NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2020052000291003002E3C52

RECORDING AND ENDORSEMENT COVER PAGE

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

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. 02SU4997917
Qualified in Orange County
Commission Expires June 15, 2022

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.

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 12 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. 02SU4997917
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.

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.

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, 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.

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.