Capital One Bank Property"). If Tenant is given the opportunity, directly or indirectly, to acquire the Capital One Bank Property, it shall promptly give notice to Landlord of such opportunity. If Tenant elects not to pursue the opportunity to acquire the Capital One Bank Property, Tenant shall promptly give notice to Landlord of such decision, and Landlord shall be free to independently approach Capital One Bank about acquiring the Capital One Bank Property for its own use. In the event that Tenant enters into an agreement to acquire title to the Capital One Bank Property, the following shall apply: (i) Tenant shall give prompt notice to Landlord of the terms of such acquisition and copies of any agreements entered into between Tenant or its affiliates and Capital One Bank; (ii) Landlord shall have a ninety (90) day period, TIME BEING OF THE ESSENCE, after which period Landlord shall be deemed to have irrevocably waived its rights under this Section 12.12, to elect, in its sole discretion, whether to form a joint venture with Tenant to acquire the commercial space to be located in the Capital One Bank Property (it being agreed and acknowledged that the Tenant or its Affiliate shall be the sole owner of the Residential Space to be located in the Capital One Bank Property and the joint venture shall be the sole owner of the

commercial space) in consideration for a contribution to the joint venture equal to: (A) a portion of the acquisition cost as follows: (i) if the Capital One Bank Property is acquired from the City of New York, 50% of the entire acquisition price paid to the City of New York; or (ii) if the Capital One Bank Property is acquired from the Capital One Bank, 50% of the positive difference between the acquisition cost paid to Capital One Bank less the product of $10,000 x the number of residential dwelling units to be located in the Capital One Bank Property plus (B) 50% of the amount being spent by Tenant to finance and construct (including hard and soft costs) and operate such commercial space (it being agreed that, as between the commercial space and the Residential Space: (x) costs that are shared by the commercial space and the Residential Space (excluding the acquisition cost which shall be allocated as aforesaid), including, without limitation, financing costs and construction costs (including hard and soft costs), shall be allocated between the Residential Space and the commercial space in proportion to the square footage of each portion of the building to be constructed on the Capital One Bank Property, and (y) the operating costs of the commercial space and Residential Space shall be borne by the respective owners of such space except with respect to common elements which shall be allocated as set forth in the Required Condominium Documents as more particularly described in Section 3.10 hereof; (iii) if Landlord elects to form a joint venture with Tenant to acquire the commercial space in the Capital One Bank Property, the joint venture agreement between the parties shall include the following: (a) each party shall contribute 50% of required capital and have a 50% interest in income, expenses, profits and losses from the commercial space, subject to customary reduction if a member does not contribute required capital, (b) the Capital One Bank Property shall be under the day to day management of Tenant, provided that major decisions such as tenants, leases, lease amendments, sales, mortgages (other than as set forth in (e)), major capital improvements, modifications to the joint venture agreement, mergers, and similar matters shall require the consent of Landlord, (c) a "buy – sell" procedure pursuant to which either party may acquire the interest of the other member of the joint venture or have the other party acquire its interest in the joint venture, (d) permit transfers among family members or affiliates, (e) the Capital One Bank Property is expected to be included in Tenant's construction and permanent financing for the Phase 4 Project and therefore may be subject to mortgages that require the Regulatory Agreement and require the parties to execute disclosure documents in favor of governmental lenders or guarantors, and (f) such usual and customary terms that are found in agreements between equal partners. If Tenant acquires the Capital One Bank Property, whether by itself or in a joint venture with Landlord, the Capital One Bank Property shall be a separate property and tax lot or condominium unit from the Project, shall have parking sufficient for its needs without use of the Allocated Parking. If Tenant acquires the Capital One Bank Property and Landlord does not enter into the joint venture pursuant to the terms set forth herein, the Capital One Bank Property shall be subject to those restrictions on leasing set forth in Section 9.3(b) (i),(iii), (iv) and (vi) but shall otherwise be free of leasing restrictions (other than restrictions that may be imposed in the Regulatory Agreement) and Tenant shall terminate of record the use restriction that benefits the Capital One Bank Property and burdens the Land. If Tenant acquires the Capital One Bank Property and Landlord does enter into the joint venture pursuant to the terms set forth herein, (x) the Capital One Bank Property shall be free of all leasing restrictions, provided that selection of tenants and entering into leases shall be major decisions that require the consent of Landlord pursuant to the joint venture operating agreement governing the joint venture between Landlord and Tenant and (y) and the joint venture shall terminate of record the use restriction that benefits the Capital One Bank Property and burdens the Land.

In addition to the rights of Landlord with respect to the Capital One Bank Property set forth hereinabove, Landlord shall have the right (the "Capital One Retail Unit Purchase Option"), exercisable by written notice to Tenant on timeframes to be agreed upon by Landlord and Tenant within ninety (90) days of the Effective Date (provided that in no event shall Landlord be required to give notice of its exercise of the Capital One Retail Unit Purchase Option before January 1, 2019), to purchase the fee interest in the condominium unit (or 100% of the membership interests in the entity that will own such condominium unit) which will comprise the commercial space in the building to be constructed on the Capital One Bank Property (the "Capital One Building" and the "Capital One Retail Unit"). The purchase price for Capital One Retail Unit shall be the sum of (i) the third party out of pocket costs incurred by Tenant or its Affiliate in the acquisition of the Capital One Bank Property plus interest thereon at the rate of eight percent (8%) per annum from the date incurred to the date of closing under the Capital One Retail Unit Purchase Option plus (ii) the pro-rata share of the construction hard costs and soft costs of constructing the Capital One Bank Building, which shall be allocated the Residential Space and the Capital One Retail Unit in proportion to the square footage of each portion of the Capital One Bank Building (without duplication of costs included in (i), less (iii) the total so called "soft" subsidy loans funded by HDC or HPD for the acquisition of the Capital One Bank Property. Tenant shall be responsible for the payment of one hundred percent (100%) of the transfer taxes in connection with the exercise of the Capital One Retail Unit Purchase Option. Landlord and Tenant acknowledge that the Capital One Retail Unit is expected to be subject to the Regulatory Agreements.

## ARTICLE 13

## REPAIRS, SIDEWALKS, UTILITIES AND WINDOW CLEANING

Section 13.1 Maintenance of the Premises, Etc. Tenant shall take or cause to be taken good care of the Premises, the sidewalks, alleys and curbs in front of or adjacent to the Premises, water, sewer and gas connections, pipes and mains, and shall keep and maintain (or cause to be kept and maintained) the Premises (including all of the foregoing) in good and safe order and condition, and shall make (or cause to be made) all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Premises and all appurtenances thereto in good and safe order and condition, however the necessity or desirability therefor may occur. Tenant shall neither commit nor suffer, and shall use commercially reasonable efforts to prevent, any damage or injury to the Premises. All repairs made by or on behalf of Tenant shall be equal in quality and class to the original work and shall be made in compliance with the Requirements. As used in this Section, the term "repairs" shall include all necessary (a) replacements, (b) removals, (c) alterations, and (d) additions. Tenant shall have the right, without Landlord's consent, to repair any portions of the Premises other than the Retail Space and Allocated Parking as long as (i) Tenant shall comply with the applicable provisions of Article 12, and (ii) the Retail Space, the Retail Subtenants, the Allocated Parking and the business operated by the Retail Subtenants remain unaffected and undisturbed except to a de minimis extent. Landlord and Tenant agree and acknowledged that if the parties enter into a Replacement Lease, then the applicable Phase of the Project may be ongoing from and after Substantial Completion Date for any Phase and as such

there will be active construction and construction staging on and in the vicinity of the Premises, excluding the Retail Space.

Section 13.2 Removal of Equipment. Other than in connection with the demolition of the existing buildings on the Premises by Tenant, Tenant shall not remove or dispose of any Equipment unless such Equipment (a) is promptly replaced by Equipment of at least equal utility and quality, or (b) is removed for repairs, cleaning or other servicing, provided Tenant reinstalls such Equipment on the Premises with reasonable diligence; except, however, Tenant shall not be required to replace any Equipment that has become obsolete or that performed a function that has become obsolete, unnecessary (including by reason of the changed requirements of Subtenants) or undesirable in connection with the operation of the Premises or that Tenant replaces upon the earlier termination of this Lease or the Expiration Date.

Section 13.3 Free of Dirt, Snow, Etc. Tenant shall keep or cause to be kept clean and free from dirt, snow, ice, rubbish and obstructions the sidewalks, grounds, parking facilities, plazas, common areas, vaults, chutes, sidewalk hoists, railings, gutters, alleys, curbs or any other space, in front of, or adjacent to, the Premises.

Section 13.4 No Obligation To Repair or to Supply Utilities. From and after the Effective Date, Landlord shall not be required to supply any facilities, services or utilities whatsoever to the Premises and shall not have any duty or obligation to make any alteration, change, improvement, replacement, Restoration or repair to the Building, and Tenant assumes the full and sole responsibility for the condition, operation, alteration, change, improvement, replacement, Restoration, repairs, maintenance and management of the Premises.

Section 13.5 Window Cleaning. Tenant shall not clean nor require, permit, suffer nor allow any window in the Premises to be cleaned from the outside in violation of Section 202 of the Labor Law of the State of New York or of the rules of the Industrial Board or any other Governmental Authority.

## ARTICLE 14

## CAPITAL IMPROVEMENTS

Effective upon the Substantial Completion Date (or the Substantial Completion Date under any Replacement Lease), Tenant shall have the right to make any Capital Improvement to the portions of the Premises other than the Retail Space and Allocated Parking, as long as (i) Tenant shall comply with the applicable provisions of Article 12, and (ii) the Retail Space, the White Box Conditions, the Retail Subtenants and the business operated by the Retail Subtenants remain unaffected and undisturbed except to a de minimis extent. Landlord and Tenant agree and acknowledged that if the parties enter into a Replacement Lease, then the applicable Phase of the Project may be ongoing from and after Substantial Completion Date for any Phase and as such there will be active construction and construction staging on and in the vicinity of the Premises, excluding the Retail Space. Notwithstanding anything to the contrary contained herein, from and after Substantial Completion Date, Tenant shall not close or complete any Capital Improvements, repairs or replacements to the Retail Space or the White Box Conditions, without Landlord's prior written consent, in its sole discretion, unless required by Requirements.

## ARTICLE 15

## REQUIREMENTS OF GOVERNMENTAL AUTHORITIES

(a) Subject to the provisions of Article 32, in connection with any Construction Work, and except as hereinafter set forth in this Section 15(a), maintenance, management, use and operation of the Premises and Tenant's performance of its obligations hereunder, Tenant shall comply, promptly with (i) all Requirements, (ii) the requirements of all public liability, fire and other policies of insurance at any time in force with respect to the Premises, as applicable; (iii) the provisions Title Matters; without regard to the nature of the work required to be done, whether extraordinary or ordinary, and whether requiring the removal of any encroachment, or affecting the maintenance, use or occupancy of the Premises, or involving or requiring any structural changes or additions in or to the Premises, and regardless of whether such changes or additions are required by reason of any particular use to which the Premises, or any part thereof, may be put.

## ARTICLE 16

## DISCHARGE OF LIENS; BONDS

Section 16.1 Creation of Liens. Tenant shall neither create nor cause to be created (a) any lien, encumbrance or charge upon this Lease, the leasehold estate created hereby, the income therefrom or the Premises or any part thereof, or (b) any other matter or thing whereby the estate, rights or interest of Landlord in and to the Premises or any part thereof might be impaired, except that Tenant shall have the right to enter into Mortgages, Subleases, the Regulatory Agreement, restrictive declarations, rights, licenses and easements as provided by, and in accordance with, the provisions of this Lease, including, without limitation, Section 12.9.

Section 16.2 Discharge of Liens. If Tenant shall create or cause to be created any mechanic's, laborer's, vendor's, materialman's or similar statutory lien against the Premises or any part thereof, or if any public improvement lien created, or caused or suffered to be created by Tenant shall be filed against the Premises or any assets of Landlord, Tenant shall within sixty (60) days after Tenant receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien or public improvement lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Tenant shall not be required to discharge any such lien if Tenant shall have (a) furnished Landlord with a cash deposit, bond or other security in an amount equal to 110% of the lien in question and otherwise reasonably satisfactory to Landlord, and (b) brought an appropriate proceeding to discharge such lien and continued prosecuting such proceeding with diligence and continuity.

Section 16.3 No Authority to Contract in Name of Landlord. Nothing contained in this Article shall be deemed or construed to constitute the consent or request of Landlord, express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or any part thereof. Notice is hereby given that to the extent enforceable under New York law, Landlord shall not be liable for any work performed or

to be performed at the Premises or any part thereof for Tenant or any Subtenant or for any materials furnished or to be furnished to the Premises or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall attach to or affect the Landlord's interest in the Premises, or any part thereof or any assets of Landlord.

## ARTICLE 17

## REPRESENTATIONS AND COVENANTS; POSSESSION

Section 17.1 Representations and Warranties of Landlord. Landlord represents, and warrants that, as of the Effective Date, and as a condition to the Commencement Date:

(a) Landlord has not entered into any agreement (nor does any other party have rights) to lease, sell, purchase (including options to purchase or rights of first refusal) the Premises or any part thereof, except for agreements reached with Retail Subtenants under Continuing Leases in accordance with the terms of this Lease;

(b) To the actual knowledge of Landlord, other than the potential condemnation of the Premises, there are no pending or threatened actions, investigations or legal proceedings affecting the Premises which could have a material adverse effect on: (i) any physical characteristic of the Premises, (ii) the current use and operation of the Premises, or the compliance of the Premises with applicable Requirements or (iii) the transactions contemplated hereby;

(c) To the actual knowledge of Landlord, there are no tax assessment reduction proceedings currently pending with respect to the Premises;

(d) To the actual knowledge of Landlord, Landlord has not received written notice of special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Premises that remain unpaid;

(e) To the actual knowledge of Landlord, except as set forth in municipal violation searches obtained by Tenant, there are no outstanding notices of, nor are there, any violations of any Requirements of any Governmental Authority having jurisdiction over or affecting any part of the Premises;

(f) Landlord has not dealt with any broker, finder or like entity in connection with this Lease or the transactions contemplated hereby, provided, however, Landlord reserves the right to retain, at Landlord's expense, a broker or brokers in connection with the sale or leasing of the Retail Space or Landlord's interest in the Retail Space;

(g) There are no tenants, subtenants, licensees or other parties having any rights of occupancy to all or any portion of the Premises other than the Continuing Leases;

(h) All fixtures, machinery, equipment and other articles of personal property attached to or appurtenant to or used in connection with the Premises are owned by Landlord, free of any liens or encumbrances, other than personal property of the Continuing Tenants;

(i) There are no service contracts, management agreements or leasing agency agreements of any kind relating to the Premises except as set forth on Exhibit 17.1(i) hereof;

(j) To the actual knowledge of Landlord, Landlord has not received any notice of any current federal, state or local plans to (i) restrict or change access from any highway or road to the Premises, (ii) change the grade of any such highway or road to the Premises, or (iii) close any driveway or curb cut;

(k) Landlord is a limited liability company duly organized, validly existing and in good standing in the State of New York, and is entitled to own its property and to carry on its business in the State of New York. The execution and performance of this Lease has been duly authorized by all necessary action, and the execution and performance of this Lease will not violate any term of Landlord's articles of organization, operating agreement, or any other agreement to which Landlord is a party;

(l) Landlord is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

(m) There are no employees of Landlord or the Premises; and

(n) No services, material or work requested by Landlord have been supplied or performed by contractors, subcontractors or materialmen with respect to the Premises for which payment has not been made in full or will be paid in the ordinary course.

Section 17.2 Tenant's Acknowledgment of No Other Representations. Tenant acknowledges, represents and confirms that it has visited the Premises and is fully familiar with the physical condition thereof and the leases and occupancies, if any, and Title Matters affecting the Premises. Tenant accepts the Premises (in its condition and state of repair on the Effective Date) and Tenant confirms that except for the representations, warranties and agreements expressly contained in this Lease, (a) no representations, agreements, or warranties, express or implied, have been made by, or on behalf of, Landlord with respect to the Premises, or the transaction contemplated by this Lease, the status of title thereto, the physical condition thereof, the tenants and occupants thereof, the zoning or other laws, regulations, rules and orders applicable thereto or the use that may be made of the Premises, the compliance of the Premises with any Requirements or otherwise, (b) Tenant has relied on no such representations, agreements or warranties, and (c) Landlord shall not be liable in any event whatsoever for any latent or patent defects in the Premises.

Section 17.3 Tenant's Representations and Warranties. Tenant represents and warrants that, as of the Effective Date, and as a condition to the Commencement Date:

(a) It has not dealt with any broker, finder or like entity in connection with this Lease or the transactions contemplated hereby; and

(b) Tenant is a limited liability company duly organized, validly existing and in good standing in the State of New York, and is entitled to own its property and to carry on its business in the State of New York. The execution and performance of this Lease has been duly authorized by all necessary action, and the execution and performance of this Lease will not violate any term of Tenant's articles of organization, operating agreement, or any other agreement to which Tenant is a party.

Section 17.4 Tenant's Covenants. Tenant covenants that:

(a) Single Purpose. For so long as Redfern FRP LLC is Tenant, Redfern FRP LLC is and will remain an entity whose sole purpose is to construct the Project. In the event that the parties propose to enter into a Replacement Lease, then the tenant under each of such leases shall be an entity whose sole purpose is to develop, construct, own, operate and dispose of the applicable Phase of the Project, as applicable, and ancillary purposes in furtherance thereof ,and each of such tenants shall be Affiliates of Tenant.

(b) Notice to Landlord. Tenant shall notify Landlord in writing within thirty (30) days of such time as it obtains actual knowledge that an event has occurred which may give rise to an Unavoidable Delay.

Section 17.5 OFAC. Tenant and Landlord each hereby covenant, warrant and represent to the other that as of the Effective Date, it is not: (i) a Blocked Person; or (ii) directly owned, in whole or in part, or directly controlled by any Blocked Person which has an ownership or control interest in excess of twenty five percent (25%). Each of Tenant and Landlord further covenant, warrant and represent to the other that it does not, and will not at any time during the term of this Lease: (a) knowingly conduct any business or knowingly engage in any transaction or dealing, including, without limitation, knowingly entering into any sublease permitted under this Lease, with a Blocked Person; or (b) knowingly deal in, or otherwise knowingly engage in any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224. Each party hereby agrees to indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold harmless the other party, from and against any loss, cost or damage arising from the breach by the indemnifying party of any of its covenants, warranties or representations under this Section.

Section 17.6 No Material Untrue Statement. No representation or warranty made by Landlord or Tenant in this Lease, to the respective knowledge of Landlord and Tenant, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

## ARTICLE 18

## LANDLORD NOT LIABLE FOR INJURY OR DAMAGE, ETC.

From and after the Effective Date, Landlord shall not be liable for any injury or damage to Tenant or to any Person happening on, in or about the Premises or its appurtenances, nor for any injury or damage to the Premises or to any property belonging to Tenant or to any other Person that may be caused by fire, by breakage, or by the use, misuse or abuse of any portion of the Building (including, but not limited to, any of the common areas within the Building,

hatches, openings, installations, stairways or hallways or other common facilities, and the streets or sidewalk areas within the Premises) or that may arise from any other cause whatsoever unless caused by Landlord's, or their agents' or employees' respective gross negligence or intentionally tortious acts.

From and after the Effective Date, Landlord shall not be liable to Tenant or to any Person for any failure of water supply, gas or electric current, nor for any injury or damage to any property of Tenant or of any Person or to the Premises caused by or resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storm or disturbance or by or from water, rain or snow which may leak or flow from the street, sewer, gas mains or subsurface area or from any part of the Premises or by or from leakage of gasoline or oil from pipes, appliances, sewer or plumbing works therein or from any other place, nor for interference with light or other incorporeal hereditaments by any Person, or caused by any public or quasi-public work, unless caused by Landlord's, or their agents' or employees' respective gross negligence or intentionally tortious acts.

## ARTICLE 19

## INDEMNIFICATION

Section 19.1 Obligation of Tenant to Indemnify. From and after the Effective Date, whether authorized or unauthorized by Landlord, Tenant shall not do or permit any act or thing to be done upon the Premises, or any portion thereof, which subjects Landlord to any liability or responsibility for injury, damage to Persons or property or to any liability by reason of any violation of law or of any legal requirement of any public authority. The foregoing provisions of this Section shall not modify Tenant's right to contest the validity of any Requirements in accordance with the provisions of Section 32.3. From and after the Effective Date, Tenant shall indemnify and save Landlord Indemnitees harmless from and against any and all Claims, including, without limitation, reasonable attorneys' fees and disbursements, that may be imposed upon or incurred by or asserted against any of the Landlord Indemnitees by reason of any of the following:

(a) Construction Work. The Construction Work or any other work or act done in, on, or about the Premises or any part thereof by or on behalf of Tenant;

(b) Ownership. Prior to the Expiration of the Term, the use, non-use, possession, occupation, alteration, condition, operation, maintenance or management of the Premises or any part thereof or of any street, alley, sidewalk, curb, vault, passageway or space comprising a part thereof;

(c) Accidents, Injury to Person or Property. Prior to the Expiration of the Term, any accident, injury (including death at any time resulting therefrom) or damage to any Person or property occurring in, on, or about the Premises or any part thereof, or in, on, or about any street, alley, sidewalk, curb, vault, passageway, subway or space comprising a part thereof or adjacent thereto;

(d) Rental and other Lease Obligations. Prior to the Expiration of the Term, Tenant's failure to pay Rental or to perform or comply with any of the covenants, agreements,

obligations, terms or conditions contained in this Lease, on Tenant's part to be kept, observed, performed or complied with;

(e) Lien, Encumbrance or Claim Against Premises. Prior to the Expiration of the Term, any lien or claim created or alleged to be created by Tenant or any Subtenant or any of its or their officers, agents, contractors, servants, employees, licensees or invitees against any assets of, or funds appropriated to, Landlord with respect to the Premises, or any liability that may be asserted against Landlord with respect thereto;

(f) Default of Tenant. Any failure on the part of Tenant to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or obligations contained in the Subleases or other contracts and agreements affecting the Premises, on Tenant's part to be kept, observed or performed;

(g) Contest and Proceedings. Any contest or proceeding brought or attempted to be brought by Tenant pursuant to the provisions of Article 32; or

(h) Brokerage. Any claim for brokerage commissions, fees or other expenses by any Person who alleges to have acted or dealt with Tenant in connection with the transactions contemplated by this Lease.

Section 19.2 Environmental Indemnity by Tenant. From and after the Effective Date, Tenant shall be solely liable for and shall pay, indemnify, defend and hold harmless the Landlord Indemnitees from and against any Claims (including, without limitation, reasonable engineer and consultant fees, investigation and laboratory fees) of whatever kind or nature, known or unknown, contingent or otherwise, with respect to any matters first occurring or first arising and relating to a period on or after the Effective Date, and prior to the Expiration Date or earlier termination of this Lease, existing in on or about, or in connection with, the Premises, arising out of, or in any way related to, (w) the presence, use, storage, management, transportation, disposal, release, or threatened release of any Hazardous Materials on, from, under, at, or in connection with the Premises and any portion thereof; (x) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (y) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; and/or (z) whether actual or alleged, any violation of or liability under Environmental Law. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Tenant may have to any Landlord Indemnitee at common law, and shall survive the expiration or termination of this Lease. Notwithstanding the foregoing, or anything in this Lease to the contrary, Tenant will not be responsible for the remediation of or any indemnification obligation hereunder with respect to any contamination discovered on property other than (A) the Premises or (B) Tenant's Land that is conveyed to Landlord pursuant to Section 12.1(b), unless (i) it originated from the Premises or Tenant's Land that is conveyed to Landlord pursuant to Section 12.1(b) and arose from a condition existing on the Effective Date, or (ii) arose from the action or inaction of Tenant, and in each case, Tenant or Landlord is required by Governmental Authority having jurisdiction to remediate the same.

Section 19.3 Contractual Liability. The obligations of Tenant under this Article shall not be affected in any way by the absence of insurance coverage, or by the failure or refusal of

any insurance carrier to perform an obligation on its part under insurance policies affecting the Premises.

Section 19.4 Defense of Claim, Etc. If any claim, action or proceeding is made or brought against any of the Landlord Indemnitees by reason of any event to which Tenant is obligated to indemnify Landlord in this Article, as applicable, then upon demand by the Landlord Indemnitee, the indemnitor shall either resist, defend or satisfy such claim, action or proceeding in the Landlord Indemnitee's name, by the attorneys for, or approved by, the indemnitor's insurance carrier (if such claim, action or proceeding is covered by insurance) or by such other attorneys as the Landlord Indemnitee shall reasonably approve. The foregoing notwithstanding, the Indemnitee may , at its sole cost and expense, engage its own attorneys to defend the Landlord Indemnitee, provided, however, that so long as the indemnitor's insurance carrier is defending such claim and the Landlord Indemnitee is timely notified of such defense, the Landlord Indemnitee may engage its own attorneys, at its sole cost and expense, only to assist the Landlord Indemnitee in the Landlord Indemnitee's defense of such claim, action or proceeding, as the case may be.

Section 19.5 Obligation of Landlord to Indemnify. Except to the extent arising from the negligence or willful misconduct of a Tenant Party, Landlord shall indemnify and save harmless Tenant Parties against and from all Claims which may be imposed upon or incurred by or asserted against Tenant Parties by reason of any of the following occurrences during the Term of this Lease: (a) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof, or any alley, sidewalk, curb, vault, passageway or space adjacent thereto arising from the wrongful acts, misconduct or negligence of Landlord, its officers, directors, employees, partners, members and agents; (b) the breach or default by Landlord under this Lease; or (c) to the extent occurring prior to the Effective Date, except as set forth in Section 19.2: (i) the use, possession or occupancy of the Premises or any business conducted therein, (ii) any work or thing whatsoever done, or any condition created (other than by Tenant, its employees, agents or contractors) in or about the Premises, or (iii) any act or omission, negligence or willful misconduct, of Landlord or any Landlord subtenant, licensee or invitee, whether resulting in injury or death to persons or damage to property or otherwise.

Section 19.6 Survival Clause. The provisions of this Article shall survive the Expiration of the Term.

## ARTICLE 20

## LANDLORD'S RIGHT TO DISCHARGE LIENS

Section 20.1 Discharge of Liens. If Tenant shall fail to cause any mechanic's, laborer's, vendor's, materialman's or similar statutory lien or any public improvement lien to be discharged in accordance with the provisions of Section 16.2, Landlord may, after ten (10) days' notice to Tenant, but shall not be obligated to, discharge such lien of record either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings.

Section 20.2 Reimbursement For Amounts Paid by Landlord Pursuant to this Article. Any amounts paid by Landlord pursuant to Section 20.1, including all reasonable costs and

expenses incurred by Landlord in connection therewith, shall be reimbursed to Landlord on Landlord's demand, as additional rent, together with a late charge on the amounts so paid by Landlord, calculated at the Late Charge Rate from the date of any such payment by Landlord to the date on which payment of such amounts is received by Landlord.

Section 20.3 Waiver, Release and Assumption of Obligations. Landlord's payment or performance pursuant to the provisions of this Article shall not be, nor be deemed to be (a) a waiver or release of the Default or Event of Default with respect thereto (or any past or future Default or Event of Default) or of Landlord's right to terminate this Lease and/or to take such other action as may be permissible hereunder, or (b) Landlord's assumption of Tenant's obligations to pay or perform any of Tenant's past, present or future obligations hereunder.

Section 20.4 Proof of Damages. Landlord shall not be limited in the proof of any damages that it may claim against Tenant arising out of, or by reason of, Tenant's failure to provide and keep insurance in force in accordance with the provisions of this Lease to the amount of the insurance premium or premiums not paid. However, Landlord shall be entitled to recover, as damages for such Default or Event of Default, the uninsured amount of any loss and damage sustained or incurred by it arising out of such failure by Tenant to provide and keep insurance in force with the provisions of this Lease and the reasonable costs and expenses of any suit in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements.

## ARTICLE 21

## PERMITTED USE: NO UNLAWFUL OCCUPANCY

Section 21.1 Type of Use. Tenant may use and operate the Premises throughout the Term for any legal use subject to the obligation to comply with the Requirements, as the same may be amended from time to time (the "Permitted Use").

Section 21.2 Prohibited Uses. Tenant shall not use or occupy the Premises, shall neither permit nor suffer the Premises or any part thereof to be used or occupied, for any unlawful or illegal business, use or purpose, or in any way in violation of the provisions of Section 21.1 or Article 15 or the certificate(s) of occupancy for the Premises. Promptly upon its discovery of any such unlawful or illegal business, use or purpose, or use or occupation in violation of Section 21.1 or Article 15, Tenant shall take all necessary steps, legal and equitable, to compel the discontinuance of such business or use, including, if necessary, the removal from the Premises of any Subtenants using a portion of the Premises for an unlawful or illegal business, use or purpose or in violation of Section 21.1 or Article 15.

## ARTICLE 22

## EVENTS OF DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES, ETC.

Section 22.1 Definition. Each of the following events shall be an "Event of Default"" hereunder:

(a) if Tenant shall fail to make any payment (or any part thereof) of Rental required to be paid by Tenant hereunder and such failure shall continue for a period of twenty (20) days after notice thereof;

(b) if Tenant shall fail to observe or perform one or more of the other terms, conditions, covenants or agreements of this Lease and such failure shall continue for a period of thirty (30) days after Landlord's notice thereof to Tenant specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot, by their nature, reasonably be performed, done or removed within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as Tenant shall have commenced curing the same within the thirty (30) day period and shall diligently prosecute the same to completion);

(c) to the extent permitted by law, if Tenant shall make an assignment (other than collateral assignments in accordance with this Lease in connection with Tenant's Mortgage of its leasehold) for the benefit of the then creditors;

(d) to the extent permitted by law, if Tenant shall file a voluntary petition under Title 11 of the United States Code, or if Tenant shall file a petition or an answer seeking, consenting to or then acquiescing in, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, State or other bankruptcy or insolvency statute or law, or shall seek, or consent to, in writing, the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant, or of all or any substantial part of its properties, or of the Premises or any interest of Tenant therein;

(e) to the extent permitted by law, if within ninety (90) days after the commencement of a proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy code or any other present or future applicable Federal, State or other bankruptcy or insolvency statute or law, such proceeding shall not be dismissed, or if, within one hundred eighty (180) days after the appointment, without the consent or acquiescence of Tenant (it being agreed that mere failure to oppose a request or appointment shall not constitute consent or acquiescence), of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of Tenant, or of all or any substantial part of its properties, or of the Premises or any interest of Tenant therein, such appointment shall not be vacated or stayed on appeal or otherwise, or if, within one hundred eighty (180) days after the expiration of any such stay, such appointment shall not be vacated; or

(f) if a levy under execution or attachment in an amount equal to or greater than One Million Dollars ($1,000,000.00) shall be made against Tenant or the Premises or any part thereof, the income therefrom, this Lease or the leasehold estate created hereby and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of one hundred eighty (180) days.

Any notice of default provided for herein to be delivered by Landlord shall not be effective unless such notice (i) shall recite in bold-face type and in all capital letters the following: "**THIS IS A DEFAULT NOTICE**", (ii) specify in reasonable detail the nature of the default which is

the basis of such notice, and (iii) shall be given to all Recognized Mortgagees in accordance with Article 10.

In the event that Landlord and Tenant enter into a Replacement Lease before the Commencement Date under this Lease, then any Event of Default that occurs under this Lease before the Commencement Date shall be an Event of Default under the Replacement Lease if and only if the Commencement Date has not occurred under such Replacement Lease, and any Event of Default that occurs under a Replacement Lease before the Commencement Date under such Replacement Lease shall be an Event of Default under this Lease and any other Replacement Lease if and only if the Commencement Date under this Lease shall not have occurred. From and after the occurrence of the Commencement Date under this Lease, an Event of Default under any Replacement Lease shall not be an Event of Default hereunder. From and after the occurrence of the Commencement Date under any Replacement Lease, an Event of Default under this Lease or any other Replacement Lease shall not be an Event of Default under the Replacement Lease for which the Commencement Date has occurred.

Section 22.2 Enforcement of Performance. If an Event of Default occurs, Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Tenant of the applicable provisions of this Lease and/or to recover damages for breach thereof.

Section 22.3 Termination of Lease.

(a) If an Event of Default occurs and is continuing and Landlord, at any time thereafter, gives Tenant notice stating that this Lease and the Term shall terminate on the date specified in such notice, which date shall not be less than sixty (60) days after the giving of the notice, then this Lease and the Term and all rights of Tenant under this Lease shall (subject to the rights of Recognized Mortgagees under Article 10) expire and terminate as if the date specified in the notice were the Fixed Expiration Date, and Tenant shall quit and surrender the Premises forthwith. If (i) such termination is stayed by order of any court having jurisdiction over any case described in Sections 22.1(c), (d) or (e) hereof or by Federal or State statute, then following the expiration of any such stay, or if (ii) the trustee appointed in any such case, Tenant or tenant as debtor-in-possession fails to assume Tenant's obligations under this Lease within the period prescribed thereof by law or as such period may be extended by court order, or if (iii) the trustee, Tenant or Tenant as debtor-in-possession fails to provide adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease as provided in Section 22.8, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such case, shall have the right, at its election, to terminate this Lease on thirty (30) days' notice to Tenant, Tenant as debtor-in-possession or the trustee. Upon the expiration of the thirty (30) day period this Lease shall cease and Tenant, Tenant as debtor-in-possession and/or the trustee immediately shall quit and surrender the Premises.

Any notice of termination provided for herein to be delivered by Landlord shall not be effective unless such notice (i) shall recite in bold-face type and in all capital letters the following: "**THIS IS A TERMINATION NOTICE**", and (ii) shall be given to all Recognized Mortgagees in accordance with Article 11.

(b) If this Lease is terminated as provided in Section 22.3(a), Landlord may dispossess Tenant by summary proceedings or other legal process,

(c) If this Lease is terminated as provided in Section 22.3(a), and the Recognized Mortgagee does not receive a new lease in accordance with Article 10, Tenant shall, subject to the provisions of Section 35.8, pay to Landlord as damages, at the election of Landlord, either (i) a sum which, at the time of such termination or re-entry, as the case may be, represents the then present value (computed upon the basis of a discount factor equal to the Prime Rate) of the excess, if any, of (x) the aggregate of the Base Rent and additional rent which would have been payable by Tenant to Landlord had this Lease not terminated or Landlord or its agents not so re-entered, as the case may be, for the period commencing with the day following the date of such termination or re-entry, as the case may be, and ending with the then applicable date set for the expiration of the Term over (y) the fair rental value of the Premises for the same period, or (ii) sums equal to the aggregate installments of Base Rent and additional rent which would have been payable by Tenant had this Lease not so terminated or Landlord or its agents not so re-entered, as the case may be, payable upon the due dates therefor specified herein following such termination or re-entry and until the applicable date set for the expiration of the Term; provided, however, that if Landlord shall re-let the Premises during such period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting, the out-of-pocket expenses actually incurred or paid by Landlord in terminating this Lease or in re-entering the Premises and securing possession thereof, as well as the reasonable expenses of reletting, including repairing, altering, decorating and preparing the Premises, brokerage commissions, advertising costs, attorneys' fees and all other similar and dissimilar expenses chargeable against the Premises and the rental thereof, it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining Term. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, or shall Tenant be entitled in any suit for the collection of damages pursuant hereto to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if it had not been terminated or if Landlord or its agents had not re-entered. In the event Landlord commences any summary proceeding for nonpayment of rent or holding over after Termination of this Lease, Tenant will not interpose any set off, deduction or non-mandatory counterclaim of whatever nature or description in any such proceeding, but may pursue any claim in a separate proceeding. Nothing contained herein shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages provided above, Landlord may lawfully be entitled by reason of any Event of Default.

Section 22.4 Receipt of Moneys After Notice or Termination. No receipt of moneys by Landlord from Tenant after the termination of this Lease, or after the giving of any notice of the termination of this Lease, shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rental payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper remedy. After the

service of notice to terminate this Lease or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Premises, Landlord may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Premises or, at the election of Landlord, on account of Tenant's liability hereunder.

Section 22.5 Waiver of Service. Tenant hereby expressly waives the service of any notice of intention to re-enter provided for in any statute, and Tenant, for and on behalf of itself and all Persons claiming through or under Tenant, also waives any and all rights (a) of redemption provided by any law or statute now in force or hereafter enacted or otherwise, or (b) of re-entry, or (c) of repossession or (d) to restore the operation of this Lease, if Tenant is dispossessed by a final nonappealable judgment or by warrant of a court or judge or in case of re-entry or repossession by Landlord in accordance with the provisions of this Lease or applicable law or in case of any expiration or termination of this Lease. The terms "enter," "re-enter" "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings.

Section 22.6 Strict Performance. No failure by either party to insist upon the other party's strict performance of any covenant, agreement, term or condition of this Lease or by Landlord to exercise any right or remedy available to Landlord by reason of a Default or Event of Default, and no payment or acceptance of full or partial Rental during the continuance of any Default or Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no Default by either party shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default.

Section 22.7 Right to Enjoin Defaults or Threatened Defaults. In the event of Tenant's Default or threatened Default, Landlord shall be entitled to enjoin the Default or threatened Default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise (other remedies that may be available to Landlord notwithstanding). Tenant shall have the same right in the event of default or threatened default by Landlord. Each right and remedy of Landlord or Tenant provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 22.8 Remedies Under Bankruptcy and Insolvency Codes. If an order for relief is entered or if any stay of proceeding or other act becomes effective against Tenant or Tenant's interest in this Lease in any proceeding which is commenced by or against Tenant under the present or any future Federal Bankruptcy Code or in a proceeding which is commenced by or

against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any other present or future applicable Federal, State or other bankruptcy or insolvency statute or law, Landlord shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy or insolvency code, statute or law or this Lease, including, without limitation, such rights and remedies as may be necessary to adequately assure the complete and continuous future performance of Tenant's obligations under this Lease. Adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease shall include, without limitation, subject to the provisions of the present or any Federal Bankruptcy Code, all of the following requirements:

(a) that Tenant shall comply with all of its obligations under this Lease;

(b) that Landlord shall be permitted to supervise the performance of Tenant's obligations under this Lease;

(c) that Tenant shall hire or cause to be hired such security personnel as may be necessary in Tenant's reasonable judgment to insure the adequate protection and security of the Premises; and

(d) that if Tenant's trustee, Tenant or Tenant as debtor-in-possession shall assume this Lease and propose to assign it (pursuant to Title 11 U.S.C. 365, as it may be amended) to any Person who shall have made a bona fide written offer therefor, the notice of such proposed assignment, giving (i) the name and address of such Person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such Person's future performance under the Lease, including, without limitation, the assurances referred to in Title 11 U.S.C. Section 365(b), as it may be amended, shall be given to Landlord by the trustee, Tenant or Tenant as debtor-in-possession no later than twenty (20) days after receipt by the trustee, Tenant or Tenant as debtor-in-possession of such offer, but in any event no later than ten (10) days before the date that the trustee, Tenant or Tenant as debtor-in-possession shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment, and Landlord shall thereupon have the prior right and option, to be exercised by notice to the trustee, Tenant or Tenant as debtor-in-possession, given at least thirty (30) days before the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such Person, less any brokerage commissions which may be payable by Tenant out of the consideration to be paid by such Person for the assignment of this Lease.

Section 22.9 Funds Held by Landlord. If this Lease shall terminate as a result of an Event of Default, any funds held by Landlord shall continue to be held by same under any new lease granted under Article 10 or, if no new lease is granted, paid to Landlord to be applied against damages sustained by Landlord, in accordance with the terms hereof.

Section 22.10 Non-Termination and Common Charge Guaranty Provisions for Replacement Lease and Residential Replacement Lease Only. Each Replacement Lease and each Residential Replacement Lease shall each contain the following Sections 22.10 and 22.11, which for the avoidance of doubt, are not applicable to this Lease:

Section 22.10 Non-Termination Provisions. Notwithstanding anything to the contrary contained herein, it is expressly understood that commencing upon the Delivery Date and ending upon the expiration of the fifteen (15) year compliance period set forth in Section 42(i)(1) of the Internal Revenue Code (the "Lease Non-Termination Period"), Landlord shall have no right (and hereby waives any right that it may have, under this Lease or in equity) to (i) terminate (other than (x) a casualty which gives rise to termination under Section 7.6 hereof or a condemnation which gives rise to termination under Section 8.1(a), (y) a termination of the Phase 1 and Phase 4 Replacement Leases on the Delivery Date as provided in the definition of that term or (z) a termination of any Replacement Lease or Residential Replacement Lease on the closing of any Purchase Option or Put Option under such Replacement Lease or Residential Replacement Lease), cancel, reject or void this Lease, (ii) evict (or commence or prosecute any proceeding to evict) the Tenant, or any of Tenant's sub-subtenants, (iii) re-enter the Premises, or (iv) accelerate rent, in each of the foregoing cases upon the occurrence of an Event of Default or otherwise. Subject to the preceding sentence, upon the occurrence and continuance of any Event of Default, Landlord may elect as its sole and exclusive remedy, to proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Tenant of the applicable provisions of this Lease and/or to recover actual, out-of-pocket damages for breach thereof. Neither party shall have the right under this Lease to seek consequential or punitive damages. In addition to the other remedies of Landlord set forth herein for an Event of Default, Tenant shall be solely liable for and shall pay, indemnify, defend and hold harmless the Landlord, it members, officers directors and their respective affiliates from and against all claims, actions, judgments, damages, liabilities, obligations, losses, demands, penalties, fines, settlements and expenses (including, without limitation, reasonable legal fees and expenses and costs) resulting or arising from said Event of Default. The parties hereto agree that nothing herein shall be deemed to preclude Tenant from pleading this Section 22.10 into evidence as a defense to any action or proceeding by Landlord that is contrary to the terms of the foregoing. For avoidance of doubt, enforcement of any judgement obtained from any such suit or indemnity is also subject to the non-termination provisions set forth in the first sentence of this section 22.10.

Section 22.11 Guaranty of Common Charges. For the duration of the Lease Non-Termination Period (or for the portion of Such Lease Non-Termination Period as the applicable Replacement Lease or Replacement Residential Lease shall be in effect), Completion Guarantor shall, in accordance with the Project Completion Guaranty, guaranty Tenant's obligation thereunder to pay the common charges payable by the Residential Unit Owners under the Required Condominium Documents.

## ARTICLE 23

## NOTICES

Section 23.1 All Notices, Communications, Etc. in Writing. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Premises, each such notice, demand, request,

consent, approval or other communication shall be in writing and shall be effective for any purpose if given or served as follows:

(a) If by Landlord, by mailing the same to Tenant by personal delivery or by recognized national overnight carrier, addressed to Tenant, c/o Phipps Houses, 902 Broadway, 13th Floor, New York, New York 10010, Attention: General Counsel with copies thereof to Hirschen Singer & Epstein LLP, 902 Broadway, 13th Floor, New York, New York 10010, Attn: Oliver G. Chase, Esq. and each Recognized Mortgagee, or to such other address(es) and attorneys as Tenant may from time to time designate by notice given to Landlord by certified mail.

(b) If by Tenant, by mailing the same to Landlord by personal delivery, or by recognized national overnight carrier, addressed to the Landlord, 198-10 Jamaica Avenue, Hollis, New York 11423, with copies thereof to Holland & Knight LLP, 31 West 52nd Street, New York, New York 10019, Attn: Martin P. Miner, Esq. and a second copy to the attention of Rita Dattola, Esq., and each Fee Mortgagee of which Tenant has been given prior written notice, or to such other address(es) and attorneys as Landlord may from time to time designate by notice given to Tenant by certified mail.

Section 23.2 Service. Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given on confirmed delivery or refusal by the addressee thereof.

Section 23.3 Recognized Mortgagees. Notice to a Recognized Mortgagee shall be given in the manner required by this Article 24 at the address given for notice to the Recognized Mortgagee in the Recognized Mortgage, or to such other address(es) as the Recognized Mortgagee may from time to time designate by notice given to Landlord and Tenant by personal delivery or certified mail as above provided.

## ARTICLE 24

## NO SUBORDINATION

Landlord's fee interest in the Premises and interest as lessor in this Lease, as the same may be modified, amended or renewed, shall not be subject or subordinate to (a) any Mortgage now or hereafter existing, (b) any other liens or encumbrances hereafter encumbering Tenant's interest in this Lease and the leasehold estate created hereby or (c) except as expressly set forth herein, any Sublease or any mortgages, liens or encumbrances now or hereafter placed on any Subtenant's interest in the Premises. This Lease and the leasehold estate of Tenant created thereby and all rights of Tenant hereunder are and shall be subject to the Title Matters.

## ARTICLE 25

## STREET WIDENING

Section 25.1 Proceedings for Widening Street. If any proceedings are instituted or orders made for the widening or other enlargement of any street contiguous to the Premises requiring removal of any projection or encroachment on, under or above any such street, or any

changes or alterations upon the Premises, or in the sidewalks, grounds, parking facilities, plazas, areas, vaults, gutters, alleys, curbs or appurtenances, Tenant shall comply promptly with such requirements to the extent applicable to the Premises, at Tenant's sole cost and expense, and if Tenant shall fail to comply or cause compliance with such requirements within sixty (60) days after notice thereof by Landlord to Tenant specifying such failure (or if compliance with such requirements requires work to be performed, acts to be done or conditions to be removed which cannot, by their nature, reasonably be performed, done or removed, as the case may be, within such sixty (60) day period, if, within such sixty (60) day period, Tenant shall fail to commence to remedy such failure or shall fail to diligently and continuously, subject to Unavoidable Delays, prosecute the same to completion), then, Landlord, upon notice to Tenant may comply with the same, and the amount expended therefor, together with any interest, fines, penalties, reasonable architects' and attorneys' fees and disbursements or other costs and expenses incurred by Landlord in effecting such compliance or as a result of Tenant's failure to comply, shall constitute Rental hereunder and shall be payable by Tenant to Landlord on demand.

Section 25.2 Contest of Proceedings. Tenant shall be permitted to contest in good faith any proceedings or orders for street widening or any changes or alterations resulting therefrom or necessitated thereby, provided that such contest shall be brought in accordance with the provisions of Section 33.3 hereof as though Tenant were contesting a Requirement thereunder.

Section 25.3 Distribution of Award. Any award made in connection with such proceedings shall be deemed to be an award made in connection with a taking of less than all or Substantially All of the Premises and shall be paid, distributed and applied in accordance with the provisions of Section 8.2 hereof.

## ARTICLE 26

## EXCAVATIONS AND SHORING

If any excavation is contemplated for construction or other purposes upon property adjacent to the Premises, Tenant, at its option, shall either:

(a) afford to the Person or Persons causing or authorized to cause such excavation, the right to enter the Premises in a reasonable manner for the purpose of doing such work as may be necessary to preserve any of the walls of the Building or other structures on the Premises from injury or damage and to support them by proper foundations. If so requested by Tenant, such entry and work shall be done in the presence of a representative of Tenant, provided that such representative is available when the entry and work are scheduled to be done, and in all events such work shall be performed with reasonable diligence, subject to Unavoidable Delays, in accordance with, and subject to, any applicable Requirements; or

(b) perform or cause to be performed, at such other Person's expense, all such work in the Premises as may be necessary to preserve any of the walls of the Building or other structures on the Premises from injury or damage and to support them by proper foundations.

Tenant shall not, by reason of any such excavation or work which is performed in accordance with this Article, have any claim against Landlord for damages or for indemnity or for suspension, diminution, abatement or reduction of the Rental payable by Tenant hereunder.

## ARTICLE 27

## CERTIFICATES BY LANDLORD AND TENANT

Section 27.1 Certificate of Tenant. Tenant shall, within thirty (30) days after notice by Landlord, execute, acknowledge and deliver to Landlord, any Fee Mortgagee, or any other Person specified by Landlord, a written statement (which may be relied upon by such Person) (a) certifying (i) that this Lease is unmodified and in full force and effect (or if there are modifications, that this Lease, as modified, is in full force and effect and stating such modifications), and (ii) the date to which each item of Rental payable by Tenant hereunder has been paid, and (b) stating (i) whether Tenant has given Landlord written notice of any event that, with the giving of notice of the passage of time, or both, would constitute a default by Landlord in the performance of any covenant, agreement, obligation or condition contained in this Lease, (ii) whether, to the best knowledge of Tenant, Landlord is in default in performance of any covenant, agreement, obligation or condition contained in this Lease, and, if so, specifying in detail each such default, and (c) stating such other information as Landlord may reasonably request.

Section 27.2 Certificate of Landlord. Landlord shall, within thirty (30) days after notice by Tenant, execute, acknowledge and deliver to Tenant, any Recognized Mortgagee, or such other Person specified by Tenant, a written statement (which may be relied upon by such Person) (a) certifying (i) that this Lease is unmodified and in full force and effect (or if there are modifications, that this Lease, as modified, is in full force and effect and stating such modifications), and (ii) the date to which each item of Rental payable by Tenant hereunder has been paid, and (b) stating (i) whether an Event of Default has occurred or whether Landlord has given Tenant notice of any event that with the giving of notice or the passage of time, or both, would constitute an Event of Default, (ii) whether, to the best knowledge of Landlord, Tenant is in Default in the performance of any covenant, agreement, obligation or condition contained in this Lease, and, if so, specifying in detail, each such Default or Event of Default, and (c) stating such other information as Tenant may reasonably request.

Section 27.3 Failure to Deliver Certificate. Tenant's failure to deliver the certificate required by Section 27.1 hereof within such thirty-day period shall be conclusive upon Tenant, subject to the rights of Recognized Mortgagees under this Lease, that (a) this Lease is in full force and effect, without modification except as may be represented by Landlord, (b) there are no uncured defaults on the part of Landlord, (c) not more than one (1) month's rent has been paid in advance, and (d) no notice has been sent to Landlord of any default by Landlord which has not been cured. Landlord's failure to deliver the certificate required by Section 27.2 hereof within such thirty-day period shall be conclusive upon Landlord that (a) this Lease is in full force and effect, without modification except as may be represented by Tenant, (b) there are no uncured Defaults on the part of Tenant hereunder, (c) Rental has been paid to date, and (d) no notice has been sent to Tenant of any Default by Tenant which has not been cured.

## ARTICLE 28

## CONSENTS AND APPROVALS

Section 28.1 Effect of Granting or Failure to Grant Approvals or Consents. All consents and approvals which may be given under this Lease shall, as a condition of their effectiveness, be in writing except for consents which are deemed granted under Section 28.2. The granting of any consent or approval by a party to perform any act requiring consent or approval under the terms of this Lease, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any further similar act.

Section 28.2 Remedy for Refusal to Grant Consent or Approval. If, pursuant to the terms of this Lease, any consent or approval by Landlord or Tenant is required, then unless expressly provided otherwise in this Lease, if the party who is to give its consent or approval shall not have notified the other party within fifteen (15) days or such other period as is expressly specified in this Lease after receiving such other party's request for a consent or approval that such consent or approval is granted or denied, and if denied, the reasons therefor in reasonable detail, such consent or approval shall be deemed granted. If, pursuant to the terms of this Lease, any consent or approval by Landlord or Tenant is not to be unreasonably withheld or is subject to a specified standard, then in the event there shall be a final determination that the consent or approval was unreasonably withheld or that such specified standard has been met so that the consent or approval should have been granted, the consent or approval shall be deemed granted, any such delay resulting therefrom shall be deemed an Unavoidable Delay, and such granting of the consent or approval shall be the only remedy to the party requesting or requiring the consent or approval.

Section 28.3 No Unreasonable Withholding or Delay. No consent or approval required to be given by Landlord or Tenant shall be unreasonably withheld or delayed.

Section 28.4 No Fees, Etc. Except as specifically provided herein, no fees or charges of any kind or amount shall be required by either party hereto as a condition of the grant of any consent or approval which may be required under this Lease.

## ARTICLE 29

## SURRENDER AT END OF TERM

Section 29.1 Surrender of Premises. Upon the Expiration of the Term or earlier termination of this Lease (or upon a re-entry by Landlord upon the Premises pursuant to Article 23), Tenant, without any payment or allowance whatsoever by Landlord, shall surrender the Premises to Landlord, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all Subleases (other than Residential Subleases with Residential Subtenants that are subject to government regulation with respect to rents and the length of term of the Residential Sublease), occupants, tenants (other than Residential Subtenants that are subject to government regulation with respect to rents and the length of term of the Residential Sublease), liens and encumbrances subject to any Title Matters or other similar matters placed against the

Premises by or with the consent of Landlord or parties claiming under Landlord. Notwithstanding the foregoing, in the event that at the time of the Expiration of the Term or the earlier termination of this Lease, some but not all of the phases of development have been commenced, then Tenant shall cause encumbrances arising from the Regulatory Agreement, tax incentive programs and Tenant's financing to be promptly removed of record with respect to the undeveloped Land, if so required by Landlord. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Premises on the Expiration of the Term at the Fixed Expiration Date. At the Expiration of the Term, unless Tenant has exercised the Purchase Option contained in Section 11.1 hereof, or Landlord has exercised the Put Option contained in Section 11.5, Tenant, if requested by Landlord, shall execute any and all documents necessary to evidence that title to the Building is in Landlord and to extinguish and remove any cloud or potential cloud on the title to the Premises and/or the Building created by this Lease or at Landlord's election, the Required Condominium Documents.

Section 29.2 Delivery of Subleases, Etc. Upon the Expiration of the Term (or upon a re-entry by Landlord upon the Premises pursuant to Article 22), Tenant shall deliver to Landlord (if in Tenant's possession or under Tenant's control) documentation that all Subleases have expired or been terminated to the extent required under Section 29.1 and, except for those service and maintenance contracts that Landlord has elected to retain, documentation that all service and maintenance contracts then affecting the Premises have expired or been terminated, true and complete maintenance records for the Premises, all original licenses and permits then pertaining to the Premises, permanent or temporary certificates of occupancy then in effect for the Premises or the Building, all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or Equipment installed in the Premises and books and records relating to pending claims, tax appeals, and other similar matters relating to the Premises.

Section 29.3 Personal Property. Subject to the rights of any Recognized Mortgagee, any personal property of Tenant or of any Subtenant which shall remain at the Premises for thirty (30) days after the termination of this Lease and after the removal of Tenant or such Subtenant from the Premises, may, at the option of Landlord, be deemed to have been abandoned by Tenant or such Subtenant, and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant or any Subtenant after the expiration of such thirty (30) day period.

Section 29.4 Survival Clause. The provisions of this Article shall survive the Expiration of the Term.

## ARTICLE 30

## ENTIRE AGREEMENT

This Lease, together with the Exhibits hereto, contains all of the promises, agreements, conditions, inducements and understandings between Landlord and Tenant concerning the Premises and there are no promises, agreements, conditions, understandings, inducements,

warranties or representations, oral or written, expressed or implied, between them other than as expressly set forth herein and therein.

## ARTICLE 31

## QUIET ENJOYMENT

Landlord covenants that, as long as this Lease is in full force and effect, Tenant shall and may (subject to the exceptions, reservations, terms and conditions of this Lease) peaceably and quietly have, hold and enjoy the Premises for the Term without molestation or disturbance by or from Landlord or any Person claiming through Landlord.

## ARTICLE 32

## ADMINISTRATIVE AND JUDICIAL PROCEEDINGS, CONTESTS, ETC.

Section 32.1 Tax Contest Proceedings. Tenant shall have the exclusive right to seek reductions in the valuation of the Premises assessed for real property tax purposes and exemptions/abatements therefrom and to prosecute any action or proceeding in connection therewith by appropriate proceedings diligently conducted in good faith, in accordance with the Charter and Administrative Code of the City.

Section 32.2 Imposition Contest Proceedings. Tenant shall have the exclusive right to contest, at its sole cost and expense, the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith, in which event, notwithstanding the provisions of Section 3.5, payment of such Imposition may be postponed if, and only as long as:

(a) neither the Premises nor any part thereof, could be, by reason of such postponement or deferment, in the reasonable judgment of Landlord, in danger of being forfeited and if Landlord is not in danger of being subjected to criminal liability or penalty or civil liability or penalty in excess of the amount for which Tenant has furnished security as provided in Section 33.2(b) hereof; and

(b) Upon the termination of such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which was deferred during the prosecution of such proceedings, together with any costs, fees (including, without limitation, reasonable attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith, and upon such payment, Landlord shall return any amount or other security deposited with it with respect to such Imposition, together with the interest, if any, earned thereon. However, if Landlord is so requested by Tenant, Landlord shall disburse said moneys on deposit with it directly to the Person to whom or to which such Imposition is payable. Nothing contained in this Section shall be deemed to limit Tenant's obligation to make deposits provided for in Section 3.8 hereof.

Section 32.3 Requirement Contest. Tenant shall have the right to contest the validity of any Requirement or the application thereof. Any such proceeding instituted by Tenant shall be

commenced as soon as is reasonably possible after the issuance of any such contested Requirement and shall be prosecuted with diligence to final adjudication, settlement, compliance or other mutually acceptable disposition of the Requirement so contested. Tenant shall comply with any such Requirement in accordance with the provisions of Section 15.1(a) if the Premises, or any part thereof, are in danger of being forfeited or if Landlord is in danger of being subjected to criminal liability or penalty, or civil liability in excess of the amount for which Tenant shall have furnished security as hereinabove provided by reason of noncompliance therewith. Tenant shall indemnify and hold harmless Landlord, its agents, principals, mortgagees and/or ground lessor from and against any and all suits, claims, damages, penalties, fines, expenses and costs (including reasonable attorney's fees and costs to Landlord of remedying such non-compliance) resulting from Tenant's failure or alleged failure to comply (or delay in complying) with any above indemnification such law, ordinance, order, rule, regulation or requirements and/or contesting same. Any amount due to Landlord pursuant to the above indemnification shall be additional rent.

Section 32.4 Landlord's Participation in Contest Proceedings. Landlord shall not be required to join in any action or proceeding referred to in this Article unless the provisions of any law, rule or regulation at the time in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord shall join and use commercially reasonable efforts to cooperate in such proceedings or permit them to be brought by Tenant in Landlord's name, in which case Tenant shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord in connection therewith.

## ARTICLE 33

## INVALIDITY OF CERTAIN PROVISIONS

If any item or provision of this Lease or the application thereof to any Person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Lease, and the application of such term or provision to Persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

## ARTICLE 34

## ARBITRATION

If any provision of this Lease provides that a matter may be determined by arbitration and either party requests that such matter be so determined, then such party shall submit the dispute to a special master for counsel on the resolution of such dispute. Such party shall have at least ten (10) years' experience in the ownership, leasing and/or management of mixed use properties similar to the Property (provided that affordable housing units shall not be required to be considered "similar" to the Property for the purposes hereof) and located in New York City, the identity of which Special Master shall be unanimously agreed upon by the Tenant and Landlord. The initial special master shall be the person identified in the Phase 1 Replacement Lease (or the Substitute Special Master or Second Substitute Special Master, as applicable, the "Special

Master"). If the Special Master is unable or unwilling to serve as such at the time of any dispute referred to him, then the Special Master shall be the person identified as such in the Phase 1 Replacement Lease (the "Substitute Special Master"). If the Substitute Special Master is unable or unwilling to serve as such at the time of any dispute referred to him, then the Special Master shall be the person identified as such in the Phase 1 Replacement Lease (the "Second Substitute Special Master"). The parties will abide by the Special Master's recommendations for resolution. Such submission to and decision by the Special Master shall take place within ten (10) business days unless the parties agree to an extended period of time. The Special Master shall be bound by the provisions of the Lease and shall not add to or subtract from or otherwise modify the Lease. The parties to any dispute required or permitted to be resolved by the Special Master pursuant to the terms of the Lease may, by written agreement, vary any of the terms of this Article 34 with respect to the resolution of such dispute or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes". The decision in any proceeding before the Special Master conducted pursuant to the terms of this Article 34 shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. The fees, costs and expenses of the Special Master and the fees and expenses of each disputant's counsel and expert witnesses shall be borne in the manner determined by the Special Master.

## ARTICLE 35

## MISCELLANEOUS

Section 35.1 Captions. The captions of this Lease are for the purpose of convenience of reference only, and in no way define, limit or describe the scope, or intent of this Lease or in any way affect this Lease.

Section 35.2 Table of Contents. The Table of Contents is for the purpose of convenience of reference only, and is not to be deemed or construed in any way as part of this Lease.

Section 35.3 Reference to Landlord and Tenant. The use herein of the neuter pronoun in any reference to Landlord or Tenant shall be deemed to include any individual Landlord or Tenant, and the use herein of the words "successors and assigns" or "successors or assigns" of Landlord or Tenant shall be deemed to include the heirs, legal representatives and assigns of any individual Landlord or Tenant.

Section 35.4 Other Drafting Conventions. All of the Schedules and Exhibits attached to this Lease are incorporated in and made a part of this Lease, but in the event of any inconsistency between the body of this Lease and any of the terms of the Schedules and Exhibits hereto, the body of this Lease shall control. References to "Exhibits" or "Schedules" shall be to exhibits or schedules attached to this Lease except where the context otherwise requires. Wherever appropriate in this Lease, personal pronouns shall be deemed to include the other genders and the singular to include the plural. All Article, Section, Subsection and Clause references set forth herein shall, unless the context otherwise specifically requires, be deemed references to the articles, sections, subsections and clauses of this Lease. The terms "hereto," "herein," "hereof"

and "hereunder" and words of similar import refer to this Lease generally, rather than to the Article or Section in which the terms are used unless otherwise specifically provided. References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications that are not prohibited by the terms of this Lease. References to the Premises, the Land, the Building, the Project, any Lease Year or any calendar year shall be construed as if such references were followed by the words "or any part thereof or interest therein," or phrases of similar impact except where the context otherwise expressly requires. The term "including" shall mean "including but not limited to," or phrases of similar import except where the context otherwise requires.

Section 35.5 Person Acting on Behalf of a Party Hereunder. If more than one Person is named as, or becomes, a party hereunder, the other party may require the signatures of all such Persons in connection with any notice to be given or action to be taken hereunder by the party acting through such Persons. Each Person acting through or named as a party shall be fully liable for all of such party's obligations hereunder. Any notice by a party to any Person acting through or named as the other party shall be sufficient and shall have the same force and effect as though given to all Persons acting through or named as such other party.

Section 35.6 Landlord's Liability. The liability of Landlord hereunder for damages or otherwise shall be limited to Landlord's interest in the Premises and this Lease, the proceeds of any insurance policies covering or relating to the Premises and any awards payable in connection with condemnation of the Premises or any part thereof. Neither Landlord nor any of the directors, officers, members, employees, shareholders, agents or servants of Landlord shall have any liability (personal or otherwise) hereunder beyond Landlord's interest in the Premises. No other property or assets of Landlord or any property of the directors, officers, members, employees, shareholders, agents or servants of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies hereunder. The provisions of this Section shall survive the Expiration of the Term.

Section 35.7 Landlord's Remedies Cumulative. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 35.8 Tenant's Liability. The liability of Tenant hereunder for damages or otherwise shall be limited to Tenant's interest in the Premises and this Lease, the proceeds of any insurance policies covering or relating to the Premises, and any awards payable in connection with the condemnation of the Premises or any part thereof. Landlord shall not look to the property or assets of Tenant any Subtenant or any of the members, directors, officers, employees, shareholders, agents or servants of Tenant or of any members, partners, members, joint venturers or tenants-in-common comprising Tenant and no property or assets of any of the aforesaid

Persons shall be subject to levy, execution or other enforcement procedure for the satisfaction of Landlord's remedies hereunder.

Section 35.9 Merger. There shall be no merger of this Lease or the leasehold estate created hereby with the fee estate in the Premises or any part thereof so as to cancel, terminate or extinguish this Lease by law or otherwise, by reason of the same Person acquiring or holding, directly or indirectly, this Lease and the leasehold estate created hereby or any interest in this Lease or in such leasehold estate as well as the fee estate in the Premises.

Section 35.10 Performance at Tenant's Sole Cost and Expense. Except as expressly set forth herein, when Tenant exercises any of the rights, or renders or performs any of its obligations hereunder, Tenant hereby acknowledges that it shall do so at Tenant's sole cost and expense.

Section 35.11 Waiver, Modification, Etc. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no Default thereof by Tenant or Landlord's failure to perform them shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by the other party. No waiver of any Default shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default thereof.

Section 35.12 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 35.13 Successors and Assigns. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of, Landlord and Tenant and, except as otherwise provided herein, their respective successors and assigns.

Section 35.14 Venue. Except as provided in Article 34, any and all claims asserted by or against Landlord or Tenant arising under this Lease or related hereto shall be heard and determined either in the courts of the United States ("Federal Courts") located in the Landlord or in the courts of the State of New York ("New York State Courts") located in the City. To effect this agreement and intent Landlord and Tenant agree and, where appropriate, shall require each contractor or consultant to agree, as follows:

(a) If Landlord or Tenant initiate any action in Federal Court or in New York State Court, service of process may be made on the other either in person, wherever such party may be found, or by registered mail (return receipt requested) addressed as set forth in this Lease, or to such other address as may be provided in writing;

(b) With respect to any action between Landlord and Tenant in New York State Court, Landlord and Tenant hereby expressly waive and relinquish any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens, (ii) to remove to Federal Court outside The City, and (iii) to move for a change of venue to New York State Court outside The City;

(c) With respect to any action between Landlord and Tenant in Federal Court located in The City, Landlord and Tenant expressly waive and relinquish any right it might otherwise have to move to transfer the action to a Federal Court outside the City; and

(d) If Tenant or Landlord commences any action in a court located other than in the City and State of New York, then, upon request of Landlord or Tenant, as applicable, the commencing party shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, then the commencing party shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in the City.

Section 35.15 Prevailing Party. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from this Lease, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses incurred in connection with the prosecution of such claim, or the defense thereof, as applicable, including, without limitation, attorney's fees and expert witness fees. In the event the parties agree to resolve any dispute hereunder prior to an adjudication by a court of competent jurisdiction, each party shall be responsible for its respective attorneys' fees and expenses.

Section 35.16 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. This Lease may be executed and delivered by telecopy or other electronic means (including PDF format) with the same force and effect as if the same were a fully executed and delivered original counterpart.

**[Signature Page Follows on Next Page]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark
Its sole member

By: Elizabeth Farrell
Elizabeth Farrell, Administratrix, cta

TENANT:

REDFERN FRP LLC

By: Phipps Houses, its sole member

By:
Name: Adam Weinstein
Title: President

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

On the 7 day of June 2018, in the year two thousand eighteen, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that [he][she] executed the same in [his][her] capacity, and that by [his][her] signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Mary Runko
Notary Public

MARY RUNKO
Notary Public, State of New York
No. 01RU6151432
Qualified in Queens County
Commission Expires 8/14/2018

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

On the 7th day of June, in the year two thousand eighteen, before me, the undersigned, personally appeared Alan Weinstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that [he][~~she~~] executed the same in [his][~~her~~] capacity, and that by [his][her] signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Notary Public

OLIVER GOTTFRIED CHASE
NOTARY PUBLIC-STATE OF NEW YORK
NO. 02CH6200057
Qualified in Queens County
My Commission Expires January 26, 2021

# Exhibit 1.1

## Land

Queens County, Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130

ALL that certain plot 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 corner formed by the intersection of the easterly side of Redfern Avenue (60 feet wide) with the northerly side of Mott Avenue (60 feet wide);

RUNNING THENCE South 87 degrees 50 minutes 28 seconds East along the northerly side of Mott Avenue 80.94 feet to an angle point;

RUNNING THENCE South 87 degrees 40 minutes 20 seconds East continuing along the northerly side of Mott Avenue, 166.24 feet to a point of curvature;

RUNNING THENCE easterly continuing along the northerly side of Mott Avenue, along a curve bearing to the left having a radius of 507.52 feet an arc length of 102.12 feet to a point;

RUNNING THENCE North 06 degrees 54 minutes 13.6 seconds West, 84.09 feet to a point;

RUNNING THENCE North 83 degrees 05 minutes 46.4 seconds East, 70.00 feet to a point;

RUNNING THENCE South 17 degrees 54 minutes 25.6 seconds East, 63.09 feet to the westerly side of Central Avenue (irregular width);;

RUNNING THENCE northerly along the westerly side of Central Avenue, along a curve bearing to the left having a radius feet of 95.00 feet an arc length of 61.51 feet to a point of tangency;

RUNNING THENCE continuing along the westerly side of Central Avenue North 07 degrees 54 minutes 11.4 seconds East, 0.04 feet to a point;

RUNNING THENCE North 17 degrees 54 minutes 26 seconds West, 244.81 feet to a point;

RUNNING THENCE North 75 degrees 59 minutes 14 seconds West, 73.00 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE northerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 934.00 feet an arc length of 205.90 feet being subtended by a chord bearing North 00 degrees 01 minutes 04.4 seconds East a chord distance of 205.48 feet to a point;

RUNNING THENCE North 14 degrees 34 minutes 10.38 seconds West continuing along the land now or formerly of the Long Island Railroad, 84.92 feet to a point;

RUNNING THENCE South 76 degrees 11 minutes 58 seconds East, 267.73 feet to the westerly side of Central Avenue;

RUNNING THENCE along the westerly of Central Avenue, North 13 degrees 01 minutes 5.6 seconds East, 100.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 100.00 feet to a point;

RUNNING THENCE South 13 degrees 01 minutes 5.6 seconds West, 50.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 125.00 feet to a point;

RUNNING THENCE North 13 degrees 01 minutes 5.6 seconds East, 100 feet to the southerly side of Bayport Place (50 feet wide);

RUNNING THENCE along the southerly side of Bayport Place, North 76 degrees 11 minutes 58 seconds West, 109.30 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE along the land now or formerly of the land now or formerly of the Long Island Railroad North 10 degrees 31 minutes 50 seconds West, 50.90 feet to a point;

RUNNING THENCE continuing along the land now or formerly of the Long Island Railroad North 06 degrees 31 minutes 58 seconds West, 3.86 feet to the northerly side of Bayport Place;

RUNNING THENCE easterly along the northerly side of Bayport Place, South 76 degrees 11 minutes 58 seconds East, 106.58 feet to the westerly side of Augustina Avenue (50’ wide);

RUNNING THENCE along the westerly side of Augustina Avenue, North 13 degrees 50 minutes 18.2 seconds East, 150.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 162.26 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE along the land now or formerly of the Long Island Railroad South 06 degrees 31 minutes 58 seconds West, 60.20 to a point;

RUNNING THENCE northerly continuing along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 2795.93 feet subtended by a chord bearing North 03 degrees 47 minutes 17 seconds West an arc length of 72.52 feet to a point;

RUNNING THENCE North 75 degrees 55 minutes 00 seconds West, 105.13 feet to the northerly boundary of the land now or formerly of the Long Island Railroad;

RUNNING THENCE Southerly along the land now or formerly of the Long Island Railroad the following three (3) courses and distances;

THENCE along a curve bearing to the left having a radius of 3260.78 feet an arc length of 106.86 feet, being subtended by a chord bearing South 03 degrees 47 minutes 55 seconds East to a point;

THENCE South 05 degrees 08 minutes 18 seconds East, 51.00 feet to a point;

THENCE along a curve bearing to the right having a radius of 1115.28 feet an arc length of 267.26 feet being subtended by a chord bearing South 01 degree 45 minute 19 seconds West a chord length of 266.62 feet to a point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 104.28 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE along the easterly side of Redfern Avenue, South 13 degrees 14 minutes 53 seconds West, 22.00 feet to a point;

RUNNING THENCE South 76 degrees 45 minutes 07 seconds East, 105.85 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 1115.28 feet an arc length of 72.04 feet being subtended by a chord bearing South 11 degrees 36 minutes 14 seconds West a chord length of 72.03 feet to point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 107.91 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West along the easterly side of Redfern Avenue, 24.00 feet to a point;

RUNNING THENCE South 76 degrees 45 minutes 07 seconds East, 107.57 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 1115.28 feet an arc length of 26.32 feet being subtended by a chord bearing South 15 degrees 21 minutes 49 seconds West a chord distance of 26.32 feet to a point;

RUNNING THENCE South 16 degrees 21 minutes 24 seconds West, 25.49 feet to a point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 105.22 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West, along the easterly side of Redfern Avenue, 113.10 feet to a point;

RUNNING THENCE North 75 degrees 30 minutes 20 seconds East, 10.96 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE South 11 degrees 26 minutes 04 Seconds West along the easterly side of Redfern Avenue, 25.78 feet to point;

RUNNING THENCE North 75 degrees 31 minutes 32 seconds East, 102.27 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE Southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the left having a radius of 850.02 feet an arc length of 127.88 feet being subtended by a chord bearing South 10 degrees 02 minutes 34 seconds West a chord length of 127.76 feet to a point;

RUNNING THENCE North 87 degrees 35 minutes 55.5 seconds West, 77.39 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE Southerly along the easterly side of Redfern Avenue South 6 degrees 52 minutes 55.5 seconds East, 360.96 feet to the corner the point or place of BEGINNING.

# Exhibit 1.2

## Tenant’s Land

**EXHIBIT 1.2**

**TENANT'S LAND**

1. 1625 Redfern Avenue, Far Rockaway, New York 11691
   Block 15537, Lot 65, on the Tax Map of the City of New York, Queens County
   Legal Description of the Premises is attached hereto as Exhibit A

2. 1629 Redfern Avenue, Far Rockaway, New York 11691
   Block 15537, Lot 63, on the Tax Map of the City of New York, Queens County
   Legal Description of the Premises is attached hereto as Exhibit A

3. 1701 Redfern Avenue, Far Rockaway, New York 11691
   Block 15537, Lot 60, on the Tax Map of the City of New York, Queens County
   Legal Description of the Premises is attached hereto as Exhibit A

4. 1711 Redfern Avenue, Far Rockaway, New York 11691
   Block 15537, Lot 57, on the Tax Map of the City of New York, Queens County
   Legal Description of the Premises is attached hereto as Exhibit B

5. 1715 Redfern Avenue, Far Rockaway, New York 11691
   Block 15537, Lot 56, on the Tax Map of the City of New York, Queens County
   Legal Description of the Premises is attached hereto as Exhibit C

6. 1721 Redfern Avenue, Far Rockaway, New York 11691
   Block 15537, Lot 53, on the Tax Map of the City of New York, Queens County
   Legal Description of the Premises is attached hereto as Exhibit D

EXHIBIT A

1701 Redfern Avenue (Block 15537, Lot 60)
1629 Redfern Avenue (Block 15537, Lot 63)
1625 Redfern Avenue (Block 15537, Lot 65)

# Chicago Title Insurance Company

Title Number: CT16-00711-Q

## SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Fifth Ward of the Borough and County of Queens, City and State of New York, which upon a certain map entitled, "Map of Block K and L - Alton Park, Far Rockaway, Borough of Queens, City of New York. N.Y. surveyed March 1910 by F.W. Conklin, City Surveyor, Far Rockaway, N.Y.", and filed in the Office of the Clerk of the County of Queens, now the New York City Register, Queens County, on August 13, 1890 under the Map #781, New No. 1616 as and by the Lots 9, 10, 11, 12, 13, 14, 15. 16 and 17 in Block L and Lot #1 in Block K, said lots being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Redfern Avenue (formerly Remsen Avenue), 40 feet wide distant southerly 156.19 feet from the corner formed by the intersection of said easterly side of Redfern Avenue and the southerly side of Nameoke Avenue (formerly Carlton Avenue), 60 feet wide;

RUNNING THENCE,

North 83 degrees 03 minutes 53 seconds East, 130.10 feet to land formerly of Long Island Railroad;

THENCE along said land along an arc of a curve bearing to the right and having a radius of 1115.28 feet along said arc 238.42 feet:

THENCE,

North 76 degrees 45 minutes 07 seconds West, 104.17 feet to the easterly side of Redfern Avenue;

THENCE along the easterly side of Redfern Avenue, the following two (2) courses and distances:

1) North 11 degrees 14 minutes 51 seconds East, 20.00 feet to a point,
2) North 9 degrees 56 minutes 07 seconds West, 180.00 feet to the point or place of BEGINNING.

EXHIBIT B

## CHICAGO TITLE INSURANCE COMPANY

CT16-00800-Q

### SCHEDULE A DESCRIPTION

As to Parcel I: (For Information Only: Tax Lot 57)

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway in the Fifth Ward of the Borough of Queens, County of Queens, City and State of New York and more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Redfern Avenue (formerly (Remsen Avenue), distant 411.75 feet westerly from the corner formed by the intersection of the southerly side of Redfern Avenue with the westerly side of Nameoke Street (formerly Carlton Avenue, as the same existed prior to the acquisition by the State Transit Commission for street purposes);

RUNNING THENCE southwardly and at right angles to Redfern Avenue, 107.6 feet to land of the Long Island Railroad;

THENCE southwardly along lands now or formerly of the Long Island Railroad, 24.01 feet per deed (24 feet per survey);

RUNNING THENCE northwardly and at right angles to Redfern Avenue, 108.5 feet per deed (108.02 feet per survey) to the southerly side of Redfern Avenue; and

RUNNING THENCE eastwardly along the southerly side of Redfern Avenue, 21 feet per deed (24 feet per survey) to the point or place of BEGINNING.



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EXHIBIT C

As to Parcel II: (For Information Only: Tax Lot 56)

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway in the Fifth Ward of the Borough of Queens, County of Queens, City and State of New York, known as 1715 Redfern Avenue, Far Rockaway, New York and more particularly bounded and described as follows;

BEGINNING at a point on the southerly side of Remsen Avenue, now Redfern Avenue, distant 435.75 feet from the corner formed by the intersection of the southerly side of Remsen Avenue and the westerly side of Carlton Avenue, now Mameoke Avenue, 108.50 feet to land of The Long Island Railroad;

RUNNING THENCE westerly along land of The Long Island Railroad, 24.01 feet;

RUNNING THENCE northwardly and at right angles to Remsen Avenue, 103.45 feet to the southerly side of Remsen Avenue;

RUNNING THENCE eastwardly along the southerly side of Remsen Avenue, 24 feet to the point or place of BEGINNING.

EXHIBIT D

1721 Redfern Avenue
(Block 15537, Lot 53, Queens County)

# Chicago Title Insurance Company

Title Number: CT16-00590-Q

## SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the 5th Ward, Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Remsen Avenue, now called Redfern Avenue, distant 505.75 feet southwesterly from the corner formed by the intersection of the said southeasterly side of Redfern Avenue with the southwesterly side of Carlton Avenue, now known as Namcoke Avenue;

RUNNING THENCE southeasterly at right angles to Redfern Avenue, 106.43 feet to land of the Long Island Railroad;

THENCE southwesterly along land of Long Island Railroad, 29.78 feet to land of Peter Murphy and wife;

THENCE northwesterly along said land of Peter Murphy and wife and again at right angles to Redfern Avenue, 104.79 feet to the southeasterly side of Redfern Avenue;

THENCE northeasterly along the southeasterly side of Redfern Avenue, 29.75 feet to the point or place of BEGINNING.

**Exhibit 1.3(a)**

**Lease Termination Agreement**

(See attached)

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement"), made as of January 17, 2018, by and among Mott Center, LLC, having an address at c/o Estate of Rita Stark, 198-10 Jamaica Avenue, Hollis, New York 11423 ("Mott Center"), Rockaway Village Housing Development Fund Corporation, having an address at 902 Broadway, 13th Floor, New York, New York 10010 ("HDFC").

W I T N E S S E T H:

WHEREAS, Mott Center is the owner of the real property and improvements thereon located at 20-02 Mott Avenue, Queens, New York ("Mott Center's Property"); and

WHEREAS, Mott Center's Property currently contains tenants under existing leases, including, but not limited to, (i) Thriftway Drugs (the "Thriftway Tenant"), and (ii) Surf Car Service (the "Car Service Tenant"; together with Thriftway Tenant, collectively, the "Terminable Tenants"; such leases with respect to Terminable Tenants, collectively, the "Terminable Leases"); and

WHEREAS, HDFC desires that the Terminable Leases be terminated; and

WHEREAS, Mott Center desires to terminate the Terminable Leases the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises herein above set forth, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, HDFC and Mott Center hereby agree as follows:

1. Lease Termination. Concurrently herewith, Mott Center shall execute and deliver to HDFC the lease termination notices to be sent to the Terminable Tenants in the forms annexed hereto as Exhibits A and B (collectively, the "Termination Notices"). Concurrently herewith, HDFC shall pay the Lease Termination Fee (as hereinafter defined) to Mott Center via wire transfer (pursuant to wiring instructions to be provided to HDFC). For purposes of this Agreement, "Lease Termination Fee" shall mean an amount equal to six (6) months of rent and additional rent payable under the Terminable Leases at the existing rates which is, in the aggregate, $43,200.00, as more particularly described on Exhibit C attached hereto. HDFC shall be solely responsible, at HDFC's sole cost and expense, to deliver the Termination Notices to the Terminable Tenants and for all costs and obligations with respect to the removal of the Terminable Tenants from their respective demised premises. Mott Center hereby appoints HDFC as its agent for purposes of causing the Terminable Tenants to vacate their demised premises in accordance with applicable law. At the request of HDFC, Mott Center shall, at HDFC's sole cost and expense, appear at any necessary court proceedings and cooperate with any necessary filings to cause the Terminable Tenants to vacate their respective demised premises in accordance with applicable law. In the event that, any Terminable Tenant shall pay any rent under any Terminable Lease to Mott Center pertaining to any period from and after the date hereof, Mott Center shall promptly pay over such

funds to HDFC. Mott Center hereby represents and warranties to HDFC that there are no written leases or occupancy agreements currently in effect with respect to the Terminable Tenants.

2. Indemnity. To the fullest extent permitted by law, HDFC agrees to indemnify, defend by counsel reasonably approved by Mott Center, and hold Mott Center, its affiliates, successors, assigns, subsidiaries, officers, directors, members, managers, principals, employees and agents (together the "Protected Parties") harmless from and against all claims, legal actions, damages, loss (excluding lost or foregone rents or occupancy fees), liability, costs and any other expenses (including, without limitation, reasonable attorneys' fees and costs) to the extent caused by or arising from or relating to the termination of the Terminable Leases (a "Claim"). The foregoing indemnification obligation shall not cover any Claim to the extent such Claim arises from an indemnified party's gross negligence or intentional misconduct. Mott Center shall provide HDFC notice of any Claims and shall cooperate with HDFC in the defense of Claims at HDFC's sole cost and expense. Mott Center shall not settle claims that are being defended at HDFC's cost and expense without the consent of HDFC, which consent shall not be unreasonably withheld, conditioned or delayed. This Paragraph 2 shall survive the expiration or earlier termination of this Agreement.

3. Notices. Any statement, notice, consent, approval, submission, demand, request or other communication given under this Agreement shall be in writing. Each such notice shall be effective for any purpose only if sent by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, as follows:

(a) If to Mott Center, to the address shown on the first page of this Agreement, Attention: Elizabeth Farrell, with a copy to Holland & Knight LLP, 31 West 52nd Street, New York, NY 10019, Attention: Martin P. Miner, Esq.

(b) If to HDFC, to the address shown on the first page of this Agreement, Attention: Adam Weinstein.

Any party may, by notice as aforesaid, designate a different address for the giving of any notice. Every notice delivered by certified or registered mail shall be deemed to have been given three (3) days following the mailing thereof in the manner aforesaid and every notice delivered by nationally recognized overnight delivery service shall be deemed given when received or refused, except that a notice of change of address shall be deemed to have been given only when received or refused by the addressee.

4. Assignment. HDFC may assign this Agreement to any entity controlled by HDFC (collectively, a "Related Entity"). HDFC may not assign this Agreement to an entity other than a Related Entity without Mott Center's prior written consent, which consent may be granted or withheld in Mott Center's sole and absolute discretion. Any assignee hereunder shall be bound by the terms of this Agreement.

5. Miscellaneous.

(a) This Agreement and the license granted hereby does not create or grant any interest in real property, and HDFC agrees that it does not and shall not

claim at any time any interest or estate of any kind or extent whatsoever in the Mott Center's Property by virtue of this Agreement.

(b) This Agreement sets forth the full and complete understanding of the Mott Center and HDFC with regard to the subject matter of this Agreement.

(c) Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

(d) This Agreement shall be binding upon and shall inure to the benefit of each of the parties and its respective successors and assigns.

(e) Each of the parties hereto, and the signatory for such party, represents and warrants that the undersigned signatory for such party has full power, authority and legal right to execute this Agreement on behalf of such party.

(f) No modification or waiver of any provision of this Agreement shall be effective unless such modification or waiver shall be in writing and signed by a duly authorized signatory of Mott Center and HDFC and the same shall then be effective only for the period, on the conditions and for the specific instances and purposes, specified in such writing.

(g) This Agreement may be executed in counterparts, including PDF or facsimile transmissions, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

MOTT CENTER:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
its Manager

By: Estate of Fred Stark
its sole member

By: Elizabeth Farrell
Elizabeth Farrell, Administratrix, cta

[Signatures continue on following page]

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THE HDFC PARTIES:

ROCKAWAY VILLAGE HOUSING DEVELOPMENT FUND CORPORATION

By: _____
Name: Matthew Kelly
Title: Vice President

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**EXHIBIT A**

**THRIFTWAY TERMINATION NOTICE**

[attached behind]

#54077286_v6

# THIRTY (30) DAY NOTICE TO TERMINATE

TO: THRIFTWAY FAR ROCKAWAY DRUG CORP. d/b/a
THRIFTWAY TRUE VALUE – Respondent/Tenant
XYZ CORP.- Respondent/Occupant
"JOHN DOE" and/or "JANE DOE" – Respondent(s)/Occupant(s)
("John Doe" and/or "Jane Doe": names being fictitious and unknown, but all being persons in possession of the premises as licensees, and occupying said premises known and described as follows:)

SUBJECT PREMISES: 21-02 MOTT AVENUE
IN THE FAR ROCKAWAY SHOPPING CENTER
FAR ROCKAWAY, NY 11691
GROUND FLOOR & BASEMENT

ADDITIONAL MAILING: THRIFTWAY FAR ROCKAWAY DRUG CORP
d/b/a THRIFTWAY TRUE VALUE
ATTN: SHARON STERNHEIM
THRIFTWAY ASSOCIATES
969 MADISON AVENUE
NEW YORK, NY 10021

PLEASE TAKE FURTHER NOTICE, that your Landlord hereby elects to terminate your tenancy of the premises above described now held by you under monthly hiring; and that unless you remove from the said premises on or before **February 28, 2018**, the date on which your term expires, the Landlord will commence Summary Proceedings under the statute to remove you there from for the holding over after the expiration of your term.

BY: MOTT CENTER, LLC

BY: JAMAICA AVENUE PROPERTY MANAGEMENT, LLC
ITS MANAGER

BY: ESTATE OF FRED STARK
ITS SOLE MEMBER

BY: Elizabeth Farrell
ELIZABETH FARRELL, ADMINISTRATRIX, CTA

DATED: January 2, 2018

*THIS NOTICE IS BEING SERVED PURSUANT TO R.P.L. SECTION 232(b)*

PLEASE SEND ANY AND ALL CORRESPONDENCE TO:
SONTAG & HYMAN, P.C.
ATTN: BRUCE SONTAG, ESQ.
69 Roslyn Road
Roslyn Heights, NY 11577
(516) 621-0600

**EXHIBIT B**

**CAR SERVICE TERMINATION NOTICE**

[attached behind]

#54077286_v6

# THIRTY (30) DAY NOTICE TO TERMINATE

TO: SURF CAR SYSTEMS SERVICE, INC. d/b/a
SURF CAR SYSTEMS – Respondent/Tenant
XYZ CORP.- Respondent/Occupant
"JOHN DOE" and/or "JANE DOE" – Respondent(s)/Occupant(s)
("John Doe" and/or "Jane Doe": names being fictitious and unknown, but all being persons in possession of the premises as licensees, and occupying said premises known and described as follows:)

SUBJECT PREMISES: 21-18 MOTT AVENUE
IN THE FAR ROCKAWAY SHOPPING CENTER
FAR ROCKAWAY, NY 11691
GROUND FLOOR & BASEMENT

ADDITIONAL MAILING: SURF CAR SYSTEMS SERVICE INC d/b/a
SURF CAR SYSTEMS
ATTN: FRED KERBER
2738 WOODS AVENUE
OCEANSIDE, NY 11572

PLEASE TAKE FURTHER NOTICE, that your Landlord hereby elects to terminate your tenancy of the premises above described now held by you under monthly hiring; and that unless you remove from the said premises on or before **February 28, 2018**, the date on which your term expires, the Landlord will commence Summary Proceedings under the statute to remove you there from for the holding over after the expiration of your term.

BY: MOTT CENTER, LLC

BY: JAMAICA AVENUE PROPERTY MANAGEMENT, LLC
ITS MANAGER

BY: ESTATE OF FRED STARK
ITS SOLE MEMBER

BY: Elizabeth Farrell
ELIZABETH FARRELL, ADMINISTRATRIX, CTA

DATED: January 2, 2018

*THIS NOTICE IS BEING SERVED PURSUANT TO R.P.L. SECTION 232(b)*

PLEASE SEND ANY AND ALL CORRESPONDENCE TO:
SONTAG & HYMAN, P.C.
ATTN: BRUCE SONTAG, ESQ.
69 Roslyn Road
Roslyn Heights, NY 11577
(516) 621-0600

**EXHIBIT C**

**TERMINABLE LEASES RENTS**

| Terminable Tenant: | Monthly Rent: | 6 Month Total Rent: |
|---|---|---|
| | | |
| Thriftway Tenant | $6,500.00 | $39,000.00 |
| Car Service Tenant | $700.00 | $4,200.00 |

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**Exhibit 1.3(b)**

**Access Agreement**

(See attached)

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this "Agreement") is made and entered into as of this 14th day of November, 2017 (the "Effective Date"), by and among by and among MOTT CENTER, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423, as landlord ("Owner"), REDFERN FRP LLC, a New York limited liability company, having an address at c/o Phipps Houses, 902 Broadway, 13th Floor, New York, New York 10010, as tenant ("Phipps"). (Owner and Phipps are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WHEREAS, Owner owns that certain real property located on Mott Avenue, Far Rockaway, New York, which real property (including the street addresses and Block and Lot numbers) is more particularly described on Exhibit A attached hereto (the "Land"; and the building and improvements located thereon, the "Building"; the Land and the Building, collectively, the "Premises").

WHEREAS, Owner and Phipps are currently negotiating the terms of one or more leases regarding the Premises (collectively, the "Leases") pursuant to which Phipps or one of its affiliates would redevelop the Premises.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Access.

(a) Phipps desires to have the right to enter upon and make certain inspections of the Premises in connection with the Leases from and after the Effective Date until the earlier to occur of (i) the execution of the Leases or (ii) 6:00 PM on March 30, 2018 (the "Inspection Period"). During the Inspection Period, Phipps and its employees, agents, independent contractors, representatives, and lenders (collectively, the "Phipps Diligence Parties") shall have the right, subject to the terms of this Section 1(a), to enter upon the Premises at during normal business hours, during the Inspection Period to conduct inspections of the Premises; provided, however in no event may Phipps or the Phipps Diligence Parties (i) engage in any invasive testing or studies or any drilling or boring on or through the surface of the Premises or conduct any other physical testing of the Premises (collectively, "Physical Testing") without the written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion, or (ii) disrupt or interfere with any portions of the Premises leased to tenants without the prior written consent of such tenants. At Phipps' request, Owner will contact the applicable tenant (either via telephone or written notice) and request that they provide Phipps with reasonable access. Notwithstanding anything to the contrary contained herein, except with respect to the Phase 1 Investigation (as defined below), Phipps may not enter upon the Premises for the purpose of conducting any inspection activities or for any other reason without having requested Owner's consent to such entry in writing, in the form attached hereto as Exhibit B (the "Request") and receiving back such Request, countersigned by Owner and reflecting any modifications and conditions required in connection with granting its consent, indicating its consent to such entry and inspection activities, which consent, other than expressly treated above

regarding Physical Testing, shall not be unreasonably withheld or delayed. All inspections shall be conducted in accordance with applicable laws. Owner may impose reasonable conditions and restrictions on Phipps's right to enter the Premises under this Agreement and Phipps agrees to comply, and to cause each of the Phipps Diligence Parties to comply, with any such conditions and restrictions in exercising its rights hereunder. Phipps shall not damage any portion of the Premises. Phipps shall promptly repair any damage caused by Phipps or the Phipps Diligence Parties and restore the Premises to substantially the condition as it existed prior to Phipps' activities.

(b) Notwithstanding anything to the contrary contained in Section 1(a) above, Owner hereby grants its consent to the Phipps Diligence Parties entering the Premises to perform a visual inspection in connection with the preparation of a Phase 1 Environmental Report (the "Phase 1 Investigation"); provided, however, that Phipps and Owner shall agree upon mutually acceptable date(s) and time(s) for the same. Once date(s) and time(s) have been agreed upon among Owner and Phipps, Owner shall contact the applicable tenants to request reasonable access for the Phase 1 Investigation.

(c) Phipps does hereby acknowledge and agree that the costs and expenses and risk of Phipps's access to the Premises and related activities thereon shall be borne solely by Phipps. Phipps (i) shall keep the Premises free from all liens relating to work commissioned by (1) Phipps and its affiliates and (2) Phipps Diligence Parties and any of their respective affiliates and (ii) hereby indemnifies, defends, and holds Owner and its members, managers, officers, affiliates, agents, representatives and employees ("Owner Indemnitees") and the Premises harmless from any and all costs, loss, damages, claims, obligations and expenses (including, but not limited to, penalties, fines, court costs, disbursements and reasonable attorneys' fees) of any kind or nature whatsoever, arising out of entry and/or activities upon the Premises by Phipps, or the Phipps Diligence Parties, which indemnity shall survive the expiration of the Inspection Period or any termination of this Agreement; provided however, that Phipps shall have no indemnity obligation hereunder relating from the mere discovery of conditions existing prior to the date hereof on the Premises or the reporting thereof to Governmental Authority as and to the extent required by applicable law. Phipps, for itself and all of the Phipps Diligence Parties, hereby releases Owner and Owner Indemnitees from all claims resulting from access to or inspection activities on the Premises by Phipps and the Phipps Diligence Parties, except to the extent arising from the willful misconduct or gross negligence of Owner. The obligations of Phipps under this Section 1(b) shall survive the termination of this Agreement.

2. Termination. At any time prior to the expiration of the Inspection Period, Phipps, by written notice to Owner, may elect to terminate this Agreement. Upon any termination pursuant to this Section 2, this Agreement shall be of no further force and effect and neither party shall have any further liability hereunder except liabilities expressly stated to survive such a termination.

3. Insurance. At all times that Phipps and its agents are given access to the Premises prior to the expiration of the Inspection Period, Phipps Diligence Parties shall carry or cause all of their respective agents and contractors to carry, such insurance coverage as Owner may reasonably require, including (i) workers' compensation insurance and (ii) liability insurance of not less than two million dollars ($2,000,000) per occurrence covering their respective activities

at the Premises, written on an "occurrence" basis. Phipps shall deliver evidence of such insurance to Owner prior to the entry of Phipps and the Phipps Diligence Parties to the Premises.

4. Reports. Phipps shall promptly deliver to Owner, at no cost to Owner, without representation or warranty by Phipps, copies of any reports relating to any activities performed by Phipps. In no event shall Phipps provide any Governmental Authority with information concerning the physical and/or environmental condition of the Premises without obtaining Owner's prior written consent thereto, except in the event that Phipps is required by law to provide such information to a Governmental Authority, then Phipps may do so based upon advice of counsel, but only after providing Owner with prior advance written notice thereof.

5. Notices.

(a) Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto or to the Premises, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose if given or served as follows:

| | |
|---|---|
| If to Owner: | MOTT CENTER, LLC<br>198-10 Jamaica Avenue<br>Hollis, New York 11423<br>Attn: Elizabeth Farrell |
| With a copy to: | Holland & Knight LLP<br>31 West 52nd Street<br>New York, New York 10019<br>Attn: Martin P. Miner, Esq. |
| If to Phipps: | REDFERN FRP LLC<br>c/o Phipps Houses<br>902 Broadway, 13th Floor<br>New York, New York 10010<br>Attn: Adam Weinstein |
| With a copy to: | Hirschen Singer & Epstein LLP<br>902 Broadway, 13th Floor<br>New York, New York 10010<br>Attn: Oliver G. Chase, Esq. |

Every notice, demand, request, consent, approval or other communication hereunder shall be deemed to have been given three business days following deposit with the US Postal Service if sent by certified mail or one business day following deposit with a reputable overnight courier.

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6. Assignment. No Party shall assign any of its rights, or delegate any of its obligations, in this Agreement, without the prior written consent of the other Parties.

7. Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the Parties any their respective successors and permitted assigns pursuant to Section 11.

8. Governing Law;. This Agreement shall be governed by the laws of the State of New York (without application of any choice of law principles which would defer to the laws of another state as governing) and shall be resolved in a proceeding within the City of New York, New York.

9. Severability. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected terms or provisions at any other time or in any other jurisdiction.

10. Prevailing Party. If any litigation or other court action, arbitration or similar adjudicatory proceeding is undertaken by any Party to enforce its rights under this Agreement, all fees, costs and expenses, including, without limitation, reasonable attorneys fees and court costs, of the prevailing Party in such action, suit or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. This Section shall survive the termination of this Agreement.

11. Recitals and Exhibits. The recitals to this Agreement, and all exhibits referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement.

12. Entire Agreement; Amendments to Agreement. This Agreement sets forth the entire understanding and agreement of the Parties hereto, and shall supersede any other agreements and understandings (written or oral) between or among the Parties on or prior to the date of this Agreement with respect to the transaction contemplated in this Agreement. No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

13. Facsimile; Counterparts. A Party may deliver executed signature pages to this Agreement by facsimile or PDF/email transmission to any other Parties, which facsimile or PDF/email copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[Signatures on following pages]

#54145323_v4

IN WITNESS WHEREOF, Owner and Phipps have executed this Agreement as of the day and year first above written.

OWNER:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
its Manager

By: Estate of Fred Stark
its sole member

By: Elizabeth Farrell
Elizabeth Farrell, Administratrix, cta

[Signatures continue on following page]

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PHIPPS:

REDFERN FRP LLC, a New York limited liability company

By: _____
Name: Matthew Kelly
Title: Vice President

#54145323_v4

Exhibit A

Land

| Property Address | Borough | Block and Lot # |
|---|---|---|
| 2002 Mott Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 1 |
| Redfern Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 46 |
| 17-27 Redfern Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 50 |
| 17-25 Redfern Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 51 |
| 17-17 Redfern Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 55 |
| 17-07 Redfern Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 59 |
| 14-12 Augustina Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 100 |
| 13-25 Bayport Place, Far Rockaway, NY | Queens | Block 15537, Lot 112 |
| 15-08 Central Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 128 |
| Central Avenue, Far Rockaway, NY | Queens | Block 15537, Lot 130 |

#54145323_v4

Exhibit B
Form of Request

In connection with that certain Access Agreement by and between Mott Center ("Owner") and REDFERN FRP LLC ("Phipps") dated as of _____ __, 2017 (the "Agreement") Phipps hereby requests Owner's consent to access the Premises (as such term is defined in the Agreement) at the times and date and for the purposes set forth below (the "Requested Entry"):

Date of Requested Entry:

Time of Requested Entry:

Purpose of Requested Entry:

Any applicable third parties to accompany Phipps and/or participate in Requested Entry:

Phipps further acknowledges that Owner may supplement, modify or condition this Request, subject to the forgoing qualification, as part of granting its consent.

REDFERN FRP LLC, a New York limited liability company

By: _____
Name:_____
Title:_____

By countersignature of this instrument (including any modifications or conditions required by Owner), Owner hereby approves and grants the Requested Entry):

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
its Manager

By: Estate of Fred Stark
its sole member

By: _____
Elizabeth Farrell, Administratrix, cta

#54145323_v4

# Exhibit 1.4

## Allocated Parking

Block B Parking – Retail
Block C Parking – Residential




1 **B-CAMPUS PARKING**
3/64" = 1'-0"

**PARKING LEGEND**

| | |
|---|---|
| | STACKER |
| 18'-0" / 8'-6" | SINGLE SPACE |
| | DIRECTION OF TRAFFIC |

**PARKING COUNTS BUILDINGS B & C**

| | |
|---|---|
| **RESIDENTIAL (25% PER OF UNITS)** | 688 UNITS X 25% = 172 RESIDENTIAL PARKING SPACES REQUIRED |
| **COMMERICAL PARKING (1 SPACE PER 750 SF)** | 91,748 SF / 750 SF = 123 COMMERCIAL PARKING SPACES REQUIRED |
| **TOTAL SPACES REQUIRED** | 295 SPACES* |
| **TOTAL SPACES IN BUILDING B** | 41 STACKERS + 52 SINGLE SPACES = 134 SPACES |
| **TOTAL SPACES IN BUILDING C** | 70 STACKERS + 21 SINGLE SPACES = 161 SPACES |
| **TOTAL SPACES PROVIDED** | 295 SPACES |

*SEE ZONING ANALYSIS FOR ACCESSIBLE PARKING SPACE CALCULATIONS



**Marvel Architects**
145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420

OWNER
**ROCKAWAY VILLAGE HOUSING DEVELOPMENT FUND CORPORATION**
826 Broadway, New York, NY 10003

STRUCTURAL ENGINEER
**DE SIMONE CONSULTING ENGINEERS**
140 Broadway 25th Floor, New York, NY 10005

MEP ENGINEER AND SUSTAINABILITY
**DAGHER ENGINEERING**
29 Broadway, New York, NY 10006

ENVELOPE CONSULTANT
**VIDARIS**
360 Park Avenue South, 15th Floor New York, NY 10010

SITE / CIVIL & TRAFFIC ENGINEERING
**LANGAN ENGINEERING**
21 Penn Plaza, New York, NY 10001

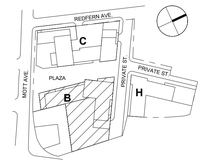
LANDSCAPE
**W ARCHITECTURE AND LANDSCAPE ARCHITECTURE**
374 Fulton Street, Brooklyn, NY 11201

CODE CONSULTING/EXPEDITOR
**JM ZONING**
299 Broadway Suite 820, New York, NY 10007

ACCESSIBILITY CONSULTANT
**STEVEN WINTER ASSOCIATES**
307 Seventh Ave Ste 1701, New York, NY 10001

| REV | DATE | DESCRIPTION |
|---|---|---|

BLDS SUBMISSION 05/17/18




KEY PLAN

PROJECT NO. 1609

# FAR ROCKAWAY -PHASE 1 BLOCK B

## COMBINED PARKING PLAN - BLOCK B AND C

DRAWING #: A-003.00

25 of 398

DOB #: 420663712

6/7/2018 11:52:06 AM

© MARVEL ARCHITECTS, PLLC 2017

# Exhibit 1.5

## Commencement Date Agreement

COMMENCEMENT DATE AGREEMENT

COMMENCEMENT DATE AGREEMENT, dated as of _____, 201__, by and between MOTT CENTER, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423, as landlord ("Landlord"), and REDFERN FRP LLC, a New York limited liability company, having an address at c/o Phipps Houses, 902 Broadway, 13th Floor, New York, New York 10010, as tenant ("Tenant").

W I T N E S S E T H:

1. WHEREAS, Landlord and Tenant have entered into a lease dated as of _____, 2018 (the "Lease") **[**and have entered into a Phase 1 Replacement Lease dated as of __, 2018**]** pursuant to which Landlord leased to Tenant certain real property located in Far Rockaway, New York, and identified on the New York City Tax Map for the Borough of Queens as Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130.

2. WHEREAS, Landlord and Tenant desire to memorialize the Commencement Date and other key dates in the Lease that are listed below, each as defined in the Lease.

3. NOW, THEREFORE, Landlord and Tenant do hereby agree that the below listed dates are as follows:

| | |
|---|---|
| Commencement Date: | _____ |
| Fixed Expiration Date: | _____ |
| Rent Commencement Date [under the Phase 1 Replacement Lease]: | _____ |

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Commencement Date Agreement as of the day and year first above written.

LANDLORD:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark
Its sole member

By: _____
Elizabeth Farrell, Administratrix, cta

TENANT:

REDFERN FRP LLC

By: _____
Name:_____
Title:_____

# Exhibit 1.6

## Construction Schedule for Phases

(See attached)

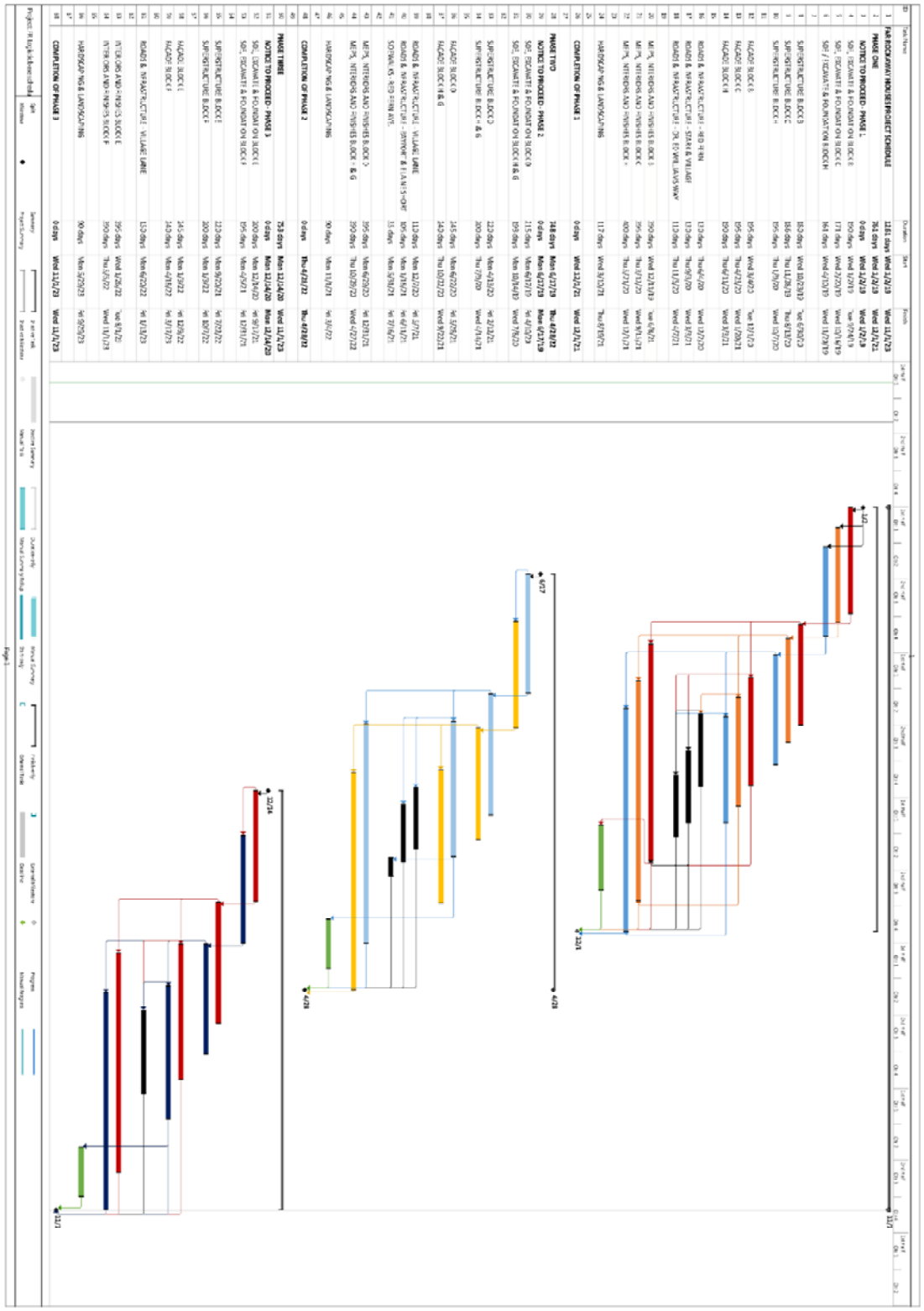


Exhibit 1.6 - 2

Construction Schedule

# Exhibit 1.7

## Plans and Specifications

| VILLAGE LANE 1725 ( BUILDING B) | | |
|---|---|---|
| Sheet Number | Sheet Name | 90% CDS 04/01/2018 |
| T-000. | COVER SHEET | X |
| T-001. | DRAWING INDEX | X |
| | | |
| G-010 | ABBREVIATIONS AND SYMBOLS | X |
| G-011 | GENERAL CONSTRUCTION NOTES, CODE & CONSTRUCTION CLASS | X |
| G-012 | HMC & MDL NOTES | X |
| G-013 | ACCESSIBILITY NOTES | X |
| G-014 | ACCESSIBILITY DIAGRAMS | X |
| G-015 | ACCESSIBILITY DIAGRAMS | X |
| G-030 | SURVEY | X |
| G-031 | SURVEY | X |
| | | |
| EG-001 | EGRESS AND AREA PLANS | X |
| EG-002 | EGRESS AND AREA PLANS | X |
| EG-003 | EGRESS AND AREA PLANS | X |
| EG-004 | EGRESS AND AREA PLANS | X |
| | | |
| Z-001 | ZONING, TAX & FEMA MAPS | X |
| Z-004 | ZONING ANALYSIS & LOT COVERAGE | X |
| Z-005 | ZONING ANALYSIS- SITE PLANS | X |
| Z-006 | ZONING ANALYSIS - ELEVATIONS & SECTIONS | X |
| Z-007 | ZONING GROSS AREA PLANS | X |
| Z-008 | ZONING GROSS AREA PLANS & AREA CALCS | X |
| | | |
| A-001 | SITE PLAN (ALL PHASES) | X |
| A-002 | ARCHITECTURAL SITE PLAN (PHASE 1) | X |
| A-003 | COMBINED PARKING PLAN - BLOCK B AND C | X |
| A-004 | MASSING | X |
| A-101 | FLOOR PLANS-CELLAR | X |
| A-102 | FLOOR PLANS-1ST FLOOR | X |
| A-103 | FLOOR PLANS-2ND FLOOR | X |
| A-104 | FLOOR PLANS-03-06 FLOOR | X |
| A-105 | FLOOR PLANS-07-08 FLOOR | X |
| A-106 | FLOOR PLANS-9TH FLOOR | X |
| A-107 | FLOOR PLANS-10TH FLOOR | X |
| A-108 | FLOOR PLANS-11-12 FLOOR | X |
| A-109 | ROOF PLAN | X |
| A-111 | ENLARGED FLOOR PLANS - 2ND FLOOR | X |
| A-112 | ENLARGED FLOOR PLANS - 2ND FLOOR | X |
| A-113 | ENLARGED FLOOR PLANS - 2ND FLOOR | X |
| A-114 | ENLARGED FLOOR PLANS - 3RD FLOOR | X |
| A-115 | ENLARGED FLOOR PLANS - 3RD FLOOR | X |
| A-116 | ENLARGED FLOOR PLANS - 3RD FLOOR | X |
| A-117 | ENLARGED FLOOR PLANS - 7TH FLOOR | X |
| A-118 | ENLARGED FLOOR PLANS - 7TH FLOOR | X |
| A-119 | ENLARGED FLOOR PLANS - 7TH FLOOR | X |
| A-120 | ENLARGED FLOOR PLANS - 9TH FLOOR | X |
| A-121 | ENLARGED FLOOR PLANS - 9TH FLOOR | X |
| A-122 | ENLARGED FLOOR PLANS - 9TH FLOOR | X |
| A-123 | ENLARGED FLOOR PLANS - 10TH FLOOR | X |

| | | |
|---|---|---|
| A-124 | ENLARGED FLOOR PLANS - 11TH FLOOR | X |
| A-125 | ENLARGED FLOOR PLANS - 12TH FLOOR | X |
| A-131 | ENLARGED UNIT PLANS (0BR) | X |
| A-132 | ENLARGED UNIT PLANS (1BR) | X |
| A-133 | ENLARGED UNIT PLANS (2BR) | X |
| A-134 | ENLARGED UNIT PLANS (2BR) | X |
| A-135 | ENLARGED UNIT PLANS (3BR) | X |
| A-141 | ENLARGED UNIT PLANS UFAS UNITS | X |
| A-151 | ENLARGED PLAN- LOBBY ENTRANCE | X |
| A-152 | ENLARGED FLOOR PLANS - LOBBY & AMENITY SPACES | X |
| A-153 | ENLARGED FLOOR PLANS - MEZZANINE | X |
| A-154 | ENLARGED FLOOR PLANS - 2ND FLOOR LOBBY | X |
| A-155 | ENLARGED FLOOR PLANS - REC ROOM | X |
| A-157 | ENLARGED FLOOR PLANS - MAIL ROOM | X |
| A-158 | ENLARGED FLOOR PLAN - PARKING TUNNEL | X |
| A-159 | ENLARGED FLOOR PLANS - BIKE ROOM | X |
| A-161 | EDGE OF SLAB - B-CELLAR | X |
| A-162 | EDGE OF SLAB - B-FLOOR 1 | X |
| A-163 | EDGE OF SLAB - B-FLOOR 2 | X |
| A-164 | EDGE OF SLAB -B-FLOOR 3-6 | X |
| A-165 | EDGE OF SLAB - B-FLOOR 7-8 | X |
| A-166 | EDGE OF SLAB - B-FLOOR 9 | X |
| A-167 | EDGE OF SLAB - B-FLOOR 10 | X |
| A-168 | EDGE OF SLAB - B-FLOOR 11-12 | X |
| A-169 | EDGE OF SLAB - B-ROOF | X |
| A-201 | LIGHTING FIXTURE SCHEDULE | X |
| A-202 | REFLECTED CEILING PLANS CELLAR | X |
| A-203 | REFLECTED CEILING PLANS FIRST FLOOR & MEZZ. | X |
| A-204 | REFLECTED CEILING PLAN 2ND FLOOR | X |
| A-205 | REFLECTED CEILING PLANS 3RD-6TH FLOOR | X |
| A-206 | REFLECTED CEILING PLANS 7TH- 8TH FLOORS | X |
| A-207 | REFLECTED CEILING PLAN 9TH FLOOR | X |
| A-208 | REFLECTED CEILING PLAN 10TH FLOOR | X |
| A-209 | REFLECTED CEILING PLANS 11TH-12TH FLOORS | X |
| A-301 | ELEVATIONS | X |
| A-302 | ELEVATIONS | X |
| A-303 | ELEVATIONS | X |
| A-304 | ELEVATIONS | X |
| A-305 | ELEVATIONS | X |
| A-306 | ELEVATIONS | X |
| A-311 | ENLARGED ELEVATIONS | X |
| A-321 | BUILDING SECTIONS | X |
| A-322 | BUILDING SECTIONS | X |
| A-323 | BUILDING SECTIONS | X |
| A-350 | ENLARGED ENVELOPE - RESIDENTIAL | X |
| A-401 | WALL SECTIONS | X |
| A-402 | WALL SECTIONS | X |
| A-410 | SECTION DETAILS | X |
| A-411 | EXTERIOR SECTION DETAILS | X |
| A-412 | EXTERIOR SECTION DETAILS | X |
| A-413 | ROOF DETAILS | X |
| A-414 | PLAN DETAILS | X |
| A-415 | EXTERIOR DETAILS | X |

| | | |
|---|---|---|
| A-416 | ROOF SECTION DETAILS | X |
| A-417 | EXTERIOR DETAILS - BRICK | X |
| A-419 | EXTERIOR DETAILS ENLARGED | X |
| A-421 | ENLARGED STAIRS AT B3 - A & B PLANS & SECTIONS | X |
| A-422 | ENLARGED STAIRS AT B3 - C PLANS & SECTION | X |
| A-423 | ENLARGED STAIRS AT B2 - D PLANS & SECTIONS | X |
| A-424 | ENLARGED STAIRS AT B2 - E PLANS & SECTION | X |
| A-425 | TYPICAL CONCRETE STAIRS DETAILS | X |
| A-431 | B3 ELEVATORS | X |
| A-432 | B2 ELEVATORS | X |
| A-433 | B3 LOBBY & TRASH CAR ELEVATOR | X |
| A-434 | ELEVATORS B2 - DIAGRAMS AND NOTES | X |
| A-435 | ELEVATORS B3 - DIAGRAMS AND NOTES | X |
| A-441 | REFUSE CHUTE PLANS AND SECTIONS-B2 | X |
| A-442 | REFUSE CHUTE PLANS AND SECTIONS-B3 | X |
| A-501 | KITCHEN TYPES | X |
| A-502 | KITCHEN TYPES | X |
| A-511 | BATHROOM TYPES | X |
| A-512 | BATHROOM TYPES | X |
| A-601 | PARTITION TYPES | X |
| A-611 | DOOR TYPES & SCHEDULE | X |
| A-612 | DOOR DETAILS | X |
| A-621 | WINDOWS TYPES & SCHEDULE | X |
| A-622 | WINDOWS LIGHT AND AIR COMPLIANCE | X |
| A-631 | STOREFRONTS | X |
| A-700 | FINISHES SCHEDULES | X |
| A-701 | FINISHES SCHEDULES | X |
| A-710 | LOBBY - 1ST FLOOR & INTERIOR PERSPECTIVES | X |
| A-711 | LOBBY - ELEVATIONS & 2ND FLOOR | X |
| A-712 | LOBBY - ELEVATIONS & RCP | X |
| A-717 | ENLARGED BIKE ROOM ELEVATIONS | X |
| A-720 | ELEVATOR LOBBY & CORRIDORS | X |
| A-721 | COMMERCIAL LOBBY | X |
| A-730 | CHILDRENS PLAY ROOM | X |
| A-740 | COMMUNITY ROOM - PLAN & INTERIOR PERSPECTIVES | X |
| A-741 | COMMUNITY ROOM - ELEVATIONS | X |
| A-750 | CEILING ASSEMBLIES | X |
| A-751 | TYPICAL INTERIOR DETAILS | X |
| A-752 | ACOUSTICAL ISOLATION DETAILS | X |
| A-753 | INTERIOR DETAILS | X |
| A-774 | SIGN DETAILS | X |
| A-775 | SIGN DETAILS | X |
| A-776 | SIGN LOCATION PLAN - CELLAR | X |
| A-777 | SIGN LOCATION PLAN - FLOOR 1 | X |
| A-778 | SIGN LOCATION PLAN - FLOOR 1 MEZZ | X |
| A-779 | SIGN LOCATION PLAN - FLOOR 2 | X |
| A-780 | SIGN LOCATION PLAN - FLOOR 3-6 | X |
| A-781 | SIGN LOCATION PLAN - FLOOR 7-8 | X |
| A-782 | SIGN LOCATION PLAN - FLOOR 9 | X |
| A-783 | SIGN LOCATION PLAN - FLOOR 10 | X |
| A-784 | SIGN LOCATION PLAN - FLOOR 11-12 | X |
| A-800 | MILLWORK DETAILS | X |
| A-801 | MILLWORK DETAILS | X |

| | | |
|---|---|---|
| L-100 | SITE LAYOUT PLAN | X |
| L-200 | SITE PAVING PLAN | X |
| L-300 | SITE PLANTING PLAN | X |
| L-400 | SECTIONS PLAZA | X |
| L-402 | SECTIONS BUILDING COURTYARD | X |
| L-405 | SECTIONS VILLAGE LANE | X |
| L-500 | ENLARGEMENT PLANS LAYOUT PLAN- PLAZA | X |
| L-501 | ENLARGEMENT PLANS PAVING PLAN- PLAZA | X |
| L-502 | ENLARGEMENT PLANS PLANTING PLAN- PLAZA | X |
| L-503 | ENLARGEMENT PLANS LAYOUT PLAN BUILDING B + C+ TERRACE COURTYARD | X |
| L-504 | ENLARGEMENT PLANS PAVING PLAN BUILDING B + C+ TERRACE COURTYARD | X |
| L-505 | ENLARGEMENT PLANS PLANTING PLAN BUILDING B + C+ TERRACE COURTYARD | X |
| L-506 | ENLARGEMENT PLANS LAYOUT PLANS - BUILDING H COURTYARD | X |
| L-509 | ENLARGEMENT PLANS PAVING PLANS - BUILDING H COURTYARD | X |
| L-510 | ENLARGEMENT PLANS PLANTING PLANS - BUILDING H COURTYARD | X |
| | | |
| C-010 | CIVIL NOTES-PHASE 1 | X |
| C-101 | EROSION AND SEDIMENT CONTROL PLAN | X |
| C-111 | EROSION AND SEDIMENT CONTROL DETAILS | X |
| C-201 | SITE PLAN -PHASE 1 | X |
| C-211 | SITE DETAILS-PHASE 1 | X |
| C-301 | GRADING AND DRAINAGE PLAN-PHASE 1 | X |
| C-311 | GRADING AND DRAINAGE DETAILS-PHASE 1 | X |
| C-401 | UTILITY PLAN | X |
| C-411 | UTILITY DETAILS | X |
| C-412 | UTILITY DETAILS - PHASE 1 | X |
| | | |
| FO-101 | CELLAR LAYOUT PLAN | X |
| FO-110 | TYPICAL FOUNDATION SECTIONS AND DETAILS | X |
| | | |
| S-001 | GENERAL NOTES | X |
| S-002 | NYC TRANSIT AUTHORITY GENERAL NOTES | X |
| S-201 | 1ST FLOOR LAYOUT PLAN | X |
| S-202 | 2ND FLOOR LAYOUT PLAN | X |
| S-203 | 3RD-6TH FLOOR LAYOUT PLAN | X |
| S-207 | 7TH FLOOR LAYOUT PLAN | X |
| S-208 | 8TH FLOOR LAYOUT PLAN | X |
| S-209 | 9TH FLOOR LAYOUT PLAN | X |
| S-210 | 10TH FLOOR LAYOUT PLAN | X |
| S-211 | 11TH FLOOR LAYOUT PLAN | X |
| S-212 | 12TH FLOOR LAYOUT PLAN | X |
| S-213 | ROOF AND BULKHEAD LAYOUT PLAN | X |
| S-220 | 1ST FLOOR MEZZ. LAYOUT PLAN | X |
| S-401 | COLUMN SCHEDULE | X |
| S-402 | COLUMN SCHEDULE | X |
| S-403 | TYPICAL CONCRETE COLUMN DETAILS | X |
| S-411 | SHEAR WALL PART PLANS | X |
| S-501 | TYPICAL CONCRETE SECTIONS AND DETAILS | X |
| S-502 | TYPICAL CONCRETE SECTIONS AND DETAILS | X |
| S-503 | TYPICAL CONCRETE SECTIONS AND DETAILS | X |
| S-701 | TYPICAL CMU DETAILS | X |

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| M-001 | MECHANICAL NOTES, SYMBOLS, ABBREVIATIONS & DRAWINGS LIST | X |
| M-002 | MECHANICAL NOTES, SYMBOLS, ABBREVIATIONS & DRAWINGS LIST | X |
| M-101 | MECHANICAL CELLAR PLAN | X |
| M-102 | MECHANICAL PLAN FIRST FLOOR | X |
| M-103 | MECHANICAL PLAN SECOND FLOOR | X |
| M-104 | MECHANICAL PLAN 3RD-6TH FLOORS | X |
| M-105 | MECHANICAL PLAN 7TH FLOOR | X |
| M-106 | MECHANICAL PLAN 8TH FLOOR | X |
| M-107 | MECHANICAL PLAN 9TH FLOOR | X |
| M-108 | MECAHNICAL PLAN 10TH FLOOR | X |
| M-109 | MECHANICAL PLAN 11TH FLOOR | X |
| M-110 | MECHANICAL PLAN 12TH FLOOR | X |
| M-111 | MECHANICAL ROOF PLAN | X |
| M-201 | MECHANICAL PART PLANS 1 | X |
| M-202 | MECHANICAL PART PLANS 2 | X |
| M-301 | MECHANICAL SCHEDULES 1 | X |
| M-302 | MECHANICAL SCHEDULES 2 | X |
| M-401 | MECHANICAL DETAILS 1 | X |
| M-402 | MECHANICAL DETAILS 2 | X |
| M-501 | MECHANICAL WATER RISER DIAGRAM 1 | X |
| M-502 | MECHANICAL WATER RISER DIAGRAM 2 | X |
| M-503 | MECHANICAL WATER RISER DIAGRAM | X |
| M-601 | MECHANICAL AIR RISER DIAGRAM 1 | X |
| M-701 | MECHANICAL VRT RISER DIAGRAM | X |
| | | |
| E-001 | ELECTRICAL SYMBOLS ABBREVIATIONS, NOTES & DRAWING List | X |
| E-101 | ELECTRICAL CELLAR PLAN | X |
| E-102 | ELECTRICAL PLAN 1ST FLOOR | X |
| E-103 | ELECTRICAL PLAN 1ST FLOOR MEZZANINE | X |
| E-104 | ELECTRICAL PLAN 2ND FLOOR | X |
| E-105 | ELECTRICAL PLAN 3RD-6TH FLOOR | X |
| E-106 | ELECTRICAL PLAN 7TH-8TH FLOOR | X |
| E-107 | ELECTRICAL PLAN 9TH FLOOR | X |
| E-108 | ELECTRICAL PLAN 10TH FLOOR | X |
| E-109 | ELECTRICAL PLAN 11TH FLOOR | X |
| E-110 | ELECTRICAL PLAN 12TH FLOOR | X |
| E-111 | ELECTRICAL PLAN ROOF FLOOR | X |
| E-500 | ELECTRICAL RISER DIAGRAM | X |
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| P-001 | PLUMBING PLAN CELLAR | X |
| P-002 | PLUMBING PLAN 1ST FLOOR | X |
| P-003 | PLUMBING PLAN 2ND FLOOR | X |
| P-004 | PLUMBING PLAN 3RD-6TH FLOORS | X |
| P-005 | PLUBMING PLAN 7TH FLOOR | X |
| P-006 | PLUMBING PLAN 8TH FLOOR | X |
| P-007 | PLUMBING PLAN 9TH FLOOR | X |
| P-008 | PLUMBING PLAN 10TH FLOOR | X |
| P-009 | PLUMBING PLAN 11TH FLOOR | X |
| P-010 | PLUMBING PLAN 12TH FLOOR | X |
| P-011 | PLUMBING PLAN ROOF | X |
| P-300 | PLUMBING SCHEDULES | X |
| P-400 | PLUMBING DETAILS | X |
| P-500 | SANITARY RISER DIAGRAM | X |

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| FP-001 | FIRE PROTECTION NOTES, SYMBOL LIST, PLOT PLAN & DRAWING LIST | X |
| FP-100 | FIRE PROTECTION UNDERGROUND PLAN | X |
| FP-101 | FIRE PROTECTION CELLAR FLOOR PLAN | X |
| FP-102 | FIRE PROTECTION 1ST FLOOR PLAN | X |
| FP-103 | FIRE PROTECTION 2ND FLOOR PLAN | X |
| FP-104 | FIRE PROTECTION 3RD FLOOR PLAN | X |
| FP-105 | FIRE PROTECTION 4TH-5TH FLOOR PLAN | X |
| FP-106 | FIRE PROTECTION 6TH FLOOR PLAN | X |
| FP-107 | FIRE PROTECTION 7TH-8TH FLOOR PLAN | X |
| FP-108 | FIRE PROTECTION 9TH FLOOR PLAN | X |
| FP-109 | FIRE PROTECTION 10TH FLOOR PLAN | X |
| FP-110 | FIRE PROTECTION 11TH FLOOR PLAN | X |
| FP-111 | FIRE PROTECTION 12TH FLOOR PLAN | X |
| FP-112 | FIRE PROTECTION ROOF FLOOR PLAN | X |
| FP-300 | FIRE PROTECTION SCHEDULES | X |
| FP-400 | FIRE PROTECTION DETAILS | X |
| FP-401 | FIRE PROTECTION DETAILS SHEET #2 | X |
| FP-402 | FIRE PROTECTION DETAILS SHEET #3 | X |
| FP-500 | FIRE PROTECTION RISER DIAGRAM | X |
| | | |
| FA-001 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FA-002 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FA-101 | CELLAR FLOOR FIRE ALARM PLAN | X |
| FA-102 | GROUND FLOOR FIRE ALARM PLAN | X |
| FA-103 | 2ND FLOOR FIRE ALARM PLAN | X |
| FA-104 | 3RD-6TH FLOOR FIRE ALARM PLAN | X |
| FA-105 | 7TH-10TH FLOOR FIRE ALARM PLAN | X |
| FA-106 | 11TH-12TH FLOOR FIRE ALARM PLAN | X |
| FA-107 | 13TH-15TH TYPICAL FLOOR FIRE ALARM PLAN | X |
| FA-108 | ROOF FIRE ALARM PLAN | X |
| FA-300 | FIRE ALARM SCHEDULES | X |
| FA-400 | FIRE ALARM DETAILS | X |
| FA-500 | FIRE ALARM RISER DIAGRAM | X |
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| EN-101 | ENERGY COMPLIANCE | X |
| EN-102 | ENERGY COMPLIANCE | X |
| EN-103 | ENERGY COMPLIANCE | X |
| EN-104 | ENERGY COMPLIANCE-ENVELOPE COMCHECK | X |
| EN-001 | ENERGY COMPLIANCE COVERSHEET | X |
| EN-002 | ENERGY LIGHTING COMPLIANCE | X |
| EN-003 | MECHANICAL COMPLIANCE SHEET 1 | X |
| EN-004 | MECHANICAL COMLIANCE SHEET 2 | X |
| EN-201 | ENERGY LIGHTING PLAN CELLAR | X |
| EN-202 | ENERGY LIGHTING PLAN 1ST FLOOR | X |
| EN-203 | ENERGY LIGHTING PLAN 2ND FLOOR | X |
| EN-204 | ENERGY LIGHTING PLAN 3RD-6TH FLOOR | X |
| EN-205 | ENERGY LIGHTING PLAN 7TH-8TH FLOOR | X |
| EN-206 | ENERGY LIGHTING PLAN 9TH FLOOR | X |
| EN-207 | ENERGY LIGHTING PLAN 10TH FLOOR | X |
| EN-208 | ENERGY LIGHTING PLAN 11TH FLOOR | X |
| EN-209 | ENERGY LIGHTING PLAN 12TH FLOOR | X |
| EN-210 | ENERGY LIGHTING PLAN ROOF | X |

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| VILLAGE LANE 1720 ( BUILDING C) | | |
|---|---|---|
| Sheet Number | Sheet Name | CD 90%04/01/2018 |
| T-000 | COVER SHEET | X |
| T-001 | DRAWING INDEX | X |
| | | |
| G-010 | ABBREVIATIONS AND SYMBOLS | X |
| G-011 | GENERAL CONSTRUCTION NOTES, CODE & CONSTRUCTION CLASS | X |
| G-012 | HMC & MDL NOTES | X |
| G-013 | ACCESSIBILITY NOTES | X |
| G-014 | ACCESSIBILITY DIAGRAMS | X |
| G-015 | ACCESSIBILITY DIAGRAMS | X |
| G-030 | SURVEY | X |
| G-031 | SURVEY | X |
| | | |
| EG-001 | EGRESS AND AREA PLANS | X |
| EG-002 | EGRESS AND AREA PLANS | X |
| EG-003 | EGRESS AND AREA PLANS | X |
| EG-004 | EGRESS AND AREA PLANS | X |
| EG-005 | EGRESS AND AREA PLANS | X |
| EG-006 | EGRESS AND AREA PLANS | X |
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| Z-001 | ZONING, TAX & FEMA MAPS | X |
| Z-004 | ZONING ANALYSIS & LOT COVERAGE | X |
| Z-005 | ZONING ANALYSIS - SITE PLAN | X |
| Z-006 | ZONING ANALYSIS - ELEVATIONS AND SECTIONS | X |
| Z-007 | ZONING GROSS AREAS | X |
| Z-008 | ZONING GROSS AREAS | X |
| | | |
| A-001 | SITE PLAN (ALL PHASES) | X |
| A-002 | ARCHITECTURAL SITE PLAN (PHASE 1) | X |
| A-003 | COMBINED PARKING PLAN-BLOCK B & C | X |
| A-101 | FLOOR PLANS- CELLAR | X |
| A-101A | FLOOR PLANS-CELLAR B+C | X |
| A-102 | FLOOR PLANS-1ST FLOOR | X |
| A-103 | FLOOR PLANS-2ND FLOOR | X |
| A-104 | FLOOR PLANS-03 & PARTIAL 04-05 FLOOR | X |
| A-105 | FLOOR PLANS-06 FLOOR | X |
| A-106 | FLOOR PLANS-07-08 FLOOR | X |
| A-107 | FLOOR PLANS-09 FLOOR | X |
| A-108 | FLOOR PLANS-10 FLOOR | X |
| A-109 | FLOOR PLANS-11 FLOOR | X |
| A-110 | FLOOR PLANS-12 FLOOR | X |
| A-137 | ENLARGED UNIT PLANS (0BR) | X |
| A-138 | ENLARGED UNIT PLANS (1BR) | X |
| A-139 | ENLARGED UNIT PLANS (1BR) | X |
| A-140 | ENLARGED UNIT PLANS (2BR) | X |
| A-141 | ENLARGED UNIT PLANS (2BR) | X |
| A-142 | ENLARGED UNIT PLANS (2BR) | X |
| A-143 | ENLARGED UNIT PLANS (3BR) | X |
| A-144 | ENLARGED UNIT PLANS UFAS UNITS | X |
| A-151 | ENLARGED FLOOR PLANS-FIRST FLOOR-BIKE ROOM & ELEVATIONS | X |
| A-152 | ENLARGED FLOOR PLANS-SECOND FLOOR-LAUNDRY ROOM, RCP & ELEVATION | X |
| A-153 | ENLARGED MAIL ROOM | X |
| A-160 | EDGE OF SLAB- CELLAR | X |
| A-161 | EDGE OF SLAB - FLOOR 01 | X |
| A-162 | EDGE OF SLAB- FLOOR 02 | X |
| A-163 | EDGE OF SLAB - FLOOR 03 | X |
| A-164 | EDGE OF SLAB - FLOOR 04 & PARTIAL 05 | X |

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|---|---|---|
| A-165 | EDGE OF SLAB - FLOOR 06 | X |
| A-166 | EDGE OF SLAB - FLOOR 07 & 08 | X |
| A-167 | EDGE OF SLAB - FLOOR 09 | X |
| A-168 | EDGE OF SLAB - FLOOR 10 | X |
| A-169 | EDGE OF SLAB - FLOOR 11 | X |
| A-170 | EDGE OF SLAB - FLOOR 12 | X |
| A-171 | EDGE OF SLAB - BULKHEAD | X |
| A-200 | LIGHTING FIXTURE SCHEDULE | X |
| A-201 | REFLECTED CEILING PLAN - CELLAR FLOOR | X |
| A-202 | REFLECTED CEILING PLAN - 1ST FLOOR | X |
| A-203 | REFLECTED CEILING PLAN-2ND FLOOR | X |
| A-204 | REFLECTED CEILING PLAN-03RD & PARTIAL 04-05 FLOOR | X |
| A-205 | REFLECTED CEILING PLAN- 06TH FLOOR | X |
| A-206 | REFLECTED CEILING PLAN-07-08 FLOOR | X |
| A-207 | REFLECTED CEILING PLAN-09 FLOOR | X |
| A-208 | REFLECTED CEILING PLAN-08 FLOOR | X |
| A-209 | REFLECTED CEILING PLAN-10 FLOOR | X |
| A-210 | REFLECTED CEILING PLAN-11 FLOOR | X |
| A-211 | REFLECTED CEILING PLAN-12 FLOOR & PARTIAL ROOF PLAN | X |
| A-301 | ELEVATIONS | X |
| A-302 | ELEVATIONS | X |
| A-303 | ELEVATIONS | X |
| A-304 | ELEVATIONS | X |
| A-321 | BUILDING SECTIONS | X |
| A-322 | BUILDING SECTIONS | X |
| A-323 | BUILDING SECTIONS | X |
| A-324 | BUILDING SECTIONS | X |
| A-350 | ENTRY ENVELOPE - RESIDENTIAL | X |
| A-401 | WALL SECTIONS | X |
| A-410 | EXTERIOR SECTION DETAILS | X |
| A-411 | EXTERIOR SECTION DETAILS - WINDOWS | X |
| A-412 | EXTERIOR ENVELOPE DETAILS | X |
| A-414 | PLAN DETAILS | X |
| A-416 | PARKING RAMP FLOOR PLAN & GENERAL SECTIONS | X |
| A-419 | PLAN DETAILS - BRICK | X |
| A-422 | STAIRS AT C1 - PLANS & SECTION - STAIR E & COURTYARD STAIR | X |
| A-423 | STAIRS AT C1 - PLANS & SECTION - STAIR D | X |
| A-424 | STAIRS AT C2 - PLANS AND SECTIONS - STAIR A AND STAIR B/C | X |
| A-425 | STAIR AT ROOFS C1 & C2-PLAN AND SECTIONS | X |
| A-426 | LOBBY STAIR- PLAN, SECTIONS AND DETAILS | X |
| A-431 | ELEVATORS C1-PE-01-02 PLAN & SECTIONS | X |
| A-433 | ELEVATOR C1-CE-01-02 COMMERCIAL LOBBY PLAN & SECTIONS | X |
| A-434 | ELEVATORS C2-SE-01 & C2-TE-01 PLAN & SECTIONS | X |
| A-441 | C1 REFUSE CHUTE PLANS AND SECTIONS | X |
| A-442 | C2 REFUSE CHUTE PLANS AND SECTIONS | X |
| A-501 | KITCHEN TYPES | X |
| A-502 | KITCHEN TYPES | X |
| A-511 | BATHROOM TYPES | X |
| A-512 | BATHROOM TYPES | X |
| A-601 | PARTITION TYPES | X |
| A-611 | DOOR TYPES & SCHEDULE | X |
| A-621 | WINDOW TYPES & SCHEDULE | X |
| A-622 | WINDOWS LIGHT AND AIR COMPLIANCE | X |
| A-630 | STOREFRONTS | X |
| A-631 | STOREFRONTS | X |
| A-632 | STOREFRONTS | X |
| A-700 | FINISHES SCHEDULE | X |
| A-701 | FINISHES SCHEDULE | X |
| A-710 | RESIDENTIAL LOBBY-1ST FLOOR INTERIOR PERSPECTIVE | X |

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| A-711 | LOBBY INTERIOR ELEVATIONS | X |
| A-712 | LOBBY INTERIOR ELEVATIONS | X |
| A-713 | LOBBY & PLAYROOM - SECOND FLOOR-PLAN | X |
| A-715 | LOBBY & PLAYROOM SECOND FLOOR ELEVATIONS | X |
| A-716 | COMMERCIAL LOBBY -PLAN,RCP AND ELEVATIONS | X |
| A-717 | RESIDENTIAL LOBBY C2 - PLAN, RCP, ELEVATIONS | X |
| A-718 | RESIDENTIAL LOBBY C1 COURTYARD-PLAN,RCP AND ELEVATIONS | X |
| A-750 | CEILING ASSEMBLIES | X |
| A-751 | TYPICAL INTERIOR DETAILS | X |
| A-774 | SIGNAGE DETAILS | X |
| A-775 | SIGNAGE DETAILS | X |
| A-776 | SIGN LOCATION PLAN - CELLAR | X |
| A-777 | SIGN LOCATION PLAN - FLOOR 1 | X |
| A-778 | SIGN LOCATION PLAN - FLOOR 2 | X |
| A-779 | SIGN LOCATION PLAN - FLOOR 3-5 | X |
| A-780 | SIGN LOCATION PLAN - FLOOR 6 | X |
| A-781 | SIGN LOCATION PLAN - FLOOR 7-8 | X |
| A-782 | SIGN LOCATION PLAN - FLOOR 9 | X |
| A-783 | SIGN LOCATION PLAN FLOOR 10 | X |
| A-784 | SIGN LOCATION PLAN - FLOOR 11 | X |
| A-785 | SIGN LOCATION PLAN - FLOOR 12 | X |
| A-786 | SIGN LOCATION PLAN - ROOF | X |
| A-800 | MILLWORK DETAILS | X |
| A-801 | MILLWORK DETAILS | X |
| | | |
| C-010 | CIVIL NOTES - PHASE 1 | X |
| C-101 | EROSION AND SEDIMENT CONTROL PLAN | X |
| C-111 | EROSION AND SEDIMENT CONTROL DETAILS | X |
| C-201 | SITE PLAN - PHASE 1 | X |
| C-211 | SITE DETAILS - PHASE 1 | X |
| C-301 | GRADING AND DRAINAGE PLAN - PHASE 1 | X |
| C-311 | GRADING AND DRAINAGE DETAILS - PHASE 1 | X |
| C-401 | UTILITY PLAN | X |
| C-411 | UTILITY DETAILS | X |
| C-412 | UTILITY DETAILS-PHASE 1 | X |
| | | |
| FO-101 | CELLAR FLOOR PLAN | X |
| FO-111 | TYPICAL FOUNDATION SECTIONS AND DETAILS | X |
| | | |
| S-001 | INDEX OF DRAWINGS, GENERAL NOTES, SYMBOLS AND ABBREVIATIONS | X |
| S-002 | NYC TRANSIT AUTHORITY GENERAL NOTES AND INSURANCE REQUIREMENTS | X |
| S-201 | 1ST FLOOR PLAN | X |
| S-202 | 2ND FLOOR PLAN | X |
| S-203 | 3RD FLOOR PLAN | X |
| S-204 | 4TH - 5TH FLOOR PLANS | X |
| S-206 | 6TH FLOOR PLAN | X |
| S-207 | 7TH FLOOR PLAN | X |
| S-208 | 8TH FLOOR PLAN | X |
| S-209 | 9TH FLOOR PLAN | X |
| S-210 | 10TH FLOOR PLAN | X |
| S-211 | 11TH FLOOR PLAN | X |
| S-212 | 12TH FLOOR PLAN | X |
| S-213 | ROOF PLAN | X |
| S-214 | BULKHEAD PLAN | X |
| S-215 | BULKHEAD ROOF PLAN | X |
| S-401 | COLUMN SCHEDULE | X |
| S-501 | TYPICAL CONCRETE SECTIONS AND DETAILS | X |
| S-502 | TYPICAL CONCRETE SECTIONS AND DETAILS | X |
| S-503 | TYPICAL CONCRETE SECTIONS AND DETAILS | X |

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|---|---|---|
| M-001 | MECHANICAL NOTES, SYMBOLS, ABBREVIATIONS, & DRAWINGS | X |
| M-002 | MECHANICAL NOTES, SYMBOLS, ABBREVIATIONS, & DRAWINGS | X |
| M-101 | MECHANICAL CELLAR PLAN | X |
| M-102 | MECHANICAL PLAN 1ST FLOOR | X |
| M-103 | MECHANICAL PLAN 2ND FLOOR | X |
| M-104 | MECHANICAL PLAN 3RD FLOOR | X |
| M-105 | MECHANICAL PLAN 4TH-5TH FLOOR | X |
| M-106 | MECHANICAL PLAN 6TH FLOOR | X |
| M-107 | MECHANICAL PLAN 7TH-8TH FLOOR | X |
| M-108 | MECHANICAL PLAN 9TH FLOOR | X |
| M-109 | MECHANICAL PLAN 10TH FLOOR | X |
| M-110 | MECHANICAL PLAN 11TH FLOOR | X |
| M-112 | MECHANICAL PLAN ROOF | X |
| M-201 | MECHANICAL PART PLANS 1 | X |
| M-202 | MECHANICAL PART PLANS 2 | X |
| M-301 | MECHANICAL SCHEDULES 1 | X |
| M-302 | MECHANICAL SCHEDULES 2 | X |
| M-401 | MECHANICAL DETAILS 1 | X |
| M-402 | MECHANICAL DETAILS 2 | X |
| M-501 | MECHANICAL WATER RISER DIAGRAM 1 | X |
| M-502 | MECHANICAL WATER RISER DIAGRM 2 | X |
| M-601 | MECHANICAL AIR RISER DIAGRAM | X |
| M-701 | MECHANICAL VRF RISER DIAGRAM | X |
| | | |
| E-001.00 | ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| E-002.00 | ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| E-101.00 | CELLAR FLOOR ELECTRICAL PLAN | X |
| E-102.00 | GROUND FLOOR ELECTRICAL PLAN | X |
| E-103.00 | 2ND FLOOR ELECTRICAL PLAN | X |
| E-104.00 | 3RD-6TH FLOOR ELECTRICAL PLAN | X |
| E-105.00 | 7TH-10TH FLOOR ELECTRICAL PLAN | X |
| E-106.00 | 11TH-12TH FLOOR ELECTRICAL PLAN | X |
| E-107.00 | 13TH-15TH TYPICAL FLOOR ELECTRICAL PLAN | X |
| E-108.00 | ROOF ELECTRICAL PLAN | X |
| E-200.00 | CELLAR FLOOR LIGHTING PLAN | X |
| E-202.00 | GROUND FLOOR LIGHTING PLAN | X |
| E-202.00 | 2ND FLOOR LIGHTING PLAN | X |
| E-203.00 | 3RD FLOOR LIGHTING PLAN | X |
| E-204.00 | 4TH FLOOR LIGHTING PLAN | X |
| E-205.00 | 5TH FLOOR LIGHTING PLAN | X |
| E-206.00 | 6TH FLOOR LIGHTING PLAN | X |
| E-207.00 | 7TH FLOOR LIGHTING PLAN | X |
| E-208.00 | 8TH FLOOR LIGHTING PLAN | X |
| E-210.00 | 10TH FLOOR LIGHTING PLAN | X |
| | | |
| P-001 | PLUMBING COVER SHEET | X |
| P-101 | PLUMBING PLAN CELLAR | X |
| P-102 | PLUMBING PLAN 1ST FLOOR | X |
| P-103 | PLUMBING PLAN 2ND FLOOR | X |
| P-104 | PLUMBING PLAN 3RD FLOOR | X |
| P-105 | PLUMBING PLAN 4TH-5TH FLOOR | X |
| P-106 | PLUMBING PLAN 6TH FLOOR | X |
| P-107 | PLUMBING PLAN 7TH-8TH FLOOR | X |
| P-108 | PLUMBING PLAN 9TH FLOOR | X |
| P-109 | PLUMBING PLAN 10TH FLOOR | X |
| P-110 | PLUMBING PLAN 11TH FLOORS | X |
| P-111 | PLUMBING PLAN 12TH FLOOR | X |
| P-300 | PLUMBING SCHEDULES | X |

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|---|---|---|
| P-400 | PLUMBING DETAILS | X |
| P-401 | PLUMBING DETAILS SHEET #2 | X |
| P-402 | PLUMBING DETAILS SHEET #3 | X |
| P-500 | SANITARY RISER DIAGRAM | X |
| P-501 | PLUMBING STORM RISER DIAGRAM | X |
| P-502 | PLUMBING GAS RISER DIAGRAM | X |
| P-503 | PLUMBING DOMESTIC WATER RISER DIAGRAM | X |
| | | |
| FP-001 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FP-002 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FP-101 | CELLAR FLOOR FIRE ALARM PLAN | X |
| FP-102 | GROUND FLOOR FIRE ALARM PLAN | X |
| FP-103 | 2ND FLOOR FIRE ALARM PLAN | X |
| FP-104 | 3RD-6TH FLOOR FIRE ALARM PLAN | X |
| FP-105 | 7TH-10TH FLOOR FIRE ALARM PLAN | X |
| FP-106 | 11TH-12TH FLOOR FIRE ALARM PLAN | X |
| FP-107 | 13TH-15TH TYPICAL FLOOR FIRE ALARM PLAN | X |
| FP-108 | ROOF FIRE ALARM PLAN | X |
| FP-300 | FIRE ALARM SCHEDULES | X |
| FP-400 | FIRE ALARM DETAILS | X |
| FP-500 | FIRE ALARM RISER DIAGRAM | X |
| | | |
| FA-001 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FA-002 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FA-101 | CELLAR FLOOR FIRE ALARM PLAN | X |
| FA-102 | GROUND FLOOR FIRE ALARM PLAN | X |
| FA-103 | 2ND FLOOR FIRE ALARM PLAN | X |
| FA-104 | 3RD-6TH FLOOR FIRE ALARM PLAN | X |
| FA-105 | 7TH-10TH FLOOR FIRE ALARM PLAN | X |
| FA-106 | 11TH-12TH FLOOR FIRE ALARM PLAN | X |
| FA-107 | 13TH-15TH TYPICAL FLOOR FIRE ALARM PLAN | X |
| FA-108 | ROOF FIRE ALARM PLAN | X |
| FA-300 | FIRE ALARM SCHEDULES | X |
| FA-400 | FIRE ALARM DETAILS | X |
| FA-500 | FIRE ALARM RISER DIAGRAM | X |
| | | |
| EN-001 | ENERGY COMPLIANCE COVERSHEET | X |
| EN-002 | ENERGY LIGHTING COMPLIANCE | X |
| EN-003 | MECHANICAL COMPLIANCE SHEET 1 | X |
| EN-004 | MECHANICAL COMPLIANCE SHEET 2 | X |
| EN-101 | ENERGY COMPLIANCE | X |
| EN 102 | ENERGY COMPLIANCE | X |
| EN-103 | ENERGY COMPLIANCE | X |
| EN-104 | ENERGY COMPLIANCE | X |
| EN-201 | ENERGY LIGHTING PLAN CELLAR | X |
| EN-202 | ENERGY LIGHTING PLAN 1ST FLOOR | X |
| EN-203 | ENERGY LIGHTING PLAN 2ND FLOOR | X |
| EN-204 | ENERGY LIGHTING PLAN 3RD FLOOR | X |
| EN-205 | ENERGY LIGHTING PLAN 4TH-5TH FLOOR | X |
| EN-206 | ENERGY LIGHTING PLAN 6TH FLOOR | X |
| EN-207 | ENERGY LIGHTING PLAN 7TH-8TH FLOORS | X |
| EN-208 | ENERGY LIGHTING PLAN 9TH FLOOR | X |
| EN-209 | ENERGY LIGHTING PLAN 10TH FLOOR | X |
| | | 273 TOTAL |

| VILLAGE LANE 1701 ( BUILDING H) | | |
|---|---|---|
| Sheet Number | Sheet Name | CD 90%04/01/2018 |
| T-000. | COVER SHEET | X |
| T-001. | DRAWING INDEX - 50% CD | X |
| | | |
| G-010 | ABBREVIATIONS AND SYMBOLS | X |
| G-011 | GENERAL CONSTRUCTION NOTES, CODE & CONSTRUCTION CLASS | X |
| G-012 | HMC & MDL NOTES | X |
| G-013 | ACCESSIBILITY NOTES | X |
| G-014 | ACCESSIBILITY DIAGRAMS | X |
| G-015 | ACCESSIBILITY DIAGRAMS | X |
| G-030 | SURVEY | X |
| G-031 | SURVEY | X |
| | | |
| EG-001 | EGRESS AND AREA PLANS | X |
| EG-002 | EGRESS AND AREA PLANS | X |
| EG-003 | EGRESS AND AREA PLANS | X |
| EG-004 | EGRESS AND AREA PLANS | X |
| | | |
| Z-001 | ZONING, TAX & FEMA MAPS | X |
| Z-004 | ZONING ANALYSIS & LOT COVERAGE | X |
| Z-005 | ZONING ANALYSIS - SITE PLANS | X |
| Z-006 | ZONING ANALYSIS - ELEVATIONS & SECTIONS | X |
| Z-007 | ZONING GROSS AREA PLANS | X |
| Z-008 | ZONING GROSS AREA PLANS | X |
| | | |
| A-001 | SITE PLAN ( ALL PHASES) | X |
| A-002 | SITE PLAN - PHASE 1 | X |
| A-003 | MASSING | X |
| A-101 | FLOOR PLANS-CELLAR | X |
| A-102 | FLOOR PLANS-1ST FLOOR | X |
| A-103 | FLOOR PLANS-2ND FLOOR | X |
| A-104 | FLOOR PLANS-03-06 FLOOR | X |
| A-105 | FLOOR PLANS-07-10 FLOOR | X |
| A-106 | FLOOR PLANS-11-12 FLOOR | X |
| A-107 | FLOOR PLANS-13-15 FLOOR | X |
| A-108 | ROOF PLAN | X |
| A-111 | ENLARGED PLANS - 1ST FLOOR | X |
| A-112 | ENLARGED PLANS - 1ST FLOOR | X |
| A-113 | ENLARGED PLANS - 1ST FLOOR | X |
| A-114 | ENLARGED PLANS - 2ND FLOOR | X |
| A-115 | ENLARGED PLANS - 2ND FLOOR | X |
| A-116 | ENLARGED PLANS - 2ND FLOOR | X |
| A-117 | ENLARGED PLANS - 03-06 FLOOR | X |
| A-118 | ENLARGED PLANS - 03-06 FLOOR | X |
| A-119 | ENLARGED PLANS - 03-06 FLOOR | X |
| A-120 | ENLARGED PLANS - 07-10 FLOOR | X |
| A-121 | ENLARGED PLANS - 07-10 FLOOR | X |
| A-122 | ENLARGED PLANS - 07-10 FLOOR | X |
| A-123 | ENLARGED PLANS - 11-12 FLOOR | X |
| A-124 | ENLARGED PLANS - 11-12 FLOOR | X |
| A-125 | ENLARGED PLANS - 11-12 FLOOR | X |
| A-127 | ENLARGED PLANS - 13-15 FLOOR | X |

| | | |
|---|---|---|
| A-128 | ENLARGED PLANS - 13-15 FLOOR | X |
| A-131 | ENLARGED UNIT PLANS (0BR) | X |
| A-132 | ENLARGED UNIT PLANS (1BR) | X |
| A-133 | ENLARGED UNIT PLANS (2BR) | X |
| A-134 | ENLARGED UNIT PLANS (2BR) | X |
| A-135 | ENLARGED UNIT PLANS (2BR) | X |
| A-136 | ENLARGED UNIT PLANS (3BR) | X |
| A-141 | ENLARGED UNIT PLANS - UFAS UNITS | X |
| A-142 | ENLARGED UNIT PLANS - UFAS UNITS | X |
| A-151 | ENTRY & COURTYARD STAIRS AND RAMPS | X |
| A-152 | ENLARGED FLOOR PLANS-H1 MANAGEMENT SPACE, LOBBY & LAUNDRY ROOM | X |
| A-153 | ENLARGED FLOOR PLANS-H2 LOBBY & AMENITY SPACES | X |
| A-154 | ENLARGED MAIL ROOM | X |
| A-161 | EDGE OF SLAB PLAN - H-CELLAR | X |
| A-162 | EDGE OF SLAB PLAN - H-FLOOR 1 GROUND | X |
| A-163 | EDGE OF SLAB PLAN - H-FLOOR 2 | X |
| A-164 | EDGE OF SLAB PLAN - H-FLOOR 3-6 | X |
| A-165 | EDGE OF SLAB PLAN - H-FLOOR 7-10 | X |
| A-166 | EDGE OF SLAB PLAN - H-FLOOR 11-12 | X |
| A-167 | EDGE OF SLAB PLAN - H-FLOOR 13-15 | X |
| A-168 | EDGE OF SLAB PLAN - H-ROOF | X |
| A-200 | LIGHTING FIXTURE SCHEDULE | X |
| A-201 | REFLECTED CEILING PLANS-CELLAR | X |
| A-202 | REFLECTED CEILING PLANS-1ST FLOOR | X |
| A-203 | REFLECTED CEILING PLANS-2ND FLOOR | X |
| A-204 | REFLECTED CEILING PLANS-03-06 FLOOR | X |
| A-205 | REFLECTED CEILING PLANS-07-10 FLOOR | X |
| A-206 | REFLECTED CEILING PLANS-11-12 FLOOR | X |
| A-207 | REFLECTED CEILING PLANS-13-15 FLOOR & ROOF PLAN | X |
| A-301 | ELEVATIONS | X |
| A-302 | ELEVATIONS | X |
| A-303 | ELEVATIONS | X |
| A-304 | ELEVATIONS | X |
| A-305 | ELEVATIONS | X |
| A-311 | ENLARGED ELEVATIONS | X |
| A-321 | BUILDING SECTIONS | X |
| A-322 | BUILDING SECTIONS | X |
| A-323 | BUILDING SECTIONS | X |
| A-324 | BUILDING SECTIONS | X |
| A-401 | WALL SECTIONS | X |
| A-405 | ENLARGED SECTIONS | X |
| A-410 | EXTERIOR SECTION DETAILS | X |
| A-411 | TYPICAL EXTERIOR DETAILS | X |
| A-412 | SECTION DETAILS | X |
| A-413 | SECTION DETAILS - BRICK | X |
| A-414 | PLAN DETAILS | X |
| A-417 | EXTERIOR DETAILS - BRICK | X |
| A-419 | EXTERIOR DETAILS ENLARGED | X |
| A-421 | ENLARGED STAIR H1 - A PLANS & SECTION | X |
| A-422 | ENLARGED STAIR H1 - B PLANS & SECTION | X |
| A-423 | ENLARGED STAIR H2 - C/D PLANS & SECTION | X |
| A-424 | TYPICAL CONCRETE STAIR DETAILS | X |
| A-431 | H1 ELEVATOR - PLANS & SECTIONS | X |
| A-432 | H2 ELEVATOR - PLANS & SECTIONS | X |

| | | |
|---|---|---|
| A-433 | ELEVATORS H1- DIAGRAMS AND NOTES | X |
| A-434 | ELEVATORS H2- DIAGRAMS AND NOTES | X |
| A-441 | H1 REFUSE CHUTE - PLANS & SECTIONS | X |
| A-442 | H2 REFUSE CHUTE - PLAN & SECTIONS | X |
| A-450 | GATE | X |
| A-501 | KITCHEN TYPES | X |
| A-504 | KITCHEN DETAILS | X |
| A-511 | BATHROOM TYPES | X |
| A-513 | STAFF AREA - BATHROOMS | X |
| A-601 | PARTITION TYPES | X |
| A-611 | DOOR TYPES & SCHEDULES | X |
| A-612 | DOOR DETAILS | X |
| A-621 | WINDOW TYPES & SCHEDULES | X |
| A-622 | WINDOWS LIGHT AND AIR COMPLIANCE | X |
| A-630 | STOREFRONTS | X |
| A-700 | FINISHES SCHEDULES | X |
| A-701 | INTERIOR FINISHES | X |
| A-710 | INTERIOR ELEVATIONS - ELEVATOR LOBBY & CORRIDORS | X |
| A-711 | INTERIOR ELEVATIONS - LOBBY H1 | X |
| A-712 | INTERIOR ELEVATIONS - LOBBY H2 | X |
| A-713 | INTERIOR ELEVATIONS - PLAY ROOM | X |
| A-714 | INTERIOR ELEVATIONS & ENLARGED PLAN - LAUNDRY H1 | X |
| A-715 | INTERIOR ELEVATIONS & ENLARGED PLAN - LAUNDRY H2 | X |
| A-716 | INTERIOR ELEVATIONS & ENLARGED PLANS- CHANGING ROOMS | X |
| A-750 | CEILING ASSEMBLIES | X |
| A-751 | TYPICAL INTERIOR DETAILS | X |
| A-752 | ACOUSTICAL ISOLATION DETAILS | X |
| A-774 | SIGNAGE DETAILS | X |
| A-775 | SIGN LOCATION PLAN - CELLAR | X |
| A-776 | SIGN LOCATION PLAN - FLOOR 1-GROUND | X |
| A-777 | SIGN LOCATION PLAN - FLOOR 2 | X |
| A-778 | SIGN LOCATION PLAN - FLOOR 3-6 | X |
| A-779 | SIGN LOCATION PLAN - FLOOR 7-10 | X |
| A-780 | SIGN LOCATION PLAN - 11-12 | X |
| A-781 | SIGN LOCATION PLAN - FLOOR 13-15 | X |
| A-782 | SIGN LOCATION PLAN - ROOF | X |
| A-800 | MILLWORK DETAILS | X |
| A-801 | MILLWORK DETAILS | X |
| | | |
| C-010 | CIVIL NOTES- PHASE 1 | X |
| C-101 | EROSION AND SEDIMENT CONTROL PLAN | X |
| C-111 | EROSION AND SEDIMENT CONTROL DETAILS | X |
| C-201 | SITE PLAN- PHASE 1 | X |
| C-211 | SITE DETAILS-PHASE 1 | X |
| C-301 | GRADING AND DRAINAGE PLAN -PHASE 1 | X |
| C-311 | GRADING AND DRAINAGE DETAILS -PHASE 1 | X |
| C-401 | UTILITY PLAN | X |
| C-411 | UTILITY DETAILS | X |
| C-412 | UTILITY DETAILS 2 | X |
| | | |
| L-100 | OVERALL SITE LAYOUT PLAN | X |
| L-200 | OVERALL SITE PAVING PLAN | X |
| L-202 | SECTIONS COURTYARD B | X |
| L-300 | SITE PLANTING PLAN | X |

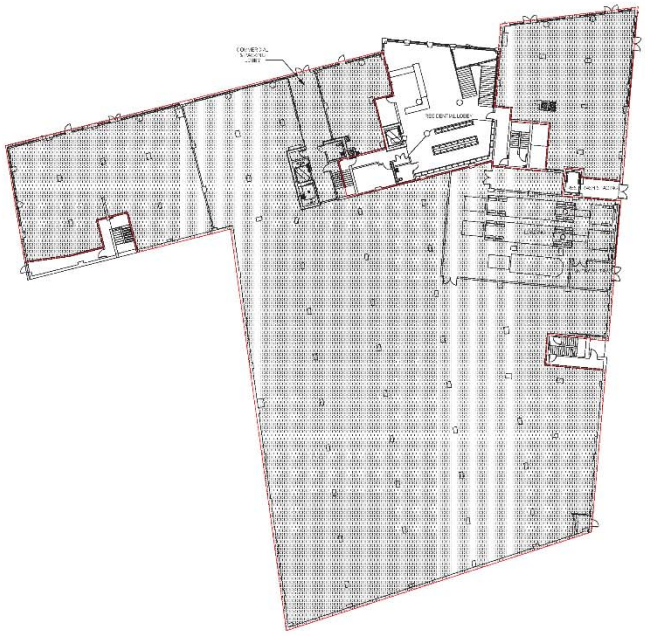
| | | |
|---|---|---|
| L-400 | SITE SECTIONS PLAZA | X |
| L-405 | SECTIONS - VILLAGE LANE | X |
| L-500 | LAYOUT - PLAZA @ BUILDING B + C | X |
| L-501 | PAVING - PLAZA @ BUILDING B + C | X |
| L-502 | PLANTING - PLAZA @ BUILDING B + C | X |
| L-503 | ENLARGEMENT PLANS LAYOUT PLAN - BUILDING B + C + TERRACE COURTYARD | X |
| L-504 | ENLARGEMENT PLANS LAYOUT PLAN - BUILDING B + C + TERRACE COURTYARD | X |
| L-505 | ENLARGEMENT PLANS LAYOUT PLAN - BUILDING B + C + TERRACE COURTYARD | X |
| L-506 | ENLARGEMENT PLANS LAYOUT PLAN - BUILDING H COURTYARD | X |
| L-509 | ENLARGEMENT PLANS PAVING PLAN - BUILDING H COURTYARD | X |
| L-510 | ENLARGEMENT PLANS PLANTING PLAN - BUILDING H COURTYARD | X |
| | | |
| FO-101.00 | H-CELLAR LAYOUT PLAN | X |
| FO-110.00 | FOUNDATION DETAILS | X |
| | | |
| S-001 | GENERAL NOTES | X |
| S-002 | NYC TRANSIT GENERAL NOTES | X |
| S-201 | H-1ST FLOOR LAYOUT PLAN | X |
| S-202 | H-2ND FLOOR LAYOUT PLAN | X |
| S-203 | H-3RD FLOOR LAYOUT PLAN | X |
| S-204 | H-4TH-6TH FLOOR LAYOUT PLAN | X |
| S-207 | H-7TH FLOOR LAYOUT PLAN | X |
| S-208 | H-8TH-10TH FLOOR LAYOUT PLAN | X |
| S-211 | H-11TH FLOOR LAYOUT PLAN | X |
| S-212 | H-12TH FLOOR LAYOUT PLAN | X |
| S-213 | H-13TH FLOOR LAYOUT PLAN | X |
| S-214 | H-14TH-15TH FLOOR LAYOUT PLAN | X |
| S-216 | H-ROOF LAYOUT PLAN | X |
| S-217 | H-BULKHEAD LAYOUT PLAN | X |
| S-401 | COLUMN SCHEDULE-1 | X |
| S-402 | COLUMN SCHEDULE-2 | X |
| S-403 | TYPICAL CONCRETE COLUMN DETAILS | X |
| S-501 | TYPICAL CONCRETE DETAILS 1 | X |
| S-502 | TYPICAL CONCRETE DETAILS 2 | X |
| S-503 | TYPICAL CONCRETE DETAILS 3 | X |
| S-701 | TYPICAL CMU DETAILS | X |
| | | |
| M-001 | MECHANICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| M-002 | MECHANICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| M-101 | MECHANICAL PLAN CELLAR | X |
| M-102 | MECHANICAL PLAN FIRST FLOOR | X |
| M-103 | MECHANICAL PLAN 2ND FLOOR | X |
| M-104 | MECHANICAL PLAN 3RD - 6TH FLOOR | X |
| M-105 | MECHANICAL PLAN 7TH - 9TH FLOORS | X |
| M-106 | MECHANICAL PLAN 10TH FLOOR | X |
| M-107 | MECHANICAL PLAN 11TH FLOOR | X |
| M-108 | MECHANICAL PLAN 12TH FLOOR | X |
| M-109 | MECHANICAL PLAN 13TH - 14TH FLOOR | X |
| M-110 | MECHANICAL PLAN 15TH FLOOR | X |
| M-111 | MECHANICAL PLAN ROOF | X |
| M-201 | MECHANICAL PART. PLANS 1 | X |
| M-202 | MECHANICAL PART. PLANS 2 | X |
| M-301 | MECHANICAL SCHEDULES 1 | X |
| M-302 | MECHANICAL SCHEDULES 2 | X |

| | | |
|---|---|---|
| M-401 | MECHANICAL DETAILS 1 | X |
| M-402 | MECHANICAL DETAILS 2 | X |
| M-501 | MECHANICAL WATER RISER DIAGRAM 1 | X |
| M-502 | MECHANICAL WATER RISER DIAGRAM 2 | X |
| M-601 | MECHANICAL AIR RISER DIAGRAM | X |
| M-701 | MECHANICAL VRF RISER DIAGRAM | X |
| | | |
| E-001 | ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| E-002 | ELECTRICAL SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| E-101 | ELECTRICAL PLAN CELLAR | X |
| E-102 | ELECTRICAL PLAN 1ST FLOOR | X |
| E-103 | ELECTRICAL PLAN 2ND FLOOR | X |
| E-104 | ELECTRICAL PLAN 3RD-6TH FLOORS | X |
| E-105 | ELECTRICAL PLAN 7TH-10TH FLOORS | X |
| E-106 | ELECTRICAL PLAN 11TH-12TH FLOORS | X |
| E-107 | ELECTRICAL PLAN 13TH-15TH FLOORS | X |
| E-108 | ELECTRICAL PLAN ROOF | X |
| E-300 | ELECTRICAL PANEL SCHEDULES SHEET 1 | X |
| E-301 | ELECTRICAL PANEL SCHEDULES SHEET 2 | X |
| E-302 | ELECTRICAL PANEL SCHEDULES SHEET 3 | X |
| E-303 | ELECTRICAL PANEL SCHEDULES SHEET 4 | X |
| E-500 | ELECTRICAL RISER DIAGRAM | X |
| E-501 | ELECTRICAL ONE LINE DIAGRAM | X |
| | | |
| P-001 | PLUMBING COVER SHEET | X |
| P-101 | PLUMBING PLAN CELLAR | X |
| P-102 | PLUMBING PLAN FIRST FLOOR | X |
| P-103 | PLUMBING PLAN 2ND FLOOR | X |
| P-104 | PLUMBING PLAN 3RD- 6TH FLOOR | X |
| P-105 | PLUMBING PLAN 7TH- 10TH FLOOR | X |
| P-106 | PLUMBING PLAN 11TH- 12TH FLOOR | X |
| P-107 | PLUMBING PLAN 13TH- 15TH FLOOR | X |
| P-108 | PLUMBING PLAN ROOF | X |
| P-300 | PLUMBING SCHEDULES | X |
| P-400 | PLUMBING DETAILS 1 | X |
| P-401 | PLUMBING DETAILS 2 | X |
| P-402 | PLUMBING DETAILS 3 | X |
| P-501 | PLUMBING STORM RISER DIAGRAM | X |
| P-502 | PLUMBING GAS RISER DIAGRAM | X |
| P-503 | PLUMBING DOMESTIC WATER RISER DIAGRAM | X |
| | | |
| FP-001 | FIRE PROTECTION COVER SHEET | X |
| FP-101 | FIRE PROTECTION PLAN CELLAR | X |
| FP-102 | FIRE PROTECTION PLAN 1ST FLOOR | X |
| FP-103 | FIRE PROTECTION PLAN 2ND FLOOR | X |
| FP-104 | FIRE PROTECTION PLAN 3RD-6TH FLOORS | X |
| FP-105 | FIRE PROTECTION PLAN 7TH-10TH FLOORS | X |
| FP-106 | FIRE PROTECTION PLAN 11TH-12TH FLOORS | X |
| FP-107 | FIRE PROTECTION PLAN 13TH-15TH FLOORS | X |
| FP-108 | FIRE PROTECTION PLAN ROOF | X |
| FP-201 | FIRE PROTECTION PLAN PART PLANS | X |
| FP-400 | FIRE PROTECTION DETAILS | X |
| FP-500 | FIRE PROTECTION RISER DIAGRAM | X |

| | | |
|---|---|---|
| FA-001 | FIRE ALARM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FA-005 | ARCS SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| FA-101 | FIRE ALARM PLAN CELLAR | X |
| FA-102 | FIRE ALARM PLAN 1ST FLOOR | X |
| FA-103 | FIRE ALARM PLAN 2ND FLOOR | X |
| FA-104 | FIRE ALARM PLAN 3RD-6TH FLOORS | X |
| FA-105 | FIRE ALARM PLAN 7TH-10TH FLOORS | X |
| FA-106 | FIRE ALARM PLAN 11TH-12TH FLOORS | X |
| FA-107 | FIRE ALARM PLAN 13TH-15TH FLOORS | X |
| FA-108 | FIRE ALARM ROOF PLAN | X |
| FA-201 | ARCS PLAN CELLAR | X |
| FA-202 | ARCS PLAN 1ST FLOOR | X |
| FA-203 | ARCS PLAN 2ND FLOOR | X |
| FA-204 | ARCS PLAN 3RD-6TH FLOORS | X |
| FA-205 | ARCS PLAN 7TH-10TH FLOORS | X |
| FA-206 | ARCS PLAN 11TH-12TH FLOORS | X |
| FA-207 | ARCS PLAN 13TH-15TH FLOORS | X |
| FA-208 | ARCS PLAN ROOF | X |
| FA-500 | FIRE ALARM RISER DIAGRAM | X |
| | | |
| EN-001 | ENERGY COMPLIANCE COVERSHEET | X |
| EN-002 | ENERGY LIGHTING COMPLIANCE | X |
| EN-003 | MECHANICAL COMPLIANCE SHEET 1 | X |
| EN-004 | MECHANICAL COMPLIANCE SHEET 2 | X |
| EN-101 | ENERGY COMPLIANCE-ENVELOPE | X |
| EN-102 | ENERGY COMPLIANCE- ENVELOPE | X |
| EN-103 | ENERGY COMPLIANCE - ENVELOPE | X |
| EN-201 | ENERGY LIGHTING PLAN CELLAR | X |
| EN-202 | ENERGY LIGHTING PLAN 1ST FLOOR | X |
| EN-203 | ENERGY LIGHTING PLAN 2ND FLOOR | X |
| EN-204 | ENERGY LIGHTING PLAN 3RD-6TH FLOOR | X |
| EN-205 | ENERGY LIGHTING PLAN 7TH-10TH FLOOR | X |
| EN-206 | ENERGY LIGHTING PLAN 11TH-12TH FLOOR | X |
| EN-207 | ENERGY LIGHTING PLAN 13TH - 15TH FLOOR | X |
| EN-208 | ENERGY LIGHTING PLAN ROOF | X |
| | | |
| TC-001 | TELECOM SYMBOLS, ABBREVIATIONS, NOTES & DRAWING LIST | X |
| TC-101 | TELECOM PLAN CELLAR | X |
| TC-102 | TELECOM PLAN 1ST FLOOR | X |
| TC-103 | TELECOM PLAN 2ND FLOOR | X |
| TC-104 | TELECOM PLAN 3RD-6TH FLOORS | X |
| TC-105 | TELECOM PLAN 7TH-10TH FLOORS | X |
| TC-106 | TELECOM PLAN 11TH-12TH FLOORS | X |
| TC-107 | TELECOM PLAN 13TH-15TH FLOORS | X |
| TC-500 | TELECOM RISER DIAGRAM | X |
| TC-501 | INTERCOM RISER DIAGRAM | X |
| | | 298 TOTAL |

# Exhibit 1.8

## Site Plan Showing Retail Space for Phase 1 and Phase 4



| COMMERCIAL AREA TOTAL | | | |
|---|---|---|---|
| | FLOOR 1 | FLOOR 2 | SUBTOTAL |
| BUILDING B | 38,184 SF | 0 SF | 38,184 SF |
| BUILDING C | 31,636 SF | 20,829 SF | 52,465 SF |
| KIOSK | 400 SF | 0 SF | 400 SF |
| TOTAL COMMERCIAL GSF | | | 91,049 SF |

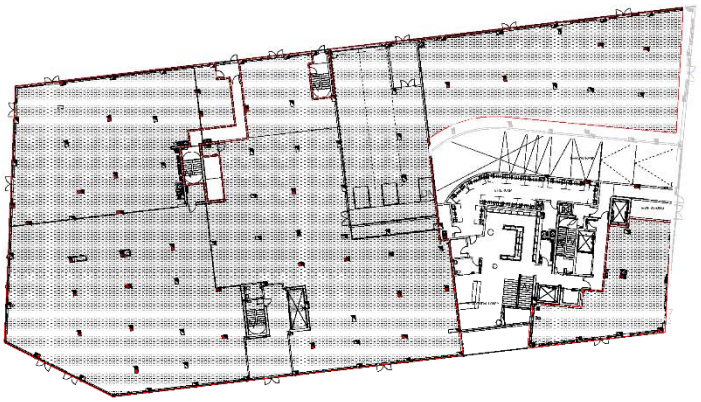
1 B-FLOOR 1 COMMERCIAL BOUNDARY
1/32" = 1'-0"

FAR ROCKAWAY-PHASE 1 BLOCK B

BUILDING B - COMMERCIAL BOUNDARY - FLOOR 1 SK-301.

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02/06/2018



| COMMERCIAL AREA TOTAL | | | |
|---|---|---|---|
| | FLOOR 1 | FLOOR 2 | SUBTOTAL |
| BUILDING B | 38,184 SF | 0 SF | 38,184 SF |
| BUILDING C | 31,636 SF | 20,829 SF | 52,465 SF |
| KIOSK | 400 SF | 0 SF | 400 SF |
| TOTAL COMMERCIAL GSF | | | 91,049 SF |

1 C-FLOOR 1 COMMERCIAL BOUNDARY
1/32" = 1'-0"

1609-FAR ROCKAWAY-PHASE 1 BLOCK C

BUILDING C - COMMERICIAL BOUNDARY - FLOOR 1 SK-302.

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02/07/2018

Exhibit 1.8 - 2 Site Plan Showing Retail Space for Phase I and Phase 4



| COMMERCIAL AREA TOTAL | | | |
|---|---|---|---|
| | FLOOR 1 | FLOOR 2 | SUBTOTAL |
| BUILDING B | 38,184 SF | 0 SF | 38,184 SF |
| BUILDING C | 31,638 SF | 20,829 SF | 52,465 SF |
| KIOSK | 400 SF | 0 SF | 400 SF |
| TOTAL COMMERCIAL GSF | | | 91,049 SF |

**1** C-FLOOR 2 COMMERCIAL BOUNDARY
1/32" = 1'-0"

**1609-FAR ROCKAWAY-PHASE 1 BLOCK C**

**Marvel Architects**
145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420

BUILDING C - COMMERCIAL BOUNDARY - FLOOR 2 SK-303.

02/07/2018

Exhibit 1.8 - 3 Site Plan Showing Retail Space for Phase I and Phase 4

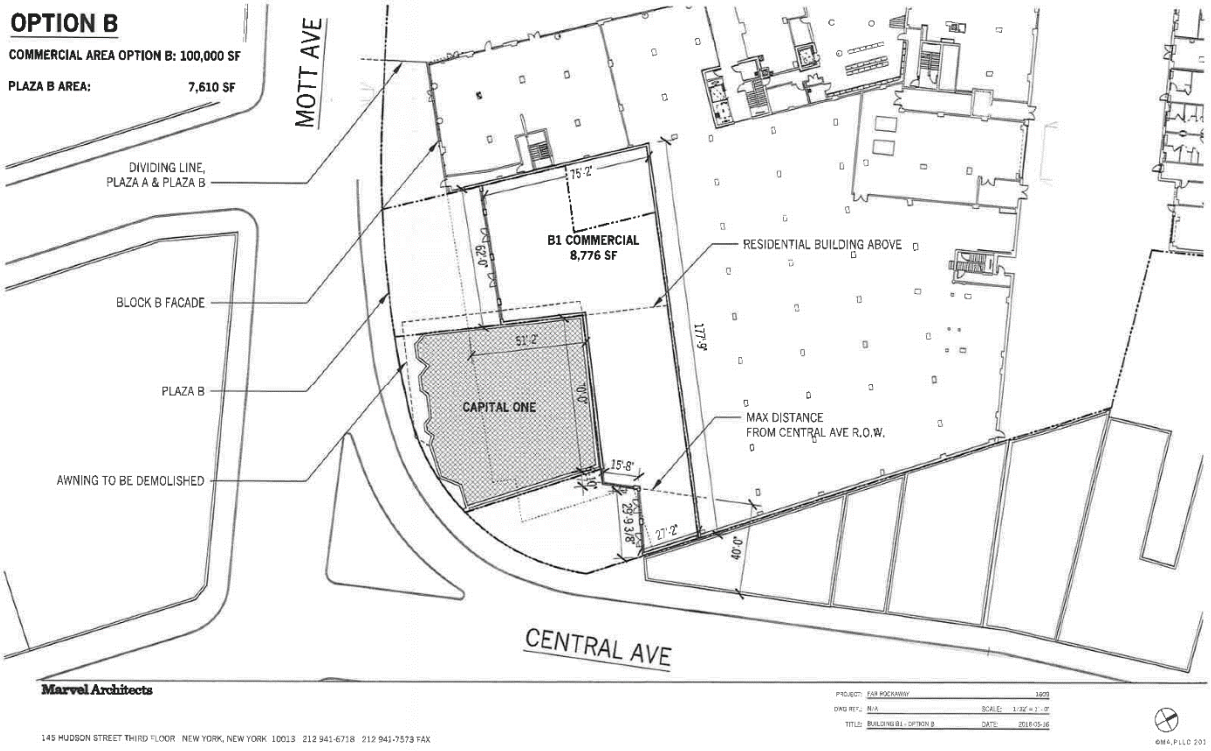



Exhibit 1.8 - 4 Site Plan Showing Retail Space for Phase I and Phase 4

# Exhibit 1.9

## Memorandum of Lease

MEMORANDUM OF LEASE
BETWEEN
MOTT CENTER, LLC, LANDLORD
AND
REDFERN FRP LLC, TENANT

Dated: _____, 2018

| | |
|---|---|
| Address: | 20-02 Mott Avenue, Redfern Avenue, 17-27 Redfern Avenue, 17-25 Redfern Avenue, Redfern Avenue, 17-07 Redfern Avenue, Augustina Avenue, 13-25 Bayport Place, 15-08 Central Avenue, Central Avenue |
| Block: | 15537 |
| Lots: | 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130 |
| County: | Queens |
| City and State: | New York |

Record and Return to:

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum"), dated as of _____, 2018 is by and between MOTT CENTER, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423, as landlord ("Landlord"), and REDFERN FRP LLC, a New York limited liability company, having an address at c/o Phipps Houses, 902 Broadway, 13th Floor, New York, New York 10010, as tenant ("Tenant").

Landlord and Tenant hereby acknowledge the following:

1. Lease

Landlord and Tenant have entered into a certain lease of Landlord's interest in the Premises (as hereinafter defined), dated as of _____, 2018 (the "Lease").

2. Date of Execution of Lease

_____, 2018 (the "Effective Date")

3. Name and Address of Landlord

MOTT CENTER, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

4. Name and Address of Tenant

REDFERN FRP LLC
c/o Phipps Houses
902 Broadway, 13th Floor
New York, New York 10010

5. Description of Leased Premises in the Form Contained in the Lease

The "Premises" consist of that certain real property located in Far Rockaway, New York, and identified on the New York City Tax Map for the Borough of Queens as Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130, which real property is more particularly described on Schedule A attached hereto (the "Land") and the Buildings (as defined on Schedule B attached hereto).

6. Initial Term of Lease and Extension Terms

The term of the Lease is to commence on the date when certain conditions precedent set forth in the Lease are met, including, without limitation, that Tenant has closed on construction financing satisfactory to Tenant ("Commencement Date") and to terminate on the day which

immediately precedes the 99th anniversary of the Commencement Date (the "Fixed Expiration Date"), unless sooner terminated in accordance with the terms and provisions of the Lease.

7. Purchase Option

Tenant has the right to purchase the Premises, which right shall be exercised within a period of time that is stated in the Lease, subject to the terms set forth in the Lease.

8. Put Option

Landlord has the right to sell the Premises to Tenant, which right shall be exercised by Landlord during a period of time set forth in the Lease, subject to the terms set forth in the Lease.

9. Restrictions on Use of Tenant's Retail Space

In the event that Tenant enters into retail subleases with subtenants for certain retail space in the Premises, such subleases will be subject to restrictions on the use of such space, as set forth in the Lease.

10. Counterparts.

This Memorandum may be executed in one or more counterparts, each such counterpart being deemed an original hereof and all such counterparts taken together constituting one and the same instrument.

11. Terms of Lease Govern

This Memorandum of Lease is intended solely to summarize certain of the provisions of the Lease, for filing purposes only, in compliance with the provisions of Article 9 of the Real Property Law of the State of New York. This Memorandum of Lease is not intended to modify, amend, supplement or otherwise add to any of the terms, conditions and provisions of the Lease and, in the event of any inconsistencies between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease will prevail.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark
Its sole member

By: _____
Elizabeth Farrell, Administratrix, cta

TENANT:

REDFERN FRP LLC

By: _____
Name:_____
Title:_____

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

On ____ __, ____ before me, _____, personally appeared Elizabeth Farrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and seal this ___ day of ____, ____.

_____
Notary Public

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

On ____ __, ____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and seal this ___ day of ____, ____.

_____
Notary Public

**SCHEDULE A**
**TO**
**MEMORANDUM OF LEASE**

**DESCRIPTION OF PREMISES**

Queens County, Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130

ALL that certain plot 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 corner formed by the intersection of the easterly side of Redfern Avenue (60 feet wide) with the northerly side of Mott Avenue (60 feet wide);

RUNNING THENCE South 87 degrees 50 minutes 28 seconds East along the northerly side of Mott Avenue 80.94 feet to an angle point;

RUNNING THENCE South 87 degrees 40 minutes 20 seconds East continuing along the northerly side of Mott Avenue, 166.24 feet to a point of curvature;

RUNNING THENCE easterly continuing along the northerly side of Mott Avenue, along a curve bearing to the left having a radius of 507.52 feet an arc length of 102.12 feet to a point;

RUNNING THENCE North 06 degrees 54 minutes 13.6 seconds West, 84.09 feet to a point;

RUNNING THENCE North 83 degrees 05 minutes 46.4 seconds East, 70.00 feet to a point;

RUNNING THENCE South 17 degrees 54 minutes 25.6 seconds East, 63.09 feet to the westerly side of Central Avenue (irregular width);;

RUNNING THENCE northerly along the westerly side of Central Avenue, along a curve bearing to the left having a radius feet of 95.00 feet an arc length of 61.51 feet to a point of tangency;

RUNNING THENCE continuing along the westerly side of Central Avenue North 07 degrees 54 minutes 11.4 seconds East, 0.04 feet to a point;

RUNNING THENCE North 17 degrees 54 minutes 26 seconds West, 244.81 feet to a point;

RUNNING THENCE North 75 degrees 59 minutes 14 seconds West, 73.00 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE northerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 934.00 feet an arc length of 205.90 feet being subtended by a chord bearing North 00 degrees 01 minutes 04.4 seconds East a chord distance of 205.48 feet to a point;

RUNNING THENCE North 14 degrees 34 minutes 10.38 seconds West continuing along the land now or formerly of the Long Island Railroad, 84.92 feet to a point;

RUNNING THENCE South 76 degrees 11 minutes 58 seconds East, 267.73 feet to the westerly side of Central Avenue;

RUNNING THENCE along the westerly of Central Avenue, North 13 degrees 01 minutes 5.6 seconds East, 100.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 100.00 feet to a point;

RUNNING THENCE South 13 degrees 01 minutes 5.6 seconds West, 50.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 125.00 feet to a point;

RUNNING THENCE North 13 degrees 01 minutes 5.6 seconds East, 100 feet to the southerly side of Bayport Place (50 feet wide);

RUNNING THENCE along the southerly side of Bayport Place, North 76 degrees 11 minutes 58 seconds West, 109.30 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE along the land now or formerly of the land now or formerly of the Long Island Railroad North 10 degrees 31 minutes 50 seconds West, 50.90 feet to a point;

RUNNING THENCE continuing along the land now or formerly of the Long Island Railroad North 06 degrees 31 minutes 58 seconds West, 3.86 feet to the northerly side of Bayport Place;

RUNNING THENCE easterly along the northerly side of Bayport Place, South 76 degrees 11 minutes 58 seconds East, 106.58 feet to the westerly side of Augustina Avenue (50’ wide);

RUNNING THENCE along the westerly side of Augustina Avenue, North 13 degrees 50 minutes 18.2 seconds East, 150.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 162.26 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE along the land now or formerly of the Long Island Railroad South 06 degrees 31 minutes 58 seconds West, 60.20 to a point;

RUNNING THENCE northerly continuing along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 2795.93 feet subtended by a chord bearing North 03 degrees 47 minutes 17 seconds West an arc length of 72.52 feet to a point;

RUNNING THENCE North 75 degrees 55 minutes 00 seconds West, 105.13 feet to the northerly boundary of the land now or formerly of the Long Island Railroad;

RUNNING THENCE Southerly along the land now or formerly of the Long Island Railroad the following three (3) courses and distances;

THENCE along a curve bearing to the left having a radius of 3260.78 feet an arc length of 106.86 feet, being subtended by a chord bearing South 03 degrees 47 minutes 55 seconds East to a point;

THENCE South 05 degrees 08 minutes 18 seconds East, 51.00 feet to a point;

THENCE along a curve bearing to the right having a radius of 1115.28 feet an arc length of 267.26 feet being subtended by a chord bearing South 01 degree 45 minute 19 seconds West a chord length of 266.62 feet to a point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 104.28 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE along the easterly side of Redfern Avenue, South 13 degrees 14 minutes 53 seconds West, 22.00 feet to a point;

RUNNING THENCE South 76 degrees 45 minutes 07 seconds East, 105.85 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 1115.28 feet an arc length of 72.04 feet being subtended by a chord bearing South 11 degrees 36 minutes 14 seconds West a chord length of 72.03 feet to point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 107.91 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West along the easterly side of Redfern Avenue, 24.00 feet to a point;

RUNNING THENCE South 76 degrees 45 minutes 07 seconds East, 107.57 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 1115.28 feet an arc length of 26.32 feet being subtended by a chord bearing South 15 degrees 21 minutes 49 seconds West a chord distance of 26.32 feet to a point;

RUNNING THENCE South 16 degrees 21 minutes 24 seconds West, 25.49 feet to a point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 105.22 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West, along the easterly side of Redfern Avenue, 113.10 feet to a point;

RUNNING THENCE North 75 degrees 30 minutes 20 seconds East, 10.96 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE South 11 degrees 26 minutes 04 Seconds West along the easterly side of Redfern Avenue, 25.78 feet to point;

RUNNING THENCE North 75 degrees 31 minutes 32 seconds East, 102.27 feet to the land now or formerly of the Long Island Railroad;

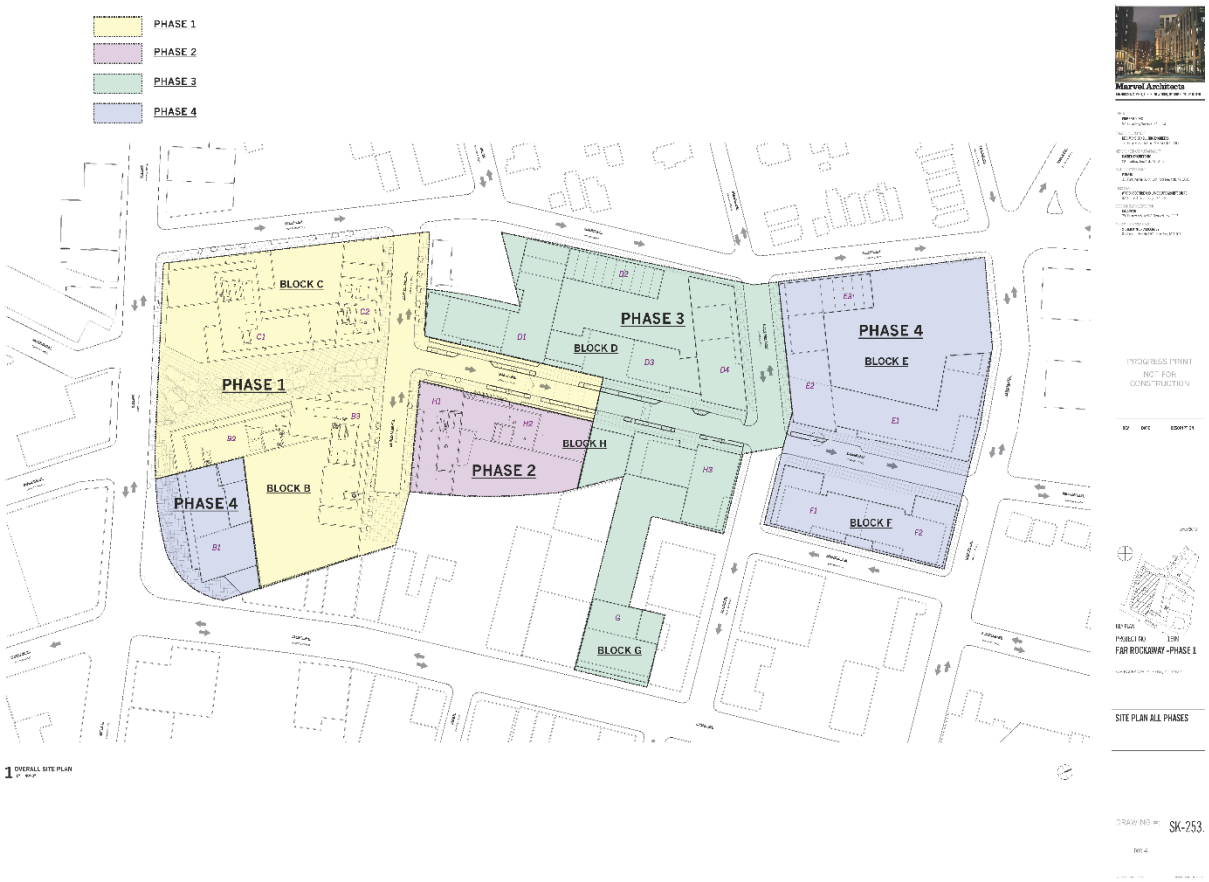
RUNNING THENCE Southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the left having a radius of 850.02 feet an arc length of 127.88 feet being subtended by a chord bearing South 10 degrees 02 minutes 34 seconds West a chord length of 127.76 feet to a point;

RUNNING THENCE North 87 degrees 35 minutes 55.5 seconds West, 77.39 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE Southerly along the easterly side of Redfern Avenue South 6 degrees 52 minutes 55.5 seconds East, 360.96 feet to the corner the point or place of BEGINNING

# Exhibit 1.10

## Master Site Plan



# Exhibit 1.15

## Project Completion Guaranty

# PROJECT COMPLETION GUARANTY

This **PROJECT COMPLETION GUARANTY** (this "**Guaranty**") is entered into as of the __ day of _____, 2018, by [**GUARANTOR**], a[n] [Jurisdiction] [entity type] ("**Guarantor**"), for the benefit of Mott Center, LLC, a New York limited liability company ("**Landlord**").

## RECITALS:

Redfern FRP LLC, a New York limited liability company, ("**Tenant**") and Landlord have entered into that certain Replacement Lease, dated as of _____ __, 2018 (the "**Phase 1 Replacement Lease**")[1][2] whereby Tenant leases from Landlord certain real property located in Far Rockaway, New York, which real property is more particularly described on Exhibit 1 attached hereto (the "**Phase 1 Land**").

Pursuant to the Phase 1 Replacement Lease, Tenant will construct a mixed-use residential and retail project (the "**Phase 1 Project**" and together with the Land, the "**Phase 1 Premises**") on the Land and stage construction over several phases;

As a condition to entering into the Lease, Landlord requires that Guarantor execute this Guaranty.

Guarantor will directly or indirectly derive a material financial benefit from the consummation of the Phase 1 Replacement Lease.

NOW, THEREFORE, in order to induce Landlord to enter into the Phase 1 Replacement Lease with Tenant, and in consideration thereof, Guarantor agrees as follows:

1. **Defined Terms**. Capitalized terms used but not defined in this Guaranty shall have the meanings assigned to them in the Phase 1 Replacement Lease.

2. **Scope of Guaranty**. Guarantor represents to Landlord that Guarantor has a direct or indirect ownership interest in Tenant and/or will otherwise derive a material financial benefit from the consummation of the Phase 1 Replacement Lease.

(i) Commencing on the Effective Date, Guarantor hereby does unconditionally guaranty to Landlord (the "**Effective Date Guaranteed Obligations**") that, in the event that the notices to vacate are delivered to the Continuing Tenants and the Commencement Date does not occur on or prior to the Outside Commencement Date, Tenant will, in accordance with Section 12.1(a) of the Phase 1 Replacement Lease, pay to Landlord an amount equal to any and all losses, costs and damages accruing to Landlord therefrom

[1] If Tenant elects not to complete the Project in phases, all references to "Phase 1 Replacement Lease" shall refer to the "Lease" and all other references to Phase 1 shall be deleted..

[2] Project Completion Guaranty for Phase 4 of the Project shall refer to "Phase 4 Replacement Lease" and all other applicable terms shall refer to Phase 4 rather than Phase 1.

(including, without limitation, reasonable attorneys' fees), provided that Tenant's liability for such losses and damages shall not exceed $500,000.

(ii) Commencing on the Commencement Date, Guarantor hereby does unconditionally guaranty to Landlord the following (collectively, the "**Commencement Date Guaranteed Obligations**", and together with the Effective Date Guaranteed Obligations, the "**Guaranteed Obligations**"):

(A) that Tenant will complete the [Phase 1 Project], in accordance with and in the manner set forth in the Phase 1 Replacement Lease and substantially in accordance with the Plans and Specifications approved by Landlord (subject to any changes thereto permitted by the Phase 1 Replacement Lease);

(B) that Tenant will pay the amounts owed to the Continuing Tenants by Tenant as set forth in Section 12.1(a) of the Phase 1 Replacement Lease;

(C) that Tenant will pay and discharge, or otherwise release, all mechanic's and materialmen's liens or claims therefor imposed or alleged against the Phase 1 Premises arising from Tenant's construction of the Phase 1 Project to the end that there shall be no mechanic's, materialmen's or other like liens or claims outstanding against the Phase 1 Premises arising from Tenant's construction of the Phase 1 Project; [3]

(D) that Tenant will, in accordance with Section 22.11 of the Phase 1 Replacement Lease, pay all common charges payable by the Residential Unit Owners under the Required Condominium Documents during the Lease Non-Termination Period.

If Tenant shall fail to duly and punctually perform and observe any of the Guaranteed Obligations, then upon demand by Landlord, Guarantor forthwith will itself, at its own expense, do, promptly perform and observe such Guaranteed Obligations. In the case of any payment to be made by Guarantor, such payment shall be made within ten (10) business days following demand therefor, and any amounts not paid within such time shall accrue interest at the Late Charge Rate, from the earlier of the date of demand therefor or such other date as may be provided under the Phase 1 Replacement Lease.

3. **Guarantor's Obligations Survive Lease Termination**. The obligations of Guarantor under this Guaranty shall survive any termination of the Phase 1 Replacement Lease.

4. **Guaranty of Payment and Performance**. Guarantor's obligations under this Guaranty constitute an unconditional and continuing guaranty of payment and performance and not merely a guaranty of collection. Guarantor hereby irrevocably and unconditionally covenants and agrees that Guarantor is liable for the Guaranteed Obligations as a primary obligor. The

[3] If Tenant elects not to complete the Project in phases or if the Replacement Lease pertaining to any phase of construction includes any Tenant's Land (as defined in such Replacement Lease), then the following shall be added as an additional Guaranty:

"(iv) that Tenant will indemnify Landlord against claims concerning the condition of Tenant's Land (and other matters concerning Tenant's Land that arose prior to the date when Tenant conveys Tenant's Land to Landlord pursuant to Section 13.1(b) of the Phase [_] Replacement Lease) in each case as and to the extent provided in the Phase [_] Replacement Lease."

Guaranteed Obligations and this Guaranty are separate, distinct and in addition to any liability and/or obligations that Tenant or Guarantor may have under any other guaranty or indemnity executed by Tenant or Guarantor in connection with the Phase 1 Replacement Lease, and no other agreement, guaranty or indemnity executed in connection with the Phase 1 Replacement Lease shall act to reduce or set off any of Guarantor's liability hereunder.

5. **Unconditional Guaranty**. The obligations of Guarantor under this Guaranty shall be performed without demand by Landlord and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability, in whole or in part, of the Guaranteed Obligations or the Phase 1 Replacement Lease, and without regard to any other circumstance which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Guarantor hereby waives the benefit of all principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and agrees that Guarantor's obligations shall not be affected by any circumstances, whether or not referred to in this Guaranty, which might otherwise constitute a legal or equitable discharge of a surety or a guarantor. Guarantor hereby waives the benefits of any right of discharge under any and all statutes or other laws relating to a guarantor or a surety, and any other rights of a guarantor or a surety, thereunder. Without limiting the generality of the foregoing, Guarantor hereby waives, to the fullest extent permitted by law, presentment, demand for payment, protest, all notices with respect to the Phase 1 Replacement Lease which may be required by statute, rule of law or otherwise to preserve Landlord's rights against Guarantor under this Guaranty, including, but not limited to, notice of acceptance, notice of any amendment of the Phase 1 Replacement Lease, notice of the occurrence of any default or Event of Default, notice of intent to accelerate, notice of acceleration, notice of dishonor, notice of protest, and notice of the incurring by Tenant of any obligation or indebtedness. Guarantor also waives, to the fullest extent permitted by law, all rights to require Landlord to (a) proceed against Tenant or any other guarantor of Tenant's payment or performance with respect to the Phase 1 Replacement Lease (an "**Other Guarantor**"), (b) if Tenant or any Other Guarantor is a partnership, proceed against any general partner of Tenant or the Other Guarantor, (c) pursue any other remedy it may now or hereafter have against Tenant, or, if Tenant is a partnership, any general partner of Tenant or (d) record the Phase 1 Replacement Lease or to file any financing statement or to otherwise enforce, perfect, protect, secure or insure any lien or security interest given as security in connection with the Phase 1 Replacement Lease. Guarantor further waives, to the fullest extent permitted by applicable law, any defenses that could arise with respect to an amendment or modification of the Guaranteed Obligations by operation of law, action of any court or the amendment of the Phase 1 Replacement Lease.

6. **Modification of Lease**. At any time or from time to time and any number of times, without notice to Guarantor and without affecting the liability of Guarantor, (a) the time for payment of the Continuing Tenant Payments may be extended, waived or amended; (b) the time for Tenant's performance of or compliance with any covenant or agreement contained in the Phase 1 Replacement Lease, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; and (c) the Phase 1 Replacement Lease may be modified or amended by Landlord and Tenant in any respect.

7. **Joint and Several Liability**. If more than one person executes this Guaranty, the obligations of those persons under this Guaranty and any Other Guarantor shall be joint and several. Landlord, in its sole and absolute discretion, may (a) bring suit against Guarantor, or any

one or more of the persons constituting Guarantor, and any Other Guarantor, jointly and severally, or against any one or more of them; (b) compromise or settle with any one or more of the persons constituting Guarantor or any Other Guarantor for such consideration as Landlord may deem proper; (c) release one or more of the persons constituting Guarantor, or any Other Guarantor, from liability; and/or (d) otherwise deal with Guarantor and any Other Guarantor, or any one or more of them, in any manner, and no such action shall impair the rights of Landlord to collect from Guarantor any amount guaranteed by Guarantor under this Guaranty. Nothing contained in this paragraph shall in any way affect or impair the rights or obligations of Guarantor with respect to any Other Guarantor.

8. **Waiver of Subrogation**. Guarantor agrees to withhold the exercise of any and all subrogation and reimbursement rights against Tenant, and Guarantor shall have no right of, and hereby waives any claim for, subrogation or reimbursement against Tenant or any managing member or general partner of Tenant by reason of any payment by Guarantor under this Guaranty, whether such right or claim arises at law or in equity or under any contract or statute, until (i) all obligations owed to Landlord under the Phase 1 Replacement Lease have been fully performed, (ii) there has expired the maximum possible period thereafter during which any payment made by Tenant with respect to the **[**Phase 1 Project**]** could be deemed a preference under the United States Bankruptcy Code and (iii) Landlord has released, transferred or disposed of all its right, title and interest in such collateral or security.

9. **Preference**. If any payment by Tenant is held to constitute a preference under any applicable bankruptcy, insolvency, or similar laws, or if for any other reason Landlord is required to refund any sums to Tenant, such refund shall not constitute a release of any liability of Guarantor under this Guaranty. It is the intention of Landlord and Guarantor that Guarantor's obligations under this Guaranty shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

10. **Reinstatement**. If at any time any payment of any amounts due under the Phase 1 Replacement Lease by Tenant with respect to the Work, Guarantor or any other Person is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of Tenant or Guarantor or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated as though such payment has been due but not made at such time.

11. **Guarantor's Financial Condition**. Guarantor hereby represents and warrants to Landlord that as of the date hereof and throughout the term of this Guaranty, and after giving effect to this Guaranty and the contingent obligation evidenced hereby, Guarantor is and will be solvent and has and, until termination of this Guaranty in accordance with Section 27 hereof, will have (i) a net worth computed in accordance with generally accepted accounting principles of not less than $5,000,000 at all times during the prosecution of the Work and (ii) Liquid Assets of not less than $5,000,000 at all times during the prosecution of the Work, except, with respect to (i) and (ii), to the extent diminished as a result of any payment pursuant to this Guaranty or pursuant to any guaranty or indemnification in favor of any of Tenant's Mortgagees or Tenant's investor member/limited partner or in favor of Tenant's or its Affiliate's lenders or investors for any other Phase of the Project. Guarantor hereby covenants and agrees that during the term of this Guaranty, it shall not sell, pledge, mortgage or otherwise transfer any of its assets, or any interest therein, except pursuant to this Guaranty or any guaranties and indemnifications in favor of Tenant's

lenders and investors or in favor of Tenant's or its Affiliate's lenders or investors for any other Phase of the Project.

12. **Determinations by Landlord**. Except to the extent expressly set forth in this Guaranty to the contrary, in any instance where the consent or approval of Landlord may be given or is required, or where any determination, judgment or decision is to be rendered by Landlord under this Guaranty, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by Landlord, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

13. **Governing Law**. This Guaranty shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law principles of the State of New York that would require the application of the laws of a jurisdiction other than the State of New York.

14. **Consent to Jurisdiction and Venue**. Guarantor agrees that any controversy arising under or in relation to this Guaranty shall be litigated exclusively in the State of New York. The state and federal courts and authorities with jurisdiction in the State of New York shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Guaranty. Guarantor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Landlord's right to bring any suit, action or proceeding relating to matters arising under this Guaranty against Guarantor or any of Guarantor's assets in any court of any other jurisdiction.

15. **Successors and Assigns**. This Guaranty shall be binding upon Guarantor and its successors, successors-in-interest and assigns, as appropriate, and shall inure to the benefit of the Landlord and its successors, successors-in-interest and assigns. The terms used to designate any of the parties herein shall be deemed to include the successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities. Guarantor acknowledges and agrees that Landlord, at its option, may assign its respective rights and interests under this Guaranty and the Phase 1 Replacement Lease in whole or in part and upon such assignment all the terms and provisions of this Guaranty or the Phase 1 Replacement Lease shall inure to the benefit of such assignee to the extent so assigned. Guarantor may not assign or delegate its rights, interests or obligations under this Guaranty without first obtaining Landlord's prior written consent.

16. **Severability**. The invalidity, illegality or unenforceability of any provision of this Guaranty shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

17. **Expenses**. Guarantor shall pay to Landlord, upon demand, the amount of any and all expenses, including, without limitation, reasonable attorneys' fees, which Landlord may incur in connection with (a) the exercise or enforcement of any of its rights hereunder, (b) the failure by Guarantor to perform or observe any of the provisions hereof, or (c) the breach by Guarantor of any representation or warranty of Guarantor set forth herein. Guarantor shall also pay to Landlord

interest on such expenses computed at the Late Charge Rate from the date on which such expenses are incurred to the date of payment thereof.

18. **Remedies Cumulative**. In the event of Guarantor's default under this Guaranty, Landlord may exercise all or any one or more of its rights and remedies available under this Guaranty, at law or in equity. Such rights and remedies shall be cumulative and concurrent, and may be enforced separately, successively or together, and the exercise of any particular right or remedy shall not in any way prevent Landlord from exercising any other right or remedy available to Landlord. Landlord may exercise any such remedies from time to time as often as may be deemed necessary by Landlord.

19. **No Agency or Partnership**. Nothing contained in this Guaranty shall constitute Landlord as a joint venturer, partner or agent of Guarantor, or render Landlord liable for any debts, obligations, acts, omissions, representations or contracts of Guarantor.

20. **Entire Agreement; Amendment and Waiver**. This Guaranty contains the complete and entire understanding of the parties with respect to the matters covered herein. Guarantor acknowledges that Guarantor has received a copy of the Phase 1 Replacement Lease. This Guaranty may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Guaranty shall be considered as a general waiver.

21. **Further Assurances**. Guarantor shall at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary or desirable, or that Landlord may reasonably request, in order to protect any right or interest granted by this Guaranty or to enable Landlord to exercise and enforce its rights and remedies under this Guaranty.

22. **Notices; Change of Guarantor's Address**. All notices given under this Guaranty shall be in writing and shall be sent to the respective addresses of the parties, in the manner set forth in the Phase 1 Replacement Lease. Notices to Guarantor shall be sent to the address of Guarantor, at the address set forth below Guarantor's signature block to this Guaranty. Guarantor agrees to notify Landlord (in the manner for giving notices provided in the Phase 1 Replacement Lease) of any change in Guarantor's address within ten (10) Business Days after such change of address occurs.

23. **Captions**. The captions of the sections of this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.

24. **Landlord as Third Party Beneficiary**. Landlord shall be a third party beneficiary of this Guaranty for all purposes.

25. **Waiver of Trial by Jury**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF GUARANTOR AND LANDLORD (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS GUARANTY OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS

TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

26. **Time of the Essence**. Time is of the essence with respect to this Guaranty.

27. **Termination**. So long as Tenant is not then in default beyond applicable notice and cure periods under any terms, covenants or conditions under the Phase 1 Replacement Lease which are guaranteed by Guarantor hereunder, this Guaranty shall automatically terminate upon the latest to occur of (i) the Delivery Date for the Phase 1 Retail Space, (ii) the date Tenant furnishes Landlord with an affidavit and lien waiver that complies with the mechanic's lien law of the State of New York, showing that the general contractor has been paid for all work, material and labor furnished for the Phase 1 Retail Space, other than punch list items, (iii) the expiration of any applicable statutes of limitations for the attachment of any mechanic's or materialman's liens on the Phase 1 Retail Space and (iv) the expiration of the Lease Non-Termination Period. Upon such termination Landlord shall, at the request of Tenant, deliver a written termination of this Guaranty in form reasonably acceptable to Landlord and Tenant.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Project Completion Guaranty or caused this Project Completion Guaranty to be duly executed and delivered by its authorized representative as of the date first set forth above.

**GUARANTOR:**

[GUARANTOR SIGNATURE BLOCK]
By: _____
Name:
Title:
Date:_____

Guarantor's Address for Notices:

[Guarantor Notice Block]

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year ____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

_____
Notary Public

[SEAL]

Notary expiration date: _____

# Exhibit 1

## The Land

## Exhibit 1.16

### Title Matters

1. Survey Reading

2. Reciprocal Driveway Easement between Buckeye Construction Co. and Peter J. Murphy and Johana Murphy recorded 4/24/1925 in Liber 2731 page 317. (As to Block 15537 Lots 51 & 53)

3. One dollar condemnation clause contained in deed from the City of New York to Joseph R. Spellman dated December 17, 1952 and recorded January 4, 1953 in Liber 6461 page 183. (As to Block 15537 Lot 46)

4. Agreement recorded 8/29/1961 in Liber 7354 Page 136 made by the City of New York with The Long Island Railroad Company.

5. Agreement recorded 4/29/66 in Record Liber 109 Page 72 with Long Island Lighting Company. (As to Block 15537 Lot 1) (subject to the obligations of the parties to share the cost of removal as set forth in Section 2.2(b)(iii))

6. Easement as contained in deed recorded 6/28/1966 in Record Liber 160 page 156. (Burdens Tax Lot 1 Benefits Tax Lot 5 in Block 15537)

7. Covenants and Restrictions contained in Deed recorded 6/28/1966 in Record Liber 160 page 156.

8. The following sidewalk violations:

    a. No. 1317/02 Filed 10/1/2002 (Lot 46)

    b. No. 1308-02 Filed 10/1/2002 (Lot 59)

9. Order (Hazardous Substance Emergency Response) recorded 10/7/1992 in Reel 3417 page 2442. (As to Block 15537 Lot 46)

10. Order (Hazardous Substance Emergency Response) recorded 10/7/1992 in Reel 3417 page 2446. (As to Block 15537 Lot 50)

11. Order (Hazardous Substance Emergency Response) recorded 10/7/1992 in Reel 3417 page 2450. (As to Block 15537 Lot 51)

12. Order (Hazardous Substance Emergency Response) recorded 10/7/1992 in Reel 3417 page 2454. (As to Block 1553 7 Lot 59)

13. Order (Hazardous Substance Emergency Response) recorded 10/7/1992 in Reel 3417 page 2434. (As to Block 15537 Lot 100)

14. Order (Hazardous Substance Emergency Response) recorded 10/7/1992 in Reel 3417 page 2438. (As to Block 15537 Lot 112)

[With regard to Exceptions 9 thorough 14, Landlord shall be responsible for the payment of any fines or penalties in connection with the orders comprising such exceptions that exists prior to the Effective Date. Tenant shall be responsible for curing any condition giving rise to such orders and any other orders or other directive to cure environmental conditions at the Premises and for the payment of all fines and penalties arising therefrom.]

15. A portion of the premises described, together with encroaching improvements, if any, lies in the bed of Redfern Avenue and Nameoke Avenue, as same is laid out on the Final Map of the City of New York. This portion of the premises is subject to the restrictive use imposed by the provisions of Section 35 of the General City Law.

# Exhibit 1.17

## White Box Conditions

**1. Structure**

- The structure will be cast in place concrete.
- Floor slab will be 12" thick, be designed for a live load of 100 psf, and a dead load of tenant finishes of 20 psf.
- Embedded conduit will not be provided in concrete floors/ceilings for Lessee architectural finishes such as lighting, security, outlets…etc.
- Floor slab is specified to achieve a FF 17 (Flatness F-Number = 17), or ¼" in 10'
- Any fire stopping required by code for utilities entering this space shall be the responsibility of the lessor.
- Concrete columns will be left exposed.
- There will be construction markings on the floors, columns, and ceilings at the time of turnover. Lessee is responsible for the removal of said markings if finished concrete is part of the architectural appearance of the Lessee's space.
- Floor will be unfinished concrete slab, poured to the elevation indicated in Exhibit C.

**2. Demising Walls**

- Demising wall between Tenant and Residential Spaces shall be 8" filled CMU or poured concrete. It will have a two-hour Fire rating and an STC rating of 50.
- Demising wall between Tenant and other Tenants shall be gypsum wall board on metal stud (16 ga, or as specified by engineer) construction. It will have a two-hour Fire rating and an STC rating of 50.
- Fire stopping as required by building codes, of any penetrations thru demising walls, elevator shaft walls, MEP shafts / chases for utilities provided to the tenant by the owner as part of this agreement shall be the responsibility of the Lessor.

**3. Storefront / Façade**

- Storefront and doors to be designed and constructed by Lettire Construction Corp.
- Storefronts system shall incorporate insulated glass and thermally broken frames, approved by Marvel Architects
- Fenestration shall be as depicted in Exhibit B.

**4. Mechanical**

- All ventilation, exhaust, smoke control, air conditioning heating systems and other applicable mechanical services applicable to this use are to be engineered, supplied and installed by the Lessee subject to Landlord's approval.
- Building MEPS systems will be designed to accommodate design and installation of an HVAC system as follows:
- Louvers – Refer to mechanical floorplans for free area of louvers.
- Capped water connection will be provided in the retail space for the Lessee's use.
- DX air conditioning unit; Air cooled, self-contained, sized per required loads and VAV terminal boxes as required (By Lessee)
- Hot water baseboard heat at perimeter glass only (By Lessee).

**5. Electrical and Low Voltage Systems**

- Electric - One (1) 200 amp three phase electric service from direct meter. Lessor will

install switchgear in location to be determined by Lessor. Lessee to provide all distribution; distribution panels, wiring, and conduits from the switchgear. Electric usage to be billed directly to Lessee by Con Ed.

- Phone / data – Lessor to provide one (1) 2' conduit to the telecommunication room. Lessee to provide all phone / data conduit, wiring, equipment and devices for their use.
- Light fixtures will be installed in the retail space only as required by the NYC DOB to obtain a TCO for the building; it will be the responsibility of the Lessee to remove same, if required, during construction in the retail space.

**6. Plumbing**

- Gas – Lessor to provide one locked gas line in meter room for lessee's use if required. Lessee will supply and install gas meter, booster pump if required, piping form meter room and will be responsible for all National Grid and NYC DOB sign-offs. (need agreed upon path)
- Domestic Water – Master domestic water service meter will be sub-metered to enable billing for Lessee's usage. Lessor shall provide domestic water stub-in. (Location to be coordinated.) Lessee is responsible for equipment necessary for domestic hot water.
- Sanitary Vent A capped vent line will be provided in the retail space for the Lessee's use. (Location to be coordinated).
- Sanitary – A capped sanitary line will be provided in the retail space for the Lessee's use. (Location to be coordinated).
- Sprinkler – Lessor to provide one (1) dedicated sprinkler zone control assembly including drain in accordance with applicable building codes. (Location to be coordinated).
- A sprinkler system with upright heads will be installed in the retail space will be installed to code, connected to a Sprinkler control zone valve assembly in main building only as required to obtain a TCO for the building. It will be the lessee's responsibility to design, install/ implement their own sprinkler system tied into the main building sprinkler system and fire alarm system as listed below.

**7. Fire Alarm**

- The Lessee will be responsible for the Engineering, supply, installation and approval by the NYCFDNY & NYC DOB system and that of the building FA System shall have reciprocal supervisory capability.

**8. Construction**

- The Lessee shall coordinate all design & construction with the Lessor. Lessee's construction plans are subject to review by Developer's architect and review and approval by Lessor. In no case shall the construction activities infringe on the Lessor's efforts to obtain a TCO for the building. Lessee will engage non-union labor during such periods of time as Developer is performing construction work.

**9. Signage and canopy**

- Lessee to purchase and install signage, canopy, and all required support systems subject to Lessor's approval. Lessor to provide zoning restrictions, and any restrictions from Owner.

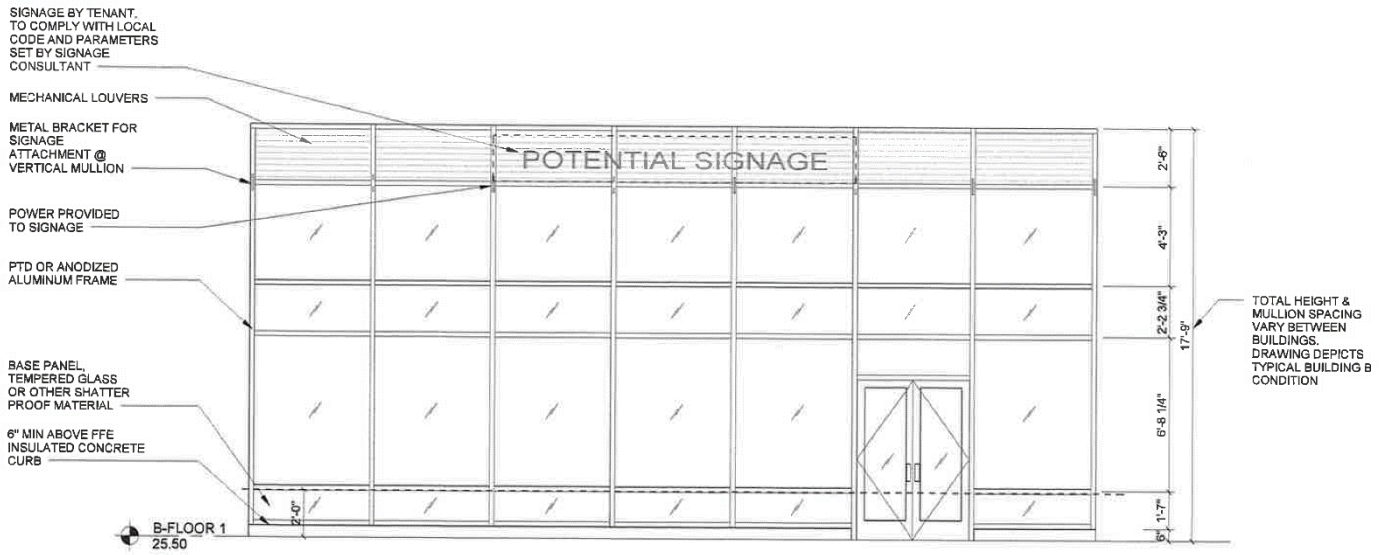



**FAR ROCKAWAY - PHASE 1**

RETAIL SLAB ELEVATIONS **EXHIBIT C.**

**Marvel Architects**
145 HUDSON STREET, FLR. 2 NEW YORK, NY 10013 212.616.0420

04/27/18




**FAR ROCKAWAY-PHASE 1 BLOCK B**

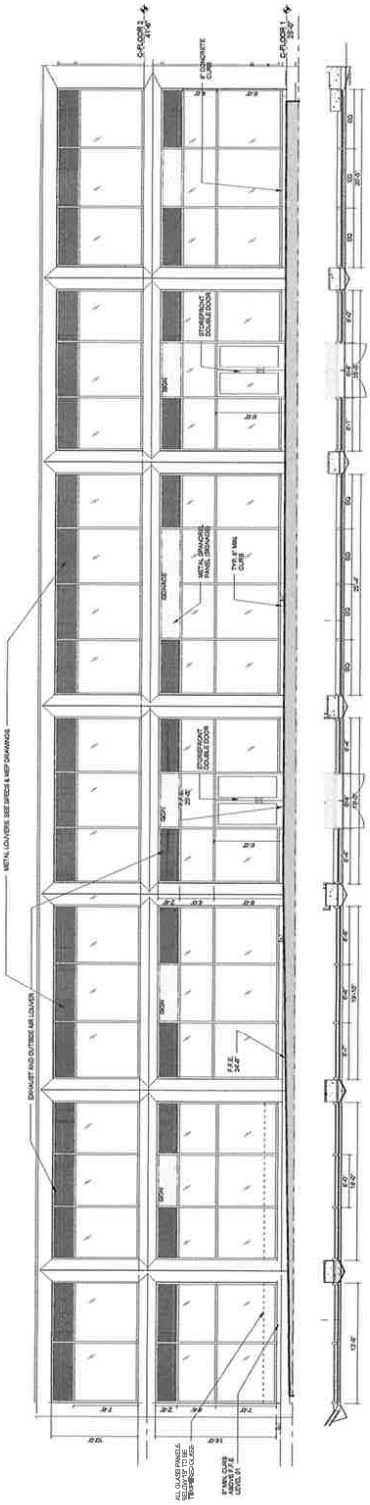
**Marvel Architects**

145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420

TYPICAL RETAIL STOREFRONT **EXHIBIT B.**

02/06/18

## STOREFRONT ELEVATION



Marvel Architects
PROGRESS PRINT
NOT FOR
CONSTRUCTION
FAR ROCKAWAY - PHASE 1
BLOCK C
STOREFRONTS
A-630.00
5 C-FLOOR 01-CURTAIN WALL-5-RETAIL-NORTH-SIDE EXT.
5A C-FLOOR 01-CURTAIN WALL-5A-RETAIL-NORTH-SIDE EXT.
4 C-FLOOR 01-CURTAIN WALL-4-RETAIL-EAST-VILLAGE PLAZA
2 C-FLOOR 01-CURTAIN WALL-2-RETAIL-EAST-VILLAGE PLAZA
1 C-FLOOR 01-CURTAIN WALL-1-RETAIL-EAST-VILLAGE PLAZA CORNER
3C C-FLOOR 01-MU-1-AUTOMATIC SLIDING DOOR
3B C-FLOOR 01-STOREFRONT 2ND-RES. LOBBY
3A C-FLOOR 01-MU-2-AUTOMATIC SLIDING DOOR-RES. ENTRY
3 C-FLOOR 01-CURTAIN WALL-3-RESIDENTIAL LOBBY-EAST

# Exhibit 1.18

## Urban Fresh Corp. Conditions

Work Letter

### 1. Structure

- The structure will be cast in place concrete.
- Floor slab will be 12" thick, be designed for a live load of 100 psf, and a dead load of tenant finishes of 20 psf.
- Embedded conduit will not be provided in concrete floors/ceilings for Lessee architectural finishes such as lighting, security, outlets…etc.
- Floor slab is specified to achieve a FF 17 (Flatness F-Number = 17), or ¼" in 10'
- Any fire stopping required by code for utilities services entering this space shall be the responsibility of the Lessor.
- Column locations will be as shown in attached drawing attached to this Agreement as Exhibit A-1.
- There will be construction markings on the floors, columns, and ceilings at the time of turnover. Lessee is responsible for the removal of said markings if finished concrete is part of the architectural appearance of the Lessee's space. Floors, columns and ceilings will be delivered unfinished

### 2. Demising Walls

- Demising wall between Tenants and between Tenants and Residential Spaces shall be 8" filled CMU or poured concrete. It will have a two-hour Fire rating and an STC rating of 50. (CMU preferred)
- Fire stopping as required by building codes, of any penetrations thru demising walls, elevator shaft walls, MEP shafts / chases for utilities provided to the tenant by the owner as part of this agreement shall be the responsibility of the lessor.

### 3. Storefront / Façade

- Storefront and doors to be designed and constructed by Lettire Construction Corp.. Storefronts system shall incorporate insulated glass and thermally broken frames, approved by Marvel Architects
- Fenestration shall be as depicted in Exhibit A-2

### 4. Mechanical

- Lessee will require minimum roof space and structural support above the retail space for mechanical equipment in accordance with Exhibit A-3:
  - 1,521 square feet for Lessee's two RTUs, kitchen exhaust fan , and kitchen make-up air unit.
  - 625 square feet for Lessee's refrigeration equipment

- Hot water baseboard heat at perimeter glass only. Lessor will provide heating hot water source to Lessee's space with a valved and capped connection (location to be coordinated).
    - Lessor will coordinate location for Lessee's kitchen exhaust discharge on the lower roof setback. Kitchen exhaust on the lower roof shall be located 10 ft. away from any openable windows or any outdoor air intake.
- All ventilation, exhaust, smoke control, air conditioning heating systems and other applicable mechanical services applicable to this use are to be engineered, supplied and installed by the Lessee subject to Landlord's approval.
- Building MEPS systems will be designed to accommodate design and installation of an HVAC system as follows:
    - Louvers – No sidewall louvers are provided due to the limited storefront. Lessor shall provide sufficient space on the low roof for Lessee to install rooftop units for ventilation of Lessee's space. Capped water connection will be provided in the retail space for the Lessee's use.
    - DX air conditioning unit; Air cooled, self-contained, sized per required loads and VAV terminal boxes as required (By Lessee)
    - Hot water baseboard heat at perimeter glass only (By Lessee).

**5. Electrical and Low Voltage Systems**

- One 2000amp, 208 volt, three phase electric service from direct meter. Lessor will install switchgear in location to be determined by Lessor and provide Lessee with a TWO 1000amp, 208 volt three phase disconnect switches at locations in the Lessee's space that are determined by the Lessee. Lessor to provide the conduit from the 2000A switch to the Lessee's space with the provision that Lessee will be responsible for any incremental cost if the conduit is longer than 500 linear feet.. Such conduit will be delivered empty and Lessee shall be responsible for pulling wire. Lessee to provide all distribution; distribution panels, wiring, and conduits from the disconnect switch within the Lessee's space. Electric usage to be billed directly to Lessee by Con Ed (2000 amps, 208 volt, 3 phase).
- Phone / data – Lessor to provide (1) 2" conduit with pull string from the building's telecommunications room to a location in Lessee's space that is determined by the Lessee. Lessee to provide all phone / data conduit , wiring, equipment and devices for their use.
- Light Fixtures – Lessee to provide lighting fixtures.

**6. Plumbing**

- Gas – Lessor to provide space in meter room for a meter bar for future meter. Lessor will provide a 3" capped gas outlet in Lessee's space in a location to just below the retail/parking elevator.. Lessee is aware that the gas outlet will not be shown on drawings or be filed with NYC DOB. Lessee will be responsible for having the gas outlet work filed, permitted and inspected as part of the Lessee's other fit out work. All other gas work to be performed by Lessee, including supply and installation of gas meter, booster pump if required, piping from capped connection in Lessee's space and Lesseee will be responsible for National Grid and NYC DOB sign-offs related to Lessee's gas scope of

work.

- Domestic Water – Lessor to provide a 2" sub-meted domestic water connection to enable billing for Lessee's usage. It shall be the responsibility of the Lessor to provide 2" piping from the sub-meter to the retail space to a location determined by the Lessee. Lessee is responsible for equipment necessary for domestic hot water.
- Sanitary Vent – A capped 4" vent line will be provided in the retail space for the Lessee's use (location to be coordinated).
- Sanitary – A capped 4" sanitary line will be provided in the retail space for the Lessee's use (location to be coordinated).
- Piping Penetrations – Lessor will provide pipe sleeves prior to pouring of the 1st floor concrete slab for Lessee's piping penetrations. Lessee will provide pipe penetration plan with locations and sizes of required pipe sleeves for coordination with Lessor not less than ninety business days prior to the scheduled pour. (Lessor to provide Lessee with scheduled pour date.)

**6B. Fire Protection**

- Sprinkler – Lessor to provide one (1) dedicated sprinkler zone control assembly with shut-off valve and waterflow switch including drain in accordance with building codes. Lessor to provide core and shell sprinkler protection in the Lessee's space. Lessee shall modify core and shell sprinkler protection as required for Lessee's floor layout.
- Standpipe – The Lessor will be responsible for providing a 4" capped connection in retail space (location to be coordinated). Lessee will install fire hose cabinets as required by building code.

**7. Fire Alarm**

The Lessee will be responsible for the Engineering, supply, installation and approval by the NYCFDNY & NYC DOB system and that of the building FA System shall have reciprocal supervisory capability.

**8. Construction**

The lessee shall coordinate all design & construction with the Lessor. Lessee's construction plans are subject to review by Developer's architect and review and approval by Lessor. In no case shall the construction activities infringe on the Lessor's efforts to obtain a TCO for the building. Lessee will engage open shop labor during such periods of time as Developer is performing construction work.

**9. Signage and canopy**

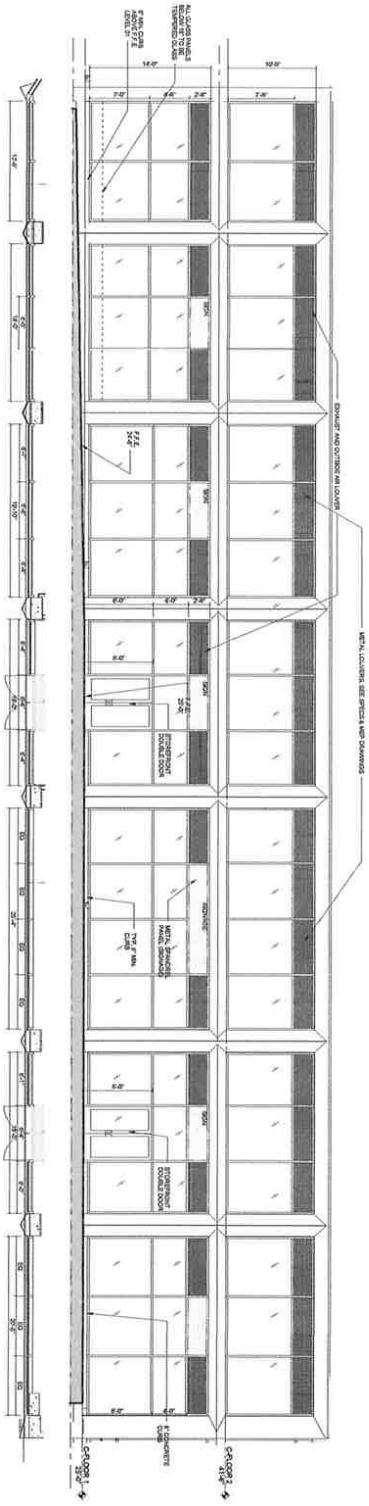
Lessee to purchase and install signage, canopy, and all required support systems subject to Lessor's approval. (Lessor to provide zoning restriction and restriction from owner)

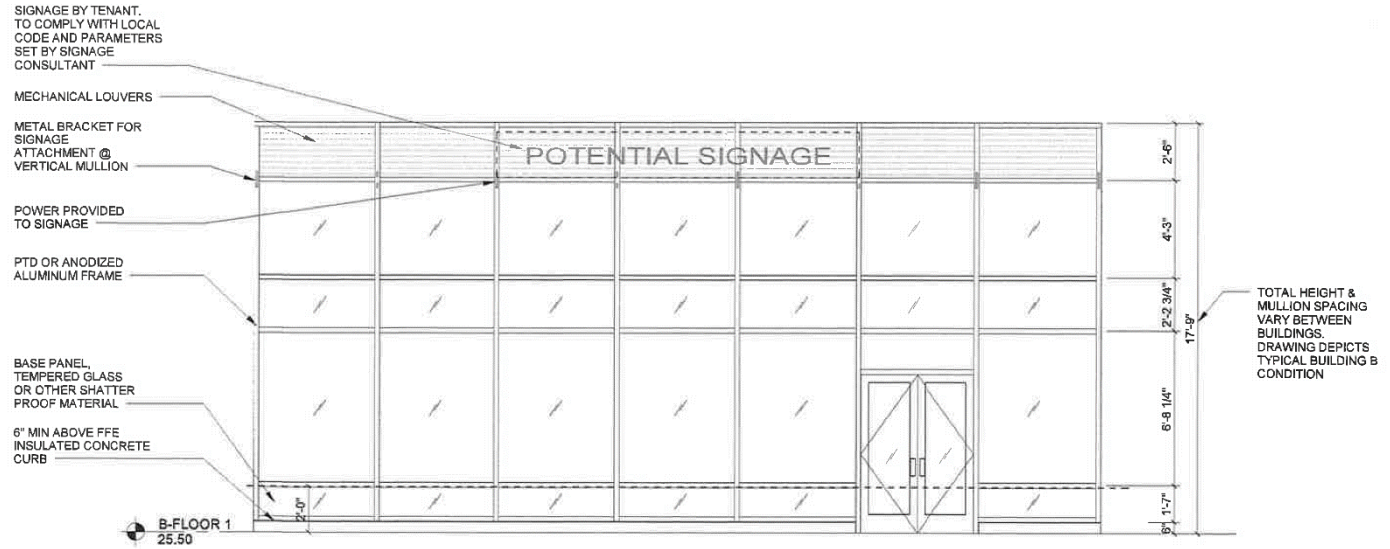
**10. Elevator**

Elevator between public corridor and parking garage will be provided by Lessor.

REDUCED HEIGHT
(8'-0" CLEAR)
REDUCED HEIGHT
(VARIES FROM 9'-0" TO 16'-0")
TYP. CEILING AT MIN. 16'-0" AFF
APPROXIMATE FRONTAGE
48'-3"
GROCERY STORE
APPROXIMATE AREA:
24,977 GSF
BLOCK B - GROUND FLOOR GROCERY EXHIBIT A.
FAR ROCKAWAY-PHASE 1 BLOCK B
Marvel Architects
145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420
04/03/18

## STOREFRONT ELEVATION






**FAR ROCKAWAY-PHASE 1 BLOCK B**

TYPICAL RETAIL STOREFRONT **EXHIBIT B.**

**Marvel Architects**
145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420

02/06/18

# Exhibit 1.19

## Mott Ave. Donuts LLC Conditions

Work Letter

**1. Structure**

- The structure will be cast in place concrete.
- Floor slab will be 12" thick, be designed for a live load of 100 psf, and a dead load of tenant finishes of 20 psf.
- Embedded conduit will not be provided in concrete floors/ceilings for Lessee architectural finishes such as lighting, security, outlets…etc.
- Floor slab is specified to achieve a FF 17 (Flatness F-Number = 17), or ¼" in 10'
- Any fire stopping required by code for utilities entering this space shall be the responsibility of the lessor.
- Concrete columns will be left exposed.
- There will be construction markings on the floors, columns, and ceilings at the time of turnover. Lessee is responsible for the removal of said markings if finished concrete is part of the architectural appearance of the Lessee's space.
- Floor will be unfinished concrete slab, poured to the same elevation as the point of entry elevation.

**2. Demising Walls**

- Demising wall between Tenant and Residential Spaces shall be 8" filled CMU or poured concrete. It will have a two-hour Fire rating and an STC rating of 50.
- Demising wall between Tenant and other Tenants shall be gypsum wall board on metal stud (16 ga, or as specified by engineer) construction. It will have a two-hour Fire rating and an STC rating of 50.
- Fire stopping as required by building codes, of any penetrations thru demising walls, elevator shaft walls, MEP shafts / chases for utilities provided to the tenant by the owner as part of this agreement shall be the responsibility of the Lessor.

**3. Storefront / Façade**

- Storefront and doors to be designed and constructed by Lettire Construction Corp.
- Storefronts system shall incorporate insulated glass and thermally broken frames, approved by Marvel Architects
- Fenestration shall be as depicted in Exhibit B.

**4. Mechanical**

- All ventilation, exhaust, smoke control, air conditioning heating systems and other applicable mechanical services applicable to this use are to be engineered, supplied and installed by the Lessee subject to Landlord's approval.
- Building MEPS systems will be designed to accommodate design and installation of an HVAC system as follows:
- Louvers – Refer to mechanical floorplans for free area of louvers.
- Capped water connection will be provided in the retail space for the Lessee's use.
- DX air conditioning unit; Air cooled, self-contained, sized per required loads and VAV terminal boxes as required (By Lessee)
- Hot water baseboard heat at perimeter glass only (By Lessee).

**5. Electrical and Low Voltage Systems**

- Electric - One (1) 400 amp three phase electric service from direct meter. Lessor will install switchgear in location to be determined by Lessor. Lessee to provide all distribution; distribution panels, wiring, and conduits from the switchgear. Electric

usage to be billed directly to Lessee by Con Ed.

- Phone / data – Lessor to provide one (1) 2' conduit to the telecommunication room.

Lessee to provide all phone / data conduit, wiring, equipment and devices for their use.

- Light fixtures will be installed in the retail space only as required by the NYC DOB to obtain a TCO for the building; it will be the responsibility of the Lessee to remove same, if required, during construction in the retail space.

**6. Plumbing**

- Gas – Lessor to provide one locked gas line in meter room for lessee's use if required. Lessee will supply and install gas meter, booster pump if required, piping form meter room and will be responsible for all National Grid and NYC DOB sign-offs. (need agreed upon path)
- Domestic Water – Master domestic water service meter will be sub-metered to enable billing for Lessee's usage. It shall be the responsibility of the Lessee to provide piping from the sub-meter to the retail space. Lessee is responsible for equipment necessary for domestic hot water.
- Sanitary Vent A capped vent line will be provided in the retail space for the Lessee's use. (Location to be coordinated).
- Sanitary – A capped sanitary line will be provided in the retail space for the Lessee's use. (Location to be coordinated).
- Sprinkler – Lessor to provide one (1) dedicated sprinkler zone control assembly including drain in accordance with applicable building codes. (Location to be coordinated).
- A sprinkler loop with upright heads will be installed in the retail space, connected to a sprinkler control zone valve assembly in main building only as required to obtain a TCO for the building. It will be the lessee's responsibility to design, install/ implement their own sprinkler system tied into the main building sprinkler system as listed below.

**7. Fire Alarm**

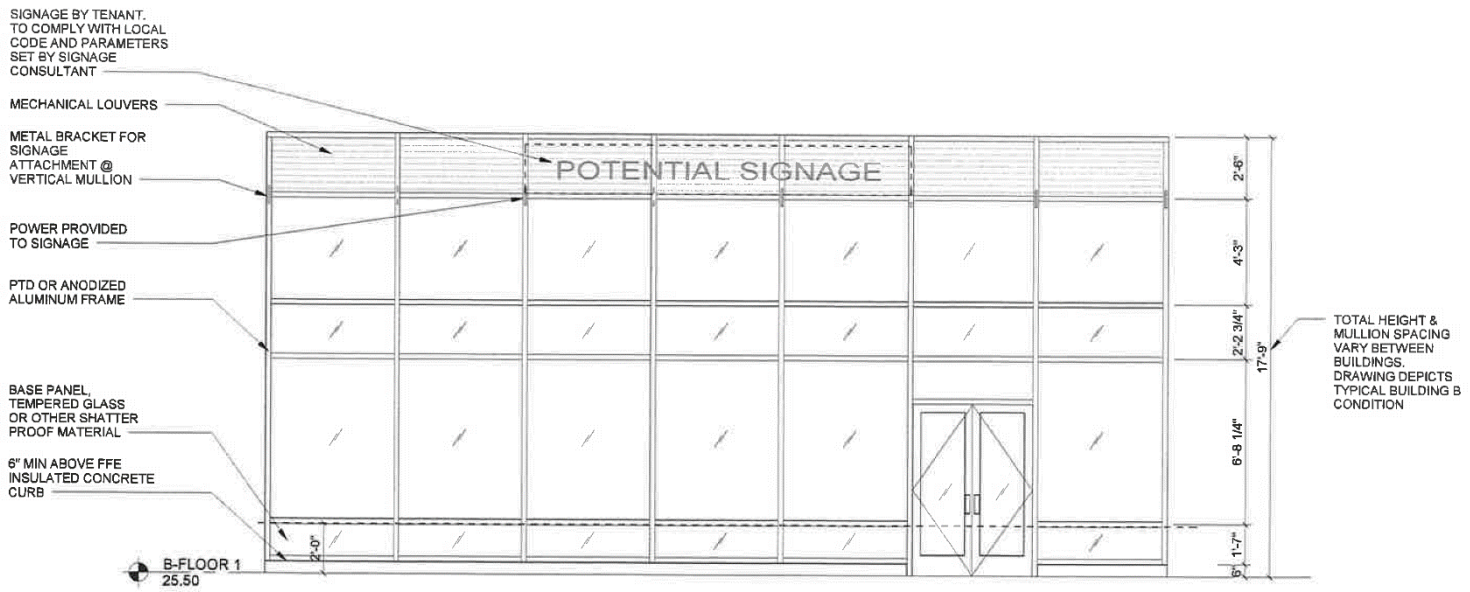
- The Lessee will be responsible for the Engineering, supply, installation and approval by the NYCFDNY & NYC DOB system and that of the building FA System shall have reciprocal supervisory capability.

**8. Construction**

- The Lessee shall coordinate all design & construction with the Lessor. Lessee's construction plans are subject to review by Developer's architect and review and approval by Lessor. In no case shall the construction activities infringe on the Lessor's efforts to obtain a TCO for the building. Lessee will engage non-union labor during such periods of time as Developer is performing construction work.

**9. Signage and canopy**

- Lessee to purchase and install signage, canopy, and all required support systems subject to Lessor's approval. Lessor to provide zoning restrictions, and any restrictions from Owner.




**FAR ROCKAWAY-PHASE 1 BLOCK B**

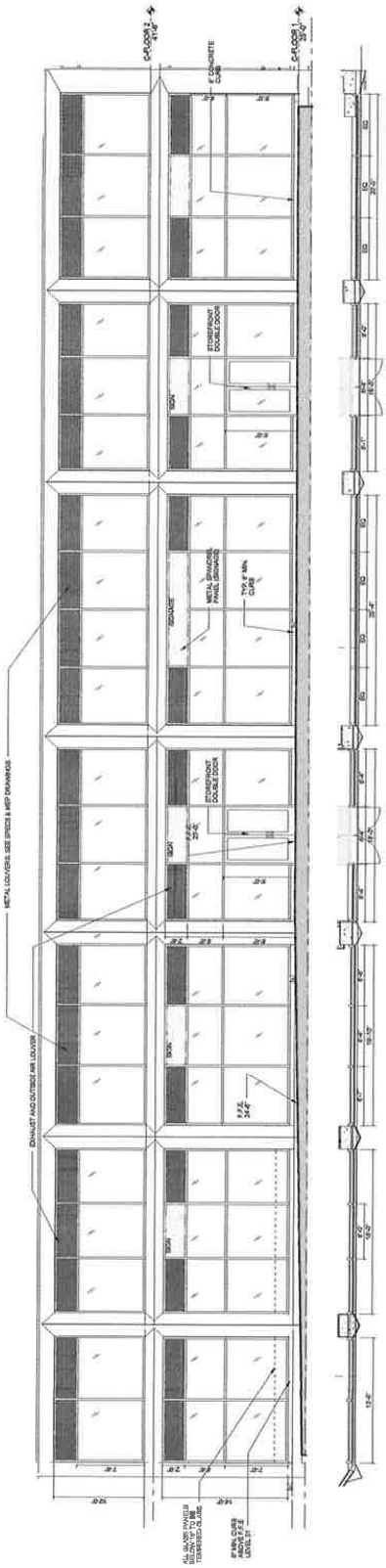
**Marvel Architects**

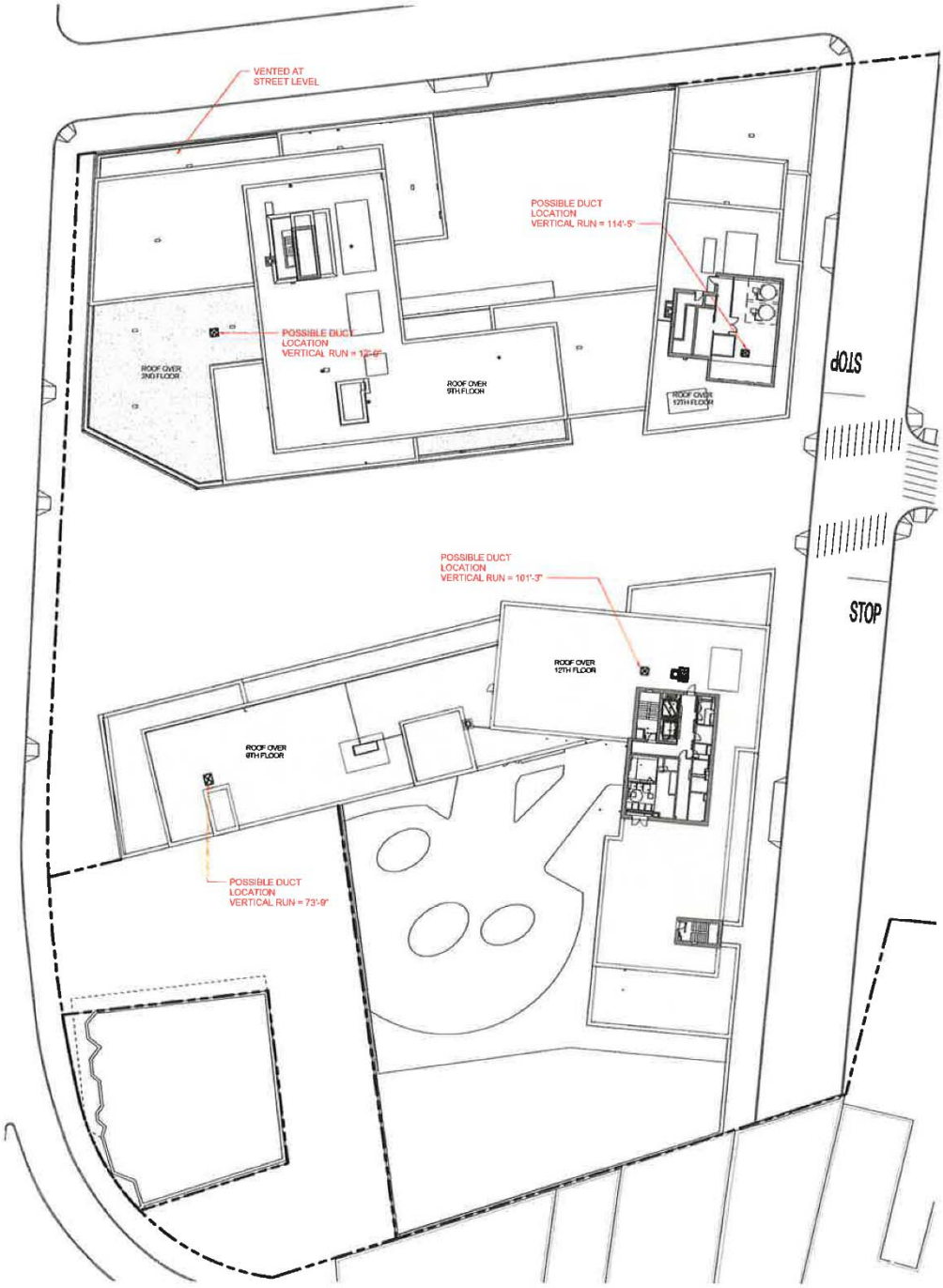
145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420

TYPICAL RETAIL STOREFRONT **EXHIBIT B.**

02/06/18

## STOREFRONT ELEVATION




VENTED AT
STREET LEVEL
POSSIBLE DUCT
LOCATION
VERTICAL RUN = 114'-5"
POSSIBLE DUCT
LOCATION
VERTICAL RUN = 12'-6"
ROOF OVER
2ND FLOOR
ROOF OVER
9TH FLOOR
ROOF OVER
12TH FLOOR
STOP
POSSIBLE DUCT
LOCATION
VERTICAL RUN = 101'-3"
ROOF OVER
12TH FLOOR
ROOF OVER
6TH FLOOR
POSSIBLE DUCT
LOCATION
VERTICAL RUN = 73'-9"

# Exhibit 1.20

## Exhaust Piping for Retail Space

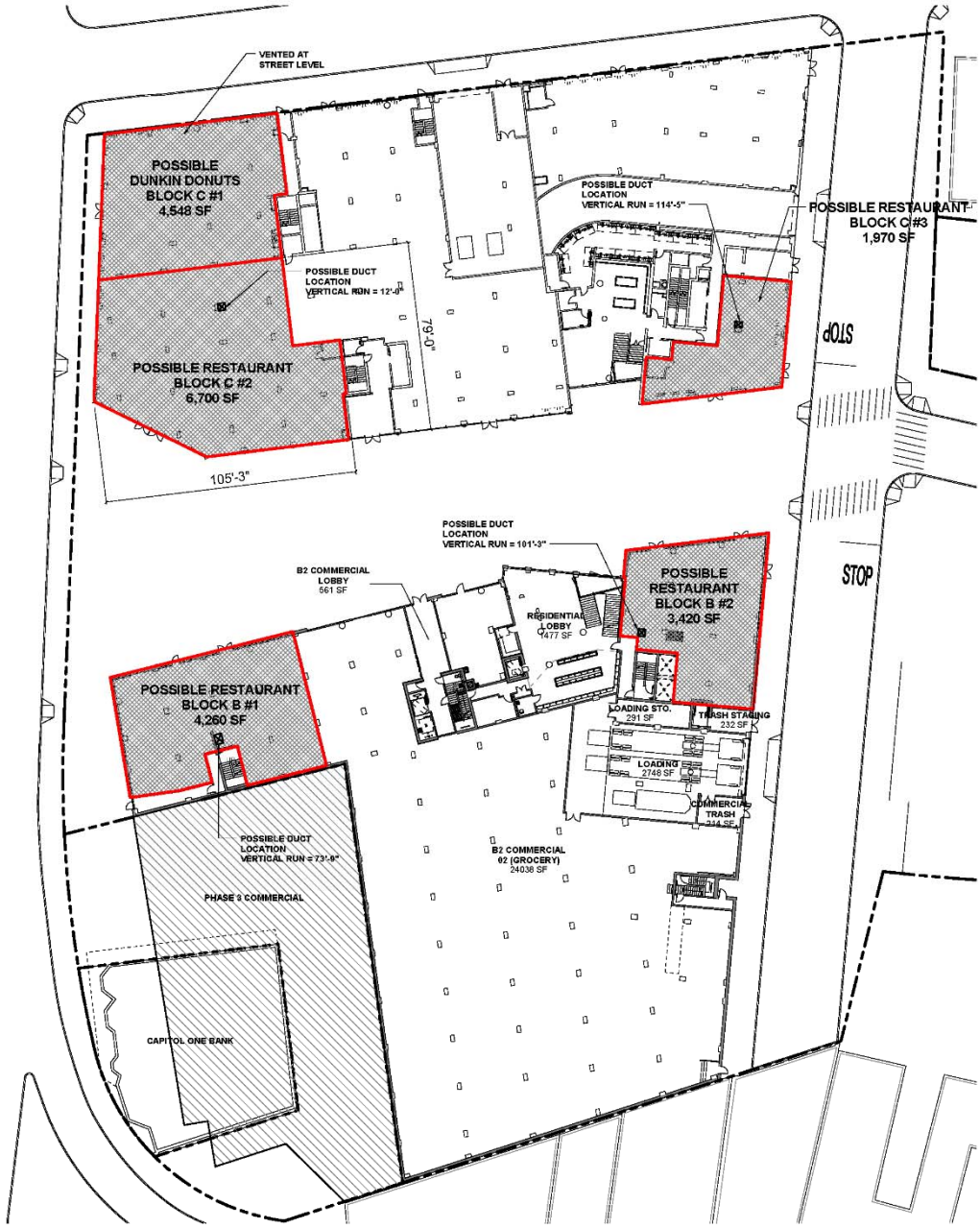



Exhibit 1.20 - 2

Exhaust Piping for Retail Space

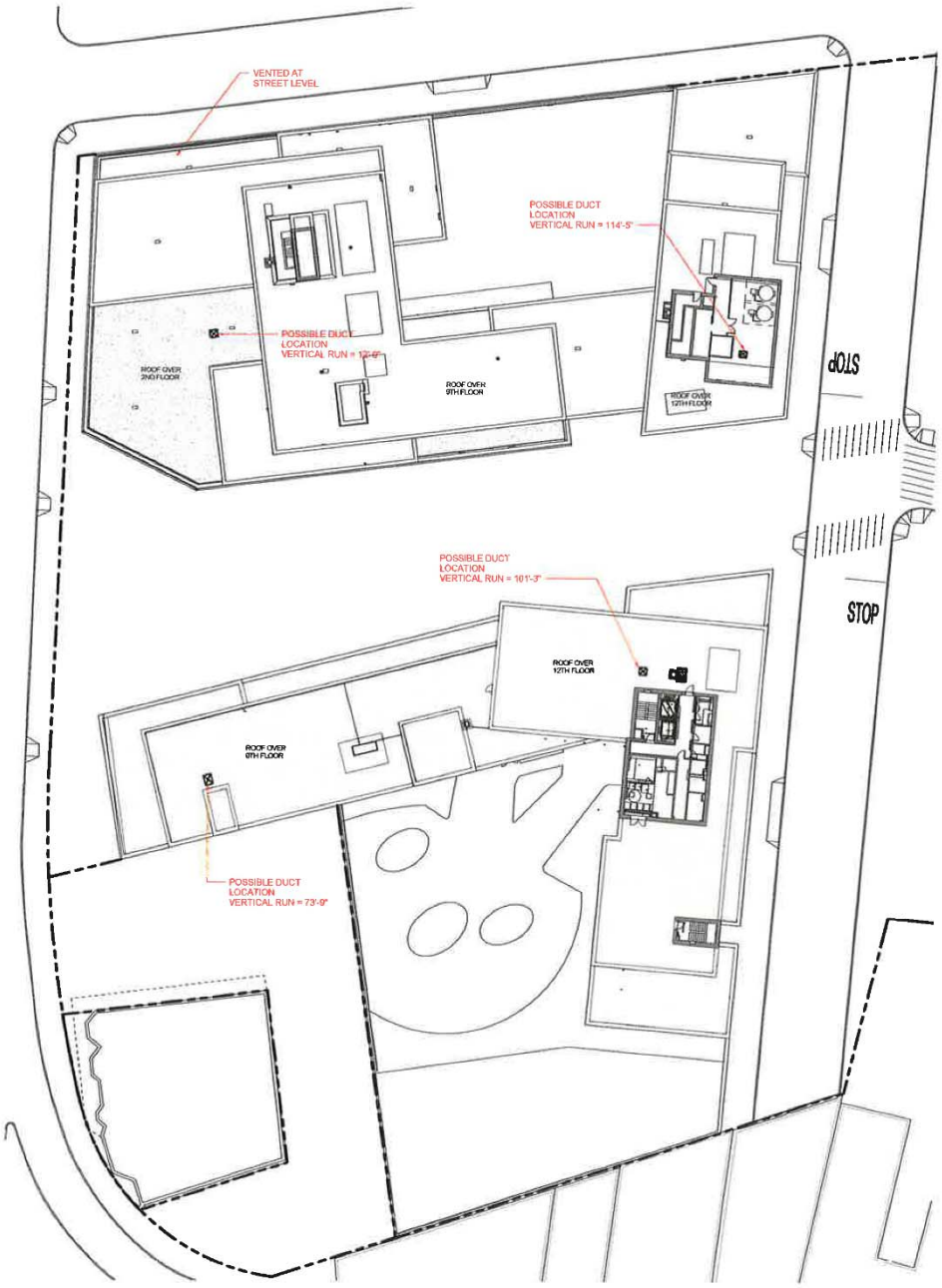



Exhibit 1.20 - 3

Exhaust Piping for Retail Space

**Exhibit 2.1(a)(ii)**

**Assignment and Assumption of Lease with Urban Fresh Corp.**

ASSIGNMENT AND ASSUMPTION OF LEASE
WITH URBAN FRESH CORP.

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made and entered into as of the ___ day of _____, 2018, by and between MOTT CENTER, LLC, a New York limited liability company ("Assignor"), and REDFERN FRP LLC, a New York limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to a certain Shopping Center Lease Agreement dated April 14, 2011, as amended by that certain First Amendment to Lease dated February 28, 2012, that certain Second Amendment to Shopping Center Lease Agreement dated August 7, 2012 and that certain Third Amendment to Lease Agreement dated _____, 2018 (collectively, the "Urban Fresh Lease"), between Assignor, as landlord, and Urban Fresh Corp., a New York corporation, as tenant ("Tenant"), Tenant leases from Assignor certain premises containing approximately 25,000 square feet of space ("Premises") located in the shopping center at 20-02 Mott Avenue, Far Rockaway, New York, commonly known as the "Far Rockaway Shopping Center";[4]

WHEREAS, concurrently herewith, Assignor, as landlord, and Assignee, as tenant, are entering into a Lease ("Lease") of certain real property located in Far Rockaway, New York, and identified on the New York City Tax map for the Borough of Queens as Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130, which parcels include the Far Rockaway Shopping Center;

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Urban Fresh Lease, and Assignee desires to accept such assignment and assume the obligations of Assignor under the Urban Fresh Lease as set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, it is agreed between the parties as follows:

1. Assignment and Assumption of Urban Fresh Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Urban Fresh Lease, effective upon the date hereof (the "Assignment Date"). Assignee hereby assumes the performance of all of the obligations of the Assignor under the Urban Fresh Lease and agrees to be bound by all of the terms, covenants and conditions of the Urban Fresh Lease, and to perform all of the duties and obligations of the landlord under the Urban Fresh Lease with like effect as if Assignee were originally named the landlord therein, effective as of the Assignment Date, in each case to the extent arising from and after the Assignment Date.

2. Subordination. The Urban Fresh Lease shall be subject and subordinate to the Lease.

3. Indemnification. Assignee hereby covenants and agrees to indemnify, defend and hold harmless Assignor from and against all liability, loss, cost, damage and expense, including

reasonable attorney's fees and court costs, arising from any liability, costs, expenses and claims under the Urban Fresh Lease in respect of the period from and after the Assignment Date. Assignor hereby covenants and agrees to indemnify, defend and hold harmless Assignee from and against all liability, loss, cost, damage and expense, including reasonable attorney's fees and court costs, arising from any liability, costs, expenses and claims under the Urban Fresh Lease in respect of the period before and up to the Assignment Date.

4. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Mutual Representations. Each of Assignor and Assignee represents and warrants to the other that each party has the right, power and authority to execute and deliver this Agreement and to perform such party's obligations hereunder and this Agreement is a valid and binding obligation of such party enforceable against such party in accordance with the terms hereof.

6. Counterparts. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC,
its Manager

By: Estate of Fred Stark
its sole member

By: _____
Elizabeth Farrell, Administratrix, cta

ASSIGNEE:

REDFERN FRP LLC

By: _____
Name:
Title:

**Exhibit 2.1(a)(iv)**

**Notice to Vacate**

**Redfern FRP LLC**
**c/o Phipps Houses**
**902 Broadway**
**New York, NY 10010**

_____, 2018

**VIA FEDEX**

Urban Fresh Corp.
155 Sussex Drive
Manhasset, New York 11030

**Re:** **Notice to Vacate** Premises pursuant to Shopping Center Lease Agreement dated April 14, 2011 between Mott Center, LLC, as landlord, and Radamar Meat Corp., as tenant (the "Original Lease"), as amended by that certain First Amendment to Lease dated April 14, 2011, as further amended by that certain Second Amendment to Lease Agreement dated August 7, 2012, and as further amended by that certain Third Amendment to Lease Agreement dated _____ 2018 (the "Third Amendment"), and as assigned by Radamar Meat Corp., to Urban Fresh Corp. ("Tenant") pursuant to that certain Assignment and Assumption of Lease dated June 21, 2011, as assigned by Mott Center, LLC to Redfern FRP LLC ("Landlord") by Assignment and Assumption of Lease dated _____, 2018 (such Shopping Center Lease Agreement, as amended and assigned, is referred to herein as the "Lease") for certain premises ("Premises") located at 20-02 Mott Avenue, Far Rockaway, N.Y.

Gentlemen:

Pursuant to the Third Amendment, Landlord hereby notifies Tenant to vacate the Premises and cease all operations therein no later than _____ 2018. The Vacate Payment (as defined in the Third Amendment) has been placed in escrow with _____ as escrow agent in accordance with the terms of a separate escrow agreement. If Tenant fails to vacate the Premises by the date specified herein, Landlord may immediately terminate the Lease and pursue any and all rights and remedies set forth in the Lease. Following Tenant's timely vacature of the Premises, each of Landlord's and Tenant's rights and obligations with respect to the Premises will continue in effect in accordance with the terms of the Lease.

*[Signature on following page]*

Very truly yours,

Redfern FRP LLC

By: _____
Name:
Title:

Cc: Coran Ober P.C.
25-02 Francis Lewis Blvd.
Flushing, N.Y. 11358-1100
Attention: Alexis Soterakis, Esq.

**Exhibit 2.1(a)(vi)**

**Subordination and Recognition Agreement with Urban Fresh Corp.**

## Subordination and Recognition Agreement

SUBORDINATION AND RECOGNITION AGREEMENT ("Agreement") dated _____, 20__ between Mott Center, LLC, a New York limited liability company, c/o Estate of Rita Stark, 198-10 Jamaica Avenue, Hollis, New York 11423 ("Owner") and Urban Fresh Corp., a New York corporation, having an address at 20-52 Mott Avenue, Far Rockaway, New York 11691 ("Tenant").

**W I T N E S S E T H :**

WHEREAS, pursuant to that certain Ground Lease dated _____ (the "Ground Lease"), between Owner and Redfern FRP LLC (the "Landlord"), Owner leased to Landlord the land and improvements commonly known as 20-02 Mott Avenue, Far Rockaway, New York ("Property");

WHEREAS, pursuant to that certain Shopping Center Lease Agreement dated April 14, 2011, as amended by that certain First Amendment to Lease dated February 28, 2012, by that certain Second Amendment to Shopping Center Lease Agreement dated August 7, 2012 and by that certain Third Amendment to Lease Agreement dated _____ (the "Lease"), Owner leased to Tenant certain premises containing approximately 25,000 square feet of space located at the Property (the "Premises");

WHEREAS, Owner assigned the Lease to Landlord pursuant to that certain Assignment and Assumption of Lease dated _____, between Owner and Landlord; and

WHEREAS, at the request of the Landlord, the Owner is willing to enter into this Agreement with the Tenant, upon the terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreement set forth herein and One ($1.00) Dollar by each paid to the others, the parties agree as follows:

FIRST: Owner agrees that so long as the Tenant shall not then be in default under the Lease and the time to cure such default shall not have expired:

(a) Neither Tenant nor any person claiming through or under Tenant shall be named or joined as a party defendant in any action, suit or proceeding which may be instituted or taken by Owner for the purpose of terminating the Ground Lease by reason of any default or event of default thereunder, unless applicable law requires the Tenant to be made a party thereto as a condition to proceeding against the Tenant or to protect the Owner's rights, provided, however, such joinder either shall not result in the termination of the Lease, or if it does result in the termination of the Lease, Owner and Tenant shall enter into a new Lease for the remainder of the terms of the Lease on the same terms as set forth in the Lease; and

(b) Neither Tenant nor any person claiming through or under Tenant shall be evicted from the Premises, nor shall the leasehold estate or possession of Tenant or any person claiming through or under Tenant to use and occupy the Premises be terminated or

disturbed, nor shall any of the rights of Tenant or any person claiming through or under Tenant be affected in any way, by reason of any default or event of default under the Ground Lease.

SECOND: Subject to the provisions of this agreement, Tenant agrees that the Lease is and shall be subject and subordinate to the Ground Lease and all renewals, amendments, modifications, consolidations, replacements and extensions thereto. Said subordination is to have the same force and effect as if the Ground Lease and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and-any notice thereof.

THIRD: If, at any time the Owner (or any person, or such person's successors or assigns, who acquires the interest of Landlord as lessor under the Lease through the expiration, termination or cancellation of the Ground Lease) shall succeed to the right of Landlord as lessor under the Lease as a result of a default or event of default under the Ground Lease, and if Tenant is not then in default under the Lease beyond the time permitted therein to cure such default, then (i) the Lease shall not terminate, (ii) Tenant shall attorn to and recognize such person (herein sometimes called "Successor Landlord") so succeeding to Landlord's rights as Tenant's lessor under the Lease, upon the then executory terms and conditions of the Lease and as hereinafter provided in this Article THIRD, and (iii) Successor Landlord shall accept such attornment and recognize Tenant as the Successor Landlord's lessee under the Lease. Upon such attornment and recognition, the Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the then executory terms, conditions and covenants as are set forth in the Lease and which shall be applicable after such attornment.

FOURTH: Owner hereby consents, acknowledges and agrees to the Lease.

FIFTH: Any notices or other communications (collectively in this Paragraph FIFTH called "Notices") required or permitted to be given by the terms and provisions of this Agreement, shall be in writing and shall be given by: (i) United States mail, postage prepaid as certified mail, return receipt requested, or (ii) nationally recognized overnight courier service (such as Federal Express) with receipt requested, or (iii) personal delivery with acknowledgment of receipt requested. Notices shall be sent and deemed given when (x) personally delivered or via overnight courier, then upon receipt (or the date delivery is refused) by the receiving party or, (y) if mailed, then three (3) business days after being postmarked. Any Notice shall be addressed to the parties hereto, as follows:

If to the Owner: Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

With a copy to: Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attn: Martin P. Miner, Esq.

And a second copy to: Holland & Knight LLP

31 West 52nd Street
New York, New York 10019
Attn: Rita Dattola, Esq.

If to Tenant: Urban Fresh Corp.
155 Sussex Drive
Manhasset, NY 11030

With a copy to: Coran Ober P.C.
25-02 Francis Lewis Blvd.
Flushing, NY 11358-1100
Attn: Alexis Soterakis, Esq.

Any party may, by Notice given as above provided, designate different or additional address(es) or addressee(s) for Notices.

In addition to the foregoing, any party may, from time to time, request in writing that the other parties serve a copy of any Notice on one other person or entity designated in such request, such service to be effected as provided in subparagraph FIFTH hereof.

SIXTH: This Agreement may not be modified or terminated orally, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

SEVENTH: The covenants and agreements herein contained shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the successors in interest of the parties hereto.

EIGHTH. The parties agree that in any action or proceeding brought on, under or by virtue of this Agreement, each party hereby waives trial by jury.

NINTH: Notwithstanding anything to the contrary contained herein, the liability of the Owner under this Agreement shall be recourse only to its then interest in the Property and its interest under the Ground Lease, and in no event shall Tenant look to any disclosed or undisclosed principal of the Owner, or the assets of any member or partner of the Owner, for the performance of the Owner's covenants and agreements contained herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**OWNER**:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark, its sole member

By: _____
Name:_____
Title:_____

**TENANT**:

URBAN FRESH CORP.

By: _____
Name: _____
Title: _____

**Exhibit 2.1(b)(ii)**

**Assignment and Assumption of Lease and Security Deposit with Mott Ave. Donuts LLC**

ASSIGNMENT AND ASSUMPTION OF LEASE AND SECURITY DEPOSIT WITH MOTT AVE. DONUTS LLC

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND SECURITY DEPOSIT WITH MOTT AVE. DONUTS LLC (this "Agreement") is made and entered into as of the ___ day of _____, 2018, by and between MOTT CENTER, LLC, a New York limited liability company ("Assignor"), and REDFERN FRP LLC, a New York limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to a certain Shopping Center Lease Agreement dated October 30, 2013, as amended by that certain First Amendment to Lease dated March 20, 2014 [please provide] and by that certain Second Amendment to Shopping Center Lease Agreement dated _____, 2018 (collectively, the "DD Lease"), between Assignor, as landlord, and Mott Ave. Donuts LLC a New York limited liability company, as tenant ("Tenant"), Tenant leases from Assignor certain premises containing approximately 2,600 square feet of space ("Premises") located in the shopping center at 20-02 Mott Avenue, Far Rockaway, New York, commonly known as the "Far Rockaway Shopping Center;"

WHEREAS, concurrently herewith, Assignor, as landlord, and Assignee, as tenant, are entering into a lease ("Lease") of certain real property located in Far Rockaway, New York, and identified on the New York City Tax Map for the Borough of Queens as Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130, which parcels include the Far Rockaway Shopping Center;

WHEREAS, Tenant has deposited with Assignor cash in the amount of $8,666.66 as security for the performance of by Tenant of its obligations under the DD Lease (the "Security Deposit");

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the DD Lease and the Security Deposit, and Assignee desires to accept such assignment and assume the obligations of Assignor under the DD Lease as set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, it is agreed between the parties as follows:

1. Assignment and Assumption of DD Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the DD Lease and the Security Deposit, effective upon the date hereof (the "Assignment Date"). Assignee hereby assumes the performance of all of the obligations of the Assignor under the DD Lease and agrees to be bound by all of the terms, covenants and conditions of the DD Lease, and to perform all of the duties and obligations of the landlord under the DD Lease with like effect as if Assignee were originally named the landlord therein, effective as of the Assignment Date.

2. Security Deposit Transfer. Assignor hereby transfers the Security Deposit to Assignee, and Assignee shall indemnify and hold harmless Assignor from any and all claims in

connection with the Security Deposit to the extent arising from and after the Assignment Date. Assignor shall indemnify and hold harmless Assignee from any and all claims in connection with the Security Deposit to the extent arising up to and including the Assignment Date

3. Indemnification. Assignee hereby covenants and agrees to indemnify, defend and hold harmless Assignor from and against all liability, loss, cost, damage and expense, including reasonable attorney's fees and court costs, arising from any liability, costs, expenses and claims under the DD Lease in respect of the period from and after the Assignment Date. Assignor hereby covenants and agrees to indemnify, defend and hold harmless Assignee from and against all liability, loss, cost, damage and expense, including reasonable attorney's fees and court costs, arising from any liability, costs, expenses and claims under the DD Lease in respect of the period before and up to the Assignment Date.

4. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Mutual Representations. Each of Assignor and Assignee represents and warrants to the other that each party has the right, power and authority to execute and deliver this Agreement and to perform such party's obligations hereunder and this Agreement is a valid and binding obligation of such party enforceable against such party in accordance with the terms hereof.

6. Counterparts. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC,
its Manager

By: Estate of Fred Stark
its sole member

By: _____
Elizabeth Farrell, Administratrix, cta

ASSIGNEE:

REDFERN FRP LLC

By: _____
Name:
Title:

**Exhibit 2.1(b)(iv)**

**Notice to Vacate**

**Redfern FRP LLC**
**c/o Phipps Houses**
**902 Broadway**
**New York, NY 10010**

_____, 2018

**VIA FEDEX**

Mott Ave. Donuts LLC
c/o Cain Management Inc.
195 East Avenue
Norwalk, CT 06855

**Re:** **Notice to Vacate** Premises pursuant to Shopping Center Lease Agreement dated October 30, 2013 between Mott Center, LLC, as landlord, and Mott Ave. Donuts LLC, as tenant ("Tenant") (the "Original Lease") as amended by a First Amendment to Lease dated March 20, 2014 ("First Amendment") and a Second Amendment to Lease dated _____ ___, 2018 ("Second Amendment" and together with the Original Lease and First Amendment, "Lease") as assigned by Mott Center, LLC to Redfern FRP LLC ("Landlord") by Assignment and Assumption of Lease dated _____, 2018 covering premises ("Premises") located in the shopping center at 20-02 Mott Avenue, Far Rockaway, New York, commonly known as the "Far Rockaway Shopping Center"

Gentlemen:

Pursuant to the Second Amendment, Landlord hereby notifies Tenant to vacate the Premises and cease all operations therein no later than _____, 2018. If Tenant fails to vacate the Premises by the date specified herein, Landlord may immediately terminate the Lease and pursue any and all rights and remedies set forth in the Lease. Following Tenant's timely vacature of the Premises, each of Landlord's and Tenant's rights and obligations with respect to the Premises will continue in effect in accordance with the terms of the Lease.

[Signature on following page]

Very truly yours,

Redfern FRP LLC

By: _____
Name:
Title:

Cc: Salamon, Gruber, Blaymore & Strenger, P.C.
97 Powerhouse Road, Suite 102
Roslyn Heights, New York 11577
Attention: Craig Gruber, Esq.

**Exhibit 2.1(b)(vi)**

**Subordination and Recognition Agreement With Mott Ave. Donuts LLC**

## Subordination and Recognition Agreement

SUBORDINATION AND RECOGNITION AGREEMENT ("Agreement") dated _____, 20__ between Mott Center, LLC, a New York limited liability company, c/o Estate of Rita Stark, 198-10 Jamaica Avenue, Hollis, New York 11423 ("Owner") and Mott Ave. Donuts LLC, a New York limited liability company, having an address at c/o Cain Management Inc. II, 195 East Avenue, Norwalk, CT 06855 ("Tenant").

**W I T N E S S E T H :**

WHEREAS, pursuant to that certain Ground Lease dated _____ (the "Ground Lease"), between Owner and Redfern FRP LLC (the "Landlord"), Owner leased to Landlord the land and improvements commonly known as 20-02 Mott Avenue, Far Rockaway, New York ("Property");

WHEREAS, pursuant to that certain Shopping Center Lease Agreement dated October 30, 2013, as amended by that certain First Amendment to Lease dated March 20, 2014, (the "Lease"), Owner leased to Tenant certain premises containing approximately 2,600 square feet of space located at the Property (the "Premises");

WHEREAS, Owner assigned the Lease to Landlord pursuant to that certain Assignment and Assumption of Lease dated _____, between Owner and Landlord; and

WHEREAS, at the request of the Landlord, the Owner is willing to enter into this Agreement with the Tenant, upon the terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreement set forth herein and One ($1.00) Dollar by each paid to the others, the parties agree as follows:

FIRST: Owner agrees that so long as the Tenant shall not then be in default under the Lease and the time to cure such default shall not have expired:

(a) Neither Tenant nor any person claiming through or under Tenant shall be named or joined as a party defendant in any action, suit or proceeding which may be instituted or taken by Owner for the purpose of terminating the Ground Lease by reason of any default or event of default thereunder, unless applicable law requires the Tenant to be made a party thereto as a condition to proceeding against the Tenant or to protect the Owner's rights, provided, however, such joinder either shall not result in the termination of the Lease, or if it does result in the termination of the Lease, Owner and Tenant shall enter into a new Lease for the remainder of the terms of the Lease on the same terms as set forth in the Lease; and

(b) Neither Tenant nor any person claiming through or under Tenant shall be evicted from the Premises, nor shall the leasehold estate or possession of Tenant or any person claiming through or under Tenant to use and occupy the Premises be terminated or disturbed, nor shall any of the rights of Tenant or any person claiming through or under Tenant be affected in any way, by reason of any default or event of default under the Ground Lease.

SECOND: Subject to the provisions of this agreement, Tenant agrees that the Lease is and shall be subject and subordinate to the Ground Lease and all renewals, amendments, modifications, consolidations, replacements and extensions thereto. Said subordination is to have the same force and effect as if the Ground Lease and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and-any notice thereof.

THIRD: If, at any time the Owner (or any person, or such person's successors or assigns, who acquires the interest of Landlord as lessor under the Lease through the expiration, termination or cancellation of the Ground Lease) shall succeed to the right of Landlord as lessor under the Lease as a result of a default or event of default under the Ground Lease, and if Tenant is not then in default under the Lease beyond the time permitted therein to cure such default, then (i) the Lease shall not terminate, (ii) Tenant shall attorn to and recognize such person (herein sometimes called "Successor Landlord") so succeeding to Landlord's rights as Tenant's lessor under the Lease, upon the then executory terms and conditions of the Lease and as hereinafter provided in this Article THIRD, and (iii) Successor Landlord shall accept such attornment and recognize Tenant as the Successor Landlord's lessee under the Lease. Upon such attornment and recognition, the Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the then executory terms, conditions and covenants as are set forth in the Lease and which shall be applicable after such attornment.

FOURTH: Owner hereby consents, acknowledges and agrees to the Lease.

FIFTH: Any notices or other communications (collectively in this Paragraph FIFTH called "Notices") required or permitted to be given by the terms and provisions of this Agreement, shall be in writing and shall be given by: (i) United States mail, postage prepaid as certified mail, return receipt requested, or (ii) nationally recognized overnight courier service (such as Federal Express) with receipt requested, or (iii) personal delivery with acknowledgment of receipt requested. Notices shall be sent and deemed given when (x) personally delivered or via overnight courier, then upon receipt (or the date delivery is refused) by the receiving party or, (y) if mailed, then three (3) business days after being postmarked. Any Notice shall be addressed to the parties hereto, as follows:

If to the Owner: Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

With a copy to: Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attn: Martin P. Miner, Esq.

And a second copy to: Holland & Knight LLP
31 West 52nd Street
New York, New York 10019

Attn: Rita Dattola, Esq.

If to Tenant: c/o Cain Management Inc. II
195 East Avenue
Norwalk, CT 06855

Any party may, by Notice given as above provided, designate different or additional address(es) or addressee(s) for Notices.

In addition to the foregoing, any party may, from time to time, request in writing that the other parties serve a copy of any Notice on one other person or entity designated in such request, such service to be effected as provided in subparagraph FIFTH hereof.

SIXTH: This Agreement may not be modified or terminated orally, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

SEVENTH: The covenants and agreements herein contained shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the successors in interest of the parties hereto.

EIGHTH. The parties agree that in any action or proceeding brought on, under or by virtue of this Agreement, each party hereby waives trial by jury.

NINTH: Notwithstanding anything to the contrary contained herein, the liability of the Owner under this Agreement shall be recourse only to its then interest in the Property and its interest under the Ground Lease, and in no event shall Tenant look to any disclosed or undisclosed principal of the Owner, or the assets of any member or partner of the Owner, for the performance of the Owner's covenants and agreements contained herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**OWNER**:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark, its sole member

By: _____
Name:_____
Title:_____

**TENANT**:

MOTT AVE. DONUTS LLC

By: _____
Name: _____
Title: _____

# Exhibit 2.1(c)

## Termination of Memorandum of Lease

TERMINATION OF MEMORANDUM OF LEASE
BETWEEN
MOTT CENTER, LLC, LANDLORD
AND
REDFERN FRP LLC, TENANT

| | |
|---|---|
| Dated: | _____ |
| Location: | 20-02 Mott Avenue, Redfern Avenue, 17-27 Redfern Avenue, 17-25 Redfern Avenue, Redfern Avenue, 17-07 Redfern Avenue, Augustina Avenue, 13-25 Bayport Place, 15-08 Central Avenue, Central Avenue |
| Block: | 15537 |
| Lots: | 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130 |
| County: | Queens |
| City and State: | New York |

Record and Return to:

HOLLAND & KNIGHT LLP
31 West 52nd Street
New York, NY 10019
Attn: Martin P. Miner, Esq.

TERMINATION OF MEMORANDUM OF LEASE

THIS TERMINATION OF MEMORANDUM OF LEASE ("Termination") is made on this ____ day of _____, ____, by and between MOTT CENTER, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423, as landlord ("Landlord"), and REDFERN FRP LLC, a New York limited liability company, having an address at c/o Phipps Houses, 902 Broadway, 13th Floor, New York, New York 10010, as tenant ("Tenant").

Recitals:

A. Landlord and Tenant entered into a lease dated as of _____, 2018 (the "Lease") pursuant to which Tenant leased from Landlord certain real property located in Far Rockaway, New York, and identified on the New York City Tax Map for the Borough of Queens as Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130 and more particularly described on Exhibit A annexed hereto.

B. The Lease is evidenced by that certain Memorandum of Lease dated _____, 2018 and recorded in the Office of the City Register of the City of New York on _____ ____, 20__ as _____ (the "Memorandum of Lease");

C. The Lease was terminated as of _____, and Landlord and Tenant wish to terminate the Memorandum of Lease of record.

NOW, THEREFORE, Landlord and Tenant hereby give notice of the following:

1. Termination. Landlord and Tenant acknowledge and agree that, as of _____ (the "Termination Date"), the Lease has been cancelled, terminated and is of no further force or effect and, as a result (i) the Memorandum of Lease is hereby cancelled, terminated and is of no further force or effect, and (ii) without compensation or consideration of any kind to Tenant, the Building (as such term is defined in the Lease) has become Landlord's sole property.

2. Counterparts. This Termination may be executed in one or more counterparts, each such counterpart being deemed an original hereof and all such counterparts taken together constituting one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Termination of Memorandum of Lease as of the date first above written.

LANDLORD:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark
Its sole member

By: _____
Elizabeth Farrell, Administratrix, cta

TENANT:

REDFERN FRP LLC

By: _____
Name:_____
Title:_____

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

On ____ __, ____ before me, _____, personally appeared Elizabeth Farrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and seal this ___ day of ____, ____.

_____
Notary Public

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

On ____ __, ____ before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and seal this ___ day of ____, ____.

_____
Notary Public

## EXHIBIT A

## LEGAL DESCRIPTION

Queens County, Block 15537, Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130

ALL that certain plot 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 corner formed by the intersection of the easterly side of Redfern Avenue (60 feet wide) with the northerly side of Mott Avenue (60 feet wide);

RUNNING THENCE South 87 degrees 50 minutes 28 seconds East along the northerly side of Mott Avenue 80.94 feet to an angle point;

RUNNING THENCE South 87 degrees 40 minutes 20 seconds East continuing along the northerly side of Mott Avenue, 166.24 feet to a point of curvature;

RUNNING THENCE easterly continuing along the northerly side of Mott Avenue, along a curve bearing to the left having a radius of 507.52 feet an arc length of 102.12 feet to a point;

RUNNING THENCE North 06 degrees 54 minutes 13.6 seconds West, 84.09 feet to a point;

RUNNING THENCE North 83 degrees 05 minutes 46.4 seconds East, 70.00 feet to a point;

RUNNING THENCE South 17 degrees 54 minutes 25.6 seconds East, 63.09 feet to the westerly side of Central Avenue (irregular width);;

RUNNING THENCE northerly along the westerly side of Central Avenue, along a curve bearing to the left having a radius feet of 95.00 feet an arc length of 61.51 feet to a point of tangency;

RUNNING THENCE continuing along the westerly side of Central Avenue North 07 degrees 54 minutes 11.4 seconds East, 0.04 feet to a point;

RUNNING THENCE North 17 degrees 54 minutes 26 seconds West, 244.81 feet to a point;

RUNNING THENCE North 75 degrees 59 minutes 14 seconds West, 73.00 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE northerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 934.00 feet an arc length of 205.90 feet being subtended by a chord bearing North 00 degrees 01 minutes 04.4 seconds East a chord distance of 205.48 feet to a point;

RUNNING THENCE North 14 degrees 34 minutes 10.38 seconds West continuing along the land now or formerly of the Long Island Railroad, 84.92 feet to a point;

RUNNING THENCE South 76 degrees 11 minutes 58 seconds East, 267.73 feet to the westerly side of Central Avenue;

RUNNING THENCE along the westerly of Central Avenue, North 13 degrees 01 minutes 5.6 seconds East, 100.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 100.00 feet to a point;

RUNNING THENCE South 13 degrees 01 minutes 5.6 seconds West, 50.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 125.00 feet to a point;

RUNNING THENCE North 13 degrees 01 minutes 5.6 seconds East, 100 feet to the southerly side of Bayport Place (50 feet wide);

RUNNING THENCE along the southerly side of Bayport Place, North 76 degrees 11 minutes 58 seconds West, 109.30 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE along the land now or formerly of the land now or formerly of the Long Island Railroad North 10 degrees 31 minutes 50 seconds West, 50.90 feet to a point;

RUNNING THENCE continuing along the land now or formerly of the Long Island Railroad North 06 degrees 31 minutes 58 seconds West, 3.86 feet to the northerly side of Bayport Place;

RUNNING THENCE easterly along the northerly side of Bayport Place, South 76 degrees 11 minutes 58 seconds East, 106.58 feet to the westerly side of Augustina Avenue (50’ wide);

RUNNING THENCE along the westerly side of Augustina Avenue, North 13 degrees 50 minutes 18.2 seconds East, 150.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 162.26 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE along the land now or formerly of the Long Island Railroad South 06 degrees 31 minutes 58 seconds West, 60.20 to a point;

RUNNING THENCE northerly continuing along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 2795.93 feet subtended by a chord bearing North 03 degrees 47 minutes 17 seconds West an arc length of 72.52 feet to a point;

RUNNING THENCE North 75 degrees 55 minutes 00 seconds West, 105.13 feet to the northerly boundary of the land now or formerly of the Long Island Railroad;

RUNNING THENCE Southerly along the land now or formerly of the Long Island Railroad the following three (3) courses and distances;

THENCE along a curve bearing to the left having a radius of 3260.78 feet an arc length of 106.86 feet, being subtended by a chord bearing South 03 degrees 47 minutes 55 seconds East to a point;

THENCE South 05 degrees 08 minutes 18 seconds East, 51.00 feet to a point;

THENCE along a curve bearing to the right having a radius of 1115.28 feet an arc length of 267.26 feet being subtended by a chord bearing South 01 degree 45 minute 19 seconds West a chord length of 266.62 feet to a point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 104.28 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE along the easterly side of Redfern Avenue, South 13 degrees 14 minutes 53 seconds West, 22.00 feet to a point;

RUNNING THENCE South 76 degrees 45 minutes 07 seconds East, 105.85 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 1115.28 feet an arc length of 72.04 feet being subtended by a chord bearing South 11 degrees 36 minutes 14 seconds West a chord length of 72.03 feet to point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 107.91 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West along the easterly side of Redfern Avenue, 24.00 feet to a point;

RUNNING THENCE South 76 degrees 45 minutes 07 seconds East, 107.57 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the right having a radius of 1115.28 feet an arc length of 26.32 feet being subtended by a chord bearing South 15 degrees 21 minutes 49 seconds West a chord distance of 26.32 feet to a point;

RUNNING THENCE South 16 degrees 21 minutes 24 seconds West, 25.49 feet to a point;

RUNNING THENCE North 76 degrees 45 minutes 07 seconds West, 105.22 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West, along the easterly side of Redfern Avenue, 113.10 feet to a point;

RUNNING THENCE North 75 degrees 30 minutes 20 seconds East, 10.96 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE South 11 degrees 26 minutes 04 Seconds West along the easterly side of Redfern Avenue, 25.78 feet to point;

RUNNING THENCE North 75 degrees 31 minutes 32 seconds East, 102.27 feet to the land now or formerly of the Long Island Railroad;

RUNNING THENCE Southerly along the land now or formerly of the Long Island Railroad along a curve bearing to the left having a radius of 850.02 feet an arc length of 127.88 feet being subtended by a chord bearing South 10 degrees 02 minutes 34 seconds West a chord length of 127.76 feet to a point;

RUNNING THENCE North 87 degrees 35 minutes 55.5 seconds West, 77.39 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE Southerly along the easterly side of Redfern Avenue South 6 degrees 52 minutes 55.5 seconds East, 360.96 feet to the corner the point or place of BEGINNING.

**EXHIBIT 2.1(d)**

**Escrow Agreement**

**ESCROW AGREEMENT**

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of _____, 2018, is made and executed by Mott Center, LLC, a New York limited liability company ("Landlord"), Redfern FRP LLC, a New York limited liability company ("Tenant") and Chicago Title Insurance Company ("Escrow Agent").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease dated _____ (the "Lease") for certain premises located in Far Rockaway, New York as more particularly described in the Lease, a copy of which is annexed hereto as Exhibit A.

WHEREAS, Tenant has caused or will cause a memorandum of lease to be recorded in the real property records of Queens County, New York;

WHEREAS, Landlord and Tenant are obligated, pursuant to the Lease, to make certain payments to the Continuing Tenants (as such term is defined in the Lease);

WHEREAS, Landlord and Tenant have executed and delivered to Escrow Agent a Termination of Memorandum and the Transfer Tax Forms (as such terms are defined in the Lease) with Escrow Agent;

WHEREAS, Landlord and Tenant have deposited with Escrow Agent the Effective Date Deposit, as such term is defined in the Lease;

WHEREAS, Landlord and Tenant desire that Escrow Agent hold the Termination of Memorandum, Transfer Tax Forms and Effective Date Deposit in escrow and Escrow Agent is willing to do so, all subject to the terms and conditions hereinafter set forth.

**NOW**, **THEREFORE**, for good and valuable consideration and the mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Lease.

2. Creation of and Deposits into Escrow

A. Escrow Account. There is hereby created with the Escrow Agent an interest bearing account no. _____, _____ Bank (the "Escrow Account"). Landlord and Tenant agree that Escrow Agent shall not be responsible for any penalties, loss of principal or interest, or the consequences of a delay in withdrawal of the Effective Date Deposit and interest accrued thereon (collectively, the "Escrow Funds"), if any, which may be imposed as a result of the making or the redeeming of the Escrow, as the case may be, pursuant to this Escrow Agreement.

B. Effective Date Deposit. On the date hereof, Tenant will deposit with Escrow Agent an amount equal to $1,250,000 (the “Effective Date Deposit”).

C. Deliveries. Concurrently herewith, Landlord and Tenant have duly executed and delivered to Escrow Agent the Termination of Memorandum and Transfer Tax Forms to be held in escrow by Escrow Agent.

3. Disbursement of Escrow Funds. Escrow Agent shall hold the Escrow Funds and shall dispose of the same only in accordance with the following provisions:

(a) Vacate Payment Due Urban Fresh Corp. Immediately prior to the date that Continuing Tenant, Urban Fresh Crop., vacates its leased premises, Landlord shall direct Escrow Agent to prepare a certified check or wire transfer (but not deliver or release same) to Urban Fresh Corp. in the amount of $1,250,000.00 from the Effective Date Deposit. Escrow Agent shall release the wire transfer or deliver the certified check in accordance with joint instructions from Landlord and Tenant after Landlord and Tenant confirm that Urban Fresh Crop. has vacated its leased promises.

(b) Return of Escrow Funds. In the event that either party shall deliver notice to the Escrow Agent in writing (the "Funds Release Notice") directing Escrow Agent to release the Escrowed Funds to either Landlord or Tenant, Escrow Agent shall send a copy of such Funds Release Notice to the non-noticing party. If Escrow Agent shall receive written notice from the non-noticing party within ten (10) Business Days after delivery of such Funds Release Notice, but not thereafter, instructing Escrow Agent to not deliver the Escrowed Funds as directed, or if for any reason there is any dispute or uncertainty concerning any action to be taken hereunder, Escrow Agent shall take no action and shall continue to hold Escrowed Funds until it has received instructions in writing concurred to by Landlord and Tenant or until directed by a final order of judgment of a court of competent jurisdiction, whereupon Escrow Agent shall take such action in accordance with such instructions or such order. If Escrow Agent shall receive no written objection to a Funds Release Notice within ten (10) Business Days after delivery of such Funds Release Notice to the non-noticing party, then Escrow Agent is authorized to, and shall promptly release the Escrowed Funds as directed in the Funds Release Notice.

4. Release of Termination of Memorandum and Transfer Tax Forms. In the event that either party shall deliver notice to the Escrow Agent in writing directing Escrow Agent to release the Termination of Memorandum and Transfer Tax Forms from escrow (the "Document Release Notice"), Escrow Agent shall send a copy of such Document Release Notice to the non-noticing party. If Escrow Agent shall receive written notice from the non-noticing party within ten (10) Business Days after delivery of such Document Release Notice, but not thereafter, instructing Escrow Agent to not deliver the Escrowed Funds as directed, or if for any reason there is any dispute or uncertainty concerning any action to be taken hereunder, Escrow Agent shall take no action and shall continue to hold Termination of Memorandum and Transfer Tax Forms until it has received instructions in writing concurred to by Landlord and Tenant or until directed by a final order of judgment of a court of competent jurisdiction, whereupon Escrow Agent shall take such action in accordance with such instructions or such order. If Escrow Agent shall receive no written objection to a Document Release Notice within ten (10) Business Days after delivery of such Funds Release Notice to the non-noticing party, then Escrow Agent is authorized to, and shall, promptly release Termination of Memorandum and Transfer Tax Forms as directed in the Document Release Notice.

5. No Liability. Upon delivery of the Escrow Funds, Termination of Memorandum and Transfer Tax Forms in accordance with this Agreement, Escrow Agent shall be relieved of all liability hereunder.

6. General.

(a) All notices, demands, offers, elections or other communications required or permitted by this Agreement shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national overnight delivery service, (c) e-mail (provided that a copy shall be delivered by the next Business Day, by a national overnight delivery service or personal delivery), or (d) personal delivery, addressed as follows:

To Landlord:

198-10 Jamaica Avenue
Hollis, New York 11423
Attention: Elizabeth Farrell
Telephone: (718) 465-3600
Email: Iiwilliemays24@aol.com

With a copy to:

Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attention: Martin P. Miner, Esq.
Telephone:(212) 513-3450
Email: Martin.Miner@hklaw.com

To Tenant:

c/o Phipps Houses
902 Broadway, 13th Floor
New York, New York 10010
Attention: Adam Weinstein
Telephone:
Email: aweinstein@phippsny.org

With a copy to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Oliver G. Chase, Esq.
Telephone: (212) 819-1130
Email: ochase@hseny.com

To Escrow Agent:

Chicago Title Insurance Company
[_____]
[_____]
[_____]
Attention:
Telephone:
Email:

Notice shall be deemed to have been given or delivered if personally delivered, upon delivery; if by e-mail, upon receipt of the e-mail. Notwithstanding the preceding sentence to the contrary, and solely with respect to Escrow Agent, notice shall be deemed to have been given or delivered to Escrow Agent on the date of Escrow Agent's actual receipt or refusal of such notice.

(b) No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part hereof, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

(c) If any provision of this Escrow Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Escrow Agreement shall be construed as if such invalid part were never included herein and this Escrow Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

(d) This Escrow Agreement shall be governed as to performance and interpretation in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles.

(e) This Escrow Agreement may be executed in several counterparts, and may be delivered with electronic or facsimile signatures, each of which shall constitute an original and all of which shall constitute one and the same instrument.

(f) This Escrow Agreement shall not be construed to vary or affect the rights or obligations of any party under the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the dale first written above.

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
its Manager

By: Estate of Fred Stark,
Its sole member,

By: _____
Elizabeth Farrell, Administratrix, ctu

REDFERN FRP LLC

By: _____
Name:
Title:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name:
Title:

# Exhibit A

## The Lease

# Exhibit 3.9

## Forms of Regulatory Agreements

# RESTRICTIVE DECLARATION

**THIS DECLARATION** (this "**Declaration**"), made as of the [__] day of [_____], 2018, by [PHIPPS ENTITY], a [_____] having an address [_____] (the "**Declarant**").

**WITNESSETH:**

pursuant to that certain [Ground Lease], dated as of [_____], 2018, Declarant is the ground lessee of certain real property located in the County of Queens, City and State of New York, designated for real property tax purposes as Lots 1, 46, 50, 51, 55, 59, 100, 112, 128 and 130 of Block 15537 (the "**Subject Property**") on the Tax Map of the City of New York (the "**Tax Map**"), which real property is more particularly described on **Exhibit A-1** annexed hereto;

Declarant intends to develop the portion of the Subject Property described on **Exhibit A-2** annexed hereto (such portion, the "**Phase 1 Property**") two buildings containing a mix of uses (each, a "**Phase 1 Building,**" and together, collectively, the "**Phase 1 Buildings**") and public spaces (the "**Phase 1 Public Space**") as shown on certain plans prepared by Marvel Architects, dated [_____], 2018, attached as **Exhibit B** hereto (the "**Phase 1 Public Space Plans**"; the Phase 1 Public Space consisting of spaces identified on the Phase 1 Public Space Plans as Plaza A ("**Plaza A**"), part of Plaza B (the "**Phase 1 Plaza B Portion**"), and Dr. Ed Williams Way and a portion of Village Lane (together, the "**Phase 1 Streets**," and together with Plaza A, the Phase 1 Plaza B Portion, and the Phase 1 Buildings, the "**Phase 1 Development**");

the Subject Property is located in the Special Downtown Far Rockaway District and is subject to the regulations of Article XIII, Chapter 6 of the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended to the date hereof (the "**Zoning Resolution**" or "**ZR**");

pursuant to ZR Section 136-321, no building permit may be issued for development of the Subject Property until the Chairperson of the New York City Planning Commission (the "**Chairperson**") has certified to the New York City Department of Buildings ("**DOB**") that a site plan has been submitted showing compliance with the requirements of Article XIII, Chapter 6 of the Zoning Resolution, including execution and recording of a restrictive declaration;

Declarant has filed an application with the Chairperson for a certification pursuant to ZR Section 136-321, under Application No. [_____] (the "**Application**") that plans for the Phase 1 Public Space prepared by Marvel Architects and annexed hereto as **Exhibit C** comply with the requirements of ZR Article XIII, Chapter 6 (as the same may be amended, the "**Application**");

this Declaration is entered to set forth the agreement of Declarant, as required under ZR Section 136-321, to construct and maintain the Phase 1 Public Space;

Declarant desires to restrict the manner in which the Subject Property may be developed, redeveloped, maintained and operated now and in the future, and intends these restrictions to

benefit all land, including land owned by the City of New York, lying within a one-half-mile radius of the Subject Property;

the certificate by [Title Company] annexed hereto as **Exhibit D** lists the Parties-in-Interest (hereinafter defined) in the Subject Property as of the date hereof; and

all Parties-in-Interest have either executed this Declaration or waived their respective rights to execute this Declaration pursuant to written instruments that are recorded in the Register's Office (hereinafter defined) or will be recorded simultaneously with the recordation of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Subject Property shall be held, sold, conveyed, developed, used, occupied, operated and maintained subject to the following restrictions, covenants, obligations and agreements, which shall run with the Subject Property and bind Declarant and its heirs, successors and assigns.

## ARTICLE I.

## CERTAIN DEFINITIONS

For purposes of this Declaration, the following terms shall have the following meanings.

"**Application**" shall have the meaning set forth in the Recitals to this Declaration.

"**Approvals**" shall mean all approvals or consents required of any Governmental Authority with respect to the Proposed Development or otherwise with respect to the Subject Property.

"**Association**" shall have the meaning set forth in Section 8.01 of this Declaration.

"**Association Obligation Date**" shall have the meaning set forth in Section 8.01 of this Declaration.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks in the State of New York are authorized or required by Legal Requirements to be closed.

"**Chairperson**" shall have the meaning set forth in the Recitals to this Declaration.

**"City"** shall mean the City of New York.

"**Completion Letter of Credit**" shall have the meaning set forth in Section 3.04 of this Declaration.

"**DCP**" shall mean the New York City Department of City Planning or any successor to the jurisdiction thereof.

"**Declarant**" shall have the meaning given in the Preamble to this Declaration, and shall include heirs, successors and assigns of the named Declarant.

"**Declaration**" shall have the meaning given in the Preamble to this Declaration.

"**Delay Notice**" shall have the meaning set forth in Section 4.01 of this Declaration.

"**Development**" shall mean the construction of the Phase 1 Development, including construction of the Phase 1 Public Space pursuant to the Phase 1 Public Space Plans.

"**DOB**" shall have the meaning set forth in the Recitals to this Declaration.

"**DOT**" shall mean the New York City Department of Transportation, or any successor to its jurisdiction.

"**Effective Date**" shall mean the date on which this Declaration is recorded in the Register's Office following the Chairperson's approval of the Application.

"**Entity**" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, or association.

"**Final Completion**" or "**Finally Complete**" shall mean the completion of all relevant items of work, including any so-called "punch-list" items that remain to be completed upon Substantial Completion.

"**Force Majeure**" shall mean that a Force Majeure Event has occurred and Declarant has provided the Delay Notice.

"**Force Majeure Event**" shall mean occurrences beyond the reasonable control of Declarant which delay the performance of Declarant's obligations hereunder, provided that Declarant has taken all reasonable steps reasonably necessary to control or to minimize such delay, and which occurrences shall include, but not be limited to: (i) a strike(s), lockout(s) or labor dispute(s); (ii) the inability to obtain labor, equipment, supplies or materials or reasonable substitutes therefor in the open market; (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any Governmental Authority; (v) undue material delay in the issuance of approvals by any Governmental Authority, provided that such delay is not caused by any act or omission of Declarant; (vi) enemy or hostile government action, war, hostilities, civil commotion, insurrection, terrorism, invasion, riot, mob violence, malicious mischief, revolution or sabotage; (vii) a flood, an earthquake, fire or other casualty; (viii) a taking of the whole or any portion of the Subject Property by condemnation or eminent domain; (ix) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (x) unforeseen underground or soil conditions, provided that Declarant did not and could not reasonably have anticipated the existence thereof as of the date hereof; (xi) the denial of access to adjoining real property, notwithstanding the existence of a right of access to such real property in favor of Declarant arising by contract, this Declaration; or Legal Requirements, (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; (xiii) unusual delays in transportation; (xiv) governmental actions with respect to construction projects in the vicinity of the Subject Property; (xv) orders of any court of competent jurisdiction, including, without limitation, the pendency of litigation not initiated by Declarant or similar proceeding which results in an injunction, restraining order, or similar relief prohibiting or otherwise delaying the construction of any portion of the Subject Property; or (xvi) with respect to construction of the

Kiosk, retail market conditions that adversely affect the feasibility of the Kiosk. No event shall constitute a Force Majeure Event unless Declarant, the Association, as applicable, the holder of a Mortgage that has succeeded to Declarant's interest in the Subject Property or any other applicable party complies with the procedures set forth in Article VI.

"**Governmental Authority**" shall mean any governmental authority (including any Federal, State, City or County governmental authority or quasi-governmental authority, or any political subdivision of any thereof, or any agency, department, commission, board or instrumentality of any thereof) having jurisdiction over the matter in question.

"**HPD**" shall mean the New York City Department of Housing Preservation and Development, or any successor to its jurisdiction.

"**Kiosk**" shall mean a kiosk to be constructed within Plaza A in the location indicated on the Phase 1 Public Space Plans.

"**Legal Requirements**" shall mean all applicable laws, statutes and ordinances, and all orders, rules, regulations, interpretations, directives and requirements, of any Governmental Authority having jurisdiction over the Subject Property.

"**Maintenance Obligation**" shall have the meaning set forth in Section 5.01 of this Declaration.

"**Mortgage**" shall mean a mortgage given as security for a loan in respect of all or any portion of the Subject Property, other than a mortgage secured by any individual residential condominium unit or other individual residential unit located within the Subject Property.

"**Mortgagee**" shall mean the holder of a Mortgage.

"**Notice of Final Completion**" shall have the meaning set forth in Section 3.08 of this Declaration.

"**Notice of Substantial Completion**" shall have the meaning set forth in Section 3.02 of this Declaration.

"**Party-in-Interest**" shall have the meaning set forth in subdivision (d) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution.

"**PCO**" shall mean a Permanent Certificate of Occupancy issued by DOB.

"**Person**" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

"**Phase 1 Building**" and "**Phase 1 Buildings**" shall have the meaning set forth in the Recitals to this Declaration.

"**Phase 1 Development**" shall have the meaning set forth in the Recitals to this Declaration.

"**Phase 1 Plaza B Portion**" shall have the meaning set forth in the Recitals to this Declaration.

"**Phase 1 Property**" shall have the meaning set forth in the Recitals to this Declaration.

"**Phase 1 Public Space**" shall have the meaning set forth in the Recitals to this Declaration.

"**Phase 1 Public Space Maintenance Security**" shall have the meaning set forth in Section 3.03 of this Declaration.

"**Phase 1 Public Space Plans**" shall have the meaning set forth in the Recitals to this Declaration.

"**Phase 1 Public Space Work**" shall mean the work necessary to construct Plaza A, the Phase 1 Plaza B Portion, and the Phase 1 Streets in accordance with this Declaration.

"**Phase 1 Streets**" shall have the meaning set forth in the Recitals to this Declaration.

"**Plaza A**" shall have the meaning set forth in the Recitals to this Declaration.

"**Punch List**" shall have the meaning set forth in Section 3.02 of this Declaration.

"**Register's Office**" shall mean the Register's Office of the City of New York, Queens County.

"**State**" shall mean the State of New York, its agencies and instrumentalities.

"**Subject Property**" shall have the meaning set forth in the Recitals to this Declaration.

"**Substantial Completion**" or "**Substantially Complete**", with respect to the Phase 1 Public Space, shall mean that the Phase 1 Public Space has been constructed substantially in accordance with the Phase 1 Public Space Plans, and has been completed to such an extent that all portions of the improvement may be operated and made available for public use. An improvement may be deemed Substantially Complete notwithstanding that (a) minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed, (b) Declarant has not completed any relevant planting or vegetation or tasks that must occur seasonally, and/or (c) in Plaza A, a retail kiosk in the location shown on the Phase 1 Public Space Plans has not been completed.

"**TCO**" shall mean a Temporary Certificate of Occupancy issued by DOB.

"**Unit Interested Party**" shall mean any and all of the following: all owners, lessees, and occupants of any individual residential or commercial condominium unit, and all holders of a mortgage or other lien encumbering any such residential or commercial condominium unit.

"**Zero Occupancy TCO**" shall mean a TCO issued by DOB for the core and shell of any Phase 1 Building. A Zero Occupancy TCO shall not include any certificate of occupancy that permits occupancy of such building or portions thereof.

"**Zoning Resolution**" shall have the meaning set forth in the Recitals to this Declaration.

## ARTICLE II.

## PUBLIC OPEN SPACES

**SECTION 2.01** **Construction of Public Open Spaces**. If Declarant develops the Phase 1 Property, Declarant shall undertake and complete, or cause to be undertaken and completed, the performance of the Phase 1 Public Space Work so as to construct the Phase 1 Public Space substantially in accordance with the Phase 1 Public Space Plans. Declarant shall perform or cause to be performed the Phase 1 Public Space Work in a good and workerlike manner and in accordance with Legal Requirements.

## ARTICLE III.

## CERTIFICATES OF OCCUPANCY

**SECTION 3.01** TCO Requirements.

(a) Declarant shall not apply for or accept a TCO for any Phase 1 Building, other than a Zero Occupancy TCO, until all of the following conditions have been met with respect to the Phase 1 Public Space:

i. DCP has issued a Notice of Substantial Completion for the Phase 1 Public Space in accordance with Section 3.02 hereof;

ii. Declarant has provided to the Phase 1 Public Space Maintenance Security in accordance with Section 3.03 hereof; and

iii. Declarant has, if applicable, provided to the City the Completion Letter of Credit for the Phase 1 Public Space in accordance with Section 3.04 hereof.

(b) Within ten (10) days after satisfaction of the conditions set forth in Section 3.01(a), the Chair shall certify in writing to DOB that Declarant has met the requirements of Section 136-321 of the Zoning Resolution.

(c) If, by reason of the occurrence of a Force Majeure Event, Declarant has obtained a TCO prior to completion of the conditions set forth in Section 3.01(a) above, upon cessation of the Force Majeure Event, Declarant shall, as promptly as possible, satisfy the conditions of Section 3.01(a).

**SECTION 3.02** **Notice of Substantial Completion**. Declarant shall notify DCP at such time as it believes that the Phase 1 Public Space is Substantially Complete and shall request that DCP issue a certificate, in the form of **Exhibit E** annexed hereto (a "**Notice of Substantial Completion**"), to Declarant certifying Substantial Completion of the Phase 1 Public Space. No later than twenty (20) calendar days after receipt of such request, DCP shall either issue the Notice of Substantial Completion or deliver to Declarant a notice setting forth in detail the

reasons why the Phase 1 Public Space is not Substantially Complete and the items which need to be completed. If DCP notifies Declarant that the Phase 1 Public Space has not been Substantially Completed in accordance with the Phase 1 Public Space Plans, such notice shall contain a detailed statement of the reasons for such non-acceptance in the form of a so-called "punch list" of items remaining to be completed or unsatisfactorily performed (a "**Punch List**"). The Punch List shall not include items which, pursuant to the definition of Substantial Completion, are not required to be completed prior to Substantial Completion. Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DCP of such completion. No later than ten (10) calendar days after receipt of such notice, DCP shall either issue the Notice of Substantial Completion or notify Declarant that it has not completed the Punch List. If DCP fails to provide a notice to Declarant within the time periods set forth in this Section, then DCP shall be deemed to have issued a Notice of Substantial Completion in respect of the Phase 1 Public Space.

**SECTION 3.03** **Security for Maintenance of Phase 1 Public Space**. Prior to obtaining a TCO for any Phase 1 Building pursuant to Section 3.01(a), Declarant shall deliver to the City one or more clean, irrevocable letters of credit or other security reasonably acceptable to the City, for a term of not less than one year, naming the City as beneficiary, in the amount that has been certified by Declarant's architect, landscape architect, or engineer, as applicable, as being sufficient to cover 125% of the annual cost of maintaining the Phase 1 Public Space, subject to the reasonable approval of DCP (the "**Phase 1 Public Space Maintenance Security**").

**SECTION 3.04** **Security for Final Completion**. If Declarant requests a TCO after issuance of the Notice of Substantial Completion but prior to the issuance of a Notice of Final Completion in respect of the Phase 1 Public Space, then, prior to the issuance of such TCO, Declarant shall deliver to DCP one or more irrevocable letters of credit or other security in a form reasonably acceptable to the City, naming the City as beneficiary, in an amount that has been certified by Declarant's architect, landscape architect, or engineer, as applicable, as being 125% of the cost of Finally Completing such Substantially Complete Phase 1 Public Space (the "**Completion Letter of Credit**"). If Declarant fails, for a period of two (2) years following the issuance of the Notice of Substantial Completion (or such longer period as is necessary to Finally Complete the Phase 1 Public Space, as certified by Declarant's architect, landscape architect, or engineer, as applicable, in accordance with Section 3.07 hereof), to Finally Complete the Phase 1 Public Space, the City may Finally Complete the Phase 1 Public Space, whereupon the City may draw upon the Completion Letter of Credit, to the extent required to pay reasonable costs in connection therewith. Upon the issuance of a Notice of Final Completion in respect of the Phase 1 Public Space, the Completion Letter of Credit (as the same may have been reduced by reason of any prior draws thereon) shall be returned to Declarant for cancellation. Notwithstanding anything in the foregoing to the contrary, in the event that all elements of the Phase 1 Public Space are Finally Complete except for the Kiosk, in the event that an entity other than Declarant is responsible for construction and operation of the Kiosk in accordance with a written agreement, such entity shall be responsible for delivering the Completion Letter of Credit to DCP in accordance with this Section 3.04.

**SECTION 3.05** **PCO Requirement**. Declarant shall not accept a PCO for any Phase 1 Building until DCP has issued a Notice of Final Completion with respect to the Phase 1 Public Space.

**SECTION 3.06** **Performance of Final Completion Work**. Declarant shall, within two (2) years after issuance of a Notice of Substantial Completion for the Phase 1 Public Space, Finally Complete construction of the Phase 1 Public Space, unless Declarant's architect, landscape

architect, or engineer, as applicable, certifies, in writing, that it will take longer than two (2) years to Finally Complete the Phase 1 Public Space (in which event Declarant shall promptly Finally Complete the Phase 1 Public Space prior to the expiration of such longer period). If Declarant fails to Finally Complete construction of the Phase 1 Public Space within the applicable period, the City may provide Declarant written notice of its intention to Finally Complete the Phase 1 Public Space and, if Declarant does not undertake to Finally Complete the Phase 1 Public Space within thirty (30) days of such written notice, the City may, at its option, (i) complete the Phase 1 Public Space in accordance with the Phase 1 Public Space Plans; (ii) cause Declarant to remove all of its equipment and any other items impeding the City's completion of the Phase 1 Public Space and (iii) draw upon the Completion Letter of Credit, to the extent required to pay for the reasonable costs and expenses incurred to remove such equipment and impediments (if applicable) and Finally Complete the Phase 1 Public Space, following which the City shall promptly return the balance of the proceeds to Declarant. Declarant hereby grants the City and its contractors, agents, employees and sub-contractors a license to enter upon Plaza A and the Phase 1 Private Street, to the extent required to exercise its rights under this Section 3.06. The City hereby agrees to indemnify, defend and hold harmless (i) Declarant, (ii) the shareholders, members, partners, affiliates and/or subsidiaries of Declarant, (iii) Mortgagees of the Subject Property, (iv) the respective principals, directors, officers and employees of the foregoing Persons identified in the foregoing clauses (i), (ii) and (iii), and (v) the respective successors and assigns of the Persons identified in the foregoing clauses (i), (ii) (iii), and (iv) (each such Person, an "**Indemnified Party**") from and against any Claims arising by reason of the City's exercise of its rights under this Section 3.07, except to the extent such claim is caused by or contributed by the negligence of the Indemnified Parties.

**SECTION 3.07** **Notice of Final Completion**. Declarant shall notify DCP at such time as it believes that the Phase 1 Public Space is Finally Complete and shall request that DCP issue a certificate, in the form of **Exhibit F** (a "**Notice of Final Completion**"), to Declarant certifying Final Completion. No later than twenty (20) days after receipt of such request, DCP shall either issue the Notice of Final Completion or deliver to Declarant a notice specifying in detail the reasons why the Phase 1 Public Space is not Finally Complete. If DCP notifies Declarant that the Phase 1 Public Space has not been Finally Completed in accordance with the Phase 1 Public Space Plans, such notice shall include a detailed statement of the reasons for such non-acceptance in the form of a Punch List. Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DCP of such completion. No later than twenty (20) days after receipt of such notice, DCP shall either issue the Notice of Final Completion or notify Declarant that it has not completed the Punch List (which notice shall specify which items of the Punch List remain incomplete). If DCP fails to provide either of such notices to Declarant within the time periods set forth in this Section, then DCP shall be deemed to have issued a Notice of Final Completion. The issuance of a Notice of Final Completion in accordance with the provisions of this Section 3.07 shall be conclusive evidence with respect to Declarant that the Phase 1 Public Space have been constructed in accordance with the Phase 1 Public Space Plans.

## ARTICLE IV.

## FORCE MAJEURE.

**SECTION 4.01** **Force Majeure**. If Declarant is unable to Substantially Complete or Finally Complete the Phase 1 Public Space by reason of a Force Majeure Event, Declarant

may, upon notice to the Chair and DCP (a "**Delay Notice**"), request that the Chair, in consultation with DCP, certify the existence of such Force Majeure Event. Any Delay Notice shall include a description of the Force Majeure Event and its probable duration and impact on the work in question (as reasonably determined by Declarant). The Chair shall thereafter determine whether a Force Majeure Event exists, and in all events shall, upon notice to Declarant no later than ten (10) days after its receipt of the Delay Notice, certify that a Force Majeure Event either exists or does not exist. If the Chair certifies that a Force Majeure Event does not exist, the Chair shall set forth with reasonable specificity, in the certification, the reasons therefor. If the Chair certifies that a Force Majeure Event exists, the Chair shall grant Declarant appropriate relief, including notifying DOB that a TCO or a PCO (as applicable) may be issued for the Phase 1 Buildings, or portions thereof. Any delay arising by reason of a Force Majeure Event shall be deemed to continue only so long as the Force Majeure Event continues. Upon cessation of the Force Majeure Event, Declarant shall promptly recommence the applicable Phase 1 Public Space Work. As a condition to granting relief as aforesaid, the Chair may require that Declarant post a letter of credit or other security, in a form reasonably acceptable to the Chair and naming the City as beneficiary, to secure Declarant's obligation to perform all requirements of Article III to Finally Complete the Phase 1 Public Space upon the cessation of the Force Majeure Event. Such security shall be in a sum equal to 125% of the estimated cost of the remaining work required to Finally Complete the Phase 1 Public Space, as certified by Declarant's architect, landscape architect, or engineer, as applicable. Declarant shall be obligated to re-commence construction of the Phase 1 Public Space to Substantially Complete or Finally Complete same at the end of the Force Majeure Event specified in the Delay Notice, or such lesser period of time as the Chair reasonably determines the Force Majeure Event shall continue; provided, however, that if the Force Majeure Event has a longer duration than as set forth in the Delay Notice, or as reasonably determined by the Chair, the Chair shall grant additional time for Substantial Completion or Final Completion, as the case may be. If Declarant fails to resume performance of the applicable Phase 1 Public Space Work within three (3) months after the cessation of the Force Majeure Event (as reasonably determined by the Chair), the City may, at its option, and following no less than thirty (30) days' written notice to Declarant, undertake performance of the applicable Phase 1 Public Space Work, and draw upon the aforesaid security, to the extent required to complete the Phase 1 Public Space Work. Upon Final Completion of the applicable Phase 1 Public Space Work (either by Declarant or the City), the City shall return the aforesaid security (or the undrawn balance thereof) to Declarant. Declarant hereby grants the City a license to enter upon such portions of the Subject Property as shall be required to exercise the self-help rights conferred upon the City by this Article VI. The City hereby agrees to indemnify, defend and hold each Indemnified Party harmless from and against any Claims arising by reason of its exercise of the

self-help rights set forth in this Article VI, except to the extent such claim is caused by or contributed by the gross negligence of the Indemnified Parties.

## ARTICLE V.

## ADMINISTRATION AND ENFORCEMENT

**SECTION 5.01** **Maintenance of Phase 1 Public Open Space**. Declarant shall be solely responsible for the maintenance of and repairs to Plaza A and the Phase 1 Streets (the "**Maintenance Obligation**").

**SECTION 5.02** **Denial of Public Access**. If the City has reason to believe that the use and enjoyment of the Phase 1 Public Space by any member of the public has, without reasonable cause, been denied by Declarant, and the City determines that such denial of access is in violation of the provisions of this Declaration and the Phase 1 Public Space Plans, the City shall have, after (a) notice to Declarant and (b) an opportunity for Declarant to present evidence disputing such alleged denial of access, in addition to such other rights as may be available at law or equity, the right to seek civil penalties at the New York City Environmental Control Board for a violation relating to privately owned public space.

**SECTION 5.03** Enforcement by City; No Enforcement by Third Parties.

(d) Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein.

(e) No Person other than Declarant, any Mortgagee, all holders of all holders of mortgages secured by any condominium unit or other individual residential unit located within the Subject Property and, from and after the Association Obligation Date, the Association, shall have any right to enforce the provisions of this Declaration. This Declaration shall not create any enforceable interest or right in any Person, other than Declarant, any Mortgagee and, from and after the Association Obligation Date, the Association, any of which shall be deemed to be a proper Person to enforce the provisions of this Declaration, and nothing contained herein shall be deemed to allow any other Person, any interest or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Applications. Any cure tendered by a partner or member of Declarant shall be accepted by the City as if tendered by Declarant.

**SECTION 5.04** **Additional Remedies**. Declarant acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof with an interest herein may pursue other remedies not specifically set forth herein, including, without limitation, the seeking of a mandatory injunction compelling Declarant, its heirs, successors or assigns, to comply with this Declaration.

**SECTION 5.05** Notice and Cure.

(f) Before any agency, department, commission or other subdivision of the City institutes any proceeding or proceedings to enforce any of the terms or conditions of this

Declaration by reason of the existence of an alleged breach or other violation hereunder, it shall give Declarant thirty (30) days' written notice of such alleged breach or other violation, during which period Declarant shall have the opportunity to effect a cure of such alleged breach or other violation. If Declarant commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as Declarant continues to proceed diligently with the effectuation of such cure.

(g) If Declarant fails to cure a breach or other violation under this Declaration within the applicable grace period provided in Section 5.05(a), then, prior to the institution by any agency or department of the City of any action, proceeding, or proceedings against Declarant in connection with such failure, the City shall give any Mortgagee (other than the holder of a mortgage secured by a condominium unit or other individual residential unit), which has notified the City of its interest in the Subject Property, thirty (30) days' written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

(h) If after due notice as set forth in this Section, Declarant and the Mortgagee fail to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Section and may disapprove any amendment, modification, or cancellation of this Declaration on the sole grounds that Declarant is in default of any material obligation under this Declaration.

## ARTICLE VI.

## MISCELLANEOUS

**SECTION 6.01** Effective Date; Recording.

(i) This Declaration and the provisions and covenants hereof shall become effective upon the Effective Date.

(j) Promptly, and no later than ten (10) days prior to accepting any new building permit permitting construction of a Phase 1 Building on the Subject Property, Declarant shall file and record this Declaration and any related waivers executed by Mortgagees or other Parties-in-Interest or other documents executed and delivered in connection with the Application and required by this Declaration to be recorded in public records, in the Register's Office, indexing them against the entire Subject Property, and deliver to the Chairperson and DCP within ten (10) days from any such submission for recording, a copy of such documents as submitted for recording, together with an affidavit of submission for recordation. Declarant shall deliver to the Chairperson and DCP a copy of all such documents, as recorded, certified by the Register's Office, promptly upon receipt of such documents from the Register's Office. If Declarant fails to so record such documents, then the City may record duplicate originals of such documents. However, all

fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant or by the City, shall be borne by Declarant.

**SECTION 6.02** Binding Nature; Successors.

(k) The provisions of this Declaration shall be covenants running with the land and shall inure to the benefit of, and bind, the respective heirs, successors, legal representatives and assigns of Declarant, including a Mortgagee (provided that no Mortgagee shall have any performance or payment obligations under this Declaration unless and until such Mortgagee succeeds to a possessory interest in the Subject Property), and all holders of mortgages secured by any condominium unit or other individual residential unit located within the Subject Property (provided that no such individual unit mortgagee shall have any performance or payment obligations under this Declaration unless and until such mortgagee succeeds to a possessory interest in the subject property) and references to Declarant shall be deemed to include such heirs, successors, legal representatives and assigns as well as the successors to their interests in the Subject Property. Reference in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

(l) [Notwithstanding anything to the contrary contained in this Declaration, neither the Association nor any Unit Interested Party (other than Declarant, if Declarant is a Unit Interested Party) shall have any obligations under this Declaration to construct the Phase 1 Public Space.]

**SECTION 6.03** Limitation of Liability.

(m) The City shall look solely to the interest of Declarant and any and all of its successors and assigns in the Subject Property, on an *in rem* basis only, for the collection of any money judgment recovered against Declarant or its successors and assigns, and no other property of Declarant or its principals, partners, shareholders, directors, members, officers or employees or successors and assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Declarant shall have no personal liability under this Declaration. In the event that any building in the Phase 1 Development is converted to condominium form of ownership, every condominium unit shall, as successor in interest to Declarant, be subject to levy or execution for the satisfaction of any monetary remedies of the City, to the extent of each Unit Interested Party's Individual Assessment Interest, and provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Proposed Development and not against selected individual units only. The "**Individual Assessment Interest**" shall mean the Unit Interested Party's percentage interest in the common elements of the condominium in which such condominium unit is located applied to an assessment imposed on the condominium in which such condominium unit is located in accordance with this Declaration. In the event of a default in the obligations of Declarant as set forth herein, the City shall have a lien upon the property owned by each Unit Interested Party solely to the extent of each such Unit Interested Party's unpaid Individual Assessment Interest, which lien shall include such Unit Interested Party's obligation for the costs of collection of such Unit Interested Party's unpaid Individual Assessment Interest. Such lien shall be subordinate to the lien of any Mortgage, the lien of any real property taxes, and the

lien of the board of managers of any such condominium for unpaid common charges of the condominium, and the lien of the Association pursuant to the provisions of Article VIII. The City agrees that, prior to enforcing its rights against a Unit Interested Party, the City shall first attempt to enforce its rights under this Declaration against Declarant, any Association and the boards of managers of any condominium association.

(n) The restrictions, covenants and agreements set forth in this Declaration shall bind Declarant and any successor-in-interest only for the period during which Declarant and any such successor-in-interest is the holder of a fee or ground lease interest in, or is a Party in Interest of, the Subject Property and only to the extent of such fee or ground lease interest or the interest rendering Declarant a Party in Interest. At such time as the named Declarant has no further fee interest in the Subject Property and is no longer a Party in Interest of the Subject Property, such Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in interest's interest.

**SECTION 6.04** **Governing Law**. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 6.05** **Severability**. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect.

**SECTION 6.06** Modifications.

(o) This Declaration may be modified, amended or canceled, and the Phase 1 Public Space Plans may be amended, only upon application by Declarant and subject to the approval of the Chairperson, and no other approval or consent shall be required for such modification, amendment or cancellation from any other public body, private person or legal entity of any kind, including, without limitation, any present or future Party-in-Interest.

(p) Notwithstanding anything to the contrary contained in this Declaration, for so long as Declarant (including any successor to its interest as fee owner of all or any portion of the Subject Property, other than a Unit Interested Party ) shall hold any fee interest in the Subject Property, or any portion thereof, (i) all Unit Interested Parties, (ii) all boards of managers of any condominium association, and (iii) any Association, hereby (x) irrevocably consent to any amendment, modification, cancellation, revision or other change in this Declaration by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominate, constitute and appoint Declarant, their true and lawful attorney-in-fact, coupled with an interest, to execute any document or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

(q) From and after the date that no Declarant holds any fee interest in the Subject Property or any portion thereof (other than one or more individual residential or commercial condominium units), if an Association shall have been organized as contemplated in this Declaration, such Association shall be deemed to be the sole Declarant and Party-in-Interest under this Declaration. In such event, such Association shall be the sole party with any right to amend, modify, cancel, revise or otherwise change the Declaration, or make any application therefore, and each and every Unit Interested Party hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Declaration by such Association; (y) waives and subordinates any rights it may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominates, constitutes and appoints such Association its true and lawful attorney-in-fact, coupled with an interest to execute any documents or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

**SECTION 6.07** **Offering Plan**. In the event that cooperative or condominium units are offered for sale in any building in the Proposed Development, a summary of the terms of this Declaration shall be included in any offering plan issued in connection therewith. Such offering plan shall clearly identify the rights and obligations pursuant to this Declaration of any cooperative or condominium that may be formed.

**SECTION 6.08** **Indemnification**. If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Declaration, provided, however, that nothing in this Section 6.08 shall impose on any Association any indemnification obligations other than with respect to the obligations set forth in Section 6.03 and Section 6.06(c) and the reasonable legal and administrative expenses incurred by the City arising out of or in connection with the enforcement of such obligations. If any judgment is obtained against Declarant from a court of competent jurisdiction in connection with this Declaration and such judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of said judgment.

**SECTION 6.09** **Exhibits**. Any and all exhibits, appendices, or attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

**SECTION 6.10** **Acknowledgement of Covenants**. Declarant acknowledges that the restrictions, covenants, easements, obligations and agreements in this Declaration will protect the value and desirability of the Subject Property as well as benefit the City of New York and all property owners within a one-half mile radius of the Subject Property.

**SECTION 6.11** **Representations**. Declarant represents and warrants that there are no restrictions of record on the use of the Subject Property, nor any present or presently existing future estates or interest in the Subject Property, nor any liens, obligations, covenants, easements, limitations or encumbrances of any kind, the requirements of which have not been

waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations and agreements of this Declaration.

**SECTION 6.12** **Further Assurances**. Declarant and the City each agree to execute, acknowledge and deliver such further instruments, and take such other or further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Declaration or to confirm or perfect any right to be created or transferred hereunder, all at the sole cost and expense of the party requesting such further assurances.

**SECTION 6.13** **Estoppel Certificates**. Whenever requested by a party, the other party shall within ten (10) days thereafter furnish to the requesting party a written certificate setting forth: (i) that this Declaration is in full force and effect and has not been modified (or, if this Declaration has been modified, that this Agreement is in full force and effect, as modified) and (ii) whether or not, to the best of its knowledge, the requesting party is in default under any provisions of this Declaration and if such a default exists, the nature of such default.

**SECTION 6.14** **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

## ARTICLE VII.

## NOTICES

**SECTION 7.01** Notices.

(r) All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent as follows:

If intended for Declarant, to:

With a copy to:

If intended for the City, to:

With a copy to:

If intended for DCP, to:

With a copy to:

iv. If intended for a Mortgagee, by mailing or delivery to such Mortgagee at the address given in its notice to DCP.

v. From and after the Association Obligation Date, a copy of all notices to Declarant shall include a copy to the Association, and the Association shall give notice to the City and DCP of its address for notice.

(s) Declarant, DCP or their respective representatives, by notice given as provided in this paragraph, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, overnight courier or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

## ARTICLE VIII.

## PROPERTY OWNERS' ASSOCIATION

**SECTION 8.01** **Property Owners' Association**. In the event that any Phase 1 Building is to be transferred such that one or more of the Phase 1 Buildings is no longer controlled by Declarant or an affiliate of Declarant, then in order to perform Declarant's obligations with respect to the Maintenance Obligation, to renew and maintain the Phase 1 Public Space Maintenance Security, and not to prevent access by the public to the Phase 1 Public Space in violation of the provisions hereof, Declarant shall cause to be organized a property owners' association (the "**Association**") upon the earliest of the following occurrences: (i) the issuance of a TCO for any portion of the Phase 1 Development (A) governed by a condominium regime, (B) conveyed to a housing corporation to be governed by a cooperative regime, or (C) governed by such other legal regime which shall require the organization of a homeowner's association or similar governing entity comprised of homeowners, or (ii) a fee interest in any portion of the Subject Property (not including a fee interest conveyed pursuant to individual residential condominium or cooperative housing unit sales) is conveyed to any other Person (the date of the creation of the Association, the "**Association Obligation Date**"). If an Association is required to be formed as set forth above, the provisions of Article VIII shall be operative. Notwithstanding the foregoing, in the event that one or more of the Phase 1 Buildings is no longer controlled by Declarant or an affiliate of Declarant, but such Phase 1 Building or Buildings is part of the same condominium regime as the other Phase 1 Buildings, then there shall be no obligation to create an Association hereunder and the board of managers of such condominium regime shall be required to assume Declarant's Maintenance Obligation and

obligations to renew and maintain the Phase 1 Public Space Maintenance Security as set forth in this Declaration.

**SECTION 8.02** **Filing Requirements**. The Association shall be organized in accordance with the terms of this Declaration and in accordance with the New York State Not-for-Profit Corporation Law. Declarant shall certify in writing to the Chairperson, or any individual succeeding to their jurisdiction, that the certificate of incorporation of the Association has been filed with the New York Secretary of State and that the certificate of incorporation and all other governing documents of the Association are in full compliance with the requirements of this Declaration and shall provide the Chair with copies of such certificate of incorporation and the other governing documents of the Association. If Declarant fails to comply with the provisions of this Section 8.02, the City may proceed with any available enforcement measures.

**SECTION 8.03** **Obligations**. The Association shall be established to, among other things, assume Declarant's Maintenance Obligation and obligations to renew and maintain the Phase 1 Public Space Maintenance Security as set forth in this Declaration.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

[PHIPPS ENTITY]

By: _____
Name:
Title:

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

On the ____ day of _____ _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

**REGULATORY AGREEMENT**

among

**_____,**

**_____**

**_____,**

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**

and

**THE CITY OF NEW YORK, ACTING BY AND THROUGH ITS DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

_____

_____
_____

BLOCK: ____

LOT: ____

COUNTY: _____

RECORD AND RETURN TO:

New York City Housing Development Corporation
110 William Street
New York, NY 10038
Attention: General Counsel

**REGULATORY AGREEMENT** (as may be amended, this "Agreement"), entered into as of _____, among _____ ("Non-LIHTC Owner"), _____ ("LIHTC Owner" and, together with Non-LIHTC Owner, jointly and severally the "Beneficial Owner"), each a New York limited liability company with an address _____, _____ (the "Legal Owner", and together with the Beneficial Owner, jointly and severally, the "Sponsor"), a New York not-for-profit corporation with an address _____, **NEW YORK CITY HOUSING DEVELOPMENT CORPORATION** ("HDC"), a New York public benefit corporation with its address at 110 William Street, New York, NY 10038, and **THE CITY OF NEW YORK** (the "City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT** ("HPD"), with its address at 100 Gold Street, New York, NY 10038.

## PRELIMINARY STATEMENT

**WHEREAS**, HDC and HPD have agreed to provide a portion of the construction and permanent financing for a rental housing development and related facilities, to be constructed on the premises identified in Schedule A (the "Premises"), as further described in Schedule B (the "Project");

**WHEREAS,** _____. (the "Fee Owner"), an entity unrelated to the Beneficial Owner or the Legal Owner, is the record owner of the Premises. The Fee Owner has entered into a ground lease for the Premises (the "Ground Lease") with _____ (the "Ground Lessee"), an affiliate of the Beneficial Owner;

WHEREAS, the Ground Lessee has assigned the Ground Lease to the Legal Owner by Assignment of Ground Lease (the "Assignment") dated as of the date hereof;

**WHEREAS**, as of the date of this Agreement, the Beneficial Owner and the Legal Owner have entered into a Declaration of Interest and Nominee Agreement (the "Nominee Agreement"), pursuant to which the Beneficial Owner is the beneficial owner of the Premises and the Legal Owner retains the leasehold interest in the Premises;

**WHEREAS**, the Sponsor intends to create a condominium on the Premises, pursuant to which the Premises will contain one building with _____ units: to be owned beneficially by LIHTC Owner, for the Tax Code Units (the "Tax Code Units Condo Unit"), ___unit for the Non-Tax Code Income-Restricted Unit (the "Mixed Condo Unit"), to be owned beneficially by the Non LIHTC Owner; the Tax Code Units Condo Unit is expected to receive Tax Credits and comprise the "building" for purposes of Section 42 of the Tax Code; however, the Project shall include both residential space condominium units and the commercial space condominium unit, as provided in Schedule B;

**WHEREAS**, HDC has agreed to make, pursuant to the HDC Commitment (as defined below; capitalized terms used but not defined in this preliminary statement are defined in Section 1.01): (i) a first mortgage loan to the Beneficial Owner in the aggregate principal amount of _____ (the "HDC Construction Loan"), which upon the Permanent Conversion will be partially prepaid and will become a permanent mortgage loan in the aggregate principal amount of _____ (the "HDC Permanent Loan" and together with the HDC Construction Loan, the "HDC Loan") and (ii) a subordinate mortgage loan to the Beneficial Owner in the aggregate principal amount of $_____ (the "HDC Additional Loan A") and (iii) a subordinate mortgage loan to the Beneficial Owner in the aggregate principal amount of $_____ (the HDC Additional Loan B" and together with the HDC Additional Loan A, the "HDC Additional Loan"); the HDC Loan and the HDC Additional Loan will be evidenced by notes made by the Beneficial

Owner and dated as of the date of this Agreement (collectively, and as may be amended, the "HDC Mortgage Note") and secured by mortgages made by the Sponsor and dated as of the date of this Agreement (collectively, and as may be amended, the "HDC Mortgage");

**WHEREAS**, the Beneficial Owner has requested that TD Bank, N.A. (the "Credit Provider") extend a stand-by letter of credit (the "Credit Instrument") for the benefit of HDC to further secure the Beneficial Owner's obligation to HDC under the HDC Construction Loan; the Credit Provider will service the HDC Loan and the HDC Additional Loan while the Credit Instrument is in place, pursuant to a Servicing and Release Agreement dated as of the date of this Agreement among the Beneficial Owner, the Credit Provider and HDC (as may be amended, the "Servicing and Release Agreement");

**WHEREAS**, the Beneficial Owner has applied to receive an allocation of Tax Credits from HPD by reason of the issuance of the Obligations by HDC, and an extended low income housing commitment is required pursuant to the Tax Code; the Tax Credits equity investor in the Beneficial Owner will be _____ LLC (the "Tax Credit Investor");

**WHEREAS**, the Sponsor expects to receive Real Property Tax Benefits;

**WHEREAS**, HDC requires that the Project and the Sponsor comply with marketing, occupancy and operating requirements as a condition to the making of the HDC Loan and the HDC Additional Loan, in order to fulfill HDC's statutory purpose of providing housing for people and families for whom the ordinary operations of private enterprise cannot provide an adequate supply of safe, sanitary and affordable housing;

**WHEREAS**, HPD requires that the Project and the Sponsor comply with marketing, occupancy and operating requirements as a condition to the allocation of the Tax Credits;

**WHEREAS**, in order for the Project to have the benefit of the HDC Loan, the HDC Additional Loan and the Tax Credits, HDC and HPD require that the Sponsor (i) agree to operate the Project in accordance with this Agreement and (ii) agree that the restrictions in this Agreement shall run with the Premises and bind all of the successors and assigns of the Sponsor, for so long as set forth in this Agreement;

**NOW**, **THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

## ARTICLE I. DEFINITIONS

**SECTION 1.01** Definitions. In this Agreement, the following terms shall have the meanings set forth below:

"Actual Rent" shall have the meaning set forth in Section 5.03.

"Agreement" shall have the meaning set forth in the preamble.

"AMI" shall mean the area median income for the New York metropolitan area, as determined by HUD from time to time, for a family of four, as adjusted for family size. All percentage of AMI numbers provided in this Agreement shall be calculated as the appropriate percentage adjustment to the income levels, as determined by HUD from time to time, for 50% of AMI families (also known as "very low income" families), as adjusted for family size. For example, 60% of AMI is equal to 120% of the 50% of AMI figure published by HUD; 100% of AMI is equal to 200% of the 50% of AMI figure. HDC and HPD may determine, however, in their sole discretion and from time to time, that another applicable AMI figure is published by HUD and

should be used to calculate a particular percentage of AMI number. For the purposes of determining rents for Income-Restricted Units, incomes shall be adjusted for family size as follows: Units with no bedrooms shall be treated as being occupied by a one-person family, and units with one or more bedrooms shall be treated as being occupied by 1.5 people per bedroom, regardless of the actual number of people occupying the unit.

"Annual Income" shall mean (i) when referring to the income of one tenant, the current gross income of such tenant and (ii) when referring to the income of a Household, the current gross income of all individuals in the Household, calculated in each instance in a manner consistent with the determination of low income families under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as was in effect immediately before such termination).

"Applicable AMI Limit" shall mean for any Tax Code Unit, the percentage of AMI specified as the income restriction for occupancy of the unit, as set forth in Section 4.02, such that, by way of example, the Applicable AMI Limit for a 60% of AMI Unit is 60% of AMI, and for any Non-Tax Code Income-Restricted Unit, the percentage of AMI specified for the initial rents as set forth in Schedule B, such that, by way of example, the Applicable AMI Limit for a 80% of AMI Unit (the income restriction for occupancy) is 80% of AMI (the initial rent level).

"Beneficial Owner" shall have the meaning set forth in the preamble.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the law of municipal, state and public agency financing, as selected by HDC.

"City" shall have the meaning set forth in the preamble.

"Compliance Period" shall have the meaning set forth in Section 6.02.

"Construction Loan Closing" shall mean the closing of the HDC Construction Loan and the HDC Additional Loan which shall occur simultaneously.

"Credit Instrument" shall have the meaning set forth in the WHEREAS clauses.

"Credit Provider" shall have the meaning set forth in the WHEREAS clauses.

"Default Rate" shall mean the U.S. prime rate of interest as reported from day to day in The Wall Street Journal, plus 4% per annum, or, if such prime rate is no longer available, the base rate or prime rate of interest of any "Money Center" bank designated by HDC or HPD, in each case in its sole discretion, plus 4% per annum.

"Eligible Tenant" shall mean a tenant who meets the income restrictions and other requirements

set forth in this Agreement and the Tax Code, as applicable.

"Event of Default" shall have the meaning set forth in Section 10.01.

"Extended Use Period" shall have the meaning set forth in Section 6.02.

"Fee Owner" shall have the meaning set forth in the WHEREAS clauses.

"FMR" shall mean the fair market rent as determined by HUD for the New York metropolitan area and in effect as of the date of the relevant rent determination.

"Ground Lease" shall have the meaning set forth in the WHEREAS clauses.

"HDC" shall have the meaning set forth in the preamble.

"HDC Act" shall mean the New York City Housing Development Corporation Act, Article XII of the New York Private Housing Finance Law, as may be amended, and any rules, regulations, policies or procedures promulgated under the statute.

"HDC Additional Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Commitment" shall mean the Construction and Permanent Financing Commitment and Agreement Dated _____ with respect to the HDC Financing, among the Beneficial Owner, the

Legal Owner, HDC and the guarantors of certain obligations of the Beneficial Owner, as may be amended.

"HDC Construction Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Mortgage" shall have the meaning set forth in the WHEREAS clauses.

"HDC Mortgage Note" shall have the meaning set forth in the WHEREAS clauses.

"HDC Permanent Loan" shall have the meaning set forth in the WHEREAS clauses.

"Homeless Unit" shall have the meaning set forth in Section 4.02.

"Household" shall mean all of the occupants of a unit whether or not legally related.

"HPD" shall have the meaning set forth in the preamble.

"HUD" shall mean the U.S. Department of Housing and Urban Development (and any successor agency).

"Income-Restricted Unit" shall mean a Tax Code Unit or a Non-Tax Code Income-Restricted Unit.

"Legal Owner" shall have the meaning set forth in the preamble.

"Legal Rent" shall have the meaning set forth in Section 5.02.

"LINC" shall mean the Living in Communities rental assistance program administered by the City of New York.

"LINC Rent" shall mean the maximum rent eligible to be subsidized under LINC.

"LINC Unit" shall mean a Unit occupied by a tenant receiving rental assistance through LINC.

"Loan Agreement" shall mean the Building Loan Agreement, and the Project Loan Agreement, if any, among HDC, the Beneficial Owner and the Legal Owner, dated as of the date of this Agreement and as may be amended.

"Loan Documents" shall mean, collectively, (i) the HDC Mortgage, the HDC Mortgage Note and all other documents delivered in connection with the HDC Loan or the HDC Additional Loan.

"Management Agreement" shall have the meaning set forth in Section 7.01.

"Managing Agent" shall have the meaning set forth in Section 7.01.

"Nominee Agreement" shall have the meaning set forth in the WHEREAS clauses.

"Non-Tax Code Income-Restricted Unit" shall mean any unit that is not a Tax Code Unit, but that is required to be leased pursuant to this Agreement to a tenant who qualifies as an Eligible Tenant with an Annual Income prior to initial occupancy that is at or below an income level or

levels specified in Section 4.02. This category includes any units designated in Section 4.02 as having income restrictions for occupancy at any level above 60% of AMI.

"Obligations" shall mean that portion of the obligations issued by HDC to fund the HDC Loan in whole or in part pursuant to the Resolution.

"Occupancy Restriction Period" shall have the meaning set forth in Section 2.01.

"Permanent Conversion" shall mean the conversion of the HDC Construction Loan to the HDC Permanent Loan.

"Permitted Mortgages" shall mean the HDC Mortgage and any other mortgage affecting the Premises incurred with the prior written consent of HDC.

"Premises" shall have the meaning set forth in the WHEREAS clauses.

"Project" shall have the meaning set forth in the WHEREAS clauses.

"Public Assistance" shall mean Temporary Assistance for Needy Families (TANF) or Family Assistance (FA) or Safety Net Assistance (SNA) as defined by the New York State Office of Temporary and Disability assistance (OTDA) and administered by New York City Human Resources Administration or a successor agency or any other public assistance program approved by HPD.

"Real Property Tax Benefits" shall mean the exemption from or abatement of real property tax with regard to the Project pursuant to Section 420-c of the New York Real Property Tax Law, as may be amended.

"Rent Stabilization" shall mean Title 26, Chapter 4 of the New York City Administrative Code (and any successor statute) and the rules and regulations promulgated under the statute.

"Rental Assistance Unit" shall mean either a Section 8 Unit or a LINC Unit.

"Rental Assistance" shall mean either Section 8 or LINC.

"Rental Assistance Tenant" shall mean a tenant receiving either Section 8 or LINC.

"Resolution" shall mean HDC's Multi-Family Housing Revenue Bonds Bond Resolution adopted on July 27, 1993, as amended or supplemented.

"Section 8" shall mean a federal rental subsidy pursuant to the Section 8 housing choice voucher program, the Section 8 rental certificate program, the Section 8 project-based rental assistance program, or any successor programs under the United States Housing Act of 1937, as amended.

"Section 8 Rent" shall mean the maximum rent for a unit that is eligible to be subsidized under the applicable Section 8 program. For example, in the case of any unit occupied by a tenant

with a Section 8 voucher, the unit will be deemed a Section 8 Unit and the Section 8 Rent shall be the voucher payment standard as authorized by the government agency issuing the voucher.

"Section 8 Unit" shall mean a unit occupied by a tenant receiving a Section 8 voucher or certificate or a unit subject to the Section 8 project-based rental assistance program.

"Servicing and Release Agreement" shall have the meaning set forth in the WHEREAS clauses.

"Shelter Allowance" shall mean the monthly portion of Public Assistance intended and used for housing expenses, as adjusted for household size.

"Social Service Contract" shall have the meaning set forth in Section 4.08(b).

"Social Service Plan" shall have the meaning set forth in Section 4.08(b).

"Social Service Reserve" shall have the meaning set forth in Section 4.08(b).

"Sponsor" shall have the meaning set forth in the preamble.

"State" shall mean the State of New York.

"Student Unit" shall mean a unit where all of the occupants of the unit are students, as defined in Section 152(f)(2) of the Tax Code, subject to the exceptions given in Section 42(i)(3)(D) of the Tax Code.

"Superintendent Unit" shall mean a unit occupied by a resident superintendent or porter of the Project.

"Tax Code" shall mean the Internal Revenue Code of 1986, as may be amended, and any rules or regulations promulgated under the statute.

"Tax Code Unit" shall mean any unit that is occupied by a tenant who qualified under this Agreement as an Eligible Tenant pursuant to Sections 42 and 142 of the Tax Code, as applicable, prior to initial occupancy. This category includes any units designated in Section 4.02 as having income restrictions for occupancy at any level at or below 60% of AMI. No Student Unit or Superintendent Unit shall qualify as a Tax Code Unit.

"Tax Code Unit Percentage" shall mean the percentage of units (excluding any Superintendent Unit) that are Tax Code Units.

"Tax Credit Investor" shall have the meaning set forth in the WHEREAS clauses.

"Tax Credits" shall mean the low income housing tax credits available to the Sponsor due to the inclusion of Tax Code Units in the Project pursuant to Sections 42 and 142 of the Tax Code and any related rules and regulations.

"Unit" or "unit" shall mean a residential apartment located in the Project.

References to this Agreement. References in this Agreement to specific articles, sections, schedules, etc. refer to provisions in this Agreement unless otherwise noted.

Headings. Headings are for reference only and shall not control the interpretation of this Agreement.

Preliminary Statement. The recitals in the preliminary statement are a part of the agreement of

the parties and are incorporated in this Agreement for all purposes.

## ARTICLE II. TERM OF RESTRICTIONS

**SECTION 2.01** Occupancy Restriction Period. The Project and the Sponsor shall be subject to the requirements of this Agreement during the Occupancy Restriction Period (as defined in this section), except as may be specifically provided otherwise in this Agreement. The "Occupancy Restriction Period" shall mean a minimum of 30 years from the date that is the later of (i) the date that 10% of the units are first occupied after completion of construction of the Project and (ii) the date of issuance of the Obligations. The Occupancy Restriction Period may be longer than this minimum period, and shall end on the latest of the following dates:

(a) the date that is 15 years after the date on which 50% of the units are first occupied;

(b) the first day on which no Obligation or other tax-exempt private activity obligation with respect to the Project is outstanding;

(c) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates;

(d) the date of the end of the Extended Use Period (see Section 6.02);

(e) the date on which the Real Property Tax Benefits expire;

(f) the date on which the HDC Mortgage and any other mortgage held by with respect to the Project have been satisfied;

(g) 30 years from the date of the Permanent Conversion.

**SECTION 2.02** Post-Occupancy Restriction Period. Any provisions of this Agreement (i) necessary to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Obligations and (ii) governing the rental of units after the Occupancy Restriction Period ends, and the enforcement of such provisions, shall remain in effect for as long as may be necessary to preserve and enforce such provisions.

**SECTION 2.03** Unforeseen Events. This Agreement shall cease to apply in the event, to the extent and for the duration of any involuntary non-compliance caused by fire, seizure, requisition, condemnation, change in federal law or any action of a federal agency after the date of issuance of the Obligations that prevents HDC and HPD from enforcing some or all of this Agreement, or any similar event, if in any such event (i) the Obligations used to provide the Project are retired within a reasonable period, or (ii) the amounts received as a result of the

unforeseen event, subject to the rebate requirement of Section 148 of the Tax Code, are used to provide a project that meets the requirements of Section 142(d) of the Tax Code.

**SECTION 2.04** Termination; Release.

(a) Consent of HDC and HPD Required. This Agreement shall not be terminated without the prior written consent of HDC and HPD, except as provided otherwise in this section.

(b) Foreclosure. In the event of a foreclosure or deed in lieu of foreclosure of the HDC Mortgage, or a comparable conversion of the Project, this Agreement shall terminate only (i) upon written request of the owner of the HDC Mortgage, and (ii) if, within a reasonable period, the Obligations are retired (it being agreed that HDC shall cause the Obligations to be retired within a reasonable period pursuant to the terms of the Resolution) and the HDC Additional Loan is paid in full. However, if the Sponsor or a related person obtains an ownership interest in the Project after any such foreclosure, deed in lieu of foreclosure or comparable conversion, but during the Occupancy Restriction Period, this Agreement shall be reinstated in full force and effect.

(c) Release. At the request of the Sponsor, HDC and HPD shall provide the Sponsor with a release of this Agreement in recordable form upon termination of this Agreement.

(d) Conversion to Co-Op or Condo. After the Occupancy Restriction Period ends, the Sponsor may convert the Project to cooperative or condominium ownership of individual units, subject to the requirements and restrictions under the Ground Lease. Such a conversion shall not be made pursuant to an eviction plan, as defined by Section 352-eeee of the New York General Business Law, as may be amended.

## ARTICLE III. GENERAL COMPLIANCE

**SECTION 3.01** Compliance with Laws and Regulations. The Sponsor shall do all things necessary to ensure the following:

(a) HDC Financing. The Sponsor shall comply, and shall cause the Project to comply, with (i) this Agreement, (ii) the Loan Documents, (iii) the HDC Act and (iv) any rules adopted by HDC relating to the HDC Loan, the HDC Additional Loan or the operation of the Project as may be necessary to enforce this Agreement. Any violation of the requirements of the Loan Documents may be declared an Event of Default under this Agreement.

(b) Tax-Exempt Obligations. The Sponsor shall comply, and shall cause the Project to comply, with the applicable provisions of the Tax Code and this Agreement in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Obligations.

(c) Tax Credits. The Sponsor shall comply, and shall cause the Project to comply, with (i) the provisions of the Tax Code governing the Tax Credits, (ii) the extended low income housing commitment provisions of this Agreement (Article VI) and (iii) HDC's monitoring procedures with respect to the Tax Credits.

(d) Real Property Tax Benefits; Other Agreements and Permits. The Sponsor shall do all things necessary: (i) to maintain the Real Property Tax Benefits, (ii) to maintain any permits or agreements with government agencies, including HDC and HPD, in good standing and (iii) to comply with the requirements of such agencies. Any violation of the requirements of the Real Property Tax Benefits, or any permits or agreements with or requirements of any government agencies, may be declared an Event of Default under this Agreement.

**SECTION 3.02** More Restrictive Provisions Control. If this Agreement conflicts with any other applicable agreement, law, regulation or permit, or if any provision of this Agreement conflicts with any other provision of this Agreement, the more restrictive provision (as determined by HDC and HPD) shall control.

## ARTICLE IV. PROJECT OCCUPANCY

**SECTION 4.01** General Compliance. The Sponsor agrees that the occupancy requirements for the Project shall comply with (i) the HDC Act and the rules and regulations of HDC and HPD, including any requirements pertaining to Eligible Tenants or Income-Restricted Units, (ii) all provisions of the Tax Code that may or shall affect (1) the exclusion from gross income for purposes of federal income taxation of interest on the Obligations or (2) the Tax Credits, (iii) any applicable requirements of Section 8 and (iv) any other provisions of federal, state or local law or regulation that may be applicable, including the Loan Documents (so long as they remain in effect).

**SECTION 4.02** Distribution of Units. The Sponsor shall lease the units (excluding any Superintendent Unit) to Eligible Tenants as provided in this section. In calculating the number

of units in each category below, no unit may be counted multiple times unless specifically stated otherwise.

(a) Tax Code Units. In accordance with the distribution set forth in Schedule B, 77 units shall be Tax Code Units.

(i) The Sponsor shall lease no fewer than all Tax Code Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 60% of AMI ("60% of AMI Units").

(b) Non-Tax Code Income restricted Units. In accordance with the distribution set forth in Schedule B, __ units shall be Non-Tax Code Income Restricted Units.

(i) The Sponsor shall lease no fewer than all of the Non-Tax code Income restricted units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 80% of AMI ("80% of AMI Units").

(c) Homeless Units. The Sponsor shall lease no fewer than __ Tax Code Units solely to tenants who are referred by the New York City Department of Homeless Services, HPD or an alternate referral source acceptable to HPD and HDC ("Homeless Units"). The distribution of Homeless Units shall be as set forth in Schedule B. This distribution may be adjusted at initial rent-up with prior written consent of HDC and HPD. This requirement shall commence on the first day of the Occupancy Restriction Period and shall terminate on the last day of the thirtieth year of such period. Any vacancy in a Homeless Unit must be filled with a tenant referred to the Project by DHS, HPD or another referral source approved by HPD.

**SECTION 4.03** Changes to Distribution of Units. Except by reason of an involuntary change caused by unforeseen events such as fire, seizure, requisition or condemnation:

(a) Changes Violating Certifications. The Sponsor shall make no changes in the amount of residential and non-residential space or in the number of units, which in the opinion of Bond Counsel, would cause a violation of the certifications presented to HDC with respect to such space or units and adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Obligations; and

(b) Tax Code Unit Percentage. The Sponsor shall not reduce the Tax Code Unit Percentage for the Project below 100%, unless the Sponsor receives the prior written consent of HDC and HPD, which may be granted in the sole discretion of HDC and HPD.

**SECTION 4.04** General Requirements for Units.

(a) Rental to the General Public; Non-Transient Units. Each unit (excluding any Superintendent Unit) shall be rented or made available for rental on a continuous basis to the general public, subject to any preferences required under this Agreement. None of the units shall be used on a transient basis or as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park.

(b) Primary Residence. Units may only be occupied as a primary residence, as defined by Rent Stabilization, pursuant to a one- or two-year lease and by natural people or families who are otherwise eligible to occupy the unit pursuant to this Agreement. The Sponsor shall only offer a vacant unit for occupancy by natural people or families intending to occupy the unit as their primary residence pursuant to a one- or two-year lease, and shall not cause or permit the sublease or assignment of any unit for transient occupancy, for occupancy by any Household that is not eligible, or to any corporation or other entity.

(c) Condition of Units. The units shall be suitable for occupancy and similarly constructed and shall contain living, sleeping, eating, cooking and sanitation facilities for a single person or family. The Homeless Units must be furnished in a manner that is satisfactory to HPD.

(d) Integration of Tax Code Units. The Sponsor shall not segregate or physically isolate Tax Code Units from any other units in the Project, and Tax Code Units shall be reasonably dispersed throughout the Project.

**SECTION 4.05** Marketing Guidelines. The Sponsor shall comply with the procedures and requirements of HDC and HPD pertaining to the marketing and rent-up of all Income-Restricted Units, including the use of HDC's forms for verifying Annual Income and Household size. HDC

and HPD reserve the right to require that all Income-Restricted Units that become vacant at a future date are marketed pursuant to marketing guidelines provided by HDC or HPD.

**SECTION 4.06** Qualification of Eligible Tenants. The Sponsor shall comply with the procedures and requirements of HDC and HPD and any applicable provisions of the Tax Code pertaining to the initial and ongoing qualification of Eligible Tenants.

(a) Applicant Certifications. Prior to the initial rental of any Income-Restricted Unit or the rental of any Income-Restricted Unit after vacancy, the Sponsor shall determine whether each applicant for the unit qualifies as an Eligible Tenant. The Sponsor shall obtain a certification of Annual Income and Household size from each applicant, along with the documentation necessary to verify the certification. The Sponsor shall verify each certification in a manner consistent with the verification of Annual Income under Section 8. If an applicant is receiving assistance under Section 8, the verification requirement is satisfied if the public housing agency providing the assistance gives the Sponsor a statement indicating that the applicant qualifies as an Eligible Tenant. The Sponsor may consult with HDC and HPD to obtain guidance on the applicant certification process.

(b) Agency Review Prior to Initial Rental. Prior to the initial rental of any Income-Restricted Unit or the rental of any Income-Restricted Unit after vacancy, the Sponsor shall furnish to HDC (and to HPD, if requested by HPD in writing) the certification of Annual Income and Household size provided by the applicant selected for the unit, along with verification documentation as may be required by HDC, HPD or under the Tax Code in order to review the qualifications of the applicant. No lease for any Income-Restricted Unit shall be executed until the Sponsor has received approval from HDC (and HPD, if applicable).

(c) Annual Tenant Certifications (Tax Code Units). On an annual basis, the Sponsor shall certify to HDC as to the Household size and student status of each tenant residing in a Tax Code Unit.

(d) Annual Agency Reviews (Tax Code Units). The Sponsor shall furnish to HDC (and to HPD, if requested by HPD in writing), on an annual basis or more frequently if required in writing by HDC or HPD in order to ensure compliance with this Agreement, a certification by the Sponsor documenting the annual tenant certifications provided in accordance with paragraph (c) above, along with verification documentation (if requested by HDC or HPD). The Sponsor shall also furnish any reports or other documents that HDC or HPD reasonably determine are necessary to establish compliance with this Agreement and the Tax Code.

(e) Tenant's Failure to Certify; Fraud. If a tenant residing in an Income-Restricted Unit fails to provide the Sponsor with certifications and documentation as required within 60 days of the Sponsor's request, or if such a tenant provides false or fraudulent materials at any time, then the Sponsor may, or at the request of HDC or HPD shall, refuse to offer a lease renewal and/or commence legal action to terminate the lease of the tenant.

**SECTION 4.07** Changes in Tenant Income. An Eligible Tenant shall be entitled to remain in occupancy and to obtain a lease renewal to the extent provided under Rent Stabilization even

if the tenant's Annual Income, after initial occupancy, exceeds the maximum for initial eligibility. No Eligible Tenant may be evicted or have his or her tenancy terminated except for good cause.

**SECTION 4.08** Reserves and Social Services Plan for Homeless Units.

(a) Social Services Plan for Homeless Units.

(i) Prior to initial rent-up, the Sponsor shall submit for approval to HPD (and to HDC, if requested by HDC in writing) a social services plan from a social service provider approved by HPD detailing the services to be provided to tenants of Homeless Units (the "Social Services Plan"). The Sponsor shall obtain the written approval of HPD for the Social Services Plan (and the written approval of HDC, if HDC has requested to review the plan) prior to initial rent-up.

(ii) Following receipt of this approval, the Sponsor shall enter into a contract (the "Social Services Contract") with the approved social services provider documenting the Social Services Plan and shall thereafter cause the provider to implement the approved Social Services Plan on a continuous basis. Any amendments to the Social Services Plan or Social services Contract shall require the prior written consent of HPD (and HDC, if requested by HDC in writing).

(b) Social Service Reserve.

(i) At Construction Loan Closing, Sponsor shall deposit into a social service reserve an amount equal to$_____ per Homeless Unit to be held and serviced by HDC (the "Social Service Reserve").

(ii) On the first day of the first month subsequent to the release of the Credit Instrument, Sponsor shall deposit ($____) ("Second Deposit") into the Social Service Reserve ("Deposit Date").

(iii) On the first anniversary of the Deposit Date and on each anniversary thereafter, Sponsor shall deposit the Second Deposit amount increased by 3% compounding annually.

(iv) Withdrawals may be made from the Social Service Reserve only upon the approval of HDC for the purpose of paying for social services provided in the Social Services Plan and the Social Services Contract.

## ARTICLE V. RENTS AND LEASES

**SECTION 5.01** Compliance with Rent Stabilization.

(a) All Units Subject to Rent Stabilization. All units shall be subject to Rent Stabilization and shall remain subject to Rent Stabilization after the Occupancy Restriction Period ends. The Sponsor shall follow all procedures and guidelines of New York State Homes & Community Renewal ("HCR") (or any successor agency enforcing Rent Stabilization) and all relevant requirements of Rent Stabilization. However, pursuant to a special agreement on rent regulation with the New York State Division of Housing and Community Renewal (a predecessor of HCR), HCR will not regulate the Project in a manner that is inconsistent with the Tax Code or with this Agreement. Where there may be inconsistencies, the more restrictive provisions of the Tax Code and this Agreement shall prevail.

(b) No Exemptions from Rent Stabilization. The Sponsor shall not claim any exemption or exclusion from Rent Stabilization to which the Sponsor might be entitled with respect to any unit. This includes any exemption or exclusion from the rent limits, lease renewal requirements, registration requirements or other provisions of Rent Stabilization due to (i) the vacancy of a unit where the rent exceeds a prescribed maximum amount, (ii) the fact that the tenant's income or rent exceeds prescribed maximum amounts, (iii) the nature of the tenant or (iv) any other factor. This section shall continue to apply to Income-Restricted Units after the Occupancy Restriction Period ends until any such unit becomes vacant (except for any vacancy resulting from a breach of the warranty of habitability, harassment, constructive eviction or any similar action caused by the Sponsor).

(c) Permitted Increases under Rent Stabilization.

(i) In General. Where this Agreement allows rent increases under Rent Stabilization for Income-Restricted Units (subject to the other restrictions on increases contained in this Agreement), such language shall permit only those increases that are based on the percentage increases for one- and two-year lease renewals approved annually by the New York City Rent Guidelines Board (or any successor). Subject to the exceptions given in this paragraph (c), rents shall not be increased or registered at a greater amount for any other reason typically allowed under Rent Stabilization, including vacancy lease increases, major capital improvement ("MCI") increases or individual apartment improvement ("IAI") increases. This prohibition applies to both Legal Rents (the registered legal regulated rents) and Actual Rents (which are to be registered as preferential rents). To be clear, this section shall not apply after the Occupancy Restriction Period ends.

(ii) Exception for Certain Vacancy Lease Increases. Upon vacancy of an Income-Restricted Unit, if the Legal Rent is less than 30% of the Applicable AMI Limit (adjusted for a monthly rent), then the Sponsor may increase the Legal Rent by the lesser of (1) the vacancy lease increase permitted by Rent Stabilization and (2) the amount required to increase the Legal Rent up to 30% of the Applicable AMI Limit (adjusted for a monthly rent).

(d) Contractual Rent Regulation. If Destabilization (as defined in this paragraph) occurs during the Occupancy Restriction Period, then all units that have undergone Destabilization shall be subject to Contractual Rent Regulation (as defined in this paragraph). If some units remain subject to Rent Stabilization while other units have undergone Destabilization, Contractual Rent Regulation will only apply to the units that have undergone Destabilization. For purposes of this paragraph:

(i) "Destabilization" shall mean any set of facts that causes Rent Stabilization to no longer apply to the units, whether by expiration, legislative repeal, judicial invalidation or any other reason.

(ii) "Contractual Rent Regulation" shall mean the following after Destabilization: (1) The Sponsor shall be required to offer new and renewal leases on the same terms and conditions as had been required by Rent Stabilization at the time of Destabilization (subject however to the provisions in subparagraphs (2) and (3) below) as if the unit were still subject to and not excluded or exempted from any provision of Rent Stabilization, including, but not limited to, any exemption or exclusion regarding rent limits, renewal lease requirements, or any other provision due to (w) the vacancy of a unit where the rent exceeds a prescribed maximum amount, (x) the fact that tenant income or unit rent exceeds prescribed maximum amounts, (y) the nature of the tenant or (z) any other factor. (2) The "Legal Rent," as such term is used in this Agreement, shall be limited by percentage increases calculated based on a method or index established by HPD for determining the maximum increase to Legal Rent upon lease renewal or vacancy. Such method or index shall be based on inflation or on factors substantially equivalent to the factors considered in calculating such increases under Rent Stabilization at the time of Destabilization, and shall incorporate a method for determining and implementing increases to Legal Rent by reason of major capital improvements performed by the Sponsor, to the extent that such increases, if any, are not prohibited under this Agreement. HPD will publish such methodology in the City Record and will provide a copy of the methodology to the Sponsor upon request. (3) Wherever this Agreement limits increases in rent by increases as permitted by Rent Stabilization (or language of similar import), such increases shall be limited by the percentage increases established by HPD as described in subparagraph (2) above.

**SECTION 5.02** Registration in Accordance with Rent Stabilization. The Sponsor shall register the rents for each unit in accordance with Rent Stabilization as follows:

(a) Legal Rents. The initial legal regulated rent for each unit shall be the amount set forth in Schedule B. This amount may increase upon lease renewal or vacancy in accordance with Rent Stabilization (as limited by Section 5.01). This amount, as adjusted from time to time as permitted, shall be the "Legal Rent".

(b) Registered Preferential Rents. If the Actual Rent (as defined in the following section) for a unit is less than the Legal Rent for the unit, then the Actual Rent shall be registered as a preferential rent.

(c) Registration of Rents. A sample registration form is attached as Schedule C. The Sponsor shall provide a copy of the initial registration form for all units to HDC (and to HPD, if requested in writing by HPD) prior to the Permanent Conversion.

(d) Annual or Biannual Re-Registration. After initial registration, on an annual or biannual basis as applicable for each unit, and in accordance with Rent Stabilization, the Sponsor shall re-register the Legal Rent then in effect as the legal regulated rent and the Actual Rent in effect as a preferential rent.

**SECTION 5.03** Actual Rents. The Sponsor shall lease each Income-Restricted Unit for a rent that does not exceed the maximum amount permitted below (such amount shall be the "Actual Rent"). The Actual Rent shall be the rent that appears on the lease and that may be collected by the Sponsor (i.e., it shall include the rent paid by the tenant and any rental subsidy, but not the applicable utility allowance). Certain limits given below may in practice equal the same amount.

(a) Tax Code Units.

(i) Initial Rents. The initial Actual Rent for a Tax Code Unit (whether or not a Homeless Unit) shall be the following:

If the Unit is not a Rental assistance Unit, the initial Actual Rent shall not exceed the least of:

1) the Legal Rent (as set forth in Schedule B);

2) the initial Actual Rent set forth in Schedule B; and

3) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

If the unit is a Section 8 Unit, the initial Actual Rent shall not exceed the least of:

1) the Legal Rent (as set forth in Schedule B);

2) the Section 8 Rent; and

3) for Section 8 Units that are not Homeless Units,90% of FMR or for Section 8 Units that are Homeless Units, 100% of FMR.

If the Unit is a LINC Unit that is not a Rental assistance Unit, the initial Actual Rent shall not exceed the lesser of:

1) the legal rent (as set forth in Schedule B); and

2) the LINC Rent.

If the Unit is a Homeless Unit that is not a Rental assistance Unit, the initial Actual Rent shall be subject to the following additional restrictions:

1) if the tenant is in receipt of Shelter Allowance, the initial Actual Rent shall not exceed the Shelter Allowance.

2) if the tenant is not in receipt of Shelter Allowance, the initial Actual Rent shall not exceed 30% of 30% of AMI.

(ii) Lease Renewal. The Actual Rent for a Tax Code Unit (whether or not a Homeless Unit) upon lease renewal shall be subject to the following:

If the unit is not a Rental Assistance Unit, the Actual Rent shall not exceed the

least of:

1) the Legal Rent;

2) the prior Actual Rent increased as permitted by Rent Stabilization (as limited by Section 5.01); and

3) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

If the unit is a Section 8 Unit, the Actual Rent upon lease renewal shall not exceed the least of:

1) the Legal Rent;

2) the Section 8 Rent; and

3) for Section 8 Units that are not Homeless Units, 90% of FMR or for Section 8 Units that are Homeless Units 100% of FMR.

If the unit is a LINC Unit, the Actual Rent upon lease renewal shall not exceed the least of:

1) the Legal Rent; and

2) the LINC Rent.

The Actual Rent upon lease renewal for a Tax Code Unit that is a Homeless Unit and not a Rental assistance Unit shall be subject to the following additional restrictions:

If the tenant was in receipt of Shelter Allowance at the time of the lease renewal and was in receipt of Shelter Allowance during the prior lease period, the Actual Rent upon lease renewal shall equal the least of:

1) the Legal Rent;

2) the prior Actual Rent increased as permitted by Rent Stabilization (as limited by Section 5.01): and

3) 30% of 30% of AMI.

If the tenant was in receipt of Shelter Allowance during the prior lease period and ceases to be in receipt of Shelter Allowance at the time of lease renewal, the Actual Rent shall equal 30% of 30% of AMI.

If the tenant was not in receipt of Shelter Allowance during the prior lease period, the Actual Rent upon lease renewal shall not exceed the lesser of:

1) the Legal Rent;

2) the prior Actual Rent increased as permitted by Rent Stabilization

(as limited by Section 5.01); and

3) 30% of 30% AMI.

(iii) Vacancy. Upon vacancy of a Tax Code Unit that is neither a Rental Assistance Unit nor a Homeless Unit, the Actual Rent for the new Eligible Tenant shall not exceed the lesser of:

1) the Legal Rent; and

2) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

If the unit is a Section 8 Unit, the Actual Rent upon vacancy shall not exceed the least of:

1) the Legal Rent;

2) the Section 8 Rent; and

3) for Section 8 Units that are not Homeless Units, 90% of FMR or for Section 8 Units that are not Homeless Units, 100% of FMR.

If the unit is a LINC Unit (whether or not it is a Homeless Unit), the Actual Rent upon vacancy shall not exceed the least of:

1) the Legal Rent; and

2) the LINC Rent.

If the unit is a Homeless Unit and not a Rental Assistance Unit the Actual Rent upon vacancy shall be the Shelter Rent Allowance, or if the tenant is not in receipt of Shelter Allowance, the Actual Rent upon vacancy shall be 30% of

30% of AMI.

(iv) Tax Code Maximums. In no event shall any tenant of a Tax Code Unit, including those Section 8 Units and LINC Units that are also Tax Code Units, pay a rent that is greater than the amount permitted by the Tax Code or, for tenants of Section 8 Units and LINC Units, a tenant rent share that is greater than the amount required by Section 8 or LINC, as applicable, and allowed by the Tax Code, nor shall the Sponsor charge an Actual Rent or increase the Actual Rent for any Tax Code Unit except as permitted by the Tax Code.

(b) Non-Tax Code Income-Restricted Units.

(i) Initial Rents. The initial Actual Rent for a Non-Tax Code Income-Restricted Unit shall not exceed the lesser of:

1) the Legal Rent (as set forth in Schedule B); and

2) the initial Actual Rent set forth in Schedule B.

(ii) Lease Renewal. Upon lease renewal for a Non-Tax Code Income-Restricted Unit, the Sponsor may only increase the Actual Rent to the least of:

1) the Legal Rent;

2) the prior Actual Rent increased as permitted by Rent Stabilization (as limited by Section 5.01); and

3) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

(iii) Vacancy. Upon vacancy of a Non-Tax Code Income-Restricted Unit, the Actual Rent for the new Eligible Tenant shall not exceed the lesser of:

1) the Legal Rent; and

2) an amount that is the greater of (x) the Actual Rent that would have been permitted upon lease renewal for the prior tenant and (y) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

(iv) 2% Floor. Notwithstanding the provisions of paragraph (b) above, upon lease renewal or vacancy of any Non-Tax Code Income-Restricted Unit, if the percentage increase that is allowed under Rent Stabilization is 2% or greater, but an Actual Rent at 30% of the Applicable AMI Limit (adjusted for a monthly rent) would restrict the rent increase to a percentage increase that is less than 2%, then the Sponsor may increase the tenant's Actual Rent by 2%.

(c) 30% Limits Apply to Gross Rents. All provisions in this Agreement limiting a rent to 30% of the Applicable AMI Limit shall mean that the sum of the rent and the applicable utility allowance (i.e., the gross rent) shall not exceed 30% of the Applicable AMI Limit.

**SECTION 5.04** Additional Requirements for Rental Assistance Units.

(a) Tenant's Loss of Rental Assistance. If a Rental Assistance Tenant is occupying a Tax Code Unit and the tenant loses his or her Rental Assistance at any time, then the Sponsor shall immediately revise the tenant's Actual Rent to an amount that does not exceed the maximum amount that may be collected under the Tax Code or otherwise allowed under this Agreement.

(b) Vacancy; No New Rental Assistance. Upon vacancy of a Tax Code Unit that had been occupied by a tenant with Rental Assistance, if the next tenant identified for the unit does not have Rental Assistance, but he or she is an Eligible Tenant for a Tax Code Unit, then the Sponsor shall set the Actual Rent for the new tenant in accordance with Section 5.03, and to an amount that does not exceed the maximum amount that may be collected under the Tax Code. The Sponsor shall register this revised Actual Rent as the new preferential rent for the unit. For avoidance of doubt, upon the vacancy of a Tax Code Unit that is a Homeless Unit that had been occupied by a tenant with Rental Assistance, if the next Eligible Tenant referred to the Project by DHS, HPD or another referral source approved by HPD does not have Rental assistance, then the Sponsor shall set the Actual rent for the new tenant in accordance with Section 5.03, and to an amount that does not exceed the maximum amount that may be collected under the Tax Code or otherwise allowed under this Agreement.

**SECTION 5.05** Post-Occupancy Restriction Period.

(a) Rents for Income-Restricted Units at 80% of AMI and Below. After the Occupancy Restriction Period ends, but not less than 150 days prior to the end of each lease with an Eligible Tenant who occupies an Income-Restricted Unit having an income restriction for occupancy at 80% of AMI or below (including Tax Code Units), the Sponsor shall request that the tenant submit to the Sponsor a certification of Annual Income and Household size and verification documentation. Lease renewals for these tenants shall be offered as follows:

(i) Continuing Eligible Tenants. A tenant with a verified Annual Income and Household size that continues to qualify the tenant as an Eligible Tenant for the unit, as applicable, as of the date of the certification shall be entitled to a lease renewal and shall pay the Actual Rent that would be in effect for the succeeding lease renewal term. Thereafter, the tenant shall be entitled to continued lease renewals, and the rent shall be increased as permitted pursuant to Rent Stabilization for so long as the tenant continues to legally reside in the unit. The tenant shall not be required to provide further certifications of Annual Income and Household size pursuant to this Agreement.

(ii) Non-Qualifying Tenants. A tenant with a verified Annual Income and Household size that fails to qualify the tenant as an Eligible Tenant for the unit, as applicable, as of the date of the certification shall be entitled to a lease renewal, but the tenant's rent shall be revised to an amount that is the greater of (a) 30% of the tenant's Annual Income (adjusted for a monthly rent) or (b) the Actual Rent that would be in effect for the succeeding lease renewal term (the "Revised Rent"). The Revised Rent shall not exceed the Legal Rent, however. If the Revised Rent is less than the Legal Rent, the Revised Rent shall be registered with the agency administering Rent Stabilization as the new preferential rent for the unit. Thereafter, the tenant shall be entitled to continued lease renewals, and the rent shall be increased as permitted pursuant to Rent Stabilization for so long as the tenant continues to legally reside in the unit. The tenant shall not be required to provide further certifications of Annual Income and Household size pursuant to this Agreement.

(iii) Tenant's Failure to Certify; Fraud. In addition to any rights granted to the Sponsor under Section 4.06(e) of this Agreement, if a tenant fails to supply the requested certification and documentation within 60 days of the Sponsor's request, or if a tenant provides false or fraudulent materials, the Sponsor may, at its option, (1) refuse to provide a lease renewal to the tenant or (2) provide such tenant a lease renewal at such rent as the Sponsor may legally establish.

(b) Rents for Income-Restricted Units Above 80% of AMI. After the Occupancy Restriction Period ends, tenants residing in any Income-Restricted Units having an income restriction for occupancy above 80% of AMI shall remain subject to Rent Stabilization and shall be entitled to continued lease renewals at rents not to exceed their Actual Rent then in effect, as may be adjusted pursuant to Rent Stabilization.

(c) HPD Requirements. Notwithstanding the foregoing, Rent Stabilization shall continue to apply to all units in all respects after the end of the Occupancy Restriction Period (upon both lease renewal and upon vacancy, and regardless of whether the tenant qualifies as an Eligible Tenant) pursuant to Article XV of the New York Private Housing Finance Law, as may be amended. This paragraph shall supersede any contrary provision in this section.

**SECTION 5.06** Lease Requirements.

(a) Subordination. In renting units to tenants, the Sponsor shall use a lease expressly subordinate to this Agreement and to the Permitted Mortgages. The lease and any riders shall comply with New York law and shall otherwise be satisfactory to HDC and HPD. To the extent legally permissible, this Agreement shall take precedence and shall control over any other requirements.

(b) HDC Lease Riders. In renting Income-Restricted Units to tenants, and to the extent legally permissible, the Sponsor shall use a lease rider provided by HDC that sets forth the applicable occupancy and rental requirements of this Agreement (the "HDC Rider"). The HDC Rider shall, among other things, (i) require the tenant to meet HDC's and HPD's eligibility standards in accordance with this Agreement, (ii) prohibit or restrict sublets and (iii) permit the Sponsor to terminate or refuse to renew the tenant's lease if the tenant fails to provide the Sponsor with certifications and documentation as required within 60 days of the Sponsor's request, or if the tenant provides false or fraudulent materials. No lease or other rider for an Income-Restricted Unit shall contain any provision that conflicts with the terms of this Agreement or the HDC Rider (and no such provision shall be enforceable).

(c) Subleases. The Sponsor shall not consent to any sublease or assignment of lease by a tenant of an Income-Restricted Unit except as may be expressly required by law (and, in such event, only upon at least 30 days' prior written notice to HDC and HPD).

## ARTICLE VI. EXTENDED LOW INCOME HOUSING COMMITMENT

**SECTION 6.01** Extended Low Income Housing Commitment. This Agreement serves as the "extended low income housing commitment" required under Section 42(h)(6) of the Tax Code. Accordingly, the provisions of this Agreement will be interpreted in accordance with the requirements of the Tax Code, and to the extent that Section 42 of the Tax Code provides

additional or stricter requirements or restrictions than this Agreement, the requirements or restrictions of Section 42 of the Tax Code will control and will become additional requirements or restrictions under this Agreement. When recorded against the Premises, this Agreement shall be a restrictive covenant with respect to the Premises as required under Section 42(h)(6)(B)(vi) of the Tax Code.

**SECTION 6.02** Compliance Term for Tax Credits. The Project must be in compliance with all provisions of Section 42 of the Tax Code, any and all related regulations, the provisions of this extended low income housing commitment, and HDC's monitoring procedures with respect to the Tax Credits, in each case during the term of the Compliance Period and the Extended Use Period (and otherwise as provided in this Agreement). For purposes of this Agreement:

(a) "Compliance Period" shall mean the period commencing upon the Compliance Period Commencement Date and ending on the Compliance Period Termination Date.

(b) "Compliance Period Commencement Date" shall mean the date that is the first day of the first taxable year of the Credit Period.

(c) "Compliance Period Termination Date" shall mean the date that is __ years after the Compliance Period Commencement Date.

(d) "Credit Period" shall mean the period of __ taxable years beginning with (i) the taxable year in which the building is placed in service, or (ii) at the election of the Sponsor, the succeeding taxable year, but only if the Project is a qualified low income housing project under Sections 42(g) and 142(d) of the Tax Code.

(e) "Extended Use Period" shall mean the period commencing upon the Compliance Period Commencement Date and terminating on the date that is ___ years after the Compliance Period Commencement Date, unless the Project is acquired by foreclosure (or instrument in lieu of foreclosure), in which case the Extended Use Period shall terminate at the request of the party acquiring the Project after such foreclosure, unless the Secretary of the Treasury determines that the acquisition is part of an arrangement with the Sponsor, a purpose of which is to terminate the Extended Use Period.

**SECTION 6.03** Waiver of Right to Petition HPD. The Sponsor agrees for itself, and its successors and assigns, that the Project shall continue to be subject to the provisions of this Agreement throughout the Extended Use Period and that it has waived any right to request that HPD find a person to acquire the Sponsor's interest in the low income portion of the Project after the ___th year of the Compliance Period.

**SECTION 6.04** Applicable Fraction. The Applicable Fraction (as defined in this section) for each building (as defined in the Tax Code) in the Project for each taxable year in the Extended Use Period shall be not less than 100%, excluding any Superintendent Unit. "Applicable Fraction" shall have the meaning set forth in Section 42(c)(1)(B) of the Tax Code.

**SECTION 6.05** Condition of Units. Each Tax Code Unit shall be Suitable for Occupancy and shall be used on other than a Transient Basis (each as defined in this section). "Suitable for Occupancy" shall mean habitable and suitable for occupancy in accordance with all applicable federal, state and local laws, rules and regulations, including but not limited to local health, safety and building codes. "Transient Basis" shall mean a unit with occupants who have not entered into a lease for their initial occupancy or who have entered into a lease that has an

initial term of less than six months or such other period of occupancy as may be required under rules and regulations promulgated under Section 42 of the Tax Code; provided, however, (i) a unit shall be considered to be used on other than a transient basis if the unit contains sleeping accommodations and kitchen and bathroom facilities and is located in a building (1) which is used exclusively to facilitate the transition of homeless individuals (within the meaning of Section 103 of the Stewart B. McKinney Homeless Assistance Act in effect on December 19, 1989) to independent living within 24 months and (2) in which a governmental entity or qualified non-profit organization (as defined in Section 42(h)(5)(C) of the Tax Code) provides such individuals with temporary housing and supportive services designed to assist such individuals in locating and retaining permanent housing, and (ii) a single-room occupancy unit shall not be treated as being used on a transient basis merely because it is rented on a month-to-month basis.

**SECTION 6.06** No Eviction or Increase in Gross Rent. No existing tenant of any unit may be evicted, other than for good cause, nor shall any increase in the gross rent with respect to such unit be permitted except as may otherwise be permitted by this Agreement. The foregoing shall continue to apply to tenants of Tax Code Units for a three-year period following the end of the Extended Use Period (and Section 2.02 shall apply as well).

**SECTION 6.07** Rental Assistance Status. The Sponsor shall not refuse to lease to a holder of Rental Assistance because of the status of the prospective tenant as such a holder.

**SECTION 6.08** Enforcement by Certain Individuals. Any individual who meets the income limitation applicable to the Premises under the Tax Code (whether former, present or prospective occupants of the Premises) shall have the right to enforce in any state court the requirements and prohibitions of Section 42(h)(6)(B)(i) of the Tax Code. The Sponsor acknowledges that such individuals are intended third-party beneficiaries of the provisions of this section.

**SECTION 6.09** No Retaliation. The Sponsor shall not retaliate against any tenant who notifies HDC or HPD of alleged violations of this Agreement.

**SECTION 6.10** Transfers. No portion of a building (as defined in the Tax Code) in the Project shall be disposed of to any person unless all of the building is disposed of to such person. Transfers shall also be subject to Section 8.01.

## ARTICLE VII. MANAGEMENT

**SECTION 7.01** Approval of Managing Agent and Management Agreement. The managing agent and any sub-agent (collectively, the "Managing Agent"), and the arrangements for management of the Project, including the management agreement or management plan (collectively, the "Management Agreement"), shall require the prior written approval of HDC (and HPD, if requested by HPD in writing). In particular, the Sponsor shall obtain HDC's (and HPD's, if applicable) written approval of the Managing Agent and the Management Agreement prior to both the Construction Loan Closing and, notwithstanding any prior approval, the Permanent Conversion. Any changes to the Managing Agent or changes to the Management Agreement, other than renewals of its term, shall require the prior written approval of HDC (and HPD, if requested by HPD in writing). All approvals of the Managing Agent and the Management

Agreement shall not be unreasonably withheld. HDC approves The Wavecrest Management Team, Ltd. as the Managing Agent for purposes of the Construction Loan Closing.

**SECTION 7.02** Requirements for Management Agreement. The Management Agreement shall be acceptable to HDC (and HPD, if applicable) in all respects and shall provide (i) that it is subject to termination by the Sponsor on not more than ___ days' notice, without cause and without penalty, and (ii) that the Managing Agent shall carry fidelity insurance for the benefit of the Sponsor in the amount of no less than three months' gross rent for the Project.

**SECTION 7.03** Removal of Managing Agent. At any time, HDC or HPD may determine, in either case in its sole discretion, that the Managing Agent is no longer acceptable (among other reasons, because the Project is not being operated in compliance with this Agreement or because the Managing Agent is not operating another HDC- or HPD-supervised project in proper compliance). If so, HDC or HPD may provide a written demand to the Sponsor to terminate the Management Agreement. HDC or HPD may also provide a period for the Sponsor to cure any non-compliance, in the sole discretion of HDC or HPD as applicable. Upon receipt of a demand to terminate the Management Agreement, the Sponsor shall do so immediately, and the existing management services shall be fully discontinued within a period of not more than ___ days from the Sponsor's receipt of HDC's or HPD's demand. In addition, the Sponsor shall make timely arrangements to have the continuing management of the Project approved in writing by HDC (and by HPD, if requested by HPD in writing) and shall submit such arrangements to HDC (and HPD, if applicable) for prior review.

## ARTICLE VIII. OWNERSHIP

**SECTION 8.01** Transfers of Project by Sponsor.

(a) In General. The Sponsor covenants that it shall not sell, lease, sublease, convey, transfer or otherwise dispose of all or any portion of the Project (each, a "Transfer") without the prior written consent of HDC and HPD, which shall not be unreasonably withheld. As a condition to a Transfer of all or substantially all of the Project, the transferee shall be required to assume all of the Sponsor's obligations under this Agreement from the date of such Transfer and to execute any document that HDC or HPD shall reasonably require in connection with the assumption.

(b) Residential Leases. This covenant shall not require HDC's or HPD's consent for the Sponsor to enter into leases with residential tenants or users of the Project, if such leases (i) are consistent with this Agreement and (ii) do not contain an option to acquire all or any portion of the Project while this Agreement is in effect.

(c) Other Consents. Nothing contained in this Agreement shall affect any provision of the Loan Documents that requires the Sponsor to obtain the consent of the holder of the HDC Mortgage (which may be HDC) or any other person as a condition to a Transfer.

(d) Foreclosure. This covenant shall not require HDC's or HPD's consent to a Transfer in connection with the foreclosure or deed in lieu of foreclosure of the HDC Mortgage or a comparable conversion of the Project. Any subsequent Transfer, however, shall require the prior written consent of HDC and HPD.

**SECTION 8.02** Non-Residential Lease Approval. The Sponsor shall obtain the prior written approval of HDC and HPD for all non-residential leases, subleases or occupancy

agreements affecting any portion of the Project. An amendment of a non-residential lease, sublease or occupancy agreement that changes the permitted use or that otherwise alters a material term of the agreement shall also require the prior written consent of HDC and HPD. No portion of the Project shall consist of a store, a principal business of which is the sale of alcoholic beverages for consumption off-premises.

**SECTION 8.03** Interests in Beneficial Owner. Except as may be expressly permitted by this article, the Beneficial Owner covenants that it shall not permit any change to its ownership at any tier, including admissions, withdrawals and acquisitions of additional interests, without the prior written consent of HDC and HPD.

**SECTION 8.04** Interests in Tax Credit Investor. Notwithstanding the requirements of Section 8.03, and provided that the Tax Credit Investor is a passive investor in the Beneficial Owner, transfers of (i) passive investment interests in the Tax Credit Investor and (ii) the Tax Credit Investor's passive investment interest in the Beneficial Owner are permitted with written notice to HDC and HPD, so long as the manager, managing member or general partner of the Tax Credit Investor, or any transferee of the Tax Credit Investor's interest in the Beneficial Owner, is an affiliate of, and is and remains controlled by or under common control with, Red Stone Equity Partners LLC. Any interest in the Beneficial Owner of a special member or limited partner may be transferred only together with a permitted transfer of the interest of the manager, managing member or general partner of the Tax Credit Investor, and only to the same transferee or to a party that is an affiliate of, and is and remains controlled by or under common control with the transferee.

**SECTION 8.05** Interests in Legal Owner. The Legal Owner covenants that it shall not permit any change to its ownership at any tier, including admissions, withdrawals and acquisitions of additional interests, without the prior written consent of HDC and HPD.

**SECTION 8.06** Previously Approved Entities. Interests in the Beneficial Owner or the Legal Owner (in either case, at any tier) may be transferred to entities that have been previously approved in writing by HDC and HPD. Prior to any such transfer, prompt notice must be given to HDC and HPD, and the transferee must comply with the applicable HDC and HPD disclosure procedures.

**SECTION 8.07** Death or Incapacity. A direct or indirect transfer of an ownership interest to an executor, administrator or conservator of a deceased or incapacitated individual shall require written notice to, but not the consent or approval of, HDC and HPD. A subsequent transfer by such executor, administrator or conservator shall be subject to this article, however.

**SECTION 8.08** No Other Liens or Financing. While the HDC Mortgage is outstanding, the Sponsor covenants that it shall not incur any additional debt secured by all or part of the Project, or any other subordinate financing, except for (i) the Permitted Mortgages and (ii) as may have been expressly approved by HDC and HPD in writing. Except as expressly permitted in this Agreement, assignments, transfers, encumbrances, granting of participation interests, hypothecations, or pledges of interests (or proceeds of such interests) of any of the direct or indirect ownership interests in the Sponsor shall not be permitted without the prior written consent of HDC and HPD.

**SECTION 8.09** No Purchase of Obligations. Neither the Sponsor nor any "related person" to the Sponsor, as defined in Section 144(a)(3) of the Tax Code, shall purchase

Obligations (other than Pledged Bonds or Bank Bonds (each as defined in the Resolution)) in an amount related to the amount of the HDC Loan funded by the Obligations.

**SECTION 8.10** No Distributions Upon Default. Upon written notice from HDC or HPD to Sponsor of (i) an Event of Default under this Agreement, or (ii) a material uncured default under any other Loan Document, the Sponsor covenants that it shall not make any distribution of any assets of, or any income of any kind from, the Project to its partners, members or shareholders, as applicable, until the cure of the Event of Default or default has been determined by HDC or HPD, as applicable.

## ARTICLE IX. RECORDS AND REPORTING

**SECTION 9.01** Requests for Information. The Sponsor shall promptly furnish any reports, records, documents or information reasonably requested by HDC or HPD, in a form satisfactory to HDC or HPD, as the case may be, with respect to the construction, marketing, occupancy, maintenance or operation of the Project.

**SECTION 9.02** Financial Statements. Audited financial statements for the Project shall be prepared at least annually in accordance with generally accepted accounting principles. Financial statements may be modified in accordance with government auditing standards as set forth by the Comptroller General of the United States, to the extent and in a manner approved by HDC in its sole discretion (and by HPD in its sole discretion, if requested by HPD in writing).

**SECTION 9.03** Retention of Records. The Sponsor shall maintain and keep current all books, documents, plans and records concerning the Project (the "Records"). The Sponsor shall retain (i) those Records pertaining to the rental or occupancy of each Tax Code Unit, and the rent roll for all units, for a minimum of six years after the end of the Occupancy Restriction Period and (ii) all other Records for a minimum of six years after the end of the fiscal or calendar year for which the Record was produced. Upon reasonable notice, HDC and HPD may, during normal business hours, (x) audit and examine the Records and (y) inspect the buildings, grounds, equipment and offices of the Project. The Sponsor shall use its best efforts to facilitate inspections.

**SECTION 9.04** Annual Tax-Exempt Obligations Certification. The Sponsor shall submit (or shall cause the operator of the Project to submit) to the Secretary of the Treasury, at such time and in such manner as the Secretary of the Treasury shall prescribe, an annual certification (IRS Form 8703, as may be amended) as to whether the Project continues to comply with the requirements of Section 142(d)(7) of the Tax Code. Any failure to submit this certification shall not affect the exclusion from gross income for purposes of federal income taxation of interest on the Obligations but shall subject the Sponsor and/or such operator to a penalty pursuant to Section 6652(j) of the Tax Code.

**SECTION 9.05** Annual Tax Credits Certification. On an annual basis, the Sponsor shall submit to HDC as HPD's designee (i) a certified rent roll for the Premises and (ii) a written certification that the Tax Code Units are owned and operated in compliance with the Tax Code.

**SECTION 9.06** Notice of Material Non-Compliance. The Sponsor covenants to notify HDC and HPD promptly if the Sponsor discovers any material non-compliance with any restriction or covenant in this Agreement, including any occurrence or event that adversely

affects (i) the exclusion from gross income for purposes of federal income taxation of interest on the Obligations or (ii) the Tax Credits.

## ARTICLE X. ENFORCEMENT

**SECTION 10.01** Events of Default; Remedies.

(a) In the event of a breach of any of the covenants or agreements contained in this Agreement, either HDC or HPD may, by written notice to all parties, declare an "Event of Default". If the Credit Instrument has not been released, notice of an Event of Default shall be given to the Credit Provider as well. Upon the occurrence of an Event of Default, HDC and HPD shall have the right to take one or more of the following actions:

(i) Institute and prosecute any proceeding for an injunction or for specific performance of the Sponsor's obligations under this Agreement.

(ii) Extend the term of this Agreement by the period of non-compliance upon the recording of an appropriate document, executed solely by HDC and HPD, against the Premises. The period of non-compliance shall be presumed to be the period running from the date of this Agreement to the date that HDC or HPD declares an Event of Default, which presumption may be rebutted by the Sponsor.

(iii) Upon written notice of HDC or HPD, prohibit the Sponsor and/or any of its principals from doing business with HDC or HPD, as the case may be, for a period of not less than three years from the date of violation. This prohibition shall not extend to any as-of-right benefits.

(iv) Cure the violation and charge the Sponsor for any costs or expenses incurred to remedy the violation plus interest at the Default Rate from the date of demand until paid.

(v) Rent any un-leased or vacant unit in order to comply with this Agreement (in such event, HDC and HPD shall use reasonable efforts to obtain the highest rent permitted by this Agreement).

(vi) Prohibit the occupancy of any unoccupied unit in order to comply with this Agreement.

(vii) Prohibit distributions to partners, members or shareholders, as applicable, of the Sponsor and/or take any action to seek restitution to the Project's account for any distributions made in violation of this Agreement, if the distribution was made after notice was given pursuant to Section 8.10.

(viii) Declare an event of default under any Loan Document and pursue any applicable remedies, including commencing a foreclosure of the HDC Mortgage.

(ix) Require the removal of any partner, member or shareholder, as applicable, responsible for the violation.

(x) Seek appointment of HDC, HPD or a receiver to take possession of and operate the Project, collect all rents, and pay all necessary costs of the Project in accordance with the terms of this Agreement and any other Loan Documents, until the Sponsor has cured the violation and given satisfactory evidence that it can operate the Project in compliance with this Agreement.

(xi) Seek any other relief that may be appropriate or desirable at law or in equity.

(b) In the event of a threatened breach of any of the covenants or agreements contained in this Agreement, HDC and HPD shall have the right to the remedy described in paragraph (a)(i) above.

**SECTION 10.02** Cure Period; Waiver. Either HDC or HPD, with the prior written consent of the other agency, but otherwise in the sole discretion of HDC or HPD, may by written notice to all parties to this Agreement, (i) give the Sponsor a period of up to 30 days to cure an Event of Default (provided the Event of Default can be cured without affecting the rights of any bona fide tenants who have executed leases with the Sponsor) or (ii) waive an Event of Default. If the Credit Instrument has not been released, written notice of any cure period or waiver shall also be given to the Credit Provider. HDC and HPD agree that any cure of any Event of Default made or tendered by one or more of the Sponsor's members, partners or shareholders, as applicable, shall be deemed to be a cure by the Sponsor and shall be accepted or rejected on the same basis as if made or tendered by the Sponsor.

**SECTION 10.03** Reporting of Non-Compliance to IRS. The Sponsor acknowledges that actions taken or authorized to be taken by HDC or HPD following an Event of Default are in addition to HDC's obligations under the Tax Code to report acts of non-compliance to the Internal Revenue Service pursuant to HDC's monitoring procedures with respect to the Tax Credits.

**SECTION 10.04** Indemnity. The Sponsor agrees to pay all reasonable costs and expenses of HDC and HPD (including fees of attorneys and experts), in addition to any other loss, claim, damage or liability that may be incurred by HDC or HPD or awarded by any court, arising out of any proceeding or action that is brought or taken in connection with this Agreement (including those brought or taken by HDC, HPD or the Sponsor). The Sponsor shall pay any such amount regardless of whether a legal action is finally decided by a court. The Sponsor shall not be obligated to pay any costs or expenses of HDC or HPD that are attributable to any action or proceeding brought by HDC or HPD in bad faith. If the Sponsor fails to pay any amount due under this section within 10 days of demand by HDC or HPD, the unpaid amount shall bear interest at the Default Rate from the date of demand until paid.

**SECTION 10.05** Non-Recourse Liability; Carve-Out. Except as provided in this section, in enforcing this Agreement, neither HDC nor HPD will seek a money judgment against the Sponsor or any related officer, director, member, partner or shareholder. HDC and HPD may seek a money judgment against the Beneficial Owner and its members, partners or shareholders, as applicable, in order to enforce the obligations or liabilities of the Beneficial Owner and its present or future members, partners or shareholders pursuant to Section 10.01(a)(iv) (concerning the Sponsor's responsibility for the costs and expenses of HDC or HPD in curing any violations of this Agreement, and any interest on such amounts), Section 10.01(a)(vii) (concerning the prohibition on distributions after default) or Section 10.04 (concerning the Sponsor's indemnification of HDC and HPD). HDC and HPD may also seek a money judgment against the Beneficial Owner and its members, partners or shareholders to the extent of any deficiency, loss, damage or non-compliance with this Agreement resulting from (i)

fraud, (ii) misappropriation or diversion of funds or other property or (iii) intentional damage to the Project inflicted by the Beneficial Owner or any of its members, partners, shareholders, agents or employees. HDC and HPD agree that they will seek to collect any money judgment obtained against the Beneficial Owner's members, partners or shareholders only from (a) their capital contributions actually paid in at the time HDC or HPD seeks a judgment, or to be paid in pursuant to the Beneficial Owner's organizational documents, and (b) any distributions to such members, partners or shareholders made in violation of the HDC Act or this Agreement. The provisions of this section shall not affect the validity or enforceability of any provision of the HDC Mortgage or any guaranty or indemnity agreement made in connection with the issuance of the Obligations, the HDC Commitment, the HPD Commitment or the funding of the HDC Loan or the HDC Additional Loan.

**SECTION 10.06** Cumulative Rights and Remedies. All rights and remedies of HDC and HPD shall be cumulative and may be exercised singularly or concurrently, at HDC's or HPD's option. The exercise or enforcement of any one right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy. The enumeration of rights and remedies in this Agreement shall not preclude the exercise or enforcement by HDC or HPD of any other rights or remedies available to HDC or HPD.

**SECTION 10.07** Cross-Default under Mortgages. The HDC Mortgage shall each provide that an Event of Default under this Agreement shall also be a default under the mortgage. So long as this Agreement is in effect, any mortgage on the Project funded by HDC or HPD shall provide that an Event of Default under this Agreement shall be a default under the mortgage and that HDC, or the holder of the mortgage if not HDC, may prosecute a foreclosure in accordance with the mortgage, subject to any other written agreements that may have been made by HDC and any other holder of the mortgage.

**SECTION 10.08** Prior Owner Liability. The Sponsor (including any subsequent owner of the Project) but excluding the Fee Owner, its successors and assigns, unless the Fee Owner shall acquire an ownership interest in the Project or in any of the entities constituting the Sponsor) shall be liable for (i) the breach of any obligation or any Event of Default under this Agreement caused by any prior owner and (ii) any related payment or indemnification obligation. During any period in which the Credit Provider or its designee owns the Project, however, or if any subsequent owner acquires the Project from the Credit Provider or its designee, neither the Credit Provider, its designee, nor the subsequent owner shall be liable for the breach or Event of Default of a prior owner, or any related payment or indemnification obligation. In such a case, the owner of the Project at the time of the breach or Event of Default shall remain liable for any and all related damages. Any party seeking to collect damages from the liable prior owner in such a case shall, to that extent, have no recourse to the Project and no right to levy against or otherwise collect on any judgment from the Project. The liable prior owner shall bear no liability

under this Agreement, however, for any damages caused by any subsequent breach or Event of Default occurring after the entity no longer owned the Project.

**SECTION 10.09** Enforcement by Credit Provider. Except as expressly provided in the Servicing and Release Agreement, the Credit Provider shall not be obligated or have any right to enforce this Agreement.

## ARTICLE XI. MISCELLANEOUS

**SECTION 11.01** Fees.

(a) Tax Credits Monitoring Fee. Pursuant to the Tax Code, HDC is entitled to a reasonable fee for monitoring the Project's compliance with respect to the Tax Credits. During the Compliance Period, the Beneficial Owner shall pay to HDC an annual monitoring fee that is equal to the sum of (i) an annual fee of $___ per building in the Project, not subject to an annual cap (the "Building Fee"); and (ii) 0.75% of the maximum annual tax credit rent for the Tax Code Units, subject to an annual cap of $____, if there are 150 or fewer Tax Code Units in the Project, or $_____, if there are more than ____ Tax Code Units in the Project (such fee, the "Unit Fee", and together with the Building Fee, the "Tax Credits Monitoring Fee"). If the HDC Loan is paid in full prior to the end of the Compliance Period, the Beneficial Owner shall pay to HDC an amount that is equal to the present value (based on the Daily Treasury Yield Curve Rates, as published by the U.S. Department of the Treasury) of the Tax Credits Monitoring Fee at the time of the prepayment for each year remaining in the Compliance Period. After such a payment, no additional Tax Credits Monitoring Fee shall be due.

(b) HDC Monitoring Fee (Prepayment in Full). To compensate HDC for continued monitoring of the Project after a prepayment in full of the HDC Loan, upon such a prepayment, the Beneficial Owner shall pay to HDC an amount that is equal to the greater of (i) the present value (based on the Daily Treasury Yield Curve Rates, as published by the U.S. Department of the Treasury) of HDC's annual 0.20% servicing fee on the outstanding balance of the HDC Loan at the time of the prepayment, or (ii) $__ per unit per year, in either case for each year remaining in the Occupancy Restriction Period.

(c) Compliance Escrow. If the Project is not in compliance with this Agreement on the date that the Beneficial Owner gives notice of a prepayment to HDC, then unless the Beneficial Owner withdraws the notice until the Project is in compliance, the Beneficial Owner shall enter into a compliance escrow agreement with HDC and deposit an amount that is equal to the greater of (i) $___ per unit per year for the remainder of the Occupancy Restriction Period or (ii) $_____. This compliance escrow shall be in addition to the monitoring fee required by paragraph (b) above. The compliance escrow shall be applied ratably by HDC to monitor compliance with this Agreement. Once the Project is restored to compliance, any balance of the compliance escrow will be refunded to the Beneficial Owner, without interest.

**SECTION 11.02** Equal Opportunity. The Sponsor shall use reasonable efforts to ensure that businesses owned by women and by members of traditionally disadvantaged minority

groups are afforded equal opportunity to participate in any development and construction contracts entered into in connection with the Project.

**SECTION 11.03** Waivers. No delay or failure to act or give notice shall waive any provision of this Agreement or preclude the enforcement of any rights or remedies of HDC or HPD. All waivers must be in writing and must be signed by the waiving parties. No waiver shall apply to any instance other than the specific instance in connection with which it is delivered.

**SECTION 11.04** Amendments. This Agreement shall not be amended or otherwise modified except by an instrument in recordable form signed by all of the parties. This Agreement shall not be amended without first obtaining, if required by HDC in its sole discretion, an opinion of Bond Counsel that such amendment will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Obligations. The Sponsor shall agree to amend this Agreement if any amendments are required to obtain mortgage insurance for the HDC Mortgage. In addition, if after the execution of this Agreement, there are amendments to (i) the HDC Act, (ii) the Tax Code or (iii) Rent Stabilization, or any related rules or regulations, and if such amendments are applicable to the Project and inconsistent with this Agreement, as determined by HDC and HPD, then upon written request of HDC and HPD, this Agreement shall be amended to the extent necessary.

**SECTION 11.05** Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**SECTION 11.06** Action and Consents. Except where the granting of HDC's or HPD's consent or approval is expressly stated to be in HDC's or HPD's discretion (or words of similar import), HDC, HPD and the Sponsor shall use reasonable promptness, reasonable diligence, reasonable judgment and reasonable discretion in exercising any duty or right, providing any consent or approval, or making any determination required by this Agreement. HDC, HPD and the Sponsor shall use their reasonable efforts to effectuate the purposes of this Agreement.

**SECTION 11.07** Successors and Assigns. All references in this Agreement to any party, entity or person shall be deemed to include the successors and assigns of the party, entity or person. Successors to HDC or HPD shall include any body, agency or instrumentality of the State or the City that succeeds to the powers, duties or functions of HDC or HPD, as the case may be.

**SECTION 11.08** Covenants Run with the Land. This Agreement shall be recorded against the Premises. The parties agree that, during the term of this Agreement, all provisions shall run with the Premises and shall be enforceable by both HDC and HPD against the Sponsor and its successors, assigns, heirs, grantees and lessees. The parties declare their understanding and intent that the burden of the covenants set forth in this Agreement touch and concern the land in that the Sponsor's legal interest in the Project is rendered less valuable by them. The parties further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by people and families for whom the ordinary operations of private enterprise cannot provide an adequate supply of safe, sanitary and affordable housing, the intended beneficiaries of such covenants. During the term of this Agreement, the covenants of the Sponsor in this Agreement are

enforceable by both HDC and HPD as contract beneficiaries whether or not the Sponsor is or remains indebted to HDC or HPD.

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**SECTION 11.09** Notices. Any notice, demand, direction, request or other instrument authorized or required to be given or filed under this Agreement shall be deemed to have been sufficiently given or filed if and when sent (i) by certified mail, return receipt requested, (ii) by fax or other electronic means with notice of receipt or (iii) by hand delivery. All notices sent by mail or hand delivery shall be sent to the addresses given above or to any other address of any party that it has notified the other parties of in writing. Notices to HDC or HPD shall be sent to the attention of the General Counsel. Notices required to be given to the Credit Provider shall be sent to _____, with a copy to: _____. HDC and HPD shall make an effort to send copies of all notices that are sent to the Beneficial Owner to the Beneficial Owner's counsel at _____, and to the Tax Credit Investor at _____, with a copy to _____. Failure to send any such copy, however, shall not affect the effectiveness of the notice.

**SECTION 11.10** Governing Law; Jurisdiction; Service of Process. The parties unconditionally and irrevocably agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties unconditionally and irrevocably accept the jurisdiction of any state or federal court sitting in the State and New York County or the county in which the Project or any portion of the Project is located, waive any objection to the bringing of an action, suit or other legal proceeding in such jurisdiction, and consent to venue in any such court. The parties agree that service of process may be by hand or certified mail, return receipt requested or otherwise as permitted by law. The Beneficial Owner and the Legal Owner each irrevocably consent to the service of any and all process in any such action, suit or proceeding to its then-current address or such other address permitted by law as may be agreed to in writing by HDC and HPD. HDC's designated agent for service of process shall be its General Counsel at its offices. HPD's designated agent for service of process shall be its General Counsel at its offices.

**SECTION 11.11** Loan Agreement. The Beneficial Owner shall pay all amounts due to HDC pursuant to the Loan Agreement. If the Beneficial Owner does not pay any such amounts, HDC may declare an Event of Default under this Agreement.

**SECTION 11.12** Counterparts. This Agreement may be executed in counterparts, and all counterparts shall collectively constitute a single instrument. An executed signature page to one counterpart may be attached to another counterpart that is identical (except for additional signature pages) without impairing the legal effect of the signatures. Any counterpart containing the signatures of each of the parties shall be sufficient proof of this Agreement.

**SECTION 11.13** Investigations. The Sponsor shall be bound by the provisions of the investigations clause attached as Schedule D.

**SECTION 11.14** Further Assurances. The Sponsor shall, at the Sponsor's expense, promptly execute and deliver any further documents, and take any further action, as may be

reasonably requested by HDC or HPD to ensure that the Project complies with all applicable provisions of the Tax Code and this Agreement.

**SECTION 11.15** Concerning the Legal Owner.

(a) Nominee Agreement. The Legal Owner and the Beneficial Owner each represent that they have delivered to HDC and HPD a true copy of the Nominee Agreement, and each agrees that it shall observe the terms of the Nominee Agreement. The Legal Owner and the Beneficial Owner agree that the Nominee Agreement shall not be amended without the prior written consent of HDC and HPD, which shall not be unreasonably withheld. Any notice of a default or event of default required under the Nominee Agreement shall simultaneously be provided to HDC and HPD, and any default that remains uncured beyond the applicable cure period shall constitute a breach under this Agreement and shall be subject to the enforcement procedures of this Agreement.

(b) Right to Enter and Cure. Notwithstanding anything contained in the Nominee Agreement to the contrary, the Nominee Agreement shall be deemed to provide (if it does not already provide) that if there is an event of default under any City, State or federal loan document, including but not limited to any mortgage, regulatory agreement or financing commitment, the Legal Owner shall have the right to enter the Premises to cure the default as agent for and on behalf of the Beneficial Owner, unless the Beneficial Owner is acting diligently to cure the default.

(c) Must Remain in Project for Term of Mortgages. The Legal Owner (including any successor or permitted assign) shall remain in the Project's ownership structure for the entire term of the HDC Mortgage and the HPD Mortgage.

**SECTION 11.16** Execution by Fee Owner. The Fee Owner is signing this Agreement to acknowledge the Premises is subject to the restrictions set forth in this Agreement and to consent to the terms and conditions of this Agreement. Unless the Fee Owner becomes the Owner of the Project, Fee Owner has no obligations whatsoever other than those, if any, that are contained in the Ground Lease, under this Agreement, including without limitation, for the payment of any monetary obligations under or referenced in this Agreement.

**SECTION 11.17** Building Benchmarking. Upon issuance of a temporary certificate of occupancy by the New York City Department of Buildings, Beneficial Owner shall, at Beneficial Owner's expense, with a qualified benchmarking software provider (the "Qualified Software Provider" from the HDC Qualified Benchmarking Software Provider list (the "Approved Provider List") to collect monthly and annual data on the heating, electrical and water usage (the "Utility Performance Information") on the Premises in accordance with Section 2: Basic Framework of the HPD Benchmarking Protocol, a copy of which has been provided to Beneficial Owner. Not later than ___ of each subsequent year of the Occupancy Restriction Period, the Qualified Software Provider retained by Beneficial Owner shall input the Utility Performance Information for the immediately preceding year into the United States Environmental Protection Agency ENERGY STAR Portfolio Manager ("Portfolio Manager"), or such other system as may be designed by HPD.

Beneficial Owner agrees and acknowledges that (i) the Utility Performance Information will be

made available to HPD through the "NYC Affordable Housing" account located on Portfolio Manager and (ii) HPD may receive the Utility Performance Information directly from the Qualified Software Provider. HPD reserves the right to replace the Qualified Software Provider in the event that such provider ceases to be included on the Approved Provider List. Throughout the Occupancy Restriction Period, Beneficial Owner shall at all times abide by the terms and conditions set forth in this Paragraph Section 11.17 and in the HPD Benchmarking Protocol, as may be amended from time to time.

**SECTION 11.18** Negative Declaration. Beneficial Owner shall comply with the requirements contained in the HPD Negative Declaration attached hereto as Schedule E and made a part hereof.

[Signatures follow]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

_____

By: _____
_____
its managing member

By: _____
_____
Manager

_____

By: _____ LLC
its managing member

By: _____
_____
Manager

_____

By: _____
Name:
Title:

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

On the ____ day of June, 2016, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public
Commission expires:

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**

By: _____
_____
_____

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

On the ____ day of _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public
Commission expires:

**THE CITY OF NEW YORK, acting by and through its DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

By: _____
Name: _____
Title: _____

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

On the ____ day of _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public
Commission expires:

APPROVED AS TO FORM BY STANDARD
TYPE OF CLASS FOR USE UNTIL _____:

By: _____

_____

By: _____
Name:
Title:

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

On the ____ day of _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public
Commission expires:

## SCHEDULE A

LEGAL DESCRIPTION OF PREMISES

**SCHEDULE B**

DISTRIBUTION OF UNITS AND INITIAL RENTS

Project: _____
_____
_____
Block ___, Lot __

SUBJECT TO REVISION

The Project shall contain ___ units in total.

**Tax Code Units**

60% of AMI Units

| | No. of Units | Actual Rent (initial) | Legal Rent (initial) |
|---|---|---|---|
| Studio** | 7 | $215 (60% of AMI) | $865 (57% of AMI) |
| Studio | 19 | $865 (60% of AMI) | $865 (57% of AMI) |
| 1-Bedroom ** | 9 | $283 (60% of AMI) | $929 (57% of AMI) |
| 1-Bedroom | 20 | $929 (80% of AMI) | $929 (57% of AMI) |
| 2-Bedroom** | 5 | $425 (60% of AMI) | $1,121 (57% of AMI) |
| 2-Bedroom | 10 | $1,121 (60% of AMI) | $1,121 (57% of AMI) |
| 3-Bedroom** | 2 | $512 (60% of AMI) | $1,289 (57% of AMI) |
| 3-Bedroom | 5 | $1,289 (60% of AMI) | $1,289 (57% of AMI) |
| TOTAL | 77 | | |

Note: **=The ___ specific Homeless Units.

**Non-Tax Code Income-Restricted Units**

80% of AMI Units

| | No. of Units | Actual Rent (initial) | Legal Rent (initial) |
|---|---|---|---|
| Studio | | (80% of AMI) | (80% of AMI) |
| 1-Bedroom | | (80% of AMI) | (80% of AMI) |
| 2-Bedroom | | (80% of AMI) | (80% of AMI) |
| 3-Bedroom | | (80% of AMI) | (80% of AMI) |
| TOTAL | ___ | | |

**SCHEDULE C**

RENT REGISTRATION FORM

**State of New York • Division of Housing and Community Renewal** Processing Services Unit, Hampton Plaza, 38-40 State Street, Albany, NY 12207 Visit DHCR website at: www.dhcr.state.ny.us

# INITIAL APARTMENT REGISTRATION

**NOTE: All information entered on this form must be valid for the date this apartment became subject to Rent Stabilization (this is the date entered in Item 1)**

**1.** Date apartment became subject to Rent Stabilization ____/____/____ Month Day Year

**2.** Date of this Initial Registration ____/____/____ Month Day Year

**3. Building ID Number** ☐ MDR ☐ ETPA ☐ Hotel

**4. Street Address**

**5. City, Town or Village** NY

**6. Zip Code**

**7. County**

**8. Apartment Number**

**9. Total # of Rooms in Apt.**

**10. Tenant Name(s)**
LAST FIRST M.I.

**11. Lease Dates in effect on Date in Item 1 above**

Began on ____/____/____ Expires on ____/____/____
Month Day Year Month Day Year

**12. Equipment and services included in rent** *(check as many as apply)*

☐ Stove ☐ Refrigerator ☐ Dishwasher ☐ Blinds/Shades
☐ Furniture ☐ Maid Service ☐ Linen Service
☐ Room A/C (No. of units) _____
☐ Other *(specify)*: _____

**13. Equipment and services for which a separate charge is collected by owner** *(check as many as apply)*

☐ Electricity/AC ☐ Maid Service ☐ Linen Service ☐ Furniture
☐ Master TV Antenna ☐ Recreational Facilities
☐ Garage/Parking $_____per month each car
Separate Lease: From ____/____/____ To ____/____/____
Month Day Year Month Day Year
☐ Other *(specify)*: _____

**14. Legal Regulated Rent on Date in Item 1**

$_____ per ☐ Month ☐ Week

**15a. Actual Rent Paid on Date in Item 1** (enter only if different than Legal Regulated Rent in item 14 above)

$_____ per ☐ Month ☐ Week

**15b. Reason for difference**:
☐ Appliance Surcharge ☐ DHCR Rent Reduction Order
☐ Preferential Rent ☐ Section 8 ☐ SCRIE/DRIE
☐ Other *(specify)*: _____

**16a. Reason for Initial Apartment Registration** *(check one)*

☐ New Construction ☐ Major Rehab ☐ Late Registration
☐ Apartment Vacant at time of previous Initial Registration
☐ Apartment Previously under Mitchell-Lama
☐ Apartment Previously Rent Controlled
$_____ Rent $_____ MCR $_____ MBR
Date Rent Controlled tenant vacated ____/____/____ Month Day Year
☐ Other *(specify)*: _____

**16b. Initial Apartment Registration Status**

☐ Rent Control ☐ Vacant but Previously Rent Stabilized
☐ Stabilized/ETPA
☐ 421-a Market Rate Unit
☐ 421-a Income Restricted Unit _____**% Area Median Income**
This 421-a Income Restricted Unit is reserved for individuals or families whose incomes at the time of initial occupancy do not exceed the above % of the area median incomes, as adjusted for family size.

☐ Exempt (if exempt box is checked, one reason MUST be selected below):
☐ Commercial/Professional ☐ Owner Occupied/Employee
☐ Not Prime Residence/ Not for Profit ☐ High Rent, Vacancy Deregulation
☐ Coop/Condo Occupied by Owner or Non-Protected Tenant
Expiration of: ☐ Section 11-243 ☐ Section 421-a ☐ Section 608 or 11-244 (J51)

**17. Owner/Managing Agent** *(check one)* ☐ Owner ☐ Managing Agent ☐ Coop/Condo Owner
LAST NAME FIRST NAME M.I.

Street Address Apartment/Room Number

City, Town or Village State Zip Code

*NOTE: If unit is coop/condo, enter information for unit owner. In all other cases, enter information for building owner or building managing agent.*

PARA INFORMACION EN ESPANOL, VEA RESPALDO DE ESTA FORMA. **IMPORTANT TENANT INFORMATION ON OTHER SIDE OF FORM**

RR-1(i) 12/07 **Copy 1 – DHCR Copy 2 – OWNER Copy 3 – TENANT (save for your records)**

## SCHEDULE D

INVESTIGATIONS CLAUSE

a. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

b. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State; or

c. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony governing the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

d. The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

e. If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Section (g) below without the City incurring any penalty or damages for delay or otherwise.

f. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

1. The disqualification for a period not to exceed five years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination;

monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

g. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Sections (g)(1) and (g)(2). He or she may also consider, if relevant and appropriate, the criteria established in Sections (g)(3) and (g)(4) in addition to any other information which may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section (f) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section (d) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

h. 1. The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

2. The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

4. The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

i. In addition to and notwithstanding any other provision of this agreement the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or

obtaining of this agreement by the contractor, or affecting the performance of this contract.

## SCHEDULE E

HPD Negative Declaration

## REGULATORY AGREEMENT

**REGULATORY AGREEMENT** ("Regulatory Agreement" or "Agreement") entered into as of _____, by and between the **CITY OF NEW YORK**, a municipal corporation having its principal office at City Hall, New York, New York 10007 ("City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having an office at 100 Gold Street, New York, New York 10038 ("HPD"), **_____ CORPORATION,** a not-for-profit corporation established pursuant to Article XI of the New York State Private Housing Finance Law having an address at _____ ("HDFC"), **_____**, a limited liability company formed pursuant to the laws of the State of New York, having an address at _____ ("Beneficial Owner") and **_____**, a limited liability company formed pursuant to the laws of the State of New York, having an address at _____ ("TC Owner", and together with Beneficial Owner and HDFC, shall be referred to herein as "Sponsor"); and

**WHEREAS,** _____. (the "Fee Owner"), an entity unrelated to the Beneficial Owner or the HDFC, is the record owner of that certain real property known as **_____** and identified as **Block ___, Lot ___** on the Tax Map of the City of New York and more particularly described on **Schedule A** attached hereto and made a part hereof (the "Premises" or "Exemption Area"); and

**WHEREAS**, the Fee Owner has entered into a ground lease for the Premises (the "Ground Lease") with _____ (the "Ground Lessee"), an affiliate of the Beneficial Owner; and

**WHEREAS**, the Ground Lessee has assigned its leasehold interest under the Ground Lease to the HDFC by Assignment of Ground Lease, dated as of the date hereof; and

**WHEREAS**, HDFC and Beneficial Owner have entered into a Declaration of Interest and Nominee Agreement, dated as of the date hereof, pursuant to which Legal Owner retains record leasehold title and transfers to Beneficial Owner all equitable and beneficial leasehold title; and

**WHEREAS,** pursuant to a lease dated as of the date hereof (the "Master Lease") a memorandum of which shall be recorded against the Premises in the Office of the City Register for the county in which the Exemption Area is located ("Register's Office"), Beneficial Owner has leased to TC Owner a portion of the Premises, as more particularly described in the Master Lease, which portion is eligible for low income housing tax credits which will constitute the TC Condo Unit (as described herein); and

**WHEREAS**, Sponsor intends to construct on the Exemption Area a building containing ___ units of rental housing for low income families (the "Project"); and

**WHEREAS**, Beneficial Owner intends to form a condominium on the Premises pursuant to Article 9-B of the New York Real Property Law (Section 339 (d) et seq.) which condominium will contain a residential unit comprised of residential units eligible for low income housing tax credits and the common interest appurtenant thereto ("TC Condo Unit") and a residential unit comprised of non tax credit eligible residential rental units and the common interest appurtenant thereto ("Non TC Condo Unit", and together with the TC Condo Unit, collectively, the "Condominium"); and

**WHEREAS**, upon the formation of the Condominium, (1) the Master Lease will terminate, (2) HDFC will continue to hold record leasehold interest in the Exemption Area and any improvements located

thereon, (3) Beneficial Owner will hold beneficial and equitable leasehold title to the Non TC Condo Unit and (4) TC Owner will hold equitable and beneficial leasehold title to the TC Condo Unit; and

**WHEREAS,** the City Council of the City of New York, by Resolution No. 1077, dated May 25, 2016 ("Council Resolution"), a copy of which is attached hereto as **Schedule B** and made a part hereof, approved a new tax exemption pursuant to Private Housing Finance Law §577 on the Exemption Area (the "Exemption").

**NOW THEREFORE,** the parties do hereby agree as follows:

1. Term.

   The term of this Regulatory Agreement (the "Term") shall commence on the date of this Agreement, as defined herein, and shall expire on a date which is ___ years from the date hereof ("Expiration Date").

2. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

   "Annual Income" is the anticipated total income from all sources to be received by the household head and spouse and by each additional member of the household, including all net income derived from assets, for the ___ month period following the date of initial determination of income. The definitions and descriptions of income set forth in United States Department of Housing and Urban Development ("HUD") regulations contained in 24 CFR 5.609 or any successor regulations shall apply for the purposes of this Agreement and shall be incorporated herein.

   "Completion Date" shall mean the date on which the construction of the Project is deemed complete and the Project is deemed ready for occupancy by HPD.

   "Eligible Tenant" shall mean a tenant who meets the income restrictions set forth herein.

   "Legal Rent" shall mean, for any Unit, the initial legal regulated rent set forth in the Tax Credit Regulatory Agreement (defined below) and registered in accordance with the Rent Stabilization Code, as thereafter adjusted pursuant to the Rent Stabilization Code and this Agreement.

   "Rental Subsidy" shall mean Section 8 rental assistance and any similar form of rental assistance from any governmental entity.

   "Rent Stabilization Code" or "Rent Stabilization" shall mean Title 26, Chapter 4 of the New York City Administrative Code (and any successor statute) and the regulations promulgated in connection therewith.

   "Section 8" shall mean a federal rental subsidy pursuant to either the Section 8 Voucher Program or the Section 8 Certificate Program, or any successor programs.

   "Section 8 Rent" shall mean the maximum lease rent permitted under Section 8.

   "Section 8 Units" shall mean units occupied by tenants receiving a Section 8 voucher or certificate or units subject to the Project Based Section 8 Program.

"Units" shall mean rental dwelling units in the Premises and shall not include units reserved for a building superintendent.

“Vacant Units” shall mean units that become vacant during the Term.

3. Compliance with Council Resolution

Sponsor shall comply with the obligations stated in the Council Resolution as a condition to the Exemption.

4. Rent and Income Requirements

A. Throughout the Term, Sponsor shall comply with the income eligibility and rent restrictions set forth in that certain Regulatory Agreement, dated as of the date hereof, between Sponsor, New York City Housing Development Corporation and HPD entered into in connection with low income housing tax credits (“Tax Credit Regulatory Agreement”). Upon expiration or earlier termination of the Tax Credit Regulatory Agreement prior to the termination of the Term hereof, Sponsor shall continue to comply for the duration of the Term with the income eligibility and rent restrictions set forth in the Tax Credit Regulatory Agreement as if it were in full force and effect.

B. Any Eligible Tenant shall be entitled to remain in occupancy of a Unit and to obtain a renewal lease in accordance with the Rent Stabilization Code, notwithstanding that such tenant's Annual Income, after initial occupancy, may exceed the maximum for initial eligibility. Further, no Eligible Tenant may be evicted nor its tenancy terminated except for good cause.

C. During the term of the Tax Credit Regulatory Agreement, in order to determine whether a prospective tenant is an Eligible Tenant, Sponsor shall comply with the requirements set forth therein. After the expiration or earlier termination of the Tax Credit Regulatory Agreement, Sponsor shall continue to ascertain the Annual Income of such tenant's household and apply the income eligibility requirements set forth in the Tax Credit Regulatory Agreement. Sponsor may consult with HPD to obtain advice and guidance with respect to income determinations. Sponsor must retain all records and documents relating to Sponsor's determination for a minimum of three years after the date the tenant commences occupancy. Sponsor shall provide in each lease for the termination of the lease and eviction of the tenant if the tenant falsely or fraudulently certifies income to Sponsor.

D. Sponsor shall submit to HPD not later than ___ days after the Completion Date and upon each anniversary of such date until the end of the Term (i) a certified rent roll and, at HPD's request, copies of leases for Units; and (ii) a written certification setting forth the Annual Incomes of all tenants of Units who began occupancy during the prior year, and, at HPD's request, all supporting documentation for such income determination.

E. Sponsor shall not refuse to lease a Unit to a holder of a voucher or certificate under the federal Section 8 Voucher Program or Section 8 Certificate Program or successor programs by reason of the status of the prospective tenant as such

a holder.

F. Registration in Accordance with Rent Stabilization Code.

1. Sponsor shall, in accordance with the Rent Stabilization Code register as the initial legal regulated rent for each Unit the amount set forth on Schedule B to the Tax Credit Regulatory Agreement.

2. Sponsor shall follow all procedures and guidelines of the New York State Division of Housing and Community Renewal (or its successor agency with jurisdiction over enforcing the Rent Stabilization Code) and all relevant requirements of the Rent Stabilization.

G. No Rent Stabilization Exemptions. Sponsor shall not utilize any exemption or exclusion from any requirement of the Rent Stabilization Code to which Sponsor might otherwise be or become entitled with respect to one or more Units, including, but not limited to, any exemption or exclusion from the rent limits, renewal lease requirements, registration requirements, or other provisions of the Rent Stabilization Code due to (i) the vacancy of a Unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or rent exceed prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.

H. Contractual Rent Regulation. Upon the Destabilization (as hereinafter defined) of one or more Units, all Units affected thereby shall thereafter be subject to Contractual Rent Regulation (as hereinafter defined).

For purposes hereof,

"Destabilization" shall mean the expiration, legislative repeal, or judicial invalidation of Rent Stabilization or its application to one or more Units, or any comparable event or circumstance (other than the application of an exemption, exception, exclusion or other provision of Rent Stabilization) by reason of which Rent Stabilization shall no longer apply one or more Units.

"Contractual Rent Regulation" shall mean the operation of the following provisions after Destabilization:

(i) Sponsor shall offer renewal leases of occupied Units on the same terms and conditions as had previously been required by Rent Stabilization as if such Units were then subject to Rent Stabilization without regard to any exemption, exception or exclusion which would have been applicable to a Unit or any other provision of Rent Stabilization under which a Unit would not have been subject to Rent Stabilization or any aspect or requirement thereof, whether based on rent or tenant income in excess of a maximum amount or any other matter.

(ii) For Units subject to Contractual Rent Regulation, the "Legal Rent" upon renewal of a lease or a new lease upon vacancy shall be the Legal Rent last recorded under Rent Stabilization increased by (A) if Rent Stabilization shall then be in effect, the amount or percentage permitted by the New York City Rent

Guidelines Board or its successor and (B) if Rent Stabilization is not then in effect, an amount or percentage calculated by HPD based on a methodology or index established by HPD for making such determination, taking into account inflation and, to the extent ascertainable by HPD, other factors considered in calculating such increases under Rent Stabilization. HPD shall also establish a method for determining and implementing increases to Legal Rent by reason of major capital improvements performed by Sponsor, to the extent that such increases, if any, are not prohibited hereunder. HPD will publish such methodology in the City Record and will provide a copy of the methodology to Sponsor upon request.

J. Household Size.

The minimum number of occupants for each Unit shall be as follows:

| Unit Size | Minimum Number of Persons |
|---|---|
| 0BR | |
| 1BR | |
| 2BR | |
| 3BR | |

except that Occupied Units may be occupied by the number of persons in occupancy on the date hereof.

K. Primary Residence. All Units shall be leased pursuant to one or two year leases providing that (i) the Unit must be occupied at all times as the primary residence (as defined in the Rent Stabilization Code) of natural persons or families who qualify as Eligible Tenants at the time of initial occupancy and (ii) a violation of this requirement is a material default under the lease. Sponsor shall offer vacant Units only to persons or families intending to occupy such Unit as their primary residence pursuant to a one or two year lease and shall not permit the sublease or assignment of any Unit for transient occupancy, for occupancy by any person or family that is not an Eligible Tenant or to any corporation or other entity.

5. Management.

A. General.

(i) Sponsor shall manage and operate the Premises in accordance with generally acceptable management practices in New York City. HPD hereby approves ___ as the property manager of the Premises.

(ii) On or before the Completion Date, Sponsor shall enter into a management contract with a third party management entity, which contract and management entity shall both be subject to HPD approval. Such contract shall have a term of not less than ___year. The management fee shall not exceed 6% of net residential rent. Any new or replacement management entity shall be subject to HPD approval.

(iii) Sponsor shall be in default of this Paragraph 5(A) if HPD gives written notice to Sponsor of a violation thereof and Sponsor fails to cure such violation within ___ days after the giving of such notice.

B. Maintenance of Premises. Sponsor shall maintain and operate the Premises in a proper, safe, sanitary and healthful condition in compliance with all applicable legal requirements, and to make all necessary repairs and replacements, including curing all housing and building code violations in the time period prescribed by law.

C. Municipal Charges. Sponsor shall pay all municipal charges in a timely manner, including taxes, assessments (and installments of any assessments that are payable in installments), water rates, sewer rents, and other charges, including without limitation, vault charges and license fees for the use of vaults, chutes, and similar areas adjoining the Premises, now or hereafter levied or assessed against the Premises prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Upon HPD request, Sponsor shall provide HPD with evidence of payment of such charges.

D. Insurance.

(i) Sponsor shall keep the buildings, improvements and all other property on the Premises insured by property insurance policies issued by an insurance company licensed in the State of New York providing coverage on a replacement value basis against fire, vandalism, malicious mischief, collapse, flood (if in a federally designated flood area), earthquakes and other risks customarily insured against under special risks policies in the City of New York. Such policies shall name the City of New York as a Mortgagee and Loss Payee. Sponsor shall provide HPD on an annual basis with copies of insurance certificates in form satisfactory to HPD evidencing compliance with such requirements.

(ii) Sponsor shall maintain Commercial General Liability insurance in the amount of at least ____ per occurrence. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Premises and such per-location aggregate shall be at least _____. This insurance shall protect the insured parties from claims for property damage and/or bodily injury or death arising from the operation of the Premises in accordance with this Agreement. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office (ISO) Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made." Policies providing such insurance may not include any endorsements excluding coverage relating to the emission of asbestos, lead, mold, or pollutants. Such Commercial General Liability insurance shall name the City of New York, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026.

E. Building Reserve. Sponsor shall establish a Building Reserve Fund ("Building Reserve") into which Sponsor shall deposit each month commencing on the first day of the first month following the conversion to permanent financing of the

construction loan from HPD to the Sponsor an annual amount equal to $___ per dwelling unit on the Premises. Monies in the Building Reserve shall be kept segregated from other monies of the Sponsor and may be drawn on and used to pay for the cost of capital improvements and/or for extraordinary increases in building maintenance and operating expenses beyond the control of the Sponsor. HPD must approve any withdrawal from the Building Reserve.

Upon a violation of this Paragraph 5(E) or any reserve requirement contained in any other agreement between HPD and Sponsor with respect to the Premises, HPD may require Sponsor to establish the Building Reserve in an account at a bank acceptable to HPD governed by a deposit or account agreement with such bank restricting withdrawals therefrom unless authorized by an authorized signatory of HPD.

Notwithstanding the foregoing, this provision shall not apply during any period during which Sponsor has established and maintains a building reserve fund in accordance with the requirements of HDC or any institutional lender that is a mortgagee under a trust indenture or mortgage that encumbers the Premises.

F. Service and Maintenance Contracts. Sponsor shall only enter into service and maintenance contracts with qualified vendors at commercially reasonable and customary fees.

G. Renting Vacant Units. Sponsor shall use all commercially reasonable efforts to re-rent vacated units as soon as possible, and shall notify the HPD Assistant Commissioner of the Division of Asset Management or its successor if any units remain vacant for ___ months.

H. Building Registration. Sponsor shall register the Premises with HPD pursuant to Article 2 of Subchapter 4 of the New York City Housing Maintenance Code.

I. Building Benchmarking. Upon issuance of a temporary certificate of occupancy by the New York City Department of Buildings, Sponsor shall contract, at Sponsor's expense, with a qualified benchmarking software provider (the "Qualified Software Provider") from the Housing Development Corporation (HDC) Qualified Benchmarking Software Provider list (the "Approved Provider List") to collect monthly and annual data on the heating, electric and water usage (the "Utility Performance Information") on the Premises in accordance with Section 2: Basic Framework of the HPD Benchmarking Protocol, a copy of which has been provided to Sponsor. Not later than ___ of each subsequent year of the Term, the Qualified Software Provider retained by Sponsor shall input the Utility Performance Information for the immediately preceding year into the United States Environmental Protection Agency ENERGY STAR Portfolio Manager ("Portfolio Manager"), or such other system as may be designated by HPD.

Sponsor agrees and acknowledges that (i) the Utility Performance Information will be made available to HPD through the "NYC Affordable Housing" account located on Portfolio Manager and (ii) HPD may receive the Utility Performance Information directly from the Qualified Software Provider. HPD reserves the right to replace the Qualified Software Provider in the event that such provider ceases to be included on the Approved Provider List. Throughout the Term, Sponsor shall at all

times abide by the terms and conditions set forth in this Paragraph 5.I and in the HPD Benchmarking Protocol, as may be amended from time to time.

6. **Books, Records and Certifications**

A. Maintenance of Books and Records. Sponsor shall keep and maintain full and accurate books and records regarding maintenance, operation and management of the Premises and comply with customary financial and other reporting requirements, and shall permit HPD to review, examine and audit such books and records at all reasonable hours. Sponsor shall submit to HPD such reports and information as HPD may require. Said books and records shall be retained by Sponsor for ___ years after the expiration of the Term. Upon ___ days' written notice from HPD, Sponsor, including any of its members, officers, directors, employees or agents, shall submit under oath, to an oral examination by authorized representative(s) of HPD concerning any or all matters relating to the Premises and shall produce for examination, review and/or audit by HPD all or such books and records, including, without limitation, journals, ledgers, accounts, check books, canceled vouchers, contracts, correspondence, stock book and minute book, as such notice may specify. Such notice shall specify the time and place of examination.

B. Audited Financial Reports. Sponsor shall submit to HPD annually, beginning on the first anniversary of the Completion Date but no later than ___ after the end of Sponsor's fiscal year, in such forms as shall be approved by HPD, (i) a copy of the audited annual financial report which shall include a statement of the income and expenses of the Premises, a balance sheet, a statement of cash flows, and accompanying notes and schedules; (ii) a certified rent roll; and (iii) proof of insurance.

C. Budget. Sponsor shall submit to HPD annually, commencing on the first anniversary of the Completion Date and on each anniversary date thereafter, a budget for the following year showing anticipated income and expenses for the Premises.

D. Additional Submissions. Sponsor shall submit to HPD in a timely manner such additional reports and information requested by HPD, including, but not limited to, bank statements, tenant income records for all existing tenants and all tenants who vacated within the previous ___ years, rent collection reports, vacancy information, management expense reports, receipts evidencing proof of payments, portfolio information, and organizational charts.

7. **Right To Inspect.** HPD and its officers, employees, agents or inspectors shall have the right to enter and inspect the Premises at all reasonable times without prior notice.

8. **Prohibition Against Conveyances, Leasing, and Loans**

(a) Sponsor shall not, without the prior written approval of HPD, (i) further encumber the Premises with any lien imposed in connection with any other financing, or (ii) permit the Premises or any part thereof or any interest therein to be sold, transferred or conveyed to any other person or entity, or (iii) sell, transfer or convey the Premises or any part thereof or any interest therein, which shall include, but not be limited to, (x) where Sponsor is a business corporation (i) the sale or transfer of more than _____ of the outstanding shares of the corporation, or (ii) the dilution of present stockholding or corporate control by issuance of new or treasury stock or by

conversion of any non-voting stock or other securities to voting stock, or (y) where Sponsor is a partnership, the withdrawal (except by death), resignation or retirement, of any general partner, or the appointment of any new, or other, or substitute general partner(s) (provided that the foregoing shall not apply to limited partners), or (z) where Sponsor is a limited liability company, the withdrawal (except by death), resignation or retirement, of any member other than a passive investor member, or the appointment of any new, or other, or substitute member or members other than passive investor members.

(b) Sponsor shall not, without the prior written consent of HPD:

(i) lease or license all or substantially all of the Premises to any party, other than with respect to the Master Lease; or

(ii) lease any commercial unit in the Premises to any affiliate, subsidiary or principal of Sponsor, or lease any commercial unit in the Premises for less than the prevailing market rent for the neighborhood where the Premises are located.

(c) Sponsor shall not, without the prior written consent of HPD, use any of the operating income or reserves for the Premises to make loans for any purpose (whether secured or unsecured or whether repayable or forgivable) to any affiliate, subsidiary or principal of Sponsor or to any third party.

(d) Condominium Conversion. Nothing in this Agreement shall prohibit the Sponsor from creating the Condominium provided that HPD approves any condominium documents, including, but not limited to, the condominium declaration and by-laws, necessary to establish the Condominium.

9. **Enforcement**

(a) In the event of a breach of any of the covenants and agreements contained herein, the City shall have the right to one or more of the following:

(i) Institute and prosecute any proceeding for an injunction or for specific performance of Sponsor's obligations hereunder; or

(ii) Extend the Term of this Regulatory Agreement by the period of such noncompliance upon the recording an appropriate document, executed solely by the City, against the Exemption Area. The period of noncompliance shall be presumed to be the period running from the date of this Agreement to the date that HPD notifies the Sponsor of such noncompliance, which presumption may be rebutted by Sponsor.

(b) In the event of a threatened breach of any of the covenants and agreements contained herein, the City shall have the right to the remedy described in 9(a)(i) above.

(c) HPD, in its sole and absolute discretion, may, in writing, (i) give Sponsor a period of up to ___ days to cure the violation, provided the violation can be cured without

affecting the rights of any bona fide tenants who have executed leases with Sponsor, or (ii) waive any of the provisions of this Paragraph 9. No such waiver shall be effective unless it is in writing. Further, no delay or waiver in enforcing the provisions hereof as to any violation shall impair, damage or waive the right of the City to enforce this Agreement in the event of a continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

(d) Notwithstanding the above, if HPD makes a determination as described in Paragraph 3(a) of the Council Resolution, HPD will provide the notice and opportunity to cure as set forth in the Council Resolution.

Any breach of any of the covenants and agreements contained herein will be considered an event of default.

10. **Covenants Run With The Land**. This Regulatory Agreement shall run with the land and shall bind all subsequent parties in interest to the Exemption Area during the Term.

11. **Amendments.** Except as otherwise set forth herein, this Regulatory Agreement may only be amended by a written instrument executed by HPD and Sponsor in recordable form.

12. **Investigations.** Sponsor shall be bound by the provisions of **Schedule C** attached hereto and made a part hereof.

13. **Binding Nature of Restrictions.** Sponsor shall cause this Regulatory Agreement to be recorded against the Exemption Area in the Register's Office. The restrictions set forth in this Regulatory Agreement shall run with the land and bind Sponsor, Sponsor's successors, assigns, heirs, grantees, and lessees. All references to "Sponsor" in this Agreement shall include Sponsor's successors, assigns, heirs, grantees, or lessees.

14. Notices. All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Regulatory Agreement shall be in writing and sent or transmitted as follows:

If to Sponsor: _____
_____

Attn:

with a copy to:

Attn:
Facsimile

If to HPD:

Attn:
Facsimile:

with a copy to:

Attn:
Facsimile:

Notices must be hand delivered, transmitted via facsimile or sent by certified or registered U.S. mail, return receipt requested. Notice shall be deemed to have been given upon (i) delivery if sent by hand delivery or U.S. mail, and (ii) confirmed receipt, if sent by facsimile, to both the addressee and the person entitled to receive a copy thereof.

15. **HPD Discretion.** All determinations to be made by HPD or the City in accordance with this Agreement shall be in the sole discretion of HPD.

16. **Expiration.** Except as otherwise provided herein, upon the expiration of the Term, this Agreement shall be of no further force and effect; provided, however, that HPD shall retain all of its rights and remedies to enforce this Agreement with respect to any default or violation which occurred prior to the expiration of the Term. HPD shall, if requested by Sponsor, execute and deliver to Sponsor a document in recordable form to reflect the expiration of this Agreement.

17. **Counterparts.** This Regulatory Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

18. **Project Subject To Several Restrictions.** If the Project is subject to more than one income or rent restriction, the more restrictive provision shall control.

19. **Negative Declaration**. Sponsor shall comply with the requirements contained in the Negative Declaration attached hereto as Schedule D and made a part hereof.

19. **HireNYC.** Sponsor shall, and shall cause the general contractor and all applicable subcontractors to, comply with the requirements of HireNYC as more particularly set forth in the HireNYC Rider attached hereto and made part hereof, as may be modified by the City from time to time.

20. **Execution by Fee Owner.** The Fee Owner is signing this Agreement to acknowledge that the Premises are subject to the restrictions set forth in this Agreement and to consent to the terms and conditions of this Agreement. Unless the Fee Owner becomes the Owner of the Project, Fee Owner has no obligations whatsoever other than those, if any, that are contained in the Ground Lease, under this Agreement, including without limitation, for the payment of any monetary obligations under or referenced in this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF,** the parties hereto have executed this Regulatory Agreement as of the date first above written.

**E. THE CITY OF NEW YORK**

By:

By:_____
Name:
Title:

, a
New York not for profit corporation

By:_____
Name:
Title:

_____,
a New York limited liability company

By:,
its managing member

By:,
its managing member

By,
its managing manager

By:_____
Name:
Title:

[signatures continue on following page.]

_____,
a New York limited liability company

By: _____, its sole member

By:,
its managing member

By:,
its managing member

By:,
its managing manager

By:_____
Name:
Title: Manager

_____.,
a New York corporation

By: _____
Name:
Title:

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
UNTIL

By:
Acting Corporation Counsel

**F.**

**UNIFORM ACKNOWLEDGEMENTS**

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

On the ____ day of June, in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF )

On this _____ day of June in the year 20_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) SS:
COUNTY OF )

On this _____ day of June in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) SS:
COUNTY OF )

On this _____ day of June in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

**G. Schedule A**
**H. Property Description**
**I.**

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, designated on the Tax Map of the City of New York:

| Block | Lot | Address |
|---|---|---|

J. In the County of
K. In the Borough of

L.
M.

**N. Schedule B**
**City Council Resolution**
**(next page)**

## O. Schedule C
## Investigation Clause

(a) The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contracts, lease, permit, or license that is the subject of the investigation, audit or inquiry.

(b) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(c) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

(d) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(e) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (g) below without the City incurring any penalty or damages for delay or otherwise.

(f) The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and /or

(2) The cancellation or termination of any and all such existing City contracts, leases, permit, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; moneys lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

(g) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (1) and (2) below. He or she

may also consider, if relevant and appropriate, the criteria established in paragraphs (3) and (4) below in addition to any other information which may be relevant and appropriate:

(1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(2) The relationship of the person who refuses to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (f) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in (d) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(h)

(1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives moneys, benefits, licenses, leases, or permits from or through the city or otherwise transacts business with the City.

(4) The term "member" as used herein shall be defined as any person in association with another person or entity as a partner, officer, principal or employee.

(i) In addition to and notwithstanding any other provisions of this Agreement the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days written notice in the in the event the contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

## P. Schedule D

## Negative Declaration

(see next page)

# HireNYC

The following HireNYC Rider applies to the Owner, the general contractor, and all subcontractors for the project with contracts of $500,000 or more and shall be included in the construction contract with the general contractor and all such subcontracts. All references to "Covered Party(ies)" shall be deemed to apply to the Owner, the general contractor, and all such subcontractors responsible for job posting during the project, as described below.

## HIRING AND EMPLOYMENT RIDER

### Introduction

This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires Covered Parties to enroll with the HireNYC portal for the City of New York (the "City") found within the Department of Small Business Services' ("SBS") website, to disclose all new entry to mid-level job opportunities (as defined below) that are created by the project and located in New York City, ("Covered Jobs") and to evaluate or interview qualified candidates from HireNYC for Covered Jobs. Entry to mid-level jobs shall mean jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (see Column F of https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls).

### A. Enrollment

Each Covered Party must be enrolled with the HireNYC system, found at nyc.gov/hirenyc. The Owner and general contractor shall each enroll within thirty (30) days after the date of construction closing. Subcontractors must be enrolled by the earlier of (i) fifteen (15) days after the full execution of its subcontract or (ii) the start of work under such subcontract

The Owner or general contractor shall engage with SBS to create a project work plan that details the planned subcontracting engagements and any expected hiring needs. The work plan should include information such as projected start dates for subcontractors, the anticipated schedule of initiating the hiring process for any positions they might hire for, and contact information for all Covered Parties.

The Owner and general contractor may designate a project coordinator to act as the main contact for the Covered Parties with regard to the matters contained in this Rider. The role of the project coordinator will be to manage the administrative enrollment requirements of subcontractors and to facilitate communication between the Covered Parties and SBS.

**B. Recruitment Requirements**

Once enrolled in HireNYC, the Covered Parties shall update the HireNYC portal with a list of all Covered Jobs as they become known. The Covered Parties or project coordinator must request candidates through the HireNYC portal to fill any Covered Jobs no less than three weeks prior to the intended first day of employment for each new position, or as otherwise negotiated with SBS, whose consent will not be unreasonably withheld, and must also update the HireNYC portal as set forth below. If an employee is needed in an unexpected situation to keep a project on schedule, the Covered Party must notify SBS of this need and if SBS is not able to refer a candidate within three (3) business days, the Covered Party may proceed without further consideration.

After enrollment and submission of relevant information through the HireNYC portal by Covered Parties or the project coordinator, SBS will work directly with the hiring manager for each Covered Party to develop a recruitment strategy for Covered Jobs. HireNYC will screen applicants based on employer requirements and refer qualified applicants to the appropriate Covered Party for evaluation or interviews. The Covered Parties must evaluate or interview referred applicants whom it believes are qualified. These requirements do not limit the Covered Party's ability to work with community partners who may also refer candidates for job opportunities, to assess the qualifications of prospective workers, or to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require a Covered Party to employ any particular worker or to limit consideration to the prospective employees referred by HireNYC.

In addition, this Rider shall not apply to positions that a Covered Party intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York or to positions covered by Collective Bargaining Agreements or Project Labor Agreements. Covered Parties shall not be required to report such openings with HireNYC. However, Covered Parties shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

**C. Reporting Requirements**

After completing an evaluation or interview of a candidate referred by HireNYC, the Covered Party or project coordinator must provide feedback via the portal to indicate which candidates were evaluated or interviewed and hired, if any. For any individual hired through HireNYC, the Covered Party or project coordinator shall provide the expected start date, wage, and hours expected to work. The Covered Party or project coordinator shall provide such information on a monthly basis through the HireNYC portal for any candidates referred by HireNYC that are evaluated, interviewed and/or hired in a particular month.

In the event a Covered Party does not have any Covered Jobs in any given year, the Covered Party or project coordinator shall be required to provide an annual update to HireNYC to that

effect.  For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

Covered Parties or the project coordinator shall report to the City all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule. In addition, Covered Parties shall comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

**D. Audit Compliance**

Covered Parties shall permit the New York City Department of Housing Preservation and Development ("HPD") to inspect any and all records concerning or relating to job openings or the hiring of individuals for Covered Jobs. Covered Parties shall retain all such records for one (1) year from the date of contract completion and shall permit an inspection by HPD within seven (7) business days of the request.

**E. Other Hiring Requirements**

Covered Parties shall comply with all federal, state, and/or local hiring requirements as may be set forth elsewhere in this Agreement or other project documents.

**REGULATORY AGREEMENT**

**BETWEEN**

**THE CITY OF NEW YORK**

**and**

**and**

**and**

Block Lot Address

Q.
R. In the County of
S. In the Borough of

RECORD AND RETURN TO:

Department of Housing Preservation
and Development
100 Gold Street, Rm 5-Q5
New York, NY 10038

**MANDATORY INCLUSIONARY HOUSING**
**RESTRICTIVE DECLARATION**
**(Building A)**

**THIS RESTRICTIVE DECLARATION** ("Restrictive Declaration"), made as of the ____ day of December, 2017, _____, a New York limited liability company ("Non-LIHTC LLC"), and _____, a New York limited liability company formed pursuant to the laws of the State of New York ("LIHTC LLC" and together with Non-LIHTC LLC, "Applicant"), each having an office at _____ and _____, a not-for-profit corporation established pursuant to Article XI of the New York State Private Housing Finance Law having an office at _____ ("Owner").

**WHEREAS**, Owner is owner in fee simple of the premises located in the County of _____, City and State of New York, known as and by the street address _____, identified as **Block ____, Lot ____** on the Tax Map of the City (the "Premises"), more particularly described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, Non-LIHTC LLC is the owner of the equitable and beneficial interest in the Premises pursuant to a Declaration of Nominee Agreement between Applicant and Owner dated as of the date hereof and intended to be submitted to the Office of the Register of New York City in _____ County simultaneously herewith; and

**WHEREAS**, the Premises is located in a Mandatory Inclusionary Housing area within the meaning of Section 23-911 of the New York City Zoning Resolution (the "Resolution") and the Inclusionary Housing Program Guidelines (the "Guidelines") (the Guidelines and Resolution are collectively referred to herein as the "Program"); and

**WHEREAS**, pursuant to Section 23-154(d)(1) of the Resolution, no Residential Development, Enlargement or Conversion from non-Residential to Residential Use is permitted at a property located in a Mandatory Inclusionary Housing area, unless either Affordable Housing is provided, a contribution is made to the Affordable Housing Fund, or a special permit exempting the property from such requirements is obtained from the Board of Standards and Appeals ("BSA"), and

**WHEREAS**, Applicant has not obtained a special permit from the BSA; and

**WHEREAS,** Applicant does not qualify to make a contribution to the Affordable Housing Fund or chooses to forgo making such contribution to the Affordable Housing Fund; and

**WHEREAS**, Applicant intends to satisfy the requirements of the Program by constructing improvements on the Premises that will constitute Affordable Housing within the meaning of the Program; and

**WHEREAS**, the New York City Department of Housing Preservation and Development (the "Department") has been duly authorized to administer the Program; and

**WHEREAS**, Applicant has filed with the Department a MIH Application pursuant to Section 23-961(d) of the Resolution, attached hereto and made a part hereof as Exhibit B, and the

Department has evaluated and approved the MIH Application as such terms and requirements of the MIH Application are reflected in this Restrictive Declaration; and

**WHEREAS**, Applicant intends to construct one or more buildings on the Premises with a total Residential Floor Area not to exceed _____ square feet; and

**WHEREAS**, Applicant intends to provide _____ square feet of Low Income Floor Area (as defined in Section 23-911 of the Resolution (the "Affordable Housing Units") to be affordable to and occupied by Qualifying Households; and

**WHEREAS**, Applicant intends to record a declaration of condominium (together with the by-laws and other schedules attached thereto, as same may be amended from time to time, the "Declaration"), which shall establish the building to be constructed on the Premises (the "Building") as a condominium project; and

**WHEREAS**, the Declaration will establish _____ separate condominium units (the "Condominium Units") to be constructed on the Premises: (i) a condominium unit which will contain ___ residential rental apartments, of which __ units will be Affordable Housing Units (the "Affordable Condo Unit"); (ii) a condominium unit which will contain ___ residential rental apartments (the "Non-LIHTC Condo Unit"); (iii) a condominium unit which will contain retail space (the "NMTC Retail Unit"), (iv) a condominium unit which will contain a _____ and (v) a condominium unit which will contain a _____ (collectively, all of the foregoing units are referred to as the "Condominium");

**WHEREAS**, Non-LIHTC LLC has leased all beneficial and equitable interest into the portion of the Premises that will consist of the Affordable Condo Unit, _____ and _____ (all as defined below) pursuant to that certain Master Lease by and between Non-LIHTC LLC and LIHTC LLC ("LIHTC Master Lease");

**WHEREAS**, Capitalized terms not specifically defined herein shall have the meaning set forth in the Resolution.

**NOW THEREFORE**, the Applicant has agreed to execute and record this Restrictive Declaration against the Premises.

1. (i) Applicant shall construct _____ Affordable Housing Units on the Premises (the "Building") pursuant to the building plans submitted to and approved by the Department ("Building Plans"). Attached hereto as Exhibit C, is a list identifying each Affordable Housing Unit.

   (ii) The Declaration shall provide that the owner of the Non-LIHTC Condo Unit (including Applicant and its successors or assigns) ("Non-LIHTC Condo Owner") shall pay all carrying charges and any other carrying costs, including, without limitation, debt service payments and other mortgage payments associated with ownership and operation of the Affordable Condo Unit exceeding the "net rental income" generated by the Affordable Condo Unit (said excess, the "Carrying Cost Differential"). As used in this paragraph, the term "net rental income" means rental income generated by the Affordable Condo Unit less operating expenses of the Affordable Condo Unit. Payment of such Carrying Cost Differential may be made in the form of a loan to the owner of the Affordable Condo Unit provided, however, any such loan may not encumber the Affordable Condo Unit or give

rise to a lien against the Affordable Condo Unit or any interest or portion therein. Notwithstanding the foregoing, the Non-LIHTC Condo Owner may enforce any such loan against the owner of the Affordable Condo Unit to the extent advances have been made under said loan; provided, however, that such enforcement shall not be undertaken without the prior written consent of HPD, which consent shall not be unreasonably withheld where enforcement of the loan is being undertaken to facilitate acquisition by Non-LIHTC Condo Owner of all or some of the interest in the Affordable Condo Unit and where such enforcement will not give rise to a lien or other encumbrance against the Affordable Condo Unit.

(iii) Prior to submission to the Attorney General and recording of the Declaration, Applicant shall submit the Declaration to the Department for its review and approval including, but not limited to, the provisions concerning carrying charges. The Declaration shall thereafter not be modified with respect to provisions concerning or affecting the Affordable Condo Unit without the prior written consent of the Department

2. The amount of Affordable Floor Area for Qualifying Households shall be equal to at least 25% of the total Residential Floor Area to be constructed on the Premises.

3. The weighted average of all Income Bands for Affordable Housing Units shall not exceed 60% of the Income Index and no Income Band shall exceed 130% of the Income Index. At least 10% of the Residential Floor Area within the MIH Development shall be affordable within an Income Band at 40% of the Income Index.

4. Construction Requirements and Construction Period.

(a) Applicant shall not permit the Building Plans to be professionally certified to the City of New York Department of Buildings ("DOB"). Applicant shall submit (i) such Building Plans and (ii) applicable zoning calculations to a DOB plan examiner for review and approval. Construction of Affordable Housing Units shall be in accordance with the Program requirements and the Building Plans with respect to the Affordable Housing Units (which Program requirements and Building Plans with respect to the Affordable Housing Units are collectively defined as "Construction Requirements"). Applicant shall not alter the Construction Requirements that relate to the Program requirements or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) without the Department's prior written approval.

(b) Applicant shall complete the construction of the Affordable Housing Units within ____ years from the date of this Restrictive Declaration ("Completion Deadline"). The construction of the Affordable Housing Units shall be deemed complete upon the Department's issuance of a Completion Notice in accordance with Section 8 of this Restrictive Declaration ("Completion").

5. Affordable Housing Units will be occupied solely by tenants who are Qualifying Households at the time of such tenant's Initial Occupancy and shall be operated as Affordable Housing for Qualifying Households for the life of the MIH Site. Such obligation shall run with the land.

6. Rents.

(i) The rents charged by Applicant for the Affordable Housing Units upon Initial Occupancy shall: (a) not exceed the rents set forth in the schedule attached hereto as Exhibit D, which have been established by the Department pursuant to Sections 23-961(b) of the Resolution, (b) be registered with the New York State Division of Housing and Community Renewal or any successor agency ("DHCR") and (c) thereafter be subject to Rent Stabilization without regard to whether such Affordable Housing Units are statutorily subject to Rent Stabilization. If a court determines that Rent Stabilization is statutorily inapplicable to an Affordable Housing Unit, such unit shall remain subject to Rent Stabilization in accordance with the terms of this Restrictive Declaration and the lease for such Affordable Housing Unit for the remainder of the Regulatory Period. Applicant shall register all Affordable Housing Units with DHCR upon the earlier to occur of: (A) the occupancy of the last remaining unit, or (B) one year from Completion Deadline (the "DHCR Registration Deadline").

(ii) Rents for existing tenants of the Affordable Housing Units upon renewal of leases for such units or at any time during the term of the lease shall be the lesser of (a) the rent allowed by Rent Stabilization, or (b) the Maximum Monthly Rent for Qualifying Households.

(iii) Upon rental of an Affordable Housing Unit that becomes vacant after the Initial Occupancy, the rent for any new tenant shall be the lesser of (a) the rent allowed by Rent Stabilization, or (b) the Maximum Monthly Rent for Qualifying Households.

(iv) Notwithstanding anything to the contrary contained herein, Applicant shall not utilize any exemption or exclusion from any requirement of Rent Stabilization to which Applicant might otherwise be or become entitled with respect to one or more Affordable Housing Units, including, but not limited to, any exemption or exclusion from the rent limits, renewal lease requirements, registration requirements, or other provisions of Rent Stabilization due to (i) the vacancy of a unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or a unit's rent exceeds prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.

(v) Applicant shall grant all tenants in Affordable Housing Units the same rights that they would be entitled to pursuant to Rent Stabilization, and such rights shall be stated in each lease for an Affordable Housing Unit.

7. Applicant shall not request or accept a certificate of occupancy ("CO") or temporary certificate of occupancy ("TCO") for any portion of the MIH Site until the Department issues a Completion Notice.

8. Applicant acknowledges that the Department shall not issue a Completion Notice prior to Applicant complying with the following requirements (a) through (l) of this Section 8:

(a) submitting evidence satisfactory to the Department, that except for the Department's issuance of the Completion Notice, the MIH Development is eligible to receive a CO or TCO;

(b) at the discretion of the Department, performance by the Department of a site inspection which establishes to the satisfaction of the Department that (i) the Affordable Housing Units meet the requirements of Section 23-96(d) of the Resolution, and (ii) the Building(s) comprising the MIH Development meets the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

(c) submission of proof, satisfactory to the Department, that the Affordable Housing Units are being rented in accordance with the Program and that Applicant has entered into leases with tenants for all of the Affordable Housing Units in accordance with the Program, pursuant to which the tenants may begin occupancy upon the issuance of a CO or TCO;

(d) submission of certificates of insurance evidencing coverage of the types and in the amounts required by Section 11 of this Restrictive Declaration with all premiums for the current year fully paid;

(e) submission on or after the date that DOB either certifies to the Department that DOB is prepared to issue the CO or the TCO for all of the Affordable Housing Units or that DOB has issued the CO or the TCO for all of the Affordable Housing Units, as the case may be, of (i) a policy of fee title insurance dated as of the date the Applicant acquired title to the Premises, or a title policy insuring the lien of mortgage of the primary Lender for the Premises and/or the Premises or such Lender's credit enhancer, dated as of the date of the closing of the financing of

such mortgage, will satisfy the foregoing, where such policy (a) has been issued by a title company in good standing licensed to issue title insurance in New York State and contains the Standard New York Endorsement (Owner's Policy) in substantially the form that appears as Exhibit E hereto, (b) such policy evidences fee simple ownership in the Applicant and Owner as applicable, and the absence of liens and other encumbrances on the Premises other than those approved by the Department, (ii) proof of payment of premiums therefor, and (iii) title continuations run by the title company from the date of the title policy to the date of submission of such title policy together with a letter from the title company confirming the absence of liens and encumbrances on the Premises other than those previously approved by the Department and mechanics liens which have been bonded;

(f) submission of (1) proof of registration of the Building and all Affordable Housing Units with DHCR; (2) proof that such Building is entirely free of violations of record issued by any city or state agency pursuant to the Multiple Dwelling Law, the Building Code, the Housing Maintenance Code and the Program; and (3) submission of an affidavit stating that Applicant shall complete multiple dwelling registration of the Building in accordance with the New York City Housing Maintenance Code;

(g) certification that all applicable representations, warranties and statements made by Applicant in this Restrictive Declaration and in any other documents submitted to the Department in connection with this Restrictive Declaration and the Program remain true and correct as of the date on which the foregoing conditions have been satisfied;

(h) funding of the Special Reserve Fund in accordance with Section 22 herein;

(i) submission of a Memorandum of Restrictive Declaration, in the form attached hereto as Exhibit F, where applicable, and the Restrictive Declaration stamped as recorded separately in the Office of the City Register in accordance with Section 14;

(j) submission of proof that any required Affordable Housing Subordination Agreement (defined in Section 12 herein) was recorded immediately following execution thereof and that Applicant fully complied with the requirements of Section 12 herein;

(k) submission of proof that the Building Plans submitted to the Department were reviewed by a DOB plan examiner and submission of a zoning sheet approved, prior to the issuance of a TCO or a CO, by DOB; the Department's issuance of the Completion Notice shall be based upon such DOB approved calculations; and

(l) compliance with the terms of this Restrictive Declaration.

9. Warranties. Applicant shall obtain and retain commercially reasonable warranties of the work on the Affordable Housing Units from the general contractor and all subcontractors performing such work and, at the Department's request, shall submit such warranties for inspection.

10. Renting Affordable Housing Units. Applicant has contracted with _____ a not-for profit organization qualified by the Department to participate in the Program, to act as Administering Agent for the Affordable Housing Units ("Administering Agent Agreement"). The Administering Agent Agreement shall require that the Administering Agent ensure that Affordable Housing Units are rented at Rent-up and each subsequent vacancy, in compliance with this Restrictive Declaration and all of the requirements of the Program. The Applicant shall ensure that within (60) sixty days after the DHCR Registration Deadline, the Administering Agent submit an affidavit to the Department attesting that at Initial Occupancy, the Monthly Rent registered and charged for each Affordable Housing Unit complied with the Monthly Rent requirements for such unit. The Applicant shall also ensure that each March after the DHCR Registration Deadline, the Administering Agent submit an affidavit to the Department attesting that each lease or sublease of an Affordable Housing Unit or renewal thereof, during the preceding year, complied with the applicable Monthly Rent requirements of the Program. A contract between the Administering Agent and the Department is attached and made a part hereof as Exhibit G. The Department may replace the Administering Agent in the event that the Affordable Housing Units are not rented at Rent-up and each subsequent vacancy thereafter in compliance with the Program. Applicant may not terminate the Administering Agent Agreement without simultaneously entering into a new Administering Agent Agreement approved in writing by the Department.

11. Insurance.

(a) Insurance.

(i) Applicant shall obtain and maintain in force all-risk casualty insurance, including broad form extended coverage that, in the event of a casualty to the Building containing the Affordable Housing Units, will pay an amount of insurance equal to full replacement value of the Building containing the Affordable Housing Units.

(ii) Applicant shall obtain and maintain in force commercial general liability insurance and other insurance of commercially reasonable types and amounts with respect to the Building containing the Affordable Housing Units.

(b) Casualty.

(i) In the event of a casualty, Applicant shall promptly notify the Department thereof. Subject to the terms and conditions set forth in this Section 11, the proceeds of the insurance on the Premises may be utilized as determined by the lender or lenders participating in the financing of the Building (the "Financiers") in accordance with the documents governing such Financiers' loan(s), copies of which have been provided to the Department (the "Loan Documents"). Applicant shall promptly inform the Department of the disposition of such insurance proceeds.

(ii) (A) In the event of a partial casualty, if the Building is reconstructed after such casualty, the Affordable Housing Units shall also be reconstructed so as to maintain in the Building the same ratio of Affordable Housing to total Residential Floor Area required by the Program, notwithstanding the availability of, or priority of payment of, insurance proceeds, and the terms of this Restrictive Declaration shall remain in full force and effect.

(B) If the Applicant and Financiers determine that, due to the nature of the casualty and the condition of the remaining structure, it is not practicable to include the Affordable Housing Units as originally configured in the replacement building, the Affordable Housing Units may be reconstructed in a location other than the Premises in accordance with Section 23-154(d)(5) of the Resolution, the requirements of this Restrictive Declaration and the Program.

(iii) In the event of a total casualty, where all Residential Floor Area created pursuant to this Restrictive Declaration ceases to exist and the Applicant elects not to reconstruct Residential Floor Area in the restored building, if any, then all proceeds shall be applied in accordance with the Loan Documents.

(iv) Applicant agrees that if the Building containing the Affordable Housing Units is reconstructed as provided in Section 11(b)(ii), then: (A) at such time as the restored portion of the Building or any new building is ready for occupancy, the Affordable Housing Units on each restored floor shall be made available for occupancy and re-rented prior to the market rate units on the same floor; (B) Applicant shall restore, repair, replace, rebuild, alter or otherwise improve the Affordable Housing Units in accordance with this Restrictive Declaration and the Program in effect as of the date hereof; (C) such construction shall be free of all violations under the New York City Building Code, the New York State Multiple Dwelling Law and the New York City Housing Maintenance Code; and (D) Applicant shall, upon request of the Department, amend this Restrictive Declaration to reflect any changes to the number, configuration or location of the Affordable Housing Units in any replacement building.

(v) Applicant may require the Financiers under any current or future Mortgage to use the insurance proceeds for the rebuilding of the Premises (with certain protective procedures).

12. Debt Restrictions. Applicant shall not mortgage or otherwise encumber the Affordable Housing Units or this Declaration with debt other than any initial debt approved by the Department and any modifications of same unless, (1) Applicant has notified the Department of such debt; (2) the lender is a local, state, or federal agency, savings bank, commercial bank, life insurance company, public real estate investment company, pension fund, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), or other lender approved by the Department, (3) if the debt service coverage ratio for the mortgaged property would be less than 1.1 if the Affordable

Housing Units were to be encumbered with such subsequent debt, Applicant has obtained the prior written consent of the Department, and (4) if such debt is a new indebtedness and/or a new mortgage, the lender enters into a subordination and non-disturbance agreement between the lender, Owner and the Department ("Affordable Housing Subordination Agreement") in form and substance satisfactory to the Department, substantially in the form annexed hereto as Exhibit H, which Applicant shall cause to be recorded against the Affordable Housing Units immediately following execution thereof in the Office of the City Register for the county in which the Premises are located.

13. Construction Monitoring. The Department may monitor the construction of the Affordable Housing Units in any reasonable manner, including inspection of the Premises. Upon request (a) Applicant shall give the Department notice of planning and construction progress meetings by telephone or in writing, and (b) the Department may (i) participate in planning and construction progress meetings, (ii) review construction contracts, plans, specifications and materials samples, and (iii) review proposed changes to the foregoing. Following the Department's request for any documents pursuant to Section 13(iii) herein, Applicant shall give to the Department (x) notice of proposed changes to such documents or materials, and (y) notice of any casualty to or other material event concerning the work on the Affordable Housing Units.

14. Condominium Declaration. Nothing in this Restrictive Declaration shall prohibit the Applicant from subdividing the Building into condominium units, so long as (i) any condominium documents, including, but not limited to, the condominium declaration and by-laws (the "Condominium Declaration") with all exhibits thereto, necessary to effectuate such subdivision of the Building are submitted to the Department, for review and approval prior to recording of the Condominium Declaration with the Office of the City Register and (ii) the Memorandum of Restrictive Declaration has been recorded against the Affordable Housing Units prior to receipt of a Completion Notice in accordance with Section 8 of this Agreement. After such review and approval, the portions of the Condominium Declaration affecting the Affordable Housing Units shall not be modified without the prior written approval of the Department.

15. Covenants Running With The Land. The restrictions, covenants and provisions set forth in this Restrictive Declaration shall run with the land, bind Applicant and all other parties in interest to the Premises and their respective successors and assigns, and be perpetual in duration. In the event of any conveyance of the Premises, the grantee(s) shall be bound to the terms and conditions contained in this Restrictive Declaration.

16. Recordation. Applicant, at its sole expense, shall promptly after execution of this Restrictive Declaration submit this Restrictive Declaration for recordation against the Premises in the Office of the City Register, and deliver satisfactory evidence of such recordation to the Department.

17. Amendments. This Restrictive Declaration may only be amended or modified by an instrument in recordable form executed by Applicant with the written approval of the Department thereon.

18. No Third Party Beneficiaries. The provisions of this Restrictive Declaration are solely and exclusively for the benefit of the City and Applicant, Owner and no other person shall be a beneficiary thereof.

19. No Waiver. No failure or delay on the part of the City to exercise any right, power or remedy under this Restrictive Declaration or available at law or in equity shall operate as a waiver thereof, or limit or impair the City's right to take any action or to exercise any such right, power or remedy, or prejudice its rights against Applicant in any respect.

20. Enforcement. The City of New York or the Department may enforce the terms of this Restrictive Declaration through the exercise of remedies at law or in equity.

21. Primary Residence. Affordable Housing Units may only be occupied as a primary residence, as defined in Rent Stabilization, by natural persons or families pursuant to a one or two year lease who have met the applicable income requirements for Low Income Households at the time of such tenant's initial occupancy of such unit. Applicant shall only offer a vacant dwelling unit for occupancy by persons or families intending to occupy such unit as their primary residence pursuant to a one or two year lease and shall not cause or permit the sublease or assignment of any dwelling unit for transient occupancy, for occupancy by any household that is not income eligible, or to any corporation or other entity.

22. Special Reserve Fund.

(a) Upon the earlier of the termination of (i) the Operating Reserve Fund (as such term is defined in that certain Mortgage made as of the date hereof by Applicant and Owner to the New York City Housing Development Corporation) or (ii) the HDC/HPD Regulatory Agreement, Applicant shall transfer any funds remaining in the Operating Reserve Fund, but in no event less than $_____ into a blocked reserve account ("Special Reserve Fund"), to be held and administered by the Department or its designee. The Special Reserve Fund and the interest accrued thereon shall belong to the Premises and the owner of such Premises and shall be used solely for the benefit of the Affordable Housing Units. The Special Reserve Fund shall be separate from the Building reserve fund built into the rent roll that will accumulate over time. The proceeds of the Special Reserve Fund shall be available to pay for unanticipated increases in the cost of operating and maintaining the Affordable Housing Units (including, but not limited to, escalating real estate taxes), or for capital repairs or improvements, the cost of which cannot be covered by the Building's capital reserve fund. Expenditures from the Special Reserve Fund shall be made solely at the discretion of the Department and may be made by the Department on behalf of Applicant.

(b) If the Department authorizes any expenditure to be made from the Special Reserve Fund, Applicant shall replenish the Special Reserve Fund in the amount of the total sum of all such authorized expenditures by applying the excess of collected rents

over actual operating expenses until all such repayments have been made. Such repayments into the Special Reserve Fund shall be made prior to the payment of any unpaid developer, syndication or partnership fees. In addition, such repayments shall be supported by the most recent financial statements, an independent auditor's report and a rent roll for the Premises. Applicant may choose to replenish such Special Reserve Fund on a calendar year basis or on a fiscal year basis. In addition, upon sale, transfer or disposition of the Affordable Housing Units or any interest therein, Applicant or owner, as applicable, shall repay in full all amounts withdrawn from and owed to the Special Reserve Fund, and the Special Reserve Fund shall remain with the Affordable Housing Units.

[No further text; signature page immediately follows]

**IN WITNESS WHEREOF**, Applicant has executed this Restrictive Declaration as of the day and year first above written.

_____
_____

By: _____
Name: _____
Title: _____

_____, a New York limited liability company

By: _____
By: _____
By: _____

By: _____
Name: _____
Title: _____

By: _____, its co-manager

By: _____
Name: _____
Title: _____

_____, a New York limited liability company
By: _____, its manager
By: _____, its managing member
By: _____, its manager
By: _____, its co-manager

By:
Name: _____
Title: _____

By: _____, its co-manager

By: _____
Name: _____
Title: Co-Managing Member

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
UNTIL: DECEMBER 31, 2018

By: _____
_____

STATE OF NEW YORK )
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK )
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK )
) SS:
COUNTY OF _____)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

## EXHIBIT A

## PROPERTY DESCRIPTION

Borough: _____

County: _____

Block: _____, Lot: __; Address: _____

## EXHIBIT B

## MIH APPLICATION

(following page)

## EXHIBIT C

## LIST OF AFFORDABLE UNITS

(following page)

## EXHIBIT D

## SCHEDULE OF RENTS AND EXPENSES

(following page)

## EXHIBIT E

## STANDARD NEW YORK ENDORSEMENT
## (OWNER'S POLICY)

1. The following is added to the insuring provisions on the face page of this policy:

"__. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, _____Insurance Company of New York has caused this Endorsement to be signed and sealed on its date of issue set forth herein.

DATED:

COUNTERSIGNED _____
Authorized Signatory

_____Insurance Company

BY:_____

**ARTICLE XII.**

**EXHIBIT F**

**ARTICLE XIII.**

**ARTICLE XIV.MEMORANDUM OF RESTRICTIVE DECLARATION**

**THIS MEMORANDUM OF RESTRICTIVE DECLARATION** made this ____ day of _____, 201*[#],* by [*owner*], *[description of legal entity (e.g., a New York limited liability company formed pursuant to the laws of the State of New York],* ("Applicant"), having an office at *[address].*

WITNESSETH THAT:

1. The Applicant is owner in fee simple of the premises located in the County of_____, City and State of New York, known as and by the street address *[address],* identified as Block *[#]*, Lot *[#]* on the Tax Map of the City (the "Premises"), more particularly described in Exhibit A attached hereto and made a part hereof;

2. The Applicant has covenanted and agreed for and on behalf of itself, its successors, assigns, heirs, grantees and lessees, which covenants shall be covenants running with the land to provide Affordable Housing on the Premises in accordance with the Mandatory Housing Restrictive Declaration ("Declaration"), dated as of [*insert date*] by [*insert name(s) of non-HPD parties*] and recorded in the Office of the City Register for New York County on [*insert date*] as CRFN [*insert CRFN number*], the provisions of which are by this reference made a part hereof and Section 23-90 (Inclusionary Housing), inclusive of the Resolution.

3. The Declaration and the covenants therein, shall run with the land that constitutes the Premises in accordance with the terms therein.

4. This Memorandum of Declaration is intended to provide constructive notice of the existence and terms of the Declaration and in no way modifies or amends the Declaration. If any provisions of this Memorandum of Declaration conflict with the Declaration, the terms of the Declaration shall prevail**.** The Applicant at its sole cost and expense shall cause this Memorandum of Restrictive Declaration to be recorded against each tax lot within the zoning lot containing the Affordable Housing whether or not such tax lot existed at the time the Declaration was recorded.

NO FURTHER TEXT

IN WITNESS WHEREOF, this Memorandum of Restrictive Declaration has been executed as of the date first set forth above.

UNIFORM ACKNOWLEDGEMENTS

STATE OF NEW YORK )
) SS:
COUNTY OF NEW YORK)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

# EXHIBIT G

**Administering Agent Agreement**
**Inclusionary Housing Program**
**(Building A)**

AGREEMENT made this _____ day of December , 2017, between _____ ("Administering Agent"), having an office at 16 Court Street, Suite 800 Brooklyn, NY 11241, and the Department of Housing Preservation and Development ("Department"), having an office at 100 Gold Street, Ninth Floor, New York, NY 10038.

WHEREAS, _____ and _____, (together, "Applicant") has recorded a Restrictive Declaration pursuant to which Owner has agreed to create _____ Affordable Housing Units located at _____ (the "Affordable Housing Units") in accordance with Section 23-90 (Inclusionary Housing), inclusive of the Zoning Resolution ("Resolution") and with the Inclusionary Housing Guidelines ("Guidelines"); and

WHEREAS, Administering Agent has agreed to ensure that the Affordable Housing Units are rented in compliance with the Agreement at Rent-up and each subsequent vacancy and has signed an agreement with the Applicant to that effect; and

WHEREAS, Administering Agent has been qualified to act as an Administering Agent by the Department;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed that Administering Agent will assume the ongoing responsibility for insuring that each Affordable Housing Unit is rented and upon vacancy re-rented in compliance with the Restrictive Declaration. In addition, the Administering Agent shall (1) maintain records setting forth the facts that form the basis of any affidavit submitted to the Department; (2) maintain such records as the Department may require at the Administering Agent's office or other location approved by the Department; and (3) make all records and facts of the operation of the Administering Agent available for the Department's inspection.

Notwithstanding any other remedy contained herein, the Department may commence an action against Administering Agent to require specific performance of Administering Agent's obligations herein. Department reserves the right to replace Administering Agent in the event that the Affordable Housing Units are not rented at Rent-up and each subsequent vacancy thereafter in compliance with the Program. If the agreement between Owner and Administering Agent is terminated or expires, Administering Agent shall provide the Department with written notice of such termination or expiration and this Administering Agent Agreement shall be terminated.

This Administering Agent Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

[NO FURTHER TEXT APPEARS ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

By:_____
Name: Louise Carroll
Title: Associate Commissioner

_____

BY: _____
Name:
Title:

UNIFORM ACKNOWLEDGEMENTS

STATE OF NEW YORK )
) SS:
COUNTY OF NEW YORK)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) SS:
COUNTY OF )

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

## EXHIBIT H

**THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT** ("Agreement"), made as of this ____ day of _____, 201__, by _____, [*describe type of entity*], having an address at _____ ("Mortgagee" or "Lender"), in favor of **THE CITY OF NEW YORK**, (the "City") a municipal corporation acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having an office at 100 Gold Street, New York, New York 10038 ("HPD").

**WHEREAS**, Mortgagee holds a certain mortgage or mortgages dated of even date herewith, as follows: (a) [*Construction Loan* Mortgage, Assignment of Leases and Rents and Security Agreement, dated of even date herewith], in the principal amount of $_____; (b) [*describe all subordinate mortgages, if any*], in the principal amount of $_____ and each made by [**Borrower]**, a [*describe type of entity*] ("Applicant") [and describe owner if different than applicant ("Owner")] in favor of Lender to secure, among other things, the aggregate principal sum of _____DOLLARS AND _____ CENTS ($_____) or so much thereof as may be advanced pursuant thereto, and interest, (the "Mortgage(s)") covering the premises described in **Schedule A** annexed hereto and incorporated herein ("Premises");

**WHEREAS**, Owner and Borrower have entered into a Declaration of Interest and Nominee Agreement, dated as of the date hereof, pursuant to which Owner will retain legal title to the Premises and Beneficial Owner will, collectively, hold the beneficial interests in the Premises;

**WHEREAS**, Applicant has executed a certain Mandatory Inclusionary Housing Restrictive Declaration ("Restrictive Declaration") dated as of the date hereof, which Restrictive Declaration is intended to be recorded against the Premises immediately following execution and delivery thereof;

**WHEREAS**, the Restrictive Declaration was entered into under the Mandatory Inclusionary Housing Program, which is governed by Sections 23-90 the New York City Zoning Resolution (the "Resolution") and the Inclusionary Housing Program Guidelines (the "Guidelines") (the Guidelines and the Resolution are collectively referred to as the "Program");

**WHEREAS**, the Restrictive Declaration provides that Applicant shall not mortgage or otherwise encumber the Premises or the Restrictive Declaration without the prior written consent of HPD and that, if HPD consents to a mortgage loan, the lender must subordinate the loan to all of the terms and conditions of the Restrictive Declaration;

**WHEREAS**, Applicant has entered into the Mortgage and other instruments evidencing or securing obligations of the Premises to Mortgagee (collectively, "Other Loan Documents"; the Mortgage and the Other Loan Documents are referred to collectively as the "Loan Documents"); and

**WHEREAS**, HPD has consented to the Loan Documents on the condition that Mortgagee subordinate the Loan Documents to all the terms and conditions of the Restrictive Declaration in the manner hereinafter described.

**NOW THEREFORE**, for good and valuable consideration, the receipt whereof is hereby acknowledged, Mortgagee hereby represents to and agrees with HPD, notwithstanding any contrary term, provision, agreement, covenant, warranty, and/or representation contained or implied in any Loan Documents or any other document executed in connection with the Premises, that:

1. The Loan Documents are and shall continue to be subject and subordinate to the terms, covenants, agreements, and conditions of the Restrictive Declaration.

2. As used in this Agreement (a) the term "Mortgage" shall refer to any amendments, replacements, substitutions, extensions, modifications, or renewals thereof, and (b) the term "Mortgagee" shall include the Mortgagee's successors and assigns.

3. As used in this Agreement, the phrase "subject and subordinate" means that:

   (a) to the extent there are any inconsistencies between the provisions of the Restrictive Declaration and any provisions of the Loan Documents, the provisions of the Restrictive Declaration shall take priority over the inconsistent provisions of the Loan Documents, except as provided herein; and

   (b) if Mortgagee or if any person or entity becomes the owner of the Premises (including, if the Premises is defined as a leasehold interest as well as a fee interest, the owner of such leasehold interest) by foreclosure, conveyance in lieu of foreclosure, or otherwise ("New Owner"), (i) the Restrictive Declaration shall continue in full force and effect and the Mortgagee and New Owner shall have no right to disturb the rights of HPD under the Restrictive Declaration, (ii) HPD shall not be named as a defendant in any action or proceeding to foreclose the Mortgage or otherwise enforce the Mortgagee's or New Owner's rights thereunder, except as set forth below, and (iii) the Premises shall be subject to the Restrictive Declaration in accordance with the provisions thereof; provided, however, that Mortgagee and New Owner shall not be liable for any act or omission of Applicant or bound by any subsequent amendment of or modification to the Restrictive Declaration without its written consent. Subject to the foregoing, nothing contained herein shall prevent the Mortgagee or New Owner from naming HPD in any foreclosure or other action or proceeding initiated by the Mortgagee or New Owner pursuant to the Mortgage to the extent necessary under applicable law in order for the Mortgagee or New Owner to avail itself of and complete the foreclosure or other remedy.

4. Upon a declaration of default under the Restrictive Declaration, HPD shall give Mortgagee notice thereof by hand delivery or reputable overnight courier and a reasonable opportunity to cure (if such default can be cured), provided, however, that Mortgagee shall have no

obligation to cure any such default. If Mortgagee cures the default during such cure period (if any) or has commenced to cure the specified default within such period and is diligently pursuing completion of such cure, or has commenced the exercise of remedies under the Loan Documents within such period, HPD shall not exercise any remedies under the Restrictive Declaration by reason of such default .Nothing herein shall limit HPD's right to consent to a replacement manager pursuant to Paragraph 6 herein.

5. Mortgagee hereby acknowledges that it has no interest in or rights to any funds held in the Special Reserve Fund pursuant to the Restrictive Declaration.

6. Notwithstanding anything contained in the Restrictive Declaration or the Loan Documents, neither HPD nor Mortgagee may assume responsibility for management of the Affordable Housing Units (as defined in the Restrictive Declaration) or designate a third party to manage the Affordable Housing Units without the consent of the other. If, in the exercise of its remedies under the Restrictive Declaration, HPD notifies Mortgagee of its intention to install a replacement manager of the Affordable Housing Units, then Mortgagee's consent to such manager shall not be unreasonably withheld or delayed. If, in the exercise of its remedies under the Loan Documents, Mortgagee notifies HPD of its intention to install a replacement manager of the Affordable Housing Units, then HPD's consent to such manager shall not be unreasonably withheld or delayed. The aforesaid provisions shall apply to management of the Premises (and not only management of the Affordable Housing Units) if it is not feasible or practical for the Affordable Housing Units to be managed separately from the rest of the Premises.

7. Upon a casualty to a building on the Premises,

   (a) where the repair or reconstruction cost is more than thirty-five percent (35%) of the replacement value of a building on the Premises, Mortgagee shall have the right to determine whether insurance proceeds are applied for the reconstruction or repair of the Premises or towards repayment of the Mortgage, and

   (b) where the repair or reconstruction cost is less than or equal to thirty-five percent (35%) of the replacement value of the Premises, HPD shall have the right to determine how insurance proceeds shall be applied. HPD shall make such determination within sixty (60) days after HPD is notified of the occurrence of the casualty. If HPD determines in such case not to apply the insurance proceeds for the reconstruction or repair of the Premises, the insurance proceeds shall be retained by Mortgagee to the extent of sums then due under the Mortgage.

   This paragraph supersedes any contrary provisions in the Restrictive Declaration or Loan Documents.

8. No failure to exercise and no delay in exercising, on the part of HPD, of any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or

partial exercise of any right, power or privilege operate as a waiver of any other right, power or privilege under this Agreement.

9. The covenants, provisions and terms of this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, and shall be binding upon and inure to the benefit of Mortgagee, HPD, and their respective successors, transferees, and assigns.

10. Neither this Agreement nor any provision hereof (including this paragraph) may be changed, modified, amended, waived, supplemented, discharged, abandoned, or terminated orally except by an instrument in writing signed by the party against whom enforcement of the change, modification, amendment, waiver, discharge, abandonment, or termination is sought.

11. All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent as follows:

If to HPD, in duplicate, to: Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038
Attn: Associate Commissioner, Housing Incentives

and: Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038
Attn: General Counsel

If to Lender, in duplicate, to: [Lender Name]
[Lender Address]
Attn:

and: [Lender's Counsel Name]
[Lender's Counsel Address]
Attn:

Notices must be hand delivered, sent by overnight delivery (e.g., FEDEX) or sent by certified or registered U.S. mail, return receipt requested. Notice shall be deemed to have been given upon delivery if sent by hand delivery, U.S. mail or overnight delivery. Each party named above may designate a change of address by written notice to all of the other parties.

12. This Agreement shall be recorded against the Premises immediately after the execution hereof, in the Office of the City Register for the County in which the Premises are located

and the Applicant [and/or Owner] shall pay all required fees and taxes in connection therewith.

13. This Subordination Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**[No further text - signatures on the next page]**

**IN WITNESS WHEREOF**, the undersigned have duly executed this Subordination and Non-Disturbance Agreement as of the day and year first above written.

**THE CITY OF NEW YORK**

**BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

By: _____

Associate Commissioner of Housing Incentives

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

On the ___ day of _____ in the year 20__ before me, the undersigned, personally appeared LOUISE CARROLL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
UNTIL _____

By: _____
Acting Corporation Counsel

**[LENDER]**

By: _____
Name:
Title:

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

On the ___ day of _____in the year 201_ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

## ARTICLE XV. SCHEDULE A

(a) PROPERTY DESCRIPTION

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of the _____, in the City and State of New York, designated as:

| Block | Lots | Address |
|---|---|---|

(b) SUBORDINATION AND NON-DISTURBANCE AGREEMENT

**ARTICLE XVI.**

**ARTICLE XVII.** BY AND BETWEEN

**ARTICLE XVIII.** **THE CITY OF NEW YORK**

-and-

**ARTICLE XIX.[LENDER]**

(a)

The property affected by this written instrument lies within the:

Block Lot Address

County:
Address:

**RECORD AND RETURN TO:**

[HPD COUNSEL]

**MIH Restrictive Declaration**

By

_____

**AND**

_____

**AND**

_____

**Location of Premises**

Borough:

County:

Block:

Lot:
(Building A)

_____

After Recording, Return to:
New York City Department of Housing Preservation and Development
100 Gold Street, Room 5U-10
New York, NY 10038

**Exhibit 6.4**

**ACCESS AND INDEMNITY AGREEMENT**

This Access and Indemnity Agreement is entered into on __, 20__ between Redfern FRP LLC], a New York limited liability company having an address at 902 Broadway, 13th Floor, New York, New York 10010 ("Owner"), Lettire Construction Corp., a New York corporation having an address at 334 East 110th Street, Suite 336, New York, New York 10029-3002 ("Contractor" and together with Owner, "Indemnitees") and [Mott Center construction inspector/consultant] ("Indemnitor"), upon the terms and conditions set forth below.

Whereas, Indemnitor has been engaged by Mott Center, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423 ("Lessor") for the purpose of providing certain [construction inspection] services to Lessor in connection with a construction project (the "Project") being undertaken by Indemnitees on certain real property owned by Lessor at 20-02 Mott Avenue, Far Rockaway, Queens (the "Premises"); and

WHEREAS, Indemnitor acknowledges and fully understands that a construction site is inherently hazardous and that in entering onto the Premises will be subject to risk of serious bodily injury, property damage, permanent disability or death, and voluntarily and knowingly assume all such risks.

NOW, THEREFORE, it is mutually understood and agreed as follows:

Indemnitees hereby grant Indemnitor access to the Premises solely for the purpose of performing [construction inspection services] for the benefit of Lessor on the terms and conditions set forth herein

To the fullest extent permitted by law, Indemnitors hereby exculpate, release, remise, waive and forever discharges Indemnitees, all lenders to the Project [to be named specifically], and all of their respective partners, directors, shareholders, agents, officers, employees, and their respective successors and assigns, from any and all responsibility for any conditions or hazards on the Premises and from any losses, damages, liabilities or claims whatsoever arising on

account or an way resulting from entry or presence on the Premises, regardless of cause, or otherwise; and

To the fullest extent permitted by law, Indemnitor agrees to indemnify and to hold harmless Indemnitees, all lenders to the Project [to be named specifically], and all of their respective partners, directors, shareholders, agents, officers, employees, and their respective successors and assigns from and against any and all claims or liability arising out of or relating to Indemnitors entry or presence on the Premises.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed effective as of the day and year first above written.

OWNER:

By:_____
_____
Title:
Date:

INDEMNITOR:

By:_____
_____
Title:
Date:

CONTRACTOR:

By:_____
Lettire Construction Corp
Title: Date:

**License Agreement**

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between [Redfern FRP LLC], a New York limited liability company having an address at 902 Broadway, 13th Floor, New York, New York 10010 (“Owner”), the ground tenant of the certain real property and improvements located at 20-02 Mott Avenue, Far Rockaway, Queens (the “Site”), New York, Lettire Construction Corp., a New York corporation having an address at 334 East 110th Street, Suite 336, New York, New York 10029-3002 (“Contractor”), the general contractor retained by Owner with respect to certain construction being undertaken by Owner on the Site (the “Project”) and Urban Fresh Corp., a New York corporation having an address at 155 Sussex Drive, Manhasset, NY 11030 (“Operator”) effective on the ___ day of ____, 20__ as follows:

## WITNESSETH

**WHEREAS**, OPERATOR wishes to commence and perform certain build-out work in connection with the Project and wishes to have limited access to the Project in order to perform such work in full compliance with the New York City Building Code (the "Building Code") and all other applicable laws, rules and regulations of governmental authorities having jurisdiction over the Property.

**WHEREAS**, OPERATOR is a sub-tenant of Owner at the Project and Owner is willing to grant a license to OPERATOR upon the terms and conditions hereinafter described; and

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License.

A. Upon execution of this Agreement, Owner hereby grants OPERATOR access to the Project for its build-out work.

B. The term of this Agreement and the License granted hereunder ("License Term") shall commence upon execution of this Agreement and expire _____ or as otherwise set forth in this Agreement (the "Expiration Date"). Upon the Expiration Date, the License Term shall end fully and completely, unless the extension of the License Term is approved by Owner, such approval not to be unreasonably withheld or delayed.

2. Build-out. The access for Build-out granted herein is as follows:

A. [scope to be inserted]

B. Reasonable Notice. Reasonable notice as required hereby shall include the identification of any individuals who are to enter within the Project.

3. OPERATOR shall defend, indemnify and hold harmless Owner, Lettire, Mott

Center, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423 ("Fee Owner"), [also to include all Project lenders/ investors/ regulatory bodies] and their respective officers, directors, members, agents and employees, and their respective successors and assigns from and against for any claims brought as a result of negligent actions or omissions of the OPERATOR or its agents or any party acting on its behalf, or as a result of any work performed upon the Project Site, including but not limited to, personal injuries and/or property damage sustained by OPERATOR, workers, or any other third or non-party but only to the extent of arising out of the work of OPERATOR or an individual or entity acting on behalf of OPERATOR. This indemnification provision shall include, but shall not be limited to, all attorney's fees and disbursements incurred in the defense of any action. The indemnity obligations under this section shall survive the expiration or earlier termination of this Agreement.

4. At all times during the License Term, OPERATOR and its contractors, subcontractors, and suppliers shall maintain and keep in full force and effect a policy or policies of commercial general liability insurance, with limits of $2,000,000, on an occurrence basis for claims of bodily injury, death and/or property damage and umbrella/excess coverage of $10,000,000 occurring on or about the Project and naming Fee Owner, Owner and Lettire as an additional insureds and maintain workers compensation insurance. OPERATOR shall provide a certificate of insurance and a copy of the policy endorsement specifically naming Fee Owner, Owner and Lettire to Fee Owner, Owner and Lettire evidencing that such insurance is in place prior to commencing any work on the Project. Such policy shall provide that it may not be canceled unless Fee Owner, Owner and Lettire have received thirty (30) days prior written notice of cancellation.

5. This Agreement shall be binding and inure to the benefit of the parties hereto, including any successors, assigns, and transferees, all others holding by, through or under the parties hereto, and all subsidiaries, divisions, related companies or entities, and principals of the parties.

6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to conflict of laws principles. The parties agree that neither party shall be liable to the other party for consequential damages arising from or in any way related to this Agreement.

7. Any action or proceeding between the parties concerning or arising from this Agreement, the Project or OPERATOR's actions shall be brought in State Court in Queens County, and no other Court. All parties irrevocably waive any rights they may have to a jury in any such action or proceeding.

8. This Agreement constitutes the entire agreement between the parties with regard to the subject matter contained herein and all prior agreements, negotiations, and understandings are merged into this Agreement. No waiver, alteration or modification of this Agreement or any of its terms shall be effective unless in writing and signed by a duly authorized representative of all parties.

9. Whenever possible, each provision of this Agreement shall be interpreted in such a

manner as to be valid under applicable law, but if any provisions of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10. Should any provision of this Agreement require interpretation or construction, the parties agree that this Agreement will be interpreted or construed without any presumption that the provisions of this Agreement are to be strictly construed against the party which, itself or through its agents, prepared such Agreement; it being agreed that the parties and their respective counsel and other agents have fully and equally participated in the preparation, negotiation, review and approval of all provisions in this Agreement.

11. Any notice required under this Agreement shall be in writing and deemed given and effective upon delivery if sent by email, facsimile, express service, or personal delivery, or five days after posting if sent by certified United States Mail, return receipt requested, with postage pre-paid.

Notices to Owner shall be sent to:

c/o Phipps Houses
902 Broadway, 13th Floor
New York, NY 10010
General Counsel

Notices to OPERATOR shall be sent to:

Notices to Lettire shall be sent to:

Luke Regier
Lettire Construction Corp.
334 East 110th Street
New York, New York 10029

And

Edward White
Lettire Construction Corp.
334 East 110th Street
New York, NY 10029

12. This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. Signatures transmitted electronically (PDF) or by facsimile transmission or telecopier shall have the same force and effect as original signatures.

13. Each signatory of this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the entity for which he or she has signed and can legally bind such entity to the terms and conditions of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand as of the date and year first set forth above.

OWNER:
Redfern FRP LLC

By: _____
Name:
Title:

OPERATOR
Urban Fresh Corp.

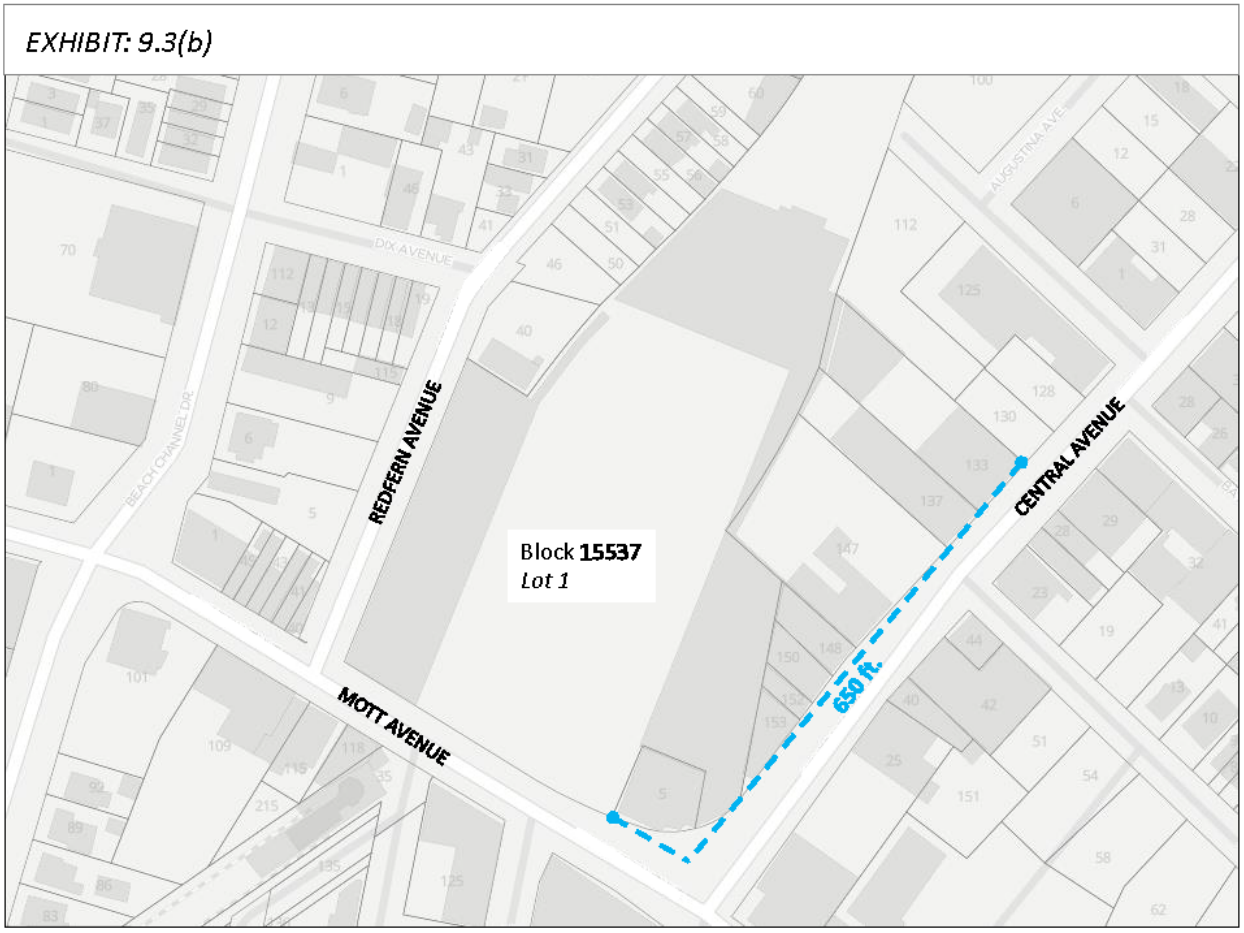
By: _____
Name:
Title:

Lettire Construction Corp.

By: _____
Name:
Title:

# Exhibit 9.3(b)

## Distance Between Tenant's and Landlord's Retail Spaces



## Exhibit 11.3(d)

### Form of Purchase Option Deed

THIS INDENTURE, made as of the ____ day of _____, ____ by [_____], a [_____], having an address of [_____] (hereinafter referred to as "Grantor"), to [_____], a [_____] having an office at [_____] (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, in consideration of Ten Dollars ($10.00), lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

[Insert condominium unit description (the "Premises") and reference to description of land annexed as exhibit A.]

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) allocated to the Unit.

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and By-Laws of the Condominium ("By-Laws"), as the same may be amended from time to time, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Units, as though recited and stipulated at length herein.;

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

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

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

AND Grantee accepts and ratifies the provisions of the Declaration and the By-Laws and agrees to comply with all the terms and provisions thereof.

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

GRANTOR:

**[_____]**, a [_____]

By: _____
Name:
Title:

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

On the _____ day of _____ in the year_____ , before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Exhibit A

Legal Description
(see attached)

**Exhibit 12.1(a)(1)**

**Urban Fresh Corp. Agreement**

EXECUTION VERSION

**THIRD AMENDMENT TO LEASE AGREEMENT**

This THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made this 23rd day of April, 2018 by and between MOTT CENTER, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423 ("Landlord") and URBAN FRESH CORP., a New York corporation, having an address at 155 Sussex Drive, Manhasset, NY 11030 ("Tenant").

WITNESSETH

WHEREAS, Estate of Fred Stark, Landlord's predecessor-in-interest, and Radamar Meat Corp., Tenant's predecessor-in-interest, entered into that certain Shopping Center Lease Agreement dated April 14, 2011 ("2011 Lease") covering premises containing approximately 25,000 square feet of space (the "Existing Premises") located in the shopping center at 20-02 Mott Avenue, Far Rockaway, New York, commonly known as the "Far Rockaway Shopping Center," as amended by that certain First Amendment to Lease dated April 14, 2011 ("First Amendment"), and as further amended by that certain Second Amendment to Lease Agreement dated August 7, 2012 ("Second Amendment"), which lease was assigned by Radamar Meat Corp. to Tenant pursuant to that certain Assignment and Assumption of Lease dated June 21, 2011 (such 2011 Lease, as amended and assigned, is referred to herein as the "Original Lease"); and

WHEREAS, Landlord is currently in discussions with Redfern FRP LLC (collectively with its affiliates, successors and assigns, "Phipps"), a third-party affordable housing developer, with respect to redeveloping the Shopping Center into a mixed use development of several buildings, containing newly built retail space and affordable housing residential apartments (the "Development") pursuant to one or more ground leases between Landlord, as fee owner, and Phipps as tenant (the "Ground Lease") and, with respect to the Retail Space (as hereinafter defined), one or more subleases between Phipps, as sublandlord, and Landlord, as subtenant ("Master Retail Sublease"); and

WHEREAS, if Landlord pursues such Development with Phipps, it shall become necessary for Tenant to vacate the Existing Premises and resume operation of its business in newly constructed space containing approximately 25,000 square feet of space as shown on Exhibit A (the "Replacement Premises") in a building to be constructed by Phipps ("New Building"); and

WHEREAS, if Landlord pursues such Development with Phipps, Phipps may elect to establish condominium ownership structure for one or more buildings in the Development (the "Condominium Conversion"), in which the retail space owned by Landlord in such building (the "Retail Space") and the residential space owned by Landlord in such building (the "Residential Space") will comprise separate commercial units (respectively, the "Retail Unit" and the "Residential Unit"); and

WHEREAS, the parties anticipate that Phipps will be granted an option in the Ground Lease to purchase the fee interest in all or a portion of the Development, in which case, if Phipps elects to exercise such option, the Ground Lease would be terminated with respect to the purchased portion of the Development, and Landlord would retain fee ownership of only the Retail Unit after the Condominium Conversion; and

WHEREAS, the parties hereto desire to set forth the terms and conditions pursuant to which, if Landlord were to elect to proceed with the Development, the Lease would be modified to induce Tenant to vacate the Existing Premises and, following construction of the same, relocate to the Replacement Premises within the Development.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Defined Terms.

(a) All capitalized terms not defined herein shall have the meanings attributed to them in the Original Lease.

(b) Terms defined in the Preamble and Recitals have their assigned meanings, and each use of the terms capitalized and defined in this Section 1(b) shall be deemed to refer to, and shall have the following meanings:

"Actual Tax Payment" means the actual amount of Tenant's Tax Payment paid by Tenant for a prior Tax Year.

"Allowance" means an allowance of Three Million Dollars ($3,000,000).

"Annual Statement" shall refer to the written statement of amount due as sent by Landlord to Tenant on an annual basis relating to CAM Costs.

"Base Year" shall mean the Tax Year in which the Cold Dark Shell Notice is delivered to Tenant.

"Business Days" means all days except (a) Saturdays, (b) Sundays and (c) Holidays. "Holidays" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day following Thanksgiving, Christmas and any other days which are observed by the state governments as legal holidays.

"Closure Period" means the period commencing upon the later of (i) the Vacate Date or (ii) the date Tenant vacates the Existing Premises, and ending upon the Substantial Completion Date.

"Closure Period Allowance Cap" means an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000).

"Cold Dark Shell" means that on the Substantial Completion Date, the Replacement Premises shall have the work performed and be in the condition described in Exhibit B annexed hereto.

"Cold Dark Shell Notice" means the notice that Landlord shall send to Tenant stating the approximate Substantial Completion Date.

"Condominium" means the condominium that Phipps may elect to create for ownership of the New Building in which the Replacement Premises is located.

"Condo Board" means the board of managers of the Condominium.

"Condominium Documents" means the declaration, by-laws and rules and regulations of the Condominium, as the same may be amended from time to time.

"Development Common Areas" means all areas and facilities within the New Building or the Development which are made available, from time to time, for the non-exclusive use, convenience and benefit of all tenants and occupants of the New Building or the Development, as applicable, their employees, agents and invitees other than the Retail Space Common Areas.

"Filings" means the timely filing of all necessary applications, certifications, permits and any other documents that are required to be made as required by ICAP or any other Program.

"ICAP" means the Industrial and Commercial Abatement Program of the City of New York.

"Land" means the land on which the New Building shall be situated.

"Landlord's Insurance" means commercial property and commercial general liability, insurance with respect to the Retail Space, including broad-form causes of loss property insurance, as well as all other insurance deemed necessary or appropriate by Landlord and/or, in the event of a Condominium Conversion, Condo Board from time to time, in such reasonable amounts as determined by Landlord and/or, in the event of a Condominium Conversion, Condo Board from time to time.

"Legal Requirements" means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including which now or at any time hereafter may be applicable to the New Building or any part thereof, or the facilities or equipment therein, or any use or condition of the Replacement Premises or any part thereof.

"Notice to Vacate" means a notice that Landlord has the right to deliver to Tenant requiring Tenant to vacate the Existing Premises and cease all operations therein.

"Parking Facilities" means the subterranean parking facilities in the New Building.

"Program" means any incentive program for governmental benefits in connection with the Development.

"Rent Commencement Date" means the earlier to occur of (i) four hundred twenty (420) days following the Substantial Completion Date, and (ii) the date that Tenant obtains a temporary certificate of occupancy for the Replacement Premises.

"Restricted Period" means the period commencing on the date of this Amendment and expiring on the second anniversary of the date that Tenant has a contractor commence construction of Tenant's Reopening Work.

"Retail Space Common Areas" means all areas and facilities within the Retail Space or Retail Unit and appurtenant Condominium common elements which are made available, from time to time, for the non-exclusive use, convenience and benefit of all tenants and occupants of the Retail Space or Retail Unit, their employees, agents and invitees.

"Substantial Completion Date" means the date that Phipps substantially completes construction of the Cold Dark Shell in the Replacement Premises.

"Tax Year" shall mean the fiscal year for which Real Estate Taxes are levied by the governmental authority.

"Tenant Allowance Request" means any Tenant request to Landlord for payment from the Allowance.

"Tenant's Reopening Work" means the work being performed by Tenant to complete the Replacement Premises, and install fixtures and equipment as necessary to open the Replacement Premises to the general public for the Permitted Use.

"Tenant's Tax Payment" means Tenant's Proportionate Share of the amount by which the Real Estate Taxes for a Tax Year exceeds the Real Estate Taxes for the Base Year.

"Vacate Date" means the date set forth in the Notice to Vacate by which Landlord requires Tenant to vacate the Existing Premises and cease all operations therein.

"Vacate Payment" means One Million Two Hundred Fifty Thousand Dollars ($1,250,000).

2. Tenant's Obligation to Vacate.

(a) Landlord has the right to deliver to Tenant a Notice to Vacate the Existing Premises, which Notice to Vacate shall be delivered to Tenant not less than sixty (60) days prior to the date asbestos abatement and/or demolition of the Existing Premises is expected to commence. The Notice to Vacate shall stipulate a Vacate Date upon which Tenant will cease all operations in the Existing Premises, vacate the Existing Premises, return all keys to the Existing Premises, and leave the Existing Premises in the condition required by Article XXII of the Original Lease. Upon vacating, the Existing Premises shall be free of inventory, including perishable goods, and trade fixtures. Any personal property that Tenant fails to remove shall be deemed abandoned by Tenant and Landlord may dispose of such property in any manner that it sees fit. The Vacate Date shall be no less than sixty (60) days after the date of the Notice to Vacate. Together with the Notice to Vacate, Landlord shall provide Tenant with reasonable assurance of availability of funds for the Vacate Payment. Such assurance may be in the form of a deposit of the Vacate Payment into an escrow account with an escrow agent, but Landlord reserves the right to provide alternative forms of assurance. The escrow agent may be a nationally known title insurance company or any subsidiary thereof. As an inducement for such cessation of operations, in the event that (i) Tenant vacates the Existing Premises by the Vacate Date, (ii) Tenant is not in monetary default under the Lease after expiration of applicable notice and cure periods, (iii) Landlord and Tenant each execute and deliver an estoppel certificate in the forms annexed as Exhibits C-1 and C-2 raising no defaults or disputes, and (iv) Landlord, Tenant and Phipps execute and deliver a Subordination and Recognition Agreement in the form annexed as Exhibit D, then upon vacating the Existing Premises by the Vacate Date Landlord shall pay Tenant the Vacate Payment, it being understood that Tenant shall be deemed to have satisfied clause (iv) hereof when Tenant executes such Subordination and Recognition Agreement regardless of whether Landlord and/or Phipps have likewise executed such agreements. Provided that the conditions in the prior sentence are satisfied, including that Tenant has vacated the Existing Premises by the Vacate Date, the Vacate Payment shall be made to Tenant on the Vacate Date by, at Landlord's election, certified check or wire transfer. If Tenant fails to vacate the Existing Premises on or before the Vacate Date, TIME BEING OF THE ESSENCE as of the Vacate Date, Tenant shall irrevocably forfeit its right to the Vacate Payment and,

in addition, such failure shall be an Event of Default under the Lease, and Landlord shall have the immediate right to pursue all rights and remedies available to it.

3. Closure Period. During the Closure Period, all rights and obligations of Tenant under the Lease shall cease. All of Tenant's obligations under the Lease relating to insurance, indemnification, construction, utility costs or which are otherwise applicable to Tenant's Reopening Work shall resume upon the Substantial Completion Date or such earlier date if Tenant is permitted to have access to the Replacement Premises for the purpose of performing Tenant's Reopening Work. All other Tenant obligations under the Lease, including Tenant's obligations to pay Minimum Rent, Additional Rent, CAM Costs, Tenant's Tax Payment and any other amounts shall resume on the Rent Commencement Date.

4. Cold Dark Shell.

(a) During the Closure Period, Landlord shall, at no cost to Tenant, cause Phipps to construct the Replacement Premises as a Cold Dark Shell. Landlord will consult with Tenant regarding the location of utility lines, the loading area, the corridor between the Replacement Premises and the garage elevator, ingress and egress and other layout elements, provided that Landlord shall have final authority to determine the location of all such elements. Not less than forty-five (45) days prior to the Substantial Completion Date, Landlord shall deliver to Tenant the Cold Dark Shell Notice. Notwithstanding the foregoing, Tenant shall be solely responsible for all costs, fees and expenses of its employees, contractors, consultants, and agents. The New Building (to the extent that the New Building provides services to the Replacement Premises) and the Replacement Premises shall be built in substantial accordance with the Site Plan attached as Exhibit "A" provided that the placement of the columns near the loading dock as shown on Exhibit "A" may require revision. The New Building shall have valet parking for the Retail Space and the Residential Space in the Parking Facilities that complies with Legal Requirements and the Retail Space, including the Replacement Premises, shall have a loading dock facility substantially as shown on the Site Plan. Tenant shall have priority over other tenants in the Retail Space for use of the loading dock between 6:00 AM and 2:00 PM on each day that Tenant is open for business. Except for such priority hours, Tenant shall share the loading dock on a "first come first served" basis with other tenants in the Retail Space. To the extent there is a material adverse change to the attached Site Plan, and Landlord fails to provide alternative accommodations which are reasonably acceptable to Tenant, the Minimum Rent hereunder shall be adjusted. Such adjustment shall be determined in the same manner as Minimum Rent during the Extension Term is determined pursuant to Sections 13(c) and (d) of this Amendment, provided that provisions in Sections 13(c) and (d) setting the Minimum Rent as the greater of ninety percent (90%) of fair market rental value and the Floor Amount shall not be applicable. Notwithstanding the foregoing, Tenant acknowledges that (i) the New Building may not have a temporary certificate of occupancy on the Substantial Completion Date, and (ii) the Parking Facilities and Loading Dock may not be substantially completed and available to customers on the Substantial Completion Date. Neither Landlord nor Phipps shall be subject to any claim or penalty as a result of such conditions.

(b) Tenant shall have the right to terminate the Lease on notice to Landlord in the event Landlord fails to deliver the Cold Dark Shell Notice within thirty-six (36) months from the Vacate Date. If Tenant exercises its termination right, this Lease and the term and estate hereby granted shall terminate as of the date that Landlord receives Tenant's notice of termination, with the same effect as if such date were the date specified in this Lease for the expiration of the Term, and neither party shall have any rights, estates, liabilities or obligations under this Lease for the period

accruing after such termination date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term.

5. Tenant and Tenant's Contractor and Tradesmen's Access During Construction. After the Substantial Completion Date, Landlord shall grant access to the Replacement Premises, upon reasonable prior written request from Tenant, at reasonable business hours for the purpose of performing Tenant's Reopening Work provided that: (i) any of Phipps or Phipps' general contractor or Phipps' construction manager confirms that access at such requested time would not interfere with or delay construction of the New Building or any other portion of the Development and Tenant adheres to construction related requirements set forth in writing by Phipps' construction manager, (ii) Tenant agrees to indemnify and hold harmless Landlord, Phipps, Phipps' general contractor or construction manager and, in the event of a Condominium Conversion, the Condominium and the Condo Board and any of such parties' mortgagees against any and all losses or damages caused by or relating to access to the Replacement Premises by Tenant, Tenant's contractor or Tenant's tradesmen, and (iii) Tenant delivers to Landlord, Phipps, Phipps' general contractor or construction manager and, in the event of a Condominium Conversion, the Condo Board, and any of such parties' mortgagees, evidence of insurance on behalf of Tenant, Tenant's contractor and Tenant's tradesmen which is satisfactory to Landlord, Phipps and, in the event of a Condominium Conversion, the Condo Board, and any of such parties' mortgagees, in their reasonable discretion.

6. Tenant's Reopening Work. Tenant shall perform Tenant's Reopening Work in accordance with Sections 15.03 and 15.06 of the Original Lease. Tenant shall coordinate and cooperate with Phipps' general contractor or construction manager in order to complete Tenant's Reopening Work expeditiously and with minimal interference with construction of the Development.

7. Allowance.

(a) Landlord shall provide the Allowance to Tenant to be used towards the actual construction costs, and Tenant's "soft costs" incurred by Tenant to perform Tenant's Reopening Work, such as costs relating to its design, engineering, architectural plans and specifications, and permitting. The Allowance may not be used for costs such as moving expenses, inventory, or marketing expenses.

(b) During the Closure Period, provided that Tenant is not then in default beyond applicable notice and cure periods under the terms of this Lease, Landlord agrees to pay any Requested Sum (as defined herein) to Tenant, not to exceed, in the aggregate, the Closure Period Allowance Cap, within three (3) days following the date on which Landlord receives a Tenant Allowance Request (as defined herein) for services rendered in connection with Tenant's Reopening Work. In no event shall Tenant make a Tenant Allowance Request more than twice in any calendar month.

(c) Following the Substantial Completion Date, provided that Tenant is not then in default beyond applicable notice and cure periods under the terms of this Lease, Landlord agrees to pay any Requested Sum to Tenant, not to exceed the amount of Allowance not already paid to Tenant during the Closure Period. Landlord shall pay the Requested Sum to Tenant within three (3) days following the date on which Landlord receives a complete Tenant Allowance Request (the "Tenant Allowance Request") and Tenant has given Landlord an opportunity, which may be exercised in Landlord's sole discretion, to inspect the Tenant's Reopening Work that is the subject of the Tenant Allowance Request. Landlord shall make a representative available to conduct an inspection on not less than two (2) Business Days'

notice from Tenant. Tenant shall not submit such a request for a Requested Sum more than twice in any calendar month. A Tenant Allowance Request shall include the following information: (i) a written request from Tenant requesting any sum of money from the Allowance (but in no event, in the aggregate, exceeding (x) the Closure Period Allowance Cap during the Closure Period or (y) the remaining amount of Allowance following the Substantial Completion Date) (the "Requested Sum"), provided that Tenant shall submit such a request for a Requested Sum no more than twice per month, (ii) invoices marked "paid " from specific contractors or suppliers/materialmen/vendors for specific work completed, or supplies/materials/equipment furnished in connection with Tenant's Reopening Work, in the aggregate amount equal to the Requested Sum, (iii) partial waivers of mechanics liens from said contractors or suppliers/materialmen for the work performed conditioned upon receipt of payment, or supplies/materials furnished by such contractors or suppliers/materialmen relating to such invoices, and (iv) Tenant executes and delivers an estoppel certificate in the form annexed as Exhibit C-2 that raises no defaults or disputes. In the event that Landlord raises any questions or objections concerning the Requested Sum or the completed portion of Tenant's Reopening Work that Landlord believes in good faith violate the provisions of this Lease, such questions or objections shall be reasonably addressed by Tenant before payment of the Requested Sum.

(d) In the event that the aggregate of all Requested Sums is less than the Allowance, then Landlord shall pay to Tenant the remaining balance of the Allowance upon satisfaction of the following conditions:

(i) The Replacement Premises have been completed according to all applicable law, the plans and specifications approved by Landlord, and this Lease;

(ii) Tenant shall not be in default beyond applicable notice and cure periods under any terms, covenants or conditions of this Lease on Tenant's part to be observed or performed;

(iii) Tenant has furnished Landlord with (1) if a general contractor was retained, an affidavit and lien waiver that complies with the mechanic's lien law of the State of New York, showing that the general contractor has been paid for all work, material and labor furnished for said Replacement Premises; (2) a copy of the Certificate of Occupancy for the Replacement Premises (which may be a temporary Certificate of Occupancy provided that Tenant shall use reasonable diligence to thereafter obtain the permanent Certificate of Occupancy and maintain the temporary Certificate of Occupancy in full force and effect pending receipt of the permanent Certificate of Occupancy); and (3) a copy all properly filed applications and permits for the Replacement Premises and all sign-offs and approvals from all applicable governmental authorities; and

(iv) Tenant executes and delivers an estoppel certificate in the form annexed as Exhibit C-2 that raises no defaults or disputes. At the request of Tenant, Landlord shall execute and deliver an estoppel certificate in the form annexed as Exhibit C-1 that raises no defaults or disputes.

8. Contingencies. Notwithstanding any provision to the contrary set forth in this Amendment, in the event (i) Landlord and Phipps fail to reach agreement on the rights and obligations of each party with respect to the Development on terms acceptable to Landlord and Phipps in their sole discretion including an agreement by Phipps to pay Landlord for a portion of the Vacate Payment and Allowance due to Tenant hereunder by June 30, 2019 or such earlier date when Landlord and Phipps agree in writing that they are unable to reach agreement, (ii) Landlord and Phipps fail to execute the Ground Lease and related documents no later than June 30, 2019 or such earlier date when Landlord and Phipps agree in writing that they are unable to reach agreement on the terms of the Ground Lease and related documents, or (iii) the City of New York initiates the process to condemn the Existing Premises, then provided the Landlord has not delivered a Notice to Vacate to Tenant, Landlord may terminate this Amendment by written notice to Tenant. In the event of such termination, the Original Lease as amended by the First Amendment and the Second Amendment shall remain in full force and effect and this Amendment shall be void ab initio and of no further force or effect. Once the Notice to Vacate has been delivered to Tenant, the Landlord shall be bound by all the obligations to perform under this Amendment and shall forfeit any right to terminate this Amendment for any reason, provided that Landlord retains rights to terminate the Original Lease as amended by this Amendment, for example, after a default by Tenant that is not cured within the applicable cure period.

9. Shopping Center. Effective as of the date of the Notice to Vacate, Section 1.01(a) of the Lease, containing the definition of "Shopping Center," shall be deleted in its entirety. Except as provided in this Amendment, any references to "Shopping Center" in the Lease shall refer to the Development.

10. Premises. Effective as of the date of the Notice to Vacate, Section 1.01(b) of the Original Lease, containing the definition of "Premises," shall be deleted in its entirety. Any references to "Premises" in the Lease shall refer to the Replacement Premises.

11. Permitted Use. Effective as of the date of the Notice to Vacate, the definition of "Permitted Use" set forth in Section 1.01(d) of the Original Lease shall be deleted in its entirety and replaced with the following:

> "'Permitted Use': For the operation of a food supermarket which Tenant opens for business in the Premises, provided however that at least eighty percent (80%) of the selling area must be devoted to the sale of foodstuffs. Subject to the above restriction, Tenant may sell household items, and health and beauty items. Tenant shall not operate a pharmacy selling prescription drugs in the Premises. Notwithstanding any subsequent change in law, Tenant may sell beer and wine products to the extent permitted by the Alcoholic Beverage Control Law as of the date of this Amendment but no other alcoholic beverages. Tenant shall not sell food or beverages for consumption in the Premises. Except as provided in this definition, the Premises may not be used for any other purposes whatsoever.
>
> Notwithstanding anything contained herein to the contrary, Tenant may license portions of the Replacement Premises during the Term to third (3rd) party licensees who are not

Affiliates of Tenant (each such licensee an "3rd Party Licensee"), without Landlord consent provided that (1) no demising walls are erected in the Replacement Premises separating the space used by the 3rd Party Licensee from the remainder of the Replacement Premises and the use of the Replacement Premises by such 3rd Party Licensee appears to be fluid and consistent with the rest of the Permitted Use, (2) the 3rd Party Licensee uses the Replacement Premises in conformity with all applicable provisions of this Lease, including solely for Permitted Uses, and Legal Requirements, (3) the use of any portion of the Premises by any 3rd Party Licensee shall not create any right, title or interest of the 3rd Party Licensee in or to the Replacement Premises, (4) no separate entrance to the Replacement Premises shall be constructed to access the 3rd Party Licensee space, (5) the portion of the Replacement used by all 3rd Party Licensees shall not exceed, in the aggregate, twenty percent (20%) of the rentable area of the Replacement Premises, (6) the 3rd Party Licensee does not violate the provisions of Section 26.22 of the 2011 Lease entitled "Patriot Act Compliance," (7) Landlord receives thirty (30) days' prior written notice of the agreement with the 3rd Party Licensee and a complete copy of the agreement between Tenant and the 3rd Party Licensee, and (8) the 3rd Party Licensee does not materially increase the utility usage or CAM Costs. All rights of 3rd Party Licensees to occupy any portion of the Replacement Premises shall cease upon expiration or sooner termination of this Lease and shall be subject and subordinate to this Lease."

12. Term. Effective as of the date of the Notice to Vacate, Section 1.01(f) of the Original Lease, containing the definition of "Term," shall be deleted in its entirety and replaced with the following:

> "'Term': The period commencing on the Commencement Date and, unless the Lease Term is extended pursuant to the terms of Section 21 of this Amendment, expiring at 5:00 p.m. on the last day of the twentieth (20th) Lease Year following the Rent Commencement Date. If the Lease Term is so extended, "Term" shall be deemed to expire on the last day of the thirtieth (30th) Lease Year following the Rent Commencement Date."

13. Minimum Rent.

(a) Notwithstanding the definition of "Minimum Rent" in the Lease, commencing on the Rent Commencement Date, Minimum Rent shall be an amount equal to the Minimum Rent payable as of the Vacate Date. For the avoidance of doubt, if the Vacate Date shall occur before April 1, 2019, then the Minimum Rent on the Rent Commencement Date shall equal $621,792.56, and, if the Vacate Date shall on or after April 1, 2019, then the Minimum Rent on the Rent Commencement Date shall equal $634,228.41. Commencing upon the expiration of the third (3rd) Lease Year following the Rent Commencement Date and every third (3rd) Lease Year thereafter, the Minimum Rent shall increase by 6%. For example, if the Minimum Rent payable on the Vacate Date is $621,792.56 per Lease Year, then the Minimum Rent shall increase to $659,100.11 per Lease Year in the fourth Lease Year. On or after the Rent Commencement Date, at the request of Landlord, Tenant and Landlord shall execute, in a form reasonably satisfactory to Landlord and Tenant, a letter or other agreement confirming the Commencement Date, the Rent Commencement Date, the Expiration Date and the Minimum Rent.

(b) During the Extension Term, Minimum Rent shall initially be equal to the higher of (i) ninety percent (90%) of the fair market rental value of the Replacement Premises, as determined

in accordance with Section 13(c) hereof, and (ii) the Minimum Rent attributable to the immediately preceding Lease Year (the "Floor Amount"). Thereafter, Minimum Rent will increase in the same fashion as during the Term with an increase of 6% every third (3rd) Lease Year during the Extension Term.

(c) Fair market rental value for the purposes of this Section 13 shall be determined as follows: at least eleven (11) months prior to the commencement of the Extension Term as to which Tenant's option was effectively exercised, Landlord shall notify Tenant of Landlord's estimate of the fair market rental value of the Premises for such Extension Term, which notice shall state that if Tenant accepts or fails to dispute Landlord's notice, the annual Minimum Rent for such Extension Term will be the greater of ninety percent (90%) of such estimate or the Floor Amount. Within fifteen (15) days after such notice is given, Tenant shall notify Landlord whether Tenant accepts or rejects Landlord's notice. If Tenant accepts such notice or if Tenant fails to reject such notice within such 15-day period, then the Minimum Rent for the Extension Term shall be the greater of ninety percent (90%) of the fair market rental value set forth in Landlord's notice or the Floor Amount. If Tenant rejects Landlord's notice within such 15-day period, then Tenant shall, together with its notice of rejection, notify Landlord of Tenant's estimate of the fair market rental value of the Replacement Premises for such Extension Term. If Landlord and Tenant do not agree on such fair market rental value within fifteen (15) days after Tenant's notice of rejection is given, then the disputed rent shall be determined by arbitration pursuant to paragraph (d) of this Section 13. If the disputed Minimum Rent for the Extension Term shall not have been determined at the time of the commencement of the Extension Term, then pending such determination Tenant shall pay Minimum Rent in accordance with the greater of ninety percent (90%) of Landlord's estimate or the Floor Amount, without prejudice to Tenant's or Landlord's position. Within ten (10) days after notice of the determination of the disputed Minimum Rent for such Extension Term, Tenant shall pay to Landlord any underpayment of such Minimum Rent by Tenant since the commencement of such Extension Term, if any, and Landlord shall credit Tenant with any overpayment of Minimum Rent by Tenant since the commencement of such Extension Term, The fair market rental value for the Replacement Premises ("Market Rate") shall be determined on the basis of terms, covenants and conditions of this Lease applicable to the Extension Term. Market Rate shall mean the base rental rate and escalation that would be agreed to by a landlord and a comparable tenant at a comparable building in the neighborhood of Far Rockaway, Queens, each of whom is willing, but neither of whom is compelled, to enter into a lease transaction. Market Rate shall be projected to the commencement date of the applicable term, and shall not take into account any existing tenant improvements or any special uses or rights afforded to Tenant under this Lease. Neither the parties nor the arbitrator shall reduce Market Rate by reason of any costs or expenses (including brokerage commissions or lost rental income during any vacancy period) saved by Landlord by reason of Landlord's not having to find a new tenant for such space.

(d) If the parties shall be unable to agree on Market Rate for the Extension Term within fifteen (15) days after Tenant's rejection of Landlord's estimate, the parties shall jointly appoint a disinterested person to serve as arbitrator. If within thirty (30) days after Tenant's rejection of Landlord's estimate the parties have not jointly appointed such arbitrator then Landlord and Tenant shall each appoint an independent real estate arbitrator with an MAI designation and with at least ten (10) years' commercial real estate appraisal experience in the Queens market. The two appraisers shall, within ten (10) days after their designation, select an independent third arbitrator with like qualifications. Within twenty (20) Business Days after the selection of the third arbitrator, a majority of the arbitrators shall determine the Market Rate. If a majority of the arbitrators is unable to agree upon the Market Rate by such time, then the two (2) closest appraisals shall be averaged and the

average will be the Market Rate. Tenant and Landlord shall each bear the entire cost of the arbitrator selected by it and shall share equally the cost of the third arbitrator.

(e) Additional Rent. Effective as of the date of the Notice to Vacate, the definition of "Additional Rent" in Section 1.01(i) of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Additional Rent": In addition to the Minimum Rent, all sums of money required to be paid by Tenant to Landlord pursuant to this Lease, including without limitation, Actual CAM, and Tenant's Tax Payment."

14. Tenant's Proportionate Share. Effective as of the date of the Notice to Vacate, the definition of "Tenant's Proportionate Share" in Section 1.01(j) of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Tenant's Proportionate Share": With respect to Real Estate Taxes and Actual CAM relating solely to the Retail Space located in the New Building, Tenant's Proportionate Share shall be equal to the percentage obtained by multiplying 100% by a fraction, the numerator being the actual Rentable Square Feet in the Replacement Premises, and the denominator being the total number of actual Rentable Square Feet in the Retail Space in the New Building from time to time. With respect to Real Estate Taxes and Actual CAM relating solely to the Development, Tenant's Proportionate Share shall be equal to the percentage obtained by multiplying 100% by a fraction, the numerator being the actual Rentable Square Feet in the Replacement Premises and the denominator being the total number of actual Rentable Square Feet in all Retail Space that is initially owned by Landlord and is then located in the Development from time to time."

15. Rent Escalation Date. Effective as of the date of the Notice to Vacate, the definition of "Rent Escalation Date" set forth in Section 1.01(p) of the Original Lease shall be deleted in its entirety.

16. Tenant's Notice Address. The definition of "Tenant's Notice Address" set forth in Section 1.01(s) of the Original Lease is hereby deleted in its entirety and replaced with the following:

> "'Tenant's Notice Address":
>
> Urban Fresh Corp.
> 155 Sussex Drive
> Manhasset, NY 11030
>
> With a copy to:
>
> Coran Ober P.C.
> 25-02 Francis Lewis Blvd.
> Flushing, NY 11358-1100
> Attention: Alexis Soterakis, Esq."

17. Landlord's Notice Address. The definition of "Landlord's Notice Address" set forth in Section 1.01(u) of the Original Lease is hereby deleted in its entirety and replaced with the following:

> "Landlord's Notice Address"

Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

With a copy to:

Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attention: Martin P. Miner, Esq. "

18. Landlord's Address for Payment of Rent. The definition of "Landlord's Address for Payment of Rent" set forth in Section 1.01(v) of the Original Lease is hereby deleted in its entirety and replaced with the following:

"Landlord's Address for Payment of Rent":

Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423"

19. Assignment.

(a) After receipt of the Notice to Vacate, the Tenant may, without Landlord's consent, but with not less than ten (10) days' prior written notice to Landlord (including a copy of the assignment and assumption of the Lease pursuant to which assignee is fully liable hereunder), assign this Lease to a different entity, so long as such entity has the financial ability to assume the obligations of Tenant under this Lease and the business conducted in the Premises, in Landlord's reasonable judgment, and provided such assignee is, directly or indirectly, wholly owned and controlled by Colin K. Xie and Young S. Chung at all times during the Term. After receipt of the Notice to Vacate, the Tenant may, with Landlord's prior written consent, which shall not be unreasonably withheld or delayed, assign this Lease to a different entity, so long as such entity has the financial ability to assume the obligations of Tenant under this Lease and the business conducted in the Premises, in Landlord's reasonable judgment, and provided such assignee is controlled by Colin K. Xie and Young S. Chung and Colin K. Xie and Young S. Chung retain not less than 51% of the direct or indirect ownership interests in Tenant at all times during the Term.

(b) If Tenant proposes to assign this Lease as collateral security without such assignment being deemed a default hereunder, Landlord's consent shall be required for such assignment. Landlord agrees that it will not unreasonably withhold its consent to such assignment, provided that such assignment meets the following conditions: (i) the proposed assignee has been engaged in providing financing to and the sale of food products to retail supermarket or food market stores on a regular basis for at least the preceding five (5) years and has a certified net worth in excess of Fifteen Million Dollars ($15,000,000) ("Qualified Wholesaler"); (ii) a copy of all documentation relating to the proposed collateral assignment and underlying loan or advance is furnished to Landlord at least ten (10) days prior to the proposed execution thereof, and assignor and assignee have certified that the documents provided are the sole documents relating to the Lease and the Premises; (iii) during the Restricted Period, the assignment is only to secure an extension of credit or advance of funds for the purchase of inventory for the Premises, and for no other purpose; (iv) the assignment is not in

recordable form; (v) the assignment provides that it is fully subordinate to all of the terms, covenants and conditions of this Lease and any superior lease or mortgage; (vi) the assignment does not purport to afford the assignee any greater rights than Tenant has under the Lease; (vii) the assignee agrees in the assignment, for the benefit of Landlord, to give a copy of any notice of default to Landlord or its designee simultaneously with the giving of such notice to assignor/Tenant; (viii) the assignment does not, and is not intended to, directly or indirectly act as a means of avoiding the limitation on transfer, sublease and/or assignment elsewhere in this Lease; (ix) the assignee shall covenant in the assignment, for the benefit of Landlord, that, upon such assignment, the assignee shall assume and be responsible for performing all of the terms, covenants and conditions of the Lease and curing any defaults thereunder, and immediately shall wire funds to Landlord to cure monetary defaults and shall commence to cure all other defaults under the Lease; (x) the assignee shall covenant in the assignment, for the benefit of Landlord, that no further assignment of the Lease or collateral assignment of the Lease shall be permitted without Landlord's consent, which consent shall be granted or denied in accordance with the terms of Article XIX of the Original Lease as amended by this Amendment; (xi) the collateral assignment agreement shall state that in the event of a default under the collateral assignment documents, Landlord shall have the opportunity, but not the obligation, to acquire the underlying loan documents and assignment for the amounts owed thereunder; (xii) the form of assignment is reasonably acceptable to Landlord, and (xiii) Landlord shall have the right, but not the obligation to enforce the assignment with respect to the above requirements.

(c) Effective as of the date of the Notice to Vacate, Section 19.02 of the Original Lease shall be deleted in its entirety and replaced with the following:

"19.02 Permitted Transfers.

(a) After the Restricted Period, Tenant shall be permitted to Transfer the Premises by either assignment or sublease to a similarly qualified food supermarket operator (a "Permitted Transferee") or to a Qualified Wholesaler, for the Permitted Use, subject to the procedure set forth in this Section 19.02 (a "Permitted Transfer").

(b) In order for Tenant to obtain Landlord's consent, which consent shall not be unreasonably withheld conditioned or delayed, to a Permitted Transfer, Tenant must notify Landlord, which notice shall include: (i) a reference to the Development, the Premises and this Lease; (ii) the name and address of the proposed transferee and a detailed description of the business operation proposed to be conducted in the Premises; (iii) the proposed effective (which shall not be less than sixty (60) days nor more than one hundred twenty (120) days after Tenant's notice) (iv) the terms of the proposed Transfer, a copy of all documentation pertaining thereto, and a detailed description of any alterations to the Premises required in connection with the Transfer; (v) current financial statements of the proposed Transferee, certified by an officer, partner or owner thereof, or if unavailable, then current financial statements of such proposed Transferee's majority equity owner, certified by an officer, partner or owner thereof; (vi) names, addresses, periods of ownership and operation, and reasonable description of all other business owned and operated by the proposed Transferee then or within the three (3) previous years; and (vii) any other information reasonably requested by Landlord to enable Landlord to determine whether the proposed Transferee is a qualified food supermarket operator, with the business experience, financial responsibility, character and reputation acceptable to Landlord in its reasonable discretion. Failure of Landlord to provide written consent to any Transfer shall not be deemed consent.

(c) If Landlord consents to a Permitted Transfer: (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, including without limitation, the Permitted Use of the Premises hereunder; (ii) Tenant shall remain fully liable for all obligations under this Lease: (iii) such consent shall not be deemed consent to any future Transfer or sublease by either Tenant or the Permitted Transferee and (iv) Tenant shall deliver to Landlord promptly after execution an original executed copy of all documentation pertaining to the Permitted Transfer in a form reasonably acceptable to Landlord. If Tenant shall be in Default hereunder, Landlord is hereby irrevocably authorized to direct any Permitted Transferee to make all payments under or in connection with the Permitted Transfer directly to Landlord. Any and all costs and expenses of Landlord which Landlord may incur in connection with Tenant's request for consent to a Permitted Transfer, including reasonable attorneys' fees and accounting fees, shall be the sole cost of Tenant and payable to Landlord concurrently with the Permitted Transfer, or, if a Transfer or sublease is not consented to by Landlord for any reason within thirty (30) days of Landlord's notice of such determination to Tenant."

(d) Effective as of the date of the Notice to Vacate, Section 19.05 of the Original Lease shall be deleted in its entirety and replaced with the following:

"19.05 Guaranty. Landlord's consent to a Permitted Transfer hereunder shall be subject to the condition that such Permitted Transferee must deliver a limited guaranty from its majority equity owner or other principal-in-control, in substantially the form set forth in Exhibit E attached hereto, subject to Landlord's reasonable satisfaction; and upon Landlord's receipt of an original executed copy of such limited guaranty (and all other required documentation in connection with the Permitted Transfer), so long as there is no event of default of Tenant which as occurred and is continuing, Landlord shall execute a termination and release of the "good-guy" guaranty that is then in effect."

20. Term. Effective as of the date of the Notice to Vacate, Section 2.02 of the Original Lease shall be deleted in its entirety and replaced with the following:

"The Term of this Lease shall be for the period set forth in Section 1.01(f). Subject to Section 3 of this Amendment, all of the terms and provisions of this Lease shall apply to the Tenant at all times during the Term, including Tenant's obligation to pay Minimum Rent and Additional Rent, other than during the Closure Period."

21. Extension Term.

(a) Tenant shall have one option to extend the original Term of this Lease (such extension being hereinafter referred to as the "Extension Term"). The Extension Term shall be for a period of ten (10) years, commencing on the day following the expiration of the original Term. The option for the Extension Term may be exercised by Tenant giving notice to that effect to Landlord prior to the date which is twelve (12) months prior to the expiration of the original Term of this Lease. TIME SHALL BE OF THE ESSENCE for Tenant to exercise its option for the Extension Term by the date which is eleven (11) months prior to the expiration of the original Term of this Lease. Unless the context shall otherwise require, the Extension Term shall be upon the same terms, covenants and conditions of this Lease as shall be in effect immediately prior to such extension, except that the Minimum Rent for the Extension Term shall be determined as provided in Section 13(b) of this Amendment. The extension option contained in this Section 21 shall not apply if an Event of Default, or an event which, with the giving of notice or the passage of time, would constitute an Event of

Default, shall have occurred and remain uncured at the time of either (i) Tenant's exercise of the extension option or (ii) the beginning of the Extension Term.

(b) If Tenant shall fail to timely exercise the extension option hereunder, such extension option shall lapse and Tenant shall have no further right to exercise the same or to otherwise extend the Term.

22. Lease Year. Effective as of the date of the Notice to Vacate, Section 6.01(b) of the Original Lease shall be amended to add the following sentence:

> "Notwithstanding the foregoing, from and after the Rent Commencement Date, the Lease Year will begin on the first day of the month immediately following the month in which the Rent Commencement Date occurs and each Lease Year thereafter will commence on the first day following the end of the preceding Lease Year."

23. Minimum Rent. Effective as of the date of the Notice to Vacate, Section 6.02 of the Original Lease shall be deleted in its entirety and replaced with the following:

> "If the Rent Commencement Date occurs on a day other than the first day of a calendar month, the Minimum Rent for such initial fractional month shall be due and payable with the Minimum Rent for the following month. The proration of Minimum Rent for such fractional month, and any other prorations of payments due under any provision of this Lease, shall be based on the actual number of days in each calendar month. Commencing on the first (1st) day of the second full calendar month following the Rent Commencement Date and continuing in advance on the first (1st) day of each calendar month during the Term of this Lease, Tenant shall pay to Landlord the Minimum Rent, at Landlord's Address for Payment of Rent or any other place designated by Landlord from time to time and at any time, which shall be the amount specified as Minimum Rent in Article I of the Original Lease, to Landlord in lawful money of the United States, without any prior notice or demand and without any offset, deduction or counterclaim whatsoever. Landlord, at its sole election and with notice to Tenant, may require Tenant to pay all Rents by means of wire transfer of immediately available Federal funds."

24. CAM Costs.

(a) Effective as of the date of the Notice to Vacate, Section 6.03 of the Original Lease shall be deleted in its entirety and replaced with the following:

> "6.03 CAM Costs; CAM.
>
> (a) Definition of CAM Costs. As used in this Lease, the term "Common Area Maintenance Costs" or "CAM Costs" means the total of all costs and expenses related to owning, maintaining, managing, operating, repairing, replacing, insuring, enhancing and protecting (i) the Development Common Areas and the Retail Space Common Areas, or (ii) otherwise incurred by Landlord, directly or indirectly, in performance of its obligations hereunder or, in the event of a Condominium Conversion, by Landlord, the Condominium or the Condo Board under the Lease, or the Condominium Documents (including, but not limiting the foregoing, any payments which such parties may make or incur in the provision of utility services, common areas or stormwater management

services or other services to the New Building, Development or Condominium, and costs incurred in maintaining or operating the Development Common Areas and Retail Space Common Areas in compliance with all applicable laws).

Without limiting the generality of the foregoing, the following items shall be deemed included in the CAM Costs: (i) the total costs and expenses incurred by Landlord, either directly or indirectly to reimburse Phipps or the Condominium, in connection with maintenance, repair and energy costs associated with maintaining or operating the Development Common Area and Retail Space Common Area air conditioning, electricity, steam, heating, mechanical, ventilating, escalator and elevator systems and all other utilities and the cost of supplies and equipment and maintenance and service contracts in connection therewith, cleaning of the Development Common Areas and Retail Space Common Areas including without limitation, resurfacing, repainting and restriping, cleaning, sweeping, trash removal and janitorial services, replanting and re-landscaping, maintenance, repair and replacement of directories, signage, directional signs, markers, traffic controls and curbing, and maintenance, repair and cleaning of restrooms, architectural features, water features, and sculptural elements, (ii) wages, salaries and other labor costs, including taxes, insurance, retirement, medical and all other employee benefits of all applicable workmen and personnel, (iii) fees, charges and other costs, including property management fees, asset management fees, consulting fees, legal fees and accounting fees, of all independent contractors engaged by Landlord, Phipps or the Condominium or reasonably charged by Landlord, Phipps or the Condominium with respect to the Retail Space or Retail Unit (excluding leasing costs), Development Common Areas and Retail Space Common Areas, (iv) all permits, licenses and certificates necessary to operate and manage the Retail Space, Development Common Areas and Retail Space Common Areas, and costs of complying with other legal requirements, (v) fees, dues and other costs in connection with Landlord's marketing efforts through any civic associations or organizations attributable to all tenants in the Retail Space or Retail Unit, (vi) advertising and promotional costs for the Retail Space or Retail Unit attributable to all tenants in the Retail Space or Retail Unit, (vii) the costs of any capital improvements made to the Retail Space, Retail Unit, Development Common Areas or Retail Space Common Areas primarily to reduce the costs of operation of the Retail Space or Retail Unit or to effect other economies in the operation or maintenance of the Retail Space, Retail Unit, Development Common Areas or Retail Space Common Areas (provided such permitted capital expenditures (together with finance charges) shall be amortized for purposes of this Lease over the useful life of the item), (viii) Real Estate Taxes (as hereinafter defined), and (ix) Landlord's Insurance. CAM Costs shall not include Overnight Security Costs or Special Costs (as defined in Section 11.01 of the Lease). In the event of a Condominium Conversion, the following additional items shall be deemed included in the CAM Costs: (i) the common charges imposed and other amounts assessed under the Condominium Documents (including, but not limited to, assessments for capital improvements), and (ii) all permits, licenses and certificates necessary to operate and manage the Condominium."

(b) Actual CAM. Beginning on the Rent Commencement Date and continuing throughout the remainder of the Term of this Lease, subject to the provisions of Section 6.03(c), Tenant shall be required to pay to Landlord Tenant's Proportionate Share of CAM Costs ("Actual CAM"), which shall be payable within thirty (30) days of an invoice for the same. Landlord agrees to provide, upon request, backup documentation to Tenant demonstrating that the CAM Costs do not include a

profit component for Landlord. References in the Lease to "Fixed CAM" are deleted as of the Rent Commencement Date.

(c) Monthly Installments. Tenant agrees to pay, as Additional Rent for each Tax Year, Actual CAM. Actual CAM shall be paid by Tenant to Landlord in equal monthly installments on the first day of each calendar month of the Term in an amount equal to one twelfth (1/12th) of Actual CAM as estimated by Landlord for each calendar year. Tenant shall receive not less than thirty (30) days' prior notice of any change in the amount of estimated Actual CAM due hereunder before such changed amount is payable. The amount due for any partial month or Lease Year shall be prorated accordingly based on the actual number of days in such month.

(d) Annual Statement. Within one hundred eighty (180) days after the end of each calendar year, Landlord shall furnish Tenant with an Annual Statement in reasonable detail showing the CAM Costs paid by Landlord directly or indirectly during such calendar year. If the Actual CAM exceeds the aggregate of Tenant's monthly payments for the applicable calendar year, Tenant shall pay to Landlord any deficiency due Landlord within thirty (30) days after receipt of said Annual Statement by Tenant. If Tenant's aggregate monthly payments exceed the Actual CAM, then provided Tenant is not then in default of its obligations hereunder, any surplus paid by Tenant shall be credited against the next ensuing monthly installment(s) of Minimum Rent; provided, however, if any such excess remains at the end of the Term, such excess shall be refunded to Tenant within thirty (30) days following the expiration of the Term. The obligations of Landlord and Tenant to make the foregoing adjustment shall survive the expiration or earlier termination of this Lease. If Landlord receives a credit or decrease in CAM Costs, and Tenant previously paid Actual CAM with respect to the excess payment, Landlord shall credit the excess payment against the next ensuing installment of Minimum Rent, or if the credit arises during the last calendar year during the Term or after the expiration of the Term, then Landlord shall pay the excess to Tenant within thirty (30) days after receipt.

(e) Audit. Each Annual Statement shall be conclusive and binding upon Tenant unless within one hundred twenty (120) days after the receipt of such Annual Statement, Tenant shall notify Landlord that it disputes the correctness thereof, specifying the particular respects in which the Annual Statement is claimed to be incorrect. Pending the determination of such dispute, Tenant shall pay the Actual CAM, as Additional Rent. If the dispute shall be determined in Tenant's favor, then provided Tenant is not then in default of its obligations hereunder, such overpayment of Actual CAM resulting from compliance with the Annual Statement shall be credited against the next ensuring monthly installments of Minimum Rent; provided, however, if any such overpayment remains at the end of the Term, such overpayment shall be refunded to Tenant within thirty (30) days following the expiration of the Term. Upon twenty (20) days prior written notice from Tenant (which notice shall be given within the aforesaid one hundred twenty (120) day period), Landlord agrees to permit accountants from Tenant's regularly engaged independent certified public accounting firm (and no other persons) reasonable access (for a period of ten (10) Business Days following the initial appointment date) to review Landlord's books and records applicable to the Retail Space for the prior year in question for the purpose of verifying CAM Costs. Tenant, on behalf of itself and such permittees agrees to keep any and all information obtained thereby strictly confidential (except pursuant to a subpoena or other judicial process). Tenant may not employ its accounting firm to review Landlord's books and records on a contingency fee basis. To the extent Tenant's audit reveals an overpayment to Landlord in excess of 6% for any calendar year, Landlord shall reimburse Tenant for the cost of its audit up to a maximum amount of $7,500.

25. Common Areas. Effective as of the date of the Notice to Vacate, Sections 7.01, 7.02 and 7.03 of the Original Lease shall be deleted in their entirety and replaced with the following:

" 7.01 General.

(a) The Retail Space Common Areas shall at all times be subject to the exclusive control and management of Landlord and, in the event of a Condominium Conversion, the Condo Board, which shall include the right to establish modify, and enforce reasonable rules and regulations with respect to all Retail Space Common Areas. During the Term, Landlord and Phipps or, in the event of a Condominium Conversion, the Condo Board, shall operate, maintain, repair and replace or cause to be operated, maintained, repaired and replaced, all or a portion of the Retail Space Common Areas, all in such manner as Landlord, Phipps or, in the event of a Condominium Conversion, the Condo Board, deems appropriate and, in the event of a Condominium Conversion, in accordance with the Condominium Documents.

(b) The Development Common Areas shall at all times be subject to the exclusive control and management of Phipps or, in the event of a Condominium Conversion, the Condo Board or an association formed by the Condominiums in the Development, which shall include the right to establish modify, and enforce reasonable rules and regulations with respect to all Development Common Areas. During the Term, Phipps or, in the event of a Condominium Conversion, the Condo Board or such association, shall operate, maintain, repair and replace or cause to be operated, maintained, repaired and replaced, all or a portion of the Development Common Areas, all in such manner as Phipps or, in the event of a Condominium Conversion, the Condo Board or such association, deems appropriate and, in the event of a Condominium Conversion, in accordance with the Condominium Documents. To the extent that Landlord's obligations under this Lease are being performed by Phipps under the Ground Lease or, in the event of a Condominium Conversion, the Condo Board or such association, Tenant shall give notice to Landlord of any failure by Phipps, the Condo Board or such association to perform such obligations and Landlord shall use reasonable efforts to have Phipps, the Condo Board or such association perform such obligations.

7.02 Tenant's Right to Use Common Areas. Except as otherwise specifically provided in this Lease, Tenant and its employees and invitees are authorized to use the Development Common Areas and Retail Space Common Areas in common with others entitled to use the same. Subject to the terms and conditions of this Lease, the Ground Lease and the Condominium Documents, in the event of a Condominium Conversion, Landlord, Phipps and the Condo Board reserve the right and power to eject or cause the ejection from the Retail Space Common Areas and the Development Common Areas, as applicable, any person or persons not authorized to use the same or who are not using the same in accordance with this Lease the rules or regulations applicable to such Common Areas, the Ground Lease and, in the event of a Condominium Conversion, the Condominium Documents. Except as provided in this Amendment, nothing contained herein shall in any manner limit Landlord's, Phipps' and, in the event of a Condominium Conversion, Condo Board's respective rights to add to, eliminate, or make changes to all or a portion of the Development Common Areas or Retail Space Common Areas.

7.03 Parking Facilities. Throughout the Term of this Lease, Tenant's customers shall have the non-exclusive right, in common with other tenants of the Retail Space,

Residential Space and visitors, to use the valet parking services in the Parking Facilities. The Parking Facilities are not to be used by Tenant's employees or vendors. Use of the Parking Facilities is subject to the right of Phipps and, in the event of a Condominium Conversion, the Condo Board, to resurface, restripe or otherwise maintain such Parking Facilities as they deem necessary. Except for Tenant's obligation to pay Tenant's Proportionate Share of CAM Costs and Real Estate Taxes, neither Tenant's customers nor Tenant shall be required to pay Landlord or any other third party for use of the Parking Facilities for up to two hours provided that Tenant's customers validate their patronage of the Replacement Premises. Effective as of the date of the Notice to Vacate, all references within the Lease to "Premises-Adjacent Customer Parking" or "Premises-Adjacent Parking Area" shall be deleted and shall be replaced with Parking Facilities. To the extent that Landlord (and not Phipps or the Condo Board) control any agreement for use of all or any portion of the Parking Facilities for the Retail Space, Landlord shall cause the operator of the Parking Facilities, during the Term of this Lease, to permit customers of the Retail Space to validate their parking for a two hour maximum period of free parking. In the event that Phipps or the Condo Board control the agreement for use of all or any portion of the Parking Facilities for the Retail Space, and Phipps or the Condo Board adversely modify the right of customers of the Retail Space to validate their parking for a two hour maximum period of free parking, then Landlord shall permit Tenant, in the name of Landlord if required by applicable law, to pursue whatever rights in law or equity that Landlord may have against Phipps or the Condo Board. Except for granting Tenant such right to pursue remedies against Phipps and/or the Condo Board, Landlord shall have no liability or obligations with respect to the obligations of Phipps and/or the Condo Board to perform Landlord's obligations under this Lease with respect to parking."

26. Real Estate Taxes. Effective as of the date of the Notice to Vacate, Section 8.01 of the Original Lease shall be deleted in its entirety and replaced with the following:

"8.01 Real Estate Taxes. As used in this Lease, the term "Real Estate Taxes" shall include the following:

(a) All real estate taxes, including general and special assessments, if any, which are imposed upon Landlord or are imposed upon Phipps and required to be paid or reimbursed by Landlord under the Ground Lease or any sublease pursuant to the Ground Lease, and/or assessed against the Retail Space, the Development and attributed to the Retail Space, the Retail Unit, and/or the Land; and

(b) Any other present or future taxes or governmental charges that are imposed upon Landlord or are imposed upon Phipps and required to be paid or reimbursed by Landlord under the Ground Lease or any sublease pursuant to the Ground Lease, and/or assessed against the Retail Space, the Development and attributed to the Retail Space, the Retail Unit or the Land including but not limited to, any tax levied on or measured by the rents payable by retail tenants of the Retail Space which is in the nature of, or in substitution for, or in addition to, real estate taxes, any use and occupancy tax if Landlord is required by law to collect, or has any liability for the payment of, such use and occupancy tax. Any inheritance, estate, gift, income, or net profits tax which may be assessed against Landlord and/or the Retail Space shall be excluded.

(c) Notwithstanding anything to the contrary, Real Estate Taxes shall include, without limitation: (i) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Replacement Premises, (ii) personal property taxes for property that is owned by Landlord or, in the event of a Condominium Conversion, the Condominium or the Condo Board and used in connection with the maintenance and repair of the Retail Space or Retail Unit, and (iii) any assessment, tax, fee, levy or charge substituted, in whole or in part, for a tax previously in existence, or assessed in lieu of, or in addition to, a tax increase. Real Estate Taxes shall not include Landlord's, Phipps' or, in the event of a Condominium Conversion, the Condominium's or the Condo Board's estate, franchise or income taxes (except to the extent provided above).

(d) In connection with any proceeding, filing or undertaking taken by Landlord or Phipps in connection with Landlord's or Phipps' attempts to limit or reduce Real Estate Taxes on the Retail Space or Development, as applicable, or to obtain benefits under any Program, Tenant agrees to fully cooperate, without cost to Landlord, with all reasonable requests of Landlord or Phipps, including but not limited to furnishing information and executing documents or affidavits, as may be necessary or appropriate for such Filings. Tenant shall (i) timely make all Filings that are required to be made by Tenant, and provide copies of such Filings to Landlord upon request, and (ii) reasonably cooperate with Landlord to timely follow all ICAP procedures and laws, including providing information on workers that are employed by Tenant at the Replacement Premises and permitting inspections of the Replacement Premises by governmental authorities. Landlord reserves the right (but shall not have any obligation) to apply for (or have Phipps apply for) any Program other than ICAP, and Tenant shall reasonably cooperate with Landlord in connection therewith.

(e) Landlord shall exercise or cause to be exercised commercially reasonable efforts to have Phipps obtain ICAP benefits with respect to the Retail Space (including, without limitation, the Replacement Premises). If obtained, the Real Estate Taxes shall include any pro-rata reduction (determined by Tenant's Proportionate Share) arising from the application of the ICAP or other Program (as defined herein) to the Retail Space. While Landlord agrees to use commercially reasonable efforts to obtain or cause Phipps to obtain ICAP benefits as hereinabove described, Landlord makes no assurances or representations that it or any other party will obtain any benefits under ICAP for the Retail Space, including, without limitation, the Replacement Premises, or, if it does, the amount thereof or when it will be applicable. Tenant expressly acknowledges and agrees that the Lease and Tenant's obligation to pay Tenant's Tax Payment is not contingent upon receipt of ICAP benefits.

(f) Tenant agrees to pay, as Additional Rent for each Tax Year, Tenant's Tax Payment. Tenant's Tax Payment shall be paid by Tenant to Landlord in equal monthly installments on the first day of each calendar month of the Term in an amount equal to one twelfth (1/12th) of Tenant's Tax Payment as estimated by Landlord for each Tax Year. Landlord's estimate shall be based on Landlord having sufficient funds to pay Real Estate Taxes for a particular Tax Year not more than thirty (30) days in advance of the date that such Real Estate Taxes are due to an applicable governmental authority. Tenant shall receive not less than ten (10) days' prior notice of any change in the amount of estimated Real Estate Taxes due hereunder before such changed amount is payable. The amount due for any partial month or Lease Year shall be prorated accordingly based on the actual number of days in such month.

(g) Within one hundred eighty (180) days after the end of each Tax Year, Landlord shall furnish Tenant with a written statement in reasonable detail showing the Actual Tax Payment, the amount of Real Estate Taxes paid by Landlord directly or indirectly during such Tax Year, and, if available, the calculation of ICAP benefits or other Program benefits. If the Actual Tax Payment exceeds the aggregate of Tenant's monthly payments for the applicable Tax Year, Tenant shall pay to Landlord any deficiency due Landlord within thirty (30) days after receipt of said statement by Tenant. If Tenant's aggregate monthly payments exceed the Actual Tax Payment, then provided Tenant is not then in default of its obligations hereunder, any surplus paid by Tenant shall be credited against the next ensuing monthly installment(s) of Minimum Rent; provided, however, if any such excess remains at the end of the Term, such excess shall be refunded to Tenant within thirty (30) days following the expiration of the Term. The obligations of Landlord and Tenant to make the foregoing adjustment shall survive the expiration or earlier termination of this Lease. If Landlord receives a credit or decrease in Real Estate Taxes as a result of a tax certiorari proceeding or otherwise, and Tenant previously paid Tenant's Proportionate Share with respect to the excess payment, Landlord shall credit the excess payment against the next ensuing installment of Minimum Rent, or if the credit arises during the last Tax Year during the Term or after the expiration of the Term, then Landlord shall pay the excess to Tenant within thirty (30) days after receipt."

27. Indemnification by Tenant. Effective as of the date of the Notice to Vacate, Section 9.01 of the Original Lease shall be deleted in its entirety and replaced with the following:

"Indemnification by Tenant. Tenant agrees to, and hereby does agree to defend, indemnify and save harmless Landlord, Phipps and their mortgagee(s), if any, and, in the event of a Condominium Conversion, Condo Board, from all claims, actions, demands, damages, costs and expenses and liability whatsoever, including reasonable attorneys' fees on account of any such real or claimed loss or damage or liability, and from all liens, claims and demands occurring or resulting directly or indirectly out of, in or at the Replacement Premises, or arising out of the construction, use, occupancy or enjoyment of the Replacement Premises, or occasioned in whole or in part by any act or omission of Tenant, its agents, contractors, servants, employees or invitees, in, at, upon or from the Replacement Premises, the Development Common Areas, the Retail Space Common Areas or any other part of the Development, even if the same results from the negligence of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board or their respective agents, contractors, servants or employees. Tenant shall not, however, be liable for damage or injury occasioned by the sole gross negligence or willful misconduct of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board or their respective agents, contractors, servants or employees, unless such damage or injury arises from causes of loss against which Tenant is required by this Lease to insure, or against which causes of loss Tenant actually carries insurance (even if not required by this Lease). None of Landlord, Phipps, their mortgagee(s), if any, nor, in the event of a Condominium Conversion, Condo Board, shall in any event be liable to Tenant or anyone claiming by, under or through Tenant for any loss or damage of liability resulting from the acts or omissions of other tenants of the Development or by any other third person who was not acting under the direction and control of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board."

28. Tenant's Insurance. Effective as of the date of the Notice to Vacate, Section 9.02 of the Original Lease shall be amended as follows:

(a) The second sentence of Section 9.02(a)(i) of the Original Lease shall be deleted and replaced with the following: "Such commercial general liability insurance shall have a single limit of not less than $1,000,000 per occurrence.

(b) The second sentence of Section 9.02(a)(ii) of the Original Lease shall be amended by adding ", Phipps or, in the event of a Condominium Conversion, Condo Board or Condominium" after "Landlord".

(c) The amount of $3,000,000 set forth in Section 9.02(a)(vi) of the Original Lease shall be deleted and replaced with the amount of $10,000,000.

(d) The first sentence of Section 9.02(b) of the Original Lease shall be amended by adding ", Phipps or, in the event of a Condominium Conversion, Condo Board" after "Landlord".

(e) Section 9.02(b)(i) of the Original Lease shall be amended by deleting "Shopco Consulting LLC" and replacing the same with "Phipps"; by adding "and, in the event of a Condominium Conversion, any party required to be named under the Condominium Documents" after "notice from Landlord to Tenant"; and by adding ", Phipps and, in the event of a Condominium Conversion, Condo Board or Condominium" following "any future mortgagees of Landlord".

(f) Section 9.02(b)(ii) of the Original Lease shall be amended by adding ", Phipps and, in the event of a Condominium Conversion, Condo Board, Condominium" following "it would otherwise have against Landlord."

(g) Section 9.02(b)(iv) of the Original Lease shall be amended by adding ", Phipps and, in the event of a Condominium Conversion, Condo Board" after "Landlord".

(h) Section 9.02(b)(v) of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board may carry, notwithstanding the requirement that Landlord, Phipps and, in the event of a Condominium Conversion, Condominium and Condo Board be named as additional insureds and regardless of any other insurance that Landlord, Phipps or, in the event of a Condominium Conversion, Condominium or Condo Board may elect to obtain;"

(i) Section 9.02(b)(vii) of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Shall provide the full amount of any losses sustained shall be payable for Landlord's, Phipps' or, in the event of a Condominium Conversion, Condominium's or Condo Board's benefit under the terms of this Lease notwithstanding any act, omission or negligence of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board or Tenant which might otherwise result in a forfeiture of insurance coverage."

(j) Section 9.02(c) of the Original Lease shall be amended by adding "provided that, in the event of a Condominium Conversion, Tenant's Insurance shall at all times throughout the Term comply with the Condominium Documents and amendments thereto" to the end of the sentence.

(k) The first sentence of Section 9.02(d) of the Original Lease shall be amended by adding ", Phipps" following "Landlord" and by adding "and, in the event of a Condominium Conversion, Condominium, Condo Board" following "Tenant".

The words "and prior to the Required Grand Opening Date" shall be stricken from the first sentence of Section 15.06 of the Original Lease.

29. Landlord's Insurance. Effective as of the date of the Notice to Vacate, Section 9.03 of the Original Lease shall be deleted in its entirety and replaced with the following:

> "9.03. Landlord's Insurance. Tenant shall pay to Landlord, as part of Actual CAM, Tenant's Proportionate Share of the cost of premiums for Landlord's Insurance. Landlord shall and/or shall use commercially reasonable efforts to cause Phipps or, in the event of a Condominium Conversion, Condo Board to maintain in effect Landlord's Insurance at all times during the Term of this Lease. Any insurance obtained by Landlord, Phipps and/or, in the event of a Condominium Conversion, Condo Board may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or under a plan of self-insurance. Landlord, Phipps and/or, in the event of a Condominium Conversion, Condo Board may maintain, at its option, from time to time, such insurance coverage as Landlord, Phipps and/or, in the event of a Condominium Conversion, Condo Board may deem appropriate for the Development. Premiums for Landlord's Insurance shall be included in CAM Costs."

30. Mutual Waiver of Subrogation. Effective as of the date of the Notice to Vacate, Section 9.04 of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Mutual Waiver of Subrogation. The commercial property, boiler, equipment, business income and rental value insurance required by this Lease shall provide for waivers of any right of subrogation that the insurer of such party may require against the other party hereto relating to the Replacement Premises, Parking Facilities, the Development Common Areas, the Retail Space Common Areas or the Retail Space and, at Landlord's request, against any other party with respect to any such losses, which are required to be insured against or which are actually insured against, even if the loss results from a negligent act or omission of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other (and any assignee of Landlord or, in the event of a Condominium Conversion, Condo Board) for any loss or damage that may occur to the Retail Space, the Development Common Areas, the Retail Space Common Areas or Replacement Premises or any improvements thereto, or any personal property of Landlord, Phipps, Tenant or, in the event of a Condominium Conversion, Condominium or Condo Board, arising from any cause that is (a) customarily insured against under the terms special form (all-risk) property insurance; or (b) insured against under the terms of any property insurance actually carried. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party's agents, officers, employees or contractors."

31. Assumption of Risk. Effective as of the date of the Notice to Vacate, Section 9.05 of the Lease Original shall be deleted in its entirety and replaced with the following:

> "Assumption of Risk. Tenant hereby waives all claims, liabilities, damages, costs or expenses (including, without limitation attorneys' fees) for or arising from any damage to or loss of property, including but not limited to, motor vehicles of Tenant, or its employees, agents, customers or invitees, unless caused by the gross negligence of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board and not otherwise covered by Tenant's insurance. (or which would have been covered had Tenant carried the insurance required under this Article), even if caused by an act or omission, breach of this Lease or negligence of Landlord, Phipps or, in the event of a Condominium Conversion, Condo Board, and Tenant hereby waives any claim against Landlord, Phipps and/or, in the event of a Condominium Conversion, Condo Board for such loss or damage to property resulting from Landlord's, Phipps' or, in the event of a Condominium Conversion, Condo Board's breach of any obligation under this Lease or Landlord's, Phipps' or, in the event of a Condominium Conversion, Condo Board's negligence."

32. General Operating Requirements. Effective as of the date of the Notice to Vacate, Section 11.01 of the Original Lease shall be amended as follows:

(a) The first sentence of the first paragraph of Section 11.01 of the Original Lease shall be amended by deleting "During" and replacing the same with "Except during the Closure Period when Tenant shall cease operations, during."

(b) The second sentence of the first paragraph of Section 11.01 of Original the Lease shall be amended by adding "and during the Closure Period" after "Force Majeure."

(c) The third sentence of the first paragraph of Section 11.01 of the Original Lease shall be amended by adding "or during the Closure Period," after "condemnation or casualty."

(d) The first sentence of the second paragraph of Section 11.01 of the Original Lease shall be deleted in its entirety and replaced with the following: "Subject to requirements in the Condominium Documents, Tenant agrees that it shall at all times (other than during the Closure Period) during the Term:

(e) The last paragraph of Section 11.01 of the Original Lease shall be deleted.

(f) All references in the Lease to "Overnight Security Costs" and Special Costs" are hereby deleted.

(g) Tenant shall not operate its business during the hours between 10:00 p.m. and 7:00 a.m. without the prior consent of Landlord, which consent shall not be unreasonably withheld provided that Tenant pays any additional CAM Costs arising from such extended hours.

33. Affirmative Covenants. Effective as of the date of the Notice to Vacate, Section 11.02 of the Original Lease shall be amended as follows:

(a) Section 11.02 of the Original Lease shall be amended by adding "(other than during the Closure Period)" after "Tenant shall".

(b) Section 11.02(m) of the Original Lease shall be deleted in its entirety and replaced with the following:

"Cause all trucks servicing the Replacement Premises to be loaded and unloaded from a loading dock area identified on the Site Plan annexed as Exhibit A."

(c) Section 11.02(o) of the Original Lease shall be amended by adding "and/or, in the event of a Condominium Conversion, the Condominium" after "Retail Space".

(d) Section 11.03(j) of the Original Lease shall be amended by adding "(except in connection with a Notice to Vacate)" after "vacate".

(e) Section 11.04 of the Original Lease shall be amended as follows:

(i) The second sentence of Section 11.04 of the Original Lease shall be amended by adding ", any applicable law or ordinance and, in the event of a Condominium Conversion, the Condominium Documents" following "Sign Criteria".

(ii) The fourth sentence of Section 11.04 of the Original Lease shall be amended by adding "or, in the event of a Condominium Conversion, the Condominium Documents," following "or applicable laws".

(iii) The seventh sentence of Section 11.04 of the Original Lease shall be deleted in its entirety and replaced with the following: "Landlord agrees, at Tenant's sole cost and expense, to display Tenant's Permitted Name on any exterior signage controlled by Landlord in the Development that lists the names of some or all of the tenants of the Retail Space. Tenant's Permitted Name shall be the top most name of a tenant or, if there shall be another tenant in the Retail Space occupying a greater amount of Rentable Square Feet than Tenant, then immediately below such other tenant.

(f) Section 11.07(c) of the Original Lease shall be amended as follows:

(i) The first sentence of Section 11.07(c) of the Original Lease shall be amended by deleting "Landlord and/or its mortgagee" and replacing the same with "Landlord, Phipps and, in the event of a Condominium Conversion, Condo Board and/or any of such parties' mortgagees".

(ii) The second sentence of Section 11.07(c) of the Original Lease shall be amended by deleting "Landlord, its successors and assigns, its mortgagees and its agents" and replacing the same with "Landlord, Phipps and , in the event of a Condominium Conversion, Condo Board, and their respective successors and assigns, their respective mortgagees and their respective agents".

34. Utilities. Effective as of the date of the Notice to Vacate, Article XII of the Original Lease shall be amended as follows:

(a) The first sentence of Section 12.01 of the Original Lease shall be amended by adding ", Phipps and, in the event of a Condominium Conversion, Condo Board" following "and Tenant shall defend indemnify and save Landlord".

(b) Section 12.04 of the Original Lease shall be amended by deleting "Landlord will not" and replacing the same with "None of Landlord, Phipps nor, in the event of a Condominium Conversion, Condo Board will" and adding ", Phipps or, in the event of a Condominium Conversion, Condo Board" to the end of the sentence.

(c) Section 12.06 of the Lease concerning sidewalks shall be deleted in its entirety.

35. Landlord's Right to Enter. Effective as of the date of the Notice to Vacate, Section 14.01 of the Lease shall be deleted in its entirety and replaced with the following:

> "Landlord, Phipps and, in the event of a Condominium Conversion, Condo Board and the authorized representatives of each such party may enter the Premises pursuant to this Lease, the Ground Lease or the Condominium Documents, as applicable at all reasonable times and upon reasonable prior notice (except in emergencies, in which event no notice shall be required) for the purpose of serving or posting notices required or permitted by any law, or for the purpose of inspecting the Premises. Landlord hereby reserves for itself, Phipps acting under the Ground Lease, or in the event of a Condominium Conversion, by Condo Board pursuant to the Condominium Documents, the right and easement in or over the Premises or any portion or portions thereof as shall be reasonably required for the installation, addition, alteration, relocation, replacement or maintenance of Retail Common Areas or Development Common Areas, roofs, floors, doors, windows, mains, conduits, pipes or other facilities to serve the Residential Space, Residential Unit, Retail Space or Retail Unit or any part thereof. None of Landlord, Phipps acting in accordance with the Ground Lease nor, in the event of a Condominium Conversion, Condo Board acting in accordance with the Condominium Documents shall in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage claimed by Tenant by reason of Landlord's , Phipps' or, in the event of a Condominium Conversion, Condo Board's work within the Premises and the same shall not constitute a constructive eviction of Tenant."

36. Landlord's Maintenance. Effective as of the date of the Notice to Vacate, Article XV of the Original Lease shall be amended as follows:

(a) Section 15.01(a) of the Original Lease shall be amended by adding "or cause to be kept" after "keep".

(b) Section 15.03 of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Tenant shall not make or permit to be made any alterations, improvements or additions of or to the Premises or any part thereof, unless and until Tenant shall have caused plans and specifications therefore to have been prepared, at Tenant's expense, by a licensed architect and shall have obtained (i) Landlord's written approval thereof, (ii) if required by the Ground Lease, the written approval of Phipps, and (iii) in the event of a Condominium Conversion and if required by the Condominium Documents, the written approval of the Condo Board. If such approval or approvals are granted, Tenant shall

cause the work described in such approved plans and specifications to be performed, at its expense, promptly, and in a first class workmanlike manner by a licensed general contractor approved by Landlord and in compliance with all applicable governmental and insurance requirements and the standards set forth in this Lease (including, without limitation, the provisions of Article III), without interference with or disruption to the operations of the Residential Space, Residential Unit, Retail Space, Retail Unit, Retail Common Areas or Development Common Areas. Without in any way limiting Landlord's consent rights, Landlord shall not be required to give its consent to any alterations, improvements or additions until (a) Landlord approves the contractor's insurance coverage to be provided in connection with the work, (b) Landlord approves final and complete plans and specifications for the work and (c) the appropriate governmental agencies, if any, have approved the plans and specifications for such work. All work performed by Tenant or its contractor relating to such alterations, improvements or additions shall conform to applicable laws, Landlord's construction rules and in the event of a Condominium Conversion, the Condominium Documents. Upon completion of the alterations, improvements or additions, Tenant shall deliver to Landlord "as built" plans. Tenant shall indemnify defend, and hold Landlord harmless from and reimburse Landlord for and with respect to, any and all costs, expenses (including reasonable attorneys' fees), demands, claims, causes of action and liens, arising from or in connection with any alterations, improvements or additions performed by or on behalf of Tenant."

37. Damage and Destruction. Effective as of the date of the Notice to Vacate, Article XVI of the Original Lease shall be amended as follows:

(a) Section 16.02 of the Original Lease shall be amended by adding, "or (e) in the event of a Condominium Conversion, pursuant to the Condominium Documents, the Condo Board or the unit owners vote in favor of not restoring the Replacement Premises under the circumstances of such damage or destruction;" before "then, Landlord shall".

(b) Section 16.02(b) of the Original Lease shall be amended by adding ", Phipps or, in the event of a Condominium Conversion, Condo Board" following "Landlord".

38. Subordination of Lease. Effective as of the date of the Notice to Vacate, the first sentence of Section 18.01 of the Original Lease shall be deleted in its entirety and shall be replaced with the following:

"This Lease and the estate of Tenant hereunder shall also be subject and subordinate to any deed of trust, mortgage lien or charge, the Ground Lease, the Master Retail Sublease, or any other encumbrance, restriction or declaration and, in the event of a Condominium Conversion, the Condominium Documents, which now encumbers or which at any time hereafter may encumber the Replacement Premises and/or the Retail Space (such document and any replacement, renewal, modification, consolidation or extension thereof being hereinafter referred to as an "Encumbrance")."

39. Events of Default. Effective as of the date of the Notice to Vacate, Section 21.01 of the Original Lease shall be amended by adding "(other than during the Closure Period which shall be expressly permitted hereunder)" after "(iv) abandons or ceases to operate the Permitted Use in the Replacement Premises".

40. Site Plan. Effective as of the date of the Notice to Vacate, Exhibit A of the Lease shall be deleted in its entirety and replaced with Exhibit A attached hereto, provided that the placement of the columns near the loading dock as shown on Exhibit A may require revision.

41. Shopping Cart Security System. Effective as of the date of the Notice to Vacate, Section 1 of the Second Amendment shall be deleted in its entirety.

42. Performance by Phipps or Condo Board. Tenant acknowledges that some of Landlord's obligations shall be performed by Phipps under the Ground Lease, or, in the event of a Condominium Conversion, some of Landlord's obligations under this Lease may be performed by Condo Board, and Tenant hereby agrees to accept such performance as if such obligations were performed by Landlord. Landlord shall use commercially reasonable efforts to ensure that Phipps and/or Condo Board perform Landlord's obligations under this Lease. In the event that Phipps and/or the Condo Board fail to perform Landlord's obligations under this Lease, then Landlord shall permit Tenant, in the name of Landlord if required by applicable law, to pursue whatever rights in law or equity that Landlord may have against Phipps or the Condo Board. Except for granting Tenant such right to pursue remedies against Phipps and/or the Condo Board, Landlord shall have no liability or obligations with respect to the obligations of Phipps and/or the Condo Board to perform Landlord's obligations under this Lease.

43. Permitted Name. Effective as of the date of the Notice to Vacate, the definition of "Permitted Name" in Section 1.01(c) of the Original Lease shall be deleted in its entirety and is replaced with the following: "(c) "Permitted Name": Tenant's trade name."

44. Exclusive Use. Effective as of the date of the Notice to Vacate, Section 11.10 of the Original Lease shall be deleted in its entirety and replaced with the following: "Landlord represents, warrants and covenants that from and after the date of the Notice to Vacate and throughout the Term of this Lease, Landlord will not lease any space in the Retail Space, nor permit the use or occupancy of such space, to any tenant or other occupant which (i) principally operates as a food supermarket or (ii) principally offers for sale grocery food and beverages solely for off-premises consumption. The operation of a food supermarket within the Retail Space is referred to herein as Tenant's "Exclusive Use." Notwithstanding the foregoing, an occupant or tenant of any other premises at the Retail Space may use such premises for any of the following: (a) a restaurant offering prepared food or ready-to-eat food items for consumption either on or off the premises; (b) a sandwich shop type restaurant which offers sit-down and/or take-out service; (c) a health food store or nutrition center, ice cream parlor or frozen yogurt store, coffee shop, doughnut shop, candy store, or a pizza pickup or delivery outlet, all of which may offer the sale of food items for consumption on or off the premises; (d) a liquor store provided that such store does not sell beer, (e) to sell or display for sale food and beverages within its premises as an incidental use to the business being conducted within such premises, including, without limitation, a pharmacy such as a CVS or Walgreens pharmacy, and (f) any other use which is not prohibited by this Section 11.10. Upon breach of the foregoing representations, warranties and covenants, Tenant's sole remedies shall be (i) the right to obtain injunctive relief or (ii) the right to terminate this Lease upon thirty (30) days' written notice to Landlord."

45. Brokers. Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Amendment, or in the event Landlord or Tenant have had such dealings, Landlord and Tenant covenant and agree to defend, indemnify, pay and hold each other harmless from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Amendment or the negotiation hereof (including the cost of legal fees in connection therewith).

46. Subordination, Non-Disturbance and Attornment Agreement. Effective as of the date of the Notice to Vacate, Section 18.05 of the Original Lease shall be deleted in its entirety and replaced with the following:

> "Landlord shall use commercially reasonable efforts to obtain, and shall cause Phipps to use commercially reasonable efforts to obtain, a recordable subordination, non-disturbance and attornment agreement ("SNDA") from any current or future lender, in such form as may be customary for Landlord's lender, or Phipps' lender, as applicable, within thirty (30) days after Landlord and/or Phipps obtains financing from such lenders. In the event that Landlord or Phipps is unable to obtain such SNDA from its lender, this Lease shall not be subordinate to such mortgages."

47. Subleases and Assignment of this Lease Contemplated by the Ground Lease. Landlord hereby informs Tenant of the following provisions that may be negotiated in the Ground Lease: (i) Landlord may assign the Original Lease, as modified by this Amendment, to Phipps and in such an event, Landlord shall promptly give notice to Tenant of such assignment, provided, however, if such assignment occurs before the Vacate Date, Landlord also may give notice to Tenant that it shall continue to pay rent to Landlord through the Vacate Date, and (ii) upon completion by Phipps of the Retail Space and certain other improvements in the New Building, Phipps and Landlord intend to enter into a sub-sublease of the Retail Space pursuant to which Landlord subleases the Retail Space from Phipps, and the Original Lease as amended by this Amendment shall be subordinate to such sub-sublease. Upon execution and delivery of such sub-sublease, Landlord, to the extent provided in the sub-sublease, shall thereafter be responsible for the obligations of Landlord hereunder subject to the provisions of Section 42.

48. Personal Property Liens. Tenant may grant security interests in its moveable trade fixtures, inventory and such personal property that is not attached to the Premises, provided that the secured party and Landlord enter into an agreement on terms reasonably satisfactory to Landlord pursuant to which the secured party agrees to notify Landlord of any default by Tenant under the security agreement or lease between the secured party and Tenant, and agrees to pay the reasonable costs incurred by Landlord in connection with any damage caused by such secured party in removing such trade fixtures, inventory and personal property.

49. Guarantee. The signature of Young S. Chung and Colin K. Xie below acknowledge that their guarantees are unaffected by this Amendment and are and shall continue in full force and effect.

50. Full Force and Effect. Tenant acknowledges that (i) as modified herein, the Lease is in full force and effect, (ii) there are no offsets or defenses to the Lease, and (iii) neither Tenant nor Landlord is in default of any of the terms of the Lease.

51. Governing Law. This Amendment shall be governed by, and construed in all respects in accordance with, the internal laws of the State of New York (without giving effect to New York's principles of conflicts of law).

52. Counterparts. Signatures to this Amendment transmitted by facsimile or electronically shall be binding on the party transmitting such signatures. Notwithstanding the foregoing, each party agrees to cooperate in the execution and delivery of original counterparts of this Amendment, which, when delivered shall replace and supersede any facsimile or electronic versions of this Amendment.

This Amendment may be signed in counterparts, all of which, when taken together, shall constitute a single and enforceable agreement.

53. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

Landlord:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC, Manager

By: Estate of Fred Stark, its sole member

By: Elizabeth Farrell
Name: Elizabeth Farrell
Title: Administratrix, cta

Tenant:

URBAN FRESH CORP.

By: _____
Name:
Title:

We acknowledge our Guarantee remains in full force and effect:

_____
Young S. Chung

_____
Colin K. Xie

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

Landlord:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC, Manager

By: Estate of Fred Stark, its sole member

By: _____
Name: Elizabeth Farrell
Title: Administratrix, cta

Tenant:

URBAN FRESH CORP.

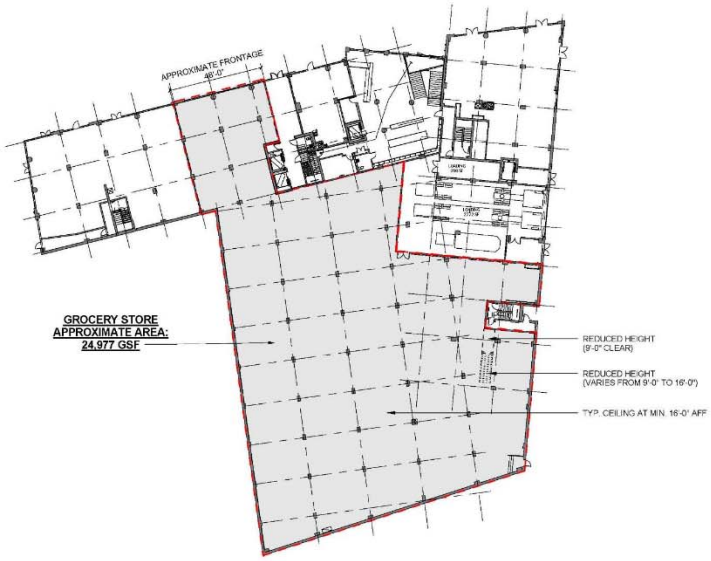
By: _____
Name: Young S Chung
Title: President

We acknowledge our Guarantee remains in full force and effect:

_____
Young S. Chung

_____
Colin K. Xie

EXHIBIT A




FAR ROCKAWAY-PHASE 1 BLOCK B

**Marvel Architects**

145 HUDSON STREET, FLR. 3 NEW YORK, NY 10013 212.616.0420

BLOCK B - GROUND FLOOR GROCERY **EXHIBIT A.**

04/03/18

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EXHIBIT B

Work Letter

**1. Structure**

- The structure will be cast in place concrete.
- Floor slab will be 12" thick, be designed for a live load of 100 psf, and a dead load of tenant finishes of 20 psf.
- Embedded conduit will not be provided in concrete floors/ceilings for Lessee architectural finishes such as lighting, security, outlets…etc.
- Floor slab is specified to achieve a FF 17 (Flatness F-Number = 17), or ¼" in 10'
- Any fire stopping required by code for utilities services entering this space shall be the responsibility of the Lessor.
- Column locations will be as shown in attached drawing attached to this Agreement as Exhibit A-1.
- There will be construction markings on the floors, columns, and ceilings at the time of turnover. Lessee is responsible for the removal of said markings if finished concrete is part of the architectural appearance of the Lessee's space. Floors, columns and ceilings will be delivered unfinished

**2. Demising Walls**

- Demising wall between Tenants and between Tenants and Residential Spaces shall be 8" filled CMU or poured concrete. It will have a two-hour Fire rating and an STC rating of 50. (CMU preferred)
- Fire stopping as required by building codes, of any penetrations thru demising walls, elevator shaft walls, MEP shafts / chases for utilities provided to the tenant by the owner as part of this agreement shall be the responsibility of the lessor.

**3. Storefront / Façade**

- Storefront and doors to be designed and constructed by Lettire Construction Corp.. Storefronts system shall incorporate insulated glass and thermally broken frames, approved by Marvel Architects
- Fenestration shall be as depicted in Exhibit A-2

**4. Mechanical**

- Lessee will require minimum roof space and structural support above the retail space for mechanical equipment in accordance with Exhibit A-3:
  - 1,521 square feet for Lessee's two RTUs, kitchen exhaust fan , and kitchen make-up air unit.
  - 625 square feet for Lessee's refrigeration equipment
- Hot water baseboard heat at perimeter glass only. Lessor will provide heating hot water source to Lessee's space with a valved and capped connection (location to be coordinated).

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- Lessor will coordinate location for Lessee's kitchen exhaust discharge on the lower roof setback. Kitchen exhaust on the lower roof shall be located 10 ft. away from any openable windows or any outdoor air intake.

- All ventilation, exhaust, smoke control, air conditioning heating systems and other applicable mechanical services applicable to this use are to be engineered, supplied and installed by the Lessee subject to Landlord's approval.
- Building MEPS systems will be designed to accommodate design and installation of an HVAC system as follows:
    - Louvers – No sidewall louvers are provided due to the limited storefront. Lessor shall provide sufficient space on the low roof for Lessee to install rooftop units for ventilation of Lessee's space. Capped water connection will be provided in the retail space for the Lessee's use.
    - DX air conditioning unit; Air cooled, self-contained, sized per required loads and VAV terminal boxes as required (By Lessee)
    - Hot water baseboard heat at perimeter glass only (By Lessee).

**5. Electrical and Low Voltage Systems**

- One 2000amp, 208 volt, three phase electric service from direct meter. Lessor will install switchgear in location to be determined by Lessor and provide Lessee with a TWO 1000amp, 208 volt three phase disconnect switches at locations in the Lessee's space that are determined by the Lessee. Lessor to provide the conduit from the 2000A switch to the Lessee's space with the provision that Lessee will be responsible for any incremental cost if the conduit is longer than 500 linear feet.. Such conduit will be delivered empty and Lessee shall be responsible for pulling wire. Lessee to provide all distribution; distribution panels, wiring, and conduits from the disconnect switch within the Lessee's space. Electric usage to be billed directly to Lessee by Con Ed (2000 amps, 208 volt, 3 phase).
- Phone / data – Lessor to provide (1) 2" conduit with pull string from the building's telecommunications room to a location in Lessee's space that is determined by the Lessee. Lessee to provide all phone / data conduit , wiring, equipment and devices for their use.
- Light Fixtures – Lessee to provide lighting fixtures.

**6. Plumbing**

- Gas – Lessor to provide space in meter room for a meter bar for future meter. Lessor will provide a 3" capped gas outlet in Lessee's space in a location to just below the retail/parking elevator.. Lessee is aware that the gas outlet will not be shown on drawings or be filed with NYC DOB. Lessee will be responsible for having the gas outlet work filed, permitted and inspected as part of the Lessee's other fit out work. All other gas work to be performed by Lessee, including supply and installation of gas meter, booster pump if required, piping from capped connection in Lessee's space and Lesseee will be responsible for National Grid and NYC DOB sign-offs related to Lessee's gas scope of work.
- Domestic Water – Lessor to provide a 2" sub-meted domestic water connection to enable billing for Lessee's usage. It shall be the responsibility of the Lessor to provide 2" piping from the sub-meter to the retail space to a location determined by the Lessee. Lessee is responsible for equipment necessary for domestic hot water.
- Sanitary Vent – A capped 4" vent line will be provided in the retail space for the Lessee's use (location to be coordinated).
- Sanitary – A capped 4" sanitary line will be provided in the retail space for the Lessee's use (location to be coordinated).

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- Piping Penetrations – Lessor will provide pipe sleeves prior to pouring of the 1st floor concrete slab for Lessee's piping penetrations. Lessee will provide pipe penetration plan with locations and sizes of required pipe sleeves for coordination with Lessor not less than ninety business days prior to the scheduled pour. (Lessor to provide Lessee with scheduled pour date.)

**6B. Fire Protection**

- Sprinkler – Lessor to provide one (1) dedicated sprinkler zone control assembly with shut-off valve and waterflow switch including drain in accordance with building codes. Lessor to provide core and shell sprinkler protection in the Lessee's space. Lessee shall modify core and shell sprinkler protection as required for Lessee's floor layout.
- Standpipe – The Lessor will be responsible for providing a 4" capped connection in retail space (location to be coordinated). Lessee will install fire hose cabinets as required by building code.

**7. Fire Alarm**

The Lessee will be responsible for the Engineering, supply, installation and approval by the NYCFDNY & NYC DOB system and that of the building FA System shall have reciprocal supervisory capability.

**8. Construction**

The lessee shall coordinate all design & construction with the Lessor. Lessee's construction plans are subject to review by Developer's architect and review and approval by Lessor. In no case shall the construction activities infringe on the Lessor's efforts to obtain a TCO for the building. Lessee will engage open shop labor during such periods of time as Developer is performing construction work.

**9. Signage and canopy**

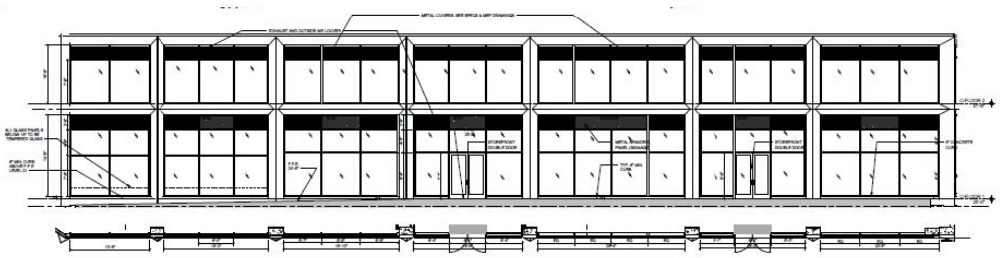
Lessee to purchase and install signage, canopy, and all required support systems subject to Lessor's approval. (Lessor to provide zoning restriction and restriction from owner)

**10. Elevator**

Elevator between public corridor and parking garage will be provided by Lessor.

EXHIBIT B-1

**STOREFRONT ELEVATION**



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EXHIBIT B-2



#53481288_v22

EXHIBIT C-1

Estoppel Certificate from Landlord

#53481288_v22

**LANDLORD ESTOPPEL CERTIFICATE**

The undersigned, as landlord ("Landlord"), under that certain Shopping Center Lease Agreement, dated April 14, 2011, as amended (the "Lease"), between Landlord and Urban Fresh Corp., a New York corporation, as tenant ("Tenant"), does hereby certify to Landlord as follows:

1. The Lease has not been amended, modified, or assigned, except as set forth on Schedule A. The Lease is in full force and effect as modified.

2. Landlord is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Landlord under the Lease.

3. To Landlord's knowledge, Tenant is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Tenant under the Lease.

4. The date to which Rent (as such term is defined in the lease) is paid is _____.

5. The amount of Minimum Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

6. The amount of Additional Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

7. The amount of charges, other than Minimum Rent and Additional Rent paid in advance to Landlord is $_____.

8. The Vacate Date (as such term is defined in the Lease) is .

9. The amount of Minimum Rent as of the Vacate Date is .

[*Signatures on following page*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of _____.

LANDLORD

Mott Center, LLC,
A New York limited liability company

By:_____
Name:
Title:

Schedule A

1. First Amendment to Lease, dated April 14, 2011.
2. Assignment and Assumption of Lease, dated June 21, 2011, between Radamar Meat Corp. and Tenant.
3. Second Amendment to Shopping Center Lease Agreement, dated August 7, 2012.
4. Third Amendment to Lease Agreement, dated April 23, 2018.
5. [*insert any further modifications to Lease*]

EXHIBIT C-2

Estoppel Certificate from Tenant

#53481288_v22

**TENANT ESTOPPEL CERTIFICATE**

The undersigned, as tenant ("Tenant"), under that certain Shopping Center Lease Agreement, dated April 14, 2011, as amended (the "Lease"), between MOTT CENTER, LLC, a New York limited liability company, as landlord ("Landlord") and Tenant, as tenant, does hereby certify to Landlord as follows:

1. The Lease has not been amended, modified, or assigned, except as set forth on Schedule A. The Lease is in full force and effect as modified.

2. To Tenant's knowledge, Landlord is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Landlord under the Lease.

3. Tenant is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Tenant under the Lease.

4. The date to which Rent (as such term is defined in the lease) is paid is _____.

5. The amount of Minimum Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

6. The amount of Additional Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

10. The amount of charges, other than Minimum Rent and Additional Rent paid in advance to Landlord is $_____.

11. The Vacate Date (as such term is defined in the Lease) is .

12. The amount of Minimum Rent as of the Vacate Date is .

[*Signatures on following page*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of _____.

TENANT

Urban Fresh Corp.,
A New York corporation

By:_____
Name:
Title:

Schedule A

1. First Amendment to Lease, dated April 14, 2011.
2. Assignment and Assumption of Lease, dated June 21, 2011, between Radamar Meat Corp. and Tenant.
3. Second Amendment to Shopping Center Lease Agreement, dated August 7, 2012.
4. Third Amendment to Lease Agreement, dated April 23, 2018.
5. [*insert any further modifications to Lease*]

EXHIBIT D

Subordination and Recognition Agreement

#53481288_v22

**Subordination and Recognition Agreement**

SUBORDINATION AND RECOGNITION AGREEMENT ("Agreement") dated _____, 20__ between Mott Center, LLC, a New York limited liability company, c/o Estate of Rita Stark, 198-10 Jamaica Avenue, Hollis, New York 11423 ("Owner") and Urban Fresh Corp., a New York corporation, having an address at 20-52 Mott Avenue, Far Rockaway, New York 11691 ("Tenant").

**W I T N E S S E T H :**

WHEREAS, pursuant to that certain Ground Lease dated _____ (the "Ground Lease"), between Owner and Redfern FRP LLC (the "Landlord"), Owner leased to Landlord the land and improvements commonly known as 20-02 Mott Avenue, Far Rockaway, New York ("Property");

WHEREAS, pursuant to that certain Shopping Center Lease Agreement dated April 14, 2011, as amended by that certain First Amendment to Lease dated February 28, 2012, by that certain Second Amendment to Shopping Center Lease Agreement dated August 7, 2012 and by that certain Third Amendment to Lease Agreement dated _____ (the "Lease"), Owner leased to Tenant certain premises containing approximately 25,000 square feet of space located at the Property (the "Premises");

WHEREAS, Owner assigned the Lease to Landlord pursuant to that certain Assignment and Assumption of Lease dated _____, between Owner and Landlord; and

WHEREAS, at the request of the Landlord, the Owner is willing to enter into this Agreement with the Tenant, upon the terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreement set forth herein and One ($1.00) Dollar by each paid to the others, the parties agree as follows:

FIRST: Owner agrees that so long as the Tenant shall not then be in default under the Lease and the time to cure such default shall not have expired:

(a) Neither Tenant nor any person claiming through or under Tenant shall be named or joined as a party defendant in any action, suit or proceeding which may be instituted or taken by Owner for the purpose of terminating the Ground Lease by reason of any default or event of default thereunder, unless applicable law requires the Tenant to be made a party thereto as a condition to proceeding against the Tenant or to protect the Owner's rights, provided, however, such joinder either shall not result in the termination of the Lease, or if it does result in the termination of the Lease, Owner and Tenant shall enter into a new Lease for the remainder of the terms of the Lease on the same terms as set forth in the Lease; and

(b) Neither Tenant nor any person claiming through or under Tenant shall be evicted from the Premises, nor shall the leasehold estate or possession of Tenant or any person claiming through or under Tenant to use and occupy the Premises be terminated or

disturbed, nor shall any of the rights of Tenant or any person claiming through or under Tenant be affected in any way, by reason of any default or event of default under the Ground Lease.

SECOND: Subject to the provisions of this agreement, Tenant agrees that the Lease is and shall be subject and subordinate to the Ground Lease and all renewals, amendments, modifications, consolidations, replacements and extensions thereto. Said subordination is to have the same force and effect as if the Ground Lease and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and-any notice thereof.

THIRD: If, at any time the Owner (or any person, or such person's successors or assigns, who acquires the interest of Landlord as lessor under the Lease through the expiration, termination or cancellation of the Ground Lease) shall succeed to the right of Landlord as lessor under the Lease as a result of a default or event of default under the Ground Lease, and if Tenant is not then in default under the Lease beyond the time permitted therein to cure such default, then (i) the Lease shall not terminate, (ii) Tenant shall attorn to and recognize such person (herein sometimes called "Successor Landlord") so succeeding to Landlord's rights as Tenant's lessor under the Lease, upon the then executory terms and conditions of the Lease and as hereinafter provided in this Article THIRD, and (iii) Successor Landlord shall accept such attornment and recognize Tenant as the Successor Landlord's lessee under the Lease. Upon such attornment and recognition, the Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the then executory terms, conditions and covenants as are set forth in the Lease and which shall be applicable after such attornment.

FOURTH: Owner hereby consents, acknowledges and agrees to the Lease.

FIFTH: Any notices or other communications (collectively in this Paragraph FIFTH called "Notices") required or permitted to be given by the terms and provisions of this Agreement, shall be in writing and shall be given by: (i) United States mail, postage prepaid as certified mail, return receipt requested, or (ii) nationally recognized overnight courier service (such as Federal Express) with receipt requested, or (iii) personal delivery with acknowledgment of receipt requested. Notices shall be sent and deemed given when (x) personally delivered or via overnight courier, then upon receipt (or the date delivery is refused) by the receiving party or, (y) if mailed, then three (3) business days after being postmarked. Any Notice shall be addressed to the parties hereto, as follows:

If to the Owner: Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

With a copy to: Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attn: Martin P. Miner, Esq.

And a second copy to: Holland & Knight LLP

31 West 52nd Street
New York, New York 10019
Attn: Rita Dattola, Esq.

If to Tenant: Urban Fresh Corp.
155 Sussex Drive
Manhasset, NY 11030

With a copy to: Coran Ober P.C.
25-02 Francis Lewis Blvd.
Flushing, NY 11358-1100
Attn: Alexis Soterakis, Esq.

Any party may, by Notice given as above provided, designate different or additional address(es) or addressee(s) for Notices.

In addition to the foregoing, any party may, from time to time, request in writing that the other parties serve a copy of any Notice on one other person or entity designated in such request, such service to be effected as provided in subparagraph FIFTH hereof.

SIXTH: This Agreement may not be modified or terminated orally, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

SEVENTH: The covenants and agreements herein contained shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the successors in interest of the parties hereto.

EIGHTH. The parties agree that in any action or proceeding brought on, under or by virtue of this Agreement, each party hereby waives trial by jury.

NINTH: Notwithstanding anything to the contrary contained herein, the liability of the Owner under this Agreement shall be recourse only to its then interest in the Property and its interest under the Ground Lease, and in no event shall Tenant look to any disclosed or undisclosed principal of the Owner, or the assets of any member or partner of the Owner, for the performance of the Owner's covenants and agreements contained herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**OWNER**:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark, its sole member

By: _____
Name: _____
Title: _____

**TENANT**:

URBAN FRESH CORP.

By: _____
Name: _____
Title: _____

EXHIBIT E

Form of Good Guy Guaranty for Assignee

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LIMITED GUARANTY ( GOOD-GUY )

LANDLORD: Mott Center, LLC

TENANT: _____

PREMISES: 20-02 Mott Avenue, Far Rockaway, New York

In order to induce the aforesaid Landlord to enter into the foregoing Lease and for other valuable considerations, the receipt whereof is hereby acknowledged, the undersigned, hereby makes the following guaranty and agreement with and in favor of the Landlord and its successors and assigns.

1. The undersigned, [jointly and severally] as "Guarantor," guarantees to Landlord, its successors and assigns, that he shall pay to Landlord all rent and additional rent that has accrued or may accrue under the terms of the herein Lease to the later of (A) sixty (60) days following written notice from Tenant specifying the date that it intends on surrendering and vacating the Demised Premises, and (B) the latest date that Tenant shall have completely performed all of the following:

(i) Vacated and surrendered the Demised Premises and delivered the keys to the Landlord pursuant to the terms of this Lease; and

(ii) Paid to the Landlord all Accrued Rent to and including the date which is the later of (a) the actual receipt by Landlord of said Accrued Rent, (b) the surrender of the Premises, or (c) receipt by Landlord of the keys to the Premises.

2. This Guaranty is absolute and unconditional and is a guaranty of payment and not of collection. The parties hereto waive all notice of non-payment, non-performance, non-observance or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned expressly waive and expressly agree that the validity of this Agreement, and the obligation of the Guarantor hereto shall in no way be terminated, affected or impaired by reason of the acts by the Landlord against Tenant of any of the rights or remedies reserved by Landlord pursuant to the performance of the within Lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect, as to any renewal, modification or extension of this Lease. AS A FURTHER INDUCEMENT TO LANDLORD TO CONSENT TO AN ASSIGNMENT OF THIS LEASE AND IN CONSIDERATION THEREOF, LANDLORD AND THE UNDERSIGNED COVENANT AND AGREE THAT IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER LANDLORD OR THE UNDERSIGNED AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, UNDER, OR BY VIRTUE OF THE TERMS OF THIS LEASE OR OF THIS GUARANTEE THAT LANDLORD AND THE UNDERSIGNED SHALL AND DO HEREBY WAIVE TRIAL BY JURY. Further, Guarantor hereby agrees that he shall not interpose any counterclaim of whatever nature or description whatsoever in any proceeding under the terms of the Lease or this Guaranty.

3. This Limited Guaranty shall be construed in accordance with the laws of the State of New York.

4. This Limited Guaranty is commonly referred to as a " Good-Guy Guaranty ".

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Guarantor has executed this Limited Guaranty (Good-Guy) as of the date first above written.

GUARANTOR:

_____

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

On the ___ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

**Exhibit 12.1(a)(2)**

**Dunkin Donuts Agreement**

**EXECUTION VERSION**

**SECOND AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT**

This Second Amendment to Shopping Center Lease Agreement (this "Amendment") is made as of this 23rd day of April, 2018 by and between MOTT CENTER, LLC, a New York limited liability company, having an address at 198-10 Jamaica Avenue, Hollis, New York 11423 ("Landlord") and MOTT AVE. DONUTS LLC, a New York limited liability company, having an address at c/o Cain Management Inc. II, 195 East Avenue, Norwalk, CT 06855 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Shopping Center Lease Agreement dated October 30, 2013, as amended by that certain First Amendment to Lease Agreement dated March 20, 2014 (collectively, the "Original Lease") covering premises containing approximately 2,600 square feet of space (the "Existing Premises") located in the building located at 20-12 Mott Avenue, Far Rockaway, New York (the "Building") in the shopping center at 20-02 Mott Avenue, Far Rockaway, New York, commonly known as the "Far Rockaway Shopping Center"; and

WHEREAS, Landlord is currently in discussions with Redfern FRP LLC (collectively with its affiliates, successors and assigns, "Phipps"), a third-party affordable housing developer, with respect to redeveloping the Shopping Center into a mixed use development of several buildings, containing newly built retail space and affordable housing residential apartments (the "Development") pursuant to one or more ground leases between Landlord, as fee owner, and Phipps as tenant (the "Ground Lease") and, with respect to the Retail Space (as hereinafter defined), one or more subleases between Phipps, as sublandlord, and Landlord, as subtenant ("Master Retail Sublease"); and

WHEREAS, if Landlord pursues such Development with Phipps, the parties anticipate that Landlord will assign the Original Lease, as amended by this Amendment (collectively, this "Lease") to Phipps; and

WHEREAS, if Landlord pursues such Development with Phipps, it shall become necessary for Tenant to vacate the Existing Premises and resume operation of its business in newly constructed space containing approximately 2,600 square feet of space as shown on Exhibit A (the "Replacement Premises") in a building to be constructed by Phipps ("New Building"); and

WHEREAS, if Landlord pursues such Development with Phipps, Phipps may elect to establish condominium ownership structure for one or more buildings in the Development (the "Condominium Conversion"), in which the retail space owned by Landlord in such building (the "Retail Space") and the residential space owned by Landlord in such building (the "Residential Space") will comprise separate condominium units (respectively, the "Retail Unit" and the "Residential Unit"); and

WHEREAS, the parties anticipate that Phipps will be granted an option in the Ground Lease to purchase the fee interest in all or a portion of the Development, in which case, if Phipps elects to exercise such option, the Ground Lease would be terminated with respect to the purchased portion of the Development, and Landlord would retain fee ownership of only the Retail Unit after the Condominium Conversion; and

WHEREAS, the parties hereto desire to set forth the terms and conditions pursuant to which, if Landlord were to elect to proceed with the Development, the Lease would be modified to induce Tenant to vacate the Existing Premises and, following construction of the same, relocate to the Replacement Premises within the Development,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Defined Terms.

(a) All capitalized terms not defined herein shall have the meanings attributed to them in the Original Lease.

(b) Terms defined in the Preamble and Recitals have their assigned meanings, and each use of the terms capitalized and defined in this Section 1(b) shall be deemed to refer to, and shall have the following meanings:

"Actual Tax Payment" means the actual amount of Tenant's Tax Payment paid by Tenant for a prior Tax Year.

"Allowance" means an allowance of Five Hundred Thousand Dollars ($500,000).

"Base Insurance Year for Replacement Premises" means the Calendar Year in which the White Box Condition Notice is given.

"Base Tax Year for Replacement Premises" means the Tax Year in which the White Box Condition Notice is given.

"Closure Period" means the period commencing upon the date on which the Existing Premises is vacated by Tenant following receipt of a Notice to Vacate and ending upon the Substantial Completion Date.

"Commencement Date for Replacement Premises" shall mean the Substantial Completion Date.

"Condominium" means the condominium that Phipps may create for ownership of the New Building in which the Replacement Premises is located.

"Condo Board" means the board of managers of the Condominium.

"Condominium Documents" means the declaration, by-laws and rules and regulations of the Condominium, as the same may be amended from time to time.

"Development Common Areas" means all areas and facilities within the New Building or the Development which are made available, from time to time, for the non-exclusive use, convenience and benefit of all tenants and occupants of the New Building or the Development, as applicable, their employees, agents and invitees, other than the Retail Space Common Areas.

"ICAP" means the Industrial and Commercial Abatement Program of the City of New York.

"Initial Allowance Payment" means a portion of the Allowance equal to $250,000.

"Land" means the land on which the New Building shall be situated.

"Landlord's Insurance" means commercial property, commercial general liability, and all other insurance with respect to the Retail Space, as well as all other insurance

deemed necessary or appropriate by Landlord and/or, in the event of a Condominium Conversion, Condo Board from time to time, in such reasonable amounts as determined by Landlord and/or, in the event of a Condominium Conversion, Condo Board from time to time.

"Lease Year for Replacement Premises" means a period of twelve (12) consecutive months. The first Lease Year for Replacement Premises shall commence on the Substantial Completion Date.

"Notice to Vacate" means a notice that Landlord has the right to deliver to Tenant requiring Tenant to vacate the Existing Premises and cease all operations therein.

"Parking Facilities" means the subterranean parking facilities in the New Building that shall in part be allocated to the Retail Space.

"Program" means any incentive program for governmental benefits in connection with the Development.

"Retail Space Common Areas" means all areas and facilities within the Retail Space or Retail Unit and appurtenant Condominium common elements which are made available, from time to time, for the non-exclusive use, convenience and benefit of all tenants and occupants of the Retail Space or Retail Unit, their employees, agents and invitees.

"Retail Space Insurance" means the direct or indirect costs incurred by Landlord for insurance coverage for the Retail Space or Retail Unit.

"Substantial Completion Date" means the date that Phipps or Landlord gives notice to Tenant that Phipps has substantially completed construction of the Replacement Premises in the White Box Condition.

"Tenant Allowance Request" has the meaning set forth in Section 7(b) of this Amendment.

"Tenant's Proportionate Share of Costs for Replacement Premises" means 2.8%, representing, on a square foot basis, the relationship of the approximately 2,600 square feet of space in the Replacement Premises and the approximately 92,184 square feet of space in the Retail Space.

"Tenant's Reopening Work" means the work being performed by Tenant to complete the Replacement Premises, and install fixtures and equipment as necessary to open the Replacement Premises to the general public for the Permitted Use.

"Tenant's Tax Payment" means Tenant's Proportionate Share of Costs for Replacement Premises of the amount by which the Real Estate Taxes for a Tax Year exceeds the Real Estate Taxes for the Base Tax Year for the Replacement Premises.

"Vacate Date" means the date set forth in the Notice to Vacate by which Landlord requires Tenant to vacate the Existing Premises and cease all operations therein.

"White Box Condition" means the delivery of the Replacement Premises in the condition described in Exhibit B annexed hereto.

"White Box Condition Notice" means the notice that Landlord shall send to Tenant stating the approximate Substantial Completion Date.

2. Tenant's Obligation to Vacate. Landlord has the right to deliver to Tenant a Notice to Vacate the Existing Premises, which Notice to Vacate shall be delivered to Tenant not less than sixty (60) days prior to the date asbestos removal and/or demolition of the Existing Premises is expected to commence. The Notice to Vacate shall stipulate that within sixty (60) days after the date of the Notice to Vacate, Tenant will cease all operations in the Existing Premises, vacate the Existing Premises, return all keys to the Existing Premises, leave the Existing Premises in the condition required by Section 21.01 of the Original Lease and deliver the estoppel certificate and Subordination and Recognition Agreement as further set forth herein. Notwithstanding the provisions of Section 21.01 of the Original Lease, Landlord shall not request that Tenant remove any alterations, improvements or additions to the Existing Premises. Upon vacating, the Existing Premises shall be free of inventory, including perishable goods, and trade fixtures. Any personal property that Tenant fails to remove shall be deemed abandoned by Tenant and Landlord may dispose of such property in any manner that it sees fit. No later than the Vacate Date, Landlord and Tenant each shall execute and deliver (i) an estoppel certificate in the forms annexed as Exhibits C-1 and C-2 raising no defaults or disputes, and (ii) Landlord, Tenant and Phipps shall execute and deliver a Subordination and Recognition Agreement in the form annexed as Exhibit D. If Tenant has not executed and delivered the estoppel certificate or the Subordination and Recognition Agreement by the date that is five (5) days prior to the Vacate Date, then Landlord shall deliver a second notice to Tenant notifying Tenant that such estoppel certificate and Subordination and Recognition Agreement shall be executed by Tenant and delivered to Landlord no later than the Vacate Date. Provided Tenant has executed the estoppel certificate and Subordination and Recognition Agreement and vacated and delivered the Existing Premises to Landlord in accordance with this Paragraph 2 in all respects, then Landlord shall deliver the Initial Allowance Payment to Tenant on the Vacate Date. If Tenant fails to vacate the Existing Premises on or before the Vacate Date, TIME BEING OF THE ESSENCE as of the Vacate Date and execute the above referenced estoppel certificate and subordination and recognition agreement, such failure shall be an Event of Default under the Lease, Tenant shall not be entitled to the Initial Allowance Payment, and Landlord shall have the immediate right to pursue all rights and remedies available to it.

3. Closure Period. All rights and obligations of Tenant under the Lease shall cease during the Closure Period and resume upon the Substantial Completion Date or such earlier date that Tenant takes occupancy of the Replacement Premises.

4. White Box Condition. During the Closure Period, Landlord shall, at no cost to Tenant, cause Phipps to construct the Replacement Premises in the White Box Condition. Not less than forty-five (45) days prior to the Substantial Completion Date, Landlord shall deliver to Tenant the White Box Condition Notice. Notwithstanding the foregoing, Tenant shall be solely responsible for all costs, fees and expenses of its employees, contractors, consultants, agents and the like. The New Building shall have valet parking for the Retail Space and the Residential Space in the Parking Facilities that complies with Legal Requirements. Tenant shall conduct all loading and unloading of deliveries from Redfern Avenue and Mott Avenue, which are immediately adjacent to the Replacement Premises. Tenant acknowledges that (i) the New Building may not have a temporary certificate of occupancy on the Substantial Completion Date, and (ii) the Parking Facilities may not be substantially completed and available to customers on the Substantial Completion Date. Neither Landlord nor Phipps shall be subject to any claim or penalty as a result of such conditions.

5. Delivery of Replacement Premises. On the Substantial Completion Date, Landlord shall deliver possession of the Replacement Premises to Tenant.

6. Tenant's Reopening Work. Tenant shall perform Tenant's Reopening Work in accordance with Section 14.03 of the Lease and the Work Agreement annexed hereto as Exhibit E. Tenant shall coordinate and cooperate with Phipps' general contractor or construction manager in order to complete Tenant's Reopening Work expeditiously and without interfering with construction of the Development.

7. Tenant's Allowance.

(a) Landlord shall provide the Allowance to Tenant to be used towards the actual construction costs, and Tenant's "soft costs" incurred by Tenant to perform Tenant's Reopening Work, such as costs relating to its design, engineering, architectural plans and specifications, and permitting. The Allowance may not be used for costs such as moving expenses, inventory, or marketing expenses.

(b) Following the Substantial Completion Date, provided that Tenant is not then in default beyond applicable notice and cure periods under the terms of this Lease, Landlord agrees to pay any Requested Sum to Tenant, not to exceed, in the aggregate (including the Initial Allowance Payment), the amount of the Allowance. Landlord shall pay the Requested Sum to Tenant within ten (10) days following the date on which Landlord receives a complete Tenant Allowance Request (the "Tenant Allowance Request") and Tenant has given Landlord an opportunity, which may be exercised in Landlord's sole discretion, to inspect the Tenant's Reopening Work that is the subject of the Tenant Allowance Request. Landlord shall make a representative available to conduct an inspection on not less than three (3) business days' notice from Tenant. Tenant shall not submit such a request for a Requested Sum more than once in any calendar month. A Tenant Allowance Request shall include the following information: (i) a written request from Tenant requesting any sum of money from the Allowance (but in no event, in the aggregate, exceeding the remaining balance of the Allowance) (the "Requested Sum"), provided that Tenant shall submit such a request for a Requested Sum no more than once per month, (ii) invoices marked "paid" from specific contractors or suppliers/materialmen/vendors for specific work completed, or supplies/materials/equipment furnished in connection with Tenant's Reopening Work, in the aggregate amount equal to the Requested Sum, (iii) partial waivers of mechanics liens from said contractors or suppliers/materialmen for the work performed conditioned upon receipt of payment, or supplies/materials furnished by such contractors or suppliers/materialmen relating to such invoices, and (iv) Tenant executes and delivers an estoppel certificate in the form annexed as Exhibit C-2 that raises no defaults or disputes. In the event that Landlord raises any questions or objections concerning the Requested Sum or the completed portion of Tenant's Reopening Work that Landlord believes in good faith violate the provisions of this Lease, such questions or objections shall be reasonably addressed by Tenant before payment of the Requested Sum.

(c) In the event that the aggregate of the Initial Allowance Payment and all Requested Sums is less than the Allowance, then Landlord shall pay to Tenant the remaining balance of the Allowance upon satisfaction of the following conditions:

(i) The Replacement Premises have been completed according to all applicable law, the plans and specifications approved by Landlord, and this Lease;

(ii) Tenant shall not be in default beyond applicable notice and cure periods under any terms, covenants or conditions of this Lease on Tenant's part to be observed or performed;

(iii) Tenant has furnished Landlord with (1) if a general contractor was retained, an affidavit and lien waiver that complies with the mechanic's lien law of the State of New York, showing that the general contractor has been paid for all work, material and labor furnished for said Replacement Premises; (2) a copy of the Certificate of Occupancy for the Replacement Premises (which may be a temporary Certificate of Occupancy provided that Tenant shall use reasonable diligence to thereafter obtain the permanent Certificate of Occupancy and maintain the temporary Certificate of Occupancy in full force and effect pending receipt of the permanent Certificate of Occupancy); and (3) copies of all properly filed applications and permits for the Replacement Premises and all sign-offs and approvals from all applicable governmental authorities; and

(iv) Tenant executes and delivers an estoppel certificate in the form annexed as Exhibit C-2 that raises no defaults or disputes.

8. Contingencies. Notwithstanding any provision to the contrary set forth in this Amendment, in the event (i) Landlord and Phipps fail to reach agreement on the rights and obligations of each party with respect to the Development on terms acceptable to Landlord and Phipps in their sole discretion including an agreement by Phipps to pay Landlord for a portion of the Allowance due to Tenant hereunder by June 30, 2019, (ii) Landlord and Phipps fail to execute the Ground Lease and related documents no later than June 30, 2019, or (iii) the City of New York initiates the process to condemn the Existing Premises or Land, then Landlord shall have no right to deliver the Notice to Vacate to Tenant, and Landlord or Tenant may terminate this Amendment by written notice to the other. Notwithstanding the foregoing, if Landlord or Tenant terminates this Amendment in accordance with this Section 8, then the Original Lease shall remain in full force and effect. In such an event, this Amendment shall be void ab initio and of no further force or effect. In addition, Landlord's obligations to perform under this Amendment are contingent on Tenant timely vacating the Existing Premises, in accordance with the Notice to Vacate. In the event that Tenant fails to timely vacate the Existing Premises, then Landlord shall have the right to terminate this Lease by notice to Tenant.

9. Shopping Center. Effective as of the date of the Notice to Vacate, Section 1.01(a) of the Lease, containing the definition of "Shopping Center," shall be deleted in its entirety. Except as provided in this Amendment, any references to "Shopping Center" in the Lease shall refer to the Retail Space or Retail Unit or the Development, as the context may require.

10. Premises. Effective as of the date of the Notice to Vacate, Section 1.01(b) of the Lease, containing the definition of "Premises," shall be deleted in its entirety. Any references to "Premises" in the Lease shall refer to the Replacement Premises.

11. Term. Effective as of the date of the Notice to Vacate, notwithstanding the definition of "Term" in Section 1.01(f) of the Lease, "Term" shall mean the period commencing on the Commencement Date for Replacement Premises and, unless the Lease Term is extended pursuant to the terms of Section 31 of this Amendment, expiring on the last day of the tenth ($10^{th}$) Lease Year for Replacement Premises.

12. Rent Commencement Date. Effective as of the date of the Notice to Vacate, notwithstanding the definition of Rent Commencement Date in Section 1.01(g) of the Lease, "Rent

Commencement Date" shall mean the date that is one hundred twenty (120) days following the Substantial Completion Date.

13. Minimum Rent. Effective as of the Commencement Date for Replacement Premises, the definition of "Minimum Rent" in Section 1.01(i) of the Lease shall be deleted in its entirety and replaced with the following:

> "Minimum Rent": One Hundred and Thirty Thousand Dollars ($130,000.00) for the first Lease Year for Replacement Premises payable in monthly installments of Ten Thousand Eight Hundred and Thirty-Three Dollars and 33/100ths ($10,833.33). Commencing on the expiration of the first Lease Year for Replacement Premises and upon the expiration of each Lease Year for Replacement Premises thereafter, Minimum Rent shall increase by three percent (3%) per annum. On or after the Commencement Date for Replacement Premises, at the request of Landlord or Tenant, Tenant and Landlord shall execute, in a form reasonably satisfactory to Landlord and Tenant, a letter or other agreement confirming the Commencement Date for Replacement Premises and expiration date of the Term.

14. Landlord's Notice Address. The definition of "Landlord's Notice Address" set forth in Section 1.01(t) of the Lease is hereby deleted in its entirety and replaced with the following:

"Landlord's Notice Address"

Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

With a copy to:

Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attention: Martin P. Miner, Esq.

15. Landlord's Address for Payment of Rent. The definition of "Landlord's Address for Payment of Rent" set forth in Section 1.01(u) of the Lease is hereby deleted in its entirety and replaced with the following:

"Landlord's Address for Payment of Rent":

Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

16. Tenant's Proportionate Share of Costs. Effective as of the date of the Notice to Vacate, the provisions of Section 4.04 shall remain in full force and effect except (i) references to "Base Tax Year" shall mean the Base Tax Year for Replacement Premises, (ii) references to "Shopping Center Insurance" shall mean Retail Space Insurance, (iii) references to "Base Insurance Year" shall mean Base Insurance Year for Replacement Premises, and (iv) references to "Tenant's Proportionate Share of Costs" shall mean Tenant's Proportionate Share of Costs for Replacement Premises.

17. Common Areas. Notwithstanding the provisions of Article VI of the Original Lease, after the date of the Notice to Vacate, the Common Areas referred to in Article VI shall be deemed to refer to Development Common Areas which shall be under the exclusive control and management of Phipps and/or the Condominium Board, and the Retail Space Common Areas which shall be under the exclusive control and management of Landlord. Notwithstanding the provisions of Section 6.03 of the Original Lease, Tenant's customers shall have the non-exclusive right, in common with other tenants of the Retail Space, to use the portion of the Parking Facilities allocated to the Retail Space solely for the purpose of customers who are shopping in the Retail Space. The Parking Facilities are not to be used by Tenant's employees or vendors. Use of the Parking Facilities is subject to the right of Phipps and, in the event of a Condominium Conversion, the Condo Board to resurface, restripe or otherwise maintain such Parking Facilities as they deem necessary. Except for Tenant's obligation to pay CAM Costs and Real Estate Taxes as provided in the Original Lease and this Amendment, neither Tenant's customers nor Tenant shall be required to pay Landlord or any other third party for use of the Parking Facilities for up to two hours provided that Tenant's customers validate their patronage of the Replacement Premises. Landlord agrees further that it will exercise its best efforts to ensure that such Parking Facilities are not eliminated and that the capacity of such Parking Facilities are not substantially reduced for retail customer parking. To the extent that Landlord (and not Phipps or the Condo Board) control any agreement for use of all or any portion of the Parking Facilities for the Retail Space, Landlord shall cause the operator of the Parking Facilities, during the Term of this Lease, to permit customers of the Retail Space to validate their parking for a two hour maximum period of free parking. In the event that Phipps or the Condo Board control the agreement for use of all or any portion of the Parking Facilities for the Retail Space, and Phipps or the Condo Board adversely modify the right of customers of the Retail Space to validate their parking for a two hour maximum period of free parking, then Landlord shall permit Tenant, in the name of Landlord if required by applicable law, to pursue whatever rights in law or equity that Landlord may have against Phipps or the Condo Board. Except for granting Tenant such right to pursue remedies against Phipps and/or the Condo Board, Landlord shall have no liability or obligations with respect to the obligations of Phipps and/or the Condo Board to perform Landlord's obligations under this Lease with respect to parking.

18. CAM Costs. Effective as of the date of the Notice to Vacate, references in the definition of CAM Costs or Common Area Maintenance Costs set forth in Section 6.04(a) of the Original Lease to "Common Areas" shall be deemed to refer to the Development Common Areas and/or the Retail Space Common Areas. CAM Costs shall include the costs and expenses described in Section 6.04(a), whether incurred directly by Landlord or indirectly by Phipps and/or the Condominium Board charging such costs to Landlord.

19. Actual CAM.

(a) Effective as of the date of the Notice to Vacate, Section 6.04(b) of the Original Lease shall be deleted in its entirety and replaced with the following: "Beginning on the Rent Commencement Date and continuing throughout the remainder of the Term of this Lease, Tenant shall be required to pay to Landlord Tenant's Proportionate Share of Costs for the Replacement Premises of CAM Costs ('Actual CAM'), which shall be payable within thirty (30) days of an invoice for the same."

(b) References in the Lease to "Fixed CAM" are deleted as of the date of the Notice to Vacate and replaced with "Actual CAM."

20. Real Estate Taxes. Effective as of the date of the Notice to Vacate, the Real Estate Taxes defined in Section 7.01 of the Original Lease shall be deemed to include Real Estate Taxes paid directly by Landlord for the Retail Unit and/or Real Estate Taxes paid indirectly by Landlord as and when charged to Landlord by Phipps with respect to the Retail Space, subject to the inclusions and exclusions set forth in Section 7.01 of the Original Lease. Landlord shall exercise or cause to be exercised commercially reasonable efforts to have Phipps obtain ICAP benefits with respect to the Retail Space (including, without limitation, the Replacement Premises). If obtained, the Real Estate Taxes shall include any pro-rata reduction (determined by Tenant's Proportionate Share of Costs for the Replacement Premises) arising from the application of the ICAP or other Program (as defined herein) to the Retail Space. While Landlord agrees to use commercially reasonable efforts to obtain or cause Phipps to obtain ICAP benefits as hereinabove described, Landlord makes no assurances or representations that it or any other party will obtain any benefits under ICAP for the Retail Space, including, without limitation, the Replacement Premises, or, if it does, the amount thereof or when it will be applicable. Tenant expressly acknowledges and agrees that the Lease and Tenant's obligation to pay Tenant's Proportionate Share of Costs for the Replacement Premises of Real Estate Taxes pursuant to Section 4.04 of the Original Lease as amended by this Amendment is not contingent upon receipt of ICAP benefits. Tenant shall reasonably cooperate with Landlord to timely follow all ICAP procedures and laws, including providing information on workers that are employed by Tenant at the Replacement Premises and permitting inspections of the Replacement Premises by governmental authorities. Landlord reserves the right (but shall not have any obligation) to apply for (or have Phipps apply for) any Program other than ICAP, and Tenant shall reasonably cooperate with Landlord in connection therewith.

21. Tenant's Insurance. Effective as of the date of the Notice to Vacate, Landlord reserves the right to require Tenant to name Phipps, the Condominium Board, and/or any other parties required under the Condominium Documents as additional insureds.

22. Landlord's Insurance. Effective as of the date of the Notice to Vacate, Section 8.03 of the Original Lease shall be amended to require Landlord to maintain Landlord's Insurance.

23. General Operating Requirements. Effective as of the date of the Notice to Vacate, Section 10.01 of the Lease shall be amended as follows:

(a) The first sentence of the first paragraph of Section 10.01 of the Lease shall be amended by deleting "During" and replacing the same with "Except during the Closure Period when Tenant shall cease operations, during."

(b) The second sentence of the first paragraph of Section 10.01 of the Lease shall be amended by adding "and during the Closure Period" after "Force Majeure."

(c) The third sentence of the first paragraph of Section 10.01 of the Lease shall be amended by deleting 'If" and replacing the same with "Except during the Closure Period when Tenant shall cease operations, if"

(d) The fourth sentence of the first paragraph of Section 10.01 of the Lease shall be amended by adding "and during the Closure Period" after "Force Majeure."

(e) The first sentence of the second paragraph of Section 10.01 of the Lease shall be amended by adding "except during the Closure Period" after "Tenant agrees that it shall at all times during the Term."

24. Affirmative Covenants. Effective as of the date of the Notice to Vacate, Section 10.02 of the Lease shall be amended by adding "(other than during the Closure Period)" after "Tenant shall".

25. Negative Covenants. Effective as of the date of the Notice to Vacate, Section 10.03(j) of the Lease is hereby amended by adding "(except in connection with a Notice to Vacate)" after "vacate".

26. Sign Program. Effective as of the date of the Notice to Vacate, the seventh sentence of Section 10.04 of the Lease is hereby deleted in its entirety and replaced with the following: "Landlord agrees, at Tenant's sole cost and expense, to display Tenant's Permitted Name on any exterior signage controlled by Landlord in the Development that lists the names of some or all of the tenants of the Retail Space."

27. Landlord's Right to Enter. Effective as of the date of the Notice to Vacate, the rights reserved to Landlord under Article XIII of the Original Lease to enter the Premises may be exercised by Landlord, Phipps, and/or the Condo Board, subject to the limitations set forth therein with respect to using commercially reasonable efforts to minimize interference with Tenant's business.

28. Maintenance, Alteration and Construction. Effective as of the date of the Notice to Vacate, Article XIV of the Original Lease shall be deemed amended to acknowledge that Landlord, Phipps, and/or the Condo Board may fulfill Landlord's maintenance obligations under Section 14.01.

29. Damage and Destruction. Effective as of the date of the Notice to Vacate, Article XV of the Lease shall be amended as follows:

(a) Section 15.02 of the Lease shall be amended by adding, "or (e) in the event of a Condominium Conversion, pursuant to the Condominium Documents, the Condo Board or the unit owners vote in favor of not restoring the Replacement Premises under the circumstances of such damage or destruction;" before "then, Landlord shall".

(b) Section 15.02(b) of the Lease shall be amended by adding ", Phipps or, in the event of a Condominium Conversion, Condo Board" following "Landlord".

(c) Section 15.03 of the Lease shall be amended by deleting "Building E" and replacing it with "the Retail Space or Retail Unit."

30. Subordination of Lease. Effective as of the date of the Notice to Vacate, the first sentence of Section 17.01 of the Lease shall be deleted in its entirety and shall be replaced with the following:

> "This Lease and the estate of Tenant hereunder shall also be subject and subordinate to any deed of trust, mortgage lien or charge, the Ground Lease, the Master Retail Sublease, or any other encumbrance, restriction or declaration and, in the event of a Condominium Conversion, the Condominium Documents, which now encumbers or which at any time hereafter may encumber the Replacement Premises and/or the Retail

Space (such document and any replacement, renewal, modification, consolidation or extension thereof being hereinafter referred to as an 'Encumbrance')."

31. Events of Default. Effective as of the date of the Notice to Vacate, Section 20.01(a) of the Lease shall be amended by adding "(other than during the Closure Period which shall be expressly permitted hereunder)" after "(iv) except as otherwise expressly permitted hereunder, abandons or ceases to operate the Permitted Use in the Replacement Premises and fails to cure such failure within ten (10) days after notice from Landlord".

32. Option to Extend. Effective as of the date of the Notice to Vacate, the option to extend the Term for the Replacement Premises set forth in Section 25.01 of the Original Lease shall be for the period commencing on the day following the Expiration Date and ending on the sooner to occur of (i) the fifth ($5^{th}$) anniversary of the Expiration Date and (ii) the expiration date of Tenant's franchise agreement with Dunkin' Donuts. Notwithstanding the provisions of Section 25.01(a), (b), (c), (d), (e), and (f) of the Original Lease, the Minimum Rent for the first year of the Lease Option Term shall be set at one hundred three percent (103%) of the Minimum Rent applicable during the year immediately prior to the Option Term, and upon the expiration of the first Lease Year for Replacement Premises and each Lease Year for Replacement Premises thereafter during the Option Term, the Minimum Rent shall increase by three percent (3%) per annum.

33. Guaranty. The Guarantor has joined this Amendment to acknowledge that the Good Guy Guaranty shall remain in full force and effect.

34. Site Plan. Effective as of the date of the Notice to Vacate, Exhibit A of the Lease shall be deleted in its entirety and replaced with Exhibit A attached hereto.

35. Performance by Phipps or Condo Board. Tenant acknowledges that some of Landlord's obligations shall be performed by Phipps under the Ground Lease, or, in the event of a Condominium Conversion, some of Landlord's obligations under this Lease may be performed by Condo Board, and Tenant hereby agrees to accept such performance as if such obligations were performed by Landlord. Landlord shall use commercially reasonable efforts to ensure that Phipps and/or Condo Board perform Landlord's obligations under this Lease. In the event that Phipps and/or the Condo Board fail to perform Landlord's obligations under this Lease, then Landlord shall permit Tenant, in the name of Landlord if required by applicable law, to pursue whatever rights in law or equity that Landlord may have against Phipps or the Condo Board. Except for granting Tenant such right to pursue remedies against Phipps and/or the Condo Board, Landlord shall have no liability or obligations with respect to the obligations of Phipps and/or the Condo Board to perform Landlord's obligations under this Lease.

36. Brokers. Landlord and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Amendment, or in the event Landlord or Tenant have had such dealings, Landlord and Tenant covenant and agree to defend, indemnify, pay and hold each other harmless from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Amendment or the negotiation hereof (including the cost of legal fees in connection therewith).

37. Full Force and Effect. Landlord and Tenant each acknowledge that (i) as modified herein, the Lease is in full force and effect, (ii) there are no offsets or defenses to the Lease, and (iii) neither Tenant nor Landlord is in default of any of the terms of the Lease.

38. Governing Law. This Amendment shall be governed by, and construed in all respects in accordance with, the internal laws of the State of New York (without giving effect to New York's principles of conflicts of law).

39. Counterparts. Signatures to this Amendment transmitted by facsimile or electronically shall be binding on the party transmitting such signatures. Notwithstanding the foregoing, each party agrees to cooperate in the execution and delivery of original counterparts of this Amendment, which, when delivered shall replace and supersede any facsimile or electronic versions of this Amendment. This Amendment may be signed in counterparts, all of which, when taken together, shall constitute a single and enforceable agreement.

40. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

**LANDLORD**:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark, its sole member

By: Elizabeth Farrell
Name:
Title:

**TENANT**:

MOTT AVE. DONUTS LLC

By: _____
Name:
Title:

**JOINED FOR THE PURPOSES OF SECTION 33 OF THIS AMENDMENT:**

_____
Name: Shaun Cain
Title: Guarantor

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

**LANDLORD**:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark, its sole member

By:_____
Name:
Title:

**TENANT**:

MOTT AVE. DONUTS LLC

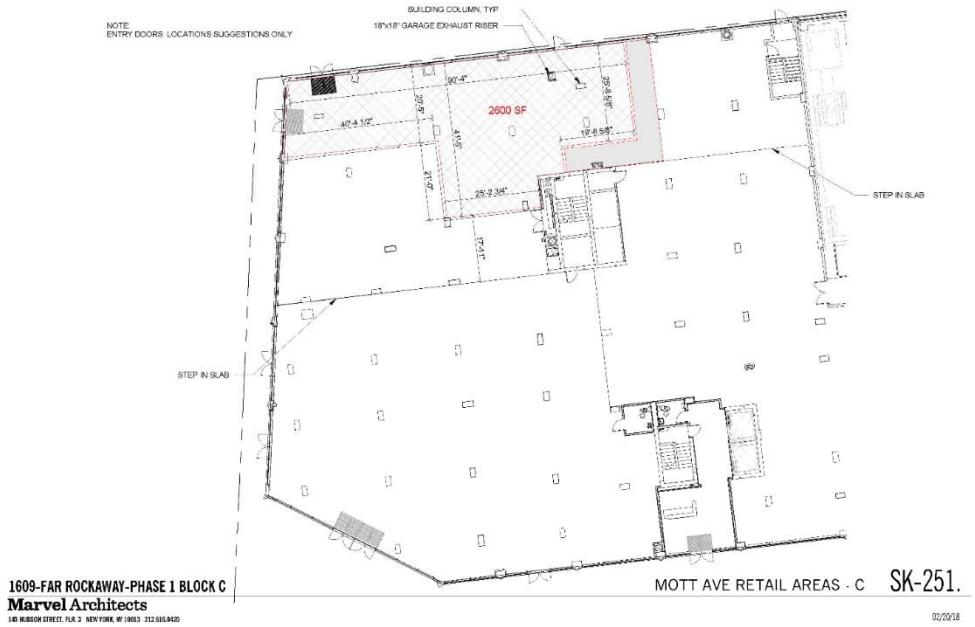
By: _____
Name: Shaun W Cain
Title: Operating Partner

**JOINED FOR THE PURPOSES OF SECTION 33 OF THIS AMENDMENT:**

_____
Name: Shaun Cain
Title: Guarantor

EXHIBIT A

REPLACEMENT PREMISES




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EXHIBIT B

WHITE BOX CONDITION

White Box Work Letter – Dunkin Donuts

**1. Structure**

- The structure will be cast in place concrete.
- Floor slab will be 12" thick, be designed for a live load of 100 psf, and a dead load of tenant finishes of 20 psf.
- Embedded conduit will not be provided in concrete floors/ceilings for Lessee architectural finishes such as lighting, security, outlets…etc.
- Floor slab is specified to achieve a FF 17 (Flatness F-Number = 17), or ¼" in 10'
- Any fire stopping required by code for utilities entering this space shall be the responsibility of the lessor.
- Concrete columns will be left exposed.
- There will be construction markings on the floors, columns, and ceilings at the time of turnover. Lessee is responsible for the removal of said markings if finished concrete is part of the architectural appearance of the Lessee's space.
- Floor will be unfinished concrete slab, poured to the same elevation as the point of entry elevation.

**2. Demising Walls**

- Demising wall between Tenant and Residential Spaces shall be 8" filled CMU or poured concrete. It will have a two-hour Fire rating and an STC rating of 50.
- Demising wall between Tenant and other Tenants shall be gypsum wall board on metal stud (16 ga, or as specified by engineer) construction. It will have a two-hour Fire rating and an STC rating of 50.
- Fire stopping as required by building codes, of any penetrations thru demising walls, elevator shaft walls, MEP shafts / chases for utilities provided to the tenant by the owner as part of this agreement shall be the responsibility of the Lessor.

**3. Storefront / Façade**

- Storefront and doors to be designed and constructed by Lettire Construction Corp.
- Storefronts system shall incorporate insulated glass and thermally broken frames, approved by Marvel Architects
- Fenestration shall be as depicted in Exhibit B.

**4. Mechanical**

- All ventilation, exhaust, smoke control, air conditioning heating systems and other applicable mechanical services applicable to this use are to be engineered, supplied and installed by the Lessee subject to Landlord's approval.
- Building MEPS systems will be designed to accommodate design and installation of an HVAC system as follows:
- Louvers – Refer to mechanical floorplans for free area of louvers.
- Capped water connection will be provided in the retail space for the Lessee's use.
- DX air conditioning unit; Air cooled, self-contained, sized per required loads and VAV terminal boxes as required (By Lessee)
- Hot water baseboard heat at perimeter glass only (By Lessee).

**5. Electrical and Low Voltage Systems**

- Electric - One (1) 400 amp three phase electric service from direct meter. Lessor will install switchgear in location to be determined by Lessor. Lessee to provide all distribution; distribution panels, wiring, and conduits from the switchgear. Electric

usage to be billed directly to Lessee by Con Ed.

- Phone / data – Lessor to provide one (1) 2' conduit to the telecommunication room.

Lessee to provide all phone / data conduit, wiring, equipment and devices for their use.

- Light fixtures will be installed in the retail space only as required by the NYC DOB to obtain a TCO for the building; it will be the responsibility of the Lessee to remove same, if required, during construction in the retail space.

**6. Plumbing**

- Gas – Lessor to provide one locked gas line in meter room for lessee's use if required. Lessee will supply and install gas meter, booster pump if required, piping form meter room and will be responsible for all National Grid and NYC DOB sign-offs. (need agreed upon path)
- Domestic Water – Master domestic water service meter will be sub-metered to enable billing for Lessee's usage. It shall be the responsibility of the Lessee to provide piping from the sub-meter to the retail space. Lessee is responsible for equipment necessary for domestic hot water.
- Sanitary Vent A capped vent line will be provided in the retail space for the Lessee's use. (Location to be coordinated).
- Sanitary – A capped sanitary line will be provided in the retail space for the Lessee's use. (Location to be coordinated).
- Sprinkler – Lessor to provide one (1) dedicated sprinkler zone control assembly including drain in accordance with applicable building codes. (Location to be coordinated).
- A sprinkler loop with upright heads will be installed in the retail space, connected to a sprinkler control zone valve assembly in main building only as required to obtain a TCO for the building. It will be the lessee's responsibility to design, install/ implement their own sprinkler system tied into the main building sprinkler system as listed below.

**7. Fire Alarm**

- The Lessee will be responsible for the Engineering, supply, installation and approval by the NYCFDNY & NYC DOB system and that of the building FA System shall have reciprocal supervisory capability.

**8. Construction**

- The Lessee shall coordinate all design & construction with the Lessor. Lessee's construction plans are subject to review by Developer's architect and review and approval by Lessor. In no case shall the construction activities infringe on the Lessor's efforts to obtain a TCO for the building. Lessee will engage non-union labor during such periods of time as Developer is performing construction work.

**9. Signage and canopy**

- Lessee to purchase and install signage, canopy, and all required support systems subject to Lessor's approval. Lessor to provide zoning restrictions, and any restrictions from Owner.

EXHIBIT C-1

**LANDLORD ESTOPPEL CERTIFICATE**

The undersigned, as landlord ("Landlord"), under that certain Shopping Center Lease Agreement, dated October 30, 2013, as amended (the "Lease"), between Landlord and Mott Ave. Donuts LLC, a New York limited liability company, as tenant ("Tenant"), does hereby certify to Landlord as follows:

1. The Lease has not been amended, modified, or assigned, except as set forth on Schedule A. The Lease is in full force and effect as modified.

2. Landlord is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Landlord under the Lease.

3. To Landlord's knowledge, Tenant is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Tenant under the Lease.

4. The date to which Rent (as such term is defined in the lease) is paid is _____.

5. The amount of Minimum Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

6. The amount of Additional Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

7. The amount of charges, other than Minimum Rent and Additional Rent paid in advance to Landlord is $_____.

[*Signatures on following page*]

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of _____.

LANDLORD

Mott Center, LLC,
A New York limited liability company

By: Jamaica Avenue Property Management, LLC, its Manager

By: Estate of Fred Stark, its sole member

By:_____
Name:
Title:

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Schedule A

1. First Amendment to Lease, dated March 20, 2014.
2. Second Amendment to Lease Agreement, dated April 23, 2018.
3. [*insert any further modifications to Lease*]

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EXHIBIT C-2

**TENANT ESTOPPEL CERTIFICATE**

The undersigned, as tenant ("Tenant"), under that certain Shopping Center Lease Agreement, dated October 30, 2013, as amended (the "Lease"), between MOTT CENTER, LLC, a New York limited liability company, as landlord ("Landlord") and Tenant, as tenant, does hereby certify to Landlord as follows:

1. The Lease has not been amended, modified, or assigned, except as set forth on Schedule A. The Lease is in full force and effect as modified.

2. To Tenant's knowledge, Landlord is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Landlord under the Lease.

3. Tenant is not in default under the Lease, and no event has occurred which, after notice or expiration of time or both, would constitute a default by Tenant under the Lease.

4. The date to which Rent (as such term is defined in the lease) is paid is _____.

5. The amount of Minimum Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

6. The amount of Additional Rent (as such term is defined in the Lease) paid in advance to Landlord is $_____.

7. The amount of charges, other than Minimum Rent and Additional Rent paid in advance to Landlord is $_____.

[*Signatures on following page*]

#53883258_v10

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of _____.

TENANT

Mott Ave. Donuts LLC,
A New York limited liability company

By:_____
Name:
Title:

#53883258_v10

Schedule A

1. First Amendment to Lease, dated March 20, 2014
2. Second Amendment to Shopping Center Lease Agreement, dated April 23, 2018

[*insert any further modifications to Lease*]

#53883258_v10

EXHIBIT D

SUBORDINATION AND RECOGNITION AGREEMENT

#53883258_v10

**Subordination and Recognition Agreement**

SUBORDINATION AND RECOGNITION AGREEMENT ("Agreement") dated _____, 20__ between Mott Center, LLC, a New York limited liability company, c/o Estate of Rita Stark, 198-10 Jamaica Avenue, Hollis, New York 11423 ("Owner") and Mott Ave. Donuts LLC, a New York limited liability company, having an address at c/o Cain Management Inc. II, 195 East Avenue, Norwalk, CT 06855 ("Tenant").

**W I T N E S S E T H :**

WHEREAS, pursuant to that certain Ground Lease dated _____ (the "Ground Lease"), between Owner and Redfern FRP LLC (the "Landlord"), Owner leased to Landlord the land and improvements commonly known as 20-02 Mott Avenue, Far Rockaway, New York ("Property");

WHEREAS, pursuant to that certain Shopping Center Lease Agreement dated October 30, 2013, as amended by that certain First Amendment to Lease dated March 20, 2014, (the "Lease"), Owner leased to Tenant certain premises containing approximately 2,600 square feet of space located at the Property (the "Premises");

WHEREAS, Owner assigned the Lease to Landlord pursuant to that certain Assignment and Assumption of Lease dated _____, between Owner and Landlord; and

WHEREAS, at the request of the Landlord, the Owner is willing to enter into this Agreement with the Tenant, upon the terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and agreement set forth herein and One ($1.00) Dollar by each paid to the others, the parties agree as follows:

FIRST: Owner agrees that so long as the Tenant shall not then be in default under the Lease and the time to cure such default shall not have expired:

(a) Neither Tenant nor any person claiming through or under Tenant shall be named or joined as a party defendant in any action, suit or proceeding which may be instituted or taken by Owner for the purpose of terminating the Ground Lease by reason of any default or event of default thereunder, unless applicable law requires the Tenant to be made a party thereto as a condition to proceeding against the Tenant or to protect the Owner's rights, provided, however, such joinder either shall not result in the termination of the Lease, or if it does result in the termination of the Lease, Owner and Tenant shall enter into a new Lease for the remainder of the terms of the Lease on the same terms as set forth in the Lease; and

(b) Neither Tenant nor any person claiming through or under Tenant shall be evicted from the Premises, nor shall the leasehold estate or possession of Tenant or any person claiming through or under Tenant to use and occupy the Premises be terminated or

disturbed, nor shall any of the rights of Tenant or any person claiming through or under Tenant be affected in any way, by reason of any default or event of default under the Ground Lease.

SECOND: Subject to the provisions of this agreement, Tenant agrees that the Lease is and shall be subject and subordinate to the Ground Lease and all renewals, amendments, modifications, consolidations, replacements and extensions thereto. Said subordination is to have the same force and effect as if the Ground Lease and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and-any notice thereof.

THIRD: If, at any time the Owner (or any person, or such person's successors or assigns, who acquires the interest of Landlord as lessor under the Lease through the expiration, termination or cancellation of the Ground Lease) shall succeed to the right of Landlord as lessor under the Lease as a result of a default or event of default under the Ground Lease, and if Tenant is not then in default under the Lease beyond the time permitted therein to cure such default, then (i) the Lease shall not terminate, (ii) Tenant shall attorn to and recognize such person (herein sometimes called "Successor Landlord") so succeeding to Landlord's rights as Tenant's lessor under the Lease, upon the then executory terms and conditions of the Lease and as hereinafter provided in this Article THIRD, and (iii) Successor Landlord shall accept such attornment and recognize Tenant as the Successor Landlord's lessee under the Lease. Upon such attornment and recognition, the Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the then executory terms, conditions and covenants as are set forth in the Lease and which shall be applicable after such attornment.

FOURTH: Owner hereby consents, acknowledges and agrees to the Lease.

FIFTH: Any notices or other communications (collectively in this Paragraph FIFTH called "Notices") required or permitted to be given by the terms and provisions of this Agreement, shall be in writing and shall be given by: (i) United States mail, postage prepaid as certified mail, return receipt requested, or (ii) nationally recognized overnight courier service (such as Federal Express) with receipt requested, or (iii) personal delivery with acknowledgment of receipt requested. Notices shall be sent and deemed given when (x) personally delivered or via overnight courier, then upon receipt (or the date delivery is refused) by the receiving party or, (y) if mailed, then three (3) business days after being postmarked. Any Notice shall be addressed to the parties hereto, as follows:

If to the Owner: Mott Center, LLC
198-10 Jamaica Avenue
Hollis, New York 11423

With a copy to: Holland & Knight LLP
31 West 52nd Street
New York, New York 10019
Attn: Martin P. Miner, Esq.

And a second copy to: Holland & Knight LLP

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31 West 52nd Street
New York, New York 10019
Attn: Rita Dattola, Esq.

If to Tenant: c/o Cain Management Inc. II
195 East Avenue
Norwalk, CT 06855

Any party may, by Notice given as above provided, designate different or additional address(es) or addressee(s) for Notices.

In addition to the foregoing, any party may, from time to time, request in writing that the other parties serve a copy of any Notice on one other person or entity designated in such request, such service to be effected as provided in subparagraph FIFTH hereof.

SIXTH: This Agreement may not be modified or terminated orally, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

SEVENTH: The covenants and agreements herein contained shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the successors in interest of the parties hereto.

EIGHTH. The parties agree that in any action or proceeding brought on, under or by virtue of this Agreement, each party hereby waives trial by jury.

NINTH: Notwithstanding anything to the contrary contained herein, the liability of the Owner under this Agreement shall be recourse only to its then interest in the Property and its interest under the Ground Lease, and in no event shall Tenant look to any disclosed or undisclosed principal of the Owner, or the assets of any member or partner of the Owner, for the performance of the Owner's covenants and agreements contained herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

**OWNER**:

MOTT CENTER, LLC

By: Jamaica Avenue Property Management, LLC
Its Manager

By: Estate of Fred Stark, its sole member

By: _____
Name: _____
Title: _____

**TENANT**:

MOTT AVE. DONUTS LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

WORK AGREEMENT

This Exhibit E is attached to, and made a part of, that certain Second Amendment to Shopping Center Lease Agreement (the "Amendment"), of even date herewith, by and between Landlord and Tenant. Any terms used in this Exhibit E that are defined in the Amendment or the Lease shall have the meanings set forth therein.

The purpose of this Exhibit B is to set forth the obligations of Tenant with respect to the Tenant's Work and the construction and installation of tenant improvements in the Replacement Premises.

## I. DESCRIPTION OF TENANT'S WORK

Tenant, at Tenant's sole expense, will cause all planning, design, development and construction to be performed as necessary to complete the renovation of the Replacement Premises constructed in substantial compliance with Tenant's plans and specifications which are subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed (collectively, the "Tenant's Work"). Tenant's acknowledges and agrees that Tenant's plans and specifications shall include such security gates as Landlord shall require, in conformity with Landlord's design, as such security gates shall be the same for all tenants in the Development.

## II. APPROVALS AND PERMITTING; AGENTS

Tenant shall be responsible for getting approvals and permits from applicable governmental agencies for Tenant's Work and for obtaining the certificate of occupancy, certificate of completion, or equivalent.

## III. COST OF TENANT'S WORK

A. Subject to receipt of the Allowance, Tenant shall pay all costs and expenses of Tenant's Work, including without limitation, all soft and hard costs (including without limitation, all costs incurred by Landlord's professionals in connection with its review and approval of any Tenant's Work plans, documents, or other related materials).

B. Tenant shall deliver promptly to Landlord, upon Landlord's request, copies of all actual contracts, statements, bills and invoices for Tenant's Work. To the extent required in connection with Section 19 of the Amendment, Landlord and Landlord's Agent shall have the right to examine, copy and audit any and all books and records of Tenant regarding Tenant's Work, including, but not limited to, original invoices, originals of executed contracts, original cancelled checks, general ledgers and books of original entry, for the purpose of verifying the accuracy of any statement furnished by Tenant to Landlord or Landlord's Agent. Tenant shall be required to retain the books and records required herein, at its main office or such other location within New York City as it may designate, for six (6) years after the period to which they relate.

## IV. DESCRIPTION OF TENANT'S WORK

A. Tenant hereby agrees, at its sole cost and expense, to construct all improvements to the Replacement Premises necessary to construct a prototypical, new Dunkin Donuts and Baskin Robbins store, meeting all franchise requirements as of the Substantial Completion Date and all other work required to enable Tenant to properly use the Replacement Premises for the Permitted Use, all of such improvements referred to as "Tenant's Work".

B. Tenant, at its sole cost and expense, shall apply for and "diligently pursue" (hereinafter defined), Tenant's permit to fixture and stock the Replacement Premises (the "Tenant Permit"). The term "diligently pursue," as used in this paragraph, shall include payment of all fees and charges, providing all requested information and data to the governmental agencies in a timely manner, responding to any questions or comments from the governmental authorities in a timely manner, and otherwise cooperating with the governmental agencies in an expeditious manner.

C Tenant shall provide evidence of insurance as required under the Lease with a company or companies authorized to transact business in the State of New York as called for herein. Tenant shall secure, pay for, and maintain, and cause its contractors to secure, pay for, and maintain, during the continuance of construction and fixturing work within the Replacement Premises, all of the insurance policies required in the amounts as set forth below. Tenant's Work may not commence, nor may Tenant permit its contractors to commence any work, until all required insurance has been obtained and certificates of insurance have been delivered to Landlord. Insurance policies shall name Landlord and Landlord's architect, general contractor, Phipps and any other party designated by Landlord as additional insureds. Landlord shall have the right to require Tenant, and Tenant shall have the duty, to stop work in the Replacement Premises immediately if any of the coverage required herein lapses during the course of the work, in which event Tenant's Work may not be resumed until the required insurance is obtained and satisfactory evidence of same is provided to Landlord.

D. Tenant shall cause any general contractor or subcontractor performing work on the Replacement Premises to obtain, carry and maintain, at no expense to Landlord: (i) worker's compensation insurance and employer's liability as required by the State of New York; (ii) Commercial General Liability Insurance providing on an occurrence basis a minimum combined single limit of $5,000,000.00 per occurrence (of which a portion may be in the form of umbrella or excess liability insurance); and (iii) business automobile liability insurance including the ownership, maintenance and operation of the automotive equipment, owned, hired, and non-owned coverage with a combined single limit of not less than $1,000,000 for bodily injury and property damage. If the general contractor fails to acquire such insurance, Tenant shall provide such insurance (except worker's compensation insurance and employer's liability) at its sole cost and expense. Such insurance policies shall insure Tenant's general contractor against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from operations at the Replacement Premises or in connection with construction of the Replacement Premises, whether performed by Tenant's general contractor, subcontractors, or sub-subcontractors, or by anyone directly or indirectly employed by any of them.

E. Prior to performing any of Tenant's Work, Tenant shall provide Landlord with copies of the Tenant Permit and Tenant's general contractor's licenses necessary to perform the Tenant's Work. Tenant shall perform the Tenant's Work in a good and workmanlike manner and in accordance with all applicable laws, ordinances and regulations. If there are any violations of law that prevent Tenant from obtaining its building permit, and provided such violations were caused by Landlord, Landlord shall promptly cure same. It shall be the responsibility of Tenant to obtain the Tenant Permit and any and all

permits, licenses and approvals necessary or required for Tenant to construct the Tenant's Work, to occupy the Replacement Premises, and to operate therein the Permitted Use. Tenant further agrees that, with respect to its construction of the Tenant's Work, it will (i) not damage, delay or adversely interfere with the prosecution or completion of any work being performed by Landlord or any other person(s) in or about the Replacement Premises or the rest of the Development; (ii) comply with all reasonable procedures and regulations prescribed by Landlord, from time to time, for the coordination of Tenant's Work and activities with any other work being performed by Landlord or any other construction in the Development; and (iii) conform to all of Landlord's reasonable regulations with respect to construction and labor and not do or permit anything to be done that might create (or hinder the cessation of) any work stoppage, picketing or other labor disruption or dispute.

F. Tenant shall be required to limit its construction activities to the Replacement Premises and/or areas designated by Landlord. It will be the responsibility of the Tenant to store all its materials, supplies and equipment within the Replacement Premises, locking the same at the end of each day, it being agreed that Landlord shall have no responsibility or liability whatsoever for any loss or damage to any fixtures or equipment installed or left in the Replacement Premises, except to the extent resulting from the wrongful or negligent act of Landlord or Landlord's agents or contractors. Tenant shall be required to repair, replace or restore any damage to the Replacement Premises, Common Areas or Development caused by Tenant, Tenant's contractor and/or its employees or agents.

G. Tenant at its sole expense will carry, or cause its general contractor to carry, Builders Risk coverage during construction activities by Tenant, including without limitation, Tenant's Work, in an amount equal to 100% of the replacement cost of the completed Tenant's Work. Tenant shall defend, hold harmless and indemnify Landlord from any claims, expenses, or judgments arising from Tenant's Work or any other tenant improvements or construction, materials used or stored for said improvements, or the material, equipment, operations/activities of their contractors and subcontractors, except to the extent resulting from the wrongful or negligent act of Landlord or Landlord's agents or contractors.

H. During construction of Tenant's Work: (1) Tenant shall pay for utilities and trash removal directly serving the Replacement Premises; (2) Tenant's contractors must be approved in advance by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) and licensed and insured in the State of New York (and in local jurisdiction as required); (3) Tenant shall diligently pursue to completion all of Tenant's Work; and (4) all work performed by Tenant prior to or during the Term of this Lease shall be performed so as to cause a minimum of interference with any other tenants and/or the operation of any portion of the Development.

I. At the completion of Tenant's Work, Tenant shall deliver to Landlord (i) a copy of its certificate of occupancy (ii) record drawings, and (iii) final waiver of lien from Tenant's general contractor.

J. Tenant shall do all things necessary to prevent the filing of any mechanics', suppliers' or other lien against the Development, the Replacement Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. If any lien shall at any time be filed against the Development or the Replacement Premises or any part thereof, Tenant shall cause the lien to be discharged of record within thirty (30) days after the date of filing of the application for such lien. If Tenant shall fail to timely discharge such lien, such event shall constitute an Event of Default under this Lease and Landlord may exercise all rights and remedies under Article XX including, without limitation, the right of self-help under Section 20.04 to pay and discharge such lien at Tenant's cost and Tenant will be liable to reimburse Landlord as provided in Section 20.04 as Additional Rent.

# Exhibit 17.1(i)

## Existing Agreements

None.

**MONTROSE**
**SURVEYING CO., LLP.**

**CITY & LAND SURVEYORS**

116-20 METROPOLITAN AVE • RICHMOND HILL, NY 11418-1090
PHONE (718) 849-0600 • FAX (718) 849-0401 • EMAIL INFO @MONTROSESURVEYING.COM

Metes and Bounds Description
MSC Survey 55682-14
Tax Block 15537

ALL that certain plot, 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 point on the northwesterly side of Central Avenue (irregular width) distant 50 feet southerly from the corner formed by the intersection of the northwesterly side of Central Avenue with the southwesterly side of Bayport Place (?);

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 100.00 feet to a point;

RUNNING THENCE South 13 degrees 01 minutes 5.6 seconds West, 50.00 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 125.00 feet to a point;

RUNNING THENCE North 13 degrees 01 minutes 5.6 seconds East, 100.00 feet to the southwesterly side of Bayport Place;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, along the southerly side of Bayport Place, 109.30 feet to the westerly side of Bayport Place;

RUNNING THENCE North 10 degrees 31 minutes 50 seconds West, along the westerly side of Bayport Place, 50.90 feet to an angle point;

RUNNING THENCE North 06 degrees 31 minutes 58 seconds West, along the westerly side of Bayport Place 3.86 feet to a point;

RUNNING THENCE North 76 degrees 11 minutes 58 seconds West, 50.43 feet to a point;

RUNNING THENCE South 83 degrees 36 minutes 10 seconds West, 184.16 feet to the easterly side of Redfern Avenue (40 feet wide);

RUNNING THENCE South 06 degrees 56 minutes 07 seconds East, along the easterly side of Redfern Avenue, 55.78 feet to an angle point;

RUNNING THENCE South 13 degrees 14 minutes 53 seconds West, along the easterly side of Redfern Avenue, 302.85 feet to a point;

RUNNING THENCE North 75 degrees 30 minutes 20 seconds East, 10.96 feet to the easterly side of Redfern Avenue (50 feet wide);

RUNNING THENCE South 11 degrees 26 minutes 04 seconds West along the easterly side of Redfern Avenue (50 feet wide), 25.78 feet to a point

RUNNING THENCE North 75 degrees 31 minutes 32 seconds East, 102.27 feet to the land formerly of the Long Island Railroad;

RUNNING THENCE southerly along the land formerly of the Long Island Railroad along a curve bearing to the left having a radius of 850.02 feet an arc length of 127.88 feet being subtended by a chord bearing South 10 degrees 02 minutes 31.5 seconds West a chord distance of 127.75 feet to a point;

116-20 METROPOLITAN AVE • RICHMOND HILL, NY 11418-1090
PHONE (718) 849-0600 • FAX (718) 849-0401 • EMAIL INFO @MONTROSESURVEYING.COM

RUNNING THENCE South 87 degrees 35 minutes 55.5 seconds East, 63.50 feet to a point;

RUNNING THENCE North 12 degrees 54 minutes 04.5 seconds East, 247.27 feet to a point;

RUNNING THENCE South 77 degrees 05 minutes 55.5 seconds East, 154.25 feet to a point;

RUNNING THENCE North 14 degrees 34 minutes 10.5 seconds West, 63.63 feet to a point;

RUNNING THENCE South 76 degrees 11 minutes 58 seconds East, 267.73 feet to the northwesterly side of Central Avenue;

RUNNING THENCE North 13 degrees 01 minute 5.6 seconds East along northwesterly side of Central Avenue, 100.00 feet to the point or place of BEGINNING.

The above mentioned bearings are in reference to Queens Topographical Bureau Meridian.

**Title Number: CT19-00301-Q**

# CERTIFICATE FOR TITLE INSURANCE

Issued by

## Chicago Title Insurance Company

Chicago Title Insurance Company, a Florida Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:
Underwriter's Name and Phone Number: Timothy P. Ring, Esq.
Vice President; New York State Counsel
Phone: 914-684-3613 Fax: 914-949-5845
timothy.ring@ctt.com

**CHICAGO TITLE INSURANCE COMPANY**

Issued by:
Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017

Dated: March 27, 2019

Certified by: Timothy P. Ring

Redated
By: _____

By:

Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

# CHICAGO TITLE INSURANCE COMPANY

## CONDITIONS AND STIPULATIONS

Title Number CT19-00301-Q

1. This Certificate shall be null and void

   (A) if the fees therefore are not paid;

   (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

   (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;

   (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

# Chicago Title Insurance Company

## KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

### CUSTOMER SERVICE

Annette Cornell
Telephone: 212-880-1482
Annette.Cornell@CTT.com

Angelica Duran
Telephone: 212-880-1227
Angelica.Duran@CTT.com

### STATUS OF A CURRENT OR CLOSED TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

### LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

### TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

### BILLING INQUIRIES

Kathy Kinghan, Accounting Manager
Telephone Number: 212-880-1470
Kathy.Kinghan@CTT.com

### GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

***THANK YOU FOR YOUR BUSINESS***

Joneth L. Mancini, Senior Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.COM

## Market Value Endorsement

Section 6409(c) of the Insurance Law requires that the title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupancy of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing in the space following this notice.

_____
Authorized Signature

_____
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

# Order Confirmation

**Title Number:** CT19-00301-Q
**Date of Application:** 04/10/2019
**Estimated Reporting Date:** 04/18/19

**Sales Representative:**
Neil Falcone
212-880-1484
Neil.Falcone@ctt.com

## TRANSACTION INFORMATION

**Notes:**

**Owner Liability:** $10,000.00

**Loan Liability:** $10,000.00

**Purchaser/Borrower:** Name to be provided

**Seller:** Redfern FRP LLC

**Lender:** Lender to be provided

**Property:** 17-21 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 53
Queens County
======

**Survey Instructions**: None

**Searches Ordered:** No municipals ordered

## PARTIES TO THE TRANSACTION:

**Applicant**
Oliver G. Chase, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ochase@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Applicant - Additional**
Christine A. Coletta, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ccoletta@hseny.com
PHONE: 212-598-2119 FAX: 212-302-8536

**Applicant - Additional**
Fatmata Jalloh
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: fjalloh@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Additional Party**
Matthew Kelly
Phipps Houses
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: mkelly@phippsny.org
PHONE: 212-243-9090

**If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.**

**Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at http://nyrates.ctic.com.**

**Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.**

# Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!**

**THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

## SCHEDULE A

TITLE NO. CT19-00301-Q EFFECTIVE DATE: March 27, 2019

**ALTA Owner's Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

**ALTA Loan Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

**Redfern FRP LLC**

Title acquired under the following deeds: dated 06/28/2016 recorded 07/14/2016 in CRFN 2016000239045, made by 1721 Redfern LLC
**(EXHIBIT A)**

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**

# Chicago Title Insurance Company

Title Number: CT19-00301-Q

## SCHEDULE A DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being in the 5th Ward, Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at a point on the southeasterly side of Remsen Avenue, now called Redfern Avenue, distant 505.75 feet southwesterly from the corner formed by the intersection of the said southeasterly side of Redfern Avenue with the southwesterly side of Carlton Avenue, now known as Nameoke Avenue;

Running thence Southeasterly at right angles to Redfern Avenue, 106.43 feet to land of the Long Island Railroad;

Thence Southwesterly along land of Long Island Railroad, 29.78 feet to land of Peter Murphy and wife;

Thence Northwesterly along said land of Peter Murphy and wife and again at right angles to Redfern Avenue, 104.79 feet to the southeasterly side of Redfern Avenue;

Thence Northeasterly along the southeasterly side of Redfern Avenue, 29.75 feet to the point or place of beginning.

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

### EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

# Chicago Title Insurance Company

Title Number: CT19-00301-Q

**SCHEDULE B-1**
**(REQUIREMENTS)**

**The following are requirements to be complied with for a title policy to issue:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

3. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.

4. This Company will no longer accept a check over the amount of $5,000.00 which is not **certified** unless prior arrangements have been made.

5. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.

6. Mortgage returned herein: (0).

7. Rights of tenants or persons in possession.

8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.

9. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

10. For information only, as required by law, Patriot Searches have been run against the following name(s):

    **Redfern FRP LLC**

11. Searches, including Bankruptcy, have been run against the name Redfern FRP LLC and returns, if any appear herein / No returns.

12. Proof is required that Redfern FRP LLC has been validly formed and that it has not been dissolved.

    NOTE: This may be established by an affidavit from a member, manager or attorney representing the

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

13. With respect to Redfern FRP LLC the following proofs and documents must be submitted to this Company:

    a. Articles of Organization, together with any amendments thereto;
    b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
    c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

14. Proposed contract of sale must be submitted for examination and consideration by the Company prior to closing.

15. NOTE: When a recording a Deed or a Memorandum of Lease, where the consideration is $400,000 or more, a copy of the closing statement or contract of sale must be submitted with the New York City Real Property Transfer Tax Return (NYC RPT) at the time of recordation.

16. In advance of scheduling the closing, the Company must be advised as to the identity of the proposed insured and other interim grantee(s), if any, and additional exceptions may then be added.

17. The nature of the mortgage transaction to be insured herein must be disclosed to this Company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.

18. NOTE: The address of the premises must be set forth on the first page of every Mortgage instrument or the City Register will not accept same for recording.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

19. Satisfactory proof by affidavit must be furnished whether any work has been done upon the premises by the City of New York, or any demand made by the City for any work, which may result in charges being imposed by:

    a) the New York City Department of Rent and Housing Maintenance, Emergency Services;

    b) the New York City Department of Environmental Protection for Water Tap closing or any related work; and

    c) by the New York City Department of Health;

    whether or not such charges are liens against which this policy protects.

20. Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed by the Department of Buildings or permit issued by the Department of Buildings have been levied, charged, created or incurred, which may become a lien upon the premises, whether or not such charges are liens against which this policy insures.

# Chicago Title Insurance Company

Title Number: CT19-00301-Q

**SCHEDULE B-2**
**(EXCEPTIONS)**

**The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:**

1. Survey Reading - See attached.

2. Easement and Right of Way set forth in Deed made by Buckeye Construction Co. Inc. to Vincent Rodomista dated 9/21/1925, recorded 9/25/1925 in Liber 2797 Page 402, and repeated in subsequent Deeds.
**(EXHIBIT B)**

3. Restrictions set forth in Deed made by Keren Amar to 1721 Redfern LLC dated 3/3/2016, recorded 3/15/2016 in CRFN 2016000090509.
**(EXHIBIT C)**

4. Approximately Five (5) feet of the premises described, together with encroaching improvements, if any, lies in the bed of Redfern Avenue as the same is laid out on the Final Map of the City of New York. This portion of the premises is subject to the restrictive use imposed by the provisions of Section 35 of the General City Law.

5. Tax search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, and estimated water and sewer reading amounts which have been reported herein.

   NOTE: To omit this exception an actual meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods.

# CHICAGO TITLE INSURANCE COMPANY
## COMMON EXCEPTIONS AFFIDAVIT

State of New York )
)ss.
County of _____ )

*STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE*

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____(the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT19-00301-Q issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.

2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.

3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.

4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s) _____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.

5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.

6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.

7. That there are presently _____ tenants in the Premises, and that each of the tenants is

   _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or

   _____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

   That there are no tenants in possession of the captioned premises.

8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

   _____
   _____

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

_____

Sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

# PURCHASER'S HOME EQUITY THEFT PREVENTION AFFIDAVIT

State of New York )
)ss.
County of _____ )

Premises: 17-21 Redfern Avenue, Far Rockaway, NY

_____, being duly sworn, deposes and says:

1. I am the purchaser of the captioned premises and I am familiar with the contract of sale affecting said premises.

2. The transaction is exempt from the provisions of Section 265-a of the Real Property Law (the Home Equity Theft Protection Act) because the premises herein is being purchased:

*(STRIKE OUT THE PROVISIONS THAT DO NOT APPLY):*

(a) for use as my primary residence and I will occupy the referenced premises as such; or

(b) from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law; or

(c) from _____, who is my spouse, grandparent, parent, child, grandchild or sibling *(Strike out the ones which are inapplicable)*, or

(d) by a not-for-profit housing organization or a public agency; or

(e) the statute is not applicable because I am a bona fide purchaser for value; or

(f) if a sale is authorized by statute; or

(g) by order or judgment of a court.

I make this affidavit knowing that Chicago Title Insurance Company is relying on the truth of the statements made herein.

_____

Sworn to before me this _____ day of _____, 20 _____

_____
Notary Public

# Chicago Title Insurance Company

Title Number: CT19-00301-Q

## SURVEY READING

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.

# Chicago Title Insurance Company

Title Number: CT19-00301-Q

## MORTGAGE SCHEDULE

None of record.

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

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1900301Q**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **17-21 REDFERN AVENUE** County: **QUEENS**
Building Class: **TWO FAMILY CONVERTED FROM ONE FAMILY - B3** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **1** Tax Rate: 20.385 Adj. Tax Rate: 20.919 Block: **15537** Lot: **53**
Condo:
Assessed Owner: **REDFERN FRP LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **5,144.00** | Actual Land | **$** | **5,144.00** |
| Transition Total | **$** | **13,971.00** | Actual Total | **$** | **13,971.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(4) | TAX | 04/01/2019 | 04/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 711.99 |
| | | | | TAX | ADJ | TAXRATEINC | | 11/16/2018 | 37.30 |
| | | | | CHG | PAY | | 131136434 | 03/29/2019 | -749.29 |
| 2019(3) | DOH | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | SAC | ORG | INIT CHG | | 09/28/2018 | 618.96 |
| | | | | SAT | ORG | SALES TAX | | 09/28/2018 | 54.93 |
| | | | | SAT | PAY | BILL PYMT | 112966639 | 12/24/2018 | -54.93 |
| | | | | SAC | PAY | BILL PYMT | 112966639 | 12/24/2018 | -618.96 |
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 711.99 |
| | | | | TAX | ADJ | TAXRATEINC | | 11/16/2018 | 37.30 |
| | | | | CHG | PAY | BILL PYMT | 112966640 | 12/24/2018 | -749.29 |
| 2019(2) | TAX | 10/01/2018 | 10/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 711.99 |
| | | | | CHG | PAY | BILL PYMT | 112966638 | 09/28/2018 | -711.99 |
| 2019(1) | DOH | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | SAC | ORG | INIT CHG | | 05/15/2018 | 276.93 |
| | | | | SAT | ORG | SALES TAX | | 05/15/2018 | 24.58 |
| | | | | SAC | PAY | BILL PYMT | 112966636 | 07/02/2018 | -276.93 |
| | | | | SAT | PAY | BILL PYMT | 112966636 | 07/02/2018 | -24.58 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 711.99 |
| | | | | CHG | PAY | BILL PYMT | 112966637 | 07/02/2018 | -711.99 |

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 1/31/19 ARE UNOFFICIAL PAYMENTS.

CIS ACCOUNT #2001002549001

2018/2019 ADDITIONAL FRONTAGE (2/28/19 TO 3/29/19) ENT: 3/29/19
AMOUNT BILLED $396.96

2018/2019 ADDITIONAL FRONTAGE (1/30/19 TO 2/28/19) ENT: 2/28/19
AMOUNT BILLED $396.96 PAID 3/14/19 (UNOFFICIAL)

2018/2019 ADDITIONAL FRONTAGE (12/31/18 TO 1/30/19) ENT: 1/30/19
AMOUNT BILLED $410.65 PAID 2/14/19 (UNOFFICIAL)

METER #3801 HAS BEEN ON MONITOR STATUS SINCE 3/20/14.

TOTAL DUE ON ACCOUNT $396.96 OPEN

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

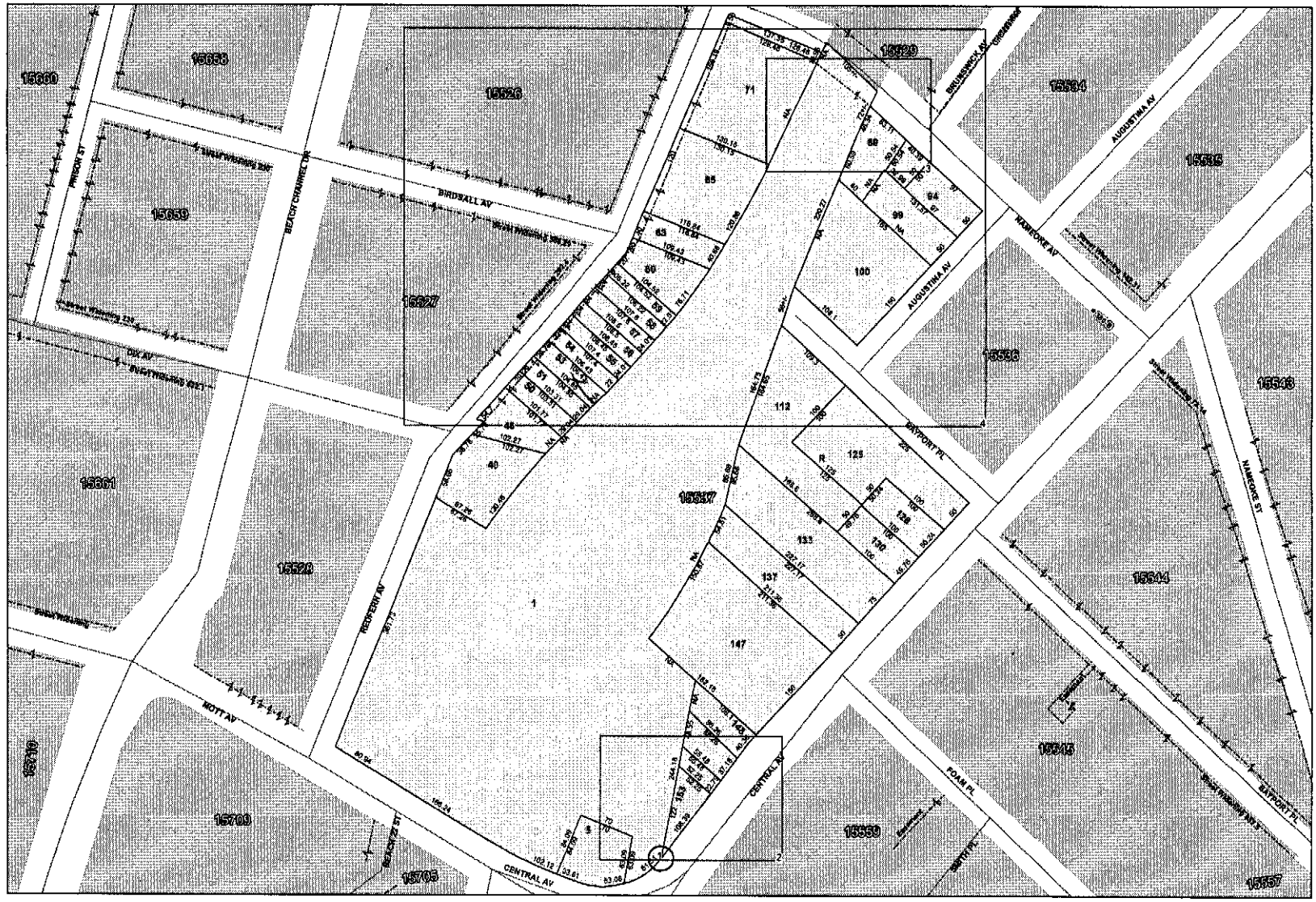

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

**NYC Digital Tax Map**

Effective Date : 12-09-2006 00:04:34
End Date : Current

Queens Block: 15537




Legend

- Streets
- Miscellaneous Text
- 1 Possession Hooks
- Boundary Lines
- 1 Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

0 120 40 80 Feet

**17 -21 REDFERN AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 53**

## Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our NYCePay or CityPay payment sites for today's balance. Payments made today will be visible the next business day.

## Profile

| | |
|---|---|
| Building Class | B3 - TWO FAMILY CONVERTED FROM ONE FAMILY |
| Tax Class | 1 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 4 | TAX | 04/01/2019 | | 749.29 | -749.29 | 0.00 |
| 2019 | 3 | TAX | 01/01/2019 | | 749.29 | -749.29 | 0.00 |
| 2019 | 3 | CHARGES | 01/01/2019 | | 673.89 | -673.89 | 0.00 |
| 2019 | 2 | TAX | 10/01/2018 | | 711.99 | -711.99 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 711.99 | -711.99 | 0.00 |
| 2019 | 1 | CHARGES | 07/01/2018 | | 301.51 | -301.51 | 0.00 |
| 2018 | 4 | TAX | 04/01/2018 | | 718.12 | -718.12 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 718.12 | -718.12 | 0.00 |
| 2018 | 2 | TAX | 10/01/2017 | | 690.89 | -690.89 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 690.89 | -690.89 | 0.00 |
| 2017 | 4 | TAX | 04/01/2017 | | 666.25 | -666.25 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 666.25 | -666.25 | 0.00 |
| 2017 | 3 | CHARGES | 01/01/2017 | | 387.34 | -387.34 | 0.00 |
| 2017 | 2 | TAX | 10/01/2016 | | 637.75 | -637.75 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 637.75 | -637.75 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# REAL ESTATE TAXES - NEW YORK CITY

| TAX | FISCAL YEAR BEGINS | DUE DATES | LIEN DATES |
|---|---|---|---|
| City Assessed Valuation of $40,000 or less* | July 1 | July 1, October 1, January 1 & April 1 | July 1, October 1, January 1 & April 1 |
| Assessed Valuation of over $40,000 | July | **July 1 & January 1 | **July 1 & January 1 |
| Annual Water (non-metered) Annual Sewer | June 30 | June 30 | June 30 |

*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals $40,000 or less

**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than $40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at $40,000 or less.

| | |
|---|---|
| CITY TAX | The grace period on taxes is through the 15th day of the month beginning with the due date. Interest form the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is $2750 or less. If the property is improved and the annual tax is more than $2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.<br>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date. |
| WATER METER CHARGES AND SEWER CHARGES | Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York city Department of Finance's computer systems, where water and sewer charges have been posted in the past.<br><br>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).<br><br>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and becomes liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.<br><br>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of $55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment of payment of the required fee of $55.00 |

<table>
<tr><td>WATER AND SEWER CHARGES (FRONTAGE)</td><td colspan="2">If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</td></tr>
<tr><td>WATER METER CHARGES AND SEWER CHARGES<br><br>(FOR QUEENS COUNTY ONLY)</td><td colspan="2">In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co). The meter is read approximately every 90 days and a bill mailed 7 days later.<br><br>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone # 718-298-8100) to set up an appointment at no charge to the customer.<br><br>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 295-4600.<br><br>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</td></tr>
<tr><td rowspan="2">ASSESSMENTS</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Heal Pest Control charges).<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</td></tr>
<tr><td rowspan="2">BOILER AND ELEVATOR</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Interest on all Boiler and Elevator charges. . . . . 18% per annum.</td></tr>
<tr><td rowspan="2">VAULT</td><td>LIEN DATE<br>June 1</td><td>DUE DATE<br>June 1</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PANALTY FOR LATE PAYMENT<br>Interest rates on all Vault charges<br>March 1, 1989 to date. . . . . 8.0% per annum.</td></tr>
</table>

## NOTES

1. Your canceled check is your receipt. Receipted wills will not be returned unless written request accompanies payment.

2. General information call: Taxpayer Assistance (718) 935-9500

3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained form the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges, call the Department of Environmental Protection (718) 595-7000.)

4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.

5. Information regarding refunds: Call (718) 935-9500.

6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.

7. Checks should be made payable to New York City Department of Finance.

8. Effective July 1, 1990, interest due on late payments is calculated using dialing compounding rather than simple interest. The interest rate is fixed annually by the City Council.

9. To obtain a receipt upon payment, you must pay by cash or certified check.

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.
711 Third Avenue
New York, NY 10017
212-880-1200

Escrow Officer: Timothy P. Ring - Timothy.Ring@ctt.com
File No.: CT19-00301-Q
Buyer:
Purchase Price: $10,000.00
Property: 17-21 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 53
Queens County
======

Projected Close Date:

*In order to complete the processing of this transaction we need additional information. This form must be completed in its entirety and returned prior to closing.*

| | | |
|---|---|---|
| **Name of Purchasing Entity:** | | |
| **Employer Identification Number:** | | **Check here if none:** ☐ |
| **Address:** | | |
| **City:** | **State:** | **Zip:** |

**Enter the information of the person authorized to conduct business on behalf of this entity or trust: (This is the person authorized by the entity's organizational documents to act on behalf of the entity):**

| | | |
|---|---|---|
| **Full Name:** | | |
| **Trusts Only – I am the (check one)**<br>**Trustee of the trust _____ Settlor of the trust _____ Or, Other _____** | | |
| **Is this person a beneficiary of the Purchasing Entity (if trust)** *OR* **does this person directly or indirectly, own a 25% or more of the equity interests of the Purchasing Entity (if not a trust):** | | **Yes:** ☐ **No:** ☐ |
| **U.S. Taxpayer Identification Number:** | | **Check here if none** ☐ |
| **Date of Birth:** | | |
| **Address:** | | |
| **City:** | **State:** | **Zip:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

**If purchasing entity is not a trust, list each individual, entity or trust who, directly or indirectly, owns 25% or more of the equity interests of the Purchasing Entity purchasing the property, or;**

**If purchasing entity is a trust, list each individual who is a beneficiary of the trust.**

**List each level of ownership down to the individual(s). For each level of ownership, specify which entity the percentage interest is in.**

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** **% of _____ (specify entity)**<br>**If purchaser is a trust enter N/A* | | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** **% of _____ (specify entity)**<br>**If purchaser is a trust enter N/A* | | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** **% of _____ (specify entity)**<br>**If purchaser is a trust enter N/A* | | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** **% of _____ (specify entity)**<br>**If purchaser is a trust enter N/A* | | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** **% of _____ (specify entity)**<br>**If purchaser is a trust enter N/A* | | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** **% of _____ (specify entity)**<br>**If purchaser is a trust enter N/A* | | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

**I declare that to the best of my knowledge the information I have furnished is true, correct, and complete.**

Signature: _____

Name: _____ Title: _____

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

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

2016070700849001001E7BCB

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 4**

**Document ID: 2016070700849001** Document Date: 06-28-2016 Preparation Date: 07-07-2016
Document Type: DEED
Document Page Count: 3

**PRESENTER:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT16-00590-Q (MAF)
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

**RETURN TO:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLR / GILL BENEDEK ESQ
NEW YORK, NY 10010

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 53 | Entire Lot | 17-21 REDFERN AVENUE |

**Property Type:** 1-2 FAMILY DWELLING WITH ATTACHED GARAGE

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
1721 REDFERN LLC
240-19 JAMAICA AVENUE, BELLEROSE
QUEENS, NY 11426

**GRANTEE/BUYER:**
REDFERN FRP LLC
C/O HIRSCHEN SINGER & EPSTEIN, LLP, 902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

**FEES AND TAXES**

**Mortgage :**

| | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 52.00 |
| Affidavit Fee: | $ | 0.00 |

Filing Fee: $ 125.00
NYC Real Property Transfer Tax: $ 3,700.00
NYS Real Estate Transfer Tax: $ 1,480.00

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 07-14-2016 09:27
City Register File No.(CRFN): **2016000239045**

*City Register Official Signature*

**Bargain and Sale Deed with Covenants against Grantor's acts.**

**THIS INDENTURE DATED** JUNE 28, 2016

Between: **1721 REDFERN LLC having an address at 240-19 Jamaica Avenue, Bellerose, NY 11426** party of the first part, and

**REDFERN FRP LLC having an address at c/o of Hirschen Singer & Epstein LLP, 902 Broadway, 13th Floor, New York, NY 10010**

party of the second part,

**WITNESSETH**, that the party of the first part in consideration of TEN DOLLARS and other valuable consideration paid by party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING & BEING (see attached schedule "A")

PREMISES KNOWN AS: **17-21 REDFERN AVENUE, FAR ROCKAWAY, NY 11691**

BEING & INTENDED TO BE THE SAME PREMISES CONVEYED TO PARTY OF THE FIRST PART BY DEED DATED 03/03/2016 & RECORDED 03/015/2016 in CRFN 2016000090509 IN THE OFFICE OF THE CITY REGISTER, QUEENS COUNTY

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. **THIS CONVEYANCE HAS BEEN MADE WITH THE UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF THE CORPORATION**

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

**1721 REDFERN LLC**

BLOCK: 15537
LOT: 53

By: SIAMAK DARBOUVAC
Authorized Signatory

STATE OF NEW YORK
COUNTY OF NASSAU

On the 28 day of JUNE, 2016 before me, the undersigned, a notary public in and for said state, personally appeared SIA MAK DARGUVAR personally know to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20 20

SEAL

**BARGAIN & SALE DEED**

**WITH COVENANTS AGAINST GRANTORS ACTS**

---

**1721 REDFERN LLC**

TO

**REDFERN FRP LLC**

---

PREMISES: 17-21 REDFERN AVENUE, FAR ROCKAWAY, NY 11691
BLOCK: 15537
LOT: 53
COUNTY: QUEENS

**RECORD & RETURN TO:**

Gill Benedek, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Fl
New York, NY 10010

# Chicago Title Insurance Company

Title Number: CT16-00590-Q

## SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the 5th Ward, Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Remsen Avenue, now called Redfern Avenue, distant 505.75 feet southwesterly from the corner formed by the intersection of the said southeasterly side of Redfern Avenue with the southwesterly side of Carlton Avenue, now known as Nameoke Avenue;

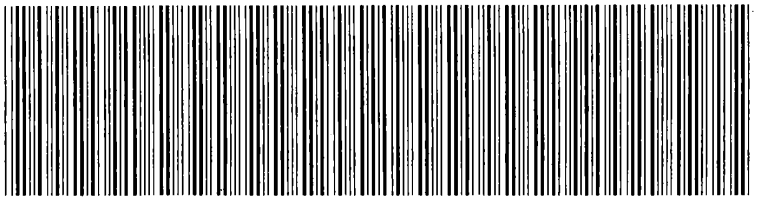
RUNNING THENCE southeasterly at right angles to Redfern Avenue, 106.43 feet to land of the Long Island Railroad;

THENCE southwesterly along land of Long Island Railroad, 29.78 feet to land of Peter Murphy and wife;

THENCE northwesterly along said land of Peter Murphy and wife and again at right angles to Redfern Avenue, 104.79 feet to the southeasterly side of Redfern Avenue;

THENCE northeasterly along the southeasterly side of Redfern Avenue, 29.75 feet to the point or place of BEGINNING.

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



2016070700849001001SB54A

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2016070700849001** Document Date: 06-28-2016 Preparation Date: 07-07-2016
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2016062700086

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING | 1 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 2 |
| SMOKE DETECTOR AFFIDAVIT | 1 |

FOR CITY USE ONLY

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

C3. Book OR C4. Page | | |

C5. CRFN | |

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 17-21 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: REDFERN FRP LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

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

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: 1721 REDFERN LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 6 / 3 / 2016 (Month Day Year)

11. Date of Sale / Transfer: 6 / 28 / 2016 (Month Day Year)

12. Full Sale Price $: 3,700,000

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: B 3

16. Total Assessed Value (of all parcels in transfer): 130,446

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

QUEENS 15537 53 | | |

CITY REGISTER

JUL 08 2016

2016062700060101

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

**BUYER**

| BUYER'S SIGNATURE | DATE |
|---|---|
| | 6/28/16 |

**BUYER'S ATTORNEY**

| LAST NAME | FIRST NAME |
|---|---|
| Benedek | Gr. H |

| STREET NUMBER | STREET NAME (AFTER SALE) | AREA CODE | TELEPHONE NUMBER |
|---|---|---|---|
| C/O HIRSCHEN SINGER & EPSTEIN, LLP 902 BROADWAY, 13TH FLOOR | | 917 | 5[illegible]12 |

| CITY OR TOWN | STATE | ZIP CODE |
|---|---|---|
| NEW YORK | NY | 10010 |

**SELLER**

| SELLER SIGNATURE | DATE |
|---|---|
| | 6.28.16 |

2016062700086201

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York )
) SS.:
County of NASSAU )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

17-21 REDFERN AVENUE , ,
Street Address Unit/Apt.

QUEENS New York, 15537 53 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

1721 Redfern LLC
Name of Grantor (Type or Print)

SIAMAK DARGOLVAR
Signature of Grantor
AUTHORIZED SIGNATORY

Sworn to before me
this 28 date of JUNE 2016

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20

Redfern FRP LLC
Bert Baradarian
Name of Grantee (Type or Print)

BERT BARADARIAN
Signature of Grantee
AUTHORIZED SIGNATORY

Sworn to before me
this 28 date of JUNE 2016

SEAL

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

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

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) **Property receiving service: BOROUGH: QUEENS** **BLOCK: 15537** **LOT: 53**

(2) **Property Address: 17-21 REDFERN AVENUE, QUEENS, NY 11691**

(3) **Owner's Name:** **REDFERN FRP LLC**

**Additional Name:**

## Affirmation:

☑ Your water & sewer bills will be sent to the property address shown above.
send to c/o Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, NY. 10010

## Customer Billing Information:

### Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

## Owner's Approval:

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

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: BERT BALADARIAN, AUTHORIZED SIGNATORY

B

ROW ESTABLISHED

instrument lies in Section 52 in Block 16495 on the land map of the County of Queens. Recorded September 25th, 1925 at 12:26 P.M. at the request of Sprague, Morris & Blackiger, Far Rockaway, N.Y.

L. 2797 Cp. 402

DTD 9/21/25

L2797, 402

94619 - $3.50 U.S.I.Rev. CANCELLED

(1) Buckeye Construction Corp

THIS INDENTURE, made the Twenty-first day of September, nineteen hundred and twenty-five, between BUCKEYE CONSTRUCTION CO. INC., a domestic corporation with its principal place of business at Far Rockaway, Queens County, New York, a corporation organized under the laws of the State of New York, party of the first part, and

(2) VINCENT RODOMISTA, residing at #1414 Greenwood Avenue, Far Rockaway, Queens County, New York, party of the second part, WITNESSETH, that the party of the first part, in consideration of one dollar and other good and valuable consideration in Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being at Far Rockaway in the Borough and County of Queens, City and State of New York, bounded and described as follows: BEGINNING at a point on the southeasterly side of Remsen Avenue, distant 505.75 feet westerly when measured along the southeasterly line of said Remsen Avenue from the corner formed by the intersection of the southeasterly side of Carlton Avenue, with the southeasterly side of Remsen Avenue; from said point or place of beginning running thence southeasterly and at angles to Remsen Avenue 106.43 feet to land of Long Island Railroad; running thence westerly along land of Long Island Railroad 29.79 feet to land heretofore conveyed to Peter J. Murphy and wife, running thence northeasterly and along land of Murphy aforesaid 104.95 feet to the southeasterly side of Remsen Avenue; running thence easterly along the southeasterly side of Remsen Avenue 29.75 feet to the point or place of beginning. TOGETHER with all the right, title and interest of the party of the first part of, in and to the land lying in Remsen Avenue, in front of and adjoining the above described premises to the centre line thereof. TOGETHER with an easement or right of way over a strip of land 3 feet 6½ inches in width, immediately adjoining the premises above described on the west. SUBJECT, however, to a similar easement or right of way in favor of the owner of the premises immediately adjoining on the west, over a strip of the premises above described constituting the most easterly 3 feet 6½ inches of the land herein above described, which right of way is to remain



L 2797 8402

given and hereinbefore recited, to be used for private dwellings only, and to be subject to the restrictions contained in Ordinance of the Board of Estimate and Apportionment of the City of New York, duly passed, and now existing and in force. Also to all covenants, conditions and restrictions of record, if any, to the extent of $4500.00 now a lien on said premises, if any, but the parties hereto intend hereby to subject to a purchase money mortgage of $5,000 bearing even date herewith and intended to be recorded simultaneously herewith, which will be a first lien and charge on the estate and interest of the party of the first part hereto in said premises. AND the said party of the first part hereto doth hereby covenant with the party of the second part hereto, its successors and assigns, forever. And the party of the first part covenants as follows: First, that the party of the first part is seized of the said premises in fee simple, and has good right to convey the same. That the party of the second part shall quietly enjoy the said premises. That the said premises are free from incumbrances, except as hereinabove set forth. Fourth, that the party of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth. That the party of the first part will forever warrant the title to the said premises. In witness whereof, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

(CORPORATE SEAL) BUCKEYE CONSTRUCTION CO., INC.,
BY CHARLES KOPPE
President

STATE OF NEW YORK, COUNTY OF QUEENS, ss.: On the 21st day of September, nineteen hundred and twenty-five, before me came CHARLES KOPPE to me known, who, being by me duly sworn, did depose and say that he resides in Nassau, Nassau County, New York, that he is the President of BUCKEYE CONSTRUCTION CO., INC., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. CHAS. A. LOCKART, Notary Public, Nassau County. Cert. filed in Queens County. The land affected by the within instrument lies in Section 62 of Block 15540 on the Land Map of the County of Queens. Recorded September 28th, 1925 at 12:26 P.M. at the request of Sprague, Morris & Quehne, Flushing, Savings Bank Bldg., Far Rockaway, N.Y.

94624 - $3.50 U.S.I.Rev. Cancelled

THIS INDENTURE, made the 24th day of September, Nineteen hundred and twenty-five, between BUCKEYE CONSTRUCTION CORPORATION, of 54 Thirty Street, Brooklyn, New York City, a corporation organized under the laws of New York, party of the first part and Irving E. Cook and Anna Cook, his wife, residing at 2160 Lapsley Avenue, Bronx, New York City, parties of the second part, witnesseth, that the party of the first part, for and in consideration of the sum of Ten Dollars lawful money of the United States and

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

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

2016030801016001001E7121

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 4**

**Document ID: 2016030801016001** Document Date: 03-03-2016 Preparation Date: 03-08-2016
Document Type: DEED
Document Page Count: 3

**PRESENTER:**
ETA-2450-16-Q
ENTERPRISE TITLE AGENCY, INC.
393 JERICHO TURNPIKE, SUITE 208
MINEOLA, NY 11501
516-558-9866
ENTERPRISETITLE@YAHOO.COM

**RETURN TO:**
ETA-2450-16-Q
ENTERPRISE TITLE AGENCY, INC.
393 JERICHO TURNPIKE, SUITE 208
MINEOLA, NY 11501
516-558-9866
ENTERPRISETITLE@YAHOO.COM

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 53 | Entire Lot | 17-21 REDFERN AVENUE |

**Property Type:** DWELLING ONLY - 1 FAMILY

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
KEREN AMAR
526 HAZEL DRIVE
WOODMERE, NY 11598

**GRANTEE/BUYER:**
1721 REDFERN LLC
240-19 JAMAICA AVENUE
BELLEROSE, NY 11426

**FEES AND TAXES**

**Mortgage :**

| | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 52.00 |
| Affidavit Fee: | $ | 0.00 |

Filing Fee: $ 125.00
NYC Real Property Transfer Tax: $ 1,700.00
NYS Real Estate Transfer Tax: $ 680.00

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 03-15-2016 12:01
City Register File No.(CRFN): **2016000090509**

*City Register Official Signature*

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

**THIS INDENTURE,** made the 3rd day of March , Two Thousand and Sixteen
**BETWEEN**
Keren Amar, residing at 526 Hazel Drive, Woodmere NY 11598
party of the first part, and
1721 Redfern LLC, doing business at 240-19 Jamaica Avenue, Bellerose NY 11426
party of the second part,

**WITNESSETH,** that the party of the first part, in consideration of ($10.) Ten dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything

ALL that certain plot, piece or parcel of land, situate, lying and being in the 5th Ward, Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Remsen Avenue, now called Redfern Avenue, distant 505.75 feet southwesterly from the corner formed by the intersection of the said southeasterly side of Redfern Avenue with the southwesterly side of Carlton Avenue, now known as Nameoke Avenue;

RUNNING THENCE southeasterly, at right angles to Redfern Avenue, 106.43 feet to land of the Long Island Railroad;

THENCE southwesterly along land of Long Island Railroad, 29.78 feet to land of Peter Murphy and wife;

THENCE northwesterly along said land of Peter Murphy and wife and again at right angles to Redfern Avenue;

THENCE northeasterly along the southeasterly side of Redfern Avenue, 29.75 feet to the point or place of BEGINNING.

TOGETHER with an easement or right of way over a strip, 3 feet 6 1/4 inches wide, adjoining on the west;

SUBJECT TO a similar right of way in favor of owner of premises on the west over strip of premises above, being the most westerly, 3 feet 6 1/2 inches of above described premises;

RIGHT of way to be unencumbered for driveway only.

"Being the same premises described in the deed to the parties of the first part herein
by deed dated 11/29/2005 and recorded 12/15/2005 in the County of Queens in CRFN 2005000693151"

whereby the said premises have been encumbered in any way whatever, except as aforesaid.

Grantee (purchaser) herein is prohibited from conveying captioned property for any sales price for a period of 30 days from the date of this deed. After this 30-day period, grantee is further prohibited from conveying the property for a sales price greater than $204,000.00 until 90 days from the date of this deed. These restrictions shall run with the land and are not personal to the grantee.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

**IN WITNESS WHEREOF,** the party of the first part has duly executed this deed the day and year first above written.

Keren Amar

Keren Amar

IN PRESENCE OF:

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE**

State of New York, County of Nassau ss:

On the 3rd day of March in the year 2016
before me, the undersigned, personally appeared
**Keren Amar**

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

MICHELE BARASH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6083495
Qualified in Suffolk County
Commission Expires 01/05/2019

State of New York, County of ss:

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

# BARGAIN AND SALE DEED
**WITH COVENANT AGAINST GRANTOR'S ACTS**

**Title No.** ETA-2450-16-Q

Keren Amar

**TO**

1721 Redfern LLC

BLOCK 15537
LOT 53
COUNTY Queens
**STREET ADDRESS** 17-21 Redfern Avenue, Far Rockaway

Recorded at Request of
First American Title Insurance Company

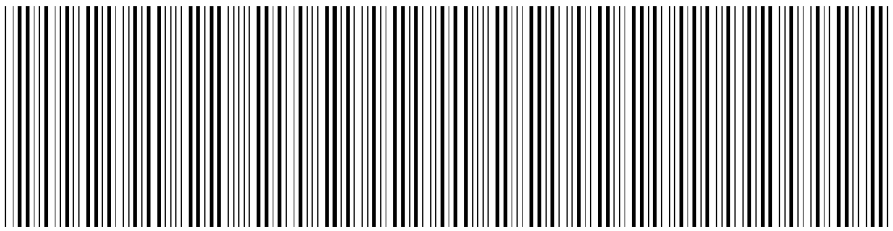
RETURN BY MAIL TO:

SIAMAK DAROUVAR, PC
393 Jericho Turnpike
Mineola, NY 11501

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
**Enterprise Title Agency Inc.**

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

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



2016030801016001001SBFA0

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2016030801016001** Document Date: 03-03-2016 Preparation Date: 03-08-2016
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2016030300219

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| MISCELLANEOUS | 6 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 2 |
| SMOKE DETECTOR AFFIDAVIT | 1 |

FOR CITY USE ONLY

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

C3. Book OR C5. CRFN | | C4. Page | |

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 17-21 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: 1721 REDFERN LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

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

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: AMAR (LAST NAME / COMPANY) | KEREN (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 2 / 22 / 2016 (Month / Day / Year)

11. Date of Sale / Transfer: 3 / 3 / 2016 (Month / Day / Year)

12. Full Sale Price $: 1,700,000

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: B 3

16. Total Assessed Value (of all parcels in transfer): 123,150

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

QUEENS 15537 53

CERTIFICATION

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

| BUYER | | BUYER'S ATTORNEY | |
|---|---|---|---|
| BUYER SIGNATURE: Zicmak Derouver | DATE: 03/03/16 | LAST NAME: Derouver | FIRST NAME: Zicmak |
| STREET NUMBER: 240-19 | STREET NAME (AFTER SALE): JAMAICA AVENUE | AREA CODE: | TELEPHONE NUMBER: |
| CITY OR TOWN: BELLEROSE | STATE: NY | ZIP CODE: 11426 | |
| **SELLER** | | | |
| SELLER SIGNATURE: Klein Amar | DATE: 03/03/16 | | |

2016030300219201

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

**State of New York** )
) **SS.:**
**County of** Nassau)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

17-21 REDFERN AVENUE
**Street Address** , **Unit/Apt.**

QUEENS (**Borough**) New York, 15537 (**Block**) 53 (**Lot**) (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Karen Amar
Name of Grantor (Type or Print)

Karen Amar
Signature of Grantor

Sworn to before me
this 3rd date of March 2016

MICHELE BARASH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6083495
Qualified in Suffolk County
Commission Expires 01/05/2019

1721 Redfern LLC
Name of Grantee (Type or Print)

Signature of Grantee
Sandra Darouiter

Sworn to before me
this 3rd date of March 2016

MICHELE BARASH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6083495
Qualified in Suffolk County
Commission Expires 01/05/2019

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

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

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) **Property receiving service: BOROUGH: QUEENS** **BLOCK: 15537** **LOT: 53**

(2) **Property Address: 17-21 REDFERN AVENUE, QUEENS, NY 11691**

(3) **Owner's Name:** **1721 REDFERN LLC**

**Additional Name:**

## Affirmation:

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

## Customer Billing Information:

**Please Note:**

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address.** DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

## Owner's Approval:

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

Print Name of Owner: 1721 Redfern LLC

Signature: _____ Date (mm/dd/yyyy) 08/03/2016

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

**FIDELITY NATIONAL FINANCIAL**
**PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

## Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

## How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.


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**Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

**When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

**Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

**Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.


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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

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FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

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**Title Number: CT16-00802-Q**

# CERTIFICATE FOR TITLE INSURANCE

Issued by

## Chicago Title Insurance Company

Chicago Title Insurance Company, a Florida Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:
Underwriter's Name and Phone Number: Timothy P. Ring, Esq.
Vice President; New York State Counsel
Phone: 914-684-3613 Fax: 914-949-5845
timothy.ring@ctt.com

**CHICAGO TITLE INSURANCE COMPANY**

Issued by:
Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017

Dated: January 19, 2019

Certified by: Timothy P. Ring

Redated
By: _____

By:




Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

# CHICAGO TITLE INSURANCE COMPANY

## CONDITIONS AND STIPULATIONS

Title Number CT16-00802-Q

1. This Certificate shall be null and void

   (A) if the fees therefore are not paid;

   (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

   (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;

   (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

# Chicago Title Insurance Company

## KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

### CUSTOMER SERVICE

Annette Cornell
Telephone: 212-880-1482
Annette.Cornell@CTT.com

Angelica Duran
Telephone: 212-880-1227
Angelica.Duran@CTT.com

### STATUS OF A CURRENT OR CLOSED TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

### LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

### TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

### BILLING INQUIRIES

Kathy Kinghan, Accounting Manager
Telephone Number: 212-880-1470
Kathy.Kinghan@CTT.com

### GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

***THANK YOU FOR YOUR BUSINESS***

Joneth L. Mancini, Senior Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.COM

## Market Value Endorsement

Section 6409(c) of the Insurance Law requires that the title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupancy of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing in the space following this notice.

_____
Authorized Signature

_____
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

# Order Confirmation

**Title Number:** CT16-00802-Q
**Date of Application:** 07/22/2016
**Estimated Reporting Date:** 08/02/16

**Sales Representative:**
Neil Falcone
212-880-1484
Neil.Falcone@ctt.com

## TRANSACTION INFORMATION

**Notes:**

**Owner Liability:**
$650,000.00

**Purchaser/Borrower:** 1719 Redfern Associates LLC

**Seller:** Ranjit Sukhram
Mohanie Sukhram

**Property:** 1719 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 54
Queens County
======

**Survey Instructions**: Quote

**Searches Ordered:** Air Resources; Certificate of Occupancy; Emergency Repair; Fire Department; Fuel Oil; Health Department; Highway Department; Housing and Building; Street Report;

## PARTIES TO THE TRANSACTION:

**Applicant**
Gill Benedek, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: gbenedek@hseny.com
PHONE: 212-598-3212 FAX: 212-302-8536

**Attorney**
Oliver G. Chase, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ochase@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Attorney**
Christine A. Coletta, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ccoletta@hseny.com
PHONE: 212-598-2119 FAX: 212-302-8536

**If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.**

**Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at http://nyrates.ctic.com.**

**Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.**

# Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!**

**THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

## SCHEDULE A

TITLE NO. CT16-00802-Q EFFECTIVE DATE: January 19, 2019

**ALTA Owner's Policy - 6/17/06 with New York Endorsement** $650,000.00

PROPOSED INSURED: 1719 Redfern Associates LLC

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

Mohanie Sukhram and Ranjit Sukhram, as husband and wife

Title acquired by Deed dated April 13, 2007, recorded May 7, 2007 in the Office of the City Register, Queens County, New York in CRFN 2007000236764, made by Sayonara Cruz. and by

Deed dated April 13, 2018, recorded April 25, 2018 in the Office of the City Register, Queens County, New York in CRFN 2018000138288, made by Mohanie Sukhram and Ranjit Sukhram, as husband and wife and Davianand Ramdat, aas tenants in common. (**Exhibit A)**

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**

# Chicago Title Insurance Company

Title Number: CT16-00802-Q

## SCHEDULE A DESCRIPTION

ALL that certain plot, 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 on the southeasterly side of Redfern Avenue, formerly known as Remsen Avenue, distant 483.75 feet southerly and southwesterly from the corner formed by the intersection of the easterly side of Redfern Avenue with the southerly side of Nameoke Avenue, formerly known as Canton Avenue, as measured along the said easterly and southeasterly side of Redfern Avenue;

RUNNING THENCE southeasterly at right angles to Redfern Avenue, 107.40 feet (Deed) 107.70 feet (Actual) to land of the Long Island Railroad;

THENCE southwesterly along said land, 22 feet (Deed) 22.02 feet (Actual);

THENCE northwesterly again at right to Redfern Avenue, 106.43 feet to the southeasterly side of Redfern Avenue;

THENCE northeasterly along the southeasterly side of Redfern Avenue, 22 feet to the point or place of BEGINNING.

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

### EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

# Chicago Title Insurance Company

Title Number: CT16-00802-Q

**SCHEDULE B-1**
**(REQUIREMENTS)**

**The following are requirements to be complied with for a title policy to issue:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

3. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.

4. This Company will no longer accept a check over the amount of $5,000.00 which is not **certified** unless prior arrangements have been made.

5. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.

6. Mortgage returned herein: (1). Detailed statement within.

7. Rights of tenants or persons in possession.

8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.

9. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

10. For information only, as required by law, Patriot Searches have been run against the following name(s):

    Mohanie Sukhram,
    Ranjit Sukhram
    Davianand Ramdat
    1719 Redfern Associates LLC

11. Searches have been run at the County level for judgments, Federal Tax Liens, UCCs and bankruptcies in the appropriate District, against the following name(s):

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

Mohanie Sukhram

(See Exception Nos. 12, 13 & 14)

**12.** **OMIT -** The following judgment(s) appear to be against the party in the chain of title and must be satisfied of record in the Recording Office.

Debtor: Sukhram Mohanie, 1719 Redfern Ave, Far Rockaway, NY 11691
Creditor: Cypress Financial Recoveries LLC, 175 W Washington Ave, Ste 9, Dumont, NJ
Docketed: 10/4/2012
Perfected: 7/31/2012
Index No.: C41072098-11
Amount: $2,158.09

If this judgment is not against the party in the chain of title, a specific affidavit should be obtained.

**13.** **OMIT -** The following Parking Violation - (Book Date 7/26/16) appear to be against the party in the chain of title and must be satisfied of record in the Recording Office.

Sukhram, Mohan R, 11408 130th St, South Ozone Park, NY 11420
No. of Tickets: 1 - Amount: $140.00 - plus interest - $.79 - Plate: GRB8541

If this ECB/PVB/TAB is not against the party in the chain of title, a specific affidavit should be obtained.

**14.** **OMIT -** The following Environmental Control Board Liens - (Book Date 6/30/16) appear to be against the party in the chain of title and must be satisfied of record in the Recording Office.

If these ECB/PVB/TAB are not against the party in the chain of title, a specific affidavit should be obtained.
(COPIES ATTACHED)

15. Searches have been run at the County level for judgments, Federal Tax Liens, UCCs and bankruptcies in the appropriate District, against the following name(s):

Ranjit Sukhram

(See Exception No. 16)

**16.** **OMIT -** The following Parking Violations - (Book Date 7/26/16) appear to be against the party in the chain of title and must be satisfied of record in the Recording Office.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

a. Sukhram R, 9524 116th St, Fl 2, South Richmond, NY 11419
No. of Tickets: 2 - Amount: $280.00 - plus interest: $14.81 - Plate: GPP1716

b. Sukhram R, 10433 122nd St, South Richmond, NY 11419
No. of Tickets: 2 - Amount: $150.00 - plus interest: $.34 - Plate: HEZ9934

If these ECB/PVB/TAB are not against the party in the chain of title, a specific affidavit should be obtained.

17. Searches have been run at the County level for judgments, Federal Tax Liens, UCCs and bankruptcies in the appropriate District, against the following name(s):

Davianand Ramdat

(See Exception No. 18)

18. The following judgment(s) appear to be against the party in the chain of title and must be satisfied of record in the Recording Office.

Debtor: Ramdat, Davianand, 1719 Redfern Ave, Far Rockaway, NY 11691
Creditor: Midland FundingLLC, 8875 Aero Drive, Suite 200, San Diego, CA 92123
Docketed: 5/29/2013
Perfected: 9/20/2012
Index No.: 103367-11
Court: Civil Court
County: Queens
Amount: $4,191.32
Attorney: Rubin & Rothman LLC, 1787 Veterans Hwy, Ste 32, Islandia, NY 11749

If this judgment is not against the party in the chain of title, a specific affidavit should be obtained.

19. Proof is required to show that the person executing deed, lease or mortgage at closing is the same person as the grantee in Deed in CRFN 2018000138288, the certified owner herein.

20. Proof is required that the following named person(s) has(have) not been known by any other name(s) within the last 10 years:
Names(s): Mohanie Sukhram, Ranjit Sukhram and Davianand Ramdat

21. Proposed contract of sale must be submitted for examination and consideration by the Company prior to closing.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

22. In advance of scheduling the closing, the Company must be advised as to the identity of the proposed insured and other interim grantee(s), if any, and additional exceptions may then be added.

23. NOTE: When a recording a Deed or a Memorandum of Lease, where the consideration is $400,000 or more, a copy of the closing statement or contract of sale must be submitted with the New York City Real Property Transfer Tax Return (NYC RPT) at the time of recordation.

24. New York City will require that any transfer documents to be submitted in connection with the recording of a transfer of an interest in real property, including but not limited to a Deed or Memorandum of Lease, must be prepared on the ACRIS system. A worksheet is included herein. In order to have the Company prepare the necessary documents kindly complete the worksheet and return it to the party listed on said sheet. Please contact the Company to obtain a quote for this service.

25. Satisfactory proof by affidavit must be furnished whether any work has been done upon the premises by the City of New York, or any demand made by the City for any work, which may result in charges being imposed by:

    a) the New York City Department of Rent and Housing Maintenance, Emergency Services;

    b) the New York City Department of Environmental Protection for Water Tap closing or any related work; and

    c) by the New York City Department of Health;

    whether or not such charges are liens against which this policy protects.

26. Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed by the Department of Buildings or permit issued by the Department of Buildings have been levied, charged, created or incurred, which may become a lien upon the premises, whether or not such charges are liens against which this policy insures.

**27.** **OMIT -** Pursuant to an order issued by The Director of the Financial Crimes Enforcement Network ("FinCEN") the Company is required to submit a completed IRS Form 8300 in connection with the sale of residential property in New York City where the purchase price exceeds $3,000,000 and the purchase is made by a legal entity. A copy of the order is available upon request. A Certification form which will allow the Company to make the filing is attached and must be completed by the beneficial purchaser (the individuals who own the purchasing entity) and submitted to the Company prior to closing.

**28.** **OMIT** - The Last Will and Testament, probate proceedings and tax proceedings on the estate of Ida M. Williams - deceased, (Date of Death 10/9/91 - Kings County) are to be obtained and considered in connection with this title.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

**29.** **OMIT** Application shows title to be in Mohanie Sukhram and Ranjit Sukhram only. Title is certified as found of record.

30. Deed made by Mohanie Sukhram, Ranjit Sukhram and Davianand Ramdat, as grantor, to Mohanie Sukhram an Ranjit Sukhram, grantee, dated April 13, 2018, recorded April 25, 2018, in CRFN 2018000138288, appears to have been given for no consideration. The circumstances regarding the conveyance must be disclosed to the company, and additional exceptions may be raised. If the proofs are not satisfactory to the Company, policy will except any loss or damage sustained by the insured which would not have been suffered has the grantee been a bona fide purchaser for value.

**31.** **OMIT** Proof is required that Redfern FRP LLC has been validly formed and that it has not been dissolved.

NOTE: This may be established by an affidavit from a member, manager or attorney representing the LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

**32.** **OMIT** With respect to Redfern FRP LLC the following proofs and documents must be submitted to this Company:

a. Articles of Organization, together with any amendments thereto;
b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

33. Chicago Title Insurance Company (the "Company") may be required by Federal Law to collect certain additional information from you regarding your purchase of real property. United States Code Title 31 Section 5326 authorizes the U.S. Department of Treasury to collect certain information about certain transactions in specified geographic areas in order to carry out the purposes or prevent evasions of the Bank Secrecy Act. This statute, as implemented by the Treasury orders, also prohibits the Company from disclosing the specific terms of the Geographic Targeting Orders.

34. Proof is required that 1719 Redfern Associates LLC has been validly formed and that it has not been dissolved.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

NOTE: This may be established by an affidavit from a member, manager or attorney representing the LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

35. With respect to1719 Redfern Associates LLC the following proofs and documents must be submitted to this Company:

a. Articles of Organization, together with any amendments thereto;
b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

# Chicago Title Insurance Company

Title Number: CT16-00802-Q

**SCHEDULE B-2**
**(EXCEPTIONS)**

**The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:**

1. Survey Reading - See attached.

2. Approximately 5 Feet feet of the premises described, together with encroaching improvements, if any, lies in the bed of Redfern Avenue as the same is laid out on the Final Map of the City of New York. This portion of the premises is subject to the restrictive use imposed by the provisions of Section 35 of the General City Law.
**(Exhibit B)**

3. Terms, Conditions and Provisions in Letters Patent in Liber 7079 Page 396.
**(Exhibit C)**

**4.** **OMIT -** Lis Pendens Filed 9/17/14, Index No. 706662-14. Bayview Loan Servicing LLC (Plaintiff) against Davianand Ramdat, et.al. (Defendants). Action to foreclose the Mortgage in CRFN 2007000236765. This Action must be discontinued, judgment, if any, vacated and Lis Pendens cancelled by Order of the Court.

5. Tax Search discloses unofficial payment. Proof of payment by paid receipt or cancelled check must be submitted to the Company at or prior to closing.

6. Tax Search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, and estimated water and sewer reading amounts which have been reported herein.

   NOTE: To omit this exception an actual meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods.

7. Lis Pendens Filed 11/13/2017, Index #715707-17. Bayview Loan Servicing, LLC (plaintiff) against Davianand Ramdat, et.al. (defendants).

   Action to Foreclose Mortgage in CRFN 2007000236765. This action must be discontinued, judgment, if any, vacated and Lis pends cancelled by Order of the Court.
**(Exhibit D)**

8. Affidavit recorded 7/30/2018 in CRFN 2018000253104 refers to a Modification of Mortgage in CRFN 2007000236765, same reflects new mortgage in the amount of $187,352.25 as consolidated with existing

**SCHEDULE B-2**
**(Continued)**

to create a new lien with an unpaid balance of $504,844.49. This Mortgage Agreement (Modification) should be supplied to this company for review and same recorded of record.
Title is subject to such exceptions, if any, as a review thereof may disclose
**(Exhibit E)**

# CHICAGO TITLE INSURANCE COMPANY
## COMMON EXCEPTIONS AFFIDAVIT

State of New York )
)ss.
County of _____ )

*STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE*

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____(the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT16-00802-Q issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.

2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.

3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.

4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s) _____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.

5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.

6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.

7. That there are presently _____ tenants in the Premises, and that each of the tenants is

   _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or

   _____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

   That there are no tenants in possession of the captioned premises.

8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

   _____
   _____

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

_____

Sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

# PURCHASER'S HOME EQUITY THEFT PREVENTION AFFIDAVIT

State of New York )
)ss.
County of _____ )

Premises: 1719 Redfern Avenue, Far Rockaway, NY

_____, being duly sworn, deposes and says:

1. I am the purchaser of the captioned premises and I am familiar with the contract of sale affecting said premises.

2. The transaction is exempt from the provisions of Section 265-a of the Real Property Law (the Home Equity Theft Protection Act) because the premises herein is being purchased:

*(STRIKE OUT THE PROVISIONS THAT DO NOT APPLY):*

(a) for use as my primary residence and I will occupy the referenced premises as such; or

(b) from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law; or

(c) from _____, who is my spouse, grandparent, parent, child, grandchild or sibling *(Strike out the ones which are inapplicable)*, or

(d) by a not-for-profit housing organization or a public agency; or

(e) the statute is not applicable because I am a bona fide purchaser for value; or

(f) if a sale is authorized by statute; or

(g) by order or judgment of a court.

I make this affidavit knowing that Chicago Title Insurance Company is relying on the truth of the statements made herein.

_____

Sworn to before me this _____ day of _____, 20 _____

_____
Notary Public

# Chicago Title Insurance Company

Title Number: CT16-00802-Q

## SURVEY READING

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.

# Chicago Title Insurance Company

Title Number: CT16-00802-Q

## MORTGAGE SCHEDULE

1. Mortgage made by Davianand Ramdat, Mohanie Sukhram and Ranjit Sukhram, as mortgagors, to JPMorgan Chase Bank, N.A., as mortgagee, dated April 13, 2007, recorded May 7, 2007 in CRFN 2007000236765 in the amount of $318,000.00. Mortgage tax paid: $6,489.00

   Assignment of Mortgage made by JPMorgan Chase Bank, N.A., as assignor, to Chase Home Finance LLC, as mortgagee, dated September 20, 2010, recorded October 5, 2010 in CRFN 2010000334101.
   Assigns Mortgage 1.

   Assignment of Mortgage made by JPMorgan Chase Bank, N.A., s/b/m to Chase Home Finance, LLC, as assignor, to Bayview Loan Servicing, LLC, as assignee, by assignment dated April 4, 2014, recorded June 19, 2014 in CRFN 2014000209840.
   Assigns Mortgage 1.

   Modification Agreement made between Davianand Ramdat and Bayview Loan Servicing, LLC dated 1/30/2016, un-recorded.

   Affidavit under Section 255 and 258 of the New York State Law recorded 7/30/2018 in CRFN 2018000253104. Mortgage tax paid in the amount of $3,811.70 on the capitalized amount of $187,352.25. New unpaid balance of $504,844.49.

   Mortgage 1 can be satisfied or assigned by:

   Bayview Loan Servicing, LLC

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

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1600802QB**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **17-19 REDFERN AVENUE** County: **QUEENS**
Building Class: **TWO STORIES - DETACHED SM OR MID - A1** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **1** Tax Rate: 20.385 Adj. Tax Rate: 20.919 Block: **15537** Lot: **54**
Condo:
Assessed Owner: **SUKHRAM, RANJIT**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **3,917.00** | Actual Land | **$** | **3,917.00** |
| Transition Total | **$** | **8,956.00** | Actual Total | **$** | **8,956.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| ACCOUNT TYPE | DUE | ENTER DATE | TRANSACTION TYPE/ID | ITEM IND | LIABILITY | COLLECTION |
|---|---|---|---|---|---|---|
| PROP TAX | 1st QUARTER | 07/01/2018 | | | | |
| | | 06/01/2018 | 001 INITIAL CHRG | C1 | 456.42 | .00 |
| | | 06/27/2018 | 202 BILL PAYMENT | P1 | .00 | 456.42 |
| | | | **PERIOD BALANCE:** | | **.00** | |
| PROP TAX | 2nd QUARTER | 10/01/2018 | | | | |
| | | 06/01/2018 | 001 INITIAL CHRG | C1 | 456.42 | .00 |
| | | 07/18/2018 | 202 BILL PAYMENT | P1 | .00 | 456.42 |
| | | | **PERIOD BALANCE:** | | **.00** | |
| PROP TAX | 3rd QUARTER | 01/01/2019 | | | | |
| | | 06/01/2018 | 001 INITIAL CHRG | C1 | 456.42 | .00 |
| | | 11/16/2018 | 677 TAX RATE INCR + | C1 | 23.91 | .00 |
| | | 01/11/2019 | 202 BILL PAYMENT | P1 | .00 | 480.33 |
| | | | **PERIOD BALANCE:** | | **.00** | |
| PROP TAX | 4th QUARTER | 04/01/2019 | | | | |
| | | 06/01/2018 | 001 INITIAL CHRG | C1 | 456.42 | .00 |
| | | 11/16/2018 | 677 TAX RATE INCR + | C1 | 23.91 | .00 |
| | | | **PERIOD BALANCE:** | | **480.33** | |

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **1/22/2019.** ANY PAYMENT MADE AFTER **10/31/2018** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086




2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 10/31/18 ARE UNOFFICIAL PAYMENTS.

CIS ACCOUNT #1001000191001

METER #4507 09/30/18 TO 01/01/19 ENT: 01/08/19 ACTUAL READING
AMOUNT BILLED $533.30

METER #4507 06/30/18 TO 09/30/18 ENT: 10/10/18 ACTUAL READING
AMOUNT BILLED $968.92

*ABOVE BILLING(S) INCLUDE SERVICE LINE PROTECTION FEE(S)

$318.00 PAID 12/18/18 (UNOFFICIAL)

TOTAL DUE ON ACCOUNT $1,202.61 OPEN

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

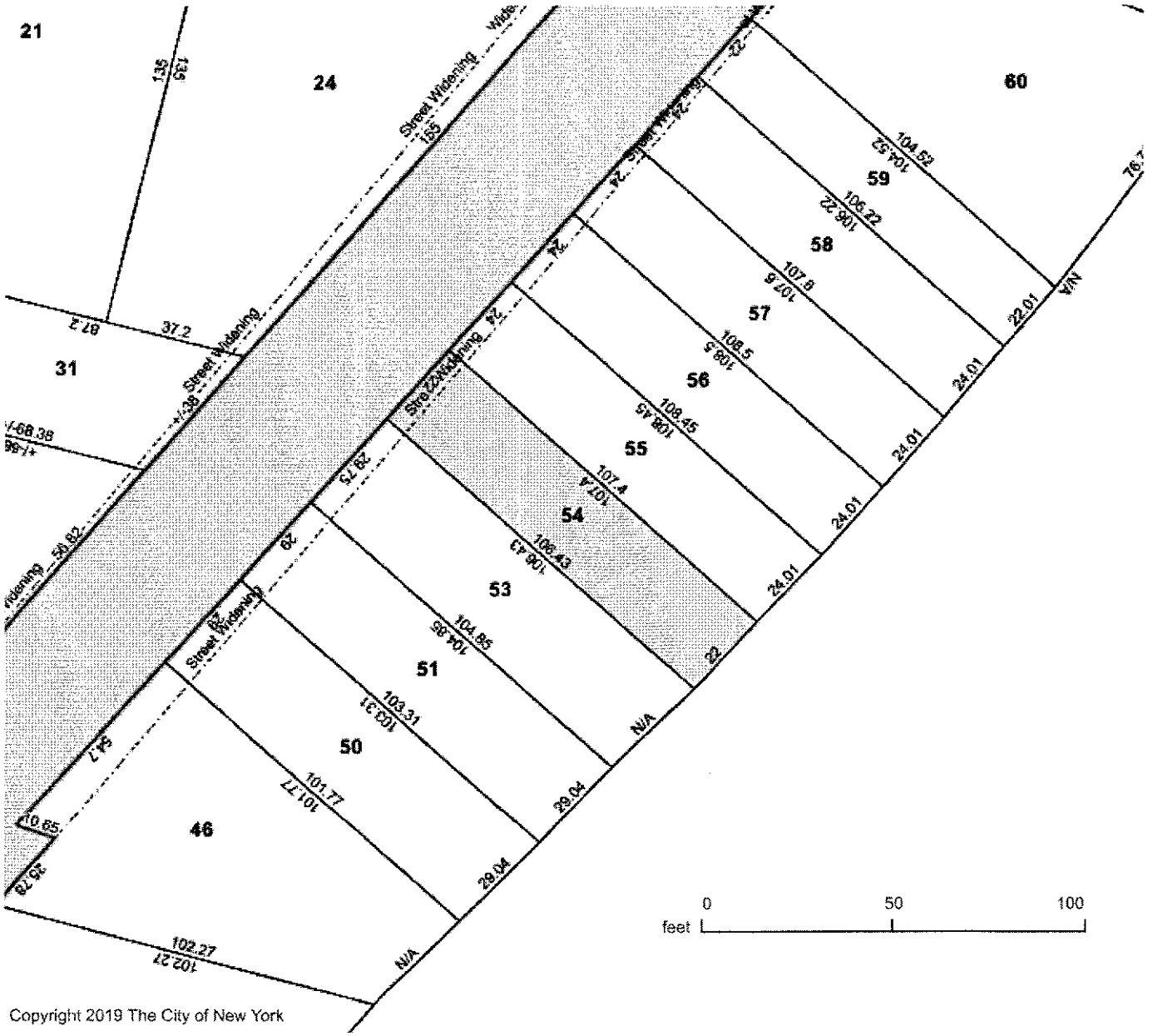
NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **1/22/2019.** ANY PAYMENT MADE AFTER **10/31/2018** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING


SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

**Digital Tax Map - New York City Dept. of Finance (1/23/2019)**




Copyright 2019 The City of New York

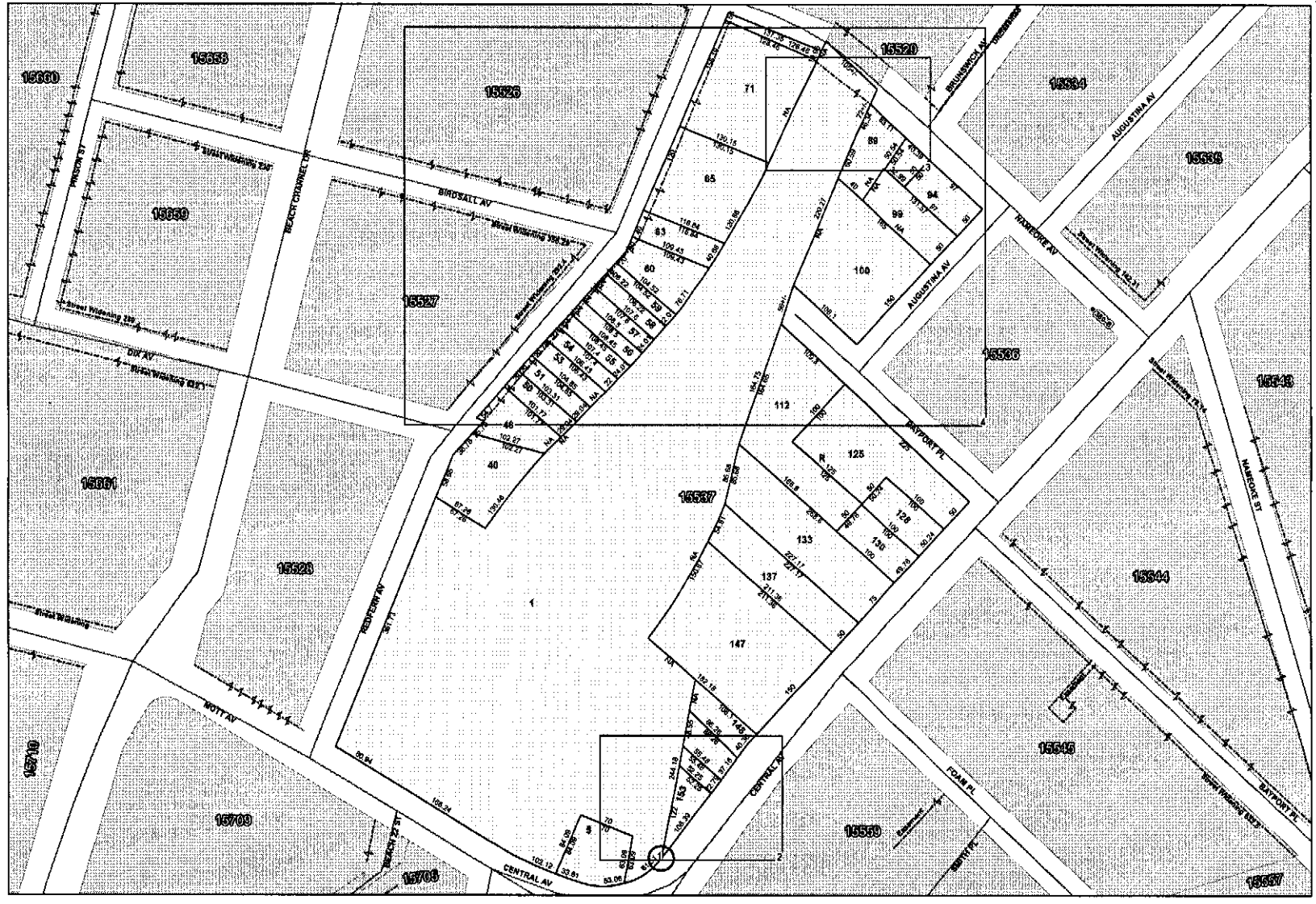
| | | | |
|---|---|---|---|
| ▬ ▬ | Borough Boundary | C50 | Condo Flag/Condo Nunber |
| ——— | Tax Block Boundary | A50 | Air Right Flag/Lot Number |
| 50 | Tax Block Number | S50 | Subterranean Right Flag/Lot Number |
| ——— | Tax Lot Boundary | R | REUC Flag |
| 50 | Tax Lot Number | - - - - - | Under Water Tax Lot Boundary |
| ~~50~~ | Condo FKA Tax Lot Number | —·—·— | Other Boundary |
| 50.5 | Tax Lot Dimension | | Possession Hook |
| +/-5.5 | Approximate Tax Lot Dimension | Misc | Miscelaneous Text |
| 1500 - 1550 | Condo Units Range Label | O | Small Tax Lot Dimension |
| | Building Footprint | | Surface Water |

FINANCE
NEW • YORK
MARTHA E. STARK
COMMISSIONER

# NYC Digital Tax Map

Effective Date : 12-09-2006 00:04:34
End Date : Current

Queens Block: 15537



# REAL ESTATE TAXES - NEW YORK CITY

| TAX | FISCAL YEAR BEGINS | DUE DATES | LIEN DATES |
|---|---|---|---|
| City Assessed Valuation of $40,000 or less* | July 1 | July 1, October 1, January 1 & April 1 | July 1, October 1, January 1 & April 1 |
| Assessed Valuation of over $40,000 | July | **July 1 & January 1 | **July 1 & January 1 |
| Annual Water (non-metered) Annual Sewer | June 30 | June 30 | June 30 |

*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals $40,000 or less

**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than $40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at $40,000 or less.

| | |
|---|---|
| CITY TAX | The grace period on taxes is through the 15th day of the month beginning with the due date. Interest form the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is $2750 or less. If the property is improved and the annual tax is more than $2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.<br>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date. |
| WATER METER CHARGES AND SEWER CHARGES | Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York city Department of Finance's computer systems, where water and sewer charges have been posted in the past.<br><br>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).<br><br>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and becomes liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.<br><br>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of $55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment of payment of the required fee of $55.00 |

<table>
<tr><td>WATER AND SEWER CHARGES (FRONTAGE)</td><td colspan="2">If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</td></tr>
<tr><td>WATER METER CHARGES AND SEWER CHARGES<br><br>(FOR QUEENS COUNTY ONLY)</td><td colspan="2">In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co). The meter is read approximately every 90 days and a bill mailed 7 days later.<br><br>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone # 718-298-8100) to set up an appointment at no charge to the customer.<br><br>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 295-4600.<br><br>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</td></tr>
<tr><td rowspan="2">ASSESSMENTS</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Heal Pest Control charges).<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</td></tr>
<tr><td rowspan="2">BOILER AND ELEVATOR</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Interest on all Boiler and Elevator charges. . . . . 18% per annum.</td></tr>
<tr><td rowspan="2">VAULT</td><td>LIEN DATE<br>June 1</td><td>DUE DATE<br>June 1</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PANALTY FOR LATE PAYMENT<br>Interest rates on all Vault charges<br>March 1, 1989 to date. . . . . 8.0% per annum.</td></tr>
</table>

## NOTES

1. Your canceled check is your receipt. Receipted wills will not be returned unless written request accompanies payment.

2. General information call: Taxpayer Assistance (718) 935-9500

3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained form the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges, call the Department of Environmental Protection (718) 595-7000.)

4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.

5. Information regarding refunds: Call (718) 935-9500.

6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.

7. Checks should be made payable to New York City Department of Finance.

8. Effective July 1, 1990, interest due on late payments is calculated using dialing compounding rather than simple interest. The interest rate is fixed annually by the City Council.

9. To obtain a receipt upon payment, you must pay by cash or certified check.

WIRE SAFE™ | Inquire before you wire!

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

# WIRE FRAUD ALERT

## IMPORTANT! YOUR FUNDS MAY BE AT RISK

*This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.*

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

**PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 212-880-1200 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 212-880-1200.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



**NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



**DO NOT FORWARD** wire instructions to other parties without first verbally verifying the instructions from the sending party.



**ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. DO NOT RELY on other parties calling you.**

**Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.**

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

*Federal Bureau of Investigation:* http://www.fbi.gov *Internet Crime Complaint Center:* http://www.ic3.gov

**ACKNOWLEDGEMENT OF RECEIPT**

Your signature below acknowledges receipt of this Wire Fraud Alert.

**Buyer 1**

**Signature** _____

**Printed Name** _____

**Address** _____

**Date** _____ **Phone Number** _____

**Buyer 2**

**Signature** _____

**Printed name** _____

**Address** _____

**Date** _____ **Phone Number** _____


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**FIDELITY NATIONAL FINANCIAL**
**PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

## Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

## How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.


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Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

**Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

**When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

**Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

**Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.


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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

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CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.
711 Third Avenue
New York, NY 10017
212-880-1200

| | |
|---|---|
| Escrow Officer: | Timothy P. Ring - Timothy.Ring@ctt.com |
| File No.: | CT16-00802-Q |
| Buyer: | 1719 Redfern Associates LLC |
| Purchase Price: | $650,000.00 |
| Property: | 1719 Redfern Avenue, Far Rockaway, NY<br>Block 15537 Lot 54<br>Queens County<br>====== |

Projected Close Date:

*In order to complete the processing of this transaction we need additional information. This form must be completed in its entirety and returned prior to closing.*

| | | |
|---|---|---|
| **Name of Purchasing Entity:** | | |
| **Employer Identification Number:** | | **Check here if none:** ☐ |
| **Address:** | | |
| **City:** | **State:** | **Zip:** |

**Enter the information of the person authorized to conduct business on behalf of this entity or trust: (This is the person authorized by the entity's organizational documents to act on behalf of the entity):**

| | | |
|---|---|---|
| **Full Name:** | | |
| **Trusts Only – I am the (check one)**<br>**Trustee of the trust _____ Settlor of the trust _____ Or, Other _____** | | |
| **Is this person a beneficiary of the Purchasing Entity (if trust)** *OR* **does this person directly or indirectly, own a 25% or more of the equity interests of the Purchasing Entity (if not a trust):** | | **Yes:** ☐ **No:** ☐ |
| **U.S. Taxpayer Identification Number:** | | **Check here if none** ☐ |
| **Date of Birth:** | | |
| **Address:** | | |
| **City:** | **State:** | **Zip:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

**If purchasing entity is not a trust, list each individual, entity or trust who, directly or indirectly, owns 25% or more of the equity interests of the Purchasing Entity purchasing the property, or;**

**If purchasing entity is a trust, list each individual who is a beneficiary of the trust.**

**List each level of ownership down to the individual(s). For each level of ownership, specify which entity the percentage interest is in.**

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** *If purchaser is a trust enter N/A* | **% of _____ (specify entity)** | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** *If purchaser is a trust enter N/A* | **% of _____ (specify entity)** | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** *If purchaser is a trust enter N/A* | **% of _____ (specify entity)** | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** *If purchaser is a trust enter N/A* | **% of _____ (specify entity)** | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** *If purchaser is a trust enter N/A* | **% of _____ (specify entity)** | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

| | | | |
|---|---|---|---|
| **Full Name:** | | **Date of Birth:** | |
| **Ownership percentage interest*:** *If purchaser is a trust enter N/A* | **% of _____ (specify entity)** | | |
| **U.S. Taxpayer Identification Number:** | | **Check here if none:** ☐ | |
| **Address:** | | | |
| **City:** | **State:** | **Zip** | **Country:** |

*Attach a legible copy of this person's Driver's License, passport or other government issued identification.*

**I declare that to the best of my knowledge the information I have furnished is true, correct, and complete.**

Signature: _____

Name: _____ Title: _____

# SUPERIOR DATA SERVICES, INC.

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**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1600802QA** Date: **1/24/2019**
Premises: **17-19 REDFERN AVENUE**
County: **QUEENS**
District: Section: Block: **15537** Lot: **54**

## CERTIFICATE OF OCCUPANCY

NO CERTIFICATE OF OCCUPANCY ISSUED ACCORDING TO BUILDING DEPARTMENT COMPUTER RECORDS. THE FOLLOWING INFORMATION HAS BEEN FOUND.

OLD BUILDING ERECTED PRIOR TO ENFORCEMENT OF CERTIFICATE OF OCCUPANCY REGULATIONS.

NO BUILDING DEPARTMENT RECORDS FOUND.

ASSESSED VALUATION OF REAL ESTATE FOR THE YEAR 1937 REFLECTS THE PREMISES TO BE OCCUPIED AS A TWO STORY BUILDING; ONE FAMILY DWELLING.

TAX BUILDING CLASSIFICATION: A1 ONE FAMILY DWELLING TWO STORIES - DETACHED.


SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE INS. - 711. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

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**Title:** CTIM-711 CT1600802QA **Date:** 1/24/2019
**Premises:** 17-19 REDFERN AVENUE
**County:** QUEENS
**Block:** 15537
**Lot:** 54

## HOUSING & BUILDING VIOLATION SEARCH

A search of the records of the Department of Buildings and the Rent and Housing Maintenance Department of the City of New York, the following violations were reported pending:

**LAST DATE OF POSTING:** 10/1/2018

**Building Department:**

A search of the Building Department records indicate the following violatios, copies and/or abstract of the violations, if any are attached.

NO VIOLATIONS.

**Rent and Housing Maintenance Department:**

A search of the Housing Department records indicate the following violatios, copies and/or abstract of the violations, if any are attached.

NO VIOLATIONS.

**Building Classifications:** NOT A MULTIPLE DWELLING


SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCIES WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER. THIS SEARCH DOES NOT INCLUDE VIOLATIONS RECORDED WITH OTHER GOVERNMENTAL AGENCIES. SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF BUILDING INCLUDING BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATIONS, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF INFORMATION. THIS SEARCH IS PREPARED EXCLUSIVELY FOR CHICAGO TITLE INS. - 711
VIOLATIONS PRIOR TO 2000 MAY NOT HAVE BEEN DOWNLOADED INTO HPD SYSTEM.

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**BROOKLYN, NY 11201**
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CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1600802QA** Date: **1/24/2019**
Premises: **17-19 REDFERN AVENUE**
County: **QUEENS**
Block: **15537** Lot: **54**

## EMERGENCY REPAIR SEARCH

A Search Conducted in the Department of Rent and Housing Maintenance (Emergency Repair) last printed lien book reveals the following repair money due:

**Date: 12/18/2018**
**Amount: $0.00**

The result of the work-in progress search reveals that:

[X] There were no Emergency Repair(s) open purchase orderes given out at the premises listed above subsequent to the above lien date.

[ ] See attached information found for premises listed above at HPD/ Emergency Repair Divison and are not posted in the last printed lien book.

[ ] HPD lien records reflect property on Demolition Seal up listings.

* For further details contact HPD at 100 Gold St., New York, N.Y.


THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN. NO LIABILITY IS ASSUMED.
SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE OR HOUSING PRESERVATION AND DEVELOPMENT INCLUDING BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATIONS, HARDWARE OR SOFTWARE PROBLEM OR THE BACKDATING OF INFORMATION. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS.

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY FOR THE EXCLUSIVE USE OF CHICAGO TITLE INS. - 711.

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TEL: (518) 785-4892 FAX: (518) 785-5086


FIRE DEPARTMENT CITY OF NEW YORK
BUREAU OF LEGAL AFFAIRS
9 METROTECH EAST
BROOKLYN, NY 11201-3857

## RECORD SEARCH REQUEST

**Mail To:** Superior Data Services
188 Montague Street 10th floor
Brooklyn, NY 11201

**Title:** **CTIM-711 CT1600802QA**

The undersigned requests the following information re: Premises

**Address:** 17-19 REDFERN AVENUE **Block:** 15537 **Lot:** 54

**County:** QUEENS

- ☒ Record of existing FIRE DEPARTMENT VIOLATIONS
- ☐ Record of Permit for FUEL OIL
- ☐ Record of UNDERGROUND STORAGE TANKS

**Signed:** Superior Data Services
**Date:** 1/24/2019

(THE CITY OF NEW YORK IS NOT SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

**DO NOT WRITE BELOW THIS LINE**

Gentlemen:
In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., our records show the following:

**JAN 21 2019**

NO VIOLATION(S)

VIOLATIONS RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUATERS OF THE BUREAU OF FIRE PREVENTION AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY AND FOR THE EXCLUSIVE USE BY CHICAGO TITLE INS. - 711 **NO LIABILITY IS ASSUMED**.

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TEL: (518) 785-4892 FAX: (518) 785-5086


FIRE DEPARTMENT CITY OF NEW YORK
BUREAU OF LEGAL AFFAIRS
9 METROTECH EAST
BROOKLYN, NY 11201-3857

## RECORD SEARCH REQUEST

**Mail To:** Superior Data Services
188 Montague Street 10th floor
Brooklyn, NY 11201

**Title:** **CTIM-711 CT1600802QA**

The undersigned requests the following information re: Premises

**Address:** 17-19 REDFERN AVENUE **Block:** 15537 **Lot:** 54

**County:** QUEENS

☒ No Record of Fuel Oil Permit Found
☐ Attached Find Copy of Fuel Oil Permit(s)

**Signed:** Superior Data Services
**Date:** 1/24/2019

(THE CITY OF NEW YORK IS NOT SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

**DO NOT WRITE BELOW THIS LINE**

Gentlemen:
In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M., our records show the following:


VIOLATIONS RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUATERS OF THE BUREAU OF FIRE PREVENTION AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY AND FOR THE EXCLUSIVE USE BY CHICAGO TITLE INS. - 711 **NO LIABILITY IS ASSUMED**.

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TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1600802QA** Date: **1/23/2019**
Premises: **17-19 REDFERN AVENUE**
County: **QUEENS**
Block: **15537** Lot: **54**

## HEALTH SEARCH

A search of the records conducted by the Department of Health reveals the following:

WINDOW GUARDS:
NO VIOLATIONS FOUND.

PEST CONTROL:
NO VIOLATIONS FOUND.


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CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1600802QA** Date: **1/23/2019**
Premises: **17-19 REDFERN AVENUE**
County: **QUEENS**
Block: **15537** Lot: **54**

## NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION (AIR RESOURCES SEARCH)

A search of the records within the above agency reveals the following:

AIR RESOURCES:
NO VIOLATIONS FOUND.

BOILER INFORMATION:
NO RECORDS FOUND.


SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE INS. - 711 THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED.

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CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086

Title: **CTIM-711 CT1600802QA** Date: **1/23/2019**
Premises: **17-19 REDFERN AVENUE**
County: **QUEENS**
Town/City: Village:
District: Section: Block: **15537** Lot: **54**

## HIGHWAY/SIDEWALK VIOLATION SEARCH

A search of the records of the Department of Transportation indicates the following::

NO VIOLATIONS FOUND.

SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE INS. - 711. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

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

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

2007042300361001003E13ED

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2007042300361001** Document Date: 04-13-2007 Preparation Date: 05-01-2007
Document Type: DEED
Document Page Count: 3

**PRESENTER:**
SELECT SETTLEMENT SERVICES, INC.
75-18 VLEIGH PLACE
FLUSHING, NY 11367
718-261-1113
SEL-10627-Q-2006

**RETURN TO:**
MOHANIE SUKHRAM, RANJIT SUKHRAM, AND
DAVIANAND RAMDAT
107-11 86TH STREET
OZONE PARK, NY 11417

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 54 | Entire Lot | 17-19 REDFERN AVENUE |

**Property Type:** DWELLING ONLY - 1 FAMILY

**CROSS REFERENCE DATA**
CRFN_____ ***or*** Document ID_____ ***or*** _____ Year____ Reel ___ Page ____ ***or*** File Number_____

**PARTIES**

**GRANTOR/SELLER:**
SAYONARA CRUZ
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

x Additional Parties Listed on Continuation Page

**GRANTEE/BUYER:**
MOHANIE SUKHRAM
107-11 86TH STREET
OZONE PARK, NY 11417

**FEES AND TAXES**

| **Mortgage** | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 52.00 |
| Affidavit Fee: | $ | 0.00 |

| | | |
|---|---|---|
| Filing Fee: | $ | 75.00 |
| NYC Real Property Transfer Tax: | $ | 3,975.00 |
| NYS Real Estate Transfer Tax: | $ | 1,590.00 |

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 05-07-2007 12:32
City Register File No.(CRFN):
**2007000236764**

*City Register Official Signature*

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2007042300361001003C116D

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)** **PAGE 2 OF 5**

**Document ID: 2007042300361001** Document Date: 04-13-2007 Preparation Date: 05-01-2007
Document Type: DEED

**PARTIES**

**GRANTEE/BUYER:**
RANJIT SUKHRAM
107-11 86TH STREET
OZONE PARK, NY 11417

**GRANTEE/BUYER:**
DAVIANAND RAMDAT
107-11 86TH STREET
OZONE PARK, NY 11417

NY 005 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTU 8002)

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

---

**THIS INDENTURE,** made the **13th** day of **April**, in the year **2007**
**BETWEEN**

**Sayonara Cruz residing at**
**17-19 Redfern Avenue, Far Rockaway, NY 11691**

party of the first part, and As Husband and wife as to 99% Interest as to 1% Interest as tenants in Common

EC

**Mahanie Sukhram, Ranjit Sukhram and Davianand Ramdat, residing at**
**107-11 86th Street, Ozone Park, NY 11417**

party of the second part,
**WITNESSETH,** that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

**"See Schedule A Attached"**

**"The premises herein described are and are intended to be the same as those described in deed recorded in CRFN 2005000501242."**

**Premises also known as 17-19 Redfern Avenue, Far Rockaway, NY 116912**

**TOGETHER** with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

Sayonara Cruz

**Sayonara Cruz**

## Schedule A Description

Title Number **SEL-10627-Q-2006** Page **1**

ALL that certain plot, 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 on the Southeasterly side of Redfern Avenue, formerly known as Remsen Avenue, distant 483.75 feet Southerly and Southwesterly from the corner formed by the intersection of the Easterly side of Redfern Avenue with the Southerly side of Nameoke Avenue, formerly known as Canton Avenue, as measured along the said Easterly and Southeasterly side of Redfern Avenue;

RUNNING THENCE Southeasterly at right angles to Redfern Avenue, 107.40 feet (deed) 107.70 feet (actual) to land of the Long Island Railroad;

THENCE Southwesterly along said land, 22 feet (deed) 22.02 feet (actual);

THENCE Northwesterly again at right to Redfern Avenue, 106.43 feet to the Southeasterly side of Redfern Avenue;

THENCE Northeasterly along the Southeasterly side of Redfern Avenue, 22 feet to the point or place of BEGINNING.

E NSURE

*USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:*

**State of New York, County of** Queens **} ss.:**

On the 13 day of April in the year 2007
before me, the undersigned, personally appeared

Sayonara Cruz

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIIL GILLAEV
Notary Public, State of New York
No. 01MU6[illegible]167
Qualified in Queens County
Commission Expires April 7, 2011

*ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:*
*(New York Subscribing Witness Acknowledgment Certificate)*

**State of New York, County of** **} ss.:**

On the day of in the year
before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

*(if the place of residence is in a city, include the street and street number, if any, thereof)*; that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

*USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:*

**State of New York, County of** **} ss.:**

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SEAL

*ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:*
*(Out of State or Foreign General Acknowledgment Certificate)*

. . . . . **} ss.:**
*(Complete Venue with State, Country, Province or Municipality)*

On the day of in the year
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

*(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).*

**BARGAIN & SALE DEED**
WITH COVENANTS AGAINST GRANTOR'S ACTS

*TITLE NO.* **SEL-10627-Q-2006**

**Cruz**

TO

**Sukhram and Ramdat**

DISTRICT
SECTION **59**
BLOCK **15537**
LOT **54**
COUNTY OR TOWN **Queens**

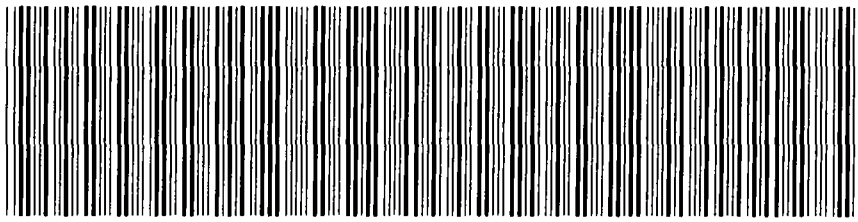
*RECORDED AT REQUEST OF*
**Fidelity National Title Insurance Company**
*RETURN BY MAIL TO*

**Robert Aronov**
**171-16 Hillside Avenue**
**Jamaica, NY 11432**

FIDELITY NATIONAL TITLE
INSURANCE COMPANY
*INCORPORATED 1928*
*"I Appreciate the Fidelity Difference!"*
*Member New York State Land Title Association*

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

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



2007042300361001003SDD6C

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2007042300361001** Document Date: 04-13-2007 Preparation Date: 05-01-2007

Document Type: DEED

**ASSOCIATED TAX FORM ID: 2007041300237**

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING | 1 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 2 |
| SMOKE DETECTOR AFFIDAVIT | 1 |

FOR CITY USE ONLY

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

C3. Book | | C4. Page | |

OR

C5. CRFN | |

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

(Rev 11/2002)

## PROPERTY INFORMATION

1. Property Location: 17-19 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: SUKHRAM (LAST NAME / COMPANY) | MOHANIE (FIRST NAME)

SUKHRAM (LAST NAME / COMPANY) | RANJIT (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

LAST NAME / COMPANY | FIRST NAME

STREET NUMBER AND STREET NAME | CITY OR TOWN | STATE | ZIP CODE

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

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: CRUZ (LAST NAME / COMPANY) | SAYONARA (FIRST NAME)

LAST NAME / COMPANY | FIRST NAME

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

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

## SALE INFORMATION

10. Sale Contract Date: 12 / 23 / 2006 (Month / Day / Year)

11. Date of Sale / Transfer: 4 / 13 / 2007 (Month / Day / Year)

12. Full Sale Price $ 397,500

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: A 1

16. Total Assessed Value (of all parcels in transfer):

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

QUEENS 15537 54

## CERTIFICATION

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

**BUYER**

Ranjit Sukhram — 4.13.07
BUYER SIGNATURE — DATE

17-19 Redfern Ave
STREET NUMBER — STREET NAME (AFTER SALE)

Queens — NY — 11691
CITY OR TOWN — STATE — ZIP CODE

**BUYER'S ATTORNEY**

Arora — Robert
LAST NAME — FIRST NAME

718 — 206-1555
AREA CODE — TELEPHONE NUMBER

**SELLER**

Sayonara Cruz — 4.13.2007
SELLER SIGNATURE — DATE

2007041300237201

CERTIFICATION

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

| BUYER | | BUYER'S ATTORNEY | |
|---|---|---|---|
| Ranjit Sukhram | 4.13.07 | Aronov | Robert |
| BUYER SIGNATURE | DATE | LAST NAME | FIRST NAME |
| 17-19 | Redfern Ave | 718 | 206-1555 |
| STREET NUMBER | STREET NAME (AFTER SALE) | AREA CODE | TELEPHONE NUMBER |
| | | SELLER | |
| Queens | NY 11691 | Saymara Torres | 4.13.07 |
| CITY OR TOWN | STATE ZIP CODE | SELLER SIGNATURE | DATE |

2007041300237201

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York )
) SS.:
County of Queens )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

17-19 REDFERN AVENUE , ,
Street Address Unit/Apt.

QUEENS New York, 15537 54 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Sayonara Cruz
Name of Grantor (Type or Print)

Sayonara Cruz
Signature of Grantor

Sworn to before me this 13 date of April 19 2007

DANI MULLAEV
Notary Public, State of New York
No. 01MU6053167
Qualified in Queens County
Commission Expires April 7, 2011

RANJIT SUKHRAM
Name of Grantee (Type or Print)

Ranjit Sukhram
Signature of Grantee

Sworn to before me this 13 date of April 19 2007

DANI MULLAEV
Notary Public, State of New York
No. 01MU6053167
Qualified in Queens County
Commission Expires April 7, 2011

SEAL

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

# Judicial Title



## YOUR TITLE EXPERTS

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR AND
CARBON MONOXIDE DETECTOR REQUIREMENTS
FOR ONE AND TWO FAMILY DWELLINGS

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

The undersigned, being duly sworn, deposes and says under the penalty of perjury that:

1. I am the grantor of the real property or of the cooperative shares in a cooperative corporation owning real property located at: 17-10 Redfern Ave Far Rockaway New York 11691
, , New York (the "Premises");
Street Address

2. The Premises is a one or two family dwelling, or a cooperative apartment or condominium unit used as a residence;

3. Installed in the Premises is an approved and operational carbon monoxide detecting device in compliance with subdivision 5-a of Section 378 of the Executive Law of the State of New York.

4. Installed in the Premises is an approved and operational single station smoke detecting alarm device in compliance with subdivision 5 of Section 378 of the Executive law of the State of New York.

5. These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime under article 210 of the Penal Law of the State of New York.

6. The word "grantor" shall be construed to read in the plural whenever the sense of this affidavit so requires.

Ranjit Sukhram

Sworn to before me this
13 day of April, 2007.

Notary Public

DANI MULLAEV
Notary Public, State of New York
No. 01MU6090157
Qualified in Queens County
Commission Expires April 7, 2011

SEAL

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

www.nyc.gov/dep

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) Property receiving service is located in the Borough of **QUEENS**
Block: **15537** Lot: **54**

(2) Account Number (if applicable):
Meter Number (if available–include the letter):

(3) Street Address of Property Receiving Service:
Street **17-19 REDFERN AVENUE** City **NY** State **NY** Zip **11691**

(4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service: (please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business:
**or** Individual: **SUKHRAM** (Last Name) **MOHANIE** (First Name) (MI)
Street **17-19 REDFERN AVENUE** City **FAR ROCKAWAY** State **NY** Zip **11691**
Home Phone(Numbers only): Business Phone(Numbers only):

## Customer Billing Information:

**PLEASE NOTE:**

**A.** Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.

**B.** Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.

**C.** Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.

(5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:
Name of Party to Receive Duplicate Copies of Bills:

(6) Mailing Address: Street City State Zip

(7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐
Tenant ☐ Other (please explain):

## Owner's Approval

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

(8) E-mail:

(9) Name of Owner: Monanie Sukhram

(10) Signature: Ranjit Sukhram

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

Date(mm/dd/yyyy): 04 / 13 / 2007



2007041300237101

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

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

2018042401209001001E04FC

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2018042401209001** Document Date: 04-13-2018 Preparation Date: 04-24-2018
Document Type: DEED
Document Page Count: 3

**PRESENTER:**
NAZMEEN SALFARLIE, ESQ.
88-18 SUTPHIN BLVD.
JAMAICA, NY 11435
718-291-7433
LAWSUCCESS@AOL.COM

**RETURN TO:**
NAZMEEN SALFARLIE, ESQ.
88-18 SUTPHIN BLVD.
JAMAICA, NY 11435
718-291-7433
LAWSUCCESS@AOL.COM

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 54 | Entire Lot | 17-19 REDFERN AVENUE |

**Property Type:** DWELLING ONLY - 1 FAMILY

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
MOHANIE SUKHRAM
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

☒ Additional Parties Listed on Continuation Page

**GRANTEE/BUYER:**
MOHANIE SUKHRAM
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

**FEES AND TAXES**

| **Mortgage :** | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 52.00 |
| Affidavit Fee: | $ | 0.00 |

| | |
|---|---|
| Filing Fee: | |
| $ | 125.00 |
| NYC Real Property Transfer Tax: | |
| $ | 0.00 |
| NYS Real Estate Transfer Tax: | |
| $ | 0.00 |

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 04-25-2018 15:20
City Register File No.(CRFN):
**2018000138288**

*City Register Official Signature*

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

2018042401209001001C067C

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)** 

**Document ID: 2018042401209001** Document Date: 04-13-2018 Preparation Date: 04-24-2018
Document Type: DEED

**PARTIES**

**GRANTOR/SELLER:**
RANJIT SUKHRAM
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

**GRANTOR/SELLER:**
DAVIANAND RAMDAT
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

**PARTIES**

**GRANTEE/BUYER:**
RANJIT SUKHRAM
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

— Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

---

**THIS INDENTURE,** made the 13 day of APRIL, in the year 2018

**BETWEEN** MOHANIE SUKHRAM & RANJIT SUKHRAM as husband and wife as to 99% interest and DAVIANAND RAMDAT as to 1% interest as tenants in common residing at 17-19 REDFERN AVENUE, FAR ROCKAWAY, NY 11691

party of the first part, and MOHANIE SUKHRAM & RANJIT SUKHRAM as husband and wife residing at 17-19 REDFERN AVENUE, FAR ROCKAWAY, NY 11691

party of the second part,

**WITNESSETH,** that the party of the first part, in consideration of

dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED

Said premises being known as 17-19 Redfern Avenue, Far Rockaway, NY 11691

Being the same premises conveyed to the party of the first part by deed dated April 13, 2007 and recorded on 5/7/2007 in CRFN #2007000236764

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF,** the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Joseph Padmore
(Witness only) Joseph Padmore PPT # 461318909

Rajesh Singh ID # 132836651
(As witness only)

Mohanie Sukhram
MOHANIE SUKHRAM

Ranjit Sukhram
RANJIT SUKHRAM

Davianand Ramdat
DAVIANAND RAMDAT
ID # 151711881

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of Queens, ss:

On the _____ day of _____ in the year 2018, before me, the undersigned, personally appeared Mohanie Shukhram and Ranjit Sukhram, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SEAL

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE**

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s) to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

**ACKNOWLEDGEMENT TAKEN ~~IN~~ OUTSIDE NEW YORK STATE**

Country: Guyana
~~State of New York~~, County of Demerara, ss:

On the 20 day of March in the year 2018, before me, the undersigned, personally appeared DAVIANAND RAMDAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Seth Pfeifer
Vice Consul
Country of Guyana
County of Demerara
City of Georgetown
Consulate of the United States of America

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE**

COMMISSION INDEFINITE

State of , County of , ss:

On the ~~20th~~ day of ~~MARCH~~ in the year 2018, before me, the undersigned personally appeared Davianand Ramdat personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

# Bargain & Sale Deed With Covenants

**MOHANIE SUKHRAM, RANJIT SUKHRAM and DAVIANAND RAMDAT**

**TO**

**MOHANIE SUKHRAM and RANJIT SUKHRAM**

**Title No.**

COUNTY: QUEENS

TOWN/CITY: FAR ROCKAWAY

PROPERTY ADDRESS: 17-19 REDFERN AVENUE, FAR ROCKAWAY NY 11691

SECTION:

BLOCK: 15537

LOT: 54

**RETURN BY MAIL TO:**

NAZMEEN SALFARLIE, ESQ.
SALFARLIE, SALFARLIE & ASSOC., P.C.
88-18 SUTPHIN BLVD.
JAMAICA, NY 11435

**DISTRIBUTED BY**
JUDICIAL TITLE
**T: 800-281-TITLE F: 800-FAX-9396**

## Schedule A Description



ALL that certain plot, place 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 on the Southeasterly side of Redfern Avenue, formerly known as Remsen Avenue, distant 483.75 feet Southerly and Southwesterly from the corner formed by the intersection of the Easterly side of Redfern Avenue with the Southerly side of Nameoke Avenue, formerly known as Canton Avenue, as measured along the said Easterly and Southeasterly side of Redfern Avenue;

RUNNING THENCE Southeasterly at right angles to Redfern Avenue, 107.40 feet (deed) 107.70 feet (actual) to land of the Long Island Railroad;

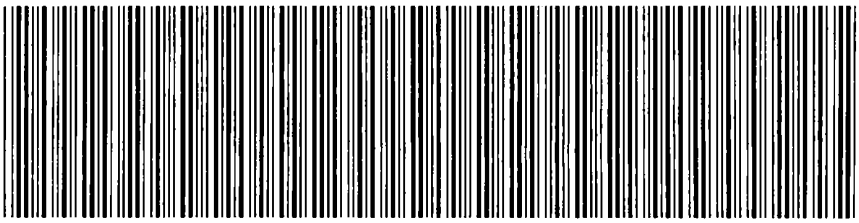
THENCE Southwesterly along said land, 22 feet (deed) 22.02 feet (actual);

THENCE Northwesterly again at right to Redfern Avenue, 106.43 feet to the Southeasterly side of Redfern Avenue;

THENCE Northeasterly along the Southeasterly side of Redfern Avenue, 22 feet to the point or place of BEGINNING.

± NSURE

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



2018042401209001001SCA7D

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2018042401209001** Document Date: 04-13-2018 Preparation Date: 04-24-2018
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2018031400017

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING | 1 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 4 |
| SMOKE DETECTOR AFFIDAVIT | 1 |

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded | CITY REGISTER | Month | Day | Year

C3. Book OR C5. CRFN | | C4. Page | APR 25 2018 |

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 17-19 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: SUKHRAM (LAST NAME / COMPANY) | MOHANIE (FIRST NAME)
SUKHRAM (LAST NAME / COMPANY) | RANJIT (FIRST NAME)

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

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

4A. Planning Board Approval - N/A for NYC
4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:
6. Ownership Type is Condominium ☐
7. New Construction on Vacant Land ☐

8. Seller Name: SUKHRAM (LAST NAME / COMPANY) | MOHANIE (FIRST NAME)
SUKHRAM (LAST NAME / COMPANY) | RANJIT (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 4 / 13 / 2018 (Month / Day / Year)

11. Date of Sale / Transfer: 4 / 13 / 2018 (Month / Day / Year)

12. Full Sale Price $ 0

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: A 1

16. Total Assessed Value (of all parcels in transfer): 8 8 3 5

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

QUEENS 15537 54

2018031400017201O1

CERTIFICATION

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

| BUYER | | BUYER'S ATTORNEY | |
|---|---|---|---|
| Mohanie Sukhram | 4/13/2018 | | |
| BUYER SIGNATURE | DATE | LAST NAME | FIRST NAME |
| 17-19 REDFERN AVENUE | | | |
| STREET NUMBER / STREET NAME (AFTER SALE) | | AREA CODE | TELEPHONE NUMBER |
| FAR ROCKAWAY | NY 11691 | SELLER | |
| CITY OR TOWN | STATE / ZIP CODE | Mohanie Sukhram | 4/13/2018 |
| | | SELLER SIGNATURE | DATE |

2018031400017201

# CERTIFICATION

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

| BUYERS | | SELLERS | |
|---|---|---|---|
| Ranjit Sukhram | 4/13/18 | Ranjit Sukhram | 4/13/18 |
| Buyer Signature | Date | Seller Signature | Date |
| | | Dawanand Ramdat | 3/20/18 |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
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| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |
| Buyer Signature | Date | Seller Signature | Date |

2018031400017201

Grantee (Buyer)

| LAST NAME / COMPANY | FIRST NAME |
|---|---|
| Grantor (Seller) | |
| RAMDAT | DAVIANAND |
| LAST NAME / COMPANY | FIRST NAME |
| Grantee (Buyer) | |
| LAST NAME / COMPANY | FIRST NAME |
| Grantor (Seller) | |
| LAST NAME / COMPANY | FIRST NAME |
| Grantee (Buyer) | |
| LAST NAME / COMPANY | FIRST NAME |
| Grantor (Seller) | |
| LAST NAME / COMPANY | FIRST NAME |
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| Grantee (Buyer) | |
| LAST NAME / COMPANY | FIRST NAME |
| Grantor (Seller) | |
| LAST NAME / COMPANY | FIRST NAME |
| Grantee (Buyer) | |
| LAST NAME / COMPANY | FIRST NAME |
| Grantor (Seller) | |
| LAST NAME / COMPANY | FIRST NAME |

# AFFIDAVIT OF COMPLIANCE
## WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

**State of New York**
**County of** Queens } **SS.:**

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

17-19 REDFERN AVENUE , ,
Street Address Unit/Apt.

QUEENS Borough New York, 15537 Block 54 Lot (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

MOHANIE SUKHRAM
Name of Grantor (Type or Print)

Mohanie Sukhram
Signature of Grantor

SEAL

Sworn to before me
this 13 day of April 2018

NAZMEEN SALFARLIE
Notary Public, State of New York
No. 02SA6039363
Qualified in Suffolk County
Commission Expires March 27, 2022

MOHANIE SUKHRAM
Name of Grantee (Type or Print)

Mohanie Sukhram
Signature of Grantee

SEAL

Sworn to before me
this 13 day of April 2018

NAZMEEN SALFARLIE
Notary Public, State of New York
No. 02SA6039363
Qualified in Suffolk County
Commission Expires March 27, 2022

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

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

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) **Property receiving service: BOROUGH: QUEENS** **BLOCK: 15537** **LOT: 54**

(2) **Property Address: 17-19 REDFERN AVENUE, QUEENS, NY 11691**

(3) **Owner's Name:** **SUKHRAM , MOHANIE**

**Additional Name:** **SUKHRAM , RANJIT**

## Affirmation:

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

## Customer Billing Information:

### Please Note:

**A.** Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

**B.** Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

## Owner's Approval:

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

Print Name of Owner:

Signature: Mohanie Sukhram Date (mm/dd/yyyy) 4/13/2018

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

FINANCE
NEW • YORK
MARTHA E. STARK
COMMISSIONER

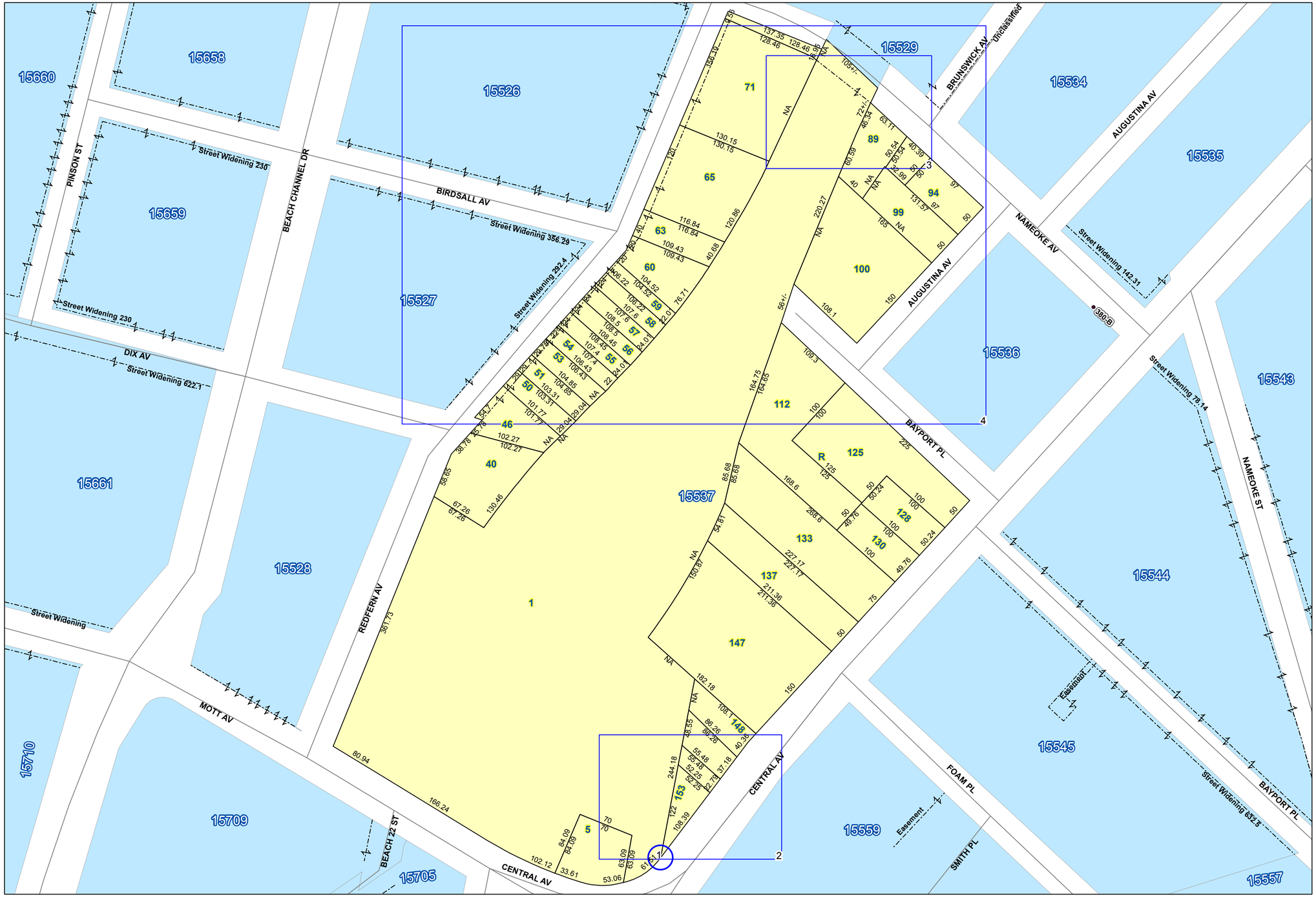
# NYC Digital Tax Map

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537

**Legend**

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon




Feet
0 10 20 40 60 80

The People of the State of New York, by the Grace of God Free and Independent,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know Ye, That, pursuant to a resolution of the Board of Commissioners of the Land Office, adopted June 9, 1938, and to the provisions of Section 9, Subdivisions 10 and 16 of Chapter 677 of the Laws of 1909, as amended, in consideration of the sum of one dollar ($1.00), lawful money of the United States, paid by The Long Island Rail Road Company, a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at Jamaica Station, Sutphin Boulevard and Archer Street, Jamaica, in the Borough and County of Queens, City and State of New York, said principal office having no street number, we have granted and conveyed and by these presents do grant and convey unto the said THE LONG ISLAND RAIL ROAD COMPANY, its successors and assigns, the lands described as follows:

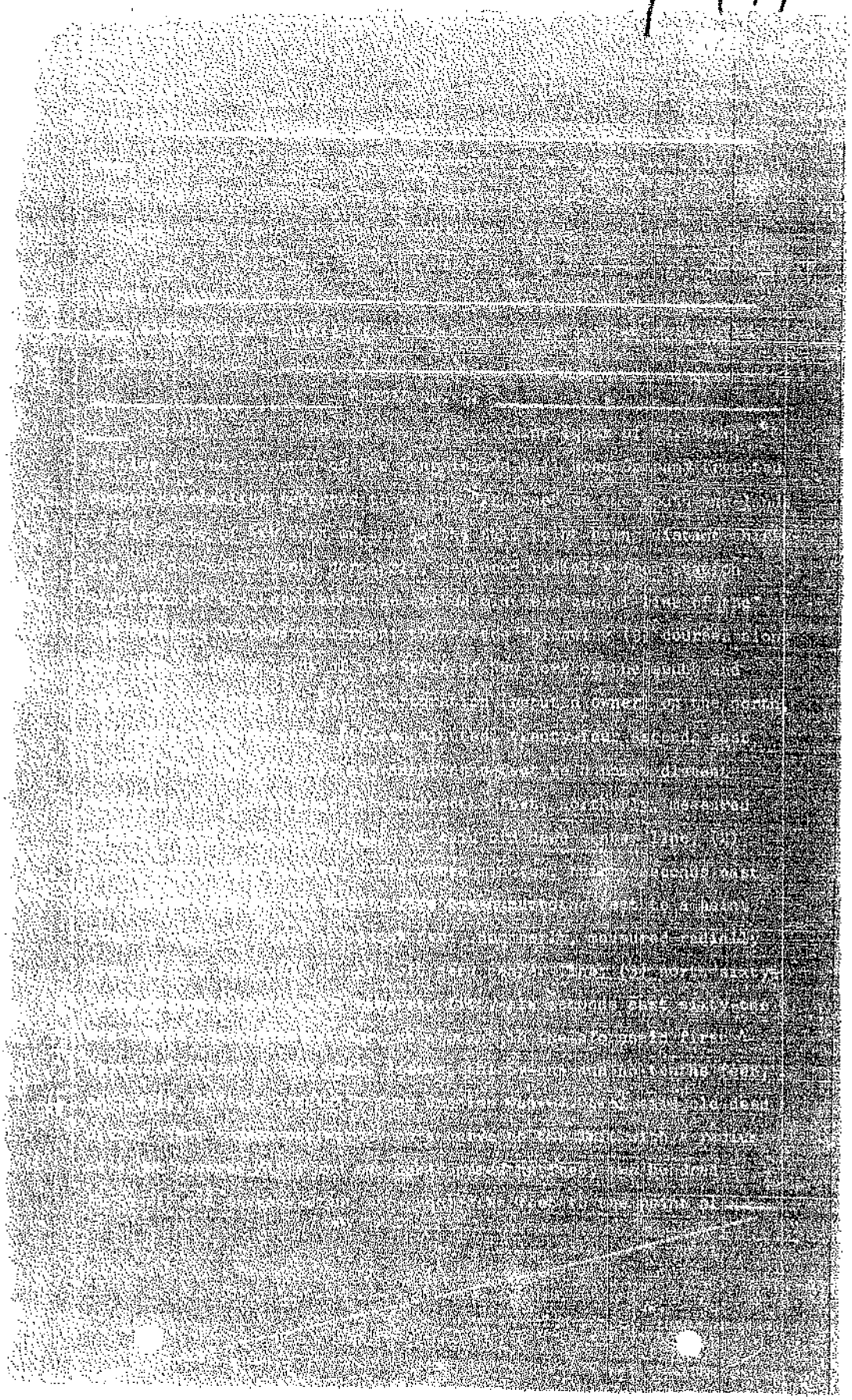
All those pieces or parcels of land situate in the Borough of Queens, County of Queens, City and State of New York, Transit Commission Case No. 2586 for the elimination of grade crossings on the Long Island Railroad from Rockaway Park (Rockaway Beach Branch) to Far Rockaway (Far Rockaway Branch) as shown on the map accompanying the application hereto and on file in the Department of State, Albany, New York, designated and described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the dividing line between lands of Wm. Wyer, Trustee of the property of The Long Island Rail Road Company (reputed owner) hereinafter referred to as the "Trustee" on the north and lands of the State of New York on the south with the westerly street line of Beach 109th Street said point being distant thirty and no tenths feet southerly and at right angles from Station 8+4-71.7% of the hereinafter described deed center line of the Rockaway Beach Branch of the "Trustee"; thence south thirteen degrees, one minute, sixteen seconds east, twenty-nine and [illegible] feet along said westerly line of Beach 109th Street, crossing on lands of the State of New York to a point

7079 of 396
Letters Patent

p 477



STATE OF NEW YORK
SUPREME COURT COUNTY OF QUEENS

BAYVIEW LOAN SERVICING, LLC,

Plaintiff,

v.

DAVIANAND RAMDAT, MOHANIE SUKHRAM, RANJIT SUKHRAM, MIDLAND FUNDING, LLC, CYPRESS FINANCIAL RECOVERIES, LLC, and JOHN DOE,

Defendants.

SUMMONS
FORECLOSURE ACTION

Index No.:

MORTGAGED PREMISES:
17-19 Redfern Avenue a/k/a 1719 Redfern Avenue
Far Rockaway, NY 11691

SBL#: Block 15537 Lot 54

TO THE ABOVE NAMED DEFENDANTS;

YOU ARE HEREBY SUMMONED to answer the Complaint in the above action and serve a copy of your Answer on the plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Queens County is designated as the place of trial. The basis of venue is the location of the mortgaged premises.

**NOTICE YOU ARE IN DANGER OF LOSING YOUR HOME**

**If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.**

**Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.**

**Sending a payment to your mortgage company will not stop this foreclosure action.**

**YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.**

DATED: 11/1/17

WOODS OVIATT GILMAN LLP
Kathryn E. Assini, Esq.
*Attorneys for Plaintiff*
Woods Oviatt Gilman LLP
700 Crossroads Building.
2 State Street
Rochester, NY 14614
Tel.: (855)227-5072

STATE OF NEW YORK
SUPREME COURT COUNTY OF QUEENS

| | |
|---|---|
| BAYVIEW LOAN SERVICING, LLC,<br><br>Plaintiff,<br><br>v.<br><br>DAVIANAND RAMDAT, MOHANIE SUKHRAM, RANJIT SUKHRAM, MIDLAND FUNDING, LLC, CYPRESS FINANCIAL RECOVERIES, LLC, and JOHN DOE,<br><br>Defendants. | FORECLOSURE COMPLAINT<br><br>Index No.:<br><br>MORTGAGED PREMISES:<br>17-19 Redfern Avenue a/k/a 1719 Redfern Avenue<br>Far Rockaway, NY 11691<br><br>SBL#: Block 15537 Lot 54 |

Plaintiff alleges:

1. Plaintiff is a limited liability company duly organized and existing under the laws of the State of Florida.

2. Upon information and belief, the defendants reside at or have offices at the locations set forth in Exhibit "A."

3. Defendants are made parties to this action in the capacities set forth in Exhibit "A."

4. The defendant Davianand Ramdat, ("principal defendant") executed a note or notes as more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof (the note or notes set forth in Exhibit "B" are collectively hereinafter referred to as the "Note").

5. Plaintiff is the holder of the subject mortgage and note, or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note. Attached hereto as Exhibit “C” is a copy of the original Note.

6. There is due and owing on the Note, as modified, a principal balance of $502,696.21 good through November 30, 2017, together with: accrued interest from March 1, 2016 at a rate of 3.875%, charges for advances permitted and secured by the Mortgage and late charges incurred

prior to acceleration, less credits, if any, for funds held in escrow or payments held in suspense (the "Indebtedness"). In addition, plaintiff is due the sums advanced for costs, allowances and reasonable attorney's fees if permitted by the terms of the mortgage.

7. Pursuant to the terms of the Note, as modified, the principal defendant promised to pay the Indebtedness to the plaintiff in monthly installments of principal and interest.

8. The Note, as modified, is in default due to the principal defendant's failure to repay the Indebtedness in accordance with the terms of the Note, as modified. The principal defendant failed to pay the April 1, 2016 payment and subsequent installments due on the Note, as modified.

9. As security for repayment of the Indebtedness, Davianand Ramdat, Mohanie Sukhram, and Ranjit Sukhram, executed a mortgage or mortgages, as more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof, recorded as a lien upon real property owned by them, described on the attached Exhibit "D" (the mortgage or mortgages set forth in Exhibit "B" are collectively hereinafter referred to as the "Mortgage").

10. Upon information and belief, all applicable mortgage taxes were paid at the time of recording the Mortgage.

11. Plaintiff is the current Mortgagee of record.

12. Davianand Ramdat executed a Loan Modification Agreement more particularly described and set forth in Exhibit "B" annexed hereto and made a part hereof.

13. Upon information and belief, all applicable mortgage tax on the modified principal will be paid pursuant to applicable tax law upon recording; should it be determined that any or all of the modifications are not in recordable form, all applicable taxes on the increase in principal balance will be paid pursuant to tax law section 258-a.

14. Plaintiff issued a 90 day notice to Davianand Ramdat, Mohanie Sukhram, and Ranjit Sukhram, in the prescribed form pursuant to Real Property Actions and Proceedings Law §1304 on July 12, 2017.

15. Plaintiff has complied with the provisions of RPAPL §1306 and the loan at issue in this action complied with the provisions of Banking Law §§ 595-a, 6-l and 6-m, as applicable.

16. As a result of Davianand Ramdat, default by failing to make his payments as promised in the Note and as a result of Davianand Ramdat, Mohanie Sukhram, and Ranjit Sukhram's, default by failing to make their payments as promised in the Mortgage, the plaintiff has previously elected and hereby elects to call due the entire amount presently secured by the Mortgage, plus accrued interest, together with amounts plaintiff has paid or may pay for real property taxes, insurance and/or attorneys' fees as provided by the Note and Mortgage.

17. During the pendency of this action, the plaintiff may be compelled to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises. In that event, the plaintiff requests that such amounts with interest, should be added to the sum secured by the Mortgage.

18. Upon information and belief, prior proceedings were commenced to collect or enforce the Note and Mortgage, which actions have been discontinued, otherwise disposed of by the Court, or is in the process of being discontinued. It is the intent of the Plaintiff that this action be the only pending action to enforce the Note and Mortgage.

19. All defendants in this action claim to have some interest in or lien upon the real property covered by the Mortgage. All of the defendants' interests are subordinate to the plaintiff's interest.

20. All agencies or instrumentalities of Federal, State and local government (by whatever name designated) that are named as defendants in this action, are made parties solely by reason of the material set forth in Exhibit "A", and for no other reason.

WHEREFORE, plaintiff demands judgment:

(a) determining the amount due for principal, interest, taxes, insurance, costs, reasonable attorneys' fees and other charges;

(b) declaring that the defendants and all persons claiming an interest in the property subsequent to the filing of the Notice of Pendency be foreclosed of any interest or equity of redemption in the mortgaged premises and fixtures;

(c) declaring that the mortgaged premises and fixtures be sold according to law;

(d) awarding the sale proceeds to the plaintiff to the extent determined under (a) above;

(e) declaring that any of the parties to this action may become a purchaser upon such sale;

(f) appointing a Receiver of the rents and profits of the mortgaged premises;

(g) adjudging Davianand Ramdat to be liable to plaintiff for any deficiency of the indebtedness that may remain after applying the proceeds of the real property, fixtures, and granting plaintiff a money judgment for that amount, provided a motion for a deficiency judgment shall be made as prescribed by Section 1371 of the Real Property Actions and Proceedings Law within the time limited therein;

(h) granting the plaintiff such additional relief as is proper.

Plaintiff specifically reserves its rights to share in any surplus monies arising from the sale of the mortgaged premises by virtue of its position as a lien creditor other than by the Mortgage.



WOODS OVIATT GILMAN LLP
Kathryn E. Assini, Esq.
*Attorneys for Plaintiff*
Woods Oviatt Gilman LLP
700 Crossroads Building.
2 State Street
Rochester, NY 14614
Tel.: (855)227-5072

EXHIBIT A

| Defendant | |
|---|---|
| Davianand Ramdat<br>88-18 Sutphin Boulevard<br>Jamaica, NY 11435 | Record Owner, Obligor and Mortgagor by virtue of a Deed, Note and Mortgage. |
| Mohanie Sukhram<br>88-18 Sutphin Boulevard<br>Jamaica, NY 11435 | Record Owner and Mortgagor by virtue of a Deed and Mortgage. |
| Ranjit Sukhram<br>88-18 Sutphin Boulevard<br>Jamaica, NY 11435 | Record Owner and Mortgagor by virtue of a Deed and Mortgage. |
| Midland Funding, LLC<br>8875 Aero Drive, STE 200<br>San Diego, CA 92123 | Lienor by virtue of a judgment docketed May 29, 2013 in the amount of $4,191.32. |
| Cypress Financial Recoveries, LLC<br>175 W. Washington Ave, STE 9<br>Dumont, NJ 07628 | Lienor by virtue of a judgment docketed October 4, 2012 in the amount of $2,158.09. |
| John Doe<br>17-19 Redfern Avenue a/k/a 1719 Redfern Avenue<br>Far Rockaway, NY 11691 | A fictitious name intending to represent tenants and/or occupants of the mortgaged premises. |

# EXHIBIT B

Note(s):

Note from Davianand Ramdat, dated April 13, 2007, in the original principal amount of $318,000.00, plus interest ("Note").

Mortgage(s):

Mortgage from Davianand Ramdat, Mohanie Sukhram, and Ranjit Sukhram, dated April 13, 2007, in the original principal amount of $318,000.00, and recorded in the Office of the City Register of the City of New York on May 7, 2007 in CRFN 2007000236765.

Said Mortgage was assigned by an Assignment of Mortgage executed on September 20, 2010 and recorded in the Office of the City Register of the City of New York on October 5, 2010 in CRFN 2010000334101.

Said Mortgage was further assigned by an Assignment of Mortgage executed on April 4, 2014 and recorded in the Office of the City Register of the City of New York on June 19, 2014 in CRFN 2014000209840.

Consolidation(s) and/or Modification(s) (if applicable):

The above Mortgage was modified by a Loan Modification Agreement effective on January 13, 2016 increasing the unpaid principal balance of the debt to $504,844.49 ($406,926.45 @ 3.875%, and $97,918.04 @ 0%), upon which mortgage tax will be paid pursuant to Tax Law 258-a.

EXHIBIT C

[redacted]

# InterestFirst℠ NOTE

April 13, 2007 [Date] Far Rockaway [City] NY [State]

17-19 Redfern Ave
Far Rockaway, NY 11691 [Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. $ 318,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is:
JPMorgan Chase Bank, N.A.
a bank which is organized and existing under the laws of the United States of America
I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the First day of each month beginning on June 1st 2007 . I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on May 1, 2037 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at JPMorgan Chase Bank, N.A., c/o Chase Home Finance, LLC
3415 Vision Drive, Columbus, OH 43219 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. $ 1,987.50 for the first 120 months of this Note, and thereafter will be in the amount of U.S. $ 2,561.79 . The Note Holder will notify me prior to the date of change in monthly payment.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment

[redacted]

unless the Note Holder agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of interest and/or principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

[redacted]

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

| | |
|---|---|
| _____ (Seal) -Borrower | Davianand Ramdat (Seal) -Borrower |
| _____ (Seal) -Borrower | _____ (Seal) -Borrower |
| _____ (Seal) -Borrower | _____ (Seal) -Borrower |
| _____ (Seal) -Borrower | _____ (Seal) -Borrower |

Pay to the Order of
Without Recourse
JPMorgan Chase Bank, N.A.
BY: CHARLOTTE OBV/ASSISTANT SECRETARY

*[Sign Original Only]*

[redacted]

**Schedule A Description**

Title Number [redacted] Page 1

ALL that certain plot, 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 on the Southeasterly side of Redfern Avenue, formerly known as Remsen Avenue, distant 483.75 feet Southerly and Southwesterly from the corner formed by the intersection of the Easterly side of Redfern Avenue with the Southerly side of Nameoke Avenue, formerly known as Canton Avenue, as measured along the said Easterly and Southeasterly side of Redfern Avenue;

RUNNING THENCE Southeasterly at right angles to Redfern Avenue, 107.40 feet (deed) 107.70 feet (actual) to land of the Long Island Railroad;

THENCE Southwesterly along said land, 22 feet (deed) 22.02 feet (actual);

THENCE Northwesterly again at right to Redfern Avenue, 106.43 feet to the Southeasterly side of Redfern Avenue;

THENCE Northeasterly along the Southeasterly side of Redfern Avenue, 22 feet to the point or place of BEGINNING.

EXHIBIT D

Property Address:
17-19 Redfern Avenue a/k/a 1719 Redfern Avenue
Far Rockaway, NY 11691

Block 15537 Lot 54

ALL that certain plot, 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 on the southeasterly side of Redfern Avenue, formerly known as Remsen Avenue, distant 483.75 feet Southerly and Southwesterly from the corner formed by the intersection of the easterly side of Redfern Avenue with the Southerly side of Nameoke Avenue, formerly known as Canton Avenue, as measured along the said Easterly and Southeasterly side of Redfern Avenue;

RUNNING THENCE Southeasterly at right angles to Redfern Avenue, 107.40 feet (deed) 107.70 feet (actual) to land of the Long Island Railroad;

THENCE Southwesterly along said land, 22 feet (deed) 22.02 feet (actual);

THENCE Northwesterly again at right to Redfern Avenue, 106.43 feet to the Southeasterly side of Redfern Avenue;

THENCE Northeasterly along the Southeasterly side of Redfern Avenue, 22 feet to the point or place of BEGINNING.

Subject to easements, covenants, and restriction of record.

QUEENS COUNTY CLERK
Application for INDEX NUMBER pursuant to
Sect. 8018-A-CPLR

**INDEX NUMBER**

**FEE $400.00**
**DO NOT WRITE IN THIS SPACE**

SUPREME COURT: QUEENS COUNTY

**TITLE OF ACTION OR PROCEEDING**

**STATE OF NEW YORK**
**SUPREME COURT** **COUNTY OF QUEENS**

BAYVIEW LOAN SERVICING, LLC,

Plaintiff,

v.

**FORECLOSURE**

**Index No.:**

DAVIANAND RAMDAT, MOHANIE SUKHRAM, RANJIT SUKHRAM, MIDLAND FUNDING, LLC, CYPRESS FINANCIAL RECOVERIES, LLC,
and JOHN DOE,

Defendants.

WOODS OVIATT GILMAN LLP, Kathryn E. Assini, Esq.
700 Crossroads Building, 2 State Street, Rochester, New York 14614
**Name and address of Attorney for Plaintiff or Petitioner**

**Name and address of Attorney for Defendant or Respondent**

WOODS OVIATT GILMAN LLP
**Name of Payor**

**DO NOT DETACH RECEIPT**

**FEE $35.00**

**ENDORSE THIS INDEX NUMBER ON ALL PAPERS**

**STATE OF NEW YORK**
**SUPREME COURT** **COUNTY OF QUEENS**

BAYVIEW LOAN SERVICING, LLC,

Plaintiff,

v.

**DO NOT WRITE IN THIS SPACE**

DAVIANAND RAMDAT, MOHANIE SUKHRAM, RANJIT SUKHRAM, MIDLAND FUNDING, LLC, CYPRESS FINANCIAL RECOVERIES, LLC,
and JOHN DOE,

Defendants.

{4952463:5 }

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

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

2018073000231001001EEAA0

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2018073000231001** Document Date: 07-26-2018 Preparation Date: 07-30-2018
Document Type: ADDITIONAL MORTGAGE TAX
Document Page Count: 3

**PRESENTER:**
CLOSING USA
903 ELMGROVE ROAD
ROCHESTER, NY 14624
SUPPORT@SIMPLIFILE.COM

**RETURN TO:**
CLOSING USA, LLC
7665 OMNITECH PL
VICTOR, NY 14564
SUPPORT@SIMPLIFILE.COM

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 54 | Entire Lot | 17-19 REDFERN AVENUE |

**Property Type:** DWELLING ONLY - 1 FAMILY

**CROSS REFERENCE DATA**

**CRFN:** 2007000236765
☒ Additional Cross References on Continuation Page

**PARTIES**

**PAYER:**
DAVIANAND RAMDAT
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

**PARTY TWO:**
JPMORGAN CHASE BANK NA
1111 POLARIS PARKWAY
COLUMBUS, OH 43240

☒ Additional Parties Listed on Continuation Page

**FEES AND TAXES**

| **Mortgage :** | | |
|---|---|---|
| Mortgage Amount: | $ | 318,000.00 |
| Taxable Mortgage Amount: | $ | 187,352.25 |
| Exemption: | | 255 |
| TAXES: County (Basic): | $ | 937.00 |
| City (Additional): | $ | 1,874.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 468.50 |
| MTA: | $ | 532.20 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 3,811.70 |
| Recording Fee: | $ | 52.00 |
| Affidavit Fee: | $ | 8.00 |

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 07-30-2018 15:02
City Register File No.(CRFN): **2018000253104**

*City Register Official Signature*

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

2018073000231001001CE820

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)** 

**Document ID: 2018073000231001** Document Date: 07-26-2018 Preparation Date: 07-30-2018
Document Type: ADDITIONAL MORTGAGE TAX

**CROSS REFERENCE DATA**
**CRFN:** 2010000334101
**CRFN:** 2014000209840

**PARTIES**

**PAYER:**
MOHANIE SUKHRAM
17-19 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

**AFFIDAVIT UNDER SECTION 255 & 258-a OF THE NEW YORK STATE TAX LAW**

STATE OF NEW YORK )
COUNTY OF MONROE )SS.:

Todd Z. Marks, Esq., being duly sworn, deposes and says:

That I am an Attorney with Woods Oviatt Gilman LLP with offices at 2 State Street, Rochester, NY 14614, and I am familiar with the facts set forth herein:

1. That a certain mortgage, as made between Davianand Ramdat, Mohanie Sukhram, and Ranjit Sukhram, in favor of JPMorgan Chase Bank, N.A. dated April 13, 2007, was recorded in the Office of the City Register of the City of New York in CRFN: 2007000236765 in the face amount of $318,000.00, upon which a mortgage tax of $6,489.00 was paid. Such mortgage covers the premises of 17-19 Redfern Ave in the Borough and County of Queens, State of New York with the Tax I.D. Block 15537, Lot 54. This premises is improved by a 1-2 family dwelling.

2. That the maximum amount secured by the above referenced mortgage is $318,000.00, all of which has been loaned or advanced and has become secured hereby.

3. That no reloans or readvances have become secured under such previously recorded instruments.

4. Said Mortgage was assigned by an Assignment of Mortgage from JPMorgan Chase Bank, NA to Chase Home Finance, LLC executed on September 20, 2010 and recorded in the Office of the City Register of the City of New York on October 5, 2010in CRFN: 2010000334101.

Said Mortgage was assigned by an Assignment of Mortgage from JPMorgan Chase Bank, NA s/b/m Chase Home Finance LLC to Bayview Loan Servicing, LLC executed on April 4, 2014 and recorded in the Office of the City Register of the City of New York on June 19, 2014 in CRFN: 2014000209840.

5. That, at this time, this Affidavit is being presented to the Office of the Clerk of the County of Queens for the purpose of paying the applicable mortgage tax under New York Law §255. Said modification is not an original or is un-recordable pursuant to RPL §291. This affidavit is presented for the limited purpose of paying the requisite mortgage tax pursuant to New York State Law §258-a.

6. That said modification agreement between Davianand Ramdat, of 17-19 Redfern Ave, Far Rockaway, New York 11691 in favor of Bayview Loan Servicing, LLC, located at 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146, was dated January 30, 2016 and executed on June 1, 2016, and upon which an additional mortgage tax of $3,811.70 is to be paid. Said mortgage tax is due only on the Capitalized amount of $187,352.25, which reflects the difference between the new unpaid principal balance of $504,844.49 and

the unpaid principal balance at the time of modification $317,492.24. The interest rate of this modification is 3.875%.

7. That the new unpaid principal balance of $504,844.49 is the maximum amount of principal debt secured herein, consisting of the unpaid amounts loaned to the mortgagor by the lender, plus all interest and other amounts capitalized to date, and the unpaid principal balance at the time of the modification.

PURSUANT to the law of this State, it is respectfully requested that this instrument be recognized for the purpose of tendering mortgage tax at this time. That the supplemental instrument be declared exempt from taxation pursuant to the provisions of §255 of Article II of the Tax Law.

Todd Z. Marks, Esq.

STATE OF NEW YORK )
COUNTY OF MONROE)

On the 26 day of July in the year 2018 Subscribed and sworn to before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Z. Marks, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELIZABETH SCOTT TORTORA NOTARY PUBLIC STATE OF NEW YORK NO. 01SC6270592 QUALIFIED IN MONROE COUNTY COMM. EXP. 10-22-2020

Notary Public

# Closing USA, LLC

## SCHEDULE A

## DESCRIPTION OF MORTGAGED PREMISES

Title No.: **DS160042492**

ALL that certain plot, 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 on the southeasterly side of Redfern Avenue, formerly known as Remsen Avenue, distant 483.75 feet Southerly and Southwesterly from the corner formed by the intersection of the easterly side of Redfern Avenue with the Southerly side of Nameoke Avenue, formerly known as Canton Avenue, as measured along the said Easterly and Southeasterly side of Redfern Avenue;

RUNNING THENCE Southeasterly at right angles to Redfern Avenue, 107.40 feet (deed) 107.70 feet (actual) to land of the Long Island Railroad;

THENCE Southwesterly along said land, 22 feet (deed) 22.02 feet (actual);

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

2018073000231001001S2421

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2018073000231001** Document Date: 07-26-2018 Preparation Date: 07-30-2018
Document Type: ADDITIONAL MORTGAGE TAX

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| 255 MORTGAGE TAX EXEMPT AFFIDAVIT | 3 |

**AFFIDAVIT UNDER SECTION 255 & 258-a OF THE NEW YORK STATE TAX LAW**

STATE OF NEW YORK )
COUNTY OF MONROE )SS.:

Todd Z. Marks, Esq., being duly sworn, deposes and says:

That I am an Attorney with Woods Oviatt Gilman LLP with offices at 2 State Street, Rochester, NY 14614, and I am familiar with the facts set forth herein:

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2. That the maximum amount secured by the above referenced mortgage is $318,000.00, all of which has been loaned or advanced and has become secured hereby.

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5. That, at this time, this Affidavit is being presented to the Office of the Clerk of the County of Queens for the purpose of paying the applicable mortgage tax under New York Law §255. Said modification is not an original or is un-recordable pursuant to RPL §291. This affidavit is presented for the limited purpose of paying the requisite mortgage tax pursuant to New York State Law §258-a.

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7. That the new unpaid principal balance of $504,844.49 is the maximum amount of principal debt secured herein, consisting of the unpaid amounts loaned to the mortgagor by the lender, plus all interest and other amounts capitalized to date, and the unpaid principal balance at the time of the modification.

PURSUANT to the law of this State, it is respectfully requested that this instrument be recognized for the purpose of tendering mortgage tax at this time. That the supplemental instrument be declared exempt from taxation pursuant to the provisions of §255 of Article II of the Tax Law.

Todd Z. Marks, Esq.

STATE OF NEW YORK )
COUNTY OF MONROE)

On the 26 day of July in the year 2018 Subscribed and sworn to before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Z. Marks, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELIZABETH SCOTT TORTORA NOTARY PUBLIC STATE OF NEW YORK NO. 01SC6270592 QUALIFIED IN MONROE COUNTY COMM. EXP. 10-22-2020

Notary Public

# Closing USA, LLC

## SCHEDULE A

## DESCRIPTION OF MORTGAGED PREMISES

Title No.: **DS160042492**

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RUNNING THENCE Southeasterly at right angles to Redfern Avenue, 107.40 feet (deed) 107.70 feet (actual) to land of the Long Island Railroad;

THENCE Southwesterly along said land, 22 feet (deed) 22.02 feet (actual);

THENCE Northwesterly again at right to Redfern Avenue, 106.43 feet to the Southeasterly side of Redfern Avenue;

THENCE Northeasterly along the Southeasterly side of Redfern Avenue, 22 feet to the point or place of BEGINNING.

**Title Number: CT19-00081-Q**

# CERTIFICATE FOR TITLE INSURANCE

Issued by

## Chicago Title Insurance Company

Chicago Title Insurance Company, a Florida Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:
Underwriter's Name and Phone Number: Timothy P. Ring, Esq.
Vice President; New York State Counsel
Phone: 914-684-3613 Fax: 914-949-5845
timothy.ring@ctt.com

**CHICAGO TITLE INSURANCE COMPANY**

Issued by:
Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017

Dated: March 28, 2019

Certified by: Timothy P. Ring

Redated
By: _____

By:




Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

# CHICAGO TITLE INSURANCE COMPANY

## CONDITIONS AND STIPULATIONS

Title Number CT19-00081-Q

1. This Certificate shall be null and void

   (A) if the fees therefore are not paid;

   (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

   (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;

   (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

# Chicago Title Insurance Company

## KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

### CUSTOMER SERVICE

Annette Cornell
Telephone: 212-880-1482
Annette.Cornell@CTT.com

Angelica Duran
Telephone: 212-880-1227
Angelica.Duran@CTT.com

### STATUS OF A CURRENT OR CLOSED TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

### LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

### TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

### BILLING INQUIRIES

Kathy Kinghan, Accounting Manager
Telephone Number: 212-880-1470
Kathy.Kinghan@CTT.com

### GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

***THANK YOU FOR YOUR BUSINESS***

Joneth L. Mancini, Senior Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.COM

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

# Order Confirmation

**Title Number:** CT19-00081-Q
**Date of Application:** 01/28/2019
**Estimated Reporting Date:** 04/15/19

**Sales Representative:**
Neil Falcone
212-880-1484
Neil.Falcone@ctt.com

## TRANSACTION INFORMATION

**Notes:**

**Loan Liability:** $10,000.00

**Purchaser/Borrower:** RV MOTT LLC

**Lender:** Lender to be provided

**Property:** 20-10 Mott Avenue, Far Rockaway, NY
Block 15537 Lot 5
Queens County
======

**Survey Instructions**: Client will advise

**Searches Ordered:** Emergency Repair;

## PARTIES TO THE TRANSACTION:

**Applicant**
Oliver G. Chase, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ochase@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Attorney**
Christine A. Coletta, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ccoletta@hseny.com
PHONE: 212-598-2119 FAX: 212-302-8536

**Attorney**
Gill Benedek, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: gbenedek@hseny.com
PHONE: 212-598-3212 FAX: 212-302-8536

**Additional Party**
Matthew Kelly
Phipps Houses
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: mkelly@phippsny.org
PHONE: 212-243-9090

**If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.**

**Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at http://nyrates.ctic.com.**

**Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.**

# Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!**

**THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

## SCHEDULE A

TITLE NO. CT19-00081-Q EFFECTIVE DATE: March 28, 2019

**ALTA Loan Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

RV Mott LLC, a New York limited liability company

Title acquired under Deed dated 11/16/2018, recorded 12/4/2018 in CRFN 2018000399971, made by Capital One, National Association.
(Exhibit A)

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**

# Chicago Title Insurance Company

Title Number: CT19-00081-Q

## SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway, in the 5th Ward, in the Borough of Queens, County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Mott Avenue as shown on the Final Topographical Map of the City of New York, distant 61.51 feet southerly and westerly from the most northerly end of the arc of a curve having a radius of 95 feet connecting the northerly side of Mott Avenue with the westerly side of Far Rockaway Boulevard also shown on the said Final Topographical Map;

RUNNING THENCE westerly along the arc of said curve, a distance of 53.06 feet to the southerly end of said curve;

RUNNING THENCE westerly along the northerly side of Mott Avenue, a distance of 33.61 feet;

RUNNING THENCE

North 6 degrees 54 minutes 13.6 seconds West, a distance of 84.09 feet along the easterly side of the parking lot;

RUNNING THENCE easterly on a line drawn at right angles to the last mentioned course, 70 feet;

RUNNING THENCE southerly on a line forming an interior angle of 101 degrees 00 minutes 12 seconds with the last described course, 63.09 feet to the point or place of BEGINNING.

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

### EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

# Chicago Title Insurance Company

Title Number: CT19-00081-Q

**SCHEDULE B-1**
**(REQUIREMENTS)**

**The following are requirements to be complied with for a title policy to issue:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

3. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.

4. This Company will no longer accept a check over the amount of $5,000.00 which is not **certified** unless prior arrangements have been made.

5. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.

6. Mortgage returned herein: (0).

7. Rights of tenants or persons in possession.

8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.

9. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

10. For information only, as required by law, Patriot Searches have been run against the following name(s):

    RV Mott LLC

11. Proof is required that RV Mott LLC has been validly formed and that it has not been dissolved.

    NOTE: This may be established by an affidavit from a member, manager or attorney representing the LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

12. With respect to RV Mott LLC the following proofs and documents must be submitted to this Company:

    a. Articles of Organization, together with any amendments thereto;
    b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
    c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

13. Searches have been run at the County level for judgments, Federal Tax Liens, UCCs and bankruptcies in the appropriate District, against the following name(s):

    RV Mott LLC

    No Returns

14. The nature of the mortgage transaction to be insured herein must be disclosed to this Company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.

15. NOTE: The address of the premises must be set forth on the first page of every Mortgage instrument or the City Register will not accept same for recording.

16. Satisfactory proof by affidavit must be furnished whether any work has been done upon the premises by the City of New York, or any demand made by the City for any work, which may result in charges being imposed by:

    a) the New York City Department of Rent and Housing Maintenance, Emergency Services;

    b) the New York City Department of Environmental Protection for Water Tap closing or any related work; and

    c) by the New York City Department of Health;

    whether or not such charges are liens against which this policy protects.

17. Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection,

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

re-inspection, examination or service performed by the Department of Buildings or permit issued by the Department of Buildings have been levied, charged, created or incurred, which may become a lien upon the premises, whether or not such charges are liens against which this policy insures.

18. The Search did not disclose any open mortgages or deed of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

# Chicago Title Insurance Company

Title Number: CT19-00081-Q

**SCHEDULE B-2**
**(EXCEPTIONS)**

**The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:**

1. Survey Reading - See attached.

2. The following UCC filings are filed in Albany and are turned out for information only:

   RV Mott LLC / No Return

3. Tax Search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, and estimated water and sewer reading amounts which have been reported herein.

   NOTE: To omit this exception an actual meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods.

4. Tax Search discloses unofficial payment. Proof of payment by paid receipt or cancelled check must be submitted to the Company at or prior to closing.

# CHICAGO TITLE INSURANCE COMPANY
## COMMON EXCEPTIONS AFFIDAVIT

State of New York )
)ss.
County of _____ )

*STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE*

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____(the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT19-00081-Q issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.

2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.

3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.

4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s) _____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.

5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.

6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.

7. That there are presently _____ tenants in the Premises, and that each of the tenants is

   _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or

   _____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

   That there are no tenants in possession of the captioned premises.

8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

   _____
   _____

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

_____

Sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

# Chicago Title Insurance Company

Title Number: CT19-00081-Q

**SURVEY READING**

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.

# Chicago Title Insurance Company

Title Number: CT19-00081-Q

## MORTGAGE SCHEDULE

No open Mortgages found of record.

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

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1900081QUD**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **20-10 MOTT AVENUE** County: **QUEENS**
Building Class: **BANKING FACILITIES WITH OR WITHOUT PARKING - K7** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **4** Tax Rate: 10.514 Adj. Tax Rate: 10.514 Block: **15537** Lot: **5**
Condo:
Assessed Owner: **RV MOTT LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **157,770.00** | Actual Land | **$** | **246,600.00** |
| Transition Total | **$** | **473,400.00** | Actual Total | **$** | **541,800.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 24,886.64 |
| | | | | INT | ADJ | | | 03/29/2019 | 12.40 |
| | | | | CHG | PAY | | 131136433 | 03/29/2019 | -273.36 |
| | | | | CHG | PAY | | 112966159 | 10/02/2018 | -24,613.28 |
| | | | | INT | PAY | | 131136433 | 03/29/2019 | -12.40 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 24,886.64 |
| | | | | INT | ADJ | CR TRN REC | | 10/02/2018 | 24.49 |
| | | | | CHG | PAY | CR TRN REC | 112966158 | 10/02/2018 | -24,825.78 |
| | | | | INT | PAY | CR TRN REC | 112966158 | 10/02/2018 | -24.49 |
| | | | | CHG | PAY | OFFSET REC | 112966157 | 06/01/2018 | -60.86 |
| 2019(1) | SIGN | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | SAC | ORG | INIT CHG | | 02/14/2018 | 100.00 |
| | | | | SAC | PAY | OFFSET REC | 112966156 | 02/20/2018 | -100.00 |
| 2019(1) | SIGN | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | SAC | ORG | INIT | | 02/14/2018 | 100.00 |

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

| | | | | | |
|---|---|---|---|---|---|
| SAC | PAY | CHG OFFSET REC | 112966155 | 02/20/2018 | -100.00 |

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 1/31/19 ARE UNOFFICIAL PAYMENTS.

IF THE PROPERTY COVERED BY THIS SEARCH IS AN INCOME PRODUCING PROPERTY, PENALTIES MAY BE ASSESSED IN THE FUTURE IF THE OWNER DID NOT FILE RPIE FOR 2017 AS REQUIRED UNDER § 11-208.1 OF THE NYC ADMINISTRATIVE CODE.

CIS ACCOUNT #8000821487001

METER #161 12/9/15 TO 3/7/19 ENT: 3/14/19 MINIMUM READING
AMOUNT BILLED $111.68

METER #161 9/10/18 TO 12/9/18 ENT: 12/14/18 MINIMUM READING
BALANCE DUE $0.66

TOTAL DUE ON ACCOUNT $112.34 OPEN

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

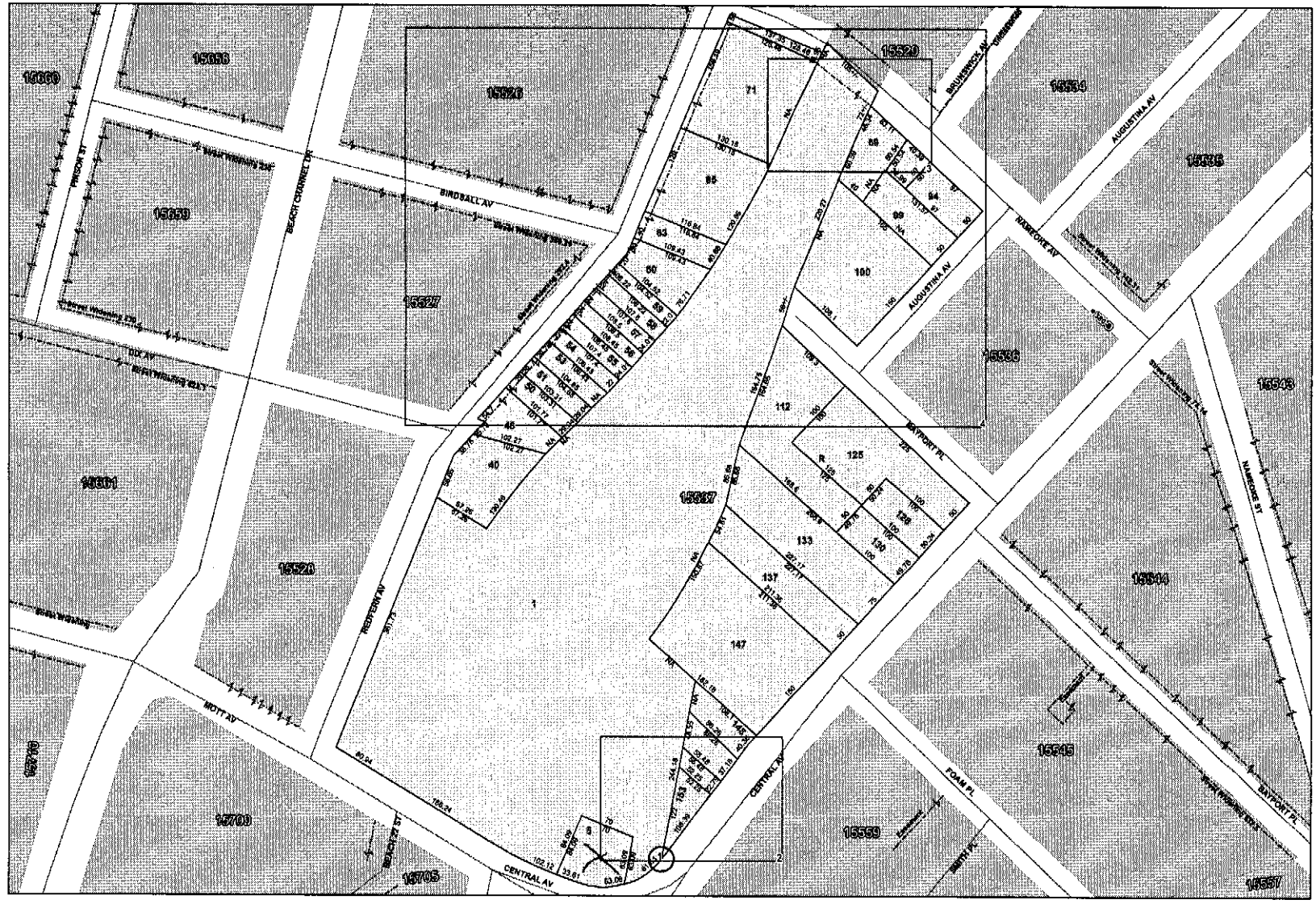

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

# NYC Digital Tax Map

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537



**20 -10 MOTT AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 5**

## Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our NYCePay or CityPay payment sites for today's balance. Payments made today will be visible the next business day.

## Profile

| | |
|---|---|
| Building Class | K7 - BANK FACILITIES |
| Tax Class | 4 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 3 | TAX | 01/01/2019 | | 24,899.04 | -24,899.04 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 24,911.13 | -24,911.13 | 0.00 |
| 2019 | 1 | CHARGES | 07/01/2018 | | 200.00 | -200.00 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 22,496.61 | -22,496.61 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 22,987.34 | -22,987.34 | 0.00 |
| 2018 | 1 | CHARGES | 07/01/2017 | | 200.00 | -200.00 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 21,520.14 | -21,520.14 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 21,888.87 | -21,888.87 | 0.00 |
| 2017 | 1 | CHARGES | 07/01/2016 | | 200.15 | -200.15 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# REAL ESTATE TAXES - NEW YORK CITY

| TAX | FISCAL YEAR BEGINS | DUE DATES | LIEN DATES |
|---|---|---|---|
| City Assessed Valuation of $40,000 or less* | July 1 | July 1, October 1, January 1 & April 1 | July 1, October 1, January 1 & April 1 |
| Assessed Valuation of over $40,000 | July | **July 1 & January 1 | **July 1 & January 1 |
| Annual Water (non-metered) Annual Sewer | June 30 | June 30 | June 30 |

*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals $40,000 or less

**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than $40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at $40,000 or less.

| | |
|---|---|
| CITY TAX | The grace period on taxes is through the 15th day of the month beginning with the due date. Interest form the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is $2750 or less. If the property is improved and the annual tax is more than $2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.<br>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date. |
| WATER METER CHARGES AND SEWER CHARGES | Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York city Department of Finance's computer systems, where water and sewer charges have been posted in the past.<br><br>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).<br><br>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and becomes liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.<br><br>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of $55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment of payment of the required fee of $55.00 |

<table>
<tr><td>WATER AND SEWER CHARGES (FRONTAGE)</td><td colspan="2">If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</td></tr>
<tr><td>WATER METER CHARGES AND SEWER CHARGES<br><br>(FOR QUEENS COUNTY ONLY)</td><td colspan="2">In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co). The meter is read approximately every 90 days and a bill mailed 7 days later.<br><br>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone # 718-298-8100) to set up an appointment at no charge to the customer.<br><br>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 295-4600.<br><br>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</td></tr>
<tr><td rowspan="2">ASSESSMENTS</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Heal Pest Control charges).<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</td></tr>
<tr><td rowspan="2">BOILER AND ELEVATOR</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Interest on all Boiler and Elevator charges. . . . . 18% per annum.</td></tr>
<tr><td rowspan="2">VAULT</td><td>LIEN DATE<br>June 1</td><td>DUE DATE<br>June 1</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PANALTY FOR LATE PAYMENT<br>Interest rates on all Vault charges<br>March 1, 1989 to date. . . . . 8.0% per annum.</td></tr>
</table>

## NOTES

1. Your canceled check is your receipt. Receipted wills will not be returned unless written request accompanies payment.

2. General information call: Taxpayer Assistance (718) 935-9500

3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained form the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges, call the Department of Environmental Protection (718) 595-7000.)

4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.

5. Information regarding refunds: Call (718) 935-9500.

6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.

7. Checks should be made payable to New York City Department of Finance.

8. Effective July 1, 1990, interest due on late payments is calculated using dialing compounding rather than simple interest. The interest rate is fixed annually by the City Council.

9. To obtain a receipt upon payment, you must pay by cash or certified check.

WIRE SAFE™ | Inquire before you wire!

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

# WIRE FRAUD ALERT

## IMPORTANT! YOUR FUNDS MAY BE AT RISK

*This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.*

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

**PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 212-880-1200 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 212-880-1200.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



**NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



**DO NOT FORWARD** wire instructions to other parties without first verbally verifying the instructions from the sending party.



**ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. DO NOT RELY on other parties calling you.**

**Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.**

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

*Federal Bureau of Investigation:* http://www.fbi.gov *Internet Crime Complaint Center:* http://www.ic3.gov

**ACKNOWLEDGEMENT OF RECEIPT**

Your signature below acknowledges receipt of this Wire Fraud Alert.

**Buyer 1**

**Signature** _____

**Printed Name** _____

**Address** _____

**Date** _____ **Phone Number** _____

**Buyer 2**

**Signature** _____

**Printed name** _____

**Address** _____

**Date** _____ **Phone Number** _____


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**FIDELITY NATIONAL FINANCIAL**
**PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

## Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

## How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.


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Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

**Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

**When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

**Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

**Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.


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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

**FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

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# SUPERIOR DATA SERVICES, INC.

www.superior-data.com

**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1900081QUD** Date: **4/16/2019**
Premises: **20-10 MOTT AVENUE**
County: **QUEENS**
Block: **15537** Lot: **5**

## EMERGENCY REPAIR SEARCH

A Search Conducted in the Department of Rent and Housing Maintenance (Emergency Repair) last printed lien book reveals the following repair money due:

**Date: 3/11/2019**
**Amount: $0.00**

The result of the work-in progress search reveals that:

- [X] There were no Emergency Repair(s) open purchase orders given out at the premises listed above subsequent to the above lien date.
- [ ] See attached information found for premises listed above at HPD/ Emergency Repair Divison and are not posted in the last printed lien book.
- [ ] HPD lien records reflect property on Demolition Seal up listings.
- [ ] Property appears on NYC HPD Relocation of Tenants listing.

* For further details contact HPD at 100 Gold St., New York, N.Y.


THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN. NO LIABILITY IS ASSUMED.
SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE OR HOUSING PRESERVATION AND DEVELOPMENT INCLUDING BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATIONS, HARDWARE OR SOFTWARE PROBLEM OR THE BACKDATING OF INFORMATION. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS.

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY FOR THE EXCLUSIVE USE OF CHICAGO TITLE INS. - 711.

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

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

2018112601227001003E5966

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2018112601227001** Document Date: 11-16-2018 Preparation Date: 11-29-2018
Document Type: DEED
Document Page Count: 4

**PRESENTER:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT18-00545-Q-R (CES)
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

**RETURN TO:**
OLIVER CHASE, ESQ.
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 5 | Entire Lot | 20-10 MOTT AVENUE |

**Property Type:** COMMERCIAL REAL ESTATE

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
CAPITAL ONE, NATIONAL ASSOCIATION
ATTN: REAL ESTATE ADMINISTRATION, 1307 WALT WHITMAN ROAD
MELVILLE, NY 11747

**GRANTEE/BUYER:**
RV MOTT LLC
C/O: PHIPPS HOUSES, 902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

**FEES AND TAXES**

**Mortgage :**

| | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 57.00 |
| Affidavit Fee: | $ | 0.00 |

| | |
|---|---|
| Filing Fee: | |
| $ | 250.00 |
| NYC Real Property Transfer Tax: | |
| $ | 123,375.00 |
| NYS Real Estate Transfer Tax: | |
| $ | 18,800.00 |

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 12-04-2018 15:40
City Register File No.(CRFN):
**2018000399971**

*City Register Official Signature*

C718-00545-Q

Bargain and Sale Deed
Without Covenants Against Grantor's Acts

**CAPITAL ONE, NATIONAL ASSOCIATION,**
A NATIONAL BANKING ASSOCIATION
Grantor
TO

**RV MOTT LLC,**
A NEW YORK LIMITED LIABILITY COMPANY
Grantee

| | |
|---|---|
| SECTION: | 59 |
| BLOCK: | 15537 |
| LOT: | 5 |
| COUNTY: | Queens |

RECORD AND RETURN TO:

**Oliver Chase, Esq.**
**Hirschen Singer & Epstein LLP**
**902 Broadway, 13th Floor**
**New York, New York 10010**

[Bargain and Sale Deed – 20-10 Mott Ave, Far Rockaway, NY]

**BARGAIN AND SALE DEED WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

**THIS INDENTURE**, made effective as of the 16th day of November, 2018 between Capital One, National Association, a national banking association having an address at 1307 Walt Whitman Road, Melville, New York 11747 ("Grantor"), and RV MOTT LLC, a New York limited liability company having an address at 902 Broadway, 13th Floor, New York, New York 10010 ("Grantee").

WITNESSETH:

That Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever, all of Grantor's interest in that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Far Rockaway, in the County of Queens, City and State of New York, as more particularly bounded and described in **Exhibit A** annexed hereto and made a part hereof (the "Premises") being the same premises conveyed to Grantor as successor by merger to North Fork Bank, the successor by merger to Jamaica Savings Bank by deed dated June 24, 1966 recorded June 20, 1966 as Record Liber 160 Page 156.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

Together with the appurtenances and all the estate and rights of Grantor in and to the Premises

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

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

**GRANTOR:**

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: Jennifer A. Windbeck
Title: MVP, Sales and Service

STATE OF Virginia )
CITY/COUNTY OF Fairfax )

On the 8 day of November, in the year 2018 before me, the undersigned personally appeared **Jennifer A. Windbeck as MVP, Sales and Service**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

KIMBERLEY BORZI
COMMONWEALTH OF VIRGINIA
REG. NO. 7771947
EXPIRES 11-30-2022
NOTARY PUBLIC

EXHIBIT A TO DEED

Legal Description

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway, in the 5th Ward, in the Borough of Queens, County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Mott Avenue as shown on the Final Topographical Map of the City of New York, distant 61.51 feet southerly and westerly from the most northerly end of the arc of a curve having a radius of 95 feet connecting the northerly side of Mott Avenue with the westerly side of Far Rockaway Boulevard also shown on the said Final Topographical Map;

RUNNING THENCE westerly along the arc of said curve, a distance of 53.06 feet to the southerly end of said curve;

RUNNING THENCE westerly along the northerly side of Mott Avenue, a distance of 33.61 feet;

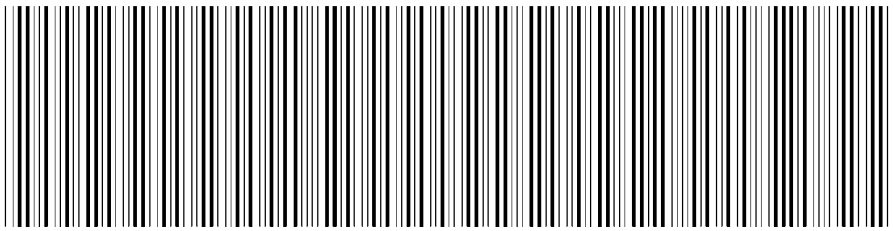
RUNNING THENCE

North 6 degrees 54 minutes 13.6 seconds West, a distance of 84.09 feet along the easterly side of the parking lot;

RUNNING THENCE easterly on a line drawn at right angles to the last mentioned course, 70 feet;

RUNNING THENCE southerly on a line forming an interior angle of 101 degrees 00 minutes 12 seconds with the last described course, 63.09 feet to the point or place of BEGINNING.

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



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**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2018112601227001** Document Date: 11-16-2018 Preparation Date: 11-29-2018
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2018103000338

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 4 |

FOR CITY USE ONLY

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

C3. Book ____ C4. Page ____

OR

C5. CRFN ____

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 20-10 (STREET NUMBER) | MOTT AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: RV MOTT LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

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

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: ____ (FRONT FEET) X ____ (DEPTH) OR ____ (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: CAPITAL ONE, NATIONAL ASSOCIATION (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 10 / 5 / 2018 (Month / Day / Year)

11. Date of Sale / Transfer: 11 / 16 / 2018 (Month / Day / Year)

12. Full Sale Price $ 4,700,000

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: K 7

16. Total Assessed Value (of all parcels in transfer): 541,800

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

QUEENS 15537 5

2018103000338201O3

CERTIFICATION

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

**BUYER**

See Attached

BUYER SIGNATURE | DATE

C/O: PHIPPS HOUSES 902 BROADWAY, 13TH FLOOR

STREET NUMBER | STREET NAME (AFTER SALE)

NEW YORK | NY | 10010

CITY OR TOWN | STATE | ZIP CODE

**BUYER'S ATTORNEY**

LAST NAME | FIRST NAME

AREA CODE | TELEPHONE NUMBER

**SELLER**

SELLER SIGNATURE: See Attached | DATE

2018103000338201

## SIGNATURE RIDER TO NEW YORK STATE TP-584

**GRANTOR:**

**CAPITAL ONE, NATIONAL ASSOCIATION,**
a national banking association

By: _____
Name: Jennifer A. Windbeck
Title: MVP, Sales and Services

**GRANTEE:**

**RV MOTT LLC,**
a New York limited liability company

See Attached

By: _____
Name:
Title:

## SIGNATURE RIDER TO NEW YORK STATE TP-584

**GRANTOR:**

**CAPITAL ONE, NATIONAL ASSOCIATION,**
a national banking association

By: See Attached
Name:
Title:

**GRANTEE:**

**RV MOTT LLC,**
a New York limited liability company

By: Phipps Houses, a New York not-for-profit corporation,
its sole member

By: _____
Name: Matthew Kelly
Title: Vice President

**Title Number: CT19-00300-Q**

# CERTIFICATE FOR TITLE INSURANCE

Issued by

## Chicago Title Insurance Company

Chicago Title Insurance Company, a Florida Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:
Underwriter's Name and Phone Number: Timothy P. Ring, Esq.
Vice President; New York State Counsel
Phone: 914-684-3613 Fax: 914-949-5845
timothy.ring@ctt.com

**CHICAGO TITLE INSURANCE COMPANY**

Issued by:
Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017

Dated: March 27, 2019

Certified by: Timothy P. Ring

Redated
By: _____

By:

Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

# CHICAGO TITLE INSURANCE COMPANY

## CONDITIONS AND STIPULATIONS

Title Number CT19-00300-Q

1. This Certificate shall be null and void

   (A) if the fees therefore are not paid;

   (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

   (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;

   (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

# Chicago Title Insurance Company

## KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

### CUSTOMER SERVICE

Annette Cornell
Telephone: 212-880-1482
Annette.Cornell@CTT.com

Angelica Duran
Telephone: 212-880-1227
Angelica.Duran@CTT.com

### STATUS OF A CURRENT OR CLOSED TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

### LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

### TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

### BILLING INQUIRIES

Kathy Kinghan, Accounting Manager
Telephone Number: 212-880-1470
Kathy.Kinghan@CTT.com

### GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

***THANK YOU FOR YOUR BUSINESS***

Joneth L. Mancini, Senior Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.COM

## Market Value Endorsement

Section 6409(c) of the Insurance Law requires that the title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupancy of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing in the space following this notice.

_____
Authorized Signature

_____
Authorized Signature

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

# Order Confirmation

**Title Number:** CT19-00300-Q
**Date of Application:** 04/10/2019
**Estimated Reporting Date:** 04/18/19

**Sales Representative:**
Neil Falcone
212-880-1484
Neil.Falcone@ctt.com

## TRANSACTION INFORMATION

**Notes:**

**Owner Liability:** $10,000.00

**Loan Liability:** $10,000.00

**Purchaser/Borrower:** Name to be provided

**Seller:** Redfern FRP LLC

**Lender:** Lender to be provided

**Property:**
17-11 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 57
Queens County
======
17-15 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 56
Queens County
======

**Survey Instructions**: None

**Searches Ordered:** No municipals ordered

## PARTIES TO THE TRANSACTION:

**Applicant**
Oliver G. Chase, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ochase@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Applicant - Additional**
Christine A. Coletta, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ccoletta@hseny.com
PHONE: 212-598-2119 FAX: 212-302-8536

**Applicant - Additional**
Fatmata Jalloh
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: fjalloh@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Additional Party**

Matthew Kelly
Phipps Houses
902 Broadway, 13th Floor
New York NY 10010

E-MAIL: mkelly@phippsny.org
PHONE: 212-243-9090

**If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.**

**Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at http://nyrates.ctic.com.**

**Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.**

# Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!**

**THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

## SCHEDULE A

TITLE NO. CT19-00300-Q EFFECTIVE DATE: March 27, 2019

**ALTA Owner's Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

**ALTA Loan Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

Redfern FRP LLC

Title acquired under the following Deeds:

**AS TO PARCEL I: (For Information Only: Lot 56)**

Deed dated 12/19/2016, recorded 01/03/2017 in CRFN 2017000000165, made by Carolyn B. Terry,
**(Exhibit A)**

**AS TO PARCEL II: (For Information Only: Lot 56)**

Deed dated 12/19/2016, recorded 01/03/2017 in CRFN 2017000000166, made by

# Chicago Title Insurance Company

Title Number: CT19-00300-Q

**SCHEDULE A**
**(Continued)**

Carolyn B. Terry.
**(Exhibit B)**

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**

# Chicago Title Insurance Company

Title Number: CT19-00300-Q

## SCHEDULE A DESCRIPTION

**As to Parcel I: (For Information Only: Tax Lot 57)**

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway in the Fifth Ward of the Borough of Queens, County of Queens, City and State of New York and more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Redfern Avenue (formerly (Remsen Avenue), distant 411.75 feet westerly from the corner formed by the intersection of the southerly side of Redfern Avenue with the westerly side of Nameoke Street (formerly Carlton Avenue, as the same existed prior to the acquisition by the State Transit Commission for street purposes);

RUNNING THENCE southwardly and at right angles to Redfern Avenue, 107.6 feet to land of the Long Island Railroad;

THENCE southwardly along lands now or formerly of the Long Island Railroad, 24.01 feet per Deed (24 feet per survey);

RUNNING THENCE northwardly and at right angles to Redfern Avenue, 108.5 feet per Deed (108.02 feet per survey) to the southerly side of Redfern Avenue; and

RUNNING THENCE eastwardly along the southerly side of Redfern Avenue, 21 feet per Deed (24 feet per survey) to the point or place of BEGINNING.

Title Number: CT19-00300-Q

**SCHEDULE A DESCRIPTION**
**(Continued)**

**As to Parcel II: (For Information Only: Tax Lot 56)**

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway in the Fifth Ward of the Borough of Queens, County of Queens, City and State of New York, known as 1715 Redfern Avenue, Far Rockaway, New York and more particularly bounded and described as follows;

BEGINNING at a point on the southerly side of Remsen Avenue, now Redfern Avenue, distant 435.75 feet from the corner formed by the intersection of the southerly side of Remsen Avenue and the westerly side of Carlton Avenue, now Nameoke Avenue, 108.50 feet per Deed (108.02 feet per survey) to land of The Long Island Railroad;

RUNNING THENCE westerly along land of The Long Island Railroad, 24.01 feet per Deed (24 feet per survey);

RUNNING THENCE northwardly and at right angles to Remsen Avenue, 103.45 feet per Deed (108.45 feet per survey) to the southerly side of Remsen Avenue;

RUNNING THENCE eastwardly along the southerly side of Remsen Avenue, 24 feet to the point or place of BEGINNING.

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

### EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

# Chicago Title Insurance Company

Title Number: CT19-00300-Q

**SCHEDULE B-1**
**(REQUIREMENTS)**

**The following are requirements to be complied with for a title policy to issue:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

3. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.

4. This Company will no longer accept a check over the amount of $5,000.00 which is not **certified** unless prior arrangements have been made.

5. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.

6. Mortgage returned herein: (0).

7. Rights of tenants or persons in possession.

8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.

9. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

10. For information only, as required by law, Patriot Searches have been run against the following name(s):

    Redfern FRP LLC

11. Searches, including Bankruptcy, have been run against the name Redfern FRP LLC and returns, if any appear herein: No Returns.

12. Proof is required that Redfern FRP LLC has been validly formed and that it has not been dissolved.

    NOTE: This may be established by an affidavit from a member, manager or attorney representing the

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

13. With respect to Redfern FRP LLC the following proofs and documents must be submitted to this Company:

    a. Articles of Organization, together with any amendments thereto;
    b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
    c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

14. Proposed contract of sale must be submitted for examination and consideration by the Company prior to closing.

15. NOTE: When a recording a Deed or a Memorandum of Lease, where the consideration is $400,000 or more, a copy of the closing statement or contract of sale must be submitted with the New York City Real Property Transfer Tax Return (NYC RPT) at the time of recordation.

16. In advance of scheduling the closing, the Company must be advised as to the identity of the proposed insured and other interim grantee(s), if any, and additional exceptions may then be added.

17. The nature of the mortgage transaction to be insured herein must be disclosed to this Company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.

18. NOTE: The address of the premises must be set forth on the first page of every Mortgage instrument or the City Register will not accept same for recording.

19. Satisfactory proof by affidavit must be furnished whether any work has been done upon the premises by the City of New York, or any demand made by the City for any work, which may result in charges being imposed by:

    a) the New York City Department of Rent and Housing Maintenance, Emergency Services;

    b) the New York City Department of Environmental Protection for Water Tap closing or any related

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

work; and

c) by the New York City Department of Health;

whether or not such charges are liens against which this policy protects.

20. Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed by the Department of Buildings or permit issued by the Department of Buildings have been levied, charged, created or incurred, which may become a lien upon the premises, whether or not such charges are liens against which this policy insures.

# Chicago Title Insurance Company

Title Number: CT19-00300-Q

**SCHEDULE B-2**
**(EXCEPTIONS)**

**The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:**

1. Survey Reading - See attached.

2. Approximately 5 feet of the premises described, together with encroaching improvements, if any, lies in the bed of Redfern Avenue as the same is laid out on the Final Map of the City of New York. This portion of the premises is subject to the restrictive use imposed by the provisions of Section 35 of the General City Law.
(see attached)
**(Exhibit B)**

3. Variations exist between Record Description and Tax Map. Last Deed states premises as 21 feet wide along Redfern Avenue. Tax Map shows 24 feet along Redfern Avenue.
(see attached)
**(Exhibit B)**

4. Terms, Conditions and Agreements in Letter Patent in Liber 7079 Page 396.
**(Exhibit C)**

5. Tax Search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, and estimated water and sewer reading amounts which have been reported herein.

   NOTE: To omit this exception an actual meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods.

# CHICAGO TITLE INSURANCE COMPANY
## COMMON EXCEPTIONS AFFIDAVIT

State of New York )
)ss.
County of _____ )

*STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE*

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____(the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT19-00300-Q issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.

2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.

3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.

4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s) _____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.

5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.

6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.

7. That there are presently _____ tenants in the Premises, and that each of the tenants is

   _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or

   _____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

   That there are no tenants in possession of the captioned premises.

8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

   _____
   _____

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

_____

Sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

# PURCHASER'S HOME EQUITY THEFT PREVENTION AFFIDAVIT

State of New York )
)ss.
County of _____ )

Premises: 17-11 Redfern Avenue, Far Rockaway, NY
17-15 Redfern Avenue, Far Rockaway, NY

_____, being duly sworn, deposes and says:

1. I am the purchaser of the captioned premises and I am familiar with the contract of sale affecting said premises.

2. The transaction is exempt from the provisions of Section 265-a of the Real Property Law (the Home Equity Theft Protection Act) because the premises herein is being purchased:

*(STRIKE OUT THE PROVISIONS THAT DO NOT APPLY):*

(a) for use as my primary residence and I will occupy the referenced premises as such; or

(b) from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law; or

(c) from _____, who is my spouse, grandparent, parent, child, grandchild or sibling *(Strike out the ones which are inapplicable)*, or

(d) by a not-for-profit housing organization or a public agency; or

(e) the statute is not applicable because I am a bona fide purchaser for value; or

(f) if a sale is authorized by statute; or

(g) by order or judgment of a court.

I make this affidavit knowing that Chicago Title Insurance Company is relying on the truth of the statements made herein.

_____

Sworn to before me this _____ day of _____, 20 _____

_____
Notary Public

# Chicago Title Insurance Company

Title Number: CT19-00300-Q

## SURVEY READING

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.

# Chicago Title Insurance Company

Title Number: CT19-00300-Q

## MORTGAGE SCHEDULE

No open Mortgages found of record.

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

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1900300Q**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **17-11 REDFERN AVENUE** County: **QUEENS**
Building Class: **ONE STORY - PERMANENT LIVING QUARTER - A2** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **1** Tax Rate: 20.385 Adj. Tax Rate: 20.919 Block: **15537** Lot: **57**
Condo:
Assessed Owner: **REDFERN FRP LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **6,297.00** | Actual Land | **$** | **6,297.00** |
| Transition Total | **$** | **15,552.00** | Actual Total | **$** | **15,552.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(4) | TAX | 04/01/2019 | 04/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 792.57 |
| | | | | TAX | ADJ | TAXRATEINC | | 11/16/2018 | 41.52 |
| | | | | CHG | PAY | | 131136049 | 03/29/2019 | -834.09 |
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 792.57 |
| | | | | TAX | ADJ | TAXRATEINC | | 11/16/2018 | 41.52 |
| | | | | CHG | PAY | BILL PYMT | 112967208 | 12/24/2018 | -834.09 |
| 2019(2) | TAX | 10/01/2018 | 10/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 792.57 |
| | | | | CHG | PAY | BILL PYMT | 112967207 | 09/28/2018 | -792.57 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 792.57 |
| | | | | CHG | PAY | BILL PYMT | 112967206 | 07/02/2018 | -792.57 |

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 1/31/19 ARE UNOFFICIAL PAYMENTS.

CIS ACCOUNT #2000821495001

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086




METER #4847 12/2/18 TO 2/28/19 ENT: 3/8/19 MINIMUM READING
AMOUNT BILLED $111.68

METER #4847 9/3/18 TO 12/2/18 ENT: 12/7/18 ACTUAL READING
BALANCE DUE $2.11

TOTAL DUE ON ACCOUNT $114.45 OPEN

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING


SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

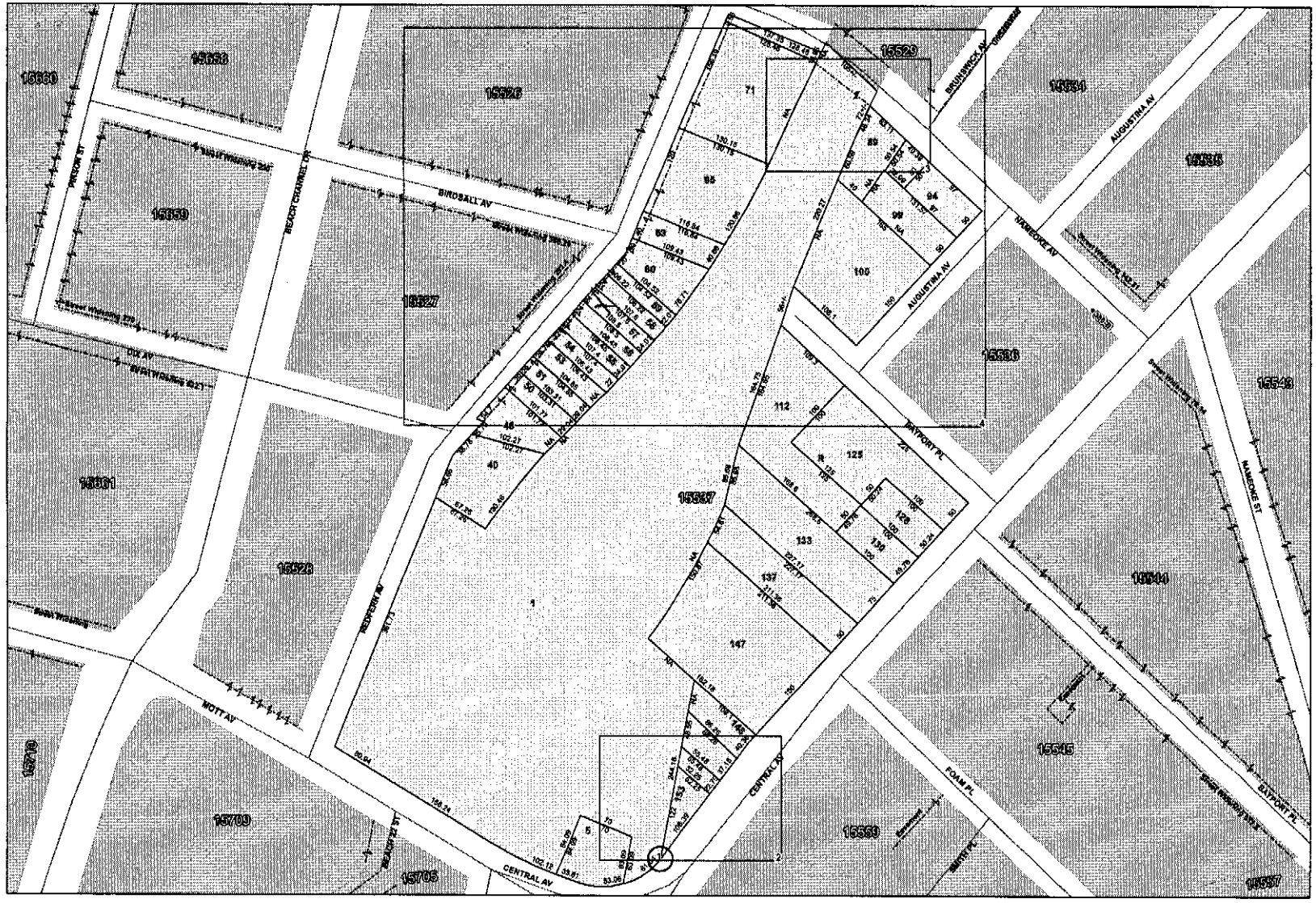
FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

N
W E
S

**NYC Digital Tax Map**

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537




Legend

- Streets
- Miscellaneous Text
- 1 Possession Hooks
- Boundary Lines
- 1 Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

Feet
0 1020 40 60 80

**17 -11 REDFERN AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 57**

## Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our NYCePay or CityPay payment sites for today's balance. Payments made today will be visible the next business day.

## Profile

| | |
|---|---|
| Building Class | A2 - ONE STORY - PERMANENT LIVING QUARTER |
| Tax Class | 1 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 4 | TAX | 04/01/2019 | | 834.09 | -834.09 | 0.00 |
| 2019 | 3 | TAX | 01/01/2019 | | 834.09 | -834.09 | 0.00 |
| 2019 | 2 | TAX | 10/01/2018 | | 792.57 | -792.57 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 792.57 | -792.57 | 0.00 |
| 2018 | 4 | TAX | 04/01/2018 | | 807.88 | -807.88 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 807.88 | -807.88 | 0.00 |
| 2018 | 2 | TAX | 10/01/2017 | | 777.25 | -777.25 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 777.25 | -777.25 | 0.00 |
| 2017 | 4 | TAX | 04/01/2017 | | 750.46 | -750.46 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 761.64 | -761.64 | 0.00 |
| 2017 | 2 | TAX | 10/01/2016 | | 729.31 | -729.31 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 718.36 | -718.36 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1900300Q56**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **17-15 REDFERN AVENUE** County: **QUEENS**
Building Class: **TWO FAMILY CONVERTED FROM ONE FAMILY - B3** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **1** Tax Rate: 20.385 Adj. Tax Rate: 20.919 Block: **15537** Lot: **56**
Condo:
Assessed Owner: **REDFERN FRP LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **3,943.00** | Actual Land | **$** | **3,943.00** |
| Transition Total | **$** | **8,686.00** | Actual Total | **$** | **8,686.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(4) | TAX | 04/01/2019 | 04/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 442.66 |
| | | | | TAX | ADJ | TAXRATEINC | | 11/16/2018 | 23.19 |
| | | | | CHG | PAY | | 131136048 | 03/29/2019 | -465.85 |
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 442.66 |
| | | | | TAX | ADJ | TAXRATEINC | | 11/16/2018 | 23.19 |
| | | | | CHG | PAY | BILL PYMT | 112967051 | 12/24/2018 | -465.85 |
| 2019(2) | TAX | 10/01/2018 | 10/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 442.66 |
| | | | | CHG | PAY | BILL PYMT | 112967050 | 09/28/2018 | -442.66 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 442.66 |
| | | | | CHG | PAY | BILL PYMT | 112967049 | 07/02/2018 | -442.66 |

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 1/31/19 ARE UNOFFICIAL PAYMENTS.

CIS ACCOUNT #8000821494001

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

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Tel: 518-785-4892
Fax: 518-785-5086




METER #752 10/7/18 TO 1/5/19 ENT: 1/10/19 ESTIMATED READING
AMOUNT BILLED $727.27 PAID 2/7/19 (UNOFFICIAL)

TOTAL DUE ON ACCOUNT $-0-

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

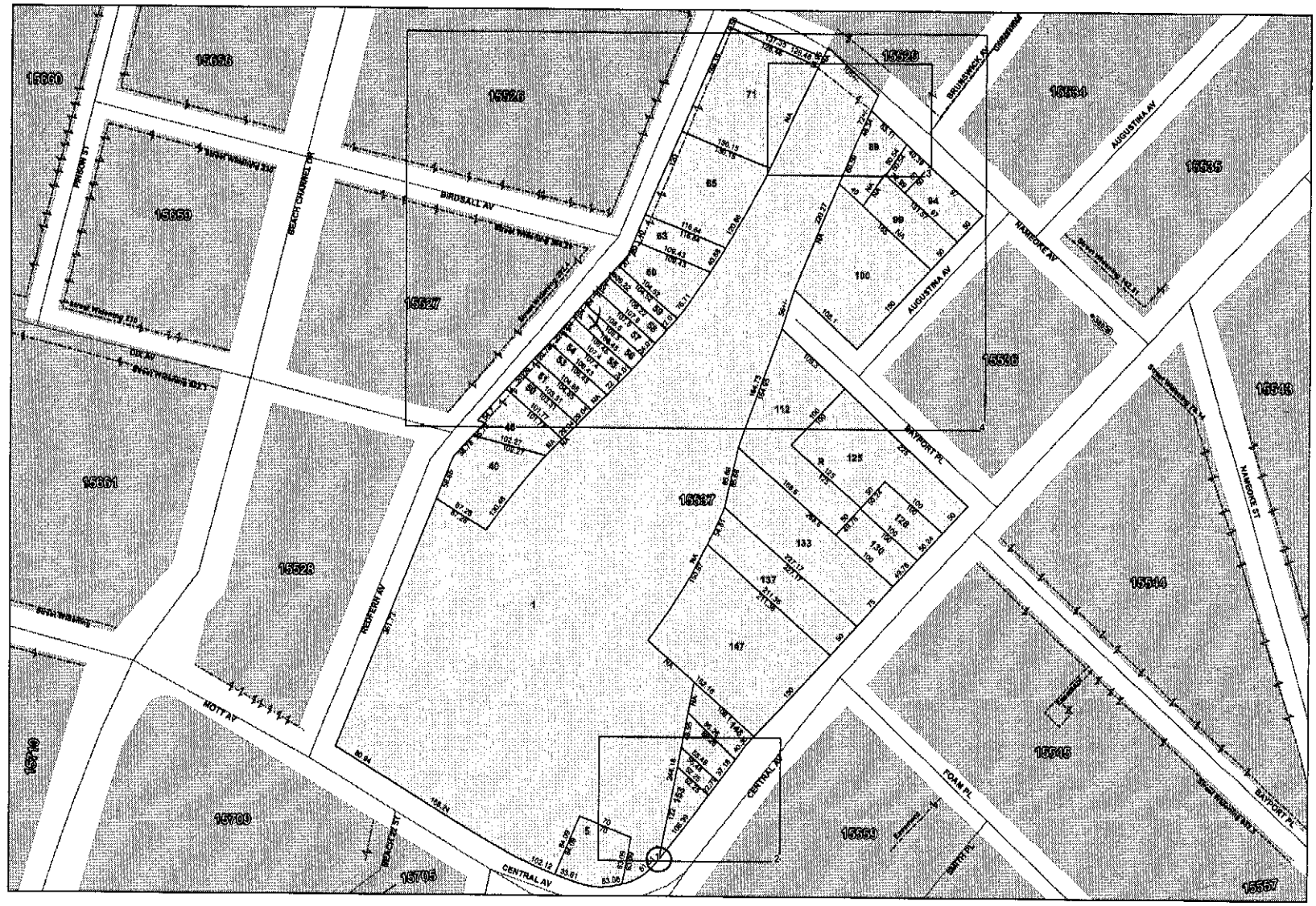

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FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

**NYC Digital Tax Map**

Effective Date : 12-09-2009 00:04:34
End Date : Current

Queens Block: 15537




Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

**17 -15 REDFERN AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 56**

## Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our NYCePay or CityPay payment sites for today's balance. Payments made today will be visible the next business day.

## Profile

| | |
|---|---|
| Building Class | B3 - TWO FAMILY CONVERTED FROM ONE FAMILY |
| Tax Class | 1 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 4 | TAX | 04/01/2019 | | 465.85 | -465.85 | 0.00 |
| 2019 | 3 | TAX | 01/01/2019 | | 465.85 | -465.85 | 0.00 |
| 2019 | 2 | TAX | 10/01/2018 | | 442.66 | -442.66 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 442.66 | -442.66 | 0.00 |
| 2018 | 4 | TAX | 04/01/2018 | | 426.48 | -426.48 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 426.48 | -426.48 | 0.00 |
| 2018 | 2 | TAX | 10/01/2017 | | 410.31 | -410.31 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 410.31 | -410.31 | 0.00 |
| 2017 | 4 | TAX | 04/01/2017 | | 396.34 | -396.34 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 402.25 | -402.25 | 0.00 |
| 2017 | 2 | TAX | 10/01/2016 | | 379.39 | -379.39 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 379.39 | -379.39 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# REAL ESTATE TAXES - NEW YORK CITY

| TAX | FISCAL YEAR BEGINS | DUE DATES | LIEN DATES |
|---|---|---|---|
| City Assessed Valuation of $40,000 or less* | July 1 | July 1, October 1, January 1 & April 1 | July 1, October 1, January 1 & April 1 |
| Assessed Valuation of over $40,000 | July | **July 1 & January 1 | **July 1 & January 1 |
| Annual Water (non-metered) Annual Sewer | June 30 | June 30 | June 30 |

*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals $40,000 or less

**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than $40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at $40,000 or less.

| | |
|---|---|
| CITY TAX | The grace period on taxes is through the 15th day of the month beginning with the due date. Interest form the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is $2750 or less. If the property is improved and the annual tax is more than $2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.<br>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date. |
| WATER METER CHARGES AND SEWER CHARGES | Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York city Department of Finance's computer systems, where water and sewer charges have been posted in the past.<br><br>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).<br><br>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and becomes liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.<br><br>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of $55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment of payment of the required fee of $55.00 |

<table>
<tr><td>WATER AND SEWER CHARGES (FRONTAGE)</td><td colspan="2">If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</td></tr>
<tr><td>WATER METER CHARGES AND SEWER CHARGES<br><br>(FOR QUEENS COUNTY ONLY)</td><td colspan="2">In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co). The meter is read approximately every 90 days and a bill mailed 7 days later.<br><br>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone # 718-298-8100) to set up an appointment at no charge to the customer.<br><br>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 295-4600.<br><br>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</td></tr>
<tr><td rowspan="2">ASSESSMENTS</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Heal Pest Control charges).<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</td></tr>
<tr><td rowspan="2">BOILER AND ELEVATOR</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Interest on all Boiler and Elevator charges. . . . . 18% per annum.</td></tr>
<tr><td rowspan="2">VAULT</td><td>LIEN DATE<br>June 1</td><td>DUE DATE<br>June 1</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PANALTY FOR LATE PAYMENT<br>Interest rates on all Vault charges<br>March 1, 1989 to date. . . . . 8.0% per annum.</td></tr>
</table>

## NOTES

1. Your canceled check is your receipt. Receipted wills will not be returned unless written request accompanies payment.

2. General information call: Taxpayer Assistance (718) 935-9500

3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained form the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges, call the Department of Environmental Protection (718) 595-7000.)

4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.

5. Information regarding refunds: Call (718) 935-9500.

6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.

7. Checks should be made payable to New York City Department of Finance.

8. Effective July 1, 1990, interest due on late payments is calculated using dialing compounding rather than simple interest. The interest rate is fixed annually by the City Council.

9. To obtain a receipt upon payment, you must pay by cash or certified check.

WIRE SAFE™ | Inquire before you wire!

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

# WIRE FRAUD ALERT

## IMPORTANT! YOUR FUNDS MAY BE AT RISK

*This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.*

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

**PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 212-880-1200 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 212-880-1200.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



**NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



**DO NOT FORWARD** wire instructions to other parties without first verbally verifying the instructions from the sending party.



**ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. DO NOT RELY on other parties calling you.**

**Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.**

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

*Federal Bureau of Investigation:* http://www.fbi.gov *Internet Crime Complaint Center:* http://www.ic3.gov

**ACKNOWLEDGEMENT OF RECEIPT**

Your signature below acknowledges receipt of this Wire Fraud Alert.

**Buyer 1**

**Signature** _____

**Printed Name** _____

**Address** _____

**Date** _____ **Phone Number** _____

**Buyer 2**

**Signature** _____

**Printed name** _____

**Address** _____

**Date** _____ **Phone Number** _____


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**FIDELITY NATIONAL FINANCIAL**
**PRIVACY NOTICE**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

## Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

## How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.


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Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

**Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

**When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

**Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

**Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.


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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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**International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

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# SUPERIOR DATA SERVICES, INC.

www.superior-data.com

**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1900300Q56** Date: **4/10/2019**
Premises: **17-15 REDFERN AVENUE**
County: **QUEENS**
Town/City: Village:
District: Section: Block: **15537** Lot: **56**

## ECB SEARCH BY ADDRESS

ATTACHED FIND A COPY OF PROPERTY INQUIRY PAGE(S) FROM THE NEW YORK CITY ENVIRONMENTAL CONTROL BOARD (OATH). THIS SEARCH IS DESIGNED TO REPORT ADJUDICATED VIOLATIONS WITH MONIES OWED POSTED AGAINST THE ABOVE ADDRESS.

THIS SEARCH DOES NOT INCLUDE ECB VIOLATIONS AGAINST INDIVIDUALS OR OTHER ENTITIES ASSOCIATED WITH THE ABOVE ADDRESS. A SEPARATE SEARCH IS REQUIRED FOR EACH NAME UNDER REVIEW.


SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE INS. - 711. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

| | |
|---|---|
| Ticket # | 040759465M |
| Respondent Name / OATH ID | REDFERN FRP LLC |
| Address | 17-15 REDFERN AVENUE, FAR ROCKAWAY, NY 11691 |
| Violation Date | 04/05/2019 |
| Description | DIRTY AREA |
| Issuing Agency | DSNY Enf Agt |
| Status | NEW ISSUANCE |
| Total Amount Due | $100.00 |

---

| | |
|---|---|
| Ticket # | 044515785X |
| Respondent Name / OATH ID | REDFERN FRP LLC |
| Address | 17-15 REDFERN AVENUE, FAR ROCKAWAY, NY 11691 |
| Violation Date | 03/25/2019 |
| Description | DIRTY AREA |
| Issuing Agency | DSNY Enf Agt |
| Status | NEW ISSUANCE |
| Total Amount Due | $100.00 |

# SUPERIOR DATA SERVICES, INC.

www.superior-data.com

**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1900300Q** Date: **4/10/2019**
Premises: **17-11 REDFERN AVENUE**
County: **QUEENS**
Town/City: Village:
District: Section: Block: **15537** Lot: **57**

## ECB SEARCH BY ADDRESS

ATTACHED FIND A COPY OF PROPERTY INQUIRY PAGE(S) FROM THE NEW YORK CITY ENVIRONMENTAL CONTROL BOARD (OATH). THIS SEARCH IS DESIGNED TO REPORT ADJUDICATED VIOLATIONS WITH MONIES OWED POSTED AGAINST THE ABOVE ADDRESS.

THIS SEARCH DOES NOT INCLUDE ECB VIOLATIONS AGAINST INDIVIDUALS OR OTHER ENTITIES ASSOCIATED WITH THE ABOVE ADDRESS. A SEPARATE SEARCH IS REQUIRED FOR EACH NAME UNDER REVIEW.


SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE INS. - 711. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

| | |
|---|---|
| Ticket # | 0206972920 |
| Respondent Name / OATH ID | REDFERN FRP LLC |
| Address | 1711 REDFERN AVENUE, FAR ROCKAWAY, NY 11691 |
| Violation Date | 03/13/2019 |
| Description | DIRTY SIDEWALK DIRTY AREA |
| Issuing Agency | DSNY Other |
| Status | NEW ISSUANCE |
| Total Amount Due | $100.00 |

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| | |
|---|---|
| Ticket # | 044515784Y |
| Respondent Name / OATH ID | REDFERN FRP LLC |
| Address | 17-11 REDFERN AVENUE, FAR ROCKAWAY, NY 11691 |
| Violation Date | 03/25/2019 |
| Description | DIRTY SIDEWALK,FAIL TO CLEAN 18"INTO STREET,SIDEWA |
| Issuing Agency | DSNY Enf Agt |
| Status | NEW ISSUANCE |
| Total Amount Due | $250.00 |

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

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

2016122901308001002E415C

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2016122901308001** Document Date: 12-19-2016 Preparation Date: 12-29-2016
Document Type: DEED
Document Page Count: 4

**PRESENTER:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT16-00800-Q (MAF)
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

**RETURN TO:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010
Attention: Oliver G. Chase, Esq.

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 56 | Entire Lot | 17-15 REDFERN AVENUE |

**Property Type:** DWELLING ONLY - 2 FAMILY

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
CAROLYN B. TERRY
2120 SHAMROCK STREET
AUGUSTA, GA 30904

**GRANTEE/BUYER:**
REDFERN FRP LLC
C/O HIRSCHEN, SINGER & EPSTEIN LLP, 902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

**FEES AND TAXES**

| **Mortgage :** | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 57.00 |
| Affidavit Fee: | $ | 0.00 |

| | | |
|---|---|---|
| Filing Fee: | $ | 125.00 |
| NYC Real Property Transfer Tax: | $ | 4,250.00 |
| NYS Real Estate Transfer Tax: | $ | 1,700.00 |

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 01-03-2017 09:47
City Register File No.(CRFN): **2017000000165**

*City Register Official Signature*

CT 14 00800 Q (4)

# BARGAIN AND SALE DEED

**THIS INDENTURE**, made December 19 2016, among **CAROLYN B. TERRY**, having an address at 2120 Shamrock Street, Augusta, Georgia 30904 ("Grantor") and **REDFERN FRP LLC**, having an address at c/o Hirschen Singer & Epstein LLP 902 Broadway, 13th floor, New York, New York 10010 ("Grantee").

**WITNESSETH**, that Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto Grantee and its heirs, executors, administrators, successors and assigns forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Far Rockaway, the County of Queens, and the State of New York, being more particularly described in Exhibit A attached hereto and made a part hereof,

**TOGETHER** with all right, title and interest, if any, of Grantor in and to any streets and roads abutting said premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of Grantor in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto Grantee and its heirs,
executors, administrators, successors and assigns forever.

Grantor is the owner of said premises. Being and intended to be the same premises as
granted to the Grantor herein by deed dated October 12, 2000, which deed was recorded
on November 13, 2000 in the Office of the City Register of Queens County in Reel: 5718, at Page: 1699. Said premises is not located in an agricultural district.

Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as set forth herein.

Grantor, in compliance with Section 13 of the Lien Law, covenants that she will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

**IN WITNESS WHEREOF**, Grantor has duly executed this deed on the date first above written.

Carolyn B. Terry
**CAROLYN B. TERRY**

As to Parcel II: (For Information Only: Tax Lot 56)

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway in the Fifth Ward of the Borough of Queens, County of Queens, City and State of New York, known as 1715 Redfern Avenue, Far Rockaway, New York and more particularly bounded and described as follows;

BEGINNING at a point on the southerly side of Remsen Avenue, now Redfern Avenue, distant 435.75 feet from the corner formed by the intersection of the southerly side of Remsen Avenue and the westerly side of Carlton Avenue, now Mameoke Avenue, 108.50 feet to land of The Long Island Railroad;

RUNNING THENCE westerly along land of The Long Island Railroad, 24.01 feet;

RUNNING THENCE northwardly and at right angles to Remsen Avenue, 103.45 feet to the southerly side of Remsen Avenue;

RUNNING THENCE eastwardly along the southerly side of Remsen Avenue, 24 feet to the point or place of BEGINNING.

STATE OF NEW YORK )
COUNTY OF NASSAU ) SS.:

On the 19 day of December in the year 2016 before me, the undersigned, personally appeared Carolyn B. Terry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20 20

SEAL

# BARGAIN AND SALE DEED

From

CAROLYN B. TERRY

as Grantor

To

REDFERN FRP LLC

as Grantee

Street Address: 1715 Redfern Avenue
City: Far Rockaway
County: Queens
Block: 15537
Lot: 56

**Record and return to:**

Hirschen Singer & Epstein LLP
902 Broadway, 13th floor
New York, New York 10010
Attention: Oliver G. Chase, Esq.

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

2016122901308001002S8FDD

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2016122901308001** Document Date: 12-19-2016 Preparation Date: 12-29-2016
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2016121400526

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING | 1 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 2 |
| SMOKE DETECTOR AFFIDAVIT | 1 |

FOR CITY USE ONLY

C1. County Code | | C2. Date Deed Recorded CITY REGISTER Month / Day / Year DEC 30 2016

C3. Book OR C5. CRFN | | C4. Page | |

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 17-15 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: REDFERN FRP LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

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

4A. Planning Board Approval - N/A for NYC
4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:
6. Ownership Type is Condominium ☐
7. New Construction on Vacant Land ☐

8. Seller Name: TERRY (LAST NAME / COMPANY) | CAROLYN B (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 8 / 23 / 2016 (Month / Day / Year)

11. Date of Sale / Transfer: 12 / 16 / 2016 (Month / Day / Year)

12. Full Sale Price $: 4,250,000

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: B3

16. Total Assessed Value (of all parcels in transfer): 7,761

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

QUEENS 15537 56 | | |

20161214005262O102

**CERTIFICATION**

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

| BUYER | | BUYER'S ATTORNEY | |
|---|---|---|---|
| BUYER SIGNATURE | DATE: 12/19/2016 | LAST NAME | FIRST NAME |
| C/O HIRSCHEN, SINGER & EPSTEIN LLP 902 BROADWAY, 13TH FLOOR | | AREA CODE | TELEPHONE NUMBER |
| STREET NUMBER / STREET NAME (AFTER SALE) | | | |
| NEW YORK | NY / 10010 | SELLER | |
| CITY OR TOWN | STATE / ZIP CODE | SELLER SIGNATURE: Carolyn L. Terry | DATE: 12/19/16 |

2016121400526201

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York )
) SS.:
County of Nassau )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

17-15 REDFERN AVENUE , ,
Street Address Unit/Apt.

QUEENS New York, 15537 56 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Carolyn B. Terry
Name of Grantor (Type or Print)

Carolyn B. Terry
Signature of Grantor

Sworn to before me this 19th date of December 2016

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20

Gill Benedek
Name of Grantee (Type or Print)

Gill Benedek
Signature of Grantee

Gill Benedek Authorized Signatory

Sworn to before me this [illegible] date of Dec 2016

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

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

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) **Property receiving service: BOROUGH: QUEENS** **BLOCK: 15537** **LOT: 56**

(2) **Property Address: 17-15 REDFERN AVENUE, QUEENS, NY 11691**

(3) **Owner's Name:** **REDFERN FRP LLC**

**Additional Name:**

## Affirmation:

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

## Customer Billing Information:

### Please Note:

**A.** Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

**B.** Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

## Owner's Approval:

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

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: Gilt Benedell Authorized Signatory

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

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

2016122901308002002E4118

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2016122901308002** Document Date: 12-19-2016 Preparation Date: 12-29-2016
Document Type: DEED
Document Page Count: 4

**PRESENTER:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT16-00800-Q (MAF)
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

**RETURN TO:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010
Attention: Oliver G. Chase, Esq.

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 57 | Entire Lot | 17-11 REDFERN AVENUE |

**Property Type:** DWELLING ONLY - 2 FAMILY

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
CAROLYN B. TERRY
2120 SHAMROCK STREET
AUGUSTA, GA 30904

**GRANTEE/BUYER:**
REDFERN FRP LLC
C/O HIRSCHEN, SINGER & EPSTEIN LLP, 902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

**FEES AND TAXES**

| **Mortgage :** | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 57.00 |
| Affidavit Fee: | $ | 0.00 |

| | | |
|---|---|---|
| Filing Fee: | $ | 125.00 |
| NYC Real Property Transfer Tax: | $ | 4,250.00 |
| NYS Real Estate Transfer Tax: | $ | 1,700.00 |

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 01-03-2017 09:47
City Register File No.(CRFN): **2017000000166**

*City Register Official Signature*

CT16 008002 (4)

# BARGAIN AND SALE DEED

**THIS INDENTURE**, made December 19th 2016, among **CAROLYN B. TERRY**, having an address at 2120 Shamrock Street, Augusta, Georgia 30904 ("Grantor") and **REDFERN FRP LLC**, having an address at c/o Hirschen Singer & Epstein LLP 902 Broadway, 13th floor, New York, New York 10010 ("Grantee").

**WITNESSETH**, that Grantor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto Grantee and its heirs, executors, administrators, successors and assigns forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Far Rockaway, the County of Queens, and the State of New York, being more particularly described in Exhibit A attached hereto and made a part hereof,

**TOGETHER** with all right, title and interest, if any, of Grantor in and to any streets and roads abutting said premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of Grantor in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto Grantee and its heirs,
executors, administrators, successors and assigns forever.

Grantor is the owner of said premises. Being and intended to be the same premises as
granted to the Grantor herein by deed dated September 20, 1999, which deed was recorded
on December 16, 1999 in the Office of the City Register of Queens County in Reel: 5450, at Page:2485. Said premises is not located in an agricultural district.

Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as set forth herein.

Grantor, in compliance with Section 13 of the Lien Law, covenants that she will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

**IN WITNESS WHEREOF**, Grantor has duly executed this deed on the date first above written.

Carolyn B. Terry
**CAROLYN B. TERRY**

## CHICAGO TITLE INSURANCE COMPANY

CT16-00800-Q

## SCHEDULE A DESCRIPTION

As to Parcel I: (For Information Only: Tax Lot 57)

ALL that certain plot, piece or parcel of land, situate, lying and being at Far Rockaway in the Fifth Ward of the Borough of Queens, County of Queens, City and State of New York and more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Redfern Avenue (formerly (Remsen Avenue), distant 411.75 feet westerly from the corner formed by the intersection of the southerly side of Redfern Avenue with the westerly side of Nameoke Street (formerly Carlton Avenue, as the same existed prior to the acquisition by the State Transit Commission for street purposes);

RUNNING THENCE southwardly and at right angles to Redfern Avenue, 107.6 feet to land of the Long Island Railroad;

THENCE southwardly along lands now or formerly of the Long Island Railroad, 24.01 feet per deed (24 feet per survey);

RUNNING THENCE northwardly and at right angles to Redfern Avenue, 108.5 feet per deed (108.02 feet per survey) to the southerly side of Redfern Avenue; and

RUNNING THENCE eastwardly along the southerly side of Redfern Avenue, 21 feet per deed (24 feet per survey) to the point or place of BEGINNING.



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STATE OF NEW YORK )
COUNTY OF NASSAU ) SS.:

On the 19 day of December in the year 2016 before me, the undersigned, personally appeared Carolyn B. Terry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20 20

SEAL

# BARGAIN AND SALE DEED

From

CAROLYN B. TERRY

as Grantor

To

REDFERN FRP LLC

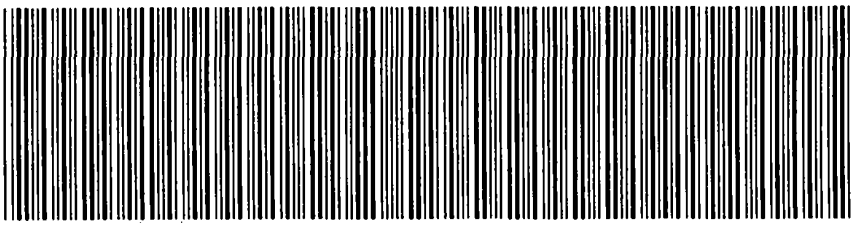
as Grantee

Street Address: 1711 Redfern Avenue
City: Far Rockaway
County: Queens
Block: 15537
Lot: 57

**Record and return to:**

Hirschen Singer & Epstein LLP
902 Broadway, 13th floor
New York, New York 10010
Attention: Oliver G. Chase, Esq.

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



2016122901308002002S8F99

**SUPPORTING DOCUMENT COVER PAGE** **PAGE 1 OF 1**

**Document ID: 2016122901308002** Document Date: 12-19-2016 Preparation Date: 12-29-2016
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2016121900121

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING | 1 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 2 |
| SMOKE DETECTOR AFFIDAVIT | 1 |

FOR CITY USE ONLY

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

C3. Book OR C5. CRFN | | C4. Page | |

CITY REGISTER DEC 30 2016

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 17-11 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: REDFERN FRP LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

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

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: TERRY (LAST NAME / COMPANY) | CAROLYN B (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 8 / 23 / 2016 (Month / Day / Year)

11. Date of Sale / Transfer: 12 / 19 / 2016 (Month / Day / Year)

12. Full Sale Price $: 4,250,000

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: A2

16. Total Assessed Value (of all parcels in transfer): 14,695

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

QUEENS 15537 57

20161219001212010 1

CERTIFICATION

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

**BUYER**

| BUYER SIGNATURE | DATE |
|---|---|
| | 12/19/16 |

| STREET NUMBER | STREET NAME (AFTER SALE) |
|---|---|
| C/O HIRSCHEN, SINGER & EPSTEIN LLP | 902 BROADWAY, 13TH FLOOR |

| CITY OR TOWN | STATE | ZIP CODE |
|---|---|---|
| NEW YORK | NY | 10010 |

**BUYER'S ATTORNEY**

| LAST NAME | FIRST NAME |
|---|---|
| | |

| AREA CODE | TELEPHONE NUMBER |
|---|---|
| | |

**SELLER**

| SELLER SIGNATURE | DATE |
|---|---|
| Carolyn L. Terry | 12/19/16 |

2016121900121201

# AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York )
) SS.:
County of Nassau )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

17-11 REDFERN AVENUE , ,
Street Address Unit/Apt.

QUEENS New York, 15537 57 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Carolyn B. Terry
Name of Grantor (Type or Print)

Carolyn B. Terry
Signature of Grantor

Sworn to before me
this 19th date of December 2014

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20 20

Gill Benedek
Name of Grantee (Type or Print)

Gill Benedek
Signature of Grantee
GIL BENEDEK
AUTHORIZED SIGNATORY

Sworn to before me
this 19 date of December 20 14

KAREN E. PERREUX
Notary Public, State of New York
No. 01PE6104425
Qualified in Nassau County
Commission Expires 1/20/20 20

SEAL

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

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

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) **Property receiving service: BOROUGH: QUEENS** **BLOCK: 15537** **LOT: 57**

(2) **Property Address: 17-11 REDFERN AVENUE, QUEENS, NY 11691**

(3) **Owner's Name:** **REDFERN FRP LLC**

**Additional Name:**

## Affirmation:

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

## Customer Billing Information:

### Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

## Owner's Approval:

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

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: Steve Derr Authorized Signatory

BCS-7CRF-ACRIS REV. 8/08

FINANCE
NEW • YORK
MARTHA E. STARK
COMMISSIONER

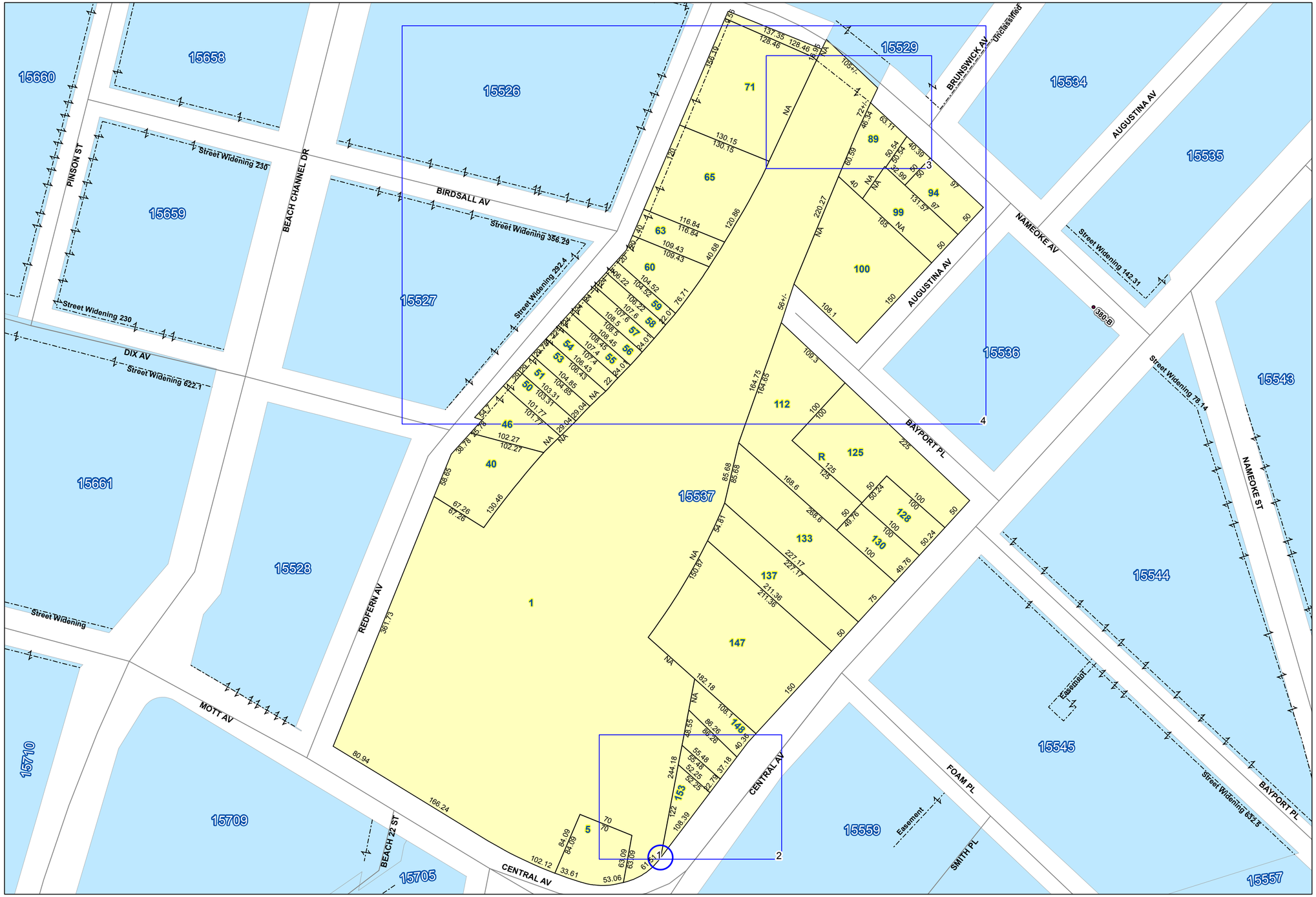
# NYC Digital Tax Map

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537

**Legend**

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon




Feet
0 10 20 40 60 80

The People of the State of New York, by the Grace of God Free and Independent,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know Ye, That, pursuant to a resolution of the Board of Commissioners of the Land Office, adopted June 9, 1938, and to the provisions of Section 9, Subdivisions 10 and 16 of Chapter 677 of the Laws of 1909, as amended, in consideration of the sum of one dollar ($1.00), lawful money of the United States, paid by The Long Island Rail Road Company, a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at Jamaica Station, Sutphin Boulevard and Archer Street, Jamaica, in the Borough and County of Queens, City and State of New York, said principal office having no street number, we have granted and conveyed and by these presents do grant and convey unto the said THE LONG ISLAND RAIL ROAD COMPANY, its successors and assigns, the lands described as follows:

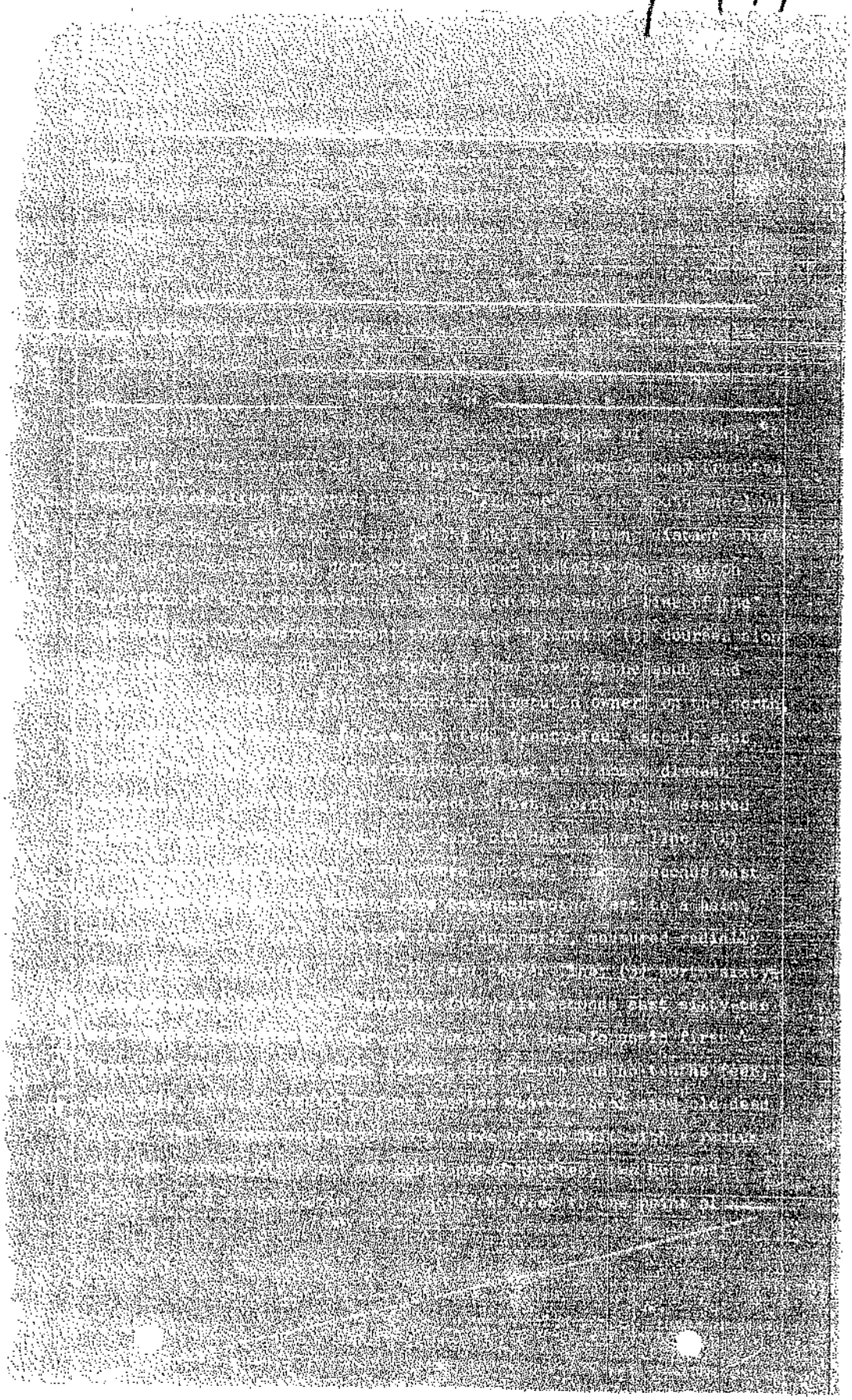
All those pieces or parcels of land situate in the Borough of Queens, County of Queens, City and State of New York, Transit Commission Case No. 2586 for the elimination of grade crossings on the Long Island Railroad from Rockaway Park (Rockaway Beach Branch) to Far Rockaway (Far Rockaway Branch) as shown on the map accompanying the application hereto and on file in the Department of State, Albany, New York, designated and described as follows:

PARCEL NO. 1

Beginning at the point of intersection of the dividing line between lands of Wm. Wyer, Trustee of the property of The Long Island Rail Road Company (reputed owner) hereinafter referred to as the "Trustee" on the north and lands of the State of New York on the south with the westerly street line of Beach 109th Street said point being distant thirty and no tenths feet southerly and at right angles from Station 8+4-71.7% of the hereinafter described deed center line of the Rockaway Beach Branch of the "Trustee"; thence south thirteen degrees, one minute, sixteen seconds east, twenty-nine and [illegible] feet along said westerly line of Beach 109th Street, crossing on lands of the State of New York to a point

7079 of 396
Letters Patent

p 477



**Title Number: CT19-00302-Q**

# CERTIFICATE FOR TITLE INSURANCE

Issued by

## Chicago Title Insurance Company

Chicago Title Insurance Company, a Florida Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:
Underwriter's Name and Phone Number: Timothy P. Ring, Esq.
Vice President; New York State Counsel
Phone: 914-684-3613 Fax: 914-949-5845
timothy.ring@ctt.com

**CHICAGO TITLE INSURANCE COMPANY**

Issued by:
Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017

Dated: March 15, 2019

Certified by: Timothy P. Ring

Redated
By: _____

By:

Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

# CHICAGO TITLE INSURANCE COMPANY

## CONDITIONS AND STIPULATIONS

Title Number CT19-00302-Q

1. This Certificate shall be null and void

   (A) if the fees therefore are not paid;

   (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

   (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;

   (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

# Chicago Title Insurance Company

## KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

### CUSTOMER SERVICE

Annette Cornell
Telephone: 212-880-1482
Annette.Cornell@CTT.com

Angelica Duran
Telephone: 212-880-1227
Angelica.Duran@CTT.com

### STATUS OF A CURRENT OR CLOSED TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

### LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

### TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

### BILLING INQUIRIES

Kathy Kinghan, Accounting Manager
Telephone Number: 212-880-1470
Kathy.Kinghan@CTT.com

### GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

***THANK YOU FOR YOUR BUSINESS***

Joneth L. Mancini, Senior Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.COM

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

# Order Confirmation

**Title Number:** CT19-00302-Q
**Date of Application:** 04/10/2019
**Estimated Reporting Date:** 04/18/19

**Sales Representative:**
Neil Falcone
212-880-1484
Neil.Falcone@ctt.com

## TRANSACTION INFORMATION

**Notes:**

**Owner Liability:** $10,000.00

**Loan Liability:** $10,000.00

**Purchaser/Borrower:** Name to be provided

**Seller:** Redfern FRP LLC

**Lender:** Lender to be provided

**Property:**
17-01 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 60
Queens County
======
16-29 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 63
Queens County
======
16-25 Redfern Avenue, Far Rockaway, NY
Block 15537 Lot 65
Queens County
======

**Survey Instructions**: None

**Searches Ordered:** No municipals ordered

## PARTIES TO THE TRANSACTION:

**Applicant**
Oliver G. Chase, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ochase@hseny.com
PHONE: 212-819-1130 FAX: 212-302-8536

**Applicant - Additional**
Christine A. Coletta, Esq.
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York NY 10010
E-MAIL: ccoletta@hseny.com
PHONE: 212-598-2119 FAX: 212-302-8536

**Applicant - Additional**
Fatmata Jalloh
E-MAIL: fjalloh@hseny.com

| | |
|---|---|
| Hirschen Singer & Epstein LLP<br>902 Broadway, 13th Floor<br>New York NY 10010 | PHONE: 212-819-1130 FAX: 212-302-8536 |
| **Additional Party**<br>Matthew Kelly<br>Phipps Houses<br>902 Broadway, 13th Floor<br>New York NY 10010 | E-MAIL: mkelly@phippsny.org<br>PHONE: 212-243-9090 |

**If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.**

**Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at http://nyrates.ctic.com.**

**Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.**

# Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!**

**THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

## SCHEDULE A

TITLE NO. CT19-00302-Q EFFECTIVE DATE: March 15, 2019

**ALTA Owner's Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

**ALTA Loan Policy - 6/17/06 with New York Endorsement** $10,000.00

PROPOSED INSURED: TO BE DETERMINED

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

Redfern FRP LLC

Title acquired under Deed dated 2/8/2017, recorded on 2/15/2017 in CRFN 2017000064846, made by Redfern Realty LLC.
(**Exhibit A)**

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**

# Chicago Title Insurance Company

Title Number: CT19-00302-Q

## SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Fifth Ward of the Borough and County of Queens, City and State of New York, which upon a certain map entitled, "Map of Block K and L - Alton Park, Far Rockaway, Borough of Queens, City of New York. N.Y. surveyed March 1910 by F.W. Conklin, City Surveyor, Far Rockaway, N.Y.", and filed in the Office of the Clerk of the County of Queens, now the New York City Register, Queens County, on August 13, 1890 under the Map #781, New No. 1616 as and by the Lots 9, 10, 11, 12, 13, 14, 15. 16 and 17 in Block L and Lot #1 in Block K, said lots being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Redfern Avenue (formerly Remsen Avenue), 40 feet wide distant southerly 156.19 feet from the corner formed by the intersection of said easterly side of Redfern Avenue and the southerly side of Nameoke Avenue (formerly Carlton Avenue), 60 feet wide;

RUNNING THENCE,
North 83 degrees 03 minutes 53 seconds East, 130.10 feet to land formerly of Long Island Railroad;

THENCE along said land along an arc of a curve bearing to the right and having a radius of 1115.28 feet along said arc 238.42 feet:

THENCE,
North 76 degrees 45 minutes 07 seconds West, 104.17 feet to the easterly side of Redfern Avenue;

THENCE along the easterly side of Redfern Avenue, the following two (2) courses and distances:
1) North 11 degrees 14 minutes 51 seconds East, 20.00 feet to a point,
2) North 9 degrees 56 minutes 07 seconds West, 180.00 feet to the point or place of BEGINNING.

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
   (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
      (i) contracted for or commenced on or before Date of Policy; or
      (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
   (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
   (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

# CHICAGO TITLE INSURANCE COMPANY

## ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

### EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

# Chicago Title Insurance Company

Title Number: CT19-00302-Q

**SCHEDULE B-1**
**(REQUIREMENTS)**

**The following are requirements to be complied with for a title policy to issue:**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

3. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.

4. This Company will no longer accept a check over the amount of $5,000.00 which is not **certified** unless prior arrangements have been made.

5. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.

6. Mortgage returned herein: (0).

7. Rights of tenants or persons in possession.

8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.

9. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

10. For information only, as required by law, Patriot Searches have been run against the following name(s):

    Redfern FRP LLC

11. Proof is required that Redfern FRP LLC has been validly formed and that it has not been dissolved.

    NOTE: This may be established by an affidavit from a member, manager or attorney representing the LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

12. With respect to Redfern FRP LLC the following proofs and documents must be submitted to this Company:

    a. Articles of Organization, together with any amendments thereto;
    b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
    c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

13. Searches have been run at the County level for judgments, Federal Tax Liens, UCCs and bankruptcies in the appropriate District, against the following name(s):

    Redfern FRP LLC

    No Returns

14. In advance of scheduling the closing, the Company must be advised as to the identity of the proposed insured and other interim grantee(s), if any, and additional exceptions may then be added.

15. Proposed contract of sale must be submitted for examination and consideration by the Company prior to closing.

16. The nature of the mortgage transaction to be insured herein must be disclosed to this Company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.

17. The Search did not disclose any open mortgages or deed of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

18. NOTE: When a recording a Deed or a Memorandum of Lease, where the consideration is $400,000 or more, a copy of the closing statement or contract of sale must be submitted with the New York City Real Property Transfer Tax Return (NYC RPT) at the time of recordation.

19. New York City will require that any transfer documents to be submitted in connection with the recording

**SCHEDULE B-1 REQUIREMENTS**
**(Continued)**

of a transfer of an interest in real property, including but not limited to a Deed or Memorandum of Lease, must be prepared on the ACRIS system. A worksheet is included herein. In order to have the Company prepare the necessary documents kindly complete the worksheet and return it to the party listed on said sheet. Please contact the Company to obtain a quote for this service.

20. NOTE: The address of the premises must be set forth on the first page of every Mortgage instrument or the City Register will not accept same for recording.

21. Satisfactory proof by affidavit must be furnished whether any work has been done upon the premises by the City of New York, or any demand made by the City for any work, which may result in charges being imposed by:

    a) the New York City Department of Rent and Housing Maintenance, Emergency Services;

    b) the New York City Department of Environmental Protection for Water Tap closing or any related work; and

    c) by the New York City Department of Health;

    whether or not such charges are liens against which this policy protects.

22. Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed by the Department of Buildings or permit issued by the Department of Buildings have been levied, charged, created or incurred, which may become a lien upon the premises, whether or not such charges are liens against which this policy insures.

# Chicago Title Insurance Company

Title Number: CT19-00302-Q

**SCHEDULE B-2**
**(EXCEPTIONS)**

**The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:**

1. Survey Reading - See attached.

2. Approximately 5 to 10 feet of the premises described, together with encroaching improvements, if any, lies in the bed of Redfern Avenue as the same is laid out on the Final Map of the City of New York. This portion of the premises is subject to the restrictive use imposed by the provisions of Section 35 of the General City Law.

3. The following sidewalk violation(s) must be canceled of record:

   No. 1307/02 - Filed: October 1, 2002

   NOTE: This item involves a notice of a defect which appears in the public record which may result in a future lien. (See New York City Administrative Code Section 19-152) The policy will not provide protection against this future lien. This exception cannot be omitted unless a Certificate of Withdrawal has been obtained from the Department of Transportation.
   This Company will consider removing this exception on a loan refinancing on delivery of the borrower's undertaking and indemnity, in form and content acceptable to this Company and subject to Underwriter review and approval.
   (Lot 60)
   (Exhibit B)

4. Variations between Tax Map and Record and Description:

   North line: Tax Map - 130.15 feet Record - 130.10 feet

   East line: Tax Map - 238.25 feet Record - 238.42 feet

   South line: Tax Map - 104.52 feet Record - 104.17 feet

5. The following UCC filings are filed in Albany and are turned out for information only:

   Redfern FRP LLC / No Returns

6. The DEP has required all properties in New York City to install a water meter. If the meter is not installed, a surcharge of 100% of the annual frontage for each applicable year will be assessed. This surcharge will be retroactive to a date prior to closing. An escrow is required until a meter is installed, or

**SCHEDULE B-2**
**(Continued)**

the surcharge is assessed. If the surcharge is assessed, the escrow will be used to pay the surcharge. (As to Lots 60 and 65)

7. Tax Search discloses unofficial payment. Proof of payment by paid receipt or cancelled check must be submitted to the Company at or prior to closing.

8. Tax Search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, and estimated water and sewer reading amounts which have been reported herein.

   NOTE: To omit this exception an actual meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods. (As to Lot 63)

# CHICAGO TITLE INSURANCE COMPANY
## COMMON EXCEPTIONS AFFIDAVIT

State of New York )
)ss.
County of _____ )

*STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE*

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____(the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT19-00302-Q issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.

2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.

3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.

4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s) _____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.

5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.

6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.

7. That there are presently _____ tenants in the Premises, and that each of the tenants is

   _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or

   _____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

   That there are no tenants in possession of the captioned premises.

8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

   _____
   _____

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

_____

Sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

# Chicago Title Insurance Company

Title Number: CT19-00302-Q

## SURVEY READING

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.

# Chicago Title Insurance Company

Title Number: CT19-00302-Q

## MORTGAGE SCHEDULE

No open Mortgages found of record.

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

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1900302Q**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **17-01 REDFERN AVENUE** County: **QUEENS**
Building Class: **FIREPROOF WAREHOUSE - E1** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **4** Tax Rate: 10.514 Adj. Tax Rate: 10.514 Block: **15537** Lot: **60**
Condo:
Assessed Owner: **REDFERN FRP LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **55,350.00** | Actual Land | **$** | **55,350.00** |
| Transition Total | **$** | **96,480.00** | Actual Total | **$** | **106,650.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(4) | TAX | 04/01/2019 | 04/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 2,535.97 |
| | | | | CHG | PAY | | 131136437 | 03/29/2019 | -2,535.97 |
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 2,535.97 |
| | | | | CHG | PAY | BILL PYMT | 112967605 | 12/24/2018 | -2,535.97 |
| 2019(2) | TAX | 10/01/2018 | 10/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 2,535.97 |
| | | | | CHG | PAY | BILL PYMT | 112967604 | 09/28/2018 | -2,535.97 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 2,535.97 |
| | | | | CHG | PAY | BILL PYMT | 112967603 | 07/02/2018 | -2,535.97 |

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 1/31/19 ARE UNOFFICIAL PAYMENTS.

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086




TAX LIEN SOLD IN YEAR 2000, 2002, AND 2003 TO BANK OF NY.
LIENS REDEEMED AS PER DOF RECORDS.

2018/2019 WATER: NONE
SEWER: NONE

CIS ACCOUNT NOT ESTABLISHED AS OF DATE OF SEARCH.

**LOT SUBJECT TO WATER & SEWER CHARGES AND OR METERED WATER AND SEWER CHARGES.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000


**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

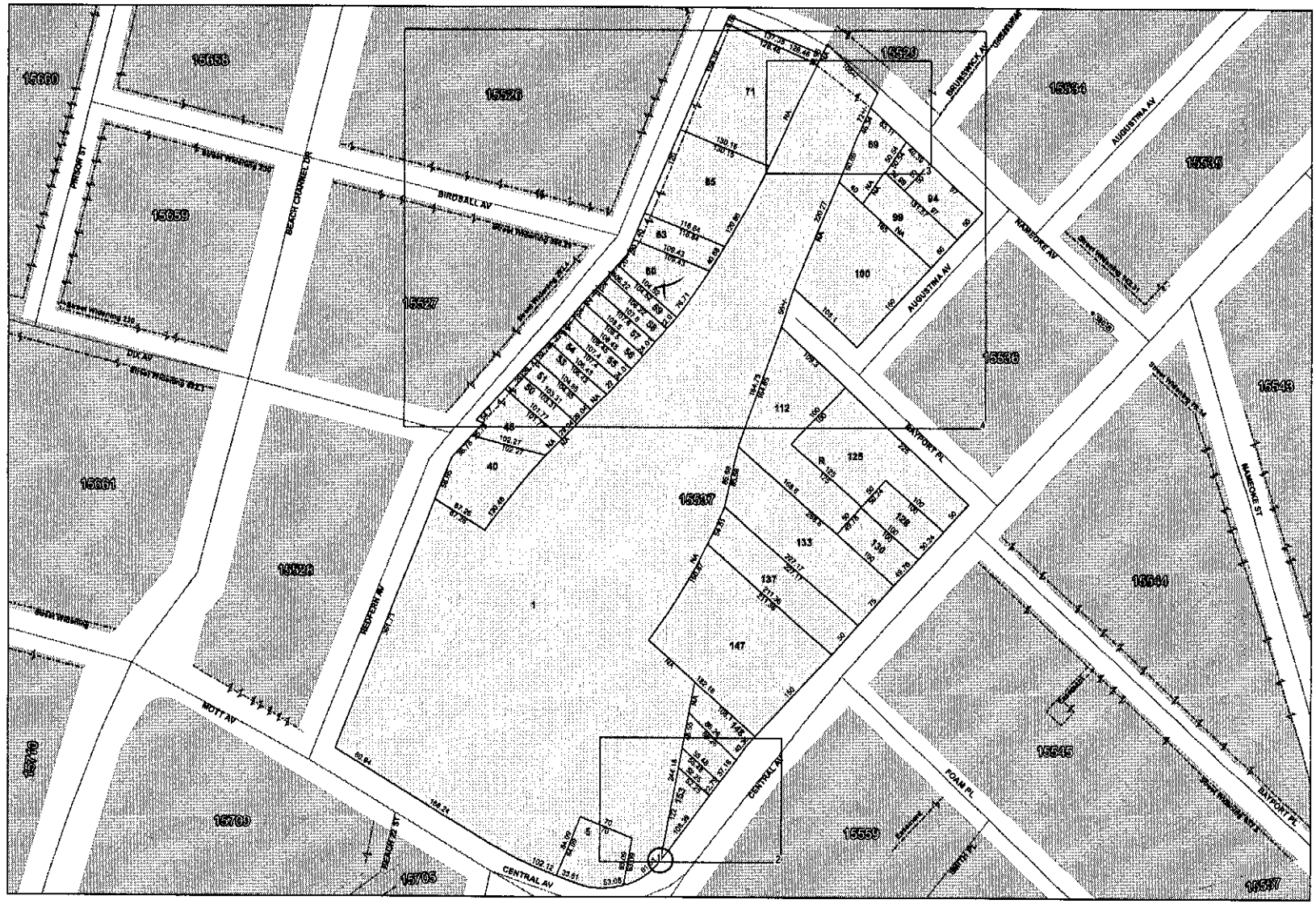
SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIORNMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

FINANCE NEW YORK
MARTHA E. STARK
COMMISSIONER

# NYC Digital Tax Map

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537


15520
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BRUNSWICK AV
AUGUSTINA AV
NORDEKE AV
MARJORIE ST
BAYPORT PL
FOAM PL
MOTT AV
CENTRAL AV
REDFERN AV
DUX AV
PRISON ST
Street Widening 30ft
Street Widening 100ft
Street Widening 120ft
Street Widening 150ft
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Street Widening 450ft
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Street Widening 550ft
Street Widening 600ft
Street Widening 650ft
Street Widening 700ft
Street Widening 750ft
Street Widening

**17 -01 REDFERN AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 60**

## Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our NYCePay or CityPay payment sites for today's balance. Payments made today will be visible the next business day.

## Profile

| | |
|---|---|
| Building Class | E1 - GENERAL WAREHOUSE |
| Tax Class | 4 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Lien Information

**1 of 3**

| | |
|---|---|
| Tax Year | 2003 |
| Lien ID | 200302 |
| Tax Lien Sale Date | 07/17/2003 |
| Sale Amount | 3,797.27 |
| Lien Status | R Post Sale Redeemed |
| Redm Date | 11/24/2004 |
| Servicer | S00002 |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 4 | TAX | 04/01/2019 | | 2,535.97 | -2,535.97 | 0.00 |
| 2019 | 3 | TAX | 01/01/2019 | | 2,535.97 | -2,535.97 | 0.00 |
| 2019 | 2 | TAX | 10/01/2018 | | 2,535.97 | -2,535.97 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 2,535.97 | -2,535.97 | 0.00 |
| 2018 | 4 | TAX | 04/01/2018 | | 2,497.28 | -2,497.28 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 2,497.28 | -2,497.28 | 0.00 |
| 2018 | 2 | TAX | 10/01/2017 | | 2,525.94 | -2,525.94 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 2,525.94 | -2,525.94 | 0.00 |
| 2017 | 4 | TAX | 04/01/2017 | | 2,368.38 | -2,368.38 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 2,368.38 | -2,368.38 | 0.00 |
| 2017 | 2 | TAX | 10/01/2016 | | 2,405.40 | -2,405.40 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 2,405.40 | -2,405.40 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086


**TITLE: CTIM-711 CT1900302Q63**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **16-29 REDFERN AVENUE** County: **QUEENS**
Building Class: **FIREPROOF WAREHOUSE - E1** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **4** Tax Rate: 10.514 Adj. Tax Rate: 10.514 Block: **15537** Lot: **63**
Condo:
Assessed Owner: **REDFERN FRP LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **41,850.00** | Actual Land | **$** | **41,850.00** |
| Transition Total | **$** | **162,630.00** | Actual Total | **$** | **177,300.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

**Disposition / Returns:**

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(4) | TAX | 04/01/2019 | 04/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 4,274.73 |
| | | | | CHG | PAY | | 131136438 | 03/29/2019 | -4,274.73 |
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 4,274.73 |
| | | | | CHG | PAY | BILL PYMT | 112967710 | 12/24/2018 | -4,274.73 |
| 2019(2) | TAX | 10/01/2018 | 10/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 4,274.73 |
| | | | | CHG | PAY | BILL PYMT | 112967709 | 09/28/2018 | -4,274.73 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 4,274.73 |
| | | | | CHG | PAY | BILL PYMT | 112967708 | 07/02/2018 | -4,274.73 |

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 1/31/19 ARE UNOFFICIAL PAYMENTS.

**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

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TAX LIEN SOLD IN YEAR 2000 AND 2002 TO BANK OF NY.
LIENS REDEEMED AS PER DOF RECORDS.

PROPERTY WAS REMOVED BY THE CITY OF NEW YORK FROM THE TAX LIEN SALE THAT TOOK PLACE IN THE FOLLOWING YEAR(S): 2008

CIS ACCOUNT #1000821497001

METER #4253 3/3/19 TO 4/3/19 ENT: 4/8/19 ESTIMATED READING
AMOUNT BILLED $39.34

METER #4253 2/2/19 TO 3/3/19 ENT: 3/8/19 ESTIMATED READING
AMOUNT BILLED $36.80

METER #4253 MULTIPLE BILLINGS (11/3/18 TO 2/2/19) ESTIMATED READINGS
AMOUNT BILLED $115.48

SERVICE FEE ENT: 3/11/19 AMOUNT BILLED $250.00

$36.80 PAID 4/5/19 (UNOFFICIAL)
$38.07 PAID 2/28/19 (UNOFFICIAL)
$77.62 PAID 2/7/19 (UNOFFICIAL)

TOTAL DUE ON ACCOUNT $290.79 OPEN

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD

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**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086




P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

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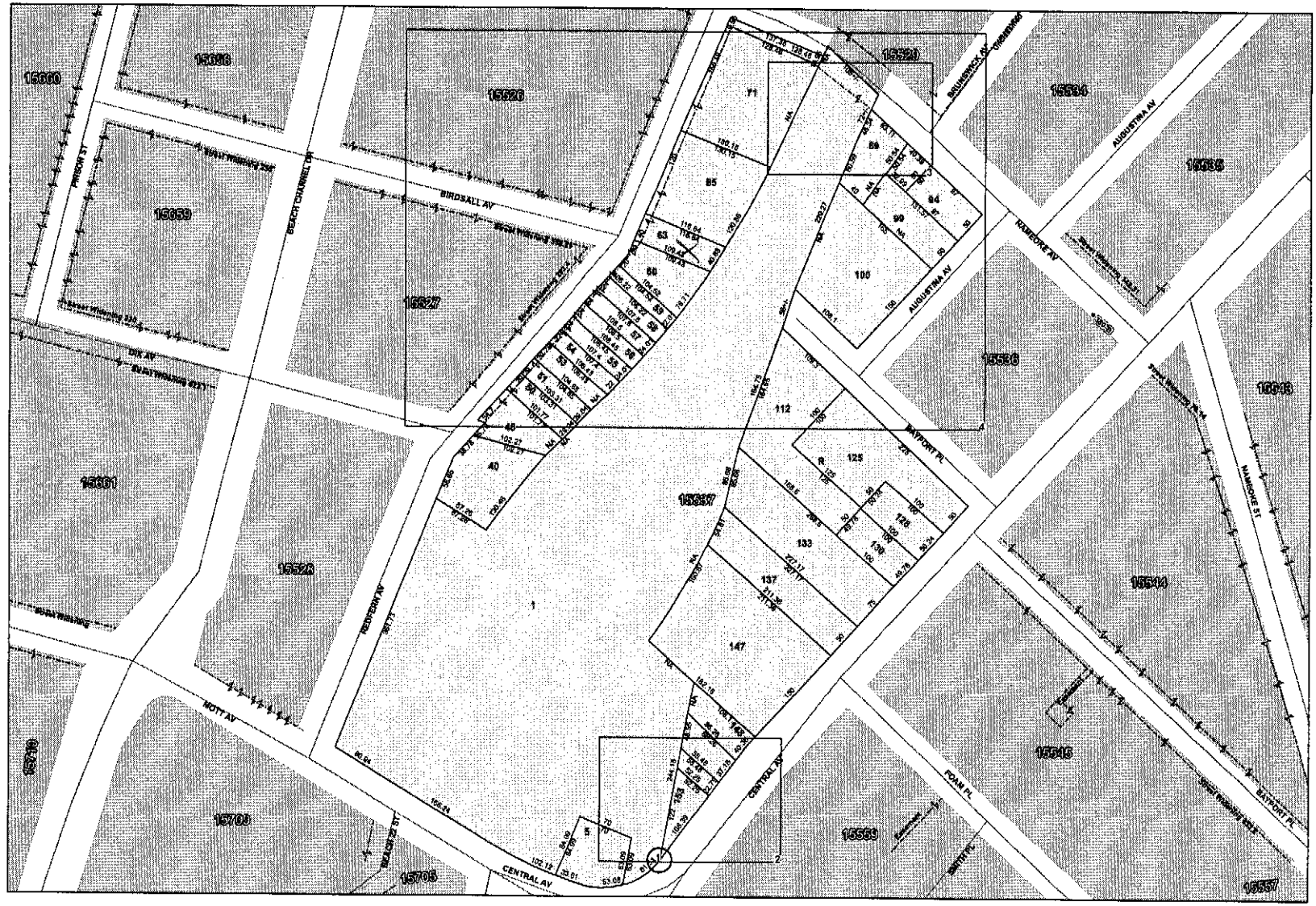

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FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

**NYC Digital Tax Map**

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537



**16 -29 REDFERN AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 63**

## Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our NYCePay or CityPay payment sites for today's balance. Payments made today will be visible the next business day.

## Profile

| | |
|---|---|
| Building Class | E1 - GENERAL WAREHOUSE |
| Tax Class | 4 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Lien Information

1 of 2

| | |
|---|---|
| Tax Year | 2002 |
| Lien ID | 200202 |
| Tax Lien Sale Date | 07/17/2002 |
| Sale Amount | 15,350.16 |
| Lien Status | R Post Sale Redeemed |
| Redm Date | 11/24/2004 |
| Servicer | S00002 |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 4 | TAX | 04/01/2019 | | 4,274.73 | -4,274.73 | 0.00 |
| 2019 | 3 | TAX | 01/01/2019 | | 4,274.73 | -4,274.73 | 0.00 |
| 2019 | 2 | TAX | 10/01/2018 | | 4,274.73 | -4,274.73 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 4,274.73 | -4,274.73 | 0.00 |
| 2018 | 4 | TAX | 04/01/2018 | | 4,115.93 | -4,115.93 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 4,115.93 | -4,115.93 | 0.00 |
| 2018 | 2 | TAX | 10/01/2017 | | 4,163.17 | -4,163.17 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 4,163.17 | -4,163.17 | 0.00 |
| 2017 | 4 | TAX | 04/01/2017 | | 4,010.44 | -4,010.44 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 4,010.44 | -4,010.44 | 0.00 |
| 2017 | 2 | TAX | 10/01/2016 | | 4,073.12 | -4,073.12 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 4,073.12 | -4,073.12 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

**188 Montague Street 10th Floor**
**Brooklyn, NY 11201**
**Tel: 718-625-9949**
**Fax: 347-896-5551**

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

**TITLE: CTIM-711 CT1900302Q65**



THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **16-25 REDFERN AVENUE** County: **QUEENS**
Building Class: **FIREPROOF WAREHOUSE - E1** SWIS: **630100** Section: **59** Vol.: **1**
Tax Class: **4** Tax Rate: 10.514 Adj. Tax Rate: 10.514 Block: **15537** Lot: **65**
Condo:
Assessed Owner: **REDFERN FRP LLC**

**2018/2019 FINAL**

| | | | | | |
|---|---|---|---|---|---|
| Transition Land | **$** | **96,930.00** | Actual Land | **$** | **105,300.00** |
| Transition Total | **$** | **124,830.00** | Actual Total | **$** | **144,000.00** |
| Transition Exempt | **$** | **0.00** | Actual Exempt | **$** | **0.00** |

## Disposition / Returns:

| Year | Charge Type | Original Due Date | Interest Begin/Process Date | Trans. Type | Action Type | Reason | Payment # | Payment Date | Amount Due |
|---|---|---|---|---|---|---|---|---|---|
| 2019(4) | TAX | 04/01/2019 | 04/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 3,281.15 |
| | | | | CHG | PAY | | 131136439 | 03/29/2019 | -3,281.15 |
| 2019(3) | TAX | 01/01/2019 | 01/01/2019 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 3,281.15 |
| | | | | CHG | PAY | BILL PYMT | 112967832 | 12/24/2018 | -3,281.15 |
| 2019(2) | TAX | 10/01/2018 | 10/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 3,281.15 |
| | | | | CHG | PAY | BILL PYMT | 112967831 | 09/28/2018 | -3,281.15 |
| 2019(1) | TAX | 07/01/2018 | 07/01/2018 | | | | | | |
| | | | | TAX | ORG | INIT CHG | | 06/01/2018 | 3,281.15 |
| | | | | CHG | PAY | BILL PYMT | 112967830 | 07/02/2018 | -3,281.15 |

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

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**Brooklyn, NY 11201**
**Tel: 718-625-9949**
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1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086




TAX LIEN SOLD IN YEAR 2000, 2002, AND 2003 TO BANK OF NY.
LIENS REDEEMED AS PER DOF RECORDS.

2018/2019 WATER: NONE
SEWER: NONE

CIS ACCOUNT NOT ESTABLISHED AS OF DATE OF SEARCH.

**LOT SUBJECT TO WATER & SEWER CHARGES AND OR METERED WATER AND SEWER CHARGES.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000


**SUBJECT TO CONTINUATION PRIOR TO CLOSING.** NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **4/9/2019.** ANY PAYMENT MADE AFTER **1/31/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

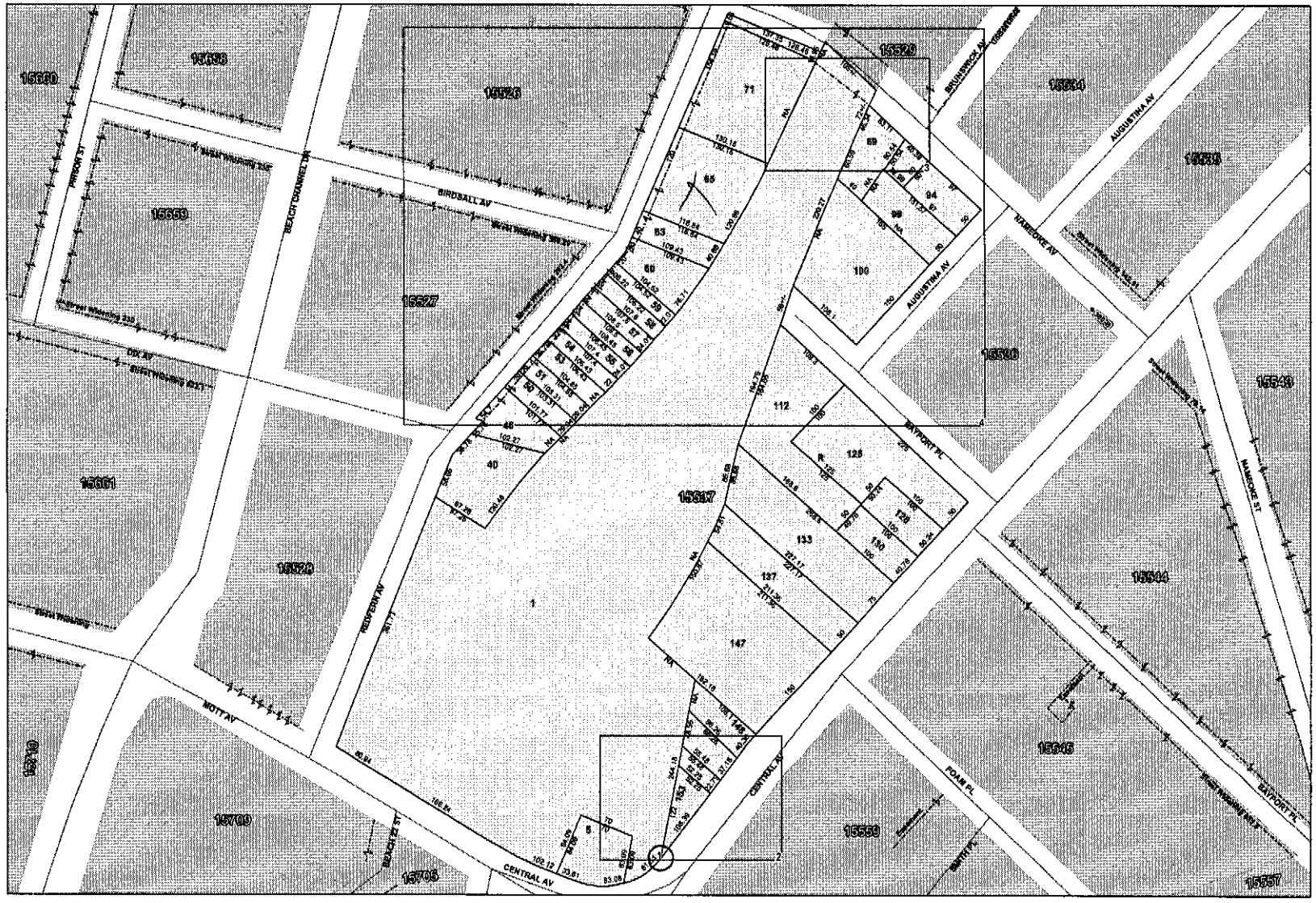
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FINANCE NEW YORK
MARTHA E. STARK
COMMISSIONER

# NYC Digital Tax Map

Effective Date : 12-09-2008 00:04:34
End Date : Current

Queens Block: 15537




Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

Feet
0 120 40 80 80

**16 -25 REDFERN AVENUE**

**Borough: QUEENS**
**Block: 15537 Lot: 65**

## Notes

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## Profile

| | |
|---|---|
| Building Class | E1 - GENERAL WAREHOUSE |
| Tax Class | 4 |
| Unused SCRIE Credit | |
| Unused DRIE Credit | |
| Refund Amount | |
| Overpayment amount | |

## Lien Information

**1 of 3**

| | |
|---|---|
| Tax Year | 2003 |
| Lien ID | 200302 |
| Tax Lien Sale Date | 07/17/2003 |
| Sale Amount | 4,590.61 |
| Lien Status | R Post Sale Redeemed |
| Redm Date | 11/24/2004 |
| Servicer | S00002 |

## Account History Summary

| Year | Period | Charge Type | Original Due Date | Interest Begin/Process Date | Charge | Paid | Balance |
|---|---|---|---|---|---|---|---|
| 2019 | 4 | TAX | 04/01/2019 | | 3,281.15 | -3,281.15 | 0.00 |
| 2019 | 3 | TAX | 01/01/2019 | | 3,281.15 | -3,281.15 | 0.00 |
| 2019 | 2 | TAX | 10/01/2018 | | 3,281.15 | -3,281.15 | 0.00 |
| 2019 | 1 | TAX | 07/01/2018 | | 3,281.15 | -3,281.15 | 0.00 |
| 2018 | 4 | TAX | 04/01/2018 | | 3,046.04 | -3,046.04 | 0.00 |
| 2018 | 3 | TAX | 01/01/2018 | | 3,046.04 | -3,046.04 | 0.00 |
| 2018 | 2 | TAX | 10/01/2017 | | 3,081.00 | -3,081.00 | 0.00 |
| 2018 | 1 | TAX | 07/01/2017 | | 3,081.00 | -3,081.00 | 0.00 |
| 2017 | 4 | TAX | 04/01/2017 | | 3,057.11 | -3,057.11 | 0.00 |
| 2017 | 3 | TAX | 01/01/2017 | | 3,057.11 | -3,057.11 | 0.00 |
| 2017 | 2 | TAX | 10/01/2016 | | 3,104.89 | -3,104.89 | 0.00 |
| 2017 | 1 | TAX | 07/01/2016 | | 3,104.89 | -3,104.89 | 0.00 |

## Account History Details

**Click here for the Account History Details**

# REAL ESTATE TAXES - NEW YORK CITY

| TAX | FISCAL YEAR BEGINS | DUE DATES | LIEN DATES |
|---|---|---|---|
| City Assessed Valuation of $40,000 or less* | July 1 | July 1, October 1, January 1 & April 1 | July 1, October 1, January 1 & April 1 |
| Assessed Valuation of over $40,000 | July | **July 1 & January 1 | **July 1 & January 1 |
| Annual Water (non-metered) Annual Sewer | June 30 | June 30 | June 30 |

*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals $40,000 or less

**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than $40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at $40,000 or less.

| | |
|---|---|
| CITY TAX | The grace period on taxes is through the 15th day of the month beginning with the due date. Interest form the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is $2750 or less. If the property is improved and the annual tax is more than $2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.<br>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date. |
| WATER METER CHARGES AND SEWER CHARGES | Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York city Department of Finance's computer systems, where water and sewer charges have been posted in the past.<br><br>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).<br><br>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and becomes liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.<br><br>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of $55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment of payment of the required fee of $55.00 |

<table>
<tr><td>WATER AND SEWER CHARGES (FRONTAGE)</td><td colspan="2">If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</td></tr>
<tr><td>WATER METER CHARGES AND SEWER CHARGES<br><br>(FOR QUEENS COUNTY ONLY)</td><td colspan="2">In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co). The meter is read approximately every 90 days and a bill mailed 7 days later.<br><br>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone # 718-298-8100) to set up an appointment at no charge to the customer.<br><br>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 295-4600.<br><br>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</td></tr>
<tr><td rowspan="2">ASSESSMENTS</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Heal Pest Control charges).<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</td></tr>
<tr><td rowspan="2">BOILER AND ELEVATOR</td><td>LIEN DATE<br>When entered</td><td>DUE DATE<br>When entered</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PENALTY FOR LATE PAYMENT<br>Interest on all Boiler and Elevator charges. . . . . 18% per annum.</td></tr>
<tr><td rowspan="2">VAULT</td><td>LIEN DATE<br>June 1</td><td>DUE DATE<br>June 1</td></tr>
<tr><td colspan="2">LAST DAY TO PAY WITHOUT PENALTY<br>Within 30 days of entry.<br><br>INTEREST PANALTY FOR LATE PAYMENT<br>Interest rates on all Vault charges<br>March 1, 1989 to date. . . . . 8.0% per annum.</td></tr>
</table>

## NOTES

1. Your canceled check is your receipt. Receipted wills will not be returned unless written request accompanies payment.

2. General information call: Taxpayer Assistance (718) 935-9500

3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained form the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges, call the Department of Environmental Protection (718) 595-7000.)

4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.

5. Information regarding refunds: Call (718) 935-9500.

6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.

7. Checks should be made payable to New York City Department of Finance.

8. Effective July 1, 1990, interest due on late payments is calculated using dialing compounding rather than simple interest. The interest rate is fixed annually by the City Council.

9. To obtain a receipt upon payment, you must pay by cash or certified check.

WIRE SAFE™ | Inquire before you wire!

CHICAGO TITLE INSURANCE COMPANY

National Commercial Services
Nationwide Coverage. Personal Commitment.

# WIRE FRAUD ALERT

## IMPORTANT! YOUR FUNDS MAY BE AT RISK

*This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.*

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

**PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 212-880-1200 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 212-880-1200.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



**NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



**DO NOT FORWARD** wire instructions to other parties without first verbally verifying the instructions from the sending party.



**ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. DO NOT RELY on other parties calling you.**

**Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.**

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

*Federal Bureau of Investigation:* http://www.fbi.gov *Internet Crime Complaint Center:* http://www.ic3.gov

**ACKNOWLEDGEMENT OF RECEIPT**

Your signature below acknowledges receipt of this Wire Fraud Alert.

**Buyer 1**

**Signature** _____

**Printed Name** _____

**Address** _____

**Date** _____ **Phone Number** _____

**Buyer 2**

**Signature** _____

**Printed name** _____

**Address** _____

**Date** _____ **Phone Number** _____


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## Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

## How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## Other Online Specifics

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- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

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- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

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We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

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# SUPERIOR DATA SERVICES, INC.

www.superior-data.com

**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1900302Q** Date: **4/10/2019**
Premises: **17-01 REDFERN AVENUE**
County: **QUEENS**
Town/City: Village:
District: Section: Block: **15537** Lot: **60**

## ECB SEARCH BY ADDRESS

A SEARCH OF THE RECORDS OF THE CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD (OATH) FOUND NO VIOLATIONS WITH MONIES OWED POSTED AGAINST THE ABOVE ADDRESS.

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www.superior-data.com

**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1900302Q63** Date: **4/10/2019**
Premises: **14-30 BRUNSWICK AVENUE**
**AKA 16-29 REDFERN AVENUE**
County: **QUEENS**
Town/City: Village:
District: Section: Block: **15537** Lot: **63**

## ECB SEARCH BY ADDRESS

ATTACHED FIND A COPY OF PROPERTY INQUIRY PAGE(S) FROM THE NEW YORK CITY ENVIRONMENTAL CONTROL BOARD (OATH). THIS SEARCH IS DESIGNED TO REPORT ADJUDICATED VIOLATIONS WITH MONIES OWED POSTED AGAINST THE ABOVE ADDRESS.

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SUPERIOR DATA SERVICES DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED FOR CHICAGO TITLE INS. - 711. THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION REPORTED THEREIN AND NO LIABILITY IS ASSUMED. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY.

| | |
|---|---|
| Ticket # | 0147703124 |
| Respondent Name / OATH ID | REDFFERN REALTY LLC |
| Address | 16-29 REDFERN AVENUE, FAR ROCKAWAY, NY 11691 |
| Violation Date | 08/19/2005 |
| Description | DIRTY SIDEWALK |
| Issuing Agency | DSNY Other |
| Status | DEFAULTED |
| Total Amount Due | $300.00 |

# SUPERIOR DATA SERVICES, INC.

www.superior-data.com

**188 MONTAGUE STREET 10th FLOOR**
**BROOKLYN, NY 11201**
**TEL: (718) 625-9949 FAX: (347) 896-5551**

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086


Title: **CTIM-711 CT1900302Q65** Date: **4/10/2019**
Premises: **16-25 REDFERN AVENUE**
County: **QUEENS**
Town/City: Village:
District: Section: Block: **15537** Lot: **65**

## ECB SEARCH BY ADDRESS

A SEARCH OF THE RECORDS OF THE CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD (OATH) FOUND NO VIOLATIONS WITH MONIES OWED POSTED AGAINST THE ABOVE ADDRESS.

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

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

2017021301098001001EE74D

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 5**

**Document ID: 2017021301098001** Document Date: 02-08-2017 Preparation Date: 02-13-2017
Document Type: DEED
Document Page Count: 3

**PRESENTER:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT16-00711-Q (MAF)
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

**RETURN TO:**
CHICAGO TITLE INSURANCE CO. (PICK-UP)
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010
OLIVER G. CHASE, ESQ.

**PROPERTY DATA**

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 60 | Entire Lot | 1701 REDFERN AVENUE |

**Property Type:** COMMERCIAL REAL ESTATE

| Borough | Block | Lot | Unit | Address |
|---|---|---|---|---|
| QUEENS | 15537 | 63 | Entire Lot | 1629 REDFERN AVENUE |

**Property Type:** COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

**CROSS REFERENCE DATA**

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

**PARTIES**

**GRANTOR/SELLER:**
REDFERN REALTY LLC
129 LOUISIANA AVENUE
BROOKLYN, NY 11207

**GRANTEE/BUYER:**
REDFERN FRP LLC
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

**FEES AND TAXES**

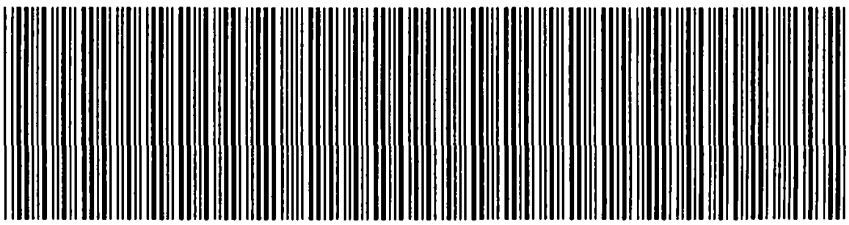
| **Mortgage :** | | |
|---|---|---|
| Mortgage Amount: | $ | 0.00 |
| Taxable Mortgage Amount: | $ | 0.00 |
| Exemption: | | |
| TAXES: County (Basic): | $ | 0.00 |
| City (Additional): | $ | 0.00 |
| Spec (Additional): | $ | 0.00 |
| TASF: | $ | 0.00 |
| MTA: | $ | 0.00 |
| NYCTA: | $ | 0.00 |
| Additional MRT: | $ | 0.00 |
| TOTAL: | $ | 0.00 |
| Recording Fee: | $ | 58.00 |
| Affidavit Fee: | $ | 0.00 |

| | | |
|---|---|---|
| Filing Fee: | $ | 250.00 |
| NYC Real Property Transfer Tax: | $ | 81,375.00 |
| NYS Real Estate Transfer Tax: | $ | 12,400.00 |

**RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK**
Recorded/Filed 02-15-2017 13:38
City Register File No.(CRFN): **2017000064846**

*City Register Official Signature*

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



2017021301098001001CE5CD

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)** 

**Document ID: 2017021301098001** Document Date: 02-08-2017 Preparation Date: 02-13-2017
Document Type: DEED

**PROPERTY DATA**

| Borough | Block | Lot | | Unit | Address |
|---|---|---|---|---|---|
| QUEENS | 15537 | 65 | Entire Lot | | 1625 REDFERN AVENUE |

**Property Type:** COMMERCIAL REAL ESTATE

CT16-007116 (3)

$10,400

— Bargain and Sale Deed, with Covenant against Grnator's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

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**THIS INDENTURE,** made as of the 8th day of February in the year 2017

**BETWEEN**

**REDFERN REALTY LLC,** with an address at **129 Louisiana Avenue, Brooklyn, NY 11207**
party of the first part, and

**REDFERN FRP LLC,** residing at **902 Broadway, 13th Floor, New York, NY 10010**
party of the second part,

**WITNESSETH,** that the party of the first part, in consideration of ten (10) dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, City of Far Rockaway, County of Queens, more specifically described on Schedule A annexed hereto.

**Block: 15537**
**Lots: 60, 63, and 65**

Said premises also known as **16-25 Redfern Avenue, Far Rockaway, NY 11691**
**16-29 Redfern Avenue, Far Rockaway, NY 11691**
**17-01 Redfern Avenue, Far Rockaway, NY 11691**

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF,** the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

**Redfern Realty, LLC**

X

**Nick Dragonetti, Member**

# Chicago Title Insurance Company

Title Number: CT16-00711-Q

**SCHEDULE A DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Fifth Ward of the Borough and County of Queens, City and State of New York, which upon a certain map entitled, "Map of Block K and L - Alton Park, Far Rockaway, Borough of Queens, City of New York. N.Y. surveyed March 1910 by F.W. Conklin, City Surveyor, Far Rockaway, N.Y.", and filed in the Office of the Clerk of the County of Queens, now the New York City Register, Queens County, on August 13, 1890 under the Map #781, New No. 1616 as and by the Lots 9, 10, 11, 12, 13, 14, 15. 16 and 17 in Block L and Lot #1 in Block K, said lots being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Redfern Avenue (formerly Remsen Avenue), 40 feet wide distant southerly 156.19 feet from the corner formed by the intersection of said easterly side of Redfern Avenue and the southerly side of Nameoke Avenue (formerly Carlton Avenue), 60 feet wide;

RUNNING THENCE,

North 83 degrees 03 minutes 53 seconds East, 130.10 feet to land formerly of Long Island Railroad;

THENCE along said land along an arc of a curve bearing to the right and having a radius of 1115.28 feet along said arc 238.42 feet:

THENCE,

North 76 degrees 45 minutes 07 seconds West, 104.17 feet to the easterly side of Redfern Avenue;

THENCE along the easterly side of Redfern Avenue, the following two (2) courses and distances:

1) North 11 degrees 14 minutes 51 seconds East, 20.00 feet to a point,
2) North 9 degrees 56 minutes 07 seconds West, 180.00 feet to the point or place of BEGINNING.

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Kings, ss:

On the 8th day of February in the year 2017, before me, the undersigned, personally appeared **Nick Dragonetti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary

LAWRENCE P MONGELLI
Notary Public, State of New York
No. 01MO4883251
Qualified in Queens County
Commission Expires Jan. 26, 2019

SEAL

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of , ss:
On the day of in the year ,
before me, the undersigned, a Notary Public in and for said State, personally appeared
, the
subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Kings, ss:

On the day of September in the year 2013, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of , County of , ss:
*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of in the year ,
, before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

# Bargain and Sale Deed with Covenant against Grantors Acts

**Title No.** CT16-00711-Q

**Redfern Realty LLC**

**To**

**REDFERN FRP LLC**

District:
Section:
Block: 15537
Lot: 60, 63, 65
Street Address: 16-25 Redfern Avenue, Far Rockaway, NY 11691
16-29 Redfern Avenue, Far Rockaway, NY 11691
17-01 Redfern Avenue, Far Rockaway, NY 11691

**RETURN BY MAIL TO:**

**Hirschen, Singer & Epstein LLP**
**Oliver G. Chase, Esq.**
**902 Broadway, 13th Floor**
**New York, NY 10010**

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

2017021301098001001S29CC

**SUPPORTING DOCUMENT COVER PAGE** 

**Document ID: 2017021301098001** Document Date: 02-08-2017 Preparation Date: 02-13-2017
Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2017011700289

**SUPPORTING DOCUMENTS SUBMITTED:**

| | Page Count |
|---|---|
| DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING | 2 |
| RP - 5217 REAL PROPERTY TRANSFER REPORT | 2 |

FOR CITY USE ONLY

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

CITY REGISTER

FEB 14 2017

C3. Book OR C5. CRFN | | C4. Page | |

# REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

# RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location: 1701 (STREET NUMBER) | REDFERN AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11691 (ZIP CODE)

2. Buyer Name: REDFERN FRP LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) | (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 3 (# of Parcels) OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: REDFERN REALTY LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

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

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

## SALE INFORMATION

10. Sale Contract Date: 7 / 25 / 2016 (Month / Day / Year)

11. Date of Sale / Transfer: 2 / 8 / 2017 (Month / Day / Year)

12. Full Sale Price $: 3,100,000

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class: E1

16. Total Assessed Value (of all parcels in transfer): 376,650

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

QUEENS 15537 60 | QUEENS 15537 63 | QUEENS 15537 65

2017011700289201 03

CERTIFICATION

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

| BUYER | | BUYER'S ATTORNEY | |
|---|---|---|---|
| BUYER SIGNATURE | DATE | LAST NAME | FIRST NAME |
| | 2.8.17 | Benedek | Gil |
| STREET NUMBER | STREET NAME (AFTER SALE) | AREA CODE | TELEPHONE NUMBER |
| 902 BROADWAY, 13TH FLOOR | Bert Baradian member | 212 | 598-3212 |
| CITY OR TOWN | STATE | ZIP CODE | SELLER |
| NEW YORK | NY | 10010 | |
| | | SELLER SIGNATURE | DATE |
| | | | 2.8.17 |

Nick Dragonetti, member

2017011700289201

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

# Customer Registration Form for Water and Sewer Billing

## Property and Owner Information:

(1) **Property receiving service: BOROUGH: QUEENS** **BLOCK: 15537** **LOT: 60**

(2) **Property Address: 1701 REDFERN AVENUE, QUEENS, NY 11691**

(3) **Owner's Name:** **REDFERN FRP LLC**

**Additional Name:**

## Affirmation:

☑ You have visited DOF's Mailing Address Update website and indicated that your water & sewer bill should be sent to the mailing address provided on that site. If no information was entered your water & sewer bill be sent to the property address.

## Customer Billing Information:

### Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

## Owner's Approval:

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

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy) 2-8-17

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

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES

BCS-7CRF-ACRIS REV. 8/08



2017011700289101

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

# Customer Registration Form for Water and Sewer Billing

| Borough | Block | Lot | Street | City | State | Zip |
|---|---|---|---|---|---|---|
| QUEENS | 15537 | 63 | 1629 REDFERN AVENUE | NY | NY | 11691 |
| QUEENS | 15537 | 65 | 1625 REDFERN AVENUE | NY | NY | 11691 |

```
USER:  QUEENS   COUNTY CLERKS OFFICE  QUEENS              DATE:  04/11/2019
TERM:  PI36      SIDEWALK LIEN BOOK INQUIRY              TIME:  13:56:55
           CONTROL NUMBER : 000729240 - 01

    *** DOCKETING DATA ***          *** SOURCE DOCUMENT ***
DOCKETING DATE:  10/01/2002              TYPE: SL   SIDEWALK LIEN
          TIME:  16:32:00              COUNTY: 41   QUEENS
EFFECTIVE DATE:  10/01/2002               COURT: S    SUPREME COURT
          TIME:  16:32:00       TOTAL BLOCKS & LOTS: 01   UPDATED: N
CLERK/SEQ #   :  CUFFEE2   062          REFERENCE #: SL 1307/02
                      *** PREMISES ***
            BLOCK #: 15537      LOT #: 00060
  ADDRESS   NUMBER:          STREET:
            CITY  :                          ZIP CODE:  00000
                    *** OWNER/CORPORATION ***
 NAME   FORMAT C   : REDFERN AVE
                     *** CLAIMANT ***
 NAME   FORMAT C   : NYC DEPT OF HIGHWAYS
   ADDRESS   NUMBER:          STREET:
             CITY  :                        ZIP CODE:  00000


ENTER CONTROL NUMBER FOR NEXT INQUIRY
PRESS: PF1- HELP, PF2- CANCEL INQUIRY PF8- 2ND PAGE DATA, ENTER- INQUIRE RECORD
```

*New York City Department of Transportation*

# Notice of Violation

ISSUE DATE: 07-26-2002 VIOLATION NO: 29756

TO PROPERTYOWNER
COLETTA PROPERTIES IN.
1629 REDFERN AVENUE
FAR ROCKAWAY, NY 11691

BOROUGH: QUEENS
BLOCK: 15537
LOT: 0060

CONTRACT: HWQ1155
(THE CITY MAY MAKE THE REPAIRS AND BILL YOU).

PROPERTYLOC: REDFERN AVENUE
FROM: BIRDSALL AVENUE
TO: DIX AVENUE
ALSO KNOWNAS: VACANT LOT

MORTGAGEE: VB
ADDRESS:

DEAR PROPERTYOWNER:

SECTION 2904 OF THE NEW YORK CITY CHARTER AND SECTION 19-152 OF THE NEW YORK ADMINISTRATIVE CODE REQUIRE PROPERTYOWNERS TO MAINTAIN THE SIDEWALK ADJACENT TO THEIR PROPERTY, AND TO FENCE OR FILL VACANT LOTS. THE PROPERTYOWNER IS RESPONSIBLE FOR REPAIRING ALL DEFECTS.

A DEPARTMENT INSPECTION OF THE ABOVE PROPERTY INDICATES THAT THE SIDEWALK AND/OR VACANT LOT HAVE THE FOLLOWING DEFECT(S):

OTHER (SPECIFY): 6E-ASPHALT

THE DEFECTS LISTED ABOVE REFLECT THE CONDITION OF YOUR SIDEWALK AND/OR VACANT LOT AT THE DATE AND TIME OF INSPECTION.

TO CORRECT THE DEFECT(S) THE FOLLOWING WORK IS REQUIRED:

YOU ARE REQUIRED TO TAKE OUT A PERMIT AND COMMENCE THE WORK YOURSELF WITHIN 45 DAYS, OTHERWISE, THE CITY MAY MAKE THE REPAIRS AND BILL YOU.

ISSUED BY: HARRY PATEL (718)391-2026 / RC

Please be advised that this is an estimate based on visual inspection. The actual condition of your sidewalk/lot at the time of excavation may require additional repairs at your expense.

COUNTY CLERK (2)

QUEENS COUNTY CLERK
FILED

02 OCT -1 AM 11:32

SV 1301-02