NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2019010800475001001E1FB8

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 9**

Document ID: 2019010800475001 Document Date: 01-08-2019 Preparation Date: 01-08-2019
Document Type: UCC3 CONTINUATION FIXTURE FILING
Document Page Count: 7

PRESENTER:	RETURN TO:
NORTHMARQ CAPITAL 3500 AMERUCAN BLVD W #500 BLOOMINGTON, MN 55431 952-356-0100 thermanson@NORTHMARQ.COM	NORTHMARQ CAPITAL 3500 AMERUCAN BLVD W #500 BLOOMINGTON, MN 55431 952-356-0100 thermanson@NORTHMARQ.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	503	1	Partial Lot	97 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
MANHATTAN	503	6	Partial Lot	107 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

Document ID: 2014051201423001

PARTIES

DEBTOR:	SECURED PARTY:
SULLIVAN PROPERTIES, L.P. C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET NEW YORK, NY 10019	STATE FARM REALTY MORTGAGE, L.L.C. ONE STATE FARM PLAZA BLOOMINGTON, IL 61710

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	58.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-18-2019 11:27
City Register File No.(CRFN): **2019000021408**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2019010800475001001C1D38

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 9**

Document ID: 2019010800475001 Document Date: 01-08-2019 Preparation Date: 01-08-2019
Document Type: UCC3 CONTINUATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	503	8 Partial Lot		111 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
MANHATTAN	503	9 Partial Lot		113 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
MANHATTAN	503	10 Partial Lot		115 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
MANHATTAN	503	11 Partial Lot		117 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
MANHATTAN	503	12 Partial Lot		119 SULLIVAN STREET
Property Type: APARTMENT BUILDING				

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Ted Hermanson 1-8-2019 952-837-8706

B. E-MAIL CONTACT AT FILER (optional)
thermanson@northmarq.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
NorthMarq Capital
3500 American Boulevard West
Suite 500
Bloomington, MN 55431

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2014000163580 Date: 05/13/2014

1b. ☑ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☑ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: This Change affects ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to: ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
SULLIVAN PROPERTIES, L.P.

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
STATE FARM REALTY MORTGAGE, L.L.C.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
#380406 New York County

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
2014000163580 Date: 05/13/2014

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
STATE FARM REALTY MORTGAGE, L.L.C.

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name), see instructions if name does not fit

13a. ORGANIZATION'S NAME
SULLIVAN PROPERTIES, L.P.

OR

13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☑ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):
SULLIVAN PROPERTIES, L.P.
101 WEST 55TH STREET
NEW YORK, NY 10019

17. Description of real estate:
Physical Address:
Sullivan Properties
97,107-109,111,113,115,117&119
Sullivan St.
New York, NY 10012

See Exhibit A for Parcel Descriptions

18. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

EXHIBIT A

See Attached

PARCEL I

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 75 feet northerly from the corner formed by the intersection of the easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE northerly along the easterly side of Sullivan Street, 25 feet;

THENCE easterly parallel with the northerly side of Spring Street, 65 feet 11 inches;

THENCE southerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the northerly side of Spring Street, 65 feet 11 inches to the easterly side of Sullivan Street, at the point or place of BEGINNING.

(For Information Only: Block 503, Lot 1)

PARCEL II

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 200 feet northerly from the corner formed by the intersection of the said easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE southeasterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches;

THENCE northeasterly and parallel with the said easterly side of Sullivan Street, 50 feet;

THENCE northwesterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches to the said easterly side of Sullivan Street;

THENCE southwesterly along the said easterly side of Sullivan Street, 50 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 6)

PARCEL III

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 201 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 8)

PARCEL IV

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 176 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 9)

PARCEL V

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly and parallel with Prince Street, 100.00 feet to a point;

THENCE southerly and parallel with Sullivan Street, 25.00 feet to a point;

THENCE westerly and parallel with Prince Street, 100.00 feet to a point on the easterly side of Sullivan Street; and

THENCE northerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 10)

PARCEL VI

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the southeasterly corner of Sullivan Street and Prince Street;

RUNNING THENCE easterly along the southerly side of the southerly wall of the premises hereby described and in a line in continuation thereof and parallel with Prince Street, 100 feet;

THENCE northerly and in a line parallel with Sullivan Street, 25.00 feet;

THENCE westerly and in a line parallel with Prince Street and part of the way through a party wall, 100.00 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING. Be the said several distances or dimensions more or less.

(For Information Only: Block 503, Lot 11)

PARCEL VII

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 126 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly on a line parallel with Prince Street and part of the distance through a party wall, 100 feet;

THENCE northerly on a line parallel with Sullivan Street, 25 feet;

THENCE westerly on a line parallel with Prince Street, 100 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 12)

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2020052000291001002EFC2B

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 12**

Document ID: 2020052000291001 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: MORTGAGE
Document Page Count: 10

PRESENTER:
NEW YORK LAND SERVICES/TO BE PICKED UP
630 THIRD AVENUE- 12TH FLOOR
NEW YORK, NY 10017
212-490-2277
TITLE NO. 20NYM13450

RETURN TO:
MCCARTER & ENGLISH, LLP
ATTN: JEFFREY A. PETIT, ESQ
FOUR GATEWAY CENTER/100 MULBERRY STREET
NEWARK, NJ 07102

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	503	1	Entire Lot		97 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
MANHATTAN	503	6	Entire Lot		107 - 109 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ or DocumentID_____ or _____ Year____ Reel____ Page____ or File Number_____

PARTIES

MORTGAGOR/BORROWER:
SULLIVAN PROPERTIES, L.P.
C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET
NEW YORK, NY 10019

MORTGAGEE/LENDER:
STATE FARM REALTY MORTGAGE, L.L.C.
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	248,814.20
Taxable Mortgage Amount:	$	248,814.20
Exemption:		
TAXES: County (Basic):	$	1,244.00
City (Additional):	$	2,488.00
Spec (Additional):	$	622.00
TASF:	$	0.00
MTA:	$	746.40
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	5,100.40
Recording Fee:	$	105.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-26-2020 11:56
City Register File No.(CRFN): **2020000155420**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020052000291001002CFEAB

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 12**

Document ID: 2020052000291001 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: MORTGAGE

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	503	8 Entire Lot		111 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	9 Entire Lot		113 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	10 Entire Lot		115 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	11 Entire Lot		117 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	12 Entire Lot		119 SULLIVAN STREET
Property Type: COMMERCIAL REAL ESTATE				

GAP MORTGAGE AND SECURITY AGREEMENT

THIS **GAP MORTGAGE AND SECURITY AGREEMENT** (this "**Mortgage**") is made as of May 15, 2020, by **SULLIVAN PROPERTIES, L.P.**, a Delaware limited partnership, whose mailing address is c/o The Zucker Organization, 101 West 55th Street, New York, New York 10019, (the "**Mortgagor**"), to **STATE FARM REALTY MORTGAGE, L.L.C.**, a Delaware limited liability company, having an address at One State Farm Plaza, Bloomington, Illinois 61710 (the "**Mortgagee**").

WITNESSETH that to secure the payment of an indebtedness in the principal sum of TWO HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FOURTEEN and 20/100 DOLLARS ($248,814.20) in lawful money of the United States of America, to be paid with interest thereon, according to that certain Gap Promissory Note bearing even date herewith made by the Mortgagor to the Mortgagee, THE MORTGAGOR HEREBY MORTGAGES TO THE MORTGAGEE:

ALL that certain land with the buildings and improvements thereon erected situate lying and being located at 97, 107-109, 111, 113, 115, 117 & 119 Sullivan Street, New York, New York, as more particularly described on Exhibit A annexed hereto and made a part hereof (hereinafter, the "**said premises**").

TOGETHER with the appurtenances and all the estate and rights of the Mortgagor in and to said premises, and all the right, title and interest of the Mortgagor in and to all land lying in the bed of all streets, roads, and public places, opened or proposed, in front of an adjoining the said premises and all easements and rights of way, public or private, now or hereafter used in connection with the said premises; all buildings, improvements, fixtures, equipment, inventory, computer software and hardware and other articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of the said premises, and the proceeds thereof, including the proceeds of hazard and title insurance relating thereto; all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of the said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets; all rents, issues and profits, general intangibles, chattel paper, accounts (including all accounts receivables and credit card receivables), inventory, revenues, income and other benefits due or to become due to the Mortgagor for the use, operation or occupancy of the said premises and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, management agreements, franchise agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the said premises), approvals, actions and causes of action that now or hereafter relate to, are derived from or are used in connection with the said premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon or any of the items covered hereby; all amounts refunded, or to be refunded, by taxing authorities from amounts paid for real estate taxes, water and sewer rental charges affecting the said premises and any amounts refunded, or to be refunded, by any insurer from amounts paid for insurance premiums for insurance affecting the said premises; all leases of the said premises or any part thereof now or hereafter entered into, including, without limitation, cash or securities

deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms); all certificates of deposit of Mortgagor in the possession of Mortgagee and the proceeds therefrom; all other rights and easements of Mortgagor or hereafter existing pertaining to the use and enjoyment of the said premises, including, without limitation, all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the said premises; and all proceeds and products of the foregoing; all of which are covered by said mortgage, which said mortgage, together with this agreement, shall also constitute a security agreement. This provision shall be self-operative, but the Mortgagor will execute and deliver to the Mortgagee on demand, and hereby irrevocably appoints the Mortgagee the attorney-in-fact of the Mortgagor to execute, deliver and file, such financing statements and other instruments as the Mortgagee may require in order to impose the lien of said mortgage upon said fixtures and personal property. If the lien of this Mortgage on any fixtures or personal property is subject to a security interest covering such fixtures or personal property, then in the event of any default under said mortgage all the right, title and interest of the Mortgagor in and to any and all deposits being held by the holder of such security interest are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereon.

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Mortgagee, which is hereby irrevocably authorized and appointed attorney-in-fact of the Mortgagor to collect and receive any such awards from the authorities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Mortgagor will execute to the Mortgagee on demand such assignments and other instruments as the Mortgagee may require for said purposes and will reimburse the Mortgagee for its costs (including reasonable counsel fees) in the collection of such awards. In the event of any such taking, the Mortgagor agrees to pay, and agrees that any award shall be apportioned so that there shall first be paid therefrom in the order below named, to the Mortgagee, accrued interest at the rate specified in the note secured hereby on all principal amounts from time to time outstanding hereunder to the date of receipt of such payment by the Mortgagee, plus the entire principal balance secured hereby, notwithstanding any lesser interest rate required to be paid by the authorities making the awards plus any other amounts due from the Mortgagor to the Mortgagee under this Mortgage.

TOGETHER with any and all air rights, development rights, zoning rights or other similar rights or interests that benefit or are appurtenant to the mortgaged premises and any proceeds arising therefrom, to the end that the Mortgagor shall not have the right to, and shall not, initiate, join in or consent to any change in any zoning ordinance, restrictive covenant or other public or private restriction limiting or defining the uses which may be made of the premises or any part thereof.

AND the Mortgagor covenants with the Mortgagee as follows:

1. The Mortgagor will pay the indebtedness, as hereinbefore provided.

MEI 3332759v.1

2. That the Mortgagor will keep the building on the premises insured against loss by fire for the benefit of the Mortgagee; that Mortgagor will assign and deliver the policies to the Mortgagee; and that the Mortgagor will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies. That the fire insurance policies required by this paragraph shall contain the usual extended coverage endorsement; that in addition thereto the Mortgagor, within 30 days after notice and demand, will keep the premises and all fixtures and articles of personal property covered hereby insured against loss and damage by such other hazards as Mortgagee may require. All of the provisions of this paragraph and paragraph 4 hereof and of Section 254 of the Real Property Law construing the same shall apply to such additional insurance.

3. That no building on the premises shall be removed or demolished without the consent of the Mortgagee.

4. That the whole of said principal sum shall become due at the option of the Mortgagee: after default in the payment of any installment of principal or of interest for ten (10) days, or after default in the payment of any tax, water rate, sewer rent or assessment upon the date the same, or any of them, becomes due and payable; or after default after notice and demand either in assigning and delivering the policies insuring the building against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against this Mortgage debt as hereinafter provided.

5. That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. That the Mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the Mortgagee may pay the same.

7. That the Mortgagor within ten (10) days upon request by mail will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.

8. That notice and demand or request may be made in writing and may be served in person or by mail.

9. That the Mortgagor warrants the fee simple title to said premises.

10. That notwithstanding anything to the contrary contained herein, the maximum amount of principal indebtedness secured by this Mortgage or which under any contingency may be secured by this Mortgage is $248,814.20.

11. That the Mortgagor will receive the advances hereunder subject to the trust fund provisions of Section 13 of the Lien Law.

MEI 3332770v.1

12. CHECK THE APPROPRIATE BOX

( ) The within mortgage covers real property principally improved, or to be improved, by one or more structures containing in the aggregate not more than six residential dwelling units, each having their own separate cooking facilities.

(X) The within mortgage does not cover real property improved as described above.

13. This Mortgage may not be waived, changed or discharged orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change or discharge is sought. If there be more than one Mortgagor the covenants and warranties hereof shall be joint and several. The covenants of this Mortgage shall run with the land and bind the Mortgagor, the heirs, distributees, legal representatives, successors, and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall inure to the benefit of the Mortgagee, the successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. As used herein the singular shall include the plural as the context requires.

14. The provisions of Article V of that certain Consolidated, Amended and Restated Promissory Note dated as of even date herewith between Mortgagor and Mortgagee are hereby incorporated by reference into this Mortgage to the same extent and with the same force as if fully set forth herein.

[NO FURTHER TEXT ON THIS PAGE]

ME1 33229396.1

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as of the date first written above.

SULLIVAN PROPERTIES, L.P., a Delaware limited partnership

By: Sullivan GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Donald Zucker
Title: Manager

State of New York)
) ss:
County of New York)

On the 13 day of May in the year 2020, before me, the undersigned, personally appeared Donald Zucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
[SEAL]

DANIEL F. SULLIVAN
Notary Public, State of New York
No. 02SU4997917
Qualified in Orange County
Commission Expires June 15, 2022

SIGNATURE AND ACKNOWLEDGMENT PAGE
GAP MORTGAGE AND SECURITY AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL I

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 75 feet northerly from the corner formed by the intersection of the easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE northerly along the easterly side of Sullivan Street, 25 feet;

THENCE easterly parallel with the northerly side of Spring Street, 65 feet 11 inches;

THENCE southerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the northerly side of Spring Street, 65 feet 11 inches to the easterly side of Sullivan Street, at the point or place of BEGINNING.

(For Information Only: Block 503, Lot 1 – 97 Sullivan Street, NY, NY)

PARCEL II

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 200 feet northerly from the corner formed by the intersection of the said easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE southeasterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches;

THENCE northeasterly and parallel with the said easterly side of Sullivan Street, 50 feet;

THENCE northwesterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches to the said easterly side of Sullivan Street;

THENCE southwesterly along the said easterly side of Sullivan Street, 50 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 6 – 107 - 109 Sullivan Street, NY, NY)

MEI 33322579v.1

PARCEL III

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 201 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 8 - 111 Sullivan Street, NY, NY)

PARCEL IV

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 176 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 9 – 113 Sullivan Street, NY, NY)

MEI 33327579v.1

PARCEL V

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly and parallel with Prince Street, 100.00 feet to a point;

THENCE southerly and parallel with Sullivan Street, 25.00 feet to a point;

THENCE westerly and parallel with Prince Street, 100.00 feet to a point on the easterly side of Sullivan Street; and

THENCE northerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 10 - 115 Sullivan Street, NY, NY)

PARCEL VI

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the southeasterly corner of Sullivan Street and Prince Street;

RUNNING THENCE easterly along the southerly side of the southerly wall of the premises hereby described and in a line in continuation thereof and parallel with Prince Street, 100 feet;

THENCE northerly and in a line parallel with Sullivan Street, 25.00 feet;

THENCE westerly and in a line parallel with Prince Street and part of the way through a party wall, 100.00 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING. Be the said several distances or dimensions more or less.

(For Information Only: Block 503, Lot 11 – 117 Sullivan Street, NY, NY)

ME1 33327570v.1

PARCEL VII

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 126 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly on a line parallel with Prince Street and part of the distance through a party wall, 100 feet;

THENCE northerly on a line parallel with Sullivan Street, 25 feet;

THENCE westerly on a line parallel with Prince Street, 100 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 12 – 119 Sullivan Street, NY, NY)

ME1 33275796.1

SULLIVAN PROPERTIES, L.P., as mortgagor
(Borrower)

to

STATE FARM REALTY MORTGAGE, L.L.C., as mortgagee
(Lender)

GAP MORTGAGE AND SECURITY AGREEMENT

Dated: as of May 15, 2020

Premises:	97, 107-109, 111, 113, 115, 117 & 119 Sullivan Street, New York, New York
County:	New York
Blocks:	00503
Lots:	0001, 0006, 0008, 0009, 0010, 0011, 0012

DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attention: Jeffrey A. Petit, Esq.

ME1 33327579v.1

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.

2020052000291002002EFC6F

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 50**

Document ID: 2020052000291002 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: AGREEMENT
Document Page Count: 48

PRESENTER:
NEW YORK LAND SERVICES/TO BE PICKED UP
630 THIRD AVENUE- 12TH FLOOR
NEW YORK, NY 10017
212-490-2277
TITLE NO. 20NYM13450

RETURN TO:
MCCARTER & ENGLISH, LLP
ATTN: JEFFREY A. PETIT, ESQ
FOUR GATEWAY CENTER/100 MULBERRY STREET
NEWARK, NJ 07102

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	503	1	Entire Lot		97 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
MANHATTAN	503	6	Entire Lot		107 - 109 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

MANHATTAN **Year:** 1993 **Reel:** 1996 **Page:** 913
☒ Additional Cross References on Continuation Page

PARTIES

PARTY 1:
SULLIVAN PROPERTIES, L.P.
C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET
NEW YORK, NY 10019

PARTY 2:
STATE FARM REALTY MORTGAGE, L.L.C.
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	6,000,000.00
Taxable Mortgage Amount:	$	0.00
Exemption:		255
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:	$	295.00
Affidavit Fee:	$	8.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-26-2020 11:56
City Register File No.(CRFN): **2020000155421**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020052000291002002CFEEF

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 50**

Document ID: 2020052000291002 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: AGREEMENT

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	503	8	Entire Lot	111 SULLIVAN STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	503	9	Entire Lot	113 SULLIVAN STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	503	10	Entire Lot	115 SULLIVAN STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	503	11	Entire Lot	117 SULLIVAN STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	503	12	Entire Lot	119 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

MANHATTAN **Year:** 1995 **Reel:** 2169 **Page:** 96
MANHATTAN **Year:** 1998 **Reel:** 2707 **Page:** 1635
CRFN: 2008000425149
Document ID: 2020052000291001

CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

THIS CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (this "**Mortgage**") is made and executed as of the 15th day of May, 2020, by **SULLIVAN PROPERTIES, L.P.**, a Delaware limited partnership, whose mailing address is c/o The Zucker Organization, 101 West 55th Street, New York, New York 10019, Attn: Mr. Donald Zucker ("**Mortgagor**") to, in favor of and for the benefit of **STATE FARM REALTY MORTGAGE, L.L.C.**, a Delaware limited liability company, whose mailing address is One State Farm Plaza, Bloomington, Illinois 61710 ("**State Farm**"), and pertains to the real estate (the "**Real Estate**") described on Exhibit A attached hereto and made a part hereof.

ARTICLE ONE
RECITALS

1.1 Notes and Mortgages.

State Farm is the owner and holder of certain mortgages covering the fee simple estate of Mortgagor in the Real Estate as are more particularly described in **Exhibit B** attached hereto and made a part hereof (collectively, the "**Existing Mortgages**") and of those certain notes, bonds or other obligations secured thereby (collectively, the "**Existing Notes**"). State Farm is the owner and holder of that certain Gap Mortgage Promissory Note dated as of the date hereof made by Mortgagor to State Farm in the principal sum of $248,814.20 (the "**Gap Note**"), which Gap Note is secured by that certain Gap Mortgage and Security Agreement dated as of the date hereof given by Mortgagor to State Farm (the "**Gap Mortgage**") and intended to be recorded simultaneously herewith in the Office of the City Register of the City of New York. By that certain Consolidated, Amended and Restated Promissory Note dated as of the date hereof made by Mortgagor to State Farm in the principal amount of $6,000,000.00 (the "**Loan**") (such note together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "**Note**") the indebtedness heretofore evidenced by the Existing Notes and the Gap Note is being consolidated, renewed, extended, amended and restated. From the date hereof, the Loan shall be repaid with interest thereon, in monthly installments as set forth in the Note, and the entire unpaid principal balance and all accrued interest thereon shall be due and payable on June 1, 2035 (the "**Maturity Date**").

1.2 Consolidation.

In connection with such consolidation, renewal, extension amendment and restatement of the Existing Notes and the Gap Note, Mortgagor and State Farm desire to consolidate, amend and restate in their entirety the Existing Mortgages and the Gap Mortgage pursuant to the terms and provisions of this Mortgage.

MORTGAGE CONSOLIDATION. The Existing Mortgages and the Gap Mortgage, and the respective liens thereof, are hereby combined and consolidated so that together they shall hereafter constitute in law but one mortgage, a single lien, covering the Secured Property (as defined below) and securing the aggregate consolidated principal sum of the Loan, together with interest thereon as provided in the Note.

OUTSTANDING INDEBTEDNESS. As of the date hereof, the aggregate outstanding indebtedness evidenced by the Note and secured by the Existing Mortgages and the Gap Mortgage, as consolidated and amended and restated hereby, is Six Million and 00/100 ($6,000,000.00), it being understood that no interest under the Note is accrued and unpaid for the period prior to the date hereof, but that interest shall accrue from and after the date hereof at the rate or rates provided in the Note.

RATIFICATION OF NOTE. The Note is hereby ratified and confirmed in all respects by Mortgagor. All principal, interest and other sums of any nature that may or shall become due and payable pursuant to the provisions of the Note shall, subject to the limitations set forth in Section 8.11 hereof, constitute part of the Indebtedness secured hereby. State Farm hereby acknowledges that it is bound by the terms of the Note with respect to prepayment of the Note.

NO RELEASE OR NOVATION. This Mortgage constitutes a consolidation, modification, amendment and restatement of the Existing Mortgages and the Gap Mortgage and is not intended to and shall not extinguish any of the indebtedness of Mortgagor under the Note, the Existing Mortgages, the Gap Mortgage or any other document or instrument executed and delivered in connection therewith in such a manner as would constitute a release or novation of the original indebtedness or obligations of Mortgagor under the Note, the Existing Mortgages, the Gap Mortgage or any of such other documents or instruments, nor shall this Mortgage affect or impair the priority of any liens created thereby, it being the intention of the parties hereto to preserve all liens and security interests securing payment of the Note, which liens and security interests are acknowledged by Mortgagor to be valid and subsisting against the Secured Property and any other security or collateral for the Indebtedness.

RESTATEMENT AND MODIFICATION OF EXISTING MORTGAGES AND GAP MORTGAGE. The terms, covenants and provisions of the Existing Mortgages and the Gap Mortgage as consolidated are hereby modified, amended and restated in their entirety so that henceforth such terms, covenants and provisions shall be replaced by those set forth in this Mortgage, and the Existing Mortgages and the Gap Mortgage, as so consolidated, modified, amended and restated, are hereby ratified and confirmed in all respects by Mortgagor subject to the provisions of this Mortgage. The numbered sections of the Existing Mortgages and the Gap Mortgage and all schedules and exhibits thereto are hereby consolidated, modified, amended and restated to read the same as those set forth in this Mortgage.

1.3 Indebtedness.

As used herein, the term "**Indebtedness**" means (a) the indebtedness evidenced by the Note, including principal, interest and prepayment premium, if any; and (b) all other sums which may at any time be due, owing or required to be paid under the Note, this Mortgage and the other

Loan Documents (as defined in Section 1.3) including, without limitation, sums owing from or required to be paid by Mortgagor as a result of the breach or non-performance of any of the **Obligations** (as defined in Article Two), regardless of whether Mortgagor is personally liable for any such payment.

1.4 Loan Documents.

In addition to this Mortgage and the Note, there have been executed and delivered to and in favor of State Farm certain other loan documents (the Note, this Mortgage and all other documents and instruments, whether now or hereafter existing, which secure or guarantee payment of the Note or are otherwise executed in connection with the Loan, as the same may hereafter be amended, modified, supplemented or replaced from time to time, are collectively referred to herein as the "**Loan Documents**". The Loan Documents include, without limitation, a guaranty (whether one or more, the "**Guaranty**") executed by Donald Zucker (whether one or more, the "**Guarantor**") of even date herewith.

ARTICLE TWO
THE GRANT

In order to secure (i) the payment of the Indebtedness; and (ii) the performance of any of the terms, provisions, covenants, agreements, representations, warranties, certifications and obligations contained herein or under the other Loan Documents (collectively, the "**Obligations**"), regardless of whether Mortgagor is personally liable for such performance and observance, and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by State Farm to Mortgagor, the Recitals hereinabove stated in Article One and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, bargains, sells, assigns, warrants, releases, aliens, transfers, conveys and mortgages to State Farm and its successors and assigns a present and continuing mortgage lien upon and security interest in and to all of the following rights, interests, claims and property (collectively, the "**Secured Property**"):

(a) all the Real Estate described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof;

(b) all buildings, structures and other improvements now or hereafter constructed, erected, installed, placed or situated upon the Real Estate (collectively, the "**Improvements**");

(c) all estate, claim, demand, right, title and interest of Mortgagor now owned or hereafter acquired, including, without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining property; (iv) storm and sanitary sewer,

water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning, developmental rights and approvals, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "**Appurtenances**");

(d) all leasehold estates and the right, title and interest of Mortgagor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into, including any **Major Leases** and **Minor Leases**, each as defined in Section 3.18 (individually, a "**Lease**" and collectively, the "**Leases**");

(e) all rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "**Rents**"); subject, however, to the right, power and authority (the "**License**") granted Mortgagor in the Assignment of Rents and Leases executed by Mortgagor to and in favor of State Farm of even date herewith to collect and apply the Rents as provided therein;

(f) all right, title and interest of Mortgagor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Secured Property, including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Secured Property, now owned or hereafter acquired by Mortgagor (collectively, the "**Contract Rights**");

(g) all general intangibles of Mortgagor, including, without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and proceeds therefrom, rights of action and books and records relating to the Real Estate or Improvements (collectively, the "**Intangible Personal Property**");

(h) all right, title and interest of Mortgagor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate or Improvements (collectively, the "**Tangible Personal Property**");

(i) all proceeds of the conversion, voluntary or involuntary, of any of the Secured Property into cash or other liquidated claims or that are otherwise payable for injury to, or the taking or requisitioning of the Secured Property, including all insurance and condemnation proceeds as provided in this Mortgage (collectively, the "**Proceeds**");

(j) all **Tax and Insurance Deposits** (as defined in Section 3.3);

(k) all of Mortgagor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests described in this Article Two as security for any debt or obligation, it being intended by this provision to divest Mortgagor of the right, power and privilege to hypothecate or encumber, or to grant a mortgage upon or security interest in any of the property hypothecated in or encumbered by this Mortgage, as security for the payment of any debt or performance of any obligation without State Farm's prior written consent (collectively, the "**Right to Encumber**"); and

(l) all other property, rights, interests, estates or claims of every name, kind, character or nature, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights, interests, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties, rights and interests comprising the Secured Property (collectively, the "**Other Rights and Interests**").

Mortgagor agrees that without the necessity of any further act of Mortgagor or State Farm, the lien of and the security interest created in and by this Mortgage shall automatically extend to and include any and all renewals, replacements, substitutions, accessions, products or additions to and proceeds of the Secured Property.

TO HAVE AND TO HOLD the Secured Property unto State Farm, its successors and assigns, forever, free from all rights and benefits under and by virtue of any homestead exemption laws or similar laws of the state or other jurisdiction in which the Secured Property is located (the "**State**") (which rights and benefits are hereby expressly released and waived) for the uses and purposes herein set forth.

MORTGAGOR hereby covenants with and warrants to State Farm and with the purchaser at any foreclosure sale that at the execution and delivery hereof, Mortgagor owns the Secured Property and has a good and indefeasible estate therein in fee simple; that the Secured Property is free from all encumbrances whatsoever (and any claim of any other **Person** (as defined below) thereto) other than those encumbrances expressly permitted by State Farm in writing (or as set forth in Schedule B of the loan title insurance policy in the principal amount of the Loan, issued to State Farm on the date hereof in anticipation of the recording of this Mortgage); that Mortgagor has good and lawful right to sell, convey, mortgage and encumber the Secured Property; and that Mortgagor and its successors and assigns shall forever warrant and defend the title to the Secured Property against all claims and demands whatsoever. As used herein, "**Person**" means any natural person, corporation, limited liability company, partnership,

firm, association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

PROVIDED, HOWEVER, that if and when Mortgagor has paid all of the Indebtedness and has strictly performed and observed all of the agreements, terms, conditions, provisions and warranties contained in this Mortgage and in all of the other Loan Documents, the estate, right, title and interest of State Farm in and to the Secured Property shall cease and shall be released at the cost of Mortgagor, but otherwise shall remain in full force and effect.

ARTICLE THREE
GENERAL AGREEMENTS

To protect the security of this Mortgage, Mortgagor further covenants and agrees as follows:

3.1 Recitals.

The recitals set forth above are true and correct and are material provisions of this Mortgage.

3.2 Payment of Indebtedness.

Mortgagor shall pay promptly the Indebtedness at the times and in the manner provided in the Loan Documents. All such sums payable by Mortgagor shall be paid without demand, counterclaim, offset, deduction or defense. Mortgagor hereby waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

3.3 Other Payments.

(a) In addition to the monthly installment payments required by the Note, Mortgagor shall pay to State Farm (or its designee) the following sums on a monthly basis until the Indebtedness is fully paid (collectively, the "**Tax and Insurance Deposits**"):

(i) a sum equal to one-twelfth (1/12th) of the annual **Taxes** (as defined in Section 3.5) next due on the Secured Property, all as estimated by State Farm (the "**Tax Deposits**"); and

(ii) a sum equal to one-twelfth (1/12th) of the annual premium or premiums next payable for the insurance herein required to be maintained on or with respect to the Secured Property (the "**Insurance Deposits**").

(b) Should the total Tax and Insurance Deposits on hand not be sufficient to pay all of the Taxes and insurance premiums, together with all penalties and interest thereon, when the same become due and payable, Mortgagor shall pay to State Farm promptly on demand any amount necessary to make up the deficiency. If the total of such Tax and Insurance Deposits

exceeds the amount required to pay the Taxes and insurance premiums, such excess shall be credited on subsequent payments to be made for such items.

(c) All such Tax and Insurance Deposits:

(i) shall be held by State Farm or a depository designated by State Farm with no obligation to segregate such payments and without any obligation arising for the payment of any interest thereon;

(ii) shall be applied by State Farm for the purposes for which made (as herein provided) subject, however, to the security interest granted State Farm therein pursuant to Article Two; and

(iii) shall not be subject to the direction or control of Mortgagor.

(d) Provided that no **Event of Default** (as defined in Section 4.1) exists and there are sufficient funds in the Tax and Insurance Deposits, State Farm agrees to make the payment of the Taxes or insurance premiums with reasonable promptness following its receipt of appropriate tax and/or insurance bills therefor, or, alternatively, upon presentation by Mortgagor of receipted (i.e. paid) tax and/or insurance bills therefor, State Farm shall reimburse Mortgagor for such Taxes and insurance premium payments made by Mortgagor.

(e) Upon the occurrence of an Event of Default, State Farm may, at its option, without being required to do so, apply any Tax and Insurance Deposits on hand to the payment of any of the Indebtedness, in such order and manner as State Farm may elect. When the Indebtedness has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor.

3.4 Maintenance, Repair, Restoration, Prior Liens.

Mortgagor shall and hereby agrees to:

(a) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or destroyed, provided the proceeds of insurance are made available to Mortgagor pursuant to Section 3.10 hereof, with all replacements being at least equal in quality and condition as existed prior thereto, free from any security interest therein, encumbrances thereon or reservation of title thereto;

(b) keep the Improvements in good condition and repair, without waste and free from mechanics', materialmen's or similar or other liens or claims of lien;

(c) complete, within a reasonable time, any Improvements now or hereafter in the process of construction upon the Real Estate;

https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020052000291002 9/67

(d) comply with all statutes, rules, regulations, orders, decrees and other requirements of any governmental body, whether federal, state or local, having jurisdiction over the Secured Property and the use thereof and observe and comply with, or cause to be complied with, any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Secured Property or its use and occupancy;

(e) make no material alterations in or to the Improvements, except as required in subsection (d) hereof or otherwise with the prior written consent of State Farm and in conformity with all applicable laws; provided, however, upon written notice to State Farm, Mortgagor may make (i) such alterations required by the terms of any Major Lease provided that State Farm has previously reviewed and approved such Major Lease; and (ii) non-structural repairs costing in the aggregate less than $100,000 in any calendar year;

(f) not suffer nor permit any change in the general nature of the occupancy of the Improvements without the prior written consent of State Farm;

(g) pay when due all operating costs of the Improvements;

(h) not initiate nor acquiesce in any zoning reclassification with respect to the Secured Property without the prior written consent of State Farm; and

(i) forever warrant and defend its title to the Secured Property and the validity, enforceability and priority of the mortgage lien and security interests granted in and by this Mortgage and the other Loan Documents against the claims and demands of all Persons.

3.5 Property Taxes and Contest of Liens.

Notwithstanding the Tax and Insurance Deposits required by Section 3.3, Mortgagor shall be responsible for the payment, when first due and owing and before delinquency and before any penalty attaches, of all real estate and personal property taxes and assessments (general or special), water charges, sewer charges and any other charges, fees, taxes, claims, levies, charges, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise, that may be levied, assessed or asserted against the Secured Property or any part thereof or interest therein (collectively, "**Taxes**"). Notwithstanding anything contained herein to the contrary, Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any Taxes as well as any mechanics', materialmen's or other liens or claims of lien upon the Secured Property (collectively, the "**Contested Liens**"), provided that:

(a) such contest shall have the effect of preventing the collection of the Contested Liens and the sale or forfeiture of the Secured Property or any part thereof or interest therein to satisfy the same; and

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(b) Mortgagor shall first notify State Farm in writing of the intention of Mortgagor to contest the same before any Contested Liens have been increased by any interest, penalties or costs.

3.6 Tax and Lien Payments by State Farm.

(a) Upon the failure of Mortgagor to pay the Tax Deposits as required in Section 3.3 or, in the event said payments are waived by State Farm, to pay the Taxes required to be paid in Section 3.5 above (unless Mortgagor is contesting the Taxes as provided in Section 3.5 above), State Farm is authorized, in its sole discretion, to make any payment of Taxes in accordance with any tax bill or statement from the appropriate public office without inquiry into the accuracy or validity of any Taxes, sales, forfeiture of title or claim relating thereto.

(b) State Farm is also authorized, in the place and stead of Mortgagor, to make any payment relating to any apparent or threatened adverse title, lien, claim of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose but not enumerated in this Section, whenever, in State Farm's judgment and discretion, such payment seems necessary to protect the full security intended to be created by this Mortgage.

(c) All such payments authorized by this Section 3.6 that are not promptly reimbursed by Mortgagor shall constitute additional Indebtedness and shall be immediately due and payable by Mortgagor to State Farm upon demand with interest at the **Default Rate** (as defined in the Note) from the date of such payment.

3.7 Insurance.

(a) Mortgagor shall insure and keep insured the Secured Property and each and every part thereof against such perils and hazards as State Farm may from time to time require, and in any event including:

(i) Property insurance insuring against all risks of loss to the Secured Property customarily covered by "Causes of Loss—Special Form" policies (also known as "all risk" insurance) in an amount at least equal to the full replacement cost of all Improvements, without deduction for physical depreciation and with (A) a standard mortgagee's endorsement clause; (B) a maximum deductible of $10,000.00; and (C) either an agreed amount endorsement (to avoid the operation of any coinsurance provisions) or a waiver of any coinsurance provisions;

(ii) Commercial general liability insurance on an occurrence basis to afford protection for bodily injury, death and property damage in an amount of not less than the greater of (A) One Million Dollars ($1,000,000); or (B) the highest amount of coverage required to be carried by the landlord under the terms of the Major Leases;

(iii) Steam boiler, machinery and pressurized vessel insurance (if applicable to the Improvements);

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(iv) If the Secured Property is occupied by a tenant or tenants, rent loss insurance in an amount sufficient to cover loss of rents from the Secured Property for a minimum of twelve (12) months or, in the alternative, if the Secured Property is occupied by Mortgagor, business interruption insurance in an amount sufficient to cover loss of gross earnings from the Secured Property for a minimum of twelve (12) months;

(v) If any building or other structure on the Secured Property is situated in an area now or hereafter designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area" (Zone A or Zone V), evidence of flood insurance in an amount equal to the least of (A) the minimum amount required under the terms of the coverage to compensate for any damage or loss on a full replacement cost basis; (B) the unpaid principal balance of the Indebtedness; or (C) the maximum limit of coverage available for the Secured Property under the National Flood Insurance Program; provided, however, that, in the event the unpaid principal balance of the Indebtedness is less than 80% of the replacement cost under subsection (A), the flood insurance coverage shall be in an amount equal to the lesser of the amounts set forth in subsections (A) or (C). The policy shall name State Farm as the first mortgagee under a standard mortgagee's endorsement clause;

(vi) Either affirmative coverage for acts of terrorism in its property and liability insurance or evidence that coverage for acts of terrorism is not excluded from its property and liability insurance;

(vii) Either affirmative coverage for windstorm and named storms in its property insurance or evidence that coverage for windstorm and named storms is not excluded from its property insurance; and

(viii) Such other insurance coverages on the Secured Property as required by State Farm; provided so long as no Event of Default has occurred and is continuing, such requirements shall only be imposed if they are also imposed by State Farm on similarly-situated borrowers.

(b) Insurance policies required by this Section 3.7 shall:

(i) be in amounts and form and issued by companies satisfactory to State Farm and shall comply with all provisions of this Mortgage;

(ii) contain endorsements naming State Farm as first mortgagee under a standard mortgagee clause under the required property, steam boiler and rent loss insurance policies and as an additional insured for the commercial general liability insurance policy;

(iii) contain endorsements providing for not less than thirty (30) days written notice to State Farm prior to any cancellation, non-renewal or termination;

(iv) permit State Farm to pay any premium within fifteen (15) days after its receipt of notice stating that such premium has not been paid when due;

(v) require that settlement of any claim under any of the referenced policies shall require State Farm's prior written approval; and

(vi) contain exclusions to coverage acceptable to State Farm.

(c) The policy or policies of such insurance or certificates of insurance evidencing the required coverage shall be delivered to State Farm.

(d) Mortgagor shall not purchase separate insurance policies concurrent in form or contributing in the event of loss with those policies required to be maintained under this Section 3.7.

3.8 Insurance Premium Payment by State Farm, Use of Proceeds.

(a) In the event Mortgagor fails to make the Insurance Deposits as required by Section 3.3, or if such Insurance Deposits have been waived, upon State Farm's receipt of written notice (i) of an unpaid insurance premium; (ii) of a termination or cancellation of any required insurance policy; or (iii) that a required insurance policy is not to be renewed and Mortgagor fails to provide replacement coverage at least fifteen (15) days prior to the termination of existing coverage, State Farm may, at its option, procure and substitute another policy of insurance in the amount required pursuant to the foregoing terms of this Mortgage with such companies as State Farm may select, the cost of which shall be paid by Mortgagor upon demand should the amount available from the Insurance Deposits be insufficient to pay the premium therefor. All sums paid by State Farm in procuring said insurance that are not promptly reimbursed by Mortgagor shall be additional Indebtedness and shall be immediately due and payable without notice, with interest thereon at the Default Rate from the date of such payment.

(b) In the event of any damage to or destruction of the Improvements or any part thereof, Mortgagor shall promptly notify State Farm and take such action necessary to preserve the undamaged portion of the Improvements. If at the time of such damage and destruction,

(i) no Event of Default is in existence;

(ii) the damage is such that it can be reasonably repaired within the time provided in the Leases so as to preclude a material reduction in the rental income from the Secured Property (after application of any rental insurance proceeds), or Mortgagor obtains written commitments in form and substance reasonably satisfactory to State Farm from tenants to lease space, upon completion of repairs, in the Secured Property at aggregate rentals equal to or exceeding the debt service of the Loan and the general operating expenses of the Secured Property;

(iii) the Proceeds are less than the outstanding Indebtedness under the Loan;

(iv) the casualty insurer has not denied liability for payment of Proceeds as a result of any act, neglect, use or occupancy of the Secured Property by Mortgagor or any tenant of the Secured Property;

(v) the Real Estate and/or Improvements can be restored to the condition at least equal to the condition in which they existed at the closing of the Loan (with any post-closing improvements included in such **Restoration** (as defined in this Section 3.8)); and

(vi) if required by State Farm, a satisfactory report addressed to State Farm from an environmental engineer or other qualified professional reasonably satisfactory to State Farm certifies that no adverse environmental impact to the Secured Property has resulted from the casualty;

then, any Proceeds paid to State Farm in connection with such damage or destruction, after deducting therefrom any expenses, including without limitation reasonable attorneys' fees, actually incurred by State Farm in protecting the undamaged portion of the Improvements and in the collection of the Proceeds (the "**Collection Expenses**"), shall be applied by State Farm to the cost of restoring, repairing, replacing or rebuilding (herein generally called "**Restoration**") the Real Estate and/or Improvements or any part thereof as set forth in Section 3.10.

Otherwise, in State Farm's sole discretion, all Proceeds, less Collection Expenses, shall be applied: (A) to the installments of the Indebtedness in the inverse order of their maturity; or (B) to the cost of Restoration as set forth in Section 3.10.

(c) If State Farm applies the Proceeds to the installments of the Indebtedness in the inverse order of their maturity, and provided the Indebtedness has not been accelerated as a result of an Event of Default, no premium or fee shall be payable in connection with any prepayment of the Indebtedness from the Proceeds. In addition, if the Proceeds are applied to the Indebtedness pursuant to the preceding sentence, and provided the Indebtedness has not been accelerated as a result of an Event of Default, Mortgagor may, at its option, pay the remaining Indebtedness in full (but not in part) without a premium or fee at any time within one hundred eighty (180) days after the date of such application.

3.9 Condemnation.

(a) Mortgagor shall give State Farm prompt notice of any proceedings, instituted or threatened, seeking condemnation or taking by eminent domain or any like process (a "**Taking**") of all or any part of the Real Estate or Improvements including any easement thereon or appurtenance thereto (including severance of, consequential damage to or change in grade of streets) and shall deliver to State Farm copies of any and all papers served in connection with any such proceeding.

(b) Mortgagor hereby assigns, transfers and sets over unto State Farm the entire Proceeds of any and all awards resulting from any Taking. State Farm is hereby authorized to

collect and receive from the condemnation authorities the entire Proceeds and is further authorized to give appropriate receipts and acquittances therefor.

(c) In the event of any such Taking, any and all such Proceeds shall be applied, after deducting therefrom any Collection Expenses, in State Farm's sole discretion but subject to the further terms of this Section 3.9, to: (i) the installments of the Indebtedness in the inverse order of their maturity; or (ii) the cost of Restoration pursuant to Section 3.10.

(d) If (i) the Proceeds of any Taking exceed the greater of (A) $500,000; or (B) 5% of the then value of the Secured Property (as determined by an M.A.I. Appraisal obtained by State Farm at the cost and expense of Mortgagor) but are less than the outstanding Indebtedness under the Loan as of the date of such Taking and are received at least two years prior to the Maturity Date; (ii) the requirements stated in Sections 3.8(b)(i), (ii) and (v) above are satisfied; and (iii) in State Farm's reasonable judgment, the remainder of the Secured Property can be operated (A) as an economically viable project at substantially the same level of operations which existed immediately prior to the Taking; and (B) at the functional equivalent of its condition (considering, without limitation, the effect of the Taking on the remaining leasable area, parking and access) prior to the Taking (the "**Viability Requirements**"); then, such Proceeds, after deducting therefrom the Collection Expenses, shall be applied to the cost of Restoration pursuant to Section 3.10.

(e) If (i) the Proceeds of any Taking do not exceed the greater of (A) $500,000; or (B) 5% of the then value of the Secured Property (as determined by an M.A.I. Appraisal obtained by State Farm at the cost and expense of Mortgagor); (ii) no Event of Default is in existence on the date of such Taking; and (iii) the Viability Requirements are met; then, such Proceeds, after deducting therefrom the Collection Expenses, shall be applied to the cost of Restoration pursuant to Section 3.10.

(f) If State Farm applies the Proceeds to the installments of the Indebtedness in the inverse order of maturity, and provided the Indebtedness has not been accelerated as a result of an Event of Default, no premium or fee shall be payable in connection with any prepayment of the Indebtedness from the Proceeds. In addition, if the Proceeds are applied to the Indebtedness because State Farm has determined that the Viability Requirements have not been satisfied, and provided the Indebtedness has not been accelerated as a result of an Event of Default, Mortgagor may, at its option, pay the remaining Indebtedness in full (but not in part) without a premium or fee at any time within one hundred eighty (180) days after the date of such application.

(g) Notwithstanding anything contained herein to the contrary, in the event that the Taking is, in State Farm's determination, of such a nature that the Real Estate and the Improvements will not require Restoration, all Proceeds, after deducting therefrom the Collection Expenses, shall be applied in State Farm's sole discretion to installments of Indebtedness in the inverse order of their maturity, and provided the Indebtedness has not been accelerated as a result of an Event of Default, no premium or fee shall be payable in connection with any prepayment of the Indebtedness from the Proceeds.

3.10 Restoration Using Proceeds.

(a) In the event State Farm elects (or is required hereby) to make any Proceeds available for Restoration, Mortgagor shall complete, in form and with supporting documentation reasonably required by State Farm, an estimate of the cost to repair or to restore the Real Estate and Improvements to the condition at least equal to the condition in which they existed prior to such damage, destruction or Taking (considering, without limitation, the effect of the Taking on the remaining leasable area, parking and access), free from any security interest in, lien or encumbrance on, or reservation of title to, such Real Estate and Improvements.

(b) The Proceeds and, if applicable, other amounts payable by Mortgagor to State Farm necessary to complete Restoration shall be held by State Farm or if State Farm so desires, a disbursing agent selected by State Farm. Said Proceeds may be invested using Mortgagor's taxpayer identification number in an interest bearing account mutually acceptable to Mortgagor and State Farm. The reasonable costs and expenses of administering disbursements shall be paid by Mortgagor. In the event the amount of the Proceeds are insufficient to cover the cost of Restoration, Mortgagor shall pay to State Farm upon demand the cost of Restoration in excess of the Proceeds, such excess to be held by State Farm with the Proceeds.

(c) Subject to State Farm's right to limit the number of disbursements, the Proceeds shall be disbursed from time to time upon State Farm's receipt of architect's certificates, waivers of lien, contractor's sworn statements and such other evidence as State Farm or any disbursing agent may reasonably require to verify the cost and fact of the completion of the work included in said disbursement. Under no circumstances shall any portion of the Proceeds be released until State Farm has been reasonably assured that the Proceeds remaining after the requested disbursement will be sufficient to complete Restoration. No payment of Proceeds made prior to the final completion of Restoration shall exceed ninety percent (90%) of the value of the work performed from time to time. Any Proceeds remaining after Restoration shall be applied against the installments of Indebtedness in the inverse order of their maturity (without prepayment premium or fee).

3.11 Restrictions on Transfer.

(a) Without the prior written consent of State Farm:

(i) Mortgagor shall not create, effect, contract for, commit or consent to, nor shall Mortgagor suffer or permit, any sale, conveyance, transfer, assignment, collateral assignment, lien, pledge, mortgage, security interest or other hypothecation, encumbrance or alienation (or any agreement to do any of the foregoing) (the foregoing being herein collectively, called a "**Transfer**") of the Secured Property, or any interest therein or title thereto (excepting, however, the sale or other disposition of **Collateral** (as defined in Section 6.1) no longer useful in connection with the operation of the Secured Property ("**Obsolete Collateral**"); provided, however, that prior to the sale or other disposition of Obsolete Collateral, such Obsolete Collateral shall have been replaced by Collateral of at least equal value and utility which is

subject to the first and prior lien of this Mortgage, and further provided that nothing herein shall affect Mortgagor's rights with respect to Contested Liens;

(ii) Mortgagor shall not fail to pay or cause to be paid when the same shall become due all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a lien on the Real Estate or Improvements or on the Rents arising therefrom except as permitted under Section 3.5;

(iii) if Mortgagor is a land trustee ("**Trustee Mortgagor**"), any beneficiary of Mortgagor shall not Transfer such beneficiary's beneficial interest in Mortgagor, it being specifically agreed that such beneficiary may not obtain mezzanine financing secured by beneficiary's beneficial interest or otherwise;

(iv) if Mortgagor or any beneficiary of a Trustee Mortgagor is a corporation or limited liability company, any shareholder of such corporation or member of such limited liability company shall not Transfer any such shareholder's shares of such corporation or member's membership interest in such limited liability company (provided, however, that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "Over The Counter" market, this subsection (iv) shall be inapplicable), it being specifically agreed that any such shareholder or member may not obtain mezzanine financing secured by such shareholder's shares or member's membership interest or otherwise;

(v) if Mortgagor or any beneficiary of a Trustee Mortgagor is a partnership or joint venture, any general partner of such partnership or joint venturer of such joint venture shall not Transfer any such general partner's interest in such partnership or joint venturer's interest in such joint venture, it being specifically agreed that any such general partner or joint venturer may not obtain mezzanine financing secured by such partner's partnership interest or joint venturer's joint venture interest or otherwise; or

(vi) there shall not be any change in control (by way of Transfers of stock ownership, membership interests, partnership interests or otherwise) in any corporation, limited liability company or partnership constituting or included within Mortgagor which directly or indirectly controls any corporation, limited liability company or partnership constituting or included within Mortgagor that results in a material change in the identity of the Person(s) in control of such entity.

(b) The foregoing provisions of this Section 3.11 shall not apply (i) to liens securing the Indebtedness; or (ii) to the lien of current Taxes not in default. The provisions of this Section 3.11 shall be operative with respect to, and shall be binding upon, any Person who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Secured Property, or such beneficial interest (whether stock, membership interest, partnership or joint venture interest or other beneficial interest) in Mortgagor or any beneficiary of a Trustee Mortgagor. Any waiver by State Farm of the provisions of this Section 3.11 must be in writing and shall not be deemed to be a waiver of the right of State Farm in the future to insist upon strict compliance with the provisions of this Section 3.11.

(c) Upon the Transfer, without the prior written consent of State Farm, of (i) all or any part of the Secured Property; or (ii) any beneficial interest in Mortgagor if such Transfer is prohibited by Section 3.11 above, State Farm may, at its option, declare all of the sums secured by this Mortgage to be immediately due and payable.

(d) Notwithstanding anything contained herein to the contrary, prior written consent shall not be required for, and the right to accelerate the debt or increase the Note Rate shall not apply to, any Transfer of an interest in Mortgagor by any partner, member shareholder or beneficiary, as applicable, of Mortgagor where such Transfer: (i) results from death; (ii) is a Transfer made among the present partners, members, shareholders or beneficiaries, as applicable; or (iii) which is made to immediate family members (spouses and children) or entities which are 100% owned by such family members or family trusts solely for the benefit of such family members for estate planning purposes. Any such Transfer shall be subject to the following conditions:

(i) Except for death, not less than thirty (30) days prior written notice of such proposed Transfer shall be delivered to State Farm, together with (A) a description of the proposed sale or Transfer, including a description of the nature and amount(s) of beneficial ownership interests proposed to be sold or transferred and a description of who owns the remainder not being transferred; (B) documentation related to the proposed transferee as required by State Farm in its sole and absolute discretion including, without limitation, organizational documents, certificates of existence and final ownership allocations; (C) copies of the Transfer documents pursuant to which the proposed Transfer is to be effected; and (D) any additional information reasonably requested by State Farm regarding the proposed Transfer and/or transferee;

(ii) Any such proposed sale or Transfer shall not be permitted to any Person who or which on the date of the proposed Transfer is in a bankruptcy, insolvency, reorganization or any other similar court or administrative proceeding;

(iii) No Event of Default shall be in existence under any of the Loan Documents on the date of such proposed sale or Transfer;

(iv) Any such sale or Transfer, if and when consummated, shall not release any Person from any liability or obligation to which it is otherwise liable or obligated, if any, under the terms of the Loan Documents;

(v) Mortgagor shall pay all of State Farm's reasonable expenses relating to the review and/or preparation of any documentation related to the proposed Transfer, including, without limitation, the reasonable fees and expenses of State Farm's outside counsel; and

(vi) After any such transfer, Donald Zucker or a "Permitted Family Transferee" must maintain at least a 51% ownership and controlling interest in the Mortgagor. A "Permitted Family Transferee" shall consist of Donald Zucker and/or the Estate of Donald Zucker

and/or the immediate family members of Donald Zucker and/or trusts, corporations, limited liability companies, partnerships or other entities comprised of all or any of the foregoing.

(e) As used in Section 3.11(d) above and if Mortgagor is comprised of more than one entity, a "Transfer of an interest in Mortgagor" shall also include a Transfer of undivided interests in the Secured Property to other entities comprising Mortgagor, subject to the same qualifications and limitations, and satisfaction of the same requirements, set forth in Section 3.11(d) with respect to Transfers of beneficial interests in entities.

3.12 State Farm's Dealings with Transferee.

In the event State Farm gives its written consent to a sale or Transfer of all or any part of the Secured Property, whether by operation of law, voluntarily or otherwise, State Farm shall be authorized and empowered to deal with the Person to whom the Secured Property or any part thereof shall have been transferred with regard to the Secured Property, the Indebtedness and any of the terms or conditions of this Mortgage as fully and to the same extent as it might with the original Mortgagor, without in any way releasing or discharging the original Mortgagor from any of its covenants under this Mortgage and without waiving State Farm's right of acceleration of the maturity of the Indebtedness as provided in this Mortgage or the Note.

3.13 Change in Tax Laws.

In the event of any change in, or change in the interpretation of, any applicable law regarding (a) the taxation of mortgages, deeds of trust or other security instruments or the debts secured thereby; or (b) the manner in which such taxes are collected, which change adversely affects State Farm, this Mortgage or any other Loan Document or the Indebtedness, Mortgagor shall promptly pay any such tax and otherwise compensate State Farm to the extent of such detriment; provided, however, that if Mortgagor fails to make such payment or if any such law prohibits Mortgagor from making such payment or would penalize State Farm in the event of such payment, State Farm may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness secured hereby to be and become due and payable, without any prepayment premium or fee, within sixty (60) days from the giving of such notice.

3.14 Inspection of Secured Property.

Mortgagor hereby grants to State Farm, its agents, employees, consultants and contractors the right, subject to the rights of tenants, to enter upon the Secured Property upon reasonable prior notice (except in the case of emergencies) for the purpose of making any and all inspections, reports, tests, inquiries and reviews as State Farm (in its sole and absolute discretion) deems necessary to assess the then current condition of the Secured Property or for the purpose of performing any other acts which State Farm is authorized to perform under this Mortgage or under the Environmental Indemnification Agreement executed by Mortgagor and Guarantor (if applicable) in connection with the Loan (the "**Environmental Indemnification Agreement**"). Mortgagor will cooperate with State Farm to facilitate each such entry and the accomplishment of such purposes.

3.15 Operating and Financial Statements.

Mortgagor shall deliver, or cause to be delivered, to State Farm the following:

(a) Within sixty (60) days after the close of each six-month period in each fiscal year of Mortgagor during the term of the Loan: (i) semi-annual operating statements showing all elements of income and expense of the Secured Property dated as of the last day of such period; and (b) a current rent roll for the Secured Property, which shall include gross sales of each tenant, if any, paying percentage rentals; and

(b) Within one hundred twenty (120) days after the close of each fiscal year of Mortgagor and any Guarantor, annual financial statements (consisting of a balance sheet and an income and expense statement) for Mortgagor and such Guarantor; provided that in the case of Guarantor Donald Zucker, Guarantor may provide in lieu of such financial statements, within one hundred eighty (180) days after the end of each fiscal year of Guarantor, a letter (the "**Guarantor Financial Certification**") signed by Guarantor and by either Guarantor's Certified Public Accountant or the Chief Financial Officer of Guarantor's organization, certifying Guarantor's net worth and Guarantor's liquidity, in form reasonably acceptable to State Farm; and

(c) Within one hundred twenty (120) days after the close of each fiscal year of Mortgagor, annual financial statements (consisting of a balance sheet and an income and expense statement) for any tenant under a Lease that provides that such tenant may self-insure on any insurance otherwise required to be obtained by Mortgagor under this Mortgage, provided that this requirement shall not apply to tenants under residential leases; and

(d) Promptly after receipt thereof, any financial statements received by Mortgagor from any tenant under a Major Lease, provided that this requirement shall not apply to tenants under residential leases; and

(e) After written request therefor, Mortgagor shall promptly deliver to State Farm such other information (financial or otherwise) concerning the condition of the Secured Property, Mortgagor and Guarantor, or its or their constituent entities that State Farm may reasonably request.

All such statements and information shall be prepared in accordance with generally accepted accounting principles consistently applied, shall otherwise be satisfactory to State Farm and shall be certified by an authorized Person, member, partner or officer of Mortgagor or Guarantor approved by State Farm. State Farm and its representatives shall have the right, at all reasonable times and upon reasonable notice, to examine and make copies of Mortgagor's plans, books, records, income tax returns and all supporting data concerning Mortgagor or the Secured Property. Mortgagor will assist State Farm and its representatives in conducting any such examination.

3.16 Declaration of Subordination.

At the option of State Farm, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any Award) to any and all Leases of all or any part of the Secured Property upon the execution by State Farm and recording thereof, at any time hereafter and in the appropriate official records of the county wherein the Real Estate is situated, of a unilateral declaration to that effect.

3.17 Usury.

State Farm intends that Mortgagor shall not be required to pay, and State Farm shall not be entitled to receive or collect, interest in excess of the maximum legal rate permitted under applicable usury laws. In the event State Farm or any court determines that any charge, fee or interest paid or agreed to be paid in connection with the Loan may, under applicable usury laws, cause the interest rate on the Loan to exceed the maximum rate permitted by law, such charges, fees or interest shall be reduced to the maximum rate permitted by law and any amounts actually paid in excess of such maximum rate permitted by law shall, at State Farm's option, be applied by State Farm to reduce the outstanding principal balance of the Loan without any prepayment premium or fee or repaid by State Farm directly to Mortgagor.

3.18 Lease Obligations.

(a) As further security for the payment of the Indebtedness, Mortgagor has, pursuant to this Mortgage and by separate Assignment of Rents and Leases of even date herewith, sold, transferred and assigned to State Farm, its successors and assigns, all of Mortgagor's right, title and interest, as landlord, in, to and under the Leases.

(b) The following definitions shall be applicable to all Leases of the Secured Property now or hereafter existing:

(i) "**Major Leases**": As used herein, the term "Major Leases" shall not be applicable.

(ii) "**Minor Leases**": Leases that are not Major Leases; provided, however, if any Minor Lease, after modification, meets the definition of a Major Lease, such Minor Lease shall thereupon become a Major Lease.

(c) State Farm shall have the right to impose a **Servicing Fee** (as defined in Section 7.15) in connection with the review of any documentation submitted for State Farm's approval hereunder. Mortgagor shall also be responsible for the payment of all reasonable fees and expenses of State Farm's outside counsel in the event State Farm, in its sole discretion, shall determine that the assistance of outside counsel is necessary or appropriate.

(d) Mortgagor covenants and agrees to keep, observe and perform and to require all tenants of the Secured Property to keep, observe and perform in all material respects all the covenants, agreements and provisions of any present or future Leases of the Secured Property on

their respective parts to be kept, observed and performed. If Mortgagor shall neglect or refuse to so perform or fail to require such tenants to so perform, State Farm may, at its option, itself perform and comply or require performance or compliance by such tenants with any such Lease covenants, agreements and provisions. Any sums expended by State Farm in performance of or compliance with such Leases or in enforcing performance of or compliance with such Leases by the tenants, including costs and expenses and reasonable attorneys' fees, shall be paid to State Farm by Mortgagor upon demand with interest thereon at the Default Rate from the date of such payments and, in the absence of such payment, all such sums shall be deemed to be and become part of the Indebtedness secured by this Mortgage.

(e) Mortgagor expressly covenants and agrees that if Mortgagor, as landlord under the Major Leases:

(i) fails to perform and fulfill any material term, covenant, condition or provision in any Major Lease on its part to be performed or fulfilled, at the times and in the manner provided in such Major Lease;

(ii) does or permits to be done anything to impair the value of any Major Lease as security for the Indebtedness, including, without limitation, voluntary surrender or termination;

(iii) fails to enforce all of the material terms, covenants and conditions required to be performed by a tenant under any Major Lease;

(iv) fails to pursue its remedies under any Major Lease (short of voluntary surrender or termination) following a breach or default by the tenant thereunder; or

(v) without State Farm's prior written consent, permits or approves an assignment by any tenant under any Major Lease or a subletting of all or any part of the Secured Property demised in any Major Lease (other than in accordance with the terms of the applicable Major Lease previously approved by State Farm);

then, upon the occurrence of any such actions or inactions referenced in (i) through (v) above, at the option of State Farm, and with written notice to Mortgagor, an Event of Default shall be deemed to have occurred hereunder and at the option of State Farm, all unpaid Indebtedness secured by this Mortgage shall, notwithstanding anything in the Note, this Mortgage or the other Loan Documents to the contrary, become due and payable as in the case of other Events of Default.

(f) So long as Mortgagor is not in default beyond any applicable grace periods under this Mortgage or any other Loan Documents, State Farm agrees to enter into a subordination, non-disturbance and attornment agreement with such tenants as Mortgagor may request in writing, provided: (i) the form of such subordination, non-disturbance and attornment agreement shall be State Farm's then current form subject to revisions as may be accepted by State Farm in State Farm's commercially reasonable discretion or such other form as State Farm

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may approve in its commercially reasonable discretion; and (ii) Mortgagor shall be responsible to pay State Farm a reasonable administrative processing fee as more particularly set forth in Section 7.15 hereof.

3.19 Environmental Compliance.

Mortgagor hereby agrees to comply and cause all tenants of the Secured Property to comply with any and all federal, state or local laws, rules and regulations relating to environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("**CERCLA**"), as amended by the Superfund Amendments and Reauthorization Act of 1986 and such other legislation, rules and regulations as are in or may hereafter come into effect and apply to Mortgagor, State Farm, the Loan or the Secured Property or any occupants thereof, whether as lessees, tenants, licensees or otherwise. Mortgagor shall defend, indemnify and save and hold State Farm harmless from and against any and all claims, costs or expenses relating to such environmental protection provisions notwithstanding any exculpatory or limitation of liability provisions contained in this Mortgage and the other Loan Documents.

3.20 Further Assurances.

(a) Mortgagor shall do all acts necessary to keep valid and effective the liens and security interests created by this Mortgage and the security intended to be afforded by the Loan Documents and to carry into effect their objectives.

(b) Without limiting the generality of the foregoing, Mortgagor shall promptly and, insofar as not contrary to applicable law, at Mortgagor's expense, execute, record, rerecord, file and refile in such offices, at such times and as often as may be necessary, this Mortgage, additional mortgages, security agreements and every other instrument in addition to or supplemental hereto, including applicable financing statements, continuation statements, affidavits or certificates as may be necessary to create, perfect, maintain, continue, extend and/or preserve the liens, encumbrances and security interests intended to be granted and created in and by the Loan Documents and the rights and remedies of State Farm and Mortgagor thereunder. Upon request of State Farm, Mortgagor shall promptly supply evidence of fulfillment of the foregoing acts and further assurances.

(c) In the event of any conflict, inconsistency or ambiguity between the provisions of this Mortgage and the provisions of subsection 4 of Section 254 of the Real Property Law of the State of New York covering the insurance of buildings against loss by fire, the provisions of this Mortgage shall control.

(d) All costs arising from construction of any improvements erected on, under or over the Real Estate and the purchase of all equipment located on the Secured Property have been paid in full to the extent the same may constitute a lien on the Secured Property.

3.21 Change of Name, Identity or Structure.

Except as may be expressly set forth in this Mortgage, without giving State Farm at least thirty (30) days prior written notice, Mortgagor shall not change: (a) its jurisdiction of organization; (b) the location of its place of business (or chief executive office if more than one place of business); or (c) its name or identity (including its trade name or names). In addition, if Mortgagor is an entity, other than as may be permitted in Section 3.11, Mortgagor shall not change its structure or legal status without first obtaining the prior written consent of State Farm.

3.22 Substitute Guarantor.

Within one hundred eighty (180) days after the death of any individual Guarantor, or within ninety (90) days after the dissolution or cessation of business of an entity Guarantor (such entity Guarantor being herein called a "dissolved Guarantor"), Mortgagor shall propose in writing to State Farm the name of a Person to act as a successor guarantor (the "**Successor Guarantor**") and to assume all of the obligations and liabilities of the deceased or dissolved Guarantor under the Loan Documents, including, without limitation, the obligations and liabilities in Section 7.13 below that are personal obligations and liabilities of Guarantor and Mortgagor. The proposed Successor Guarantor's identity, composition, financial condition and creditworthiness, experience, character and business reputation shall be reasonably acceptable to State Farm. If the proposed Successor Guarantor is acceptable to State Farm, the Successor Guarantor shall promptly, and in no event more than two hundred seventy (270) days following the death of an individual Guarantor or one hundred eighty (180) days following the dissolution or cessation of business of an entity Guarantor, as applicable, execute all documents and instruments reasonably requested by State Farm to assume all of the obligations and liabilities of the deceased or dissolved Guarantor under the Loan Documents (the "**Guaranty Documents**"). Mortgagor shall pay all reasonable costs and expenses incurred by State Farm relating to the approval of the proposed Successor Guarantor and the preparation and review of the Guaranty Documents, including, without limitation, the reasonable fees and expenses of State Farm's outside counsel. The provisions of this Section 3.22 shall also apply in the event of the death of any individual Successor Guarantor or the dissolution or cessation of business of any entity Successor Guarantor. An Event of Default shall be deemed to have occurred under the Loan Documents if a Successor Guarantor reasonably acceptable to State Farm has not executed and delivered to State Farm all such Guaranty Documents within two hundred seventy (270) days following the death of the Guarantor or one hundred eighty (180) days following dissolution or cessation of business of an entity Guarantor, as applicable. Notwithstanding the foregoing, State Farm shall not unreasonably withhold its consent to the appointment of the Estate of Donald Zucker as Successor Guarantor provided that within one hundred eighty (180) days of the death of Guarantor, Mortgagor provides evidence reasonably acceptable to State Farm that such Estate shall remain in existence for at least the remaining term of the Loan. In the event that such evidence is not acceptable to State Farm, Mortgagor shall propose the name of a person or entity to act as Successor Guarantor in accordance with the procedures set forth in this Section 3.22.

3.23 Management of Secured Property.

The Secured Property shall be managed by either: (a) Mortgagor or an entity affiliated with Mortgagor and approved by State Farm; or (b) a professional property management company approved by State Farm which approval shall not be unreasonably withheld. The management of the Secured Property by a Mortgagor-affiliated entity or a professional property management company (in either case, a "**Manager**") shall be pursuant to a written agreement reasonably approved by State Farm (the "**Management Agreement**"). In no event shall any Manager be replaced or the material terms of any Management Agreement modified or amended without the prior written consent of State Farm which approval shall not be unreasonably withheld. Following an Event of Default, State Farm shall have the right to terminate the Management Agreement or to direct Mortgagor to retain a new Manager reasonably approved by State Farm.

ARTICLE FOUR
EVENTS OF DEFAULT

4.1 Defaults.

It shall constitute an event of default ("**Event of Default**") of and under this Mortgage and, at the option of State Farm, under the other Loan Documents, if any of the following events shall occur:

(a) Mortgagor shall fail to pay on the dates or within the times required any of the Indebtedness for a period of ten (10) days following demand therefor, or the payment of principal and/or interest under the Note;

(b) Mortgagor shall fail to timely observe, perform or discharge any of the non-monetary Obligations, other than a non-monetary obligation described in any other clause in this Article Four, and any such failure shall remain uncured for thirty (30) days or such lesser period as may be otherwise specified in the applicable Loan Document (the "**Grace Period**") after written notice to Mortgagor of the occurrence of such failure; provided, however, that State Farm shall, extend any applicable Grace Period up to ninety (90) days if State Farm determines in good faith that: (i) such default cannot reasonably be cured within such Grace Period but can be cured within ninety (90) days; (ii) no lien or security interest created by the Loan Documents shall be impaired prior to the anticipated completion of such cure; and (iii) State Farm's immediate exercise of any remedies provided in this Mortgage or by law is not necessary for the protection or preservation of the Secured Property or State Farm's security interest therein or lien thereon, and Mortgagor shall immediately commence and diligently pursue the cure of such default;

(c) Mortgagor, as landlord or sublandlord, as the case may be, shall assign or otherwise encumber the Rents or any interest therein without first obtaining the written consent of State Farm;

(d) Mortgagor shall, after the expiration of all applicable grace or cure periods, default or be in default under any agreement, other than the Loan Documents, which (i) is secured

by a lien on the Secured Property that is junior and subordinate to this Mortgage (regardless of whether such lien was obtained with the prior written consent of State Farm); (ii) is secured by a lien on the respective interests of the constituent entities in Mortgagor (regardless of whether such lien was obtained with the prior written consent of State Farm); or (iii) would, as a result of such default, subject the Secured Property to any mechanics', materialmen's or other lien or claim of lien, other than a lien that constitutes a Contested Lien pursuant to Section 3.5 above;

(e) Should any representation or warranty made by Mortgagor in, under or pursuant to any of the Loan Documents be false or misleading in any material respect as of the date on which such representation or warranty was made or deemed remade;

(f) Should any of the Loan Documents cease to be in full force and effect or be declared null and void, or cease to constitute valid and subsisting liens and/or valid and perfected security interests in, to or upon the Secured Property;

(g) Should any violation of Section 3.11 occur or should any other event occur which, under the terms of the Loan Documents, would permit State Farm to accelerate the maturity of the Indebtedness;

(h) Should Mortgagor fail at any time to satisfy the requirements of Section 3.7 and such failure shall continue for thirty (30) days after written notice thereof;

(i) Should any **Liable Party** (as defined in Section 7.13) (A) generally not pay its debts as they become due; (B) admit in writing its inability to pay its debts; or (C) make a general assignment for the benefit of creditors;

(j) Should any Liable Party commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it and its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking to have an order for relief entered against it as debtor, or seeking appointment of a receiver for it or for all or any substantial part of its property (collectively, a "**Proceeding**");

(k) Should any Liable Party take an action to authorize any of the actions set forth above in subsections (i) or (j) of this Section 4.1;

(l) Should any Proceeding be commenced against any Liable Party, and such Proceeding result in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof or remain undismissed for a period of ninety (90) days;

(m) Should (i) a final judgment, other than a final judgment in connection with any condemnation, including any judgment or other final determination of any contest permitted by Section 3.5 of this Mortgage, be entered against Mortgagor that (A) adversely affects the value, use or operation of the Secured Property; or (B) adversely affects, or reasonably may tend to adversely affect, the validity, enforceability or priority of the liens or security interests created in

and by this Mortgage, or the other Loan Documents, or both; or (ii) execution or other final process issue on any judgment with respect to the Secured Property, and Mortgagor shall fail to discharge the same, or provide for its discharge in accordance with its terms, or procure a stay of execution thereon in any event within sixty (60) days from entry, or should Mortgagor not within such period, or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon or pursuant to which such judgment shall have been entered and cause its execution to be stayed during such appeal, or if on appeal, such order, decree or process shall be affirmed and Mortgagor shall not discharge such judgment or provide for its discharge in accordance with its terms within sixty (60) days after the entry of such order or decree of affirmation, or if any stay of execution on appeal is released or otherwise discharged; or

(n) Should a Successor Guarantor fail to execute and deliver to State Farm all Guaranty Documents reasonably requested by State Farm necessary to assume all of the obligations and liabilities of the deceased or dissolved Guarantor under the Loan Documents within two hundred seventy (270) days following the death of an individual Guarantor or one hundred eighty (180) days following the dissolution or cessation of business of an entity Guarantor, as applicable. Notwithstanding the foregoing, State Farm shall not unreasonably withhold its consent to the appointment of the Estate of Donald Zucker as Successor Guarantor provided that within one hundred eighty (180) days of the death of Guarantor, Mortgagor provides evidence reasonably acceptable to State Farm that such Estate shall remain in existence for at least the remaining term of the Loan.

ARTICLE FIVE
REMEDIES

5.1 Remedies.

(a) Upon the occurrence of an Event of Default, State Farm, at its option, may at any time thereafter declare the entire Indebtedness to be immediately due and payable and the same shall thereupon become immediately due and payable, without any further presentment, demand, protest or notice of any kind being required and State Farm, at its option and in its sole discretion, shall also be entitled to do any of the following:

(i)(A) in person, by agent or by a receiver, without regard to the adequacy of security, the solvency of Mortgagor or the condition of the Secured Property, without obligation to do so and without notice to or demand upon Mortgagor, enter upon and take possession of the Secured Property or any part thereof in its own name or in the name of a trustee and do any acts which State Farm deems necessary to preserve the value or marketability of the Secured Property; (B) sue for or otherwise collect the Rents and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, against the Indebtedness, all in such order as State Farm may determine; (C) appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Indebtedness, the security hereof or the rights or powers of State Farm; (D) pay, purchase or compromise any encumbrance,

charge or lien that in the judgment of State Farm is prior or superior hereto; and (E) in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees;

(ii) as a matter of strict right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to: (A) the solvency of Mortgagor; (B) whether there has been or may be any impairment of or diminution in the value of the Secured Property; or (C) whether the amount of the Indebtedness exceeds the then value of the Secured Property, apply *ex parte* to any court having jurisdiction to appoint a receiver to enter upon and take possession of the Secured Property and Mortgagor hereby waives notice of any application therefor, provided, if required by law, a hearing to confirm such appointment with notice to Mortgagor is set within the time required by law (any such receiver shall have all the powers and duties of receivers in similar cases and all the powers and duties of State Farm in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale, unless such receivership is sooner terminated);

(iii) commence an action to foreclose this Mortgage in the manner provided in this Mortgage or by law; and

(iv) with respect to any Collateral, proceed as to both the real and personal property in accordance with State Farm's rights and remedies in respect of the Real Estate and Improvements, or proceed to sell said Collateral separately and without regard to the Real Estate and Improvements in accordance with State Farm's rights and remedies with respect to the Collateral.

(b) In (i) any action to foreclose the lien of this Mortgage or enforce any other remedy of State Farm under any of the Loan Documents; or (ii) any other proceeding whatsoever in connection with any of the Loan Documents or the Secured Property in which State Farm is named as a party, there shall be allowed and included, as additional indebtedness in the judgment or decree for sale resulting therefrom, all expenses paid or incurred in connection with such proceeding by or on behalf of State Farm including, without limitation, attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, land and environmental survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title certificates, title searches and examinations, title insurance policies, Torrens certificates and any similar data and assurances with respect to the title to the Secured Property as State Farm may deem reasonably necessary either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of the Secured Property. All expenses and fees of the foregoing nature and such expenses and fees as may be incurred in the protection of the Secured Property and the maintenance of the lien of this Mortgage thereon in any litigation affecting the Loan Documents or the Secured Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall upon demand of State Farm be immediately due and payable by Mortgagor with interest thereon at the Default Rate from the date of prepayment of such expenses and fees and shall become a part of the Indebtedness secured by this Mortgage.

(c) Unless otherwise provided herein, if Mortgagor shall at any time fail to perform or comply with any of the terms, covenants and conditions required on Mortgagor's part to be performed and complied with under any of the Loan Documents or any other agreement that, under the terms of this Mortgage, Mortgagor is required to perform, State Farm may, at its option and in its sole discretion:

(i) make any payments hereunder or thereunder payable by Mortgagor; and/or

(ii) after the expiration of any applicable grace period and subject to Mortgagor's right to contest certain Obligations specifically granted in this Mortgage, perform any such other acts thereunder on part of Mortgagor to be performed and enter upon the Secured Property for such purpose.

(d) In any foreclosure sale of the Secured Property, the Secured Property, including the Real Estate and Improvements, may be sold in one parcel (i.e. as a single entity) or in two or more parcels and, otherwise, in such manner or order as State Farm, in its sole discretion, may elect or as the court having jurisdiction over such foreclosure sale may otherwise order or direct.

(e) The proceeds of any foreclosure sale of the Secured Property shall be distributed and applied in accordance with the applicable law of the State of New York or as otherwise directed by order of the court in which this Mortgage is foreclosed.

(f) All remedies of State Farm provided for herein are cumulative and shall be in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by State Farm hereunder shall not in any way constitute a cure or waiver of any default or Event of Default hereunder or under the Loan Documents, invalidate any act done pursuant to any notice of default or prejudice State Farm in the exercise of any of its rights hereunder or under the Loan Documents.

(g) To the extent permitted by law, Mortgagor hereby waives its right of redemption in the event of foreclosure.

(h) Notwithstanding anything herein to the contrary, in the event of (i) a Transfer of all or any portion of the Secured Property by Mortgagor or a Transfer of fifty percent (50%) or more of the interests in the entity (or entities) comprising Mortgagor, each without the prior written consent of State Farm or in violation of Section 3.11; and/or (ii) the occurrence of any of the bankruptcy-related Events of Default under Sections 4.1(i)(C), 4.1(j), 4.1(k) (solely with respect to authorizing the action set forth in Section 4.1(i)(C)) or 4.1(l) (provided, with respect to 4.1(l), such Proceeding has been consented to by a Liable Party or a Liable Party has colluded with the filing of such Proceeding) of this Mortgage, in addition to the remedies specified in this Article Five, Mortgagor and Guarantor shall immediately and automatically be and become personally liable for the payment of the Indebtedness outstanding under the Loan Documents.

ARTICLE SIX
SECURITY AGREEMENT AND FIXTURE FILING

6.1 Security Agreement.

Mortgagor hereby assigns and grants to State Farm a first priority present security interest in and to the Rents, Contract Rights, Intangible Personal Property, Tangible Personal Property, Proceeds, Right to Encumber and Other Rights and Interests described in Article Two and in and to any other part or component of the Secured Property which may not be deemed real property or which may not constitute a "fixture" (within the meaning of the **Code** as defined in this Section 6.1), and all replacements, substitutions and additions of, for and to the same and the proceeds thereof (collectively, the "**Collateral**") in order to secure payment of the Indebtedness and performance by Mortgagor of the other Obligations. This Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "**Code**") of the State in which the Real Estate is located.

6.2 Fixture Filing.

This Mortgage, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of the Code with respect to any and all fixtures included within the foregoing description and definition of the Secured Property and any Collateral that may now be or hereafter become "fixtures" within the meaning of the Code.

6.3 Remedies.

If any Event of Default occurs under this Mortgage, State Farm, in addition to its other rights and remedies provided under this Mortgage, shall have all the rights and remedies available to a secured party under the Code as well as all other rights and remedies available at law or in equity. Mortgagor upon request by State Farm will assemble the Collateral and make it available to State Farm at a place State Farm designates to allow State Farm to take possession or dispose of the Collateral. Mortgagor agrees that five (5) days prior written notice of the time and place of the sale of the Collateral, sent to Mortgagor in the manner provided for the mailing of notices herein, is reasonable notice to Mortgagor. The sale of the Collateral may be conducted by an employee or agent of State Farm and any Person, including both Mortgagor and State Farm, shall be eligible to purchase any part or all of the Collateral at the sale. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by State Farm shall include, without limitation, attorneys' and paralegals' fees and legal expenses incurred by State Farm, and shall be paid by Mortgagor.

6.4 Waivers.

Mortgagor waives any right to require State Farm to (a) proceed against any Person; (b) proceed against or exhaust any Collateral; or (c) pursue any other remedy in its power. Mortgagor further waives any defense arising by reason of any power and any defense arising by

reason of any disability or other defense of Mortgagor or any other Person, or by reason of the cessation from any cause whatsoever of the liability of Mortgagor or any other Person. Until the Indebtedness shall have been paid in full, Mortgagor shall not have any right to subrogation and Mortgagor waives any right to enforce any remedy which Mortgagor now has or may hereafter have against State Farm or against any other Person and waives any benefit of and any right to participate in any Collateral or security whatsoever now or hereafter held by State Farm for or with respect to the Indebtedness and/or the Obligations.

6.5 Authorization.

Mortgagor hereby authorizes State Farm at any time and from time to time during the life of the Loan to file in any filing office in any Code jurisdiction any financing statements, amendments or addendums thereto and continuation statements (the "**UCC Documents**") in order to perfect or continue the perfection of any security interest granted under this Mortgage or any of the other Loan Documents. Mortgagor agrees to provide any information needed to complete such UCC Documents to State Farm promptly upon request.

Mortgagor shall pay to State Farm, within five (5) business days of written demand, any and all reasonable costs and expenses incurred by State Farm in connection with the preparation, processing and filing of any such UCC Documents, including reasonable attorneys' fees and all disbursements. Such costs and expenses shall bear interest at the Default Rate from the date paid by State Farm until the date repaid by Mortgagor and such costs and expenses, together with such interest, shall be part of the Indebtedness and shall be secured by this Mortgage.

6.6 Preservation of Mortgagor's Existence.

Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and of the State of New York.

6.7 Notice of Change of Location of Collateral.

Without giving at least thirty (30) days' prior written notice to State Farm, Mortgagor shall not add to or change any location at which any of the Collateral is stored, held or located.

ARTICLE SEVEN
MISCELLANEOUS

7.1 Notices, Consents, and Approvals.

Any notice, consent or approval that State Farm or Mortgagor may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address set forth below or at such other address as such intended recipient may from time to time by notice in writing designate to the sender pursuant hereto. Any such notice,

consent or approval shall be deemed effective if given (a) by nationally recognized overnight courier for next day delivery one (1) business day after delivery to such courier; (b) by United States mail (registered or certified), two (2) business days after such communication is deposited in the mails; or (c) in person, when written acknowledgment of receipt thereof is given. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to State Farm by this Mortgage is not required to be given.

(a) If to State Farm:

State Farm Realty Mortgage, L.L.C.
One State Farm Plaza
Bloomington, Illinois 61710
Attn: Corporate Law-Investments
Loan No. 50074

and

McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attn: Jeffrey A. Petit, Esq.

(b) If to Mortgagor:

Sullivan Properties, L.P.
c/o The Zucker Organization
101 West 55th Street
New York, New York 10019
Attn: Mr. Donald Zucker

State Farm's failure to give a copy of any notice to Mortgagor's counsel shall not invalidate any notice given to Mortgagor hereunder.

7.2 Time of Essence.

It is specifically agreed that time is of the essence for all of the terms and provisions contained in this Mortgage.

7.3 Covenants of Mortgage Run with Title to the Real Estate.

The Obligations set forth in this Mortgage are intended as, shall be deemed and are hereby declared to be covenants running with the title to the land which constitutes the Real Estate and any and all portions(s) thereof, and such Obligations shall be binding upon and enforceable by the owner and holder of this Mortgage personally against Mortgagor and any successor in title to

Mortgagor who or which shall acquire and/or hold title to the Real Estate while the same is subject to and encumbered by this Mortgage. Every Person that shall have, claim, own, hold, accept or otherwise acquire title to the Real Estate, whether or not such title is reflected in the Public Records of the State and County in which the Real Estate is located, shall be conclusively presumed and deemed to have consented and agreed to personally perform each and every covenant and obligation of Mortgagor contained in this Mortgage, to the same extent as the original Mortgagor, whether or not any reference to this Mortgage is contained in the document or instrument pursuant to which such Person shall have acquired title to the Real Estate and whether or not such Person shall have expressly agreed in writing to assume or perform the Obligations of Mortgagor contained in this Mortgage.

7.4 Governing Law.

This Mortgage shall be governed by and construed in accordance with the laws of the State. To the extent that this Mortgage may operate as a security agreement under the Code, State Farm shall have all rights and remedies conferred therein for the benefit of a Secured Party.

7.5 Severability.

If any provision of this Mortgage, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included herein.

7.6 Headings.

The headings of articles, sections, paragraphs and subparagraphs in this Mortgage are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

7.7 Grammar.

As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

7.8 Deed in Trust.

If title to the Secured Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein against the creation of any lien on the Secured Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

7.9 Successors and Assigns.

This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor, its successors, assigns, legal representatives and all other Persons claiming under or

through Mortgagor and the word "Mortgagor" when used herein shall include all such Persons and any others liable for the payment of the Indebtedness or any part thereof, whether or not they have executed the Note or this Mortgage. The words "State Farm" when used herein shall include State Farm's successors, assigns and legal representatives, including all other holders, from time to time, of the Note.

7.10 No Oral Change.

This Mortgage may only be modified, amended or changed by an instrument in writing signed by Mortgagor and State Farm and may only be released, discharged or satisfied of record by an instrument in writing signed by State Farm. No waiver of any term, covenant, condition or provision of this Mortgage shall be effective unless given in writing by State Farm, and if so given by State Farm shall only be effective in the specific instance in which given.

7.11 Entire Agreement.

This Mortgage and the other Loan Documents supersede, in all respects, all prior written or oral agreements between Mortgagor and State Farm relating to the Loan, this Mortgage and the other Loan Documents (including, without limitation, the Loan Application submitted by Mortgagor to State Farm in connection with the Loan) and there are no agreements, understandings, warranties or representations between the parties except as set forth in this Mortgage and the other Loan Documents.

7.12 Construction.

Mortgagor acknowledges that Mortgagor and Mortgagor's counsel have reviewed this Mortgage and the other Loan Documents and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the construction or interpretation of this Mortgage or the other Loan Documents or any amendments or schedules to any of the foregoing.

7.13 Limitation of Liability.

In consideration of the security provided by Mortgagor to State Farm for repayment of the Indebtedness, including, without limitation, the liens on and security interests in the Secured Property granted pursuant to this Mortgage and the assignment of the Rents and Leases made pursuant to the Assignment of Rents and Leases, upon the occurrence of an Event of Default under this Mortgage or under any of the other Loan Documents, State Farm agrees that it shall not, except as otherwise set forth in this Section, seek to enforce, nor shall State Farm be entitled to enforce, any deficiency or monetary judgment against Mortgagor, any partner of Mortgagor, any member of Mortgagor, any shareholder of Mortgagor or any beneficiary of Mortgagor (individually, an "**Exculpated Party**", and collectively, the "**Exculpated Parties**"), personally, and shall not levy or execute judgment upon any property of the Exculpated Parties, other than the Secured Property, it being expressly agreed, acknowledged and understood, however, that the foregoing limitation of the liability of an Exculpated Party shall not apply to the extent that such

Exculpated Party is, pursuant to the further terms hereof, liable for any **Losses** (as defined in this Section 7.13); and nothing contained herein shall in any manner or way release, affect or impair:

(a) The existence of the Indebtedness and Obligations created in and evidenced by the Loan Documents;

(b) The enforceability of the liens, security interests and assignments created in and granted by the Loan Documents against the Secured Property;

(c) The enforceability of the Environmental Indemnification Agreement and any Guaranty given to State Farm;

(d) The right of State Farm to recover from Mortgagor and Guarantor all Indebtedness, including principal, interest and other amounts outstanding under the Loan Documents, following (i) a Transfer of all or any portion of the Secured Property or a Transfer of fifty percent (50%) or more of the interests in the entity (or entities) comprising Mortgagor, each without the prior written consent of State Farm or in violation of Section 3.11 of this Mortgage; and/or (ii) the occurrence of any of the bankruptcy-related Events of Default under Sections 4.1(i)(C), 4.1(j), 4.1(k) (solely with respect to authorizing the action set forth in Section 4.1(i)(C)) or 4.1(l) (provided, with respect to 4.1(l), such Proceeding has been consented to by a Liable Party or a Liable Party has colluded with the filing of such Proceeding) of this Mortgage; or

(e) The right of State Farm to recover from Mortgagor and any Guarantor (Mortgagor and Guarantor are sometimes hereafter individually called a "**Liable Party**" and collectively called the "**Liable Parties**"), who shall be jointly and severally liable for all Losses incurred by State Farm (whether directly or indirectly) arising from or related to the following:

(i) The failure to apply any Rents received by any of the Exculpated Parties or Liable Parties at any time after an Event of Default (all such Rents received during such period being herein called "**Recoverable Rents**") to (A) the payment of any amount due under the Loan Documents, including, without limitation, the Indebtedness; (B) the payment of all operating expenses of the Secured Property; or (C) the performance of any Obligations required under the Loan Documents; provided, however, the Liable Parties shall not be liable to State Farm under this subsection (i) for any Recoverable Rents in excess of the Recoverable Rents necessary for the payment of the amounts and the performance of the obligations set forth in (A), (B) and (C) above;

(ii) The misapplication or misappropriation of any tenant security deposits, advance or prepaid Rents, cancellation or termination fees or other similar sums paid to or held by Mortgagor, any affiliate of Mortgagor or any other Person (other than State Farm) in connection with the operation of the Secured Property in violation of the Loan Documents or any Leases affecting the Secured Property;

(iii) Any amount(s) necessary to repair or replace any physical damage to or destruction of the Secured Property by any willful or wanton act or omission on part of any of the Exculpated Parties or Liable Parties including, without limitation, willful physical waste or any act of arson or malicious destruction by any of the Exculpated Parties or Liable Parties;

(iv) The failure of the Exculpated Parties or Liable Parties to deliver to State Farm any Proceeds received by any of them relating to the Secured Property, or to use such Proceeds for Restoration of the Secured Property in accordance with the terms of the Loan Documents;

(v) Any fraud or willful misrepresentation of a material fact by any of the Exculpated Parties or Liable Parties in any document executed or presented by them to State Farm in connection with the Loan; or

(vi) The failure on the part of any of the Exculpated Parties or Liable Parties to comply with the provisions of the Environmental Indemnification Agreement. Notwithstanding anything contained herein to the contrary, the indemnification obligations under this subsection (vi) shall not apply to any costs incurred by or imposed upon State Farm which arise solely as a consequence of a condition coming into existence on the Secured Property subsequent to the time of both State Farm taking title to the Secured Property by foreclosure or deed in lieu of foreclosure and State Farm taking physical possession of the Secured Property, unless such costs are incurred in connection with an event or events related to a condition existing at the Secured Property prior to or at the time of transfer of title and physical possession of the Secured Property to State Farm; provided, however, Mortgagor shall bear the burden of proof that such event or events: (A) occurred subsequent to the transfer of title and physical possession to State Farm; and (B) did not occur as a result of any action of any of the Exculpated Parties or Liable Parties.

As used herein, "**Losses**" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, costs, fines, penalties, charges, fees, expenses (including, without limitation, reasonable legal fees and expenses and other costs of defense and internal administrative fees assessed by State Farm), judgments, awards or amounts paid in settlement of whatever kind or nature.

7.14 Waiver of Trial by Jury.

Mortgagor hereby waives, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Mortgage or any acts or omissions of Mortgagor in connection therewith or contemplated thereby.

7.15 Servicing Fees and Expenses.

Mortgagor acknowledges and agrees that State Farm shall impose certain reasonable administrative processing fees (the "**Servicing Fees**") in connection with (a) the extension, renewal, modification, amendment and termination of the Loan Documents; (b) the release or substitution of collateral therefor; (c) the consideration of any consents, waivers and approvals with respect to the Secured Property or Mortgagor; (d) the review of any Lease or proposed Lease or the preparation or review of any tenant estoppel certificate or any subordination,

nondisturbance and attornment agreement; or (e) any other services provided by State Farm or any of its agents to or on behalf of Mortgagor in connection with the Secured Property, the Loan Documents or the Indebtedness secured thereby (the occurrence of any of the foregoing shall hereafter be referred to as a "**Servicing Action**"). Mortgagor hereby acknowledges and agrees to pay, immediately, upon demand, all such Servicing Fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature that may be imposed by State Farm from time to time in connection with a Servicing Action. Mortgagor shall also be responsible for the payment of all reasonable fees and expenses of State Farm's outside counsel in the event that State Farm, in its sole discretion, shall determine that the assistance of an outside attorney is necessary or appropriate to accomplish the Servicing Action.

7.16 Subrogation.

To the extent the proceeds of the Indebtedness are used to pay any outstanding lien, charge or encumbrance affecting the Secured Property (including, without limiting the generality of the foregoing, any prior lien), State Farm shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record; provided, however, the terms and provisions hereof shall govern the rights and remedies of State Farm and, to the extent permitted by law without impairing any of State Farm's rights of subrogation, shall supersede the terms, provisions, rights and remedies under the lien or liens to which State Farm is subrogated hereunder.

7.17 Modifications and Extensions.

Mortgagor and State Farm may agree to (a) extend the time for payment of all or any part of the Indebtedness; (b) reduce, rearrange or otherwise modify the terms of payment thereof; (c) accept a renewal note or notes therefor; and (d) otherwise deal with the Secured Property or the Loan Documents, all without notice to or the consent of any junior lienholder or any other Person having an interest in the Secured Property and/or Collateral subordinate to the lien of this Mortgage and without the consent of Mortgagor if Mortgagor has then parted with title to the Secured Property and/or Collateral. No such extension, reduction, modification, renewal or dealing shall affect the priority of this Mortgage or release any liability of Mortgagor or any other Person or impair the security hereof in any manner whatsoever.

7.18 Counterparts.

This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

ARTICLE EIGHT
STATE-SPECIFIC PROVISIONS

8.1. Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Article Eight and the other terms and conditions of this Mortgage, the terms and conditions of this Article Eight shall control and be binding in respect of any matters related to the Premises.

8.2. Restriction on Leasing.

Reference is hereby made to Section 291-f of the Real Property Law of the State of New York for purposes of obtaining for State Farm the benefit of said Section in connection with this Mortgage.

8.3. Construction of Covenants.

Subject to the provisions of Section 3.20(c) herein, all covenants and provisions of this Mortgage shall be construed as affording to State Farm rights additional to and not exclusive of the rights conferred under the provisions of Sections 254 and 273 of the Real Property Law of the State of New York, or any other applicable law.

8.4. Lien Law.

Mortgagor, in compliance with Section 13 of the Lien Law of the State of New York, will receive the advances secured by this Mortgage, and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

8.5. [Reserved].

8.6. Lien Law Indemnity.

Mortgagor agrees that it shall indemnify and hold State Farm harmless against any loss, liability, cost or expense, including, without limitation, any judgments, reasonable attorneys' fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging (a) priority over the Lien of this Mortgage and/or (b) a violation by Mortgagor of any section of Article 3A of the New York Lien Law.

8.7. Article 14 of Real Property Actions and Proceedings Law.

Reference is hereby made to Article 14 of the Real Property Actions and Proceedings Law of the State of New York, as the same may be amended from time to time, for purposes of obtaining for State Farm the benefit of said Article in connection with State Farm's rights with respect to foreclosure of this Mortgage by power of sale.

8.8. Taxes.

(a) In the event of a disposition of the Secured Property pursuant to a judgment of foreclosure which would result in any transfer tax liability, Mortgagor shall fully and accurately complete and execute all forms and documents which State Farm may reasonably require, and shall deliver such forms and documents, together with the amount of any tax liability that will be due, to State Farm at least fifteen (15) days prior to the scheduled date of such disposition. If Mortgagor fails to pay any such tax liability and State Farm pays all or any part thereof, the amount of any such payment made by State Farm, together with interest thereon at the Default Rate from the date paid by State Farm until actually reimbursed by Mortgagor, shall be immediately paid by Mortgagor to State Farm on demand and shall be secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Indebtedness.

(b) Mortgagor, at its expense, will at all times cause this Mortgage, and any amendments thereto, to be recorded and filed in such manner and in such places, and will pay such recording and filing fees and other charges, and will comply with all such statutes and regulations as may be required by law in order to perfect, preserve and protect the lien of this Mortgage as a valid, direct mortgage lien and perfected security interest in the Secured Property. Mortgagor will pay, and will indemnify State Farm in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any amendments thereto. Mortgagor shall pay when due any and all mortgage recording and other taxes payable or determined to be payable in connection with the execution, delivery, recording or enforcement of this Mortgage and the other Loan Documents, and any interest and penalties thereon.

(c) Mortgagor hereby indemnifies and agrees to hold State Farm harmless from and against any and all liabilities (including, without limitation, reasonable attorneys' fees and disbursements) with respect to or resulting from any delay in paying or any omission or failure to pay any taxes described in this Section (including all costs of responding to any audits and any and all penalties and interest imposed).

8.9. Assignment.

State Farm agrees to assign the Note and Mortgage without representation or recourse to a party designated by Mortgagor upon repayment in full of all amounts due under the Loan Documents. Mortgagor shall pay all of State Farm's fees and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

8.10 Commercial Property.

This Mortgage does not cover real property principally improved or to be improved by one or more structures containing in the aggregate not more than six (6) residential dwelling units, each having their own separate cooking facilities.

8.11 Maximum Debt Secured.

Notwithstanding anything contained herein to the contrary, the maximum amount of principal indebtedness secured by this Mortgage at execution or which under any contingency may become secured hereby at any time hereafter is $6,000,000.00 plus all amounts expended by State Farm, after default by Mortgagor hereunder, to enforce, defend and/or maintain the lien of this Mortgage or to protect the Secured Property encumbered hereby, or the value thereof, including, without limitation, all amounts in respect of insurance premiums and real estate taxes, charges or assessments imposed by law upon the Secured Property, or any other amount, cost or charge to which Mortgagor may become subrogated upon payment as a result of Mortgagor's failure to pay as required by the terms of this Mortgage plus all accrued but unpaid interest on the obligations secured hereby.

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IN WITNESS WHEREOF, Mortgagor and State Farm have caused this Mortgage to be executed as of the date first written above

SULLIVAN PROPERTIES, L.P., a Delaware limited partnership

By: Sullivan GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Donald Zucker
Title: Manager

State of New York)
) ss:
County of New York)

On the 13 day of May in the year 2020, before me, the undersigned, personally appeared Donald Zucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
[SEAL]

DANIEL F. SULLIVAN
Notary Public, State of New York
No. 02SU4987917
Qualified in Orange County
Commission Expires June 15, 2022

SIGNATURE AND ACKNOWLEDGMENT PAGE
CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

STATE FARM REALTY MORTGAGE, L.L.C.

By: State Farm Life Insurance Company,
its Managing Member

By: _____
Philip J. Reuter
Investment Professional

By: _____
Matthew D. Melick
Assistant Secretary

STATE OF ILLINOIS, COUNTY OF McLEAN, SS.:

BE IT REMEMBERED that on this 11th day of May, 2020, before me, the subscriber, personally appeared Philip J. Reuter, the Investment Professional, and Matthew D. Melick, the Assistant Secretary of STATE FARM LIFE INSURANCE COMPANY, managing member of STATE FARM REALTY MORTGAGE, L.L.C., who, I am satisfied, are the persons who have signed the within instrument, and I having first made known to them the contents thereof they acknowledged that they signed, sealed with the corporate seal and delivered the said instrument in their respective capacities as officers of such corporation, and that the within instrument is the voluntary act and deed of said corporation on behalf of said limited liability company, made by virtue of authority from its Board of Directors.

Molly Goodrich
Notary Public

OFFICIAL SEAL
MOLLY GOODRICH
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires September 22, 2021

SIGNATURE AND ACKNOWLEDGMENT PAGE
CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

EXHIBIT A

Legal Description of Real Estate

PARCEL I

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 75 feet northerly from the corner formed by the intersection of the easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE northerly along the easterly side of Sullivan Street, 25 feet;

THENCE easterly parallel with the northerly side of Spring Street, 65 feet 11 inches;

THENCE southerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the northerly side of Spring Street, 65 feet 11 inches to the easterly side of Sullivan Street, at the point or place of BEGINNING.

(For Information Only: Block 503, Lot 1 – 97 Sullivan Street, NY, NY)

PARCEL II

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 200 feet northerly from the corner formed by the intersection of the said easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE southeasterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches;

THENCE northeasterly and parallel with the said easterly side of Sullivan Street, 50 feet;

THENCE northwesterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches to the said easterly side of Sullivan Street;

THENCE southwesterly along the said easterly side of Sullivan Street, 50 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 6 – 107 - 109 Sullivan Street, NY, NY)

PARCEL III

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 201 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 8 - 111 Sullivan Street, NY, NY)

PARCEL IV

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 176 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 9 – 113 Sullivan Street, NY, NY)

PARCEL V

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly and parallel with Prince Street, 100.00 feet to a point;

THENCE southerly and parallel with Sullivan Street, 25.00 feet to a point;

THENCE westerly and parallel with Prince Street, 100.00 feet to a point on the easterly side of Sullivan Street; and

THENCE northerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 10 - 115 Sullivan Street, NY, NY)

PARCEL VI

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the southeasterly corner of Sullivan Street and Prince Street;

RUNNING THENCE easterly along the southerly side of the southerly wall of the premises hereby described and in a line in continuation thereof and parallel with Prince Street, 100 feet;

THENCE northerly and in a line parallel with Sullivan Street, 25.00 feet;

THENCE westerly and in a line parallel with Prince Street and part of the way through a party wall, 100.00 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING. Be the said several distances or dimensions more or less.

(For Information Only: Block 503, Lot 11 – 117 Sullivan Street, NY, NY)

PARCEL VII

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 126 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly on a line parallel with Prince Street and part of the distance through a party wall, 100 feet;

THENCE northerly on a line parallel with Sullivan Street, 25 feet;

THENCE westerly on a line parallel with Prince Street, 100 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 12 – 119 Sullivan Street, NY, NY)

EXHIBIT B

Existing Mortgages

Mortgage A

Severed Mortgage, Assignment of Leases and Rents and Security Agreement dated July 30, 1993 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) to secure the principal sum of $5,560,000.00 and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 913.

Assignment of Severed Mortgage dated July 30, 1993, made by The Chase Manhattan Bank (National Association) to Citibank, N.A. and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 956. Assigns Mortgage A.

Amended and Restated Mortgage, Security Agreement, and Assignment of Leases and Rents dated July 30, 1993, made by and between Sullivan Properties, L.P. and Citibank, N.A. and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 962.

Assignment of Mortgage dated December 21, 1994, made by Citibank, N.A. to The Bank of New York and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 79.

Mortgage B

Mortgage dated December 22, 1994, made by Sullivan Properties, L.P. to The Bank of New York to secure the principal sum of $340,000.00 and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 96.

Consolidation, Modification and Extension Agreement dated December 22, 1994, made by and between Sullivan Properties, L.P. and The Bank of New York and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 111. Consolidates Mortgages A and B to form a single lien securing the principal sum of $5,500,000.00.

Assignment of Mortgage dated as of July 16, 1998, made by The Bank of New York to Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc., and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1649. Assigns Mortgages A and B, as consolidated.

Mortgage C

Mortgage dated July 16, 1998, made by Sullivan Properties, L.P. to Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., to secure the principal

sum of $2,274,054.44, and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1635.

Consolidation, Modification, Spreader and Extension Agreement dated as of July 16, 1998, made by and between Sullivan Properties, L.P. and Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc., and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1682 Consolidates Mortgages A, B and C to form a single lien securing the principal sum of $7,500,000.00.

Assignment of Consolidation, Modification, Spreader and Extension Agreement dated as of August 4, 2005, effective as of July 16, 1998, made by and between Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., to LaSalle National Bank, as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4, and recorded in the Office of the City Register of the City of New York on August 19, 2005, under CRFN 2005000469333. Assigns the Consolidation Agreement recorded in Reel 2707, page 1682.

Assignment of Mortgage dated as of May 1, 2008, made by LaSalle Bank National (F/K/A LaSalle National Bank), as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4, to The Bank of New York and recorded in the Office of the City Register of the City of New York on May 20, 2008, under CRFN 2008000203093. Assigns Mortgages A through C, as consolidated.

Mortgage Modification and Extension Agreement dated as of May 1, 2008, made by and between Sullivan Properties, L.P. and The Bank of New York and recorded in the Office of the City Register of the City of New York on May 20, 2008, under CRFN 2008000203094.

Assignment of Mortgage dated as of October 16, 2008, made by The Bank of New York to Valley National Bank and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425148. Assigns Mortgages A through C, as consolidated.

Mortgage D

Mortgage dated as of October 16, 2008, made by Sullivan Properties, L.P. to Valley National Bank to secure the principal sum of $13,722.09 and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425149.

Agreement of Spreader, Consolidation and Modification of Mortgage, Security Agreement, Fixture Filing and Financing Statement dated as of October 16, 2008 made by and between Sullivan Properties, L.P. and Valley National Bank and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425150. Consolidates Mortgages A through D to form a single lien securing the principal sum of $6,500,000.00.

Mortgage Loan Assignment dated as of April 30, 2014, made by Valley National Bank to VNB Capital Corp. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163765. Assigns Mortgages A through D, as consolidated.

Assignment of Mortgage dated as of April 30, 2014, made by VNB Capital Corp. to State Farm Realty Mortgage, L.L.C. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163766. Assigns Mortgages A through D, as consolidated.

Mortgage Consolidation, Modification and Extension Agreement dated as of May 6, 2014, between Sullivan Properties, L.P. and State Farm Realty Mortgage, L.L.C. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163767. Consolidates Mortgages A through D to form a single lien securing the principal sum of $6,500,000.00.

Mortgage and Security Agreement dated as of May 6, 2014, made by Sullivan Properties, L.P. to State Farm Realty Mortgage, L.L.C. to secure the principal sum of $6,500,000.00 and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163768. Further secures the principal indebtedness secured by Mortgages A through D, as consolidated.

Mortgage E

GAP Mortgage dated as of May 15, 2020 made by Sullivan Properties, L.P. to State Farm Realty Mortgage, L.L.C. to secure the principal sum of $248,814.20 and to be duly recorded in the Office of the City Register of the City of New York.

SULLIVAN PROPERTIES, L.P., as mortgagor
(Borrower)

to

STATE FARM REALTY MORTGAGE, L.L.C., as mortgagee
(Lender)

CONSOLIDATED, AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT

Dated: as of May 15, 2020

Premises:	97, 107-109, 111, 113, 115, 117 & 119 Sullivan Street, New York, New York
County:	New York
Blocks:	00503
Lots:	0001, 0006, 0008, 0009, 0010, 0011, 0012

DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attention: Jeffrey A. Petit, Esq.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020052000291002002S32EE

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2020052000291002 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: AGREEMENT

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
255 MORTGAGE TAX EXEMPT AFFIDAVIT	16

SECTION 255 TAX LAW AFFIDAVIT

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

Donald Zucker, duly sworn, deposes and says:

1. In connection with a loan in the amount of $6,000,000.00 (the "**Loan**") being made by State Farm Realty Mortgage, L.L.C. (hereinafter referred to as "**Lender**") pursuant to the terms of that certain Consolidated, Amended and Restated Mortgage and Security Agreement dated of even date herewith (the "**Consolidation Agreement**") by and between Lender and **SULLIVAN PROPERTIES, L.P.**, a Delaware limited partnership (the "**Borrower**"), the Borrower has agreed to grant a mortgage to Lender securing payment of the Loan to the Lender and encumbering the property known as 97, 107-109, 111, 113, 115, 117 & 119 Sullivan Street, County of New York and State of New York (hereinafter known as the "Mortgaged Property").

2. The affiant, the general partner of Borrower, makes this affidavit, in such capacity, in connection with the Mortgaged Property and is familiar with the facts set forth herein.

3. The above premises is encumbered by the mortgages set forth on the annexed Schedule A (collectively, the "**Mortgages**"), which currently secure the outstanding principal balance of $6,000,000.00, and upon which mortgage recording tax in the amounts set forth on Schedule A has been paid.

4. Submitted herewith for recording is the Consolidation Agreement securing the consolidated loan amount of $6,000,000.00 made by Borrower in favor of Lender. The Consolidation Agreement secures the same principal indebtedness which is, or which under any contingency may be secured by, the Mortgages, does not secure any re-loans or re-advances and does not create or secure any new or further indebtedness or obligation other than the principal indebtedness or obligation secured by, or which under any contingency may be secured by, the Mortgages.

MEI 33306553v.2

SULLIVAN PROPERTIES, L.P., a Delaware limited partnership

By: Sullivan GP, LLC, a Delaware limited liability company,
its general partner

By: _____
Name: Donald Zucker
Title: Manager

State of New York)
) ss:
County of New York)

On the 13 day of May in the year 2020, before me, the undersigned, personally appeared Donald Zucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
[SEAL]

DANIEL F. SULLIVAN
Notary Public, State of New York
No. 02SU5294017
Qualified in Queens County
Commission Expires June 15, 20__

SIGNATURE AND ACKNOWLEDGMENT PAGE
SECTION 255 TAX LAW AFFIDAVIT (MORTGAGE)

SCHEDULE A

Description of Mortgages

Mortgage A*

Severed Mortgage, Assignment of Leases and Rents and Security Agreement dated July 30, 1993 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) to secure the principal sum of $5,560,000.00 and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 913. **Mortgage tax paid None (Section 255 Affidavit filed).**

Assignment of Severed Mortgage dated July 30, 1993, made by The Chase Manhattan Bank (National Association) to Citibank, N.A. and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 956. Assigns Mortgage A.

Amended and Restated Mortgage, Security Agreement, and Assignment of Leases and Rents dated July 30, 1993, made by and between Sullivan Properties, L.P. and Citibank, N.A. and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 962.

Assignment of Mortgage dated December 21, 1994, made by Citibank, N.A. to The Bank of New York and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 79.

Mortgage B

Mortgage dated December 22, 1994, made by Sullivan Properties, L.P. to The Bank of New York to secure the principal sum of $340,000.00 and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 96. **Mortgage tax paid: $6,800.00.**

Consolidation, Modification and Extension Agreement dated December 22, 1994, made by and between Sullivan Properties, L.P. and The Bank of New York and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 111. Consolidates Mortgages A & B to form a single lien securing the principal sum of $5,500,000.00.

Assignment of Mortgage dated as of July 16, 1998, made by The Bank of New York to Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc., and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1649. Assigns Mortgages A & B, as consolidated.

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Mortgage C

Mortgage dated July 16, 1998, made by Sullivan Properties, L.P. to Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., to secure the principal sum of $2,274,054.44, and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1635. **Mortgage tax paid: $62,537.75.**

Consolidation, Modification, Spreader and Extension Agreement dated as of July 16, 1998, made by and between Sullivan Properties, L.P. and Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc., and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1682. Consolidates Mortgages A, B & C to form a single lien securing the principal sum of $7,500,000.00.

Assignment of Consolidation, Modification, Spreader and Extension Agreement dated as of August 4, 2005, effective as of July 16, 1998, made by and between Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., to LaSalle National Bank, as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4, and recorded in the Office of the City Register of the City of New York on August 19, 2005, under CRFN 2005000469333. Assigns the Consolidation Agreement recorded in Reel 2707, page 1682.

Assignment of Mortgage dated as of May 1, 2008, made by LaSalle Bank National (F/K/A LaSalle National Bank), as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4, to The Bank of New York and recorded in the Office of the City Register of the City of New York on May 20, 2008, under CRFN 2008000203093. Assigns Mortgages A through C, as consolidated.

Mortgage Modification and Extension Agreement dated as of May 1, 2008, made by and between Sullivan Properties, L.P. and The Bank of New York and recorded in the Office of the City Register of the City of New York on May 20, 2008, under CRFN 2008000203094.

Assignment of Mortgage dated as of October 16, 2008, made by The Bank of New York to Valley National Bank and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425148. Assigns Mortgages A through C, as consolidated.

Mortgage D

Mortgage dated as of October 16, 2008, made by Sullivan Properties, L.P. to Valley National Bank to secure the principal sum of $13,722.09 and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425149. **Mortgage tax paid: $280.85.**

Agreement of Spreader, Consolidation and Modification of Mortgage, Security Agreement, Fixture Filing and Financing Statement dated as of October 16, 2008 made by and between Sullivan Properties, L.P. and Valley National Bank and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425150. Consolidates Mortgages A through D to form a single lien securing the principal sum of $6,500,000.00.

Mortgage Loan Assignment dated as of April 30, 2014, made by Valley National Bank to VNB Capital Corp. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163765. Assigns Mortgages A through D, as consolidated.

Assignment of Mortgage dated as of April 30, 2014, made by VNB Capital Corp. to State Farm Realty Mortgage, L.L.C. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163766. Assigns Mortgages A through D, as consolidated.

Mortgage Consolidation, Modification and Extension Agreement dated as of May 6, 2014, between Sullivan Properties, L.P. and State Farm Realty Mortgage, L.L.C. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163767. Consolidates Mortgages A through D to form a single lien securing the principal sum of $6,500,000.00.

Mortgage and Security Agreement dated as of May 6, 2014, made by Sullivan Properties, L.P. to State Farm Realty Mortgage, L.L.C. to secure the principal sum of $6,500,000.00 and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163768. Further secures the principal indebtedness secured by Mortgages A through D, as consolidated.

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Mortgage E

GAP Mortgage and Security Agreement dated as of May 15, 2020 made by Sullivan Properties, L.P. to State Farm Realty Mortgage, L.L.C. to secure the principal sum of $248,814.20 and to be duly recorded in the Office of the City Register of the City of New York. **Mortgage tax paid: $5,100.40.**

Consolidated, Amended and Restated Mortgage and Security Agreement dated as of May 15, 2020 made between Sullivan Properties, L.P. and State Farm Realty Mortgage, L.L.C. and to be duly recorded in the Office of the City Register of the City of New York. Said Agreement consolidates, amends and restates Mortgages A through E, securing a principal balance of $6,000,000.00.

***Mortgage A is the result of the following:**

Mortgage 1

Mortgage dated November 20, 1969 made by 97 Sullivan St. Corp. to Lurie Mortgage Corporation and Paltab Realty Corporation to secure the principal sum of $100,000.00 and recorded in the Office of the New York City Register, New York County, on November 24, 1969 in Reel 157 page 635. **Mortgage tax paid: $750.00.**

Assignment of Mortgage dated June 1, 1971 from Lurie Mortgage Corporation and Paltab Realty Corporation to Sackman-Gilliland Corporation and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 835. Assigns Mortgage 1.

Mortgage 2

Mortgage dated June 2, 1971 made by Sull-Cor Realty, Inc. to Sackman-Gilliland Corporation to secure the principal sum of $25,000.00 and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 837. **Mortgage tax paid: $187.50.**

Consolidation and Extension Agreement dated June 2, 1971 made between Sackman-Gilliland Corporation and Sull-Cor Realty, Inc. and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 841. Consolidates Mortgages A and B to form to a single lien in the amount of $125,000.00.

Assignment of Mortgage dated June 1, 1971 from Sackman-Gilliland Corporation to BT Mortgage Investors and recorded in the Office of the New York City Register, New York County, on July 14, 1971 in Reel 210 page 1163. Assigns Mortgages 1 and 2, as consolidated.

Assignment of Mortgage dated January 28, 1981 from BT Mortgage Investors to Wells Fargo Bank, N.A. and recorded in the Office of the New York City Register, New York County, on February 23, 1981 in Reel 555 page 1502. Assigns Mortgages 1 and 2, as consolidated.

Assignment of Mortgage dated January 30, 1981 from Wells Fargo Bank, N.A. to Bankers Trust Company and recorded in the Office of the New York City Register, New York County, on March 17, 1981 in Reel 558 page 1279. Assigns Mortgages 1 and 2, as consolidated.

Modification and Extension Agreement dated February 25, 1983 made between Bankers Trust Company and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on March 2, 1983 in Reel 670 page 511.
Assignment of Mortgage dated August 8, 1984 from Bankers Trust Company to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1939. Assigns Mortgages 1 and 2, as consolidated.

Mortgage 3

Mortgage dated August 8, 1984 made by Edryn Corporation to Bankers Federal Savings and Loan Association to secure the principal sum of $361,350.25 and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1963. **Mortgage tax paid: $5,421.00.**

Agreement dated as of August 8, 1984 made between Edryn Corporation and Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1977. Consolidates Mortgages 1 - 3 to form a single lien in the amount of $450,000.00.

Assignment of Mortgage dated November 14, 1989 from Bankers Federal Savings FSB f/k/a Bankers Federal Savings and Loan Association to Chase Manhattan Bank and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1949. Assigns Mortgages 1 - 3, as consolidated.

Mortgage 4

Mortgage dated January 20, 1984 made by Jemiser Corp. to Rudolph Taplitz and Jacob J. Entin to secure the principal sum of $450,000.00 and recorded in the Office of the New York City Register, New York County, on January 23, 1984 in Reel 758 page 236. **Mortgage tax paid: $6,750.00.**

Assignment of Mortgage dated January 29, 1985 from Jacob J. Entin to Jacob J. Entin and Anne C. Entin, Trustees U/DT dated January 15, 1985 F/B/O Jacob J. Entin and Anne C. Entin and

recorded in the Office of the New York City Register, New York County, on February 7, 1985 in Reel 875 page 3. Assigns ½ interest in Mortgage 4.

Assignment of Mortgage dated July 15, 1989 from Jacob J. Entin and Anne C. Entin, Trustees U/DT dated January 15, 1985 F/B/O Jacob J. Entin and Anne C. Entin, and Freida Taplitz and William Chester Taplitz, Executors of the estate of Rudolph Taplitz, to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1938. Assigns Mortgage 4.

Mortgage 5

Mortgage dated December 4, 1987 made by Jemiser Corp. to Philip International Corporation to secure the principal sum of $450,000.00 and recorded in the Office of the New York City Register, New York County, on December 22, 1987 in Reel 1336 page 1923. **Mortgage tax paid: $3,750.00.**

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1965. Assigns Mortgage 5.

Mortgage 6

Mortgage dated November 25, 1985 made by Edryn Corporation to Concordia Development Co. to secure the principal sum of $350,000.00 and recorded in the Office of the New York City Register, New York County, on December 13, 1985 in Reel 996 page 1985. **Mortgage tax paid: $5,250.00.**

Assignment of Mortgage dated November 16, 1989 from Concordia Development Co. to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1971. Assigns Mortgage 6.

Mortgage 7

Mortgage dated November 18, 1988 made by Edryn Corporation to Philip International Corporation to secure the principal sum of $350,000.00 and recorded in the Office of the New York City Register, New York County, on March 28, 1989 in Reel 1553 page 1088. **Mortgage tax paid: $5,250.00.**

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1968. Assigns Mortgage 7.

Mortgage 8

Mortgage dated August 31, 1966 made by Kacejay Corporation to Manufacturers Hanover Trust Company to secure the principal sum of $210,000.00 and recorded in the Office of the New York City Register, New York County, on September 1, 1966 in Rec. Liber 98 page 253. **Mortgage tax paid: $1,050.00.**

Assignment of Mortgage dated November 14, 1967 from Manufacturers Hanover Trust Company to Albany Savings Bank and recorded in the Office of the New York City Register, New York County, on November 17, 1967 in Rec. Liber 244 page 404. Assigns Mortgage 8.

Mortgage 9

Mortgage dated January 30, 1968 made by Kacejay Corporation to Albany Savings Bank to secure the principal sum of $40,000.00 and recorded in the Office of the New York City Register, New York County, on January 31, 1968 in Rec. Liber 271 page 362. **Mortgage tax paid: $200.00.** By its terms, Mortgage 9 is consolidated with Mortgage 8 to form a single lien in the amount of $250,000.00.

Assignment of Mortgage dated July 19, 1971 from Albany Savings Bank to Sackman-Gilliland Corporation and recorded in the Office of the New York City Register, New York County, on July 23, 1971 in Reel 211 page 1877. Assigns Mortgages 8 and 9, as consolidated.

Mortgage 10

Mortgage dated July 21, 1971 made by Sull-Cor Realty, Inc. to Sackman-Gilliland Corporation to secure the principal sum of $249,092.30 and recorded in the Office of the New York City Register, New York County, on July 26, 1971 in Reel 212 page 151. **Mortgage tax paid: $1,868.25.**

Consolidation and Extension Agreement dated July 21, 1971 made between Sackman-Gilliland Corporation and Sull-Cor Realty, Inc. and recorded in the Office of the New York City Register, New York County, on July 23, 1971 in Reel 211 page 1881. Consolidates Mortgages 8 – 10 to form a single lien in the amount of $450,000.00.

Assignment of Mortgage dated July 29, 1971 from Sackman-Gilliland Corporation to BT Mortgage Investors and recorded in the Office of the New York City Register, New York County, on August 10, 1971 in Reel 214 page 293. Assigns Mortgages 8 - 10, as consolidated.

Assignment of Mortgage dated January 28, 1981 from BT Mortgage Investors to Wells Fargo Bank, N.A. and recorded in the Office of the New York City Register, New York County, on February 25, 1981 in Reel 556 page 216. Assigns Mortgages 8 - 10, as consolidated.

Assignment of Mortgage dated January 30, 1981 from Wells Fargo Bank, N.A. to Bankers Trust Company and recorded in the Office of the New York City Register, New York County, on March 17, 1981 in Reel 558 page 1282. Assigns Mortgages 8 - 10, as consolidated.

Modification and Extension Agreement dated February 25, 1983 made between Bankers Trust Company and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on March 2, 1983 in Reel 670 page 505.

Assignment of Mortgage dated September 14, 1984 from Bankers Trust Company to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 929. Assigns Mortgages 8 – 10, as consolidated.

Mortgage 11

Mortgage dated November 7, 1978 made by Edryn Corporation to Philip International Corporation to secure the principal sum of $50,000.00 and recorded in the Office of the New York City Register, New York County, on March 13, 1987 in Reel 1202 page 1110. **Mortgage tax paid: $625.00.**

Assignment of Mortgage dated August 1, 1984 from Philip International Corporation to Shanatey Corporation and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1949. Assigns Mortgage 11.

Assignment of Mortgage dated September 14, 1984 from Shanatey Corporation to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 954. Assigns Mortgage 11.

Mortgage 12

Mortgage dated April 10, 1968 made by Kacejay Corporation to Philger Realty Corp. to secure the principal sum of $70,000.00 and recorded in the Office of the New York City Register, New York County, on May 17, 1968 in Rec. Liber 306 page 375. **Mortgage tax paid: $350.00**

Assignment of Mortgage dated September 15, 1971 from Philger Realty Corp. to The Mastan Company Incorporated and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1635. Assigns Mortgage 12.

Mortgage 13

Mortgage dated October 23, 1968 made by Kacejay Corporation to Philger Realty Corp. to secure the principal sum of $40,000.00 and recorded in the Office of the New York City Register, New York County, on November 14, 1968 in Reel 123 page 198. **Mortgage tax paid: $200.00.**

Assignment of Mortgage dated September 15, 1971 from Philger Realty Corp. to The Mastan Company Incorporated and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1637. Assigns Mortgage 13.

Mortgage 14

Mortgage dated August 26, 1970 made by 97 Sullivan St. Corp. to Lurie Mortgage Corporation to secure the principal sum of $15,000.00 and recorded in the Office of the New York City Register, New York County, on August 28, 1970 in Reel 182 page 1227. **Mortgage tax paid: $112.50.**

Assignment of Mortgage dated June 1, 1971 from Lurie Mortgage Corporation to Paltab Realty Corporation and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 852. Assigns Mortgage 14.

Assignment of Mortgage dated September 14, 1971 from Paltab Realty Corporation to The Mastan Company, Incorporated and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1633. Assigns Mortgage 14.

Mortgage 15

Mortgage dated September 15, 1971 made by Sull-Cor Realty, Inc. to The Mastan Company, Incorporated to secure the principal sum of $50,000.00 and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1639. **Mortgage tax paid: $625.00.**

Consolidation and Extension Agreement dated September 15, 1971 made between The Mastan Company, Incorporated and Sull-Cor Realty, Inc. and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1625. Consolidates Mortgages 12 – 15 to form a single lien in the amount of $175,000.00.

Assignment of Mortgage dated October 10, 1974 from The Mastan Company, Incorporated to Bleecker-Thompson Corporation and recorded in the Office of the New York City Register, New York County, on October 22, 1974 in Reel 327 page 581. Assigns Mortgage 12 – 15, as consolidated.

Consolidation and Extension Agreement dated October 10, 1974 made between Bleecker-Thompson Corporation and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on October 22, 1974 in Reel 327 page 584. Restates Mortgages 12 – 15, as consolidated, securing the principal sum of $80,000.00.

Assignment of Mortgage dated November 29, 1977 from Bleecker-Thompson Corporation to Philip International Corporation and recorded in the Office of the New York City Register, New York County, on December 9, 1977 in Reel 420 page 1466. Assigns Mortgages 12 – 15, as consolidated.

Mortgage 16

Mortgage dated November 29, 1977 made by Edryn Corporation to Philip International Corporation to secure the principal sum of $45,000.00 and recorded in the Office of the New York City Register, New York County, on December 9, 1977 in Reel 420 page 1468. **Mortgage tax paid: $562.50.**

Consolidation and Extension Agreement dated November 29, 1977 made between Philip International Corporation and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on December 9, 1977 in Reel 420 page 1474. Consolidates Mortgages 12 – 16 to form a single lien in the amount of $125,000.00.

Assignment of Mortgage dated October 24, 1983 from Philip International Corporation to Shanatey Corporation and recorded in the Office of the New York City Register, New York County, on November 15, 1983 in Reel 735 page 1560. Assigns Mortgages 12 – 16, as consolidated.

Assignment of Mortgage dated December 12, 1983 from Shanatey Corporation to Philip International Corporation and recorded in the Office of the New York City Register, New York County, on December 16, 1983 in Reel 745 page 1974. Assigns Mortgages 12 – 16, as consolidated.

Assignment of Mortgage dated August 2, 1984 from Philip International Corporation to Shanatey Corporation and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1955. Assigns Mortgages 12 – 16, as consolidated.

Assignment of Mortgage dated September 14, 1984 from Shanatey Corporation to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 956. Assigns Mortgages 12 – 16, as consolidated.

Mortgage 17

Mortgage dated September 14, 1984 made by Edryn Corporation to Bankers Federal Savings and Loan Association to secure the principal sum of $163,819.25 and recorded in the Office of the

New York City Register, New York County, on December 12, 1984 in Reel 855 page 932. **Mortgage tax paid: $2,457.00.**

Consolidation Agreement dated as of September 14, 1984 made between Edryn Corporation and Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 939. Consolidates Mortgages 8 – 17 to form a single lien in the amount of $675,000.00.

Assignment of Mortgage dated November 13, 1989 from Bankers Federal Savings and Loan Association to Chase Manhattan Bank and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1941. Assigns Mortgages 8 – 17, as consolidated.

Mortgage 18

Mortgage dated September 3, 1987 made by 115 Sullivan Street Corp. to Philip International Corporation to secure the principal sum of $250,000.00 and recorded in the Office of the New York City Register, New York County, on September 30, 1987 in Reel 1297 page 466. **Mortgage tax paid: $3,750.00.**

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1962. Assigns Mortgage 18.

Mortgage 19

Mortgage dated June 29, 1973 made by Taraco Realty, Inc. to Ellenville Savings Bank to secure the principal sum of $90,000.00 and recorded in the Office of the New York City Register, New York County, on July 5, 1978 in Reel 284 page 384. **Mortgage tax paid: $1,125.00.**

Assignment of Mortgage dated October 18, 1983 from Ellenville Savings Bank to Maspeth Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on October 26, 1983 in Reel 730 page 663. Assigns Mortgage 19.

Mortgage 20

Mortgage dated October 24, 1983 made by Taraco Realty Inc. to Maspeth Federal Savings and Loan Association to secure the principal sum of $371,015.96 and recorded in the Office of the New York City Register, New York County, on October 26, 1983 in Reel 730 page 665. **Mortgage tax paid: $5,565.00.**

Agreement dated October 24, 1983 made between Maspeth Federal Savings and Loan Association and Taraco Realty Inc. and recorded in the Office of the New York City Register, New York County, on October 26, 1983 in Reel 730 page 669. Consolidates Mortgages 19 – 20 to form a single lien in the amount of $425,000.00.

Assignment of Mortgage dated November 15, 1989 from Maspeth Federal Savings and Loan Association to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1955. Assigns Mortgages 19 – 20, as consolidated.

Mortgage 21

Mortgage dated April 2, 1979 made by C.J.K. Realty Corp. to Mary Grillo, Lucy Mazziotta, Anna Maggio, Edith Rocco and George Baratta to secure the principal sum of $80,000.00 and recorded in the Office of the New York City Register, New York County, on April 10, 1979 in Reel 477 page 823. **Mortgage tax paid: $1,200.00.**

Assignment of Mortgage dated May 26, 1987 from Lucy Mazziotta, Anna Maggio, Edith Rocco, George Baratta and Anna Brandt, as Administratrix of the Estate of Mary Grillo, to Geraldine Bradler and recorded in the Office of the New York City Register, New York County, on May 29, 1987 in Reel 1237 page 1021. Assigns Mortgage 21.

Assignment of Mortgage dated November 16, 1989 from Geraldine Bradler to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1935. Assigns Mortgage 21.

Mortgage 22

Mortgage dated April 2, 1979 made by J.C.K. Realty Corp. to Rose Gold, Estelle Kupfer, Audrey Hupfer, Natalie Levy, Andre Langer and Elaine Langer and Joseph Langer to secure the principal sum of $40,000.00 and recorded in the Office of the New York City Register, New York County, on May 17, 1979 in Reel 481 page 1277. **Mortgage tax paid: $600.00.**

Assignment of Mortgage dated August 27, 1984 from Audrey Kupfer to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 866. Assigns interest in Mortgage 22.

Assignment of Mortgage dated August 26, 1984 from Elaine Langer and Natalie Levy, as Executrices of the Estate of Estelle Kupfer, to Walkwood Corp. and recorded in the Office of the

New York City Register, New York County, on January 13, 1987 in Reel 1173 page 868. Assigns interests in Mortgage 22.

Assignment of Mortgage dated August 26, 1984 from Elaine Langer and Andre Langer to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 870. Assigns interests in Mortgage 22.

Assignment of Mortgage dated August 27, 1984 from Natalie Levy a/k/a Matalie Levy to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 872. Assigns interest in Mortgage 22.

Assignment of Mortgage dated August 27, 1984 from Joseph Langer to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 874. Assigns interest in Mortgage 22.

Assignment of Mortgage dated August 26, 1984 from Rose Gold to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 876. Assigns interest in Mortgage 22.

Assignment of Mortgage dated April 9, 1987 from Walkwood Corp. to Philip International Corporation and recorded in the Office of the New York City Register, New York County, on April 30, 1987 in Reel 1223 page 2064. Assigns Mortgage 22.

Mortgage 23

Mortgage dated April 9, 1987 made by C.J.K. Realty Corp. to Philip International Corporation to secure the principal sum of $313,000.00 and recorded in the Office of the New York City Register, New York County, on April 30, 1987 in Reel 1223 page 2066. **Mortgage tax paid: $4,695.00.**

Consolidation Agreement dated April 9, 1987 made between Philip International Corporation and C.J.K. Realty Corp. and recorded in the Office of the New York City Register, New York County, on April 30, 1987 in Reel 1223 page 2070. Consolidates Mortgages 22 and 23 to form a single lien in the amount of $353,000.00.

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1958. Assigns Mortgages 22 and 23, as consolidated.

Mortgage 24

Mortgage, Assignment of Leases and Rents and Security Agreement dated November 17, 1989 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) to secure the principal sum of $3,580,499.97 and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1974. **Mortgage tax paid: $480,561.25.**

Mortgage Assumption, Consolidation, Modification and Spreader Agreement dated as of November 17, 1989 made between The Chase Manhattan Bank (National Association) and Sullivan Properties, L.P. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 2006. Consolidates Mortgages 1 - 24 to secure the principal sum of $7,032,769.00.

Note and Mortgage Severance Agreement dated as of July 30, 1993 by and between Sullivan Properties, L.P. and The Chase Manhattan Bank (National Association) and recorded in the Office of the New York City Register, New York County, on August 9, 1993 in Reel 1996 page 879. Splits and severs the lien of Mortgages 1 - 24, as consolidated, into the following two liens:

a. A lien of $5,560,000.00, which lien is evidenced by Severed Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 30, 1997 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) **("Mortgage A")** and recorded in the Office of the New York City Register, New York County, on August 9, 1993 in Reel 1996 page 913; and

b. A lien of $1,472,769.00, which lien Mortgage Assumption, Consolidation, Modification and Spreader Agreement dated as of November 17, 1989 made between The Chase Manhattan Bank (National Association) and Sullivan Properties, L.P. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 2006, which lien does not encumber the Land set forth in Schedule A as released pursuant to Release of Mortgage recorded in Reel 2707 page 1659.

NE1 3330053v.2

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.

2020052000291003002E3C52

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 15**

Document ID: 2020052000291003 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: ASSIGNMENT OF LEASES AND RENTS
Document Page Count: 13

PRESENTER:
NEW YORK LAND SERVICES/TO BE PICKED UP
630 THIRD AVENUE- 12TH FLOOR
NEW YORK, NY 10017
212-490-2277
TITLE NO. 20NYM13450

RETURN TO:
MCCARTER & ENGLISH, LLP
ATTN: JEFFREY A. PETIT, ESQ
FOUR GATEWAY CENTER/100 MULBERRY STREET
NEWARK, NJ 07102

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	503	1	Entire Lot		97 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
MANHATTAN	503	6	Entire Lot		107 - 109 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

Document ID: 2020052000291002

PARTIES

ASSIGNOR:
SULLIVAN PROPERTIES, L.P.
C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET
NEW YORK, NY 10019

ASSIGNEE:
STATE FARM REALTY MORTGAGE, L.L.C.
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	6,000,000.00
Taxable Mortgage Amount:	$	0.00
Exemption:		255
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:	$	120.00
Affidavit Fee:	$	8.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-26-2020 11:56
City Register File No.(CRFN): **2020000155422**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020052000291003002C3ED2

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 15**

Document ID: 2020052000291003 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: ASSIGNMENT OF LEASES AND RENTS

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	503	8 Entire Lot		111 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	9 Entire Lot		113 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	10 Entire Lot		115 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	11 Entire Lot		117 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	12 Entire Lot		119 SULLIVAN STREET
Property Type: COMMERCIAL REAL ESTATE				

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "**Assignment**") is made and executed as of the 15th day of May, 2020 by **SULLIVAN PROPERTIES, L.P.**, a Delaware limited partnership, whose mailing address is c/o The Zucker Organization, 101 West 55th Street, New York, New York 10019, Attn: Mr. Donald Zucker ("**Borrower**"), to, in favor of and for the benefit of **STATE FARM REALTY MORTGAGE, L.L.C.**, a Delaware limited liability company, whose mailing address is One State Farm Plaza, Bloomington, Illinois 61710 ("**State Farm**").

RECITALS

A. State Farm has made a loan to Borrower (the "**Loan**") which is evidenced by that certain Promissory Note executed by Borrower to and in favor of State Farm of even date herewith in the principal amount of Six Million and 00/100 Dollars ($6,000,000.00) (the "**Note**").

B. The Note is secured by (i) a Consolidated, Amended and Restated Mortgage and Security Agreement executed by Borrower to and in favor of State Farm of even date herewith (the "**Mortgage**") granting to State Farm, among other things, a first priority mortgage lien and encumbrance upon the **Secured Property** (as defined in the Mortgage) affecting the **Real Estate** (as defined in the Mortgage) legally described in Exhibit A attached to this Assignment; and (ii) certain other **Loan Documents** (as defined in the Mortgage) also executed by Borrower to and in favor of State Farm of even date herewith.

C. As a material inducement to State Farm to make the Loan, Borrower makes this Assignment.

AGREEMENTS

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Assignment of Rents and Leases.

1.1. Definitions. For purposes of this Assignment, the following definitions shall apply:

1.1.1. "**Major Leases**": As used herein, the term "Major Leases" shall not be applicable.

1.1.2. "**Minor Leases**": Leases that are not Major Leases; provided, however, if any Minor Lease, after modification, meets the definition of a Major Lease, such Minor Lease shall thereupon become a Major Lease.

1.1.3. "**Leases**": All Major Leases and Minor Leases.

1.1.4. "**Guaranties**": Any and all guaranties of the payment of rent by and performance of all other obligations of the tenant(s) under the Leases.

1.2. **Assignment of Rents.** Subject to the terms and conditions of this Assignment, Borrower hereby absolutely, unconditionally and irrevocably transfers, conveys, assigns and grants to State Farm all of Borrower's right, title and interest in and to all rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in cash, letter of credit or other form), advance rentals, damages, insurance and condemnation proceeds and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "**Rents**").

1.3. **Assignment of Leases.** Subject to the terms and conditions of this Assignment, Borrower hereby absolutely, unconditionally and irrevocably transfers, conveys, assigns and grants to State Farm all of Borrower's right, title and interest as landlord in, to and under all Leases, now or hereafter existing or entered into, together with any and all Guaranties.

1.4. **Absolute Assignments.** The foregoing assignments of Rents and Leases are present and absolute assignments and not assignments for or as security only. State Farm's right to the Rents and Leases is not contingent upon its possession of the Secured Property.

1.5. **License.** State Farm hereby grants to and confers upon Borrower a revocable license (the "**License**") to collect and retain the Rents as the same become due and payable under the Leases, but not in excess of thirty (30) days in advance, so long as, and only so long as, no **Event of Default** (as defined below) exists under this Assignment. Upon the occurrence of an Event of Default under this Assignment, the License shall immediately and automatically be revoked, cease and terminate without notice.

Upon any such revocation and termination of the License, State Farm shall have the right to notify all tenants under the Leases to pay the Rents then due and thereafter coming due directly to State Farm. After such revocation and termination of the License, any and all Rents

received by Borrower shall be remitted to State Farm not later than three (3) business days following Borrower's receipt of the same.

Borrower hereby authorizes and directs any tenant under the Leases, upon receipt of written notice from State Farm stating that an Event of Default has occurred or exists under this Assignment, to pay directly to State Farm the Rents then due and thereafter coming due under the Leases. Borrower agrees that any tenant shall have the right to rely upon any such notice from State Farm without any obligation, and without any right, to inquire as to whether any such Event of Default has actually occurred or exists and notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim (and hereby waives any claim) against any tenant for the Rents paid by such tenant directly to State Farm following its receipt of any such notice from State Farm.

1.6 Covenants.

1.6.1. General. All Leases shall be written on Borrower's standard form of lease or on such other form of lease, each of which shall have been approved by State Farm, which approval shall not be unreasonably withheld. Borrower shall furnish State Farm with executed copies of all non-residential Leases within fifteen (15) days after execution thereof and all residential Leases within fifteen (15) days after written request by State Farm. All proposed Leases and extensions, renewals, amendments or modifications of existing Leases shall (a) be at rental rates (including rental concessions) that are at least equal to those charged for comparable properties within the submarket area of the Secured Property; (b) have been negotiated at arm's length with bona fide independent third party tenants; and (c) in Borrower's prudent business judgment, not materially impair the value of the Secured Property. All Leases shall state that they are subordinate to the Mortgage and shall include an agreement by the tenant to attorn to State Farm.

1.6.2. Negative Covenants. Borrower shall not, without the prior written consent of State Farm, (a) enter into any new Major Lease or extend, renew, amend or modify any Major Lease (other than extensions, renewals, amendments or modifications in accordance with the terms of a Major Lease previously approved by State Farm); (b) consent to or permit the assignment or subletting of any Major Lease (other than assignments or subleases in accordance with the terms of a Major Lease previously approved by State Farm); (c) amend or modify any Minor Lease so as to cause such Minor Lease to become a Major Lease; (d) cancel or terminate any Lease; or (e) alter, amend, modify, change or terminate the terms of any guaranties of any Major Lease.

1.6.3. Affirmative Covenants. So long as no Event of Default is in existence under any of the Loan Documents and subject to Sections 1.6.1 and 1.6.2(c) and (d) above, Borrower may enter into, extend, renew, amend, modify or permit the assignment or sublease of any of the Minor Leases.

1.6.4. Major Leases. Any Major Lease submitted for State Farm's consent shall be accompanied by (a) a lease abstract; (b) a then-current rent roll for the Secured Property; (c) the floor plan for the demised premises; and (d) tenant financial statements. State Farm shall require a tenant estoppel certificate and a subordination, non-disturbance and attornment agreement for Major Leases on State Farm's then current form (subject to revisions as may be accepted by State Farm in State Farm's commercially reasonable discretion), or such other form as State Farm may approve in its commercially reasonable discretion.

1.6.5. Consent. Any consent to be given or denied with respect to any Lease shall be given or denied no later than ten (10) business days after the actual receipt by State Farm of the Lease to be approved and any other additional information reasonably requested by State Farm regarding such Lease, or such consent shall be deemed given; provided, however, such ten (10) business day period shall commence only upon State Farm's receipt of all information reasonably necessary to make an informed decision about the Lease and a written notice from Borrower accompanying such Lease and additional information, which notice includes a statement in capitalized letters substantially as follows:

> PURSUANT TO SECTION 1.6 OF THE ASSIGNMENT OF RENTS AND LEASES, STATE FARM HAS TEN (10) BUSINESS DAYS FROM THE RECEIPT OF THIS NOTICE TO APPROVE OR DISAPPROVE THE LEASE OR SUCH LEASE SHALL BE DEEMED APPROVED.

1.6.6. Servicing Fees. State Farm shall have the right to impose a **Servicing Fee** (as defined in the Mortgage) in connection with the review of any documentation submitted for State Farm's approval hereunder. Borrower shall also be responsible for the payment of all reasonable fees and expenses of State Farm's outside counsel in the event State Farm, in its sole discretion, shall determine that the assistance of an attorney is necessary.

2. Default and Remedies.

2.1. Default.

2.1.1. It shall constitute an event of default (an "**Event of Default**") of and under this Assignment and under the other Loan Documents if Borrower shall fail to perform or observe any of the covenants, agreements or conditions of this Assignment and such failure shall remain uncured for thirty (30) days after written notice to Borrower of the occurrence of such failure, provided, however, that State Farm shall extend such cure period up to ninety (90) days if State Farm determines in good faith that: (i) such default cannot reasonably be cured within such 30 days period but can be cured within ninety

(90) days; (ii) no lien or security interest created by the Loan Documents shall be impaired prior to the anticipated completion of such cure; and (iii) State Farm's immediate exercise of any remedies provided in this Assignment or by law is not necessary for the protection or preservation of the Premises or State Farm's security interest therein or lien thereon, and Borrower shall immediately commence and diligently pursue the cure of such default.

2.1.2. It shall constitute an Event of Default of and under this Assignment if there shall occur under the Note, Mortgage and other Loan Documents an "**Event of Default**" as defined in any of those Loan Documents.

2.2. Remedies.

2.2.1. Upon the occurrence of an Event of Default, the License shall automatically be revoked, cease and terminate without notice to Borrower and without regard to the adequacy or inadequacy of State Farm's security under this Assignment, the Mortgage or the other Loan Documents. Thereupon, State Farm shall be entitled to exercise any and all rights and remedies provided in this Assignment, the Mortgage and the other Loan Documents. The application of any Rents collected by State Farm shall be in accordance with the terms of the Mortgage.

2.2.2. The rights and remedies provided in this Assignment shall not be deemed exclusive of any rights or remedies granted to State Farm in the Mortgage or by law, but shall be deemed special and additional rights and remedies and shall be cumulative with those rights and remedies granted in the Mortgage or by law.

3. Miscellaneous.

3.1. Perfection. This Assignment shall be perfected upon its recordation in the official public records of New York County, New York. Neither possession of the Rents nor the appointment of a receiver of the Secured Property shall be required for such perfection.

3.2. Assignment. State Farm may assign its rights in and under this Assignment to any subsequent holder of the Note and Mortgage and to any person acquiring title to the Secured Property through foreclosure of the Mortgage or otherwise.

3.3. Obligations. State Farm shall not be obligated to perform or discharge, nor, by its acceptance of this Assignment, does it undertake to perform or discharge, any obligation, duty or liability of Borrower, as landlord under the Leases, or otherwise. Nothing herein contained shall be construed as causing State Farm to be a "Mortgagee in Possession" and State Farm shall

have no liability of a Mortgagee in Possession by exercising its rights under this Assignment, all such liability being expressly waived and released by Borrower.

3.4. **Ownership.** Borrower represents and warrants that (a) it is the absolute owner of the Rents and Leases with full right, power and authority to execute and deliver this Assignment; and (b) there is no outstanding assignment or pledge of the Rents or Leases or any one thereof.

3.5. **Notices.** Any Notice required to be given hereunder shall be given in the manner specified in the Mortgage.

3.6. **Conflict.** In the event of a conflict between the provisions of this Assignment and any other Loan Documents, this Assignment shall control.

3.7. **Cooperation.** Borrower agrees to cooperate with any reasonable request of State Farm to implement the provisions of this Assignment.

3.8. **Successors and Assigns.** Whenever the word "Borrower" is used herein, it is agreed and understood that the same includes and shall be binding upon Borrower's successors and assigns and any party holding title to the Secured Property by, through or under Borrower. All of the rights, powers, privileges and immunities herein granted and assigned to State Farm shall also inure to its successors and assigns, including all holders of the Note and Mortgage.

3.9. **Waiver of Trial by Jury.** Borrower hereby waives, to the fullest extent permitted by **Applicable Law** (as defined in the Note), the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating, directly or indirectly, to this Assignment or any acts or omissions of Borrower in connection therewith or contemplated thereby.

3.10 **Non-recourse.** The provisions of Article V of the Note are incorporated herein by this reference as if such provisions were fully set forth herein.

3.11. **Section 291-f Agreement.** This Assignment is intended to be, and shall operate as, the agreement described in Section 291-f of the Real Property Law of the State of New York and shall be entitled to the benefits afforded thereby. Borrower shall (unless such notice is contained in such tenant's Lease) deliver notice (to commercial tenants only) of any interest in any Lease, by assignment or otherwise, and shall take such other action as may now or hereafter be reasonably required to afford State Farm the full protections and benefits of Section 291-f.

[Remainder of This Page Left Intentionally Blank]

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the day and year first above written.

SULLIVAN PROPERTIES, L.P., a Delaware limited partnership

By: Sullivan GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Donald Zucker
Title: Manager

State of New York)
) ss:
County of New York)

On the 13 day of May in the year 2020, before me, the undersigned, personally appeared Donald Zucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
[SEAL]

DANIEL F. SULLIVAN
Notary Public, State of New York
No. 02SU4967917
Qualified in Orange County
Commission Expires June 15, 20 22

SIGNATURE AND ACKNOWLEDGMENT PAGE
ASSIGNMENT OF RENTS AND LEASES

Exhibit A

Legal Description

PARCEL I

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 75 feet northerly from the corner formed by the intersection of the easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE northerly along the easterly side of Sullivan Street, 25 feet;

THENCE easterly parallel with the northerly side of Spring Street, 65 feet 11 inches;

THENCE southerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the northerly side of Spring Street, 65 feet 11 inches to the easterly side of Sullivan Street, at the point or place of BEGINNING.

(For Information Only: Block 503, Lot 1 – 97 Sullivan Street, NY, NY)

PARCEL II

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 200 feet northerly from the corner formed by the intersection of the said easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE southeasterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches;

THENCE northeasterly and parallel with the said easterly side of Sullivan Street, 50 feet;

THENCE northwesterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches to the said easterly side of Sullivan Street;

THENCE southwesterly along the said easterly side of Sullivan Street, 50 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 6 – 107 - 109 Sullivan Street, NY, NY)

PARCEL III

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 201 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 8 - 111 Sullivan Street, NY, NY)

PARCEL IV

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 176 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 9 - 113 Sullivan Street, NY, NY)

PARCEL V

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly and parallel with Prince Street, 100.00 feet to a point;

THENCE southerly and parallel with Sullivan Street, 25.00 feet to a point;

THENCE westerly and parallel with Prince Street, 100.00 feet to a point on the easterly side of Sullivan Street; and

THENCE northerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 10 - 115 Sullivan Street, NY, NY)

PARCEL VI

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the southeasterly corner of Sullivan Street and Prince Street;

RUNNING THENCE easterly along the southerly side of the southerly wall of the premises hereby described and in a line in continuation thereof and parallel with Prince Street, 100 feet;

THENCE northerly and in a line parallel with Sullivan Street, 25.00 feet;

THENCE westerly and in a line parallel with Prince Street and part of the way through a party wall, 100.00 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING. Be the said several distances or dimensions more or less.

(For Information Only: Block 503, Lot 11 – 117 Sullivan Street, NY, NY)

PARCEL VII

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 126 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly on a line parallel with Prince Street and part of the distance through a party wall, 100 feet;

THENCE northerly on a line parallel with Sullivan Street, 25 feet;

THENCE westerly on a line parallel with Prince Street, 100 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 12 – 119 Sullivan Street, NY, NY)

SULLIVAN PROPERTIES, L.P., as assignor
(Borrower)

to

STATE FARM REALTY MORTGAGE, L.L.C., as assignee
(Lender)

ASSIGNMENT OF RENTS AND LEASES

Dated: as of May 15, 2020

Premises:	97, 107-109, 111, 113, 115, 117 & 119 Sullivan Street, New York, New York
County:	New York
Block:	503
Lots:	1, 6, 8, 9, 10, 11 and 12

DOCUMENT PREPARED BY AND WHEN RECORDED RETURN TO:

McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102
Attention: Jeffrey A. Petit, Esq.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020052000291003002SF2D3

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2020052000291003 Document Date: 05-15-2020 Preparation Date: 05-26-2020
Document Type: ASSIGNMENT OF LEASES AND RENTS

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
255 MORTGAGE TAX EXEMPT AFFIDAVIT	16

AFFIDAVIT UNDER SECTION 255 TAX LAW

State of New York)
) ss.:
County of New York)

Donald Zucker, being duly sworn, deposes and says

1. I am the general partner of **SULLIVAN PROPERTIES, L.P.**, a Delaware limited partnership ("Owner"), the owner of the premises described below. Deponent is familiar with the mortgage covering the following premises: 97, 107-109, 111, 113, 115, 117 & 119 Sullivan Street, New York, New York.

2. Owner has entered into a Consolidated, Amended and Restated Mortgage and Security Agreement (the "Mortgage") dated as of May 15, 2020, with State Farm Realty Mortgage, L.L.C., in the amount of $6,000,000.00, which Mortgage further secures the indebtedness secured by the mortgages set forth on the annexed Schedule A, which Mortgage encumbers the property referred to above and upon which all applicable Mortgage tax has been duly paid to the Office of the City Register of the City of New York as set forth in Schedule A.

3. Owner has executed in favor of State Farm Realty Mortgage, L.L.C., an Assignment of Leases and Rents (the "Assignment") of even date with the Mortgage and in connection therewith.

4. The Assignment being submitted herewith for recording does not create or secure any new or further indebtedness or obligation other than the principal indebtedness or obligation secured by the Mortgage, nor have there been any re-loans or re-advances under said Assignment or Mortgage.

ME1 33300684v.2

SULLIVAN PROPERTIES, L.P., a Delaware limited partnership

By: Sullivan GP, LLC, a Delaware limited liability company,
its general partner

By: _____
Name: Donald Zucker
Title: Manager

State of New York)
) ss:
County of New York)

On the 11 day of May in the year 2020, before me, the undersigned, personally appeared Donald Zucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public
[SEAL]

DANIEL F. SULLIVAN
Notary Public, State of New York
No. 02SU6297917
Qualified in Orange County
Commission Expires June 15, 20__

SIGNATURE AND ACKNOWLEDGMENT PAGE
SECTION 255 TAX LAW AFFIDAVIT (ALR)

SCHEDULE A

Description of Mortgages

Mortgage A*

Severed Mortgage, Assignment of Leases and Rents and Security Agreement dated July 30, 1993 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) to secure the principal sum of $5,560,000.00 and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 913. **Mortgage tax paid None (Section 255 Affidavit filed).**

Assignment of Severed Mortgage dated July 30, 1993, made by The Chase Manhattan Bank (National Association) to Citibank, N.A. and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 956. Assigns Mortgage A.

Amended and Restated Mortgage, Security Agreement, and Assignment of Leases and Rents dated July 30, 1993, made by and between Sullivan Properties, L.P. and Citibank, N.A. and recorded in the Office of the New York City Register, New York County, on August 9, 1993, in Reel 1996, page 962.

Assignment of Mortgage dated December 21, 1994, made by Citibank, N.A. to The Bank of New York and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 79.

Mortgage B

Mortgage dated December 22, 1994, made by Sullivan Properties, L.P. to The Bank of New York to secure the principal sum of $340,000.00 and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 96. **Mortgage tax paid: $6,800.00.**

Consolidation, Modification and Extension Agreement dated December 22, 1994, made by and between Sullivan Properties, L.P. and The Bank of New York and recorded in the Office of the New York City Register, New York County, on January 3, 1995, in Reel 2169, page 111. Consolidates Mortgages A & B to form a single lien securing the principal sum of $5,500,000.00.

Assignment of Mortgage dated as of July 16, 1998, made by The Bank of New York to Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc., and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1649. Assigns Mortgages A & B, as consolidated.

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Mortgage C

Mortgage dated July 16, 1998, made by Sullivan Properties, L.P. to Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., to secure the principal sum of $2,274,054.44, and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1635. **Mortgage tax paid: $62,537.75.**

Consolidation, Modification, Spreader and Extension Agreement dated as of July 16, 1998, made by and between Sullivan Properties, L.P. and Lehman Brothers Holdings Inc. d/b/a Lehman Capital, a Division of Lehman Brothers Holdings Inc., and recorded in the Office of the New York City Register, New York County, on September 16, 1998, in Reel 2707, page 1682. Consolidates Mortgages A, B & C to form a single lien securing the principal sum of $7,500,000.00.

Assignment of Consolidation, Modification, Spreader and Extension Agreement dated as of August 4, 2005, effective as of July 16, 1998, made by and between Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., to LaSalle National Bank, as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4, and recorded in the Office of the City Register of the City of New York on August 19, 2005, under CRFN 2005000469333. Assigns the Consolidation Agreement recorded in Reel 2707, page 1682.

Assignment of Mortgage dated as of May 1, 2008, made by LaSalle Bank National (F/K/A LaSalle National Bank), as Trustee for the Registered Holders of LB Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1998-C4, to The Bank of New York and recorded in the Office of the City Register of the City of New York on May 20, 2008, under CRFN 2008000203093. Assigns Mortgages A through C, as consolidated.

Mortgage Modification and Extension Agreement dated as of May 1, 2008, made by and between Sullivan Properties, L.P. and The Bank of New York and recorded in the Office of the City Register of the City of New York on May 20, 2008, under CRFN 2008000203094.

Assignment of Mortgage dated as of October 16, 2008, made by The Bank of New York to Valley National Bank and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425148. Assigns Mortgages A through C, as consolidated.

Mortgage D

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Mortgage dated as of October 16, 2008, made by Sullivan Properties, L.P. to Valley National Bank to secure the principal sum of $13,722.09 and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425149. **Mortgage tax paid: $280.85.**

Agreement of Spreader, Consolidation and Modification of Mortgage, Security Agreement, Fixture Filing and Financing Statement dated as of October 16, 2008 made by and between Sullivan Properties, L.P. and Valley National Bank and recorded in the Office of the City Register of the City of New York on October 31, 2008, under CRFN 2008000425150. Consolidates Mortgages A through D to form a single lien securing the principal sum of $6,500,000.00.

Mortgage Loan Assignment dated as of April 30, 2014, made by Valley National Bank to VNB Capital Corp. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163765. Assigns Mortgages A through D, as consolidated.

Assignment of Mortgage dated as of April 30, 2014, made by VNB Capital Corp. to State Farm Realty Mortgage, L.L.C. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163766. Assigns Mortgages A through D, as consolidated.

Mortgage Consolidation, Modification and Extension Agreement dated as of May 6, 2014, between Sullivan Properties, L.P. and State Farm Realty Mortgage, L.L.C. and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163767. Consolidates Mortgages A through D to form a single lien securing the principal sum of $6,500,000.00.

Mortgage and Security Agreement dated as of May 6, 2014, made by Sullivan Properties, L.P. to State Farm Realty Mortgage, L.L.C. to secure the principal sum of $6,500,000.00 and recorded in the Office of the City Register of the City of New York on May 13, 2014 under CRFN 2014000163768. Further secures the principal indebtedness secured by Mortgages A through D, as consolidated.

Mortgage E

GAP Mortgage and Security Agreement dated as of May 15, 2020 made by Sullivan Properties, L.P. to State Farm Realty Mortgage, L.L.C. to secure the principal sum of $248,814.20 and to be duly recorded in the Office of the City Register of the City of New York. **Mortgage tax paid: $5,100.40.**

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Consolidated, Amended and Restated Mortgage and Security Agreement dated as of May 15, 2020 made between Sullivan Properties, L.P. and State Farm Realty Mortgage, L.L.C. and to be duly recorded in the Office of the City Register of the City of New York. Said Agreement consolidates, amends and restates Mortgages A through E, securing a principal balance of $6,000,000.00.

***Mortgage A is the result of the following:**

Mortgage 1

Mortgage dated November 20, 1969 made by 97 Sullivan St. Corp. to Lurie Mortgage Corporation and Paltab Realty Corporation to secure the principal sum of $100,000.00 and recorded in the Office of the New York City Register, New York County, on November 24, 1969 in Reel 157 page 635. **Mortgage tax paid: $750.00.**

Assignment of Mortgage dated June 1, 1971 from Lurie Mortgage Corporation and Paltab Realty Corporation to Sackman-Gilliland Corporation and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 835. Assigns Mortgage 1.

Mortgage 2

Mortgage dated June 2, 1971 made by Sull-Cor Realty, Inc. to Sackman-Gilliland Corporation to secure the principal sum of $25,000.00 and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 837. **Mortgage tax paid: $187.50.**

Consolidation and Extension Agreement dated June 2, 1971 made between Sackman-Gilliland Corporation and Sull-Cor Realty, Inc. and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 841. Consolidates Mortgages A and B to form to a single lien in the amount of $125,000.00.

Assignment of Mortgage dated June 1, 1971 from Sackman-Gilliland Corporation to BT Mortgage Investors and recorded in the Office of the New York City Register, New York County, on July 14, 1971 in Reel 210 page 1163. Assigns Mortgages 1 and 2, as consolidated.

Assignment of Mortgage dated January 28, 1981 from BT Mortgage Investors to Wells Fargo Bank, N.A. and recorded in the Office of the New York City Register, New York County, on February 23, 1981 in Reel 555 page 1502. Assigns Mortgages 1 and 2, as consolidated.

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Assignment of Mortgage dated January 30, 1981 from Wells Fargo Bank, N.A. to Bankers Trust Company and recorded in the Office of the New York City Register, New York County, on March 17, 1981 in Reel 558 page 1279. Assigns Mortgages 1 and 2, as consolidated.

Modification and Extension Agreement dated February 25, 1983 made between Bankers Trust Company and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on March 2, 1983 in Reel 670 page 511.
Assignment of Mortgage dated August 8, 1984 from Bankers Trust Company to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1939. Assigns Mortgages 1 and 2, as consolidated.

Mortgage 3

Mortgage dated August 8, 1984 made by Edryn Corporation to Bankers Federal Savings and Loan Association to secure the principal sum of $361,350.25 and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1963. **Mortgage tax paid: $5,421.00.**

Agreement dated as of August 8, 1984 made between Edryn Corporation and Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1977. Consolidates Mortgages 1 - 3 to form a single lien in the amount of $450,000.00.

Assignment of Mortgage dated November 14, 1989 from Bankers Federal Savings FSB f/k/a Bankers Federal Savings and Loan Association to Chase Manhattan Bank and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1949. Assigns Mortgages 1 - 3, as consolidated.

Mortgage 4

Mortgage dated January 20, 1984 made by Jemiser Corp. to Rudolph Taplitz and Jacob J. Entin to secure the principal sum of $450,000.00 and recorded in the Office of the New York City Register, New York County, on January 23, 1984 in Reel 758 page 236. **Mortgage tax paid: $6,750.00.**

Assignment of Mortgage dated January 29, 1985 from Jacob J. Entin to Jacob J. Entin and Anne C. Entin, Trustees U/DT dated January 15, 1985 F/B/O Jacob J. Entin and Anne C. Entin and recorded in the Office of the New York City Register, New York County, on February 7, 1985 in Reel 875 page 3. Assigns ½ interest in Mortgage 4.

Assignment of Mortgage dated July 15, 1989 from Jacob J. Entin and Anne C. Entin, Trustees U/DT dated January 15, 1985 F/B/O Jacob J. Entin and Anne C. Entin, and Freida Taplitz and William Chester Taplitz, Executors of the estate of Rudolph Taplitz, to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1938. Assigns Mortgage 4.

Mortgage 5

Mortgage dated December 4, 1987 made by Jemiser Corp. to Philip International Corporation to secure the principal sum of $450,000.00 and recorded in the Office of the New York City Register, New York County, on December 22, 1987 in Reel 1336 page 1923. **Mortgage tax paid: $3,750.00.**

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1965. Assigns Mortgage 5.

Mortgage 6

Mortgage dated November 25, 1985 made by Edryn Corporation to Concordia Development Co. to secure the principal sum of $350,000.00 and recorded in the Office of the New York City Register, New York County, on December 13, 1985 in Reel 996 page 1985. **Mortgage tax paid: $5,250.00.**

Assignment of Mortgage dated November 16, 1989 from Concordia Development Co. to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1971. Assigns Mortgage 6.

Mortgage 7

Mortgage dated November 18, 1988 made by Edryn Corporation to Philip International Corporation to secure the principal sum of $350,000.00 and recorded in the Office of the New York City Register, New York County, on March 28, 1989 in Reel 1553 page 1088. **Mortgage tax paid: $5,250.00.**

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A., and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1968. Assigns Mortgage 7.

Mortgage 8

Mortgage dated August 31, 1966 made by Kacejay Corporation to Manufacturers Hanover Trust Company to secure the principal sum of $210,000.00 and recorded in the Office of the New York

City Register, New York County, on September 1, 1966 in Rec. Liber 98 page 253. **Mortgage tax paid: $1,050.00.**

Assignment of Mortgage dated November 14, 1967 from Manufacturers Hanover Trust Company to Albany Savings Bank and recorded in the Office of the New York City Register, New York County, on November 17, 1967 in Rec. Liber 244 page 404. Assigns Mortgage 8

Mortgage 9

Mortgage dated January 30, 1968 made by Kacejay Corporation to Albany Savings Bank to secure the principal sum of $40,000.00 and recorded in the Office of the New York City Register, New York County, on January 31, 1968 in Rec. Liber 271 page 362. **Mortgage tax paid: $200.00.** By its terms, Mortgage 9 is consolidated with Mortgage 8 to form a single lien in the amount of $250,000.00.

Assignment of Mortgage dated July 19, 1971 from Albany Savings Bank to Sackman-Gilliland Corporation and recorded in the Office of the New York City Register, New York County, on July 23, 1971 in Reel 211 page 1877. Assigns Mortgages 8 and 9, as consolidated.

Mortgage 10

Mortgage dated July 21, 1971 made by Sull-Cor Realty, Inc. to Sackman-Gilliland Corporation to secure the principal sum of $249,092.30 and recorded in the Office of the New York City Register, New York County, on July 26, 1971 in Reel 212 page 151. **Mortgage tax paid: $1,868.25.**

Consolidation and Extension Agreement dated July 21, 1971 made between Sackman-Gilliland Corporation and Sull-Cor Realty, Inc. and recorded in the Office of the New York City Register, New York County, on July 23, 1971 in Reel 211 page 1881. Consolidates Mortgages 8 – 10 to form a single lien in the amount of $450,000.00.

Assignment of Mortgage dated July 29, 1971 from Sackman-Gilliland Corporation to BT Mortgage Investors and recorded in the Office of the New York City Register, New York County, on August 10, 1971 in Reel 214 page 293. Assigns Mortgages 8 - 10, as consolidated.

Assignment of Mortgage dated January 28, 1981 from BT Mortgage Investors to Wells Fargo Bank, N.A. and recorded in the Office of the New York City Register, New York County, on February 25, 1981 in Reel 556 page 216. Assigns Mortgages 8 - 10, as consolidated.

Assignment of Mortgage dated January 30, 1981 from Wells Fargo Bank, N.A. to Bankers Trust Company and recorded in the Office of the New York City Register, New York County, on March 17, 1981 in Reel 558 page 1282. Assigns Mortgages 8 - 10, as consolidated.

Modification and Extension Agreement dated February 25, 1983 made between Bankers Trust Company and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on March 2, 1983 in Reel 670 page 505.

Assignment of Mortgage dated September 14, 1984 from Bankers Trust Company to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 929. Assigns Mortgages 8 – 10, as consolidated.

Mortgage 11

Mortgage dated November 7, 1978 made by Edryn Corporation to Philip International Corporation to secure the principal sum of $50,000.00 and recorded in the Office of the New York City Register, New York County, on March 13, 1987 in Reel 1202 page 1110. **Mortgage tax paid: $625.00.**

Assignment of Mortgage dated August 1, 1984 from Philip International Corporation to Shanatey Corporation and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1949. Assigns Mortgage 11.

Assignment of Mortgage dated September 14, 1984 from Shanatey Corporation to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 954. Assigns Mortgage 11.

Mortgage 12

Mortgage dated April 10, 1968 made by Kacejay Corporation to Philger Realty Corp. to secure the principal sum of $70,000.00 and recorded in the Office of the New York City Register, New York County, on May 17, 1968 in Rec. Liber 306 page 375. **Mortgage tax paid: $350.00**

Assignment of Mortgage dated September 15, 1971 from Philger Realty Corp. to The Mastan Company Incorporated and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1635. Assigns Mortgage 12.

Mortgage 13

Mortgage dated October 23, 1968 made by Kacejay Corporation to Philger Realty Corp. to secure the principal sum of $40,000.00 and recorded in the Office of the New York City Register, New York County, on November 14, 1968 in Reel 123 page 198. **Mortgage tax paid: $200.00.**

Assignment of Mortgage dated September 15, 1971 from Philger Realty Corp. to The Mastan Company Incorporated and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1637. Assigns Mortgage 13.

Mortgage 14

Mortgage dated August 26, 1970 made by 97 Sullivan St. Corp. to Lurie Mortgage Corporation to secure the principal sum of $15,000.00 and recorded in the Office of the New York City Register, New York County, on August 28, 1970 in Reel 182 page 1227. **Mortgage tax paid: $112.50.**

Assignment of Mortgage dated June 1, 1971 from Lurie Mortgage Corporation to Paltab Realty Corporation and recorded in the Office of the New York City Register, New York County, on June 4, 1971 in Reel 206 page 852. Assigns Mortgage 14.

Assignment of Mortgage dated September 14, 1971 from Paltab Realty Corporation to The Mastan Company, Incorporated and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1633. Assigns Mortgage 14.

Mortgage 15

Mortgage dated September 15, 1971 made by Sull-Cor Realty, Inc. to The Mastan Company, Incorporated to secure the principal sum of $50,000.00 and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1639. **Mortgage tax paid: $625.00.**

Consolidation and Extension Agreement dated September 15, 1971 made between The Mastan Company, Incorporated and Sull-Cor Realty, Inc. and recorded in the Office of the New York City Register, New York County, on September 24, 1971 in Reel 217 page 1625. Consolidates Mortgages 12 – 15 to form a single lien in the amount of $175,000.00.

Assignment of Mortgage dated October 10, 1974 from The Mastan Company, Incorporated to Bleecker-Thompson Corporation and recorded in the Office of the New York City Register, New York County, on October 22, 1974 in Reel 327 page 581. Assigns Mortgage 12 – 15, as consolidated.

Consolidation and Extension Agreement dated October 10, 1974 made between Bleecker-Thompson Corporation and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on October 22, 1974 in Reel 327 page 584. Restates Mortgages 12 – 15, as consolidated, securing the principal sum of $80,000.00.

Assignment of Mortgage dated November 29, 1977 from Bleecker-Thompson Corporation to Philip International Corporation and recorded in the Office of the New York City Register, New York County, on December 9, 1977 in Reel 420 page 1466. Assigns Mortgages 12 – 15, as consolidated.

Mortgage 16

Mortgage dated November 29, 1977 made by Edryn Corporation to Philip International Corporation to secure the principal sum of $45,000.00 and recorded in the Office of the New York City Register, New York County, on December 9, 1977 in Reel 420 page 1468. **Mortgage tax paid: $562.50.**

Consolidation and Extension Agreement dated November 29, 1977 made between Philip International Corporation and Edryn Corporation and recorded in the Office of the New York City Register, New York County, on December 9, 1977 in Reel 420 page 1474. Consolidates Mortgages 12 – 16 to form a single lien in the amount of $125,000.00.

Assignment of Mortgage dated October 24, 1983 from Philip International Corporation to Shanatey Corporation and recorded in the Office of the New York City Register, New York County, on November 15, 1983 in Reel 735 page 1560. Assigns Mortgages 12 – 16, as consolidated.

Assignment of Mortgage dated December 12, 1983 from Shanatey Corporation to Philip International Corporation and recorded in the Office of the New York City Register, New York County, on December 16, 1983 in Reel 745 page 1974. Assigns Mortgages 12 – 16, as consolidated.

Assignment of Mortgage dated August 2, 1984 from Philip International Corporation to Shanatey Corporation and recorded in the Office of the New York City Register, New York County, on September 14, 1984 in Reel 831 page 1955. Assigns Mortgages 12 – 16, as consolidated.

Assignment of Mortgage dated September 14, 1984 from Shanatey Corporation to Bankers Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 956. Assigns Mortgages 12 – 16, as consolidated.

Mortgage 17

Mortgage dated September 14, 1984 made by Edryn Corporation to Bankers Federal Savings and Loan Association to secure the principal sum of $163,819.25 and recorded in the Office of the New York City Register, New York County, on December 12, 1984 in Reel 855 page 932. **Mortgage tax paid: $2,457.00.**

Consolidation Agreement dated as of September 14, 1984 made between Edryn Corporation and Bankers Federal Savings and Loan Association and recorded in the Office of the New York City

Register, New York County, on December 12, 1984 in Reel 855 page 939. Consolidates Mortgages 8 – 17 to form a single lien in the amount of $675,000.00.

Assignment of Mortgage dated November 13, 1989 from Bankers Federal Savings and Loan Association to Chase Manhattan Bank and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1941. Assigns Mortgages 8 – 17, as consolidated.

Mortgage 18

Mortgage dated September 3, 1987 made by 115 Sullivan Street Corp. to Philip International Corporation to secure the principal sum of $250,000.00 and recorded in the Office of the New York City Register, New York County, on September 30, 1987 in Reel 1297 page 466. **Mortgage tax paid: $3,750.00.**

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1962. Assigns Mortgage 18.

Mortgage 19

Mortgage dated June 29, 1973 made by Taraco Realty, Inc. to Ellenville Savings Bank to secure the principal sum of $90,000.00 and recorded in the Office of the New York City Register, New York County, on July 5, 1978 in Reel 284 page 384. **Mortgage tax paid: $1,125.00.**

Assignment of Mortgage dated October 18, 1983 from Ellenville Savings Bank to Maspeth Federal Savings and Loan Association and recorded in the Office of the New York City Register, New York County, on October 26, 1983 in Reel 730 page 663. Assigns Mortgage 19.

Mortgage 20

Mortgage dated October 24, 1983 made by Taraco Realty Inc. to Maspeth Federal Savings and Loan Association to secure the principal sum of $371,015.96 and recorded in the Office of the New York City Register, New York County, on October 26, 1983 in Reel 730 page 665. **Mortgage tax paid: $5,565.00.**

Agreement dated October 24, 1983 made between Maspeth Federal Savings and Loan Association and Taraco Realty Inc. and recorded in the Office of the New York City Register, New York County, on October 26, 1983 in Reel 730 page 669. Consolidates Mortgages 19 – 20 to form a single lien in the amount of $425,000.00.

Assignment of Mortgage dated November 15, 1989 from Maspeth Federal Savings and Loan Association to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1955. Assigns Mortgages 19 – 20, as consolidated.

Mortgage 21

Mortgage dated April 2, 1979 made by C.J.K. Realty Corp. to Mary Grillo, Lucy Mazziotta, Anna Maggio, Edith Rocco and George Baratta to secure the principal sum of $80,000.00 and recorded in the Office of the New York City Register, New York County, on April 10, 1979 in Reel 477 page 823. **Mortgage tax paid: $1,200.00.**

Assignment of Mortgage dated May 26, 1987 from Lucy Mazziotta, Anna Maggio, Edith Rocco, George Baratta and Anna Brandt, as Administratrix of the Estate of Mary Grillo, to Geraldine Bradler and recorded in the Office of the New York City Register, New York County, on May 29, 1987 in Reel 1237 page 1021. Assigns Mortgage 21.

Assignment of Mortgage dated November 16, 1989 from Geraldine Bradler to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1935. Assigns Mortgage 21.

Mortgage 22

Mortgage dated April 2, 1979 made by J.C.K. Realty Corp. to Rose Gold, Estelle Kupfer, Audrey Hupfer, Matalie Levy, Andre Langer and Elaine Langer and Joseph Langer to secure the principal sum of $40,000.00 and recorded in the Office of the New York City Register, New York County, on May 17, 1979 in Reel 481 page 1277. **Mortgage tax paid: $600.00.**

Assignment of Mortgage dated August 27, 1984 from Audrey Kupfer to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 866. Assigns interest in Mortgage 22.

Assignment of Mortgage dated August 26, 1984 from Elaine Langer and Natalie Levy, as Executrices of the Estate of Estelle Kupfer, to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 868. Assigns interests in Mortgage 22.

Assignment of Mortgage dated August 26, 1984 from Elaine Langer and Andre Langer to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 870. Assigns interests in Mortgage 22.

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Assignment of Mortgage dated August 27, 1984 from Natalie Levy a/k/a Matalie Levy to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 872. Assigns interest in Mortgage 22.

Assignment of Mortgage dated August 27, 1984 from Joseph Langer to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 874. Assigns interest in Mortgage 22.

Assignment of Mortgage dated August 26, 1984 from Rose Gold to Walkwood Corp. and recorded in the Office of the New York City Register, New York County, on January 13, 1987 in Reel 1173 page 876. Assigns interest in Mortgage 22.

Assignment of Mortgage dated April 9, 1987 from Walkwood Corp. to Philip International Corporation and recorded in the Office of the New York City Register, New York County, on April 30, 1987 in Reel 1223 page 2064. Assigns Mortgage 22.

Mortgage 23

Mortgage dated April 9, 1987 made by C.J.K. Realty Corp. to Philip International Corporation to secure the principal sum of $313,000.00 and recorded in the Office of the New York City Register, New York County, on April 30, 1987 in Reel 1223 page 2066. **Mortgage tax paid: $4,695.00.**

Consolidation Agreement dated April 9, 1987 made between Philip International Corporation and C.J.K. Realty Corp. and recorded in the Office of the New York City Register, New York County, on April 30, 1987 in Reel 1223 page 2070. Consolidates Mortgages 22 and 23 to form a single lien in the amount of $353,000.00.

Assignment of Mortgage dated November 16, 1989 from Philip International Corporation to The Chase Manhattan Bank, N.A. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1958. Assigns Mortgages 22 and 23, as consolidated.

Mortgage 24

Mortgage, Assignment of Leases and Rents and Security Agreement dated November 17, 1989 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) to secure the principal sum of $3,580,499.97 and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 1974. **Mortgage tax paid: $480,561.25.**

Mortgage Assumption, Consolidation, Modification and Spreader Agreement dated as of November 17, 1989 made between The Chase Manhattan Bank (National Association) and

Sullivan Properties, L.P. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 2006. Consolidates Mortgages 1 – 24 to secure the principal sum of $7,032,769.00.

Note and Mortgage Severance Agreement dated as of July 30, 1993 by and between Sullivan Properties, L.P. and The Chase Manhattan Bank (National Association) and recorded in the Office of the New York City Register, New York County, on August 9, 1993 in Reel 1996 page 879. Splits and severs the lien of Mortgages 1 - 24, as consolidated, into the following two liens:

a. A lien of $5,560,000.00, which lien is evidenced by Severed Mortgage, Assignment of Leases and Rents and Security Agreement dated as of July 30, 1997 made by Sullivan Properties, L.P. to The Chase Manhattan Bank (National Association) (**"Mortgage A"**) and recorded in the Office of the New York City Register, New York County, on August 9, 1993 in Reel 1996 page 913, and

b. A lien of $1,472,769.00, which lien Mortgage Assumption, Consolidation, Modification and Spreader Agreement dated as of November 17, 1989 made between The Chase Manhattan Bank (National Association) and Sullivan Properties, L.P. and recorded in the Office of the New York City Register, New York County, on November 22, 1989 in Reel 1640 page 2006, which lien does not encumber the Land set forth in Schedule A as released pursuant to Release of Mortgage recorded in Reel 2707 page 1659.

ME1 33300684v.2

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.

2020052000291004001E0CE7

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 11**

Document ID: 2020052000291004 Document Date: 05-15-2020 Preparation Date: 05-20-2020
Document Type: INITIAL UCC1 FIXTURE FILING
Document Page Count: 9

PRESENTER:
NEW YORK LAND SERVICES/TO BE PICKED UP
630 THIRD AVENUE- 12TH FLOOR
NEW YORK, NY 10017
212-490-2277
TITLE NO. 20NYM13450

RETURN TO:
MCCARTER & ENGLISH, LLP
ATTN: JEFFREY A. PETIT, ESQ
FOUR GATEWAY CENTER/100 MULBERRY STREET
NEWARK, NJ 07102

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	503	1	Entire Lot		97 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
MANHATTAN	503	6	Entire Lot		107 - 109 SULLIVAN STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ or DocumentID_____ or _____ Year____ Reel____ Page____ or File Number_____

PARTIES

DEBTOR:
SULLIVAN PROPERTIES, L.P.
C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET
NEW YORK, NY 10019

SECURED PARTY:
STATE FARM REALTY MORTGAGE, L.L.C.
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710

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:	$	38.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 05-26-2020 11:56
City Register File No.(CRFN): **2020000155423**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020052000291004001C0E67

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 11**

Document ID: 2020052000291004 Document Date: 05-15-2020 Preparation Date: 05-20-2020
Document Type: INITIAL UCC1

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	503	8 Entire Lot		111 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	9 Entire Lot		113 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	10 Entire Lot		115 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	11 Entire Lot		117 SULLIVAN STREET
Property Type: APARTMENT BUILDING				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	503	12 Entire Lot		119 SULLIVAN STREET
Property Type: COMMERCIAL REAL ESTATE				

Reset

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jeffrey A. Petit, Esq.
McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, New Jersey 07102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: SULLIVAN PROPERTIES, L.P.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: c/o The Zucker Organization, 101 West 55th Street | CITY: New York | STATE: NY | POSTAL CODE: 10019 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: limited partnership | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any: ☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any: ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: STATE FARM REALTY MORTGAGE, L.L.C.

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: One State Farm Plaza | CITY: Bloomington | STATE: IL | POSTAL CODE: 61710 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

See attached collateral description

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ A.G. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

New York County, NY Filing (073703/00318)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Reset

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

SULLIVAN PROPERTIES, L.P.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☑ fixture filing.

14. Description of real estate:

Premises: 97, 107-109, 111, 113, 115, 117 & 119
Sullivan Street, New York, New York
County: New York
Block: 503
Lots: 1, 6, 8, 9, 10, 11 and 12

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

SCHEDULE A

COLLATERAL DESCRIPTION

Debtor hereby grants, bargains, sells, assigns, warrants, releases, aliens, transfers, conveys and mortgages to Secured Party and its successors and assigns a present and continuing mortgage lien upon and security interest in and to all of the following rights, interests, claims and property (collectively, the "**Secured Property**"):

(a) all the Real Estate described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof;

(b) all buildings, structures and other improvements now or hereafter constructed, erected, installed, placed or situated upon the Real Estate (collectively, the "**Improvements**");

(c) all estate, claim, demand, right, title and interest of Debtor now owned or hereafter acquired, including, without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to (i) any land or vaults lying within the right-of-way of any street, avenue, way, passage, highway or alley, open or proposed, vacated or otherwise, adjoining the Real Estate; (ii) any and all alleys, sidewalks, streets, avenues, strips and gores of land adjacent, belonging or appertaining to the Real Estate and Improvements; (iii) all rights of ingress and egress to and from the Real Estate and all adjoining property; (iv) storm and sanitary sewer, water, gas, electric, railway, telephone and all other utility services relating to the Real Estate and Improvements; (v) all land use, zoning, developmental rights and approvals, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Real Estate or any part thereof; and (vi) each and all of the tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Real Estate or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity (collectively, the "**Appurtenances**");

(d) all leasehold estates and the right, title and interest of Debtor in, to and under any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Real Estate and Improvements or any portion thereof, now or hereafter existing or entered into, including any **Major Leases** and **Minor Leases**, each as defined in Section 3.18 of the Mortgage (individually, a "**Lease**" and collectively, the "**Leases**");

(e) all rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in the form of cash, letters of credit or other forms), advance rentals and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "**Rents**"); subject, however, to the right, power and authority (the "**License**") granted Debtor in the Assignment of Rents and Leases executed by Debtor to and in favor of Secured Party of even date herewith to collect and apply the Rents as provided therein;

(f) all right, title and interest of Debtor in and to any and all contracts, written or oral, express or implied, now existing or hereafter entered into or arising, in any manner related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Secured Property, including, without limitation, all options to purchase or lease the Real Estate or Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Secured Property, now owned or hereafter acquired by Debtor (collectively, the "**Contract Rights**");

(g) all general intangibles of Debtor, including, without limitation, goodwill, trademarks, trade names, option rights, permits, licenses, insurance policies and proceeds therefrom, rights of action and books and records relating to the Real Estate or Improvements (collectively, the "**Intangible Personal Property**");

(h) all right, title and interest of Debtor in and to all fixtures, equipment and tangible personal property of every kind, nature or description attached or affixed to or situated upon or within the Real Estate or Improvements, or both, provided the same are used, usable or intended to be used for or in connection with any present or future use, occupation, operation, maintenance, management or enjoyment of the Real Estate or Improvements (collectively, the "**Tangible Personal Property**");

(i) all proceeds of the conversion, voluntary or involuntary, of any of the Secured Property into cash or other liquidated claims or that are otherwise payable for injury to, or the taking or requisitioning of the Secured Property, including all insurance and condemnation proceeds as provided in the Mortgage (collectively, the "**Proceeds**");

(j) all **Tax and Insurance Deposits** (as defined in Section 3.3 of the Mortgage);

(k) all of Debtor's right, power or privilege to further hypothecate or encumber all or any portion of the property, rights and interests described in Article Two of the Mortgage as security for any debt or obligation, it being intended by this provision to divest Debtor of the right, power and privilege to hypothecate or encumber, or to grant a mortgage upon or security interest in any of the property hypothecated in or encumbered by the Mortgage, as security for the payment of any debt or performance of any obligation without Secured Party's prior written consent (collectively, the "**Right to Encumber**"); and

(l) all other property, rights, interests, estates or claims of every name, kind, character or nature, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Estate and Improvements and all other property, rights, interests, estates or claims of any name, kind, character or nature or properties now owned or hereafter acquired in the other properties, rights and interests comprising the Secured Property (collectively, the "**Other Rights and Interests**").

Debtor agrees that without the necessity of any further act of Debtor or Secured Party, the lien of and the security interest created in and by the Mortgage shall automatically extend to and include any and all renewals, replacements, substitutions, accessions, products or additions to and proceeds of the Secured Property.

Mortgage shall mean that certain Consolidated, Amended and Restated Mortgage and Security Agreement made and executed as of the 15th day of May, 2020, by Debtor to, in favor of and for the benefit of Secured Party.

ME1 33366211v.1

EXHIBIT A

DESCRIPTION OF THE REAL ESTATE

PARCEL I

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 75 feet northerly from the corner formed by the intersection of the easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE northerly along the easterly side of Sullivan Street, 25 feet;

THENCE easterly parallel with the northerly side of Spring Street, 65 feet 11 inches;

THENCE southerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the northerly side of Spring Street, 65 feet 11 inches to the easterly side of Sullivan Street, at the point or place of BEGINNING.

(For Information Only: Block 503, Lot 1 – 97 Sullivan Street, NY, NY)

PARCEL II

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 200 feet northerly from the corner formed by the intersection of the said easterly side of Sullivan Street and the northerly side of Spring Street;

RUNNING THENCE southeasterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches;

THENCE northeasterly and parallel with the said easterly side of Sullivan Street, 50 feet;

THENCE northwesterly on a line parallel with the said northerly side of Spring Street, 100 feet 5 inches to the said easterly side of Sullivan Street;

THENCE southwesterly along the said easterly side of Sullivan Street, 50 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 6 – 107 - 109 Sullivan Street, NY, NY)

ME1 33366211v.1

PARCEL III

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 201 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 8 – 111 Sullivan Street, NY, NY)

PARCEL IV

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 176 feet 6-1/2 inches southerly from the corner formed by the intersection of the southerly side of Prince Street with the easterly side of Sullivan Street;

RUNNING THENCE southerly along the easterly side of Sullivan Street, 25 feet 1 inch;

THENCE easterly along a line which forms an angle of 89 degrees 15 minutes 00 seconds on its southerly side with the easterly side of Sullivan Street, 100 feet;

THENCE northerly parallel with the easterly side of Sullivan Street, 25 feet;

THENCE westerly parallel with the southerly side of Prince Street, 100 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 9 – 113 Sullivan Street, NY, NY)

ME1 33366211v.1

PARCEL V

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly and parallel with Prince Street, 100.00 feet to a point;

THENCE southerly and parallel with Sullivan Street, 25.00 feet to a point;

THENCE westerly and parallel with Prince Street, 100.00 feet to a point on the easterly side of Sullivan Street; and

THENCE northerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING.

(For Information Only: Block 503, Lot 10 - 115 Sullivan Street, NY, NY)

PARCEL VI

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 151 feet 6 inches southerly from the southeasterly corner of Sullivan Street and Prince Street;

RUNNING THENCE easterly along the southerly side of the southerly wall of the premises hereby described and in a line in continuation thereof and parallel with Prince Street, 100 feet;

THENCE northerly and in a line parallel with Sullivan Street, 25.00 feet;

THENCE westerly and in a line parallel with Prince Street and part of the way through a party wall, 100.00 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25.00 feet to the point or place of BEGINNING. Be the said several distances or dimensions more or less.

(For Information Only: Block 503, Lot 11 - 117 Sullivan Street, NY, NY)

ME1 33366211v.1

PARCEL VII

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

BEGINNING at a point on the easterly side of Sullivan Street, distant 126 feet 6 inches southerly from the corner formed by the intersection of the southerly side of Prince Street and the easterly side of Sullivan Street;

RUNNING THENCE easterly on a line parallel with Prince Street and part of the distance through a party wall, 100 feet;

THENCE northerly on a line parallel with Sullivan Street, 25 feet;

THENCE westerly on a line parallel with Prince Street, 100 feet to the easterly side of Sullivan Street; and

THENCE southerly along the easterly side of Sullivan Street, 25 feet to the point or place of BEGINNING

(For Information Only: Block 503, Lot 12 – 119 Sullivan Street, NY, NY)

ME1 33366211v.1

Subject: Fwd: State Filing Procedures /stipulation to amend caption Insurance NYSCEF and rent roll - request for privacy AGAIN. August 10th, 2020 RE cameras.
From: Bo Dincer <bdincer66@icloud.com>
Date: 11/12/2021, 9:00 PM
To: James Comey <jbc2167@columbia.edu>, Daniel Richman <dcr2132@columbia.edu>, Bo Dincer <bd2561@columbia.edu>
CC: lzucker@mskyline.com

In good faith, wouldn't it be an obligation of an attorney to assist a "fee waivers" client to file for ALL filings, or is it objectionable conduct to select which filings to assist with?

Just asking, i have no experience dealing with damages.
— .

> Begin forwarded message:
>
> > **From:** Bo Dincer <bo.dincer@yahoo.com>
> > **Date:** August 10, 2020 at 4:25:34 AM EDT
> > **To:** Baris Dincer <bdincer66@icloud.com>
> > **Cc:** Paul Regan <legal@mskyline.com>
> > **Subject: State Filing Procedures**
> > **Reply-To:** "bo.dincer@yahoo.com" <bo.dincer@yahoo.com>
>
> > Attached, but unfiled as I am unsure how to properly file this attachment, as a formality. To top it off, my dad STILL insists that i find work, so thank you for months of harassment, yelling, and constant scrutiny as exhibited by your servants.
> >
> > This guy has convinced himself that I have been building a bed for 6 months... Take that camera down, immediately.
> >
> > > ----- Forwarded Message -----
> > > **From:** "BARIS DINCER" <b-dincer66@outlook.com>
> > > **To:** "bo.dincer@yahoo.com" <bo.dincer@yahoo.com>
> > > **Sent:** Mon, Aug 10, 2020 at 3:45 AM
> > > **Subject:** FW: NYSCEF Alert: New York - Real Property - Other - <EXHIBI
> > >
> > > ---
> > >
> > > **From:** efile@nycourts.gov
> > > **Sent:** Monday, August 10, 2020 3:45:15 AM (UTC-05:00) Eastern Time (US & Canada)
> > > **To:** B-DINCER66@OUTLOOK.COM; slaskowitz@ingramllp.com; efile@nycourts.gov

Subject: NYSCEF Alert: New York - Real Property - Other - <EXHIBIT(S)> 153974/2020 (Sullivan Properties L.P. v. Baris Dincer)

New York County Supreme Court Judge/Judge Group Notification

Case Information

Index #: **153974/2020**
Caption: **Sullivan Properties L.P. v. Baris Dincer**
Assigned Case Judge: **Shlomo Hagler**

Documents Received

Doc #	Document	Received Date
379	EXHIBIT(S) 309 NYCEF 309 ANNEXED HERE	08/10/2020
380	EXHIBIT(S) 310 NYCEF 310 ANNEXED HERE	08/10/2020
381	EXHIBIT(S) 311 NYCEF 311 ANNEXED HERE	08/10/2020
382	EXHIBIT(S) 312 NYCEF 312 ANNEXED HERE	08/10/2020
383	EXHIBIT(S) 313 NYCEF 313 ANNEXED HERE	08/10/2020
384	EXHIBIT(S) 314 NYCEF 314 ANNEXED HERE	08/10/2020
385	EXHIBIT(S) MO MEMO TO PLAINTIFF AS A COURTESY.	08/10/2020

E-mail Notifications Sent

Name	Email Address
SHARI LASKOWITZ	slaskowitz@ingramllp.com
Baris Dincer	B-DINCER66@OUTLOOK.COM

Filing User

Baris Dincer | B-DINCER66@OUTLOOK.COM | 917-378-3467 | 65 Prospect Ave, Apt. 28W, Hewlett, NY 11557

NOTICE: *This e-mail is intended only for the named recipient and for the purposes of the New York State Courts E-Filing System. If you are neither the intended recipient nor a person designated to receive messages on behalf of the intended recipient, notify the sender immediately.*

If you are unsure of the contents or origin of this email, it is advised to NOT click on any links provided. Instead, log into your NYSCEF account to access the documents referred to in this email. Thank you.

Attachments:

CCF_000031.pdf 521 KB

INGRAM

YUZEK · GAINEN · CARROLL · BERTOLOTTI · LLP

Shari S. Laskowitz

Writer's Direct Dial: (212) 907-9696
E-Mail: slaskowitz@ingramllp.com

August 10, 2020

VIA FIRST-CLASS MAIL
And EMAIL: bd2561@columbia.edu
Baris Dincer
111 Sullivan Street, Apt. 2BR
New York, New York 10012

Re: 111 Sullivan Street, Apt. 2BR
New York, New York 10012 (the "Premises")

Dear Mr. Dincer:

As you know, we are the attorneys for Sullivan Properties, L.P, ("Landlord") your Landlord at the Premises. Over this past weekend in particular, you have contacted and harassed Landlord's employees, management and owners. Please be advised that under no circumstances should you contact my client or anyone associated with the Landlord directly. If you have a maintenance request or issue with the building, you may contact me via e-mail only. I will only respond to proper requests; any other communications will not be responded to.

By the terms of your own documents, including your numerous court filings, you have filed fallacious claims and/or reports with the Better Business Bureau, the Federal Trade Commission, State Farm Realty Insurance LLC, as well as others. On behalf of the Landlord, we hereby demand you cease and desist from any and all contact and interference with any business affiliates of the Landlord, including, but not limited to, State Farm Realty Insurance LLC, and cease and desist from the dissemination of false information regarding the Landlord. Your conduct, including your slanderous and libelous communications are defamatory, and give rise to various legally cognizable claims, including, but not limited to, tortious interference with contract. Landlord will pursue any and all of its legal remedies against you should you persist in such conduct.

Finally, if you feel that you simply cannot live in the Premises, the Landlord offers to release you from the balance of the term of the Lease without penalty. However, if you choose to remain as a resident in the Premises, then Landlord expects you to abide by the terms of your lease, and treat the building, as well as its employees and residents, with the same level of respect with which you expect to be treated. Please know that the Landlord will assert its rights under the Lease and at law if there are any further incidents.

This communication is without prejudice to and shall not affect, in any manner, the rights, claims, remedies, actions or causes of action which Landlord has, or may have, at law, in equity, pursuant to the lease or otherwise.

Please be guided accordingly.

Very truly yours,

Shari S. Laskowitz
Shari S. Laskowitz

653077_1/03273-0414

From: BARIS DINCER <b-dincer66@outlook.com>
Sent: Monday, August 10, 2020 2:43 AM
To: Laskowitz, Shari <slaskowitz@ingramllp.com>
Cc: BARIS DINCER <b-dincer66@outlook.com>; LEGAL@MSKYLINE.COM; LZUCKER@MSKYLINE.COM
Subject: RE: STATE FARM.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Miss Laskowitz,

I informed your client of this material information and want no involvement with your personal affairs and dealings with Plaintiffs, and more specifically in their claims as attested to and as referenced in the attachments.

You can accept this as a courtesy and treat this as "time is of the essence"; I don't want to enjoin myself in any fraudulent behavior or placed in false-light, aiding or abetting, or enjoined in these business dealings which you are privy to.

Have a good evening.

BD.