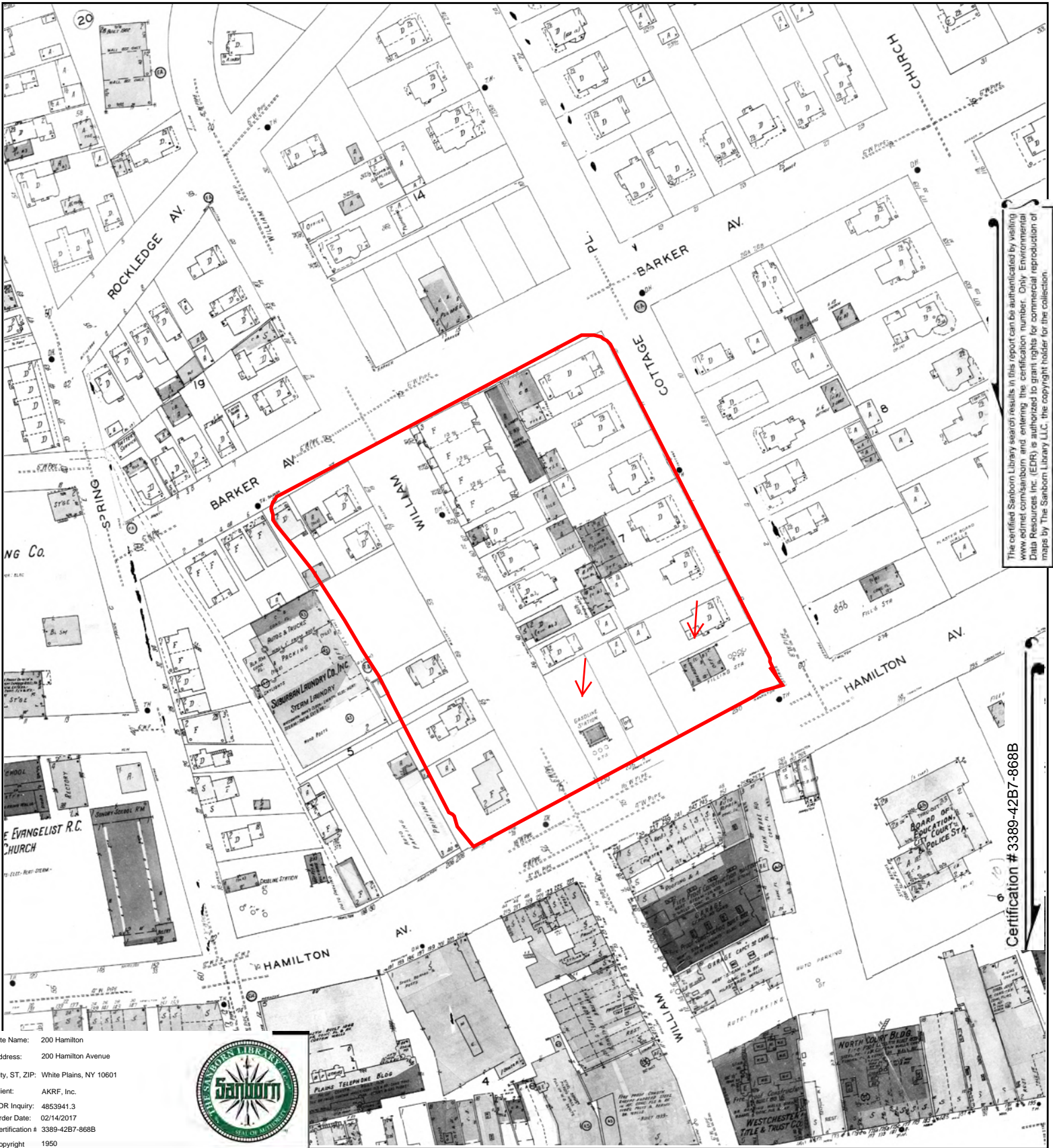


Ownership History

Based on documentation reviewed as part of the May 2017 Phase I Environmental Site Assessment (ESA) and a search of Westchester County Clerk on-line records, the Site was previously divided into several individual lots containing dwellings and two gasoline stations prior to 1964. In 1971, the White Plains Urban Renewal Agency sold the property to W.P. Mall Corp., who constructed the current mall building by 1972. The property was subsequently sold to W.P. Mall LLC in February 2000 and then to W.P. Mall Realty, LLC (the current owner) in September 2003. A summary of this ownership and development history is provided in the following table, and the supporting documentation is provided as Attachments A through C.

| Year | Description | Documentation |
|-------------|---|---|
| 1950 | The Site contained a roadway, several individual lots with private dwellings, and two lots with filling/gasoline stations (at 230 and 250 Hamilton Avenue). | 1950 Sanborn Map |
| 1964 | The Site contained similar features as in 1950. | 1964 Aerial Photo |
| 1971 | The property was conveyed from the White Plains Urban Renewal Agency to W.P. Mall Corp. | June 10, 1971 Deed |
| 1971 | The Site appeared to be under construction and no longer contained the features noted in 1950 and 1964. | 1971 Aerial Photo |
| 1972 | The current mall building was constructed at the Site. | 1974 Aerial Photo 1987 Sanborn Map (with 1972 construction date noted) |
| 2000 | The property was conveyed from W.P. Mall Corp. to W.P. Mall, LLC. | February 14, 2000 Deed |
| 2003 | The property was conveyed from W.P. Mall, LLC to W.P. Mall Realty, LLC. | September 17, 2003 Deed |

ATTACHMENT A
HISTORIC SANBORN MAPS 1950, 1987



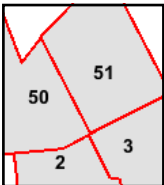
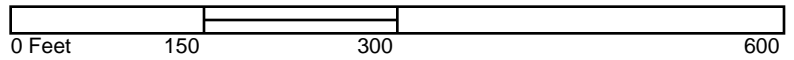
The certified Sanborn Library search results in this report can be authenticated by visiting www.edr.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 3389-42B7-868B

Site Name: 200 Hamilton
 Address: 200 Hamilton Avenue
 City, ST, ZIP: White Plains, NY 10601
 Client: AKRF, Inc.
 EDR Inquiry: 4853941.3
 Order Date: 02/14/2017
 Certification #: 3389-42B7-868B
 Copyright: 1950

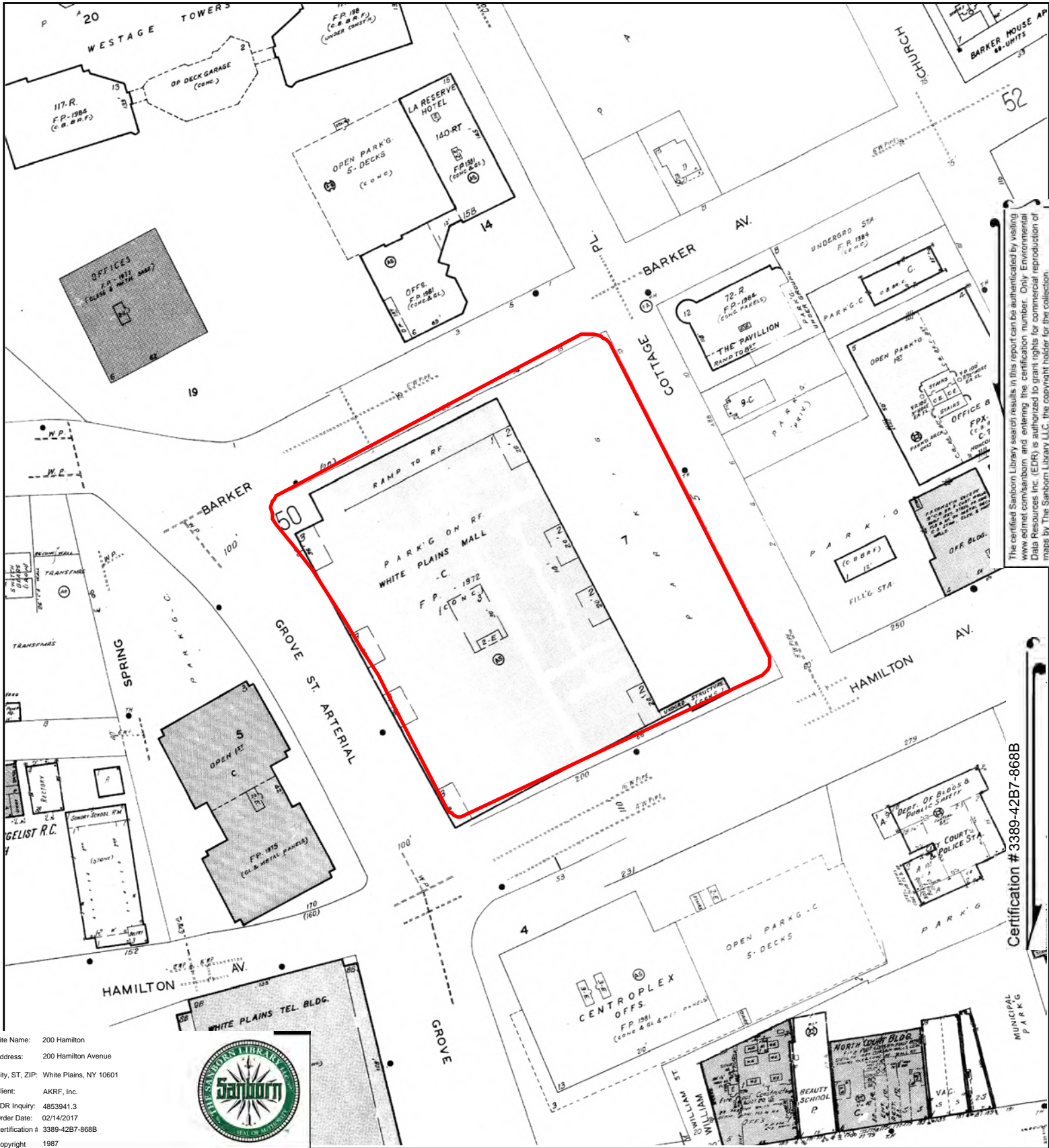


This Certified Sanborn Map combines the following sheets.
 Outlined areas indicate map sheets within the collection.



- Volume 1, Sheet 51
- Volume 1, Sheet 50
- Volume 1, Sheet 3
- Volume 1, Sheet 2





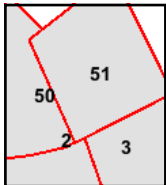
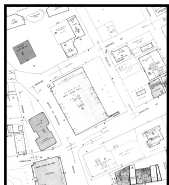
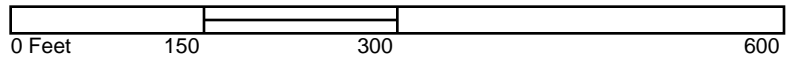
The certified Sanborn Library search results in this report can be authorized by visiting www.edr.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by The Sanborn Library LLC, the copyright holder for the collection.

Certification # 3389-42B7-868B

Site Name: 200 Hamilton
 Address: 200 Hamilton Avenue
 City, ST, ZIP: White Plains, NY 10601
 Client: AKRF, Inc.
 EDR Inquiry: 4853941.3
 Order Date: 02/14/2017
 Certification # 3389-42B7-868B
 Copyright 1987



This Certified Sanborn Map combines the following sheets.
 Outlined areas indicate map sheets within the collection.



- Volume 1, Sheet 51
- Volume 1, Sheet 50
- Volume 1, Sheet 3
- Volume 1, Sheet 2



ATTACHMENT B
HISTORIC AERIAL PHOTOS 1964, 1971, 1974



INQUIRY #: 4853941.9

YEAR: 1964

— = 500'





INQUIRY #: 4853941.9

YEAR: 1971

— = 500'





INQUIRY #: 4853941.9

YEAR: 1974

— = 500'



**ATTACHMENT C
DEED RECORDS**



451020703DEDB

| | | |
|------------------------------------|--------------------------------------|-------------------------------|
| Control Number 451020703 | WIID Number 2005102-000343 | Instrument Type DED |
|------------------------------------|--------------------------------------|-------------------------------|



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

*** DO NOT REMOVE ***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 4

TOTAL PAGES 4

RECORDING FEES

| | |
|------------------------|-----------------|
| STATUTORY CHARGE | \$6.00 |
| RECORDING CHARGE | \$12.00 |
| RECORD MGT. FUND | \$19.00 |
| RP 5217 | \$165.00 |
| TP-584 | \$5.00 |
| CROSS REFERENCE | \$0.00 |
| MISCELLANEOUS | \$0.00 |
| TOTAL FEES PAID | \$207.00 |

MORTGAGE TAXES

| | |
|-------------------|---------------|
| MORTGAGE DATE | |
| MORTGAGE AMOUNT | \$0.00 |
| EXEMPT | |
| COUNTY TAX | \$0.00 |
| YONKERS | \$0.00 |
| BASIC | \$0.00 |
| ADDITIONAL | \$0.00 |
| SUBTOTAL | \$0.00 |
| MTA | \$0.00 |
| SPECIAL | \$0.00 |
| TOTAL PAID | \$0.00 |

TRANSFER TAXES

| | |
|----------------|-----------------|
| CONSIDERATION | \$14,000,000.00 |
| TAX PAID | \$56,000.00 |
| TRANSFER TAX # | 17819 |

RECORDING DATE 04/15/2005
 TIME 14:26:00

SERIAL NUMBER
DWELLING

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:

CITY OF WHITE PLAINS

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Record & Return to:
SUTTON LAND SERVICES LLC
50 VANTAGE POINT DR
SUITE 3
ROCHESTER, NY 14624

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made ^{as of} the 17th day of September, 2003,

BETWEEN W.P. MALL, LLC, a New York limited liability company with offices at c/o M & D Furtsch, LLC, 1961 Route 6, Unit R3, Carmel, New York 10512, party of the first part, and

W.P. MALL REALTY, LLC, a New York limited liability company with offices at 40 Robert Pitt Drive, Monsey, New York 10952, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Fourteen Million and 00/100 (\$14,000,000.00) 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 City of White Plains, County of Westchester, and State of New York, all as more particularly set forth on Schedule A, annexed hereto and made a part hereof.

DESCRIBING premises conveyed to party of the first part by deed dated February 14, 2000 from W.P. Mall Corp., a New York corporation, and recorded as Instrument No. 401091002.

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, 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:

Anita L. Prote

W.P. MALL, LLC, by:

M & D Furtsch, LLC, manager by:

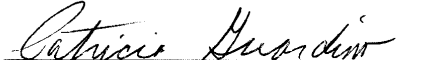
Stephanie B. Furtsch

Stephanie B. Furtsch,
Member and Manager

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Westchester, ss:

On the 28TH day of ~~September~~ ^{JANUARY} in the year ~~2007~~ ²⁰⁰⁵, before me, the undersigned, personally appeared **Stephanie B. Furtsch**, 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

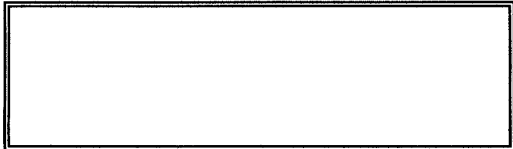
PATRICIA GUARDINO
Notary Public, State of New York
No. 01GU6016637
Qualified in Westchester County
Commission Expires November 23, 2011

SL #: 21652
District: _____ Block: 5
Section: 125.67 Lot: 1

**Bargain and Sale deed
Without covenants**

Title No. SL 21652

W.P. Mall, LLC
TO
W.P. Mall Realty, LLC



ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

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.

SECTION 125.67
BLOCK 5
LOT 1
CITY OF WHITE PLAINS
COUNTY OF WESTCHESTER

RETURN BY MAIL TO:

Record & Return:
Sutton Land Services, LLC
50 Vantage Point Drive, Suite 3
Rochester, NY 14624

Title No.: SL 21652 / 331-W-00385

SCHEDULE A

ALL THAT CERTAIN PLOT, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Northern Arterial at the Northerly end of a curve having a radius of 20 feet, a central angle of 88 degrees 53' 19" and a length of 31.028 feet which curve connects the Northerly side of Hamilton Avenue with the Easterly side of Northern Arterial as shown on a certain map entitled, "Map Showing Lands to Be Acquired By The City of White Plains for the Laying Out and Widening Of The Northern Arterial----" which map is filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 16810;

RUNNING THENCE from said point of beginning in a Southeasterly direction along the arc of a curve to the left having a radius of 20 feet, a central angle of 88 degrees 53 minutes 19 seconds a distance of 31.028 feet to a point on the Northerly side of Hamilton Avenue;

THENCE Easterly along the Northerly side of Hamilton Avenue and along the arc of a curve to the left having a radius of 4627.386 feet, a central angle of 4 degrees 29 minutes 13 seconds a distance of 362.381 feet to a point at the Westerly end of a curve connecting the Northerly side of Hamilton Avenue with the Westerly line of Cottage Place as shown on said Map No. 16810;

THENCE Northwesterly along the said curve to the left which has a radius of 10 feet, a central angle of 89 degrees 38 minutes 28 seconds for a distance of 15.645 feet to a point on the Westerly side of Cottage Place;

THENCE along the Westerly side of Cottage Place North 27 degrees 01 minutes 19 seconds West 384.52 feet to a point at the Southerly end of a curve connecting the westerly side of Cottage Place with the Southerly side of Barker Avenue as shown on said Map No. 16810;

THENCE Northwesterly along said curve to the left which has a radius of 25 feet, a central angle of 91 degrees 10 minutes 00 seconds for a distance of 39.78 feet to a point on the Southerly side of Barker Avenue;

THENCE along the Southerly side of Barker Avenue, South 61 degrees 48 minutes 41 seconds West 372.107 feet to the Easterly end of a curve connecting the Southerly side of Barker Avenue with the Easterly side of Northern Arterial as shown on said Map No. 16810;

THENCE Southerly along said curve to the left which has a radius of 20 feet, a central angle, of 100 degrees 16 minutes 52.9 seconds for a distance of 35 feet to a point on the Easterly side of Northern Arterial;

THENCE Southerly along said Easterly side of Northern Arterial and along the arc of a curve to the right which has a radius of 1414 feet, a central angle of 14 degrees 27 minutes 52.8 seconds for a distance of 356.97 feet to the Northerly end of a curve connecting the Easterly side of Northern Arterial with the Northerly side of Hamilton Avenue, at 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 the street in front of and adjoining said premises.

Sutton Land Services, LLC



401091002DED6

| | | |
|------------------------------------|--------------------------------------|-------------------------------|
| Control Number 401091002 | WIID Number 2000109-000307 | Instrument Type DED |
|------------------------------------|--------------------------------------|-------------------------------|



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

*** DO NOT REMOVE ***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 5

TOTAL PAGES 5

RECORDING FEES

| | |
|------------------------|----------------|
| STATUTORY CHARGE | \$5.25 |
| RECORDING CHARGE | \$15.00 |
| RECORD MGT. FUND | \$4.75 |
| RP 5217 | \$25.00 |
| TP-584 | \$5.00 |
| CROSS REFERENCE | \$0.00 |
| MISCELLANEOUS | \$0.00 |
| TOTAL FEES PAID | \$55.00 |

MORTGAGE TAXES

| | |
|-------------------|---------------|
| MORTGAGE DATE | |
| MORTGAGE AMOUNT | \$0.00 |
| EXEMPT | |
| YONKERS | \$0.00 |
| BASIC | \$0.00 |
| ADDITIONAL | \$0.00 |
| SUBTOTAL | \$0.00 |
| MTA | \$0.00 |
| SPECIAL | \$0.00 |
| TOTAL PAID | \$0.00 |

TRANSFER TAXES

| | |
|----------------|--------|
| CONSIDERATION | \$0.00 |
| TAX PAID | \$0.00 |
| TRANSFER TAX # | 15484 |

SERIAL NUMBER
DWELLING

| | |
|----------------|------------|
| RECORDING DATE | 05/11/2000 |
| TIME | 20:29:00 |

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
CITY OF WHITE PLAINS

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

| |
|-----------------------------|
| Record & Return to: |
| LEVINE & MONTANA |
| 1019 PARK ST |
| PO BOX 668 |
| PEEKSKILL, NY 10566 |

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 14th day of February, two thousand,
BETWEEN W.P. MALL CORP., 20 Barker Avenue, White Plains, New York 10601

party of the first part, and **W.P. MALL, LLC**, 20 Barker Avenue, White Plains, New York 10601

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 City of White Plains, County of Westchester and State of New York, more particularly described in SCHEDULE A annexed hereto and made a part hereof.

DESCRIBING premises conveyed to the party of the first part by Deed from White Plains Urban Renewal Agency, dated June 10, 1971 and recorded in the Westchester County Clerk's Office on June 11, 1971 in Liber 6992 page 716.

SUBJECT to mortgages of record.

SUBJECT to tenants of record and tenants in possession.

TAX MAP DESIGNATION

Dist.

Sec. 125.67

Blk. 5

Lot(s): 1

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, 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:

W.P. MALL CORP.

By:

Andrew R. Benerofe

Andrew R. Benerofe, President

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF WESTCHESTER) SS:

On the 14th day of February, in the year 2000, before me, the undersigned, a notary public in and for said State, personally appeared ANDREW R. BENEROFFE, 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.

LEWIS C. MONTANA
NOTARY PUBLIC, State of New York
No. 60-4643227
Qualified in Westchester County
Commission Expires 12-31-2007

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

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.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Notary Public

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19, before me personally came

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 resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

All New York Title Agency, Inc.

Title No. ACC-01788

W.P. MALL CORP.

TO

W.P. MALL, LLC

SECTION 125.67
BLOCK 5
LOT 1

City of White Plains, Westchester County, NY

STREET ADDRESS 200 Hamilton Avenue
TAX BILLING ADDRESS

20 Barker Avenue
White Plains, New York 10601

RETURN BY MAIL TO:

LEVINE & MONTANA
1019 Park Street
P.O. Box 668
Peekskill, New York 10566

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



TITLE GUARANTEE-NEW YORK

ATICOR COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Page 1 of 2 Pages

Annexed to and made part of Deed dated February 14, 2000 from
W.P. MALL CORP. to W.P. MALL, LLC.

ALL NEW YORK TITLE AGENCY, INC.

Title No. ANY96-3280

SCHEDULE A

All that certain plot, piece or parcel of land situate, lying and being in the City of White Plains, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Northern Arterial at the Northerly end of a curve having a radius of 20 feet, a central angle of 88 degrees 53' 19" and a length of 31.028 feet which curve connects the Northerly side of Hamilton Avenue with the Easterly side of Northern Arterial as shown on a certain map entitled, "Map Showing Lands to Be Acquired By The City of White Plains for the Laying Out and Widening Of The Northern Arterial----" which map is filed in the Westchester County Clerk's Office, Division of Land R cords, as Map No. 16810;

RUNNING THENCE from said point of beginning in a Southeasterly direction along the arc of a curve to the left having a radius of 20 feet, a central angle of 88 degrees 53' 19" a distance of 31.028 feet to a point on the Northerly side of Hamilton Avenue;

THENCE Easterly along the Northerly side of Hamilton Avenue and along the arc of a curve to the left having a radius of 4627.386 feet, a central angle of 4 degrees 29' 13" a distance of 362.381 feet to a point at the Westerly end of a curve connecting the Northerly side of Hamilton Avenue with the Westerly line of Cottage Place as shown on said Map No. 16810;

THENCE Northwesterly along the said curve to the left which has a radius of 10 feet, a central angle of 89 degrees 38' 28" for a distance of 15.645 feet to a point on the Westerly side of Cottage Place;

THENCE along the Westerly side of Cottage Place North 27 degrees 01' 19" West 384.52 feet to a point at the Southerly end of a curve connecting the westerly side of Cottage Place with the Southerly side of Barker Avenue as shown on said Map No. 16810;

THENCE Northwesterly along said curve to the left which has a radius of 25 feet, a central angle of 91 degrees 10' 00" for a distance of 39.78 feet to a point on the Southerly side of Barker Avenue;

THENCE along the Southerly side of Barker Avenue, South 61 degrees 48' 41" West 372.107 feet to the Easterly end of a curve connecting the Southerly side of Barker Avenue with the Easterly side of Northern Arterial as shown on said Map No. 16810;

THENCE Southerly along said curve to the left which has a radius of 20 feet, a central angle of 100 degrees 16' 52.9" for a distance of 35 feet to a point on the Easterly side of Northern Arterial;

Page 2 of 2 Pages

Annexed to and made part of Deed dated February 14, 2000 from
W.P. MALL CORP. to W.P. MALL, LLC.

ALL NEW YORK TITLE AGENCY, INC.

Title No. ANY96-3280

SCHEDULE A (continued)

THENCE Southerly along said Easterly side of Northern Arterial and along the arc of a curve to the right which has a radius of 1414 feet, a central angle of 14 degrees 27' 52.8" for a distance of 356.97 feet to the Northerly end of a curve connecting the Easterly side of Northern Arterial with the Northerly side of Hamilton Avenue, at the point or place of BEGINNING;

**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.



005771162

LIBER 6992 PAGE 716

C.T.
\$449.50

07178
TAX STAMPS
ATTACHED \$ 449.50 JUN 11 1971

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, an Urban Renewal Plan for the Central Renewal Project, Project No. NY R-37, (hereinafter referred to as the "Project") has been adopted by the Common Council of the City of White Plains on July 6, 1964, and approved by the White Plains Urban Renewal Agency on July 14, 1964, (which Plan, consisting of 43 pages together with exhibits, as amended and as hereafter amended from time to time is hereinafter called the "Urban Renewal Plan" and is filed in the Office of the Clerk of the City of White Plains); and a Declaration of Restrictions, with amendments thereto, which is based on and conforms to said Urban Renewal Plan as it exists on the data hereof, is recorded in the Office of the County Clerk, Division of Land Records, County of Westchester (hereinafter referred to as the "Recorder"); and

WHEREAS, the White Plains Urban Renewal Agency, a public benefit corporation, with offices at 120 Main Street, White Plains, New York, is owner and holder of record of fee simple title to certain real property located in the Project area; and

WHEREAS, pursuant to the Urban Renewal Plan and Article 15 and 15A of the General Municipal Law of the State of New York, as amended, the White Plains Urban Renewal Agency is authorized to sell individual portions of land in the Project Area;

NOW, THEREFORE, THIS DEED, made this 10th day of June, in the year 1971, by and between the White Plains Urban Renewal Agency (hereinafter referred to as the "Grantor"), acting herein pursuant to the above mentioned General Municipal Law, and W.P. Mall Corp. (hereinafter referred to as the "Grantee"), a New York corporation having an office for the transaction of business at 354 North Main Street, Port Chester, New York;

WITNESSETH, that for and in consideration of the sum of Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00), receipt whereof is hereby acknowledged, the Grantor does, by this Deed, grant and release to the Grantee, its successors, and assigns, all those certain plots, pieces or parcels of land situate in the City of White Plains, County of

WESTCHESTER COUNTY
044285
REAL ESTATE TRANSFER TAX
Dept. of Taxation & Finance
STATE OF NEW YORK
449.50
PB 10957

Westchester, State of New York, and as shown on a certain survey entitled "Disposition Parcel No. 14, W.P. Mall Corp." drawn by James W. Delano, dated March 19, 1971, which map was filed in the Office of the Clerk of the County of Westchester on *June 29, 1971*, as Map No. *17464* being more particularly bounded and described as follows:

DISPOSITION PARCEL NO. 14

ALL that certain plot, piece or parcel of land situate, lying and being in the City of White Plains, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Northern Arterial at the northerly end of a curve having a radius of 20 feet, a central angle of $88^{\circ} 53' 19''$ and a length of 31.028 feet which curve connects the northerly side of Hamilton Avenue with the easterly side of Northern Arterial as shown on a certain map entitled "Map Showing Lands To Be Acquired By The City of White Plains For the Laying Out and Widening Of The Northern Arterial-----" which map is filed in the Westchester County Clerk's Office, Division of Land Records, as Map No. 16810;

running thence from said point of beginning in a southeasterly direction along the arc of a curve to the left having a radius of 20 feet, a central angle of $88^{\circ} 53' 19''$ a distance of 31.028 feet to a point on the northerly side of Hamilton Avenue;

thence easterly along the northerly side of Hamilton Avenue and along the arc of a curve to the left having a radius of 4627.386 feet, a central angle of $4^{\circ} 29' 13''$ a distance of 362.381 feet to a point at the westerly end of a curve connecting the northerly side of Hamilton Avenue with the westerly line of Cottage Place as shown on said Map No. 16810;

thence northwesterly along the said curve to the left which has a radius of 10 feet, a central angle of $89^{\circ} 38' 28''$ for a distance of 15.645 feet to a point on the westerly side of Cottage Place;

thence along the westerly side of Cottage Place North $27^{\circ} 01' 19''$ West 384.52 feet to a point at the southerly end of a curve connecting the westerly side of Cottage Place with the southerly side of Barker Avenue as shown on said Map No. 16810;

thence northwesterly along said curve to the left which has a radius of 25 feet, a central angle of $91^{\circ} 10' 00''$ for a distance of 39.78 feet to a point on the southerly side of Barker Avenue;

thence along the southerly side of Barker Avenue, South $61^{\circ} 48' 41''$ West 372.107 feet to the easterly end of a curve connecting the southerly side of Barker Avenue with the easterly side of Northern Arterial as shown on said Map No. 16810;

thence southerly along said curve to the left which has a radius of 20 feet, a central angle of $100^{\circ} 16' 52.9''$ for a distance of 35 feet to a point on the easterly side of Northern Arterial;

thence southerly along said easterly side of Northern Arterial and along the arc of a curve to the right which has a radius of 1414 feet, a central angle of $14^{\circ} 27' 52.8''$ for a distance of 356.97 feet to the northerly end of a curve connecting the easterly side of Northern Arterial with the northerly side of Hamilton Avenue, at the point or place of beginning;

said premises being also known as Ward 4, Block 7, Lots p/o 1, p/o 1A, 2A, 2B, 2C, 2D, 2E, 3, 3A, p/o 4, 4A, p/o 5, p/o 6, p/o 7, p/o 8, p/o 9, and p/o 10; Block 5, Lots p/o 9A, 10, 11, p/o 12, p/o 13, and p/o 14, and a portion of former William Street between Barker Avenue and Hamilton Avenue on the Tax Map of the City of White Plains;

said parcel containing an area of 163,255 square feet, more or less.

This Deed is made and executed upon and is subject to the terms of the Contract of Sale dated the 14th day of November, 1968, between the White Plains Urban Renewal Agency and Hamilton Shopping Center, Inc., which Contract of Sale was assigned by Hamilton Shopping Center, Inc. to the Grantee herein by assignment dated this day, and which Contract was amended by an agreement between the parties hereto, dated April 1971, (hereinafter collectively referred to as the "Contract of Sale") which Contract of Sale shall be recorded simultaneously herewith in the Office of the County Clerk, Division of Land Records, County of Westchester, in White Plains, New York. This Deed is further subject to certain express conditions and covenants, which shall be taken and construed as running with the land, said conditions and covenants being a part of the consideration for the property hereby conveyed, and the Grantee hereby binds itself, and its successors, assigns, grantees, and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or modifications thereof.

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and the Grantee shall not engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the property hereby conveyed, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the said property, except for the purposes

only of obtaining (a) funds only to the extent necessary for construction of the Improvements (as defined in Section 301 of the Contract of Sale) and (b) additional funds, if any, in an amount not to exceed the consideration herein specified, or except with the approval of the Agency.

THIRD: The Grantee shall commence promptly the construction of the aforesaid Improvements on the property hereby conveyed in accordance with the Construction Plans (as defined in Section 301 of the Contract of Sale) and shall prosecute diligently the construction of said Improvements to completion, and Grantee shall not default or violate its obligations under the Contract of Sale with respect to the construction of the Improvements, or abandon or substantially suspend construction work on said Improvements; Provided that, in any event, construction shall commence within thirty (30) days from the date of this Deed and except as otherwise provided in the Contract of Sale, shall be completed within one (1) year from the commencement of such construction.

FOURTH: Until the Grantor certifies that all the aforesaid Improvements required to be constructed by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a mortgagee or trustee under a mortgage or deed of trust permitted by this Deed.

FIFTH: The Grantee shall not discriminate upon the basis of race, color, creed, sex, religion, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any Improvements erected or to be erected thereon or any part thereof, nor effect or execute any agreement, lease, conveyance or other instrument whereby said land or any part thereof is restricted upon the basis of race, color, creed, sex, religion, or national origin in the sale, lease or occupancy thereof. The Grantee shall comply with all Federal, State, and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, sex, religion, or national origin, in the sale, lease or occupancy of the property.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on July 6, 1999, or on such date thereafter to which the Urban Renewal Plan may have been extended by proper amendment thereof. The covenants or agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided. The termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

In the case of the breach or violation of any one of the covenants numbered SECOND, THIRD, and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within (a) thirty (30) days after written demand by the Grantor so to do with respect to covenant numbered SECOND; (b) thirty (30) days after written demand by the Grantor so to do with respect to a default or violation in or abandonment or suspension of construction work as referred to in the covenant numbered THIRD; (c) ninety (90) days after written demand by the Grantor so to do with respect to the time of completion of the Improvements as set forth in the covenant numbered THIRD; (d) sixty (60) days after written demand by the Grantor so to do with respect to covenant numbered FOURTH; or (e) any extension of the foregoing time periods that may be granted by the Grantor in its sole discretion, then the Grantor may at its option declare a termination in favor of Grantor, and thereupon all estate, conveyed under this Deed, shall cease and determine, and title to the same shall revert to and become revested in the Grantor, or in its successors or assigns, and such title shall be revested fully and completely therein, and the said Grantor, successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property; Provided, that any such revesting of title to the Grantor:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or Deed of Trust permitted by this Deed; and
 - (ii) any rights or interests provided in the Contract of Sale for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and

- (2) In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements or such other Improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan, as set forth in the said Declaration of Restrictions, if said Improvements have not yet been completed. Upon such resale of the Property, the proceeds thereof shall be applied:

First: to reimburse the Grantor, on its own behalf or on behalf of the City of White Plains for all costs and expenses incurred by the Grantor including, but not limited to salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the

property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or assigns; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and successors or assigns; and

Second: to reimburse the Grantee, its successors or assigns up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered FIFTH shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned Improvements in accordance with the provisions of the Construction Plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Deed obligating the Grantee and its successors and assigns, with respect to the construction of the Improvements and the dates for beginning and completion thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the Property office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Deed on its part have been complied with and that all things necessary to constitute this Deed as Grantor's valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Deed.

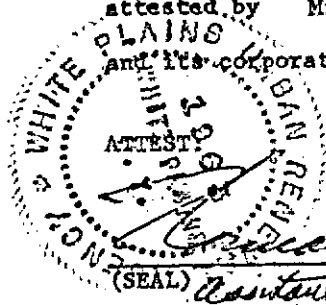
The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that it will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of preparing the property hereby conveyed for disposition to the Redeveloper

and will apply the same first to the payment of the cost of said preparation before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the said White Plains Urban Renewal Agency has caused these presents to be signed in its corporate name on the 10th day of June, 1971, by Richard S. Hendey, its Chairman, attested by Norman Sheer its Asst. Secretary, and its corporate seal to be hereunto affixed.

IN WITNESS WHEREOF, the said W.P. Mall Corp. has caused these presents to be signed in its corporate name on the 10th day of June, 1971, by Donald Furtsch, its President

attested by Mitchell I. Benerofe, its Secretary and its corporate seal to be hereunto affixed.



WHITE PLAINS URBAN RENEWAL AGENCY

By Richard S. Hendey
Chairman

ATTEST: Norman Sheer
(SEAL) Assistant Secretary

W.P. MALL CORP.

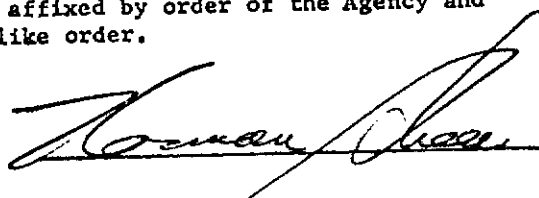
ATTEST: Mitchell I. Benerofe
Secretary
Mitchell I. Benerofe
(SEAL) Assistant Secretary

By Donald Furtsch
President



STATE OF NEW YORK)
 : SS.:
COUNTY OF WESTCHESTER)

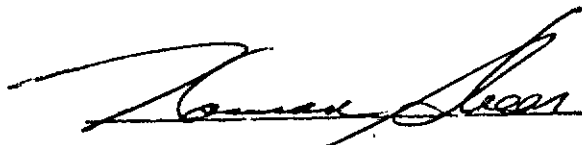
On this 10th day of June , before me personally came RICHARD S. HENDEY, to me known, who being by me duly sworn, did depose and say that he resides at 21 Idlewood Road, White Plains, New York; that he is Chairman of the WHITE PLAINS URBAN RENEWAL AGENCY, the Agency described in and which executed the above instrument; that he knows the seal of said Agency; that the seal affixed to said instrument is the seal of such Agency; that it was so affixed by order of the Agency and that he signed his name thereto by like order.



NORMAN SHEER
NOTARY PUBLIC, State of New York
No. 60-8256375
Qualified in Westchester County
Commission Expires March 30, 1977

STATE OF NEW YORK)
 : SS.:
COUNTY OF WESTCHESTER)

On this 10th day of June before me personally came Donald Furtsch , to me known, who being by me duly sworn, did depose and say that he resides at 131 Duxbury Road, Purchase, New York ; that he is President of W.P. MALL CORP., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the seal of such corporation; that it was so affixed by order of the corporation and that he signed his name thereto by like order.



NORMAN SHEER
NOTARY PUBLIC, State of New York
No. 60-8256375
Qualified in Westchester County
Commission Expires March 30, 1977

2
5

Title No. 69-14-00100

WHITE PLAINS URBAN RENEWAL AGENCY

AND

W. P. MALL CORP.

DEED

Premises are known as Ward 4, Block 5, Lots 1A, 2, 5, 6, 7, 8, 12, 12A, 12B, 9, 9A, 9B, 9C, 10, 11, 13, 14, 15, 16, 17 and 18, and Ward 4, Block 7, Lots 1, 1A, 2A, 2B, 2C, 2D, 2E, 3, 3A, 4, 4A, 5, 6, 7, 8, 9 and 10 on the Tax Map of the City of White Plains.

DELINCO TITLE
INSURANCE COMPANY
HOME OFFICE DIVISION

Company BN
Att: John P. Severata

1750 B 11 1971 00222 6-11-71

RECEIVED
WESTCHESTER COUNTY CLERK

JUN 11 1971 PM 1:56

| | |
|----------|--------------|
| County | Westchester |
| Town | White Plains |
| Block | 7 |
| Lot | 18 |
| Index | 29272 |
| Returned | |

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS County of Westchester, N. Y. A true copy of the original DEED

recorded JUNE 11, 1971 at 1:56 PM

EDWARD N. VETRANO, County Clerk.