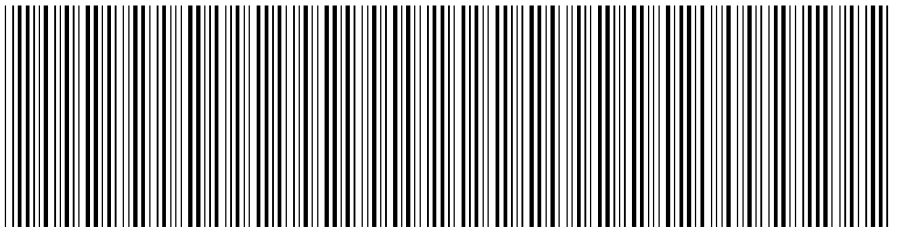


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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.



2018020101474001004E2771

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 62

Document ID: 2018020101474001

Document Date: 01-30-2018

Preparation Date: 02-14-2018

Document Type: DEVELOPMENT RIGHTS

Document Page Count: 61

PRESENTER:

CLASS ABSTRACT SERVICES, INC. (B.C. PICK UP)
AS AGENT FOR STEWART TITLE
72 JERICHO TURNPIKE CLC 23156NY
MINEOLA, NY 11501
516-294-4141
CATHYA@CLASSABSTRACTSERVICES.COM

RETURN TO:

LAW OFFICES OF LAWRENCE E. FABIAN
437 FIFTH AVENUE, SUITE 801
NEW YORK, NY 10016

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1820	2	Entire Lot	1801 SEVENTH AVENUE

Property Type: OTHER

Borough	Block	Lot	Unit	Address
MANHATTAN	1820	6	Entire Lot	145 CENTRAL PARK NORTH

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY ONE:

1801-05 7TH AVE. HDFC
1801 SEVENTH AVENUE
NEW YORK , NY 10026

PARTY TWO:

145 CPN LLC
1801 SEVENTH AVENUE
NEW YORK , NY 10026

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:	\$	345.00
----------------	----	--------

Affidavit Fee:	\$	0.00
----------------	----	------

Filing Fee:

\$	100.00
----	--------

NYC Real Property Transfer Tax:

\$	25,943.09
----	-----------

NYS Real Estate Transfer Tax:

\$	3,954.00
----	----------

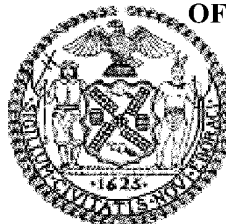
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 02-20-2018 14:15

City Register File No.(CRFN):

2018000058824



Annette M. Hill

City Register Official Signature

CLC-23136 NY

ZONING LOT AND DEVELOPMENT AGREEMENT

AGREEMENT made as of this 30 day of January, 2018 (this "Agreement"), between 1801-05 7th AVE. #D/C, having an address at 1801-5 Adam Clayton Powell Jr. Boulevard, New York, New York 10026 ("Seller") and 145 CPN LLC, having an address at c/o GRID Group LLC, 37 West 20th Street, New York, New York 10011 ("Developer").

RECITALS:

A. Seller is the owner of certain land known by the street address 1801-5 Adam Clayton Powell Jr. Boulevard, New York, New York, also known as Tax Lot 2 in Block 1820 on the Tax Map of the City of New York, County of New York, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the improvements thereon (said land being herein referred to as "Seller's Land," and said improvements, together with any future replacements thereof being herein referred to as "Seller's Building," and Seller's Land and Seller's Building being herein referred to as "Seller's Property").

B. Developer is the owner of certain lands adjacent to Seller's Land, known by the street address 145 Central Park North, New York, New York, also known as Tax Lot 6 in Block 1820 on the Tax Map of the City of New York, County of Kings, more particularly described in Exhibit B annexed hereto and made a part hereof, together with the improvements thereon (said land being herein referred to as "Developer's Land", together with any future replacements thereof or additions thereto whether made by Developer or Developer's successors or assigns, and including without limitation Developer's Proposed Building [as hereinafter defined], being herein referred to collectively as "Developer's Building").

Sec:

C. Developer intends to construct a new building or buildings and improvements upon all or a portion of Developer's Land (said new or buildings and improvements, together with any further replacements thereof or additions thereto whether made by Developer or Developer's successors or assigns, being herein referred to collectively as "Developer's Proposed Building" and Developer's Land and Developer's Building being herein referred to collectively as "Developer's Property").

Blk:

1820

Lot:

2 & 6

D. Developer's Proposed Building will contain more Floor Area Development Rights (as hereinafter defined) than may be developed on Developer's Land so long as Developer's Land remains a single and separate zoning lot (as hereinafter defined); there are Floor Area Development Rights appurtenant to Seller's Land which are not used in Seller's Building as of the date hereof and are therefore available for transfer to the Developer's Land and use in Developer's Proposed Building; and, pursuant to the procedures established in Section 12-10 the Zoning Resolution (as hereinafter defined), Seller's unused Floor Area Development Rights may be transferred to Developer for use in Developer's Proposed Building through the merger of Seller's Land and Developer's Land in a single zoning lot (such single zoning lot being herein referred to as the "Combined Zoning Lot").

E. By execution as of the date hereof and contemporaneously herewith of a Declaration of Zoning Lot Restrictions substantially in the form annexed hereto as **Exhibit C** (the "**Declaration**"), Developer and Seller have utilized the procedure available pursuant to Section 12-10 of the Zoning Resolution to combine the Developer's Land and the Seller's Land so as to create a new, Combined Zoning Lot for the purpose of making available the Seller Excess Floor Area Development Rights (as hereinafter defined) for incorporation into and use in Developer's Proposed Building;

F. Developer has caused all parties in interest (as hereinafter defined) to the Developer's Land and Seller has caused all parties in interest to Seller's Land, all as will be shown on the Parties-in-Interest Certification of Stewart Title Insurance Company, to join in the Declaration or to waive their respective rights to execute the Declaration; and

G. The parties hereto wish to set forth certain agreements with respect to their rights and obligations in and to the Combined Zoning Lot and other matters, and wish to provide to the maximum extent possible for each to exercise its rights in the future without having to seek any consent, approval or other action from the other.

NOW THEREFORE, in consideration of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1 "**Bonus Floor Area Development Rights**" shall mean any bonus Floor Area Development Rights appurtenant to the Combined Zoning Lot which may be available for use in a building constructed thereon for inclusion in a building constructed thereon through the provision by Developer of an amenity or other public benefit on Developer's Land, or off the Combined Zoning Lot in accordance with the provisions of the Zoning Resolution; provided, however, that Bonus Floor Area Development Rights shall not include any Floor Area Development Rights pertaining to Seller's Property which arise or are created after the date of conveyance for any reason, including amendment to or revision of the Zoning Resolution.

Section 1.2 "**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to be closed in the State of New York.

Section 1.3 "**Developer Floor Area Development Rights**" shall mean the Floor Area Development Rights appurtenant to the Developer Land as of the date hereof, together with the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights (both as defined herein) appurtenant to Developer's Land.

Section 1.4 "**dwelling unit**," "**floor area**," "**floor area ratio**," "**lot coverage**," "**zoning lot**," "**parties in interest**," "**use**" and "**bulk**" shall have the meanings set forth in Section 12-10 of the Zoning Resolution.

Section 1.5 "Excess Floor Area Development Rights" shall mean all Floor Area Development Rights (other than Bonus Floor Area Development rights) pertaining to Seller's Land which are in excess of the Retained Floor Area Development Rights as of the date hereof, and accordingly, are available for transfer pursuant to the Zoning Resolution. The parties have agreed that the Excess Floor Area Development Rights to be included in this transaction ~~include~~ *equal* ~~a minimum of 4~~ *3,293.86* Square feet of floor area.

A Section 1.6 "Floor Area Development Rights" shall mean the rights, as determined in accordance with the Zoning Resolution, which are appurtenant to a zoning lot, to develop such zoning lot by erecting thereon a structure or structures with a total floor area determined (i) by multiplying the area of the zoning lot by the maximum allowable floor area ratio for structures in the zoning district or districts in which such zoning lot is located, and (ii) any bulk and density rights permitted under the Zoning Resolution and which may be authorized to be developed by the appropriate agency of the City of New York from time to time.

Section 1.7 "Retained Floor Area Development Rights" shall mean (i) all Floor Area Development Rights pertaining to Seller's Land that are utilized in the building and other improvements thereon, all as of the date hereof, (ii) all Floor Area Development Rights pertaining to Seller's Land which are not transferred to Developer in this transaction and (iii) all Floor Area Development Rights pertaining to Seller's Land which arise or are created after the date of this conveyance and which, if they had arisen or were created on or before the date of this conveyance would be Excess Floor Area Development Rights or Bonus Floor Area Development Rights.

Section 1.8 "Zoning Resolution" shall mean the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended from time to time.

ARTICLE II

GRANT OF EXCESS DEVELOPMENT RIGHTS AND EASEMENT

Section 2.1 Seller hereby grants, transfers and conveys to Developer, its successors and assigns, all of the Excess Floor Area Development Rights, to the extent permitted by applicable law, to have and to hold with the right to use or convey the Excess Floor Area Development Rights. It is understood that no Bonus Floor Area Development Rights appurtenant to Seller's Land are being conveyed. In the event that Developer utilizes any of said Bonus Floor Area Development Rights appurtenant to Developer's Land, Developer shall be solely responsible for all expenses and obligations incurred in connection with generating and incorporating said Bonus Floor Area Development Rights into the Developer's Proposed Building. Accordingly, it is understood and agreed that neither Seller nor any person or entity claiming by, under or through Seller shall have any right, title or interest in or to the Excess Floor Area Development Rights or in or to the Bonus Floor Area Development Rights appurtenant to Developer's Land, and that Seller is retaining for its benefit, and Developer shall no rights in and to, the Retained Floor Area Development Rights.

Section 2.2 Notwithstanding the provisions of Section 2.1 of this Agreement, (a) Seller shall not use any Retained Floor Area Development Rights in excess of the Floor Area Development Rights used in Seller's Building on the date hereof if such use adversely affects the availability to or use by Developer of all or any portion of the Excess Floor Area Development Rights or the Bonus Floor Area Development Rights, and Developer shall not use any Floor Area Development Rights in excess of the amount of Developer Floor Area Development Rights as of the date hereof if such use adversely affects the availability to or use by Seller of all or any portion of the Retained Floor Area Development Rights .

Section 2.3 If Seller demolishes Seller's Building or makes any addition to Seller's Building, any such building on Seller's Land will retain a 10-foot wide open space between such reconstructed building and the boundary line between Seller's Land and Developer's Land.

ARTICLE III

CONSTRUCTION ON THE COMBINED ZONING LOT/COOPERATION OF THE PARTIES

Section 3.1 Developer covenants that prior to the commencement of any construction and other work in connection with Developer's Proposed Building including entry onto Seller's Property, Developer shall procure from insurance of a kind and in the amounts stated in the License Agreement between Developer and Seller of even date herewith (the "License Agreement"). Upon request from Seller, Developer shall deliver certificate(s) of such insurance to Seller, which certificate(s) shall also provide that such policies shall not be canceled or terminated until at least twenty (20) days after notifying Seller of such cancellation or termination. If the liability insurance required to be procured by Developer pursuant to this Section 3.1 is terminated or lapses for any reason, then Seller shall have the right to procure such liability insurance at the cost and expense of Developer.

Section 3.2 In connection with any work on Developer's Property (including, without limitation, the construction of Developer's Proposed Building), Developer shall, at its sole cost and expense, observe strictly and punctually the obligations set forth in subdivisions (a) to (d) inclusive:

(a) Use and cause all persons and entities and their respective employees or subcontractors performing work at or supplying materials to Developer's Property to use such means of demolition, excavation and construction and procedures therefor as are commercially reasonable to protect against any physical damage to Seller's Building or to the utilities serving Seller's Property;

(b) Use and cause all persons and entities and their respective employees or subcontractors performing work at or supplying materials to Developer's Property to use such means of demolition, excavation and construction and procedures therefor as may be required so that the work will not prevent, interfere with, unreasonably disrupt, or obstruct the present use of Seller's Property;

(c) Comply with all applicable codes and laws with respect to (i) protection against physical damage to Seller's Building or to utilities serving Seller's Property; (ii) protection against unreasonable material disruption or interference with the use of or access to Seller's Property; and (iii) the making of repairs to Seller's Property or to utilities serving Seller's Property in the event of any physical damage thereto; and

(d) If notwithstanding the foregoing provisions, Developer damages Seller's Building or the utilities serving Seller's Property in connection with the demolition, excavation, construction or other work on Developer's Property, including, without limitation, the construction of Developer's Proposed Building, Seller may repair or remedy such damage at the sole cost and expense of Developer as provided below. Seller shall promptly give notice to Developer of any such damage so that Developer or its insurance agent or adjuster may inspect any such damage. If Seller incurs any costs and expenses in connection with the repair and restoration of any damage to Seller's Building or the utilities serving Seller's Property caused by Developer, then within thirty (30) days after demand (which demand shall include reasonable documentation evidencing the costs and expenses incurred by Seller), Developer shall pay to Seller or shall cause its insurance carrier to pay to Seller any and all reasonable out-of-pocket costs and expenses incurred by Seller, together with interest thereon from and after the due date at the Interest Rate until paid in full. In no event shall Seller be responsible for the payment of any deductible to any insurance carrier of Developer. As used in this Section 3.2(d), the terms "Seller's Building" and "Seller's Property" shall include, without limitation, all interior as well as structural and exterior portions of Seller's Building, all vaults under the sidewalks adjacent to Seller's Land, and all fixtures, installations and items of personal property that are at anytime located within, or are at any time on or attached to, the exterior of Seller's Building.

Section 3.3 Developer and Seller agree that Developer shall have the rights set forth in the License Agreement during the term of the License Agreement.

Section 3.4 Developer shall indemnify and hold the Seller harmless from and against any and all costs, losses, liabilities and claims (including reasonable attorneys' fees and expenses) for injury or death to persons or damage to property arising out of any work on Developer's Property and the construction of Developer's Proposed Building.

Section 3.5 (a) Seller covenants and agrees that no new buildings, improvements, alterations or additions ("**Alterations**") shall be constructed or allowed to exist on Seller's Property, and no reconstruction, replacement, or rebuilding ("**Rebuilding**"), whether following a casualty or otherwise, shall be undertaken of the Seller's Building if such Alteration or Rebuilding or any portion thereof (i) creates a non-compliance with any requirement of the Zoning Resolution, the Building Code or any other applicable laws in effect at the time of such Alteration or Rebuilding, (ii) utilizes any Floor Area Development Rights in excess of the Retained Floor Area Development Rights, or (iii) encroaches to within ten (10) feet of Developer's Land.

(b) Seller covenants and agrees not to create or permit to exist, a violation of the Zoning Resolution or any building code, fire code, or other law, ordinance or regulation in

effect with respect to Seller's Property which would (a) materially delay, hinder or prevent issuance of a building or other work permit or a Certificate of Occupancy for the Developer's Proposed Building or any other building existing or to be constructed on Developer's Land, (b) prevent the issuance of a building permit or any other permit or approval required by law to alter, repair, maintain, build or rebuild any building on the Combined Zoning Lot, or (c) create a new, or increase any existing, non-conforming use or non-compliance under the Zoning Resolution with respect to the Seller's Property (any one of which shall be a "Violation").

(i) If at any time hereafter there exists any Violation on the Seller's Property, Seller shall commence a cure within thirty (30) days after receiving notice of the same from Developer, and shall proceed diligently and continuously to make all reasonable efforts to cure, remove and discharge of record the same as rapidly as possible.

(ii) In the event that the Seller does not commence such cure and proceed diligently and continuously with such cure as required by this Section 3.5, Developer shall have the right to cure such Violation at the reasonable expense and for the account of Seller (and, if necessary, in the name of Seller) and Seller will execute and deliver such documents as may be required in connection therewith, it being agreed that Developer shall have a license to have access to Seller's Property for the purpose of effecting such cure; provided however Developer covenants and agrees that such access and cure (i) shall only occur after notice to Seller, (ii) except in the event of an emergency as reasonably determined by Developer, shall only occur at reasonable times, and (iii) shall not unreasonably interfere with Seller's use and occupancy of Seller's Building; and provided, further, that during the period of such access and cure, Developer shall procure and maintain liability insurance, naming Seller (and any mortgagee of Seller's Property of which Developer has notice) as an additional insured, in the form and in the amount customarily carried in connection with the access and cure of such Violation. In addition, Developer may, at its option, maintain any action permitted at law or in equity or by statute against Seller with respect to such Violation, including, without limitation, an action for injunctive relief to compel Seller to cure such Violation.

(iii) If Developer is compelled or elects to expend any sum of money or do any acts which require the payment of money by reason of complying with, remedying or curing a Violation on the Seller's Property, Seller shall, upon demand, promptly reimburse Developer all such sums. Such expenses shall be limited to reasonable and customary actual out-of-pocket third-party expenses which are necessary to cure such Violations. Seller reserves the right to contest such Violations and reserves the right to contest any expenditures made by Developer to cure such Violations.

Section 3.6 (a) Developer covenants and agrees that no Alterations shall be constructed or allowed to exist on the Developer's Property, and no Alteration or Rebuilding of

the Developer's Proposed Building, whether following a casualty or otherwise, shall be undertaken if such Alteration or Rebuilding (i) creates a non-compliance with any requirement of the Zoning Resolution, the Building Code or any other applicable laws in effect at the time of such Alteration or Rebuilding that materially affects the Seller's Property or Seller's rights as set forth in this Agreement, or (ii) utilizes any of the Retained Floor Area Development Rights.

(b) Developer covenants and agrees not to create or permit to exist a Violation with respect to the Developer's Property.

(i) If at any time hereafter there exists any Violation on the Developer's property, Developer shall commence a cure within thirty (30) days after receiving notice of the same from Seller and shall proceed diligently and continuously to make all reasonable efforts to cure, remove and discharge of record the same as rapidly as possible.

(ii) In the event that Developer does not commence such cure and proceed diligently and continuously with such cure as required by this Section 3.6, Seller shall have the right to cure such Violation at the reasonable expense and for the account of Developer (and if necessary, in the name of Developer) and Developer will execute and deliver such documents as may be required in connection therewith, it being agreed that Seller shall have a license to have access to the Developer's Property for the purpose of effecting such cure; provided however Seller covenants and agrees that such access and cure (i) shall only occur after notice to Developer, (ii) except in the event of an emergency as reasonably determined by Seller, shall only occur at reasonable times, and (iii) shall not unreasonably interfere with Developer's use and occupancy of the Developer's Proposed Building; and provided, further, that during the period of such access and cure, Seller shall procure and maintain liability insurance, naming Developer (and any mortgagee of the Developer's Property of which Seller has notice) as an additional insured, in the form and in the amount customarily carried in connection with the access and cure of such Violation. In addition, Seller may, at its option, maintain any action permitted at law or in equity or by statute against Developer with respect to such Violation, including, without limitation, an action for injunctive relief to compel Developer to cure such Violation.

(iii) If Seller is compelled or elects to expend any sum of money or do any acts which require the payment of money by reason of complying with, remedying or curing a Violation on the Developer's Property, Developer shall, upon demand, promptly reimburse Seller all such sums. Such expenses shall be limited to reasonable and customary actual out-of-pocket third party expenses which are necessary to cure such Violations. Developer reserves the right to contest such Violations and reserves the right to contest any expenditures made by Seller to cure such Violations.

Section 3.7 Except to comply with the applicable requirements of any Governmental Agencies to note and effectuate the Combined Zoning Lot, Developer and Seller agree that construction plans and specifications for, and applications for certificates of occupancy of, any building on Developer's Land shall be separate and independent from those for any building on Seller's Land and that construction plans and specifications for, and applications for certificates of occupancy of, any building on Seller's Land shall be separate and independent from those for any building on Developer's Land; and that any such plans, specifications and applications shall be so filed with the Department of Buildings of the City of New York, as to obtain separate "new building" and/or "alteration" numbers.

Section 3.8 Seller and Developer agree that for real property tax purposes Seller's Property and Developer's Property shall be, and shall continue to be treated as, separate and independent lots, plots and parcels. Seller and Developer expect that the assessed valuation of, and the taxes imposed against, Seller's Property and Developer's Property shall be determined on a basis which treats Seller's Property and Developer's Property as separate and independent tax lots and which may incorporate within Developer's Property the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights conveyed to Developer under this Agreement. Developer agrees, at its sole cost, to promptly make all applications required, if and to the extent so required, to cause Developer's Property (including, without limitation, Developer's Proposed Building, the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights) and Seller's Property to continue to be treated as separate tax lots or, if they are merged into one tax lot, to obtain an apportionment of the taxes and tax lien between Developer's Property (including the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights) and Seller's Property. Each party agrees hereafter to execute such documents as may reasonably be required in support of the separateness of Seller's Property and Developer's Property as tax lots, or if they should not be classified by applicable government authority as separate tax lots, in support of an apportionment of the taxes and tax lien between Seller's Property and Developer's Property, taking into account the acquisition by Developer of the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights; provided that all costs and expenses in connection with the apportionment of such taxes shall be the responsibility of Developer. Seller and Developer also agree that they will not hereafter do anything to oppose either such separate tax lots or such apportionments of taxes and tax liens.

Section 3.9 Developer and Seller agree, each with the other, that they will cooperate with each other in all reasonable respects to carry out the intent of the foregoing paragraphs and that further they will cooperate with each other in the future use and development of the Combined Zoning Lot so that each of them can utilize its rights under this Agreement. Without limiting the generality of the foregoing, Seller and Developer agree that each shall consent to, authorize or join in any application or applications which either may deem necessary or desirable to any Governmental Agency (each, an "Application") and, upon the request of the other, furnish the party making such request with all additional consents, information, documents and instruments required to effectuate the conveyance and use of the Excess Floor Area Development Rights, the Bonus Floor Area Development Rights and the Easement as provided in this Agreement and to gain approval of each such Application. Unless otherwise specifically

set forth herein, the party making the request shall pay the other party's reasonable costs or expenses in furnishing such applications, consents, information, documents and other instruments.

Section 3.10 Developer and Seller agree that neither shall make any application to any Governmental Agency which would reasonably be anticipated to affect rights of the other party as a participant in the Combined Zoning Lot without prior written notice to such other party.

Section 3.11 Notwithstanding anything herein to the contrary, Developer and Seller acknowledge and agree that this Agreement and the Declaration are intended solely to create the Combined Zoning Lot, to transfer to Developer the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights, to grant to Developer the Easement, to regulate the rights and obligations of the parties hereto and to impose the restrictions upon Seller's Property as set forth in Article 1 hereof, and that, except as herein specifically set forth, each party hereto retains full ownership and control over its own property.

Section 3.12 (a) If, following a validly enacted amendment of the Zoning Resolution reducing the Floor Area Development Rights ascribable to the Combined Zoning Lot (a "**Downzoning**"), only one of the buildings on the Combined Zoning Lot suffers a casualty and cannot lawfully be restored to its former bulk, then any Rebuilding of such building undertaken on the Premises shall be limited to the lesser of (i) the Floor Area Development Rights allocated to the Land on which the building that suffered the casualty was formerly situated or (ii) the amount of Floor Area Development Rights available at such time which would not reduce or otherwise adversely affect the Floor Area Development Rights incorporated into or attributable to any other buildings on the Combined Zoning Lot which did not suffer any casualty.

(b) If, following a Downzoning, more than one of the Buildings on the Combined Zoning Lot suffers a casualty and such Buildings cannot be lawfully restored to their former bulk, then any Rebuilding undertaken on the Combined Zoning Lot shall be limited by such Downzoning such that each parcel of Land shall be entitled to its pro rata share of the Floor Area Development Rights (exclusive of any Bonus Floor Area Development Rights) available after taking into account any buildings remaining on the Combined Zoning Lot following such casualty. The pro rata share of Floor Area Development Rights for each parcel of land shall be determined by multiplying the Floor Area Development Rights (exclusive of Bonus Floor Area Development Rights) then unused on the Combined Zoning Lot by a fraction that has a denominator equal to the Floor Area Development Rights (exclusive of Bonus Floor Area Development Rights) appurtenant to the Combined Zoning Lot as of the date of this Agreement and has a numerator equal to either the Developer Floor Area Development Rights (to determine Developer's pro rata share) or the Floor Area Development Rights utilized in Seller's Building as of the date hereof (to determine Seller's pro rata share). Developer shall have the right to utilize any Bonus Floor Area Development Rights then available for use in addition to its pro rata share.

(c) If a validly enacted amendment of the Zoning Resolution increases the Floor Area Development Rights ascribable to the Combined Zoning Lot or any portion thereof (an "**Upzoning**"), then Seller shall be entitled to any additional Floor Area Development Rights

ascribable to the Seller's Property and Developer shall be entitled to any additional Floor Area Development Rights ascribable to the Developer's Property.

ARTICLE IV **REMEDIES**

Section 4.1 The parties hereto agree that in the event of any breach or threatened breach of this Agreement by any party, the non-defaulting party shall have the right to any remedy available at law or equity, including, without limitation, injunctive relief, provided that neither party shall have the right to terminate this Agreement or the Declaration without the written consent of the other party. In any action or proceeding brought under or pursuant to this Agreement, the losing party shall pay the reasonable legal fees and other expenses of the prevailing party upon receipt of a bill or statement to the other party therefor.

Section 4.2 Notwithstanding anything to the contrary contained herein, Developer shall look only to Seller's interest in Seller's Property (or the proceeds thereof) and Seller shall look only to Developer's interest in Developer's Property (or the proceeds thereof) for the satisfaction of the remedies of Developer or Seller, as the case may be, for the collection of a judgment (or other judicial process) requiring the payment of money by the other party in the event of any default hereunder by such other party, and no other property or assets of either party or its principals, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of the other party's remedies hereunder. Notwithstanding the foregoing provisions of this Section, however, Seller and Developer each reserve the right to the remedies of specific performance and injunction.

ARTICLE V **MISCELLANEOUS**

Section 5.1 Except as stated in this Agreement, the exhibits and schedules annexed hereto, this Agreement contains all the promises, agreements, conditions, inducements and understandings between parties relative to the matters stated herein and therein, and there are no oral promises, agreements, conditions, understandings, inducements, warranties or representations, expressed or implied, between the parties other than as set forth herein and therein. This Agreement may not be modified, amended, changed or terminated orally, but only by an instrument signed by both parties hereto.

Section 5.2 The Article headings are inserted for convenience only and shall not affect the construction of this Agreement.

Section 5.3 All of the grants, interests, covenants, agreements and conditions contained in this Agreement: (i) shall run with the lands and buildings affected; (ii) shall, subject to the provisions of this Agreement, inure to the benefit of and be binding upon each party to this Agreement and such party's successors and assigns as long as they respectively have any interest in Seller's Property or Developer's Property, as the case may be; and (iii) shall, to the extent rights hereunder are assigned to the holder of any mortgage encumbering Developer's Property

or Seller's Property, or any interest therein, be enforceable by such holder or any assignee thereof after default under any such mortgage.

Section 5.4 Notwithstanding anything herein to the contrary, the respective interests of Seller and Developer shall not merge or be deemed to have been merged hereunder or otherwise by reason of the common ownership of Developer's Property and Seller's Property.

Section 5.5 This Agreement shall be recorded in the Conveyances Section of the Office of the City Register for New York County.

Section 5.6 This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to principles of conflicts of law.

Section 5.7 Any failure by a party hereto (collectively and/or individually referred to as the "non-waiving party") to insist upon the strict performance by the other party hereto of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the non-waiving party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by the other party.

Section 5.8 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. The terms "herein," "hereof," or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless a contrary intent is expressly set forth.

Section 5.9 This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 5.10 No breach by any party to this Agreement of this Agreement or any agreement ancillary hereto shall have any effect on the treatment of the Combined Zoning Lot as one zoning lot for purposes of the Zoning Resolution, and the Combined Zoning Lot shall be treated as one zoning lot unless and until such zoning lot is hereafter subdivided in accordance with the provisions of the Zoning Resolution and this Agreement.

Section 5.11 Seller agrees, to execute, acknowledge and deliver such further instruments, and take such other or further actions as may be reasonably required in order for Developer to incorporate the Excess Floor Area Development Rights and the Bonus Floor Area Development Rights appurtenant to Seller's Land into the Developer's Proposed Building.

Section 5.12 The parties executing this Agreement agree that any party who shall acquire any interest whatsoever in the Combined Zoning Lot, whether from a party hereto or its legal representatives, successors or assigns, shall be bound by and subordinate to the provisions of this Agreement, and any future modifications hereto without having executed such future modifications, to the same extent that it would have been had it been a signatory to this Agreement, or any such future modifications thereto.

ARTICLE VI
NOTICES

Section 6.1 All notices and other communications required to be given hereunder shall be in writing, signed by the party giving the same or by its attorneys, and shall be deemed to have been duly given if: (i) personally delivered with proof of delivery thereof, or (ii) delivered to an overnight delivery service with receipt for delivery, or (iii) deposited in the United States mail, postage prepaid, certified with return receipt requested, or (iv) transmitted by facsimile or electronically, provided that such facsimile or electronic transmission is confirmed within one business day thereafter in the manner set forth in either clause (i), (ii) or (iii) of this sentence; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof. Notwithstanding the foregoing, any notice required to be given to Developer in accordance with this Agreement, shall not be deemed to have been given unless such notice has been sent in the manner set forth in clause (iii) above (unless such manner is no longer available). Personal delivery to a party or to any officer, partner, member, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice has been received, shall also constitute receipt. Any notice or other communication shall be addressed to the respective parties as follows:

If to Seller: 1801-5 7th Avenue HDFC
1801-5 Adam Clayton Powell Jr. Boulevard
New York, New York 10026

with a copy to: Finder Novick Kerrigan LLP
276 Park Avenue South
New York, New York 10010
Attention: Thomas P. Kerrigan, Esq.
Email: tkerrigan@fnklaw.com
Fax: (212) 505-2839

If to Developer: 145 CPN LLC
c/o GRID Group LLC
37 West 20th Street, Suite 910
New York, New York 10011

with a copy to:

Law Offices of Lawrence E. Fabian
437 Fifth Avenue
New York, New York 10016
Attention: Lawrence E. Fabian, Esq.
Email: lfabian@lfabianlaw.com
Fax: (212) 644-4217

ARTICLE VII

ESTOPPEL CERTIFICATES

Section 7.1 Upon the reasonable request from Seller, Developer shall, within five (5) days of such request from Seller, furnish to Seller or Seller's designee a written statement, stating the following: (i) that this Agreement is then in full force and effect; (ii) that this Agreement has not been modified or amended by the parties hereto (or if modified or amended, setting forth all such modifications and amendments); (iii) whether or not Developer has served any written notice of default to Seller under this Agreement (and if served, whether or not such default remains uncured); and (iv) that the written statement may be relied upon by said designee.

Section 7.2 Upon the reasonable request from Developer, Seller shall, within five (5) days of such request from Developer, furnish to Developer or Developer's designee a written statement, stating the following: (i) that this Agreement is then in full force and effect; (ii) that this Agreement has not been modified or amended by the parties hereto (or if modified or amended, setting forth all such modifications and amendments); (iii) whether or not Seller has served any written notice of default to Developer under this Agreement (and if served, whether or not such default remains uncured); and (iv) that the written statement may be relied upon by said designee.

Section 7.3 The statements described in this Article VII shall act as a waiver of any claim by the party furnishing such certificate to the extent such claim is based upon facts that are known or should reasonably have been known to such party and that are contrary to those asserted in such statement, but only to the extent such claim is against a bona fide encumbrancer or purchaser for value without knowledge of facts contrary to those contained in such statement and who has acted in reasonable reliance upon such statement. Such statement shall in no event subject the party furnishing it to any liability whatsoever (except for fraud), notwithstanding the negligent or inadvertent failure of such party to disclose correct or relevant information.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Section 7.4 Attached as Exhibits D and E respectively are the consent by HPD and the Waiver of Execution of Declaration of Zoning Lot Restrictions by Oliver Landing Corp. AND Exhibit I AND II

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the day and year first above written.

Seller: 1801-5 7th AVE. HDFC

By: Alice Auth

Name: ALICE AUTH

Title TREASURER

Developer: 145 CPN LLC

By: Lawrence E. Fabien Authorized Signatory

Name: Lawrence E. Fabien

Title Authorized Signatory

[illegible]

On the 30 day of January in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Alice Auld, 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

LAWRENCE P MONGELLI
Notary Public, State of New York
No. 01MO4883251
Qualified in Queens County
Commission Expires Jan. 3, 2019

[illegible]

SEAL

On the 30 day of January in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Emperu B. FABIAN, 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

LAWRENCE P. MONGELLI
Notary Public, State of New York
No. 01MO4883261
Qualified In Queens County
Commission Expires Jan. 25, 2019

SEAL

EXHIBIT A

Seller's Property

EXHIBIT B

Developer's Property

EXHIBIT C

Declaration

EXHIBIT D

EXHIBIT E

EXHIBIT F

EXHIBIT G

EXHIBIT H

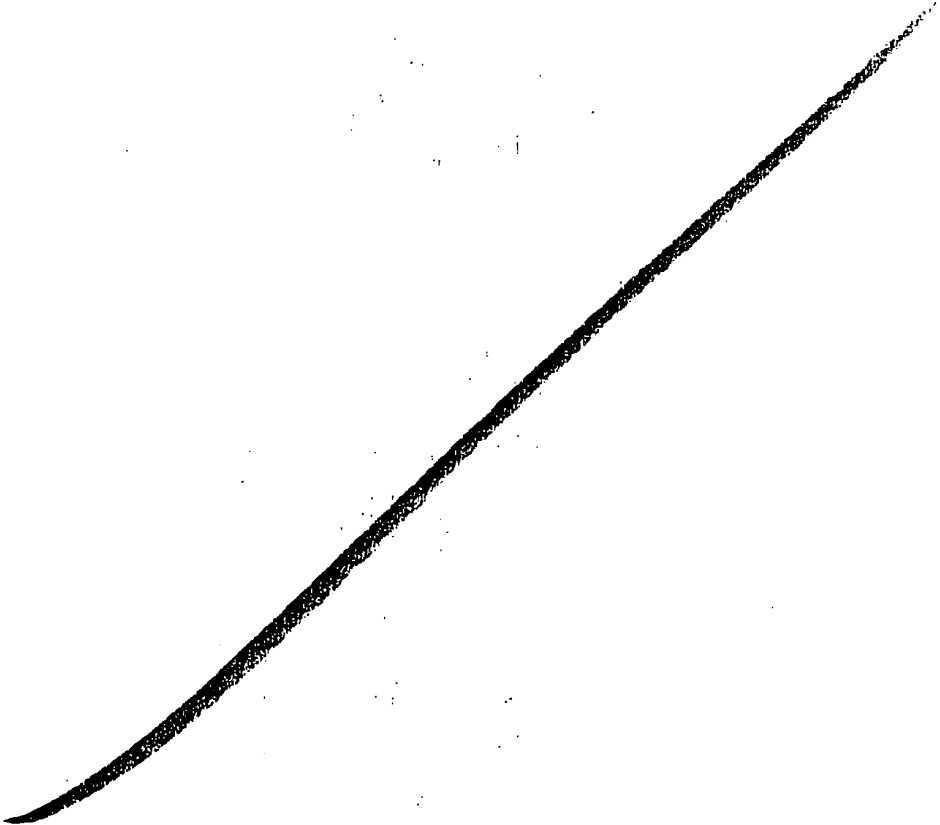
EXHIBIT A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.



EXHIBIT B



Stewart Title Insurance Company

Title No.: CLC 22152NY

SCHEDULE A

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING.

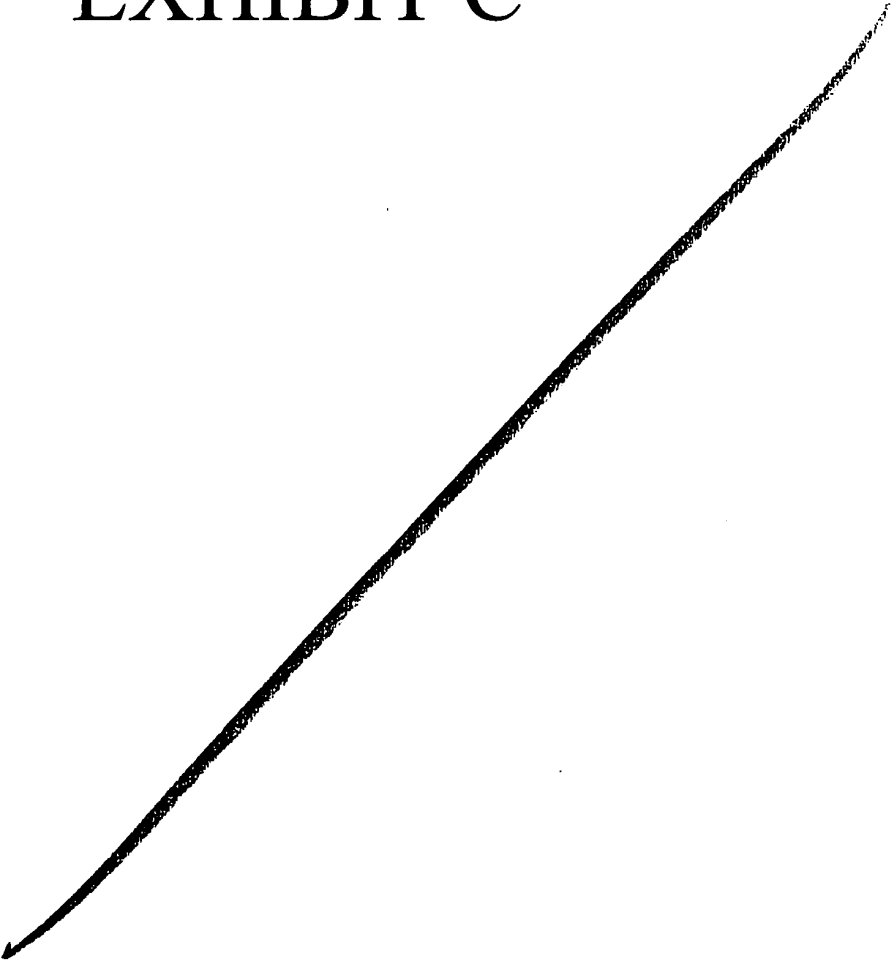
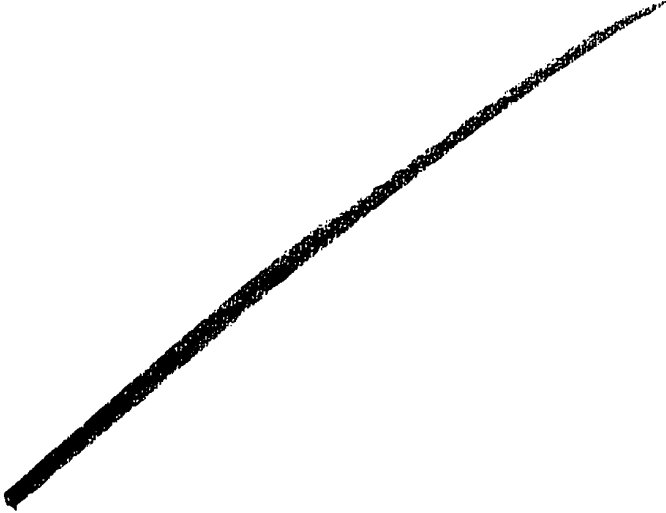


EXHIBIT C

DECLARATION OF ZONING LOT RESTRICTIONS

1801-05 7th Avenue HDFC, a New York cooperative corporation having an office at 1801-5 Adam Clayton Powell Jr. Boulevard, New York, New York 10026, and 145 CPN LLC, a New York limited liability company having an office at c/o GRID Group LLC, 37 West 20th Street, Suite 910, New York, New York 10011, constituting the "parties in interest" as certified by Stewart Title Company pursuant to the certificate of parties in interest attached hereto as Exhibit "A" hereto (excepting those parties waiving their respective rights to join therein) as defined in Section 12-10(d) of the Zoning Resolution of the City of New York effective December 15, 1961, as amended with respect to the land known as Block: 1820 Lot: 2 and Block: 1820 Lot: 6 on the Tax Map of the City of New York, County of New York, do hereby declare that the tracts of land known as and by street addresses 1801-5 Adam Clayton Powell Jr. Boulevard, New York, New York and 145 Central Park North, New York, New York, are to be treated as one zoning lot for the purposes of and in accordance with the provisions of the aforementioned Zoning Resolution effective December 15, 1961, as amended.

The said two (2) parcels are described on Exhibit "B" hereto. The said parcels are contiguous for more than ten (10) linear feet. The said lots are located within a single block.

No breach by any party to this Declaration or any agreement ancillary hereto shall have any effect on the treatment of said parcels as one combined zoning lot and said parcels shall be treated as one zoning lot unless subsequently divided in accordance with the provisions of the Zoning Resolution.

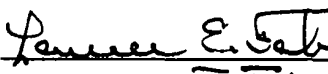
This Declaration shall run with the land and shall bind the parties hereto, their successors and assigns and every party now or hereafter acquiring any right, title or interest in the parcels.

IN WITNESS WHEREOF, the declarants have executed this instrument this 30 day of January, 2018.

1801-5 7th AVE. HDFC

By: 
Messura

145 CPN LLC

By:  Authorized Signatory
Lawrence E. Fabian, Authorized Signatory

STATE OF NEW YORK)
 S.S:
COUNTY OF NEW YORK)

On the 30 day of JANUARY in the year 2018, before me,
Alice Auth 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAWRENCE P MONGELLI
Notary Public, State of New York
No. 01MO4883251
Qualified in Queens County
Commission Expires Jan. 26, 2019

SEAL

STATE OF NEW YORK)
 S.S:
COUNTY OF NEW YORK)

On the 30 day of JANUARY in the year 2018, before me,
Lawrence P. FABIAN 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAWRENCE P MONGELLI
Notary Public, State of New York
No. 01MO4883251
Qualified in Queens County
Commission Expires Jan. 26, 2019

SEAL

Declaration of Zoning Lot Restrictions

1801-5 7th AVE. HDFC

and

145 CPN LLC

DECLARATION
OF
RESTRICTIONS

Date: January 30, 2018

Premises:

SELLER:

PURCHASER:

Block: 1820

Lot: 2

Borough: New York

County: New York

Block: 1820

Lot: 6

Borough: New York

County: New York

Record and Return to:

Law Offices of Lawrence E. Fabian
437 Fifth Avenue, Suite 801
New York, New York 10016

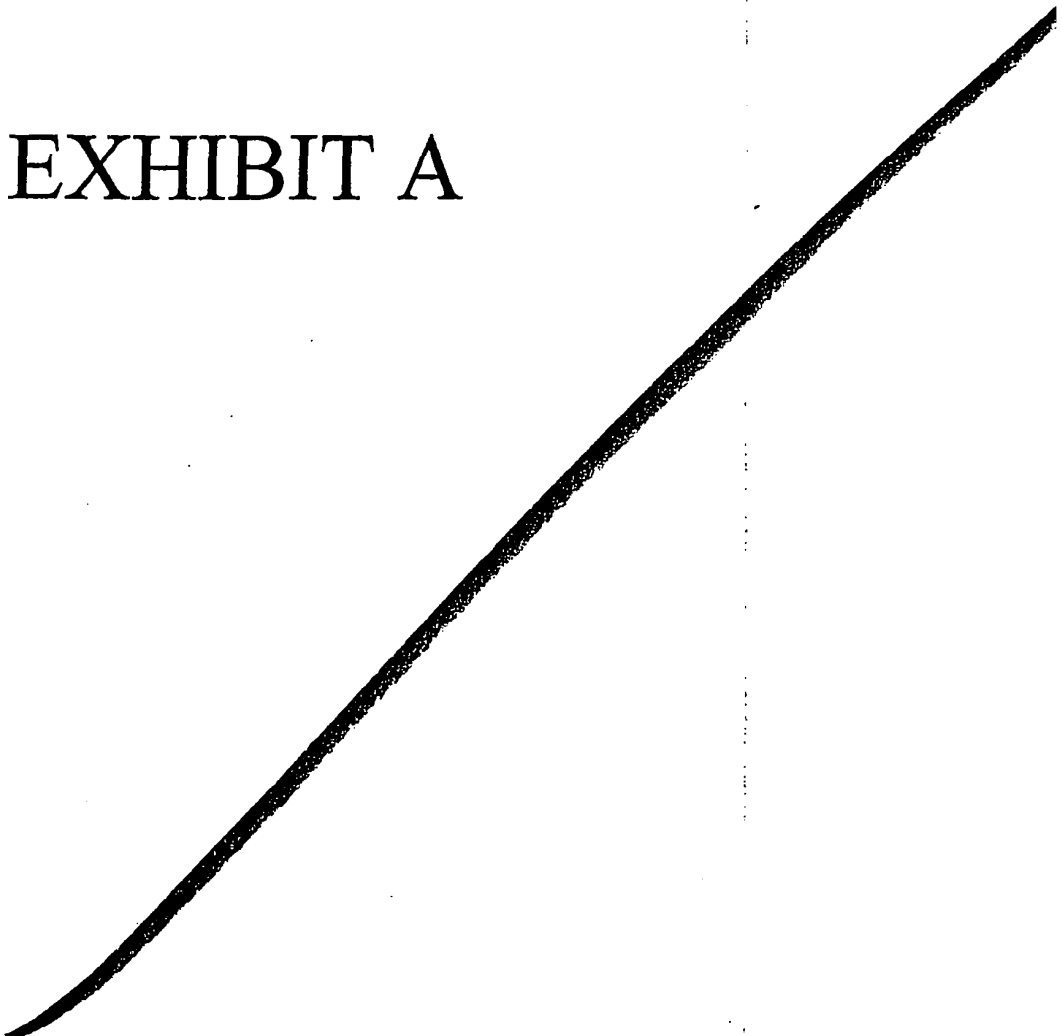
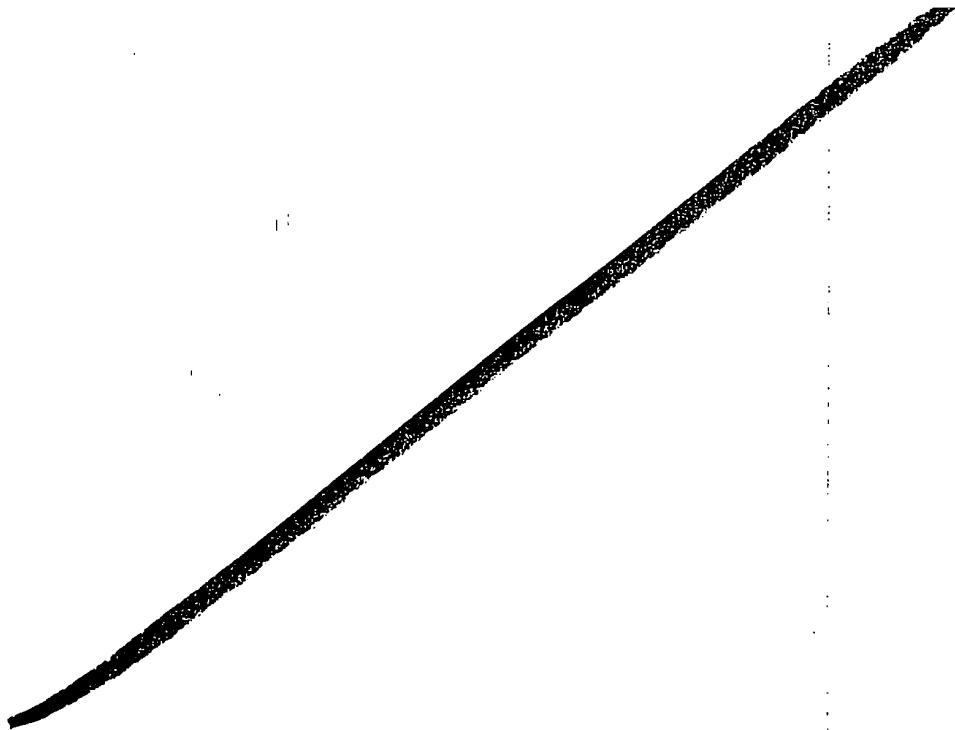


EXHIBIT A

EXHIBIT II

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION D OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
CITY OF NEW YORK, AS AMENDED
EFFECTIVE AUGUST 18, 1968

CLASS ABSTRACT SERVICES, INC., an authorized agent of Stewart Title Insurance Company, a title company licensed to do business in the State of New York, and having its principal offices at 72 Jericho Turnpike, Mineola, NY, hereby certifies that as to the land hereinafter described, being a tract of land either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of 1801-05 7th Avenue Housing Development Fund Corporation (as to Block 1820 Lot 2) and 145 CPN LLC (as to Block 1820 Lot 6) that all parties of interest, constituting a party as defined in Section 12-10, subdivision (d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended are the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
1801-05 7th Avenue Housing Development Fund Corporation	1801-1805 7th Avenue a/k/a 1801-1805 Adam Clayton Powell Boulevard a/k/a 153-155 Central Park North New York, NY	Fee Owner (Block 1820 Lot 2)
The City of New York acting Through the Department of Housing Preservation and Development (HPD)	100 Gold Street New York, NY 10038	Party to Regulatory Agreement against premises
145 CPN LLC	145-152 Central Park North New York, NY	Fee Owner (Block 1820 Lot 6)
Oliver Lending Corp.	c/o Robin Gross, Esq. 73 Fifth Avenue New York, NY	Mortgagee

The subject tract of land with respect to which the foregoing party is the party in interest as aforesaid, is known as Tax Lot Numbers 2 and 6 and to be known as Lots 2 and 6 in Block 1820 on the Tax Map of the City of New York, New York County, and more particularly described as follows:

CURRENT TAX LOT 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Certificate No.:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.

CURRENT TAX LOT 6

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING.

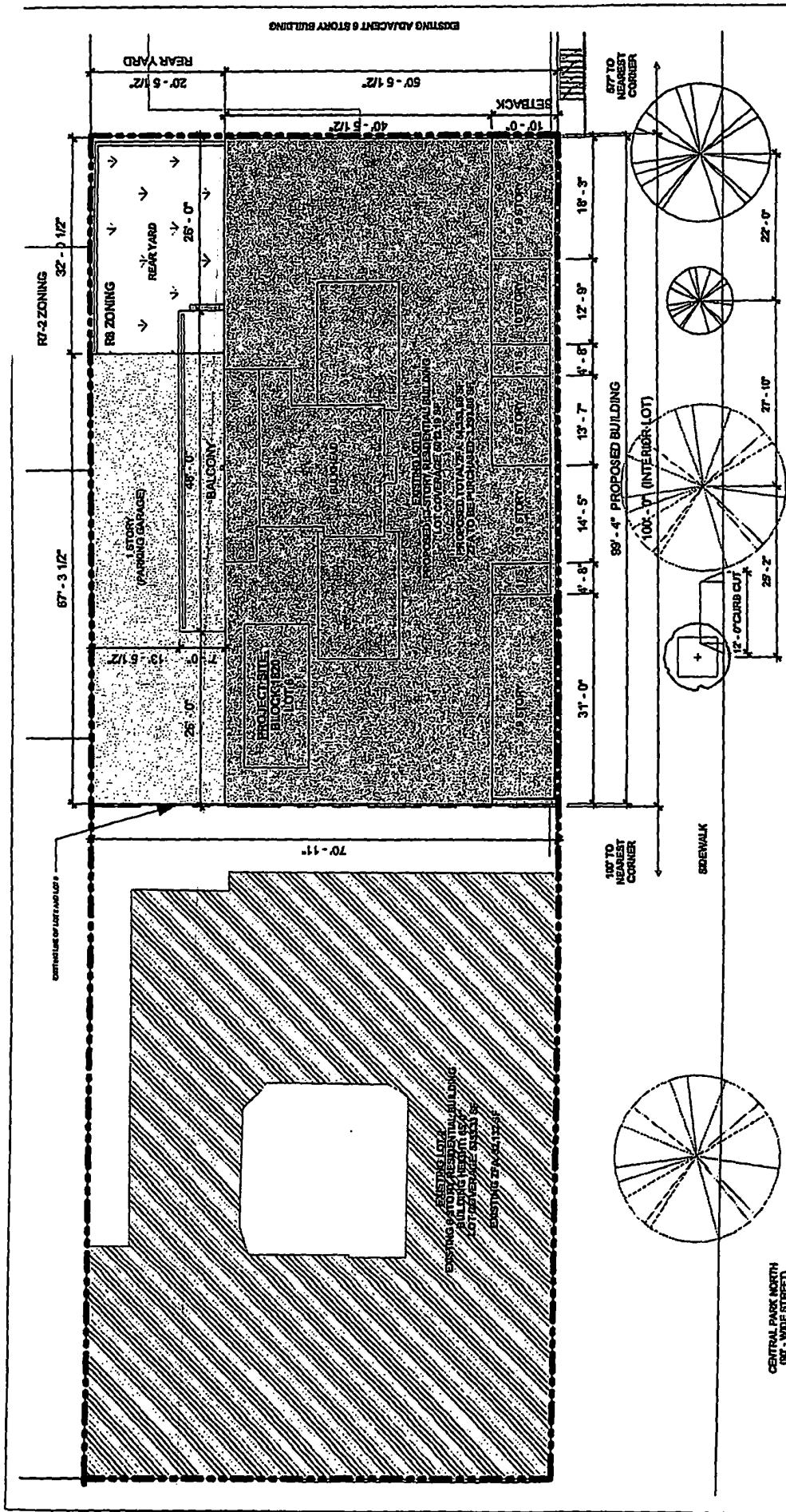
Owner of current Tax Lot 6 purchasing air rights of up to 3,293.86 square feet over Tax Lot 2.

That the said premises are known as and by street address 1801 Seventh Avenue and 145 Central Park North, New York, NY, as shown on the following diagram:

- 1) Show distance from corner
- 2) Show block and lot numbers and dimensions of each lot

PLEASE SEE ATTACHED DIAGRAM

The north point of the diagram must agree with the arrow.



TOTAL ZONING FLOOR AREA FOR SITE (MERGED TENTATIVE LOT #)

	EXIST. LOT 2	EXIST. LOT 6	TOTAL
FAR	7.2	7.2	7.2
LOT AREA	7,091.57 SF	7,091.57 SF	14,183.33 SF
MAX ZONING FA	51,080.00 SF	51,080.00 SF	102,120.00 SF
EXISTING BUILDING ZONING FA	32,131.98 SF	-	32,131.98 SF
PROPOSED BUILDING ZONING FA	-	54,353.86 SF	54,353.86 SF
FLOOR AREA TO BE PURCHASED	3,293.88 SF	-	3,293.88 SF
AVAILABLE FLOOR AREA REMAINING	15,834.18 SF REMAINING ON COMBINED LOT	-	15,834.18 SF
TOTAL ZONING FA	32,131.98 SF	54,353.86 SF	86,485.84 SF

ARCHITECT GLUCK+ 423 West 127th Street, 6 FL New York, NY 10027 Tel 212.650.4550 info@gluckplus.com	PROJECT 145 CPN 145 CENTRAL PARK NORTH NEW YORK, NY 10028	ARCHITECTURAL SITE PLAN WITH ZONING FLOOR AREA PROJECT NO. 1409 DATE 1.12.2018 DRAWN BY ES SCALE As Indicated ZFA DIAGRAM
--	--	--

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York)

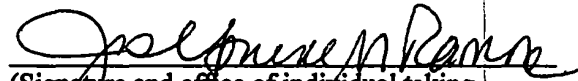
: ss.

County of Nassau)

On the 16th day of January, in the year 2018 before me, the undersigned, personally appeared

Daniel L. Krimmer

personally known to me or proved to me on the basis of satisfactory evidence to the be individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge 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)

JOSEPHINE M RAMON
Notary Public, State of New York
Qualified in Queens County
No. 01RA4963619
Commission Expires March 12, 20_18

SEAL

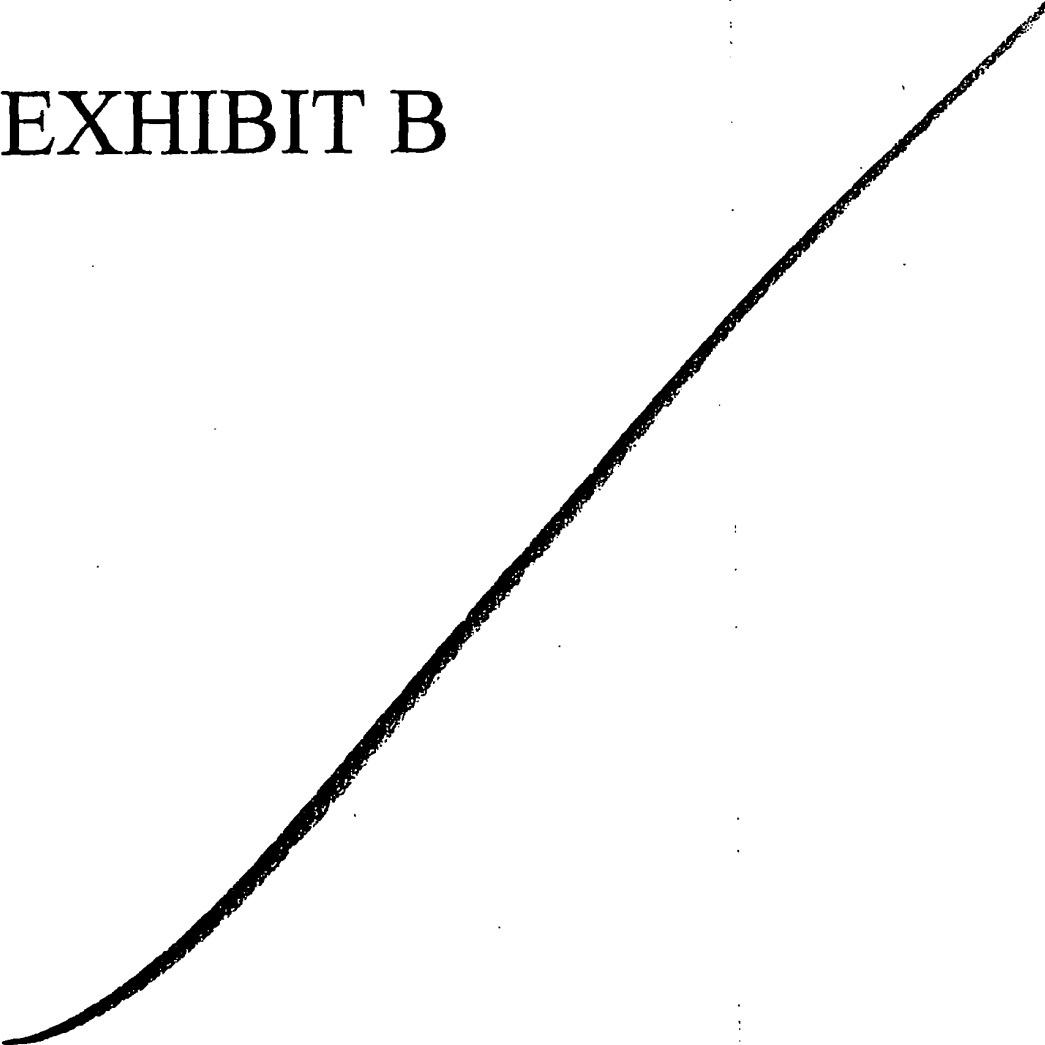


EXHIBIT B

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.

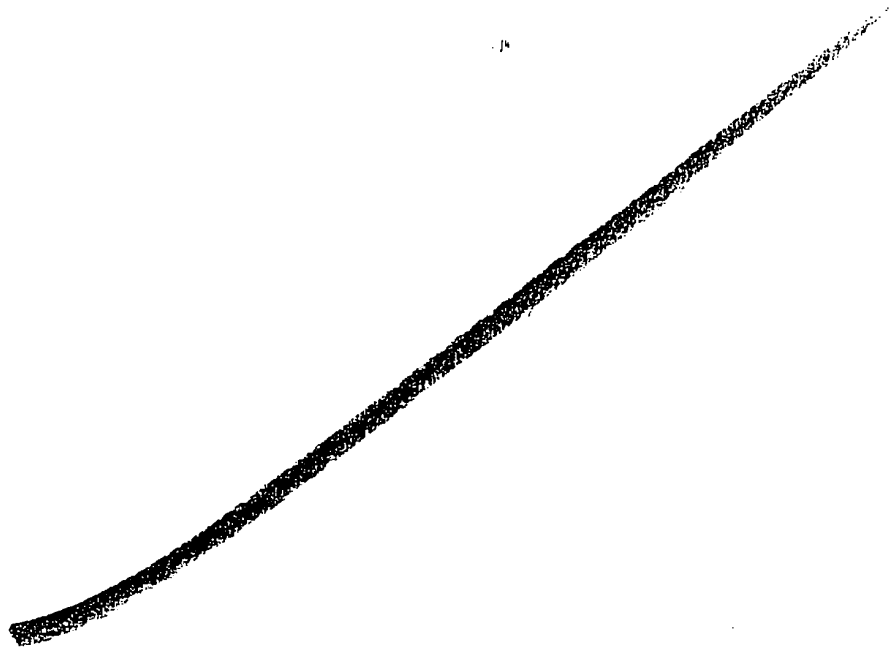


EXHIBIT D



September 15, 2017

1801-05 7th Avenue Housing Development Fund Corporation
c/o Francine James
1801-05 Adam Clayton Powell Jr. Boulevard
New York, New York 10026

Re: 1801-05 7th Avenue, New York, New York; Block 1820, Lot 2

Dear Ms. James:

1801-05 7th Avenue Housing Development Fund Corporation ("Seller"), a corporation formed under the Business Corporation Law of the State of New York and Article XI of the Private Housing Finance Law, and the City of New York (the "City"), a municipal corporation of the State of New York, acting by and through its Department of Housing Preservation and Development, are parties to that certain Regulatory Agreement, dated as of November 24, 2009, and recorded on December 2, 2009 with the Office of the City Register for the County of New York as CRFN 2009000395055.

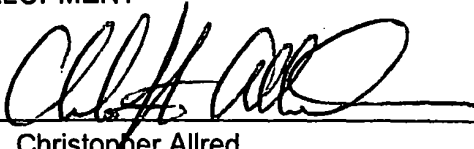
You have requested the City's consent for Seller to transfer to 145 CPN LLC ("Purchaser") up to 5,500 square feet of excess development rights (the "Available Development Rights") located at 1801-05 7th Avenue, New York, New York and identified as Block 1820, Lot 2 on the Tax Map of the City of New York.

The City, acting by and through its Department of Housing Preservation and Development, hereby consents to the transfer of the Available Development Rights by the Seller to the Purchaser.

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT

By: _____

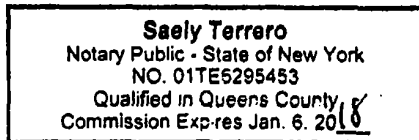

Christopher Allred
Assistant Commissioner



1801-05 7th Avenue Housing Development Fund Corporation
September 15, 2017
Page 2 of 2

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

On this 15 day of September, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Christopher Allred**, 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

SEAL

EXHIBIT E

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS

OLIVER LENDING CORP., a New York corporation having an office at 73 Fifth Avenue, New York, New York 10003, being a "party in interest" as defined in Section 12-10(d) of the Zoning Resolution of the City of New York effective December 15, 1961, as amended from time to time (the "Zoning Resolution"), with respect to the land known as 145-151 Central Park North, New York, New York, (a/k/a 145 Central Park North) and as Tax Lot 6 in Block 1820 of the Tax Map of the City of New York, County of New York, hereby waives its right to execute, now or in the future, and consents to the execution, delivery, terms and recordation of the Declaration of Zoning Lot Restrictions attached hereto as Exhibit A between 145 CPN LLC, a New York limited liability company, and 1801-05 7th Avenue HDFC, a New York cooperative corporation, for the land known as 1801-05 Adam Clayton Powell, Jr. Boulevard, New York, New York, and as Tax Lot 2 in Block 1820 of the Tax Map of the City of New York, County of New York, which is more fully described on Schedule A attached hereto, and for the land known as 145-151 Central Park North, New York, New York (a/k/a 145 Central Park North) and as Tax Lot 6 in Block 1820 of the Tax Map of the City of New York, County of New York, which is more fully described on Schedule B attached hereto, whereby such lands are to be treated as one zoning lot for the purposes of, and in accordance with the provisions of, the Zoning Resolution.

IN WITNESS WHEREOF, the declarants have executed this instrument this 29 day of January, 2018.

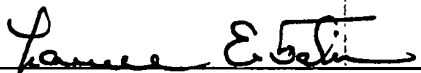
OLIVER LENDING CORP.

By: 

Robin E. Gross, Authorized Agent

STATE OF NEW YORK)
 S.S:
COUNTY OF NEW YORK)

On the 29 day of January in the year 2018, before me, Robin E. Gross, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

LAWRENCE E. FABIAN
Notary Public, State of New York
No. 02FA1147320
Qualified in New York County
Commission Expires October 31, 2021

SEAL

EXHIBIT II

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION D OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
CITY OF NEW YORK, AS AMENDED
EFFECTIVE AUGUST 18, 1968

CLASS ABSTRACT SERVICES, INC., an authorized agent of Stewart Title Insurance Company, a title company licensed to do business in the State of New York, and having its principal offices at 72 Jericho Turnpike, Mineola, NY, hereby certifies that as to the land hereinafter described, being a tract of land either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of 1801-05 7th Avenue Housing Development Fund Corporation (as to Block 1820 Lot 2) and 145 CPN LLC (as to Block 1820 Lot 6) that all parties of interest, constituting a party as defined in Section 12-10, subdivision (d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended are the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
1801-05 7th Avenue Housing Development Fund Corporation	1801-1805 7th Avenue a/k/a 1801-1805 Adam Clayton Powell Boulevard a/k/a 153-155 Central Park North New York, NY	Fee Owner (Block 1820 Lot 2)
The City of New York acting Through the Department of Housing Preservation and Development (HPD)	100 Gold Street New York, NY 10038	Party to Regulatory Agreement against premises
145 CPN LLC	145-152 Central Park North New York, NY	Fee Owner (Block 1820 Lot 6)
Oliver Lending Corp.	c/o Robin Gross, Esq. 73 Fifth Avenue New York, NY	Mortgagee

The subject tract of land with respect to which the foregoing party is the party in interest as aforesaid, is known as Tax Lot Numbers 2 and 6 and to be known as Lots 2 and 6 in Block 1820 on the Tax Map of the City of New York, New York County, and more particularly described as follows:

CURRENT TAX LOT 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Certificate No.:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.

CURRENT TAX LOT 6

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING.

Owner of current Tax Lot 6 purchasing air rights of up to 3,293.86 square feet over Tax Lot 2.

That the said premises are known as and by street address 1801 Seventh Avenue and 145 Central Park North, New York, NY, as shown on the following diagram:

- 1) Show distance from corner
- 2) Show block and lot numbers and dimensions of each lot

PLEASE SEE ATTACHED DIAGRAM

The north point of the diagram must agree with the arrow.

Certificate No.:

NOTE: A zoning lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A zoning lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND (\$1,000.00) DOLLARS.

CLASS ABSTRACT SERVICES, INC.

By: 

DANIEL L. KRIMMER, PRESIDENT

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York)

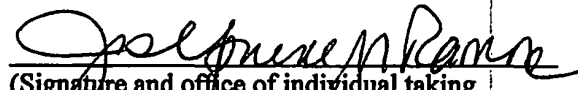
: ss.

County of Nassau)

On the 16th day of January, in the year 2018 before me, the undersigned, personally appeared

Daniel L. Krimmer

personally known to me or proved to me on the basis of satisfactory evidence to the be individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge 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)

JOSEPHINE M RAMON
Notary Public, State of New York
Qualified in Queens County
No. 01RA4963619
Commission Expires March 12, 2018

SEAL

EXHIBIT III

**ZONING LOT DESCRIPTION AND OWNERSHIP STATEMENT BY
BUILDING DEPARTMENT PERMIT APPLICANT AND TO BE
RECORDED IN THE COUNTY CLERK'S OR CITY REGISTER'S OFFICE**

1801-05 7th Avenue Housing Development Fund Corporation, a business with an address at 1801-1805 Seventh Avenue, a/k/a 1801-1805 Adam Clayton Powell Boulevard a/k/a 153-155 Central Park North, New York, NY (as to Block 1820 Lot 2) and 145 CPN LLC, a business with an address at 145-152 Central Park North, New York, NY (as to Block 1820 Lot 6), applicants, present or future permits pursuant to the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, state that the zoning lot to which the aforementioned permit or permits pertain are shown on the Tax Map of the City of New York, New York County as Tax Lots 2 and 6 in Block 1820 and more particularly described as follows:

CURRENT TAX LOT 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.

CURRENT TAX LOT 6

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

Certificate No.:

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING.

Owner of current Tax Lot 6 purchasing air rights of up to 3,293.86 square feet over Tax Lot 2.

FAILURE TO COMPLY WITH THE TERMS OF THIS DECLARATION MAY RESULT IN THE REVOCATION OF THE BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY.

Certificate No:

That said premises are known as and by the street address 1801 Seventh Avenue and 145 Central Park North, New York, NY, shown on the following diagram:

Lot 2 and 6 Block 1820

PLEASE SEE ATTACHED DIAGRAM

The above-described zoning lot is presently owned by:

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
1801-05 7th Avenue Housing Development Fund Corporation	1801-1805 7th Avenue a/k/a 1801-1805 Adam Clayton Powell Boulevard a/k/a 153-155 Central Park North New York, NY	Fee Owner (Block 1820 Lot 2)
145 CPN LLC	145-152 Central Park North New York, NY	Fee Owner (Block 1820 Lot 6)

IN WITNESS WHEREOF, the applicant for the permit has executed this instrument this

30 day of *July*, 20 *18*



Print name here:

*1801-05 7th Avenue
Housing Development
Fund Corporation
By Alice Anth, Treasurer*

State of New York)

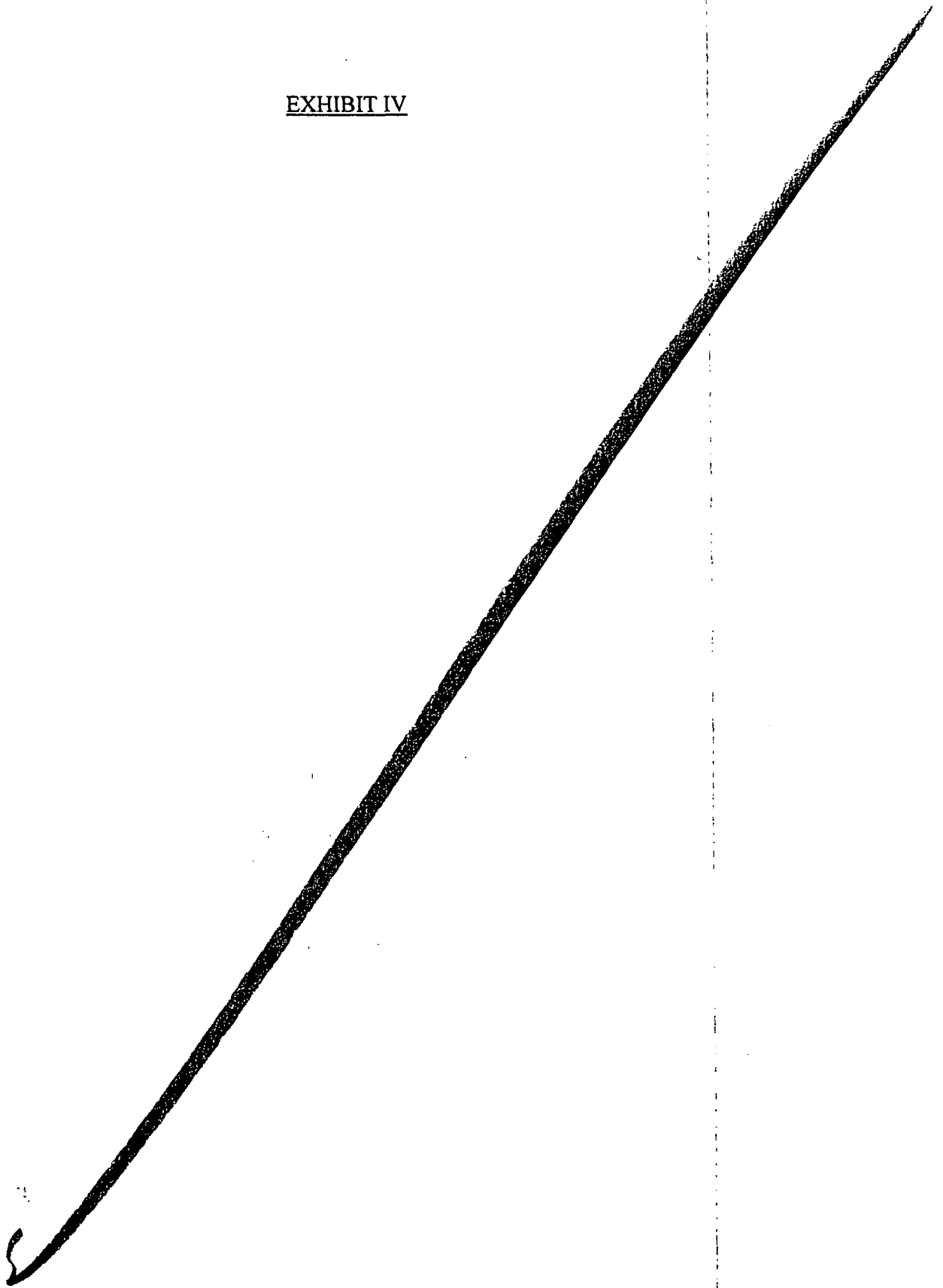
County of *New York* ss.

On the *30* day of *May*, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared *Alice Ruth*, 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 signature on the instrument, the individuals or the persons upon behalf of which the individuals acted, executed the instrument.


LAWRENCE J. DELEON
Notary Public, State of New York
No. 01MO4883261
Qualified in Queens County
Commission Expires Jan. 26, 2019

SEAL

EXHIBIT IV



Declaration of Zoning Lot Restrictions

1801-5 7th AVE. HDFC

and

145 CPN LLC

DECLARATION
OF
RESTRICTIONS

Date: January 30, 2018

Premises:

SELLER:

PURCHASER:

Block: 1820

Lot: 2

Borough: New York

County: New York

Block: 1820

Lot: 6

Borough: New York

County: New York

Record and Return to:

Law Offices of Lawrence E. Fabian
437 Fifth Avenue, Suite 801
New York, New York 10016

DECLARATION OF ZONING LOT RESTRICTIONS

1801-05 7th Avenue HDFC, a New York cooperative corporation having an office at 1801-5 Adam Clayton Powell Jr. Boulevard, New York, New York 10026, and 145 CPN LLC, a New York limited liability company having an office at c/o GRID Group LLC, 37 West 20th Street, Suite 910, New York, New York 10011, constituting the "parties in interest" as certified by Stewart Title Company pursuant to the certificate of parties in interest attached hereto as Exhibit "A" hereto (excepting those parties waiving their respective rights to join therein) as defined in Section 12-10(d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended with respect to the land known as Block: 1820 Lot: 2 and Block: 1820 Lot: 6 on the Tax Map of the City of New York, County of New York, do hereby declare that the tracts of land known as and by street addresses 1801-5 Adam Clayton Powell Jr. Boulevard, New York, New York and 145 Central Park North, New York, New York, are to be treated as one zoning lot for the purposes of and in accordance with the provisions of the aforementioned Zoning Resolution effective December 15, 1961, as amended.

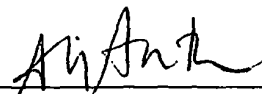
The said two (2) parcels are described on Exhibit "B" hereto. The said parcels are contiguous for more than ten (10) linear feet. The said lots are located within a single block.

No breach by any party to this Declaration or any agreement ancillary hereto shall have any effect on the treatment of said parcels as one combined zoning lot and said parcels shall be treated as one zoning lot unless subsequently divided in accordance with the provisions of the Zoning Resolution.

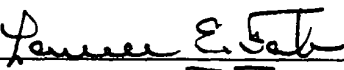
This Declaration shall run with the land and shall bind the parties hereto, their successors and assigns and every party now or hereafter acquiring any right, title or interest in the parcels.

IN WITNESS WHEREOF, the declarants have executed this instrument this 30 day of January, 2018.

1801-5 7th AVE. HDFC

By: 
Lawrence E. Fahn

145 CPN LLC

By:  Authorized Signatory
Lawrence E. Fahn, Authorized Signatory

STATE OF NEW YORK)

S.S:

COUNTY OF NEW YORK)

On the 30 day of JANUARY in the year 2018, before me,
Alice Auth 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAWRENCE P MONGELLI
Notary Public, State of New York
No. 01MO4883261
Qualified in Queens County
Commission Expires Jan. 26, 2019

SEAL

STATE OF NEW YORK)

S.S:

COUNTY OF NEW YORK)

On the 30 day of JANUARY in the year 2018, before me,
Lawrence P. Mongelli 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 on behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAWRENCE P MONGELLI
Notary Public, State of New York
No. 01MO4883261
Qualified in Queens County
Commission Expires Jan. 26, 2019

SEAL

EXHIBIT A

CLC 23156NY

Certificate No.:

EXHIBIT II

**CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION D OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
CITY OF NEW YORK, AS AMENDED
EFFECTIVE AUGUST 18, 1968**

CLASS ABSTRACT SERVICES, INC., an authorized agent of Stewart Title Insurance Company, a title company licensed to do business in the State of New York, and having its principal offices at 72 Jericho Turnpike, Mineola, NY, hereby certifies that as to the land hereinafter described, being a tract of land either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of 1801-05 7th Avenue Housing Development Fund Corporation (as to Block 1820 Lot 2) and 145 CPN LLC (as to Block 1820 Lot 6) that all parties of interest, constituting a party as defined in Section 12-10, subdivision (d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended are the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
1801-05 7th Avenue Housing Development Fund Corporation	1801-1805 7th Avenue a/k/a 1801-1805 Adam Clayton Powell Boulevard a/k/a 153-155 Central Park North New York, NY	Fee Owner (Block 1820 Lot 2)
The City of New York acting Through the Department of Housing Preservation and Development (HPD)	100 Gold Street New York, NY 10038	Party to Regulatory Agreement against premises
145 CPN LLC	145-152 Central Park North New York, NY	Fee Owner (Block 1820 Lot 6)
Oliver Lending Corp.	c/o Robin Gross, Esq. 73 Fifth Avenue New York, NY	Mortgagee

The subject tract of land with respect to which the foregoing party is the party in interest as aforesaid, is known as Tax Lot Numbers 2 and 6 and to be known as Lots 2 and 6 in Block 1820 on the Tax Map of the City of New York, New York County, and more particularly described as follows:

CURRENT TAX LOT 2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Certificate No.:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.

CURRENT TAX LOT 6

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING.

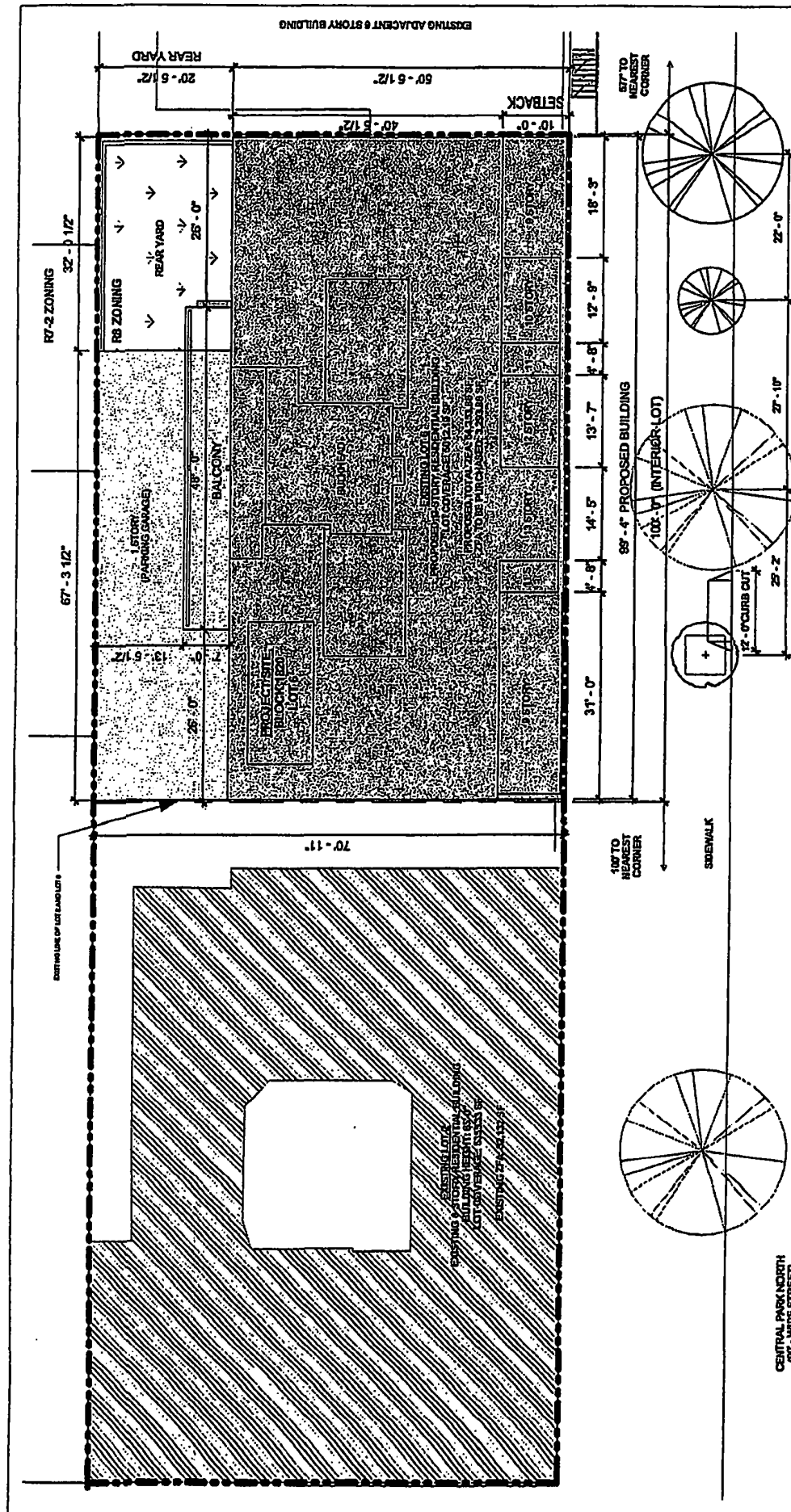
Owner of current Tax Lot 6 purchasing air rights of up to 3,293.86 square feet over Tax Lot 2.

That the said premises are known as and by street address 1801 Seventh Avenue and 145 Central Park North, New York, NY, as shown on the following diagram:

- 1) Show distance from corner
- 2) Show block and lot numbers and dimensions of each lot

PLEASE SEE ATTACHED DIAGRAM

The north point of the diagram must agree with the arrow.



TOTAL ZONING FLOOR AREA FOR SITE (MERGED TENTATIVE LOT #)			
	EXST. LOT 2	EXST. LOT 6	TOTAL
FAR	7.2	7.2	7.2
LOT AREA	7,091.67 SF	7,091.67 SF	14,183.33 SF
MAX ZONING FA	51,060.00 SF	51,060.00 SF	102,120.00 SF
EXISTING BUILDING ZONING FA	32,131.88 SF	-	32,131.88 SF
PROPOSED BUILDING ZONING FA	-	54,353.86 SF	54,353.86 SF
FLOOR AREA TO BE PURCHASED	3,293.86 SF	-	3,293.86 SF
AVAILABLE FLOOR AREA REMAINING	15,634.18 SF	15,634.18 SF	31,268.36 SF
TOTAL ZONING FA	32,131.88 SF	54,353.86 SF	86,485.74 SF

REF SHEETS

ZFA

DIAGRAM

**ARCHITECTURAL
SITE PLAN WITH ZONING FLOOR AREA**

--

PROJECT
145 CPN
145 CENTRAL PARK NORTH
NEW YORK, NY 10026

ARCHITECT
GLUCK+
423 West 127th Street, 6 FL New York, NY 10027
Tel 212.690.4950 info@gluckplus.com

Certificate No.:

NOTE: A zoning lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A zoning lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND (\$1,000.00) DOLLARS.

CLASS ABSTRACT SERVICES, INC.

By: 

DANIEL L. KRIMMER, PRESIDENT

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York)

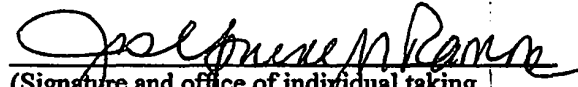
: ss.

County of Nassau)

On the 16th day of January, in the year 2018 before me, the undersigned, personally appeared

Daniel L. Krimmer

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 acknowledge 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)

JOSEPHINE M RAMON
Notary Public, State of New York
Qualified in Queens County
No. 01RA4963619
Commission Expires March 12, 2018

SEAL

EXHIBIT B

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

BEGINNING at a point on the northerly side of Central Park North (West 110th Street) (Cathedral Parkway), distant 100 feet easterly from the corner formed by the intersection of the easterly side of Adam Clayton Powell Jr. Boulevard with the northerly side of Central Park North;

RUNNING THENCE northerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet);

THENCE easterly, parallel with the northerly side of Central Park North, 100 feet;

THENCE southerly, parallel with the easterly side of Adam Clayton Powell Jr. Boulevard, 70 feet 11 inches (70.92 feet) to the northerly side of Central Park North;

THENCE westerly along the northerly side of Central Park North, 100 feet to the point or place of BEGINNING

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City of New York, bounded and described as follows:

Beginning at the corner formed by the intersection of the easterly side of Seventh Avenue with the northerly side of 110th Street, as same has been widened for Cathedral Parkway; running thence Northerly along said easterly side of Seventh Avenue seventy feet eleven inches to former center line of block between 111th and 110th Streets before widening; thence Easterly along said former center line of block before widening one hundred feet; thence Southerly and parallel with said easterly side of Seventh Avenue seventy feet eleven inches to the northerly side of 110th Street as same has been widened for Cathedral Parkway; thence Westerly along said northerly side of 110th Street as same has been widened for Cathedral Parkway one hundred feet to the point or place of beginning.