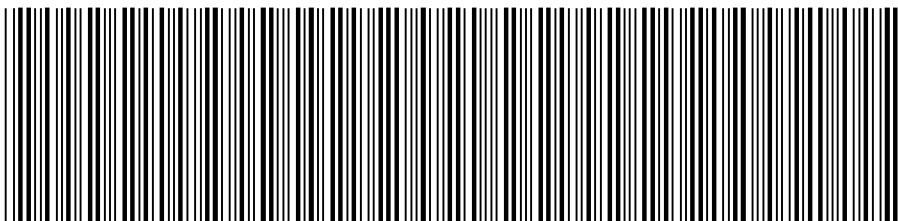


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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.



2005110401315001001E3A62

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2005110401315001

Document Date: 11-01-2005

Preparation Date: 11-04-2005

Document Type: DEED

Document Page Count: 5

PRESENTER:

CASE ABSTRACT, LLC
1189 FOREST AVENUE
STATEN ISLAND, NY 10310
718-448-6767
L497-198

RETURN TO:

CASE ABSTRACT, LLC
1189 FOREST AVENUE
STATEN ISLAND, NY 10310
718-448-6767
L497-198

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1348	35	Entire Lot	336 EAST 56TH STREET
Property Type: OTHER				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

SUTTON PLACE CAPITAL PARTNERS LLC
C/O ALCHEMY PROPERTIES, INC., 200 MADISON
AVENUE
NEW YORK, NY 10016

GRANTEE/BUYER:

336 EAST 56TH STREET REALTY LLC
PO BOX 933
ENGLEWOOD CLIFFS, NJ 07632

FEES AND TAXES

Mortgage		Recording Fee: \$	62.00
Mortgage Amount:	\$	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	
Exemption:		\$	165.00
TAXES: County (Basic):	\$	NYS Real Estate Transfer Tax:	
City (Additional):	\$	\$	9,200.00
Spec (Additional):	\$		
TASF:	\$		
MTA:	\$		
NYCTA:	\$		
Additional MRT:	\$		
TOTAL:	\$		

NYC HPD Affidavit in Lieu of Registration Statement



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

Recorded/Filed 02-28-2006 15:07

City Register File No.(CRFN):

2006000114443

Annette McMillan

City Register Official Signature

BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS

THIS INDENTURE, made the 1st day of November, 2005, between SUTTON PLACE CAPITAL PARTNERS, LLC, a Delaware limited liability company, having an office at c/o Alchemy Properties, Inc., 200 Madison Avenue, 19th Floor, New York, New York 10016 the party of the first part, and 336 East 56th Street Realty, LLC, a New York limited liability company, having an office at P.O. Box 933, Englewood Cliffs, New Jersey 07632, the party of the second part.

WITNESSETH, that the party of the first part in consideration of ten (\$10.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs of successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, and described on Schedule A annexed (the "Premises").

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above Premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises.

SUBJECT TO the agreement of the party of the second part, that the party of the second part, any tenant occupying the Premises, any future owner, or any other party entitled to do so, shall have no right to extend the Premises (the "Height Restrictions") except as set forth below:

1. The length of any extension of the Premises, including any projections from the Premises, from the front of the building to the rear of the building shall be no more than fifty-two (52) feet (beginning at the front of the building). The maximum height up to which Purchaser can build, subject to the restrictions set forth herein, shall be fifty-four (54) feet from the height of the existing sidewalk on the northeast corner of the Premises (the "Maximum Height").

2. There shall be a minimum of five (5) feet from the easterly wall of the property located at 328-334 East 56th Street, New York, New York (the "Adjoining Property") to any new vertical extension of the exterior envelope of the Premises, including, without limitation, any equipment, structures or other items attached to any new vertical extension of the exterior envelope of the Premises. In the event of such vertical construction, the five (5) foot area from the Adjoining Property to any such vertical extension of the Premises shall not contain any mechanical equipment, structural columns or other impediments and shall be open and clear from the Adjoining Property to any such extension of the Premises. In addition, the wall of any such extension facing the Adjoining Property will be constructed of a maximum of thirty (30%) percent glass glazed area or sliding glass doors. Notwithstanding anything contained herein, the party

of the second part shall have a right to add a roof deck, provided, however, such roof deck shall not extend more than twelve (12) inches beyond the Maximum Height and the railing of such roof deck shall be constructed of standard pipe rail with no more than four (4) horizontal members, or railing with equivalent free open area, which in either case, shall not extend more than forty-eight (48) inches above the level of the deck.

3. The mechanical equipment currently located on the roof of the Premises shall be removed in connection with the party of the second part's extension of the Premises in accordance with the terms hereof. In addition, the bulkhead located on the roof of the Premises shall be left in its current location. For the avoidance of doubt, the parties hereby agree that in no event shall such bulkhead be captured within any extension of the Premises and the party of the second part is hereby prohibited from including and/or incorporating such bulkhead in any proposed construction or extension.

4. The Height Restrictions shall be deemed to include and prohibit the placement of any and all equipment, structures, parapets or any other items either attached to or placed on the roof, or any other portion of the Premises, which might violate the Height Restrictions, including the Maximum Height. Notwithstanding the foregoing, the party of the second part shall have the right to place certain air conditioning compressors on the far eastern portion of the roof of the Premises or any extension of the Premises, provided, however, such air conditioning compressors shall only be placed on the far eastern portion of the roof or any extension and no other location.

5. The party of the second part further agrees that any development to the rear of the Premises will be limited to the first floor and below in compliance with all applicable laws and ordinances (the "Rear Development Restriction").

TO HAVE AND TO HOLD the Premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

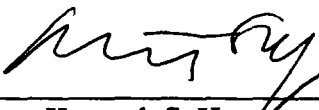
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

**SUTTON PLACE CAPITAL PARTNERS,
LLC**

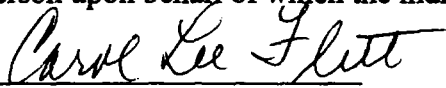
By: Alchemy Sutton LLC, its managing
member

By:  *MANAGING*
MEMBER
Kenneth S. Horn
Managing Member

ACKNOWLEDGEMENT

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

On the 1st day of Nov in the year 2005 before me, the undersigned, a notary public in and for said state, personally appeared Kenneth Horn personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

CAROL LEE FLITT
Notary Public, State of New York
No. 24-4816649
Qualified in Kings County
Commission Expires December 31, 2009

Schedule A

Legal Description of the Land

(See attached)

Schedule A Description

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

BEGINNING at a point on the southerly side of 56th Street, distant 214 feet westerly from the point formed by the intersection of the southerly side of 56th Street with the westerly side of First Avenue;

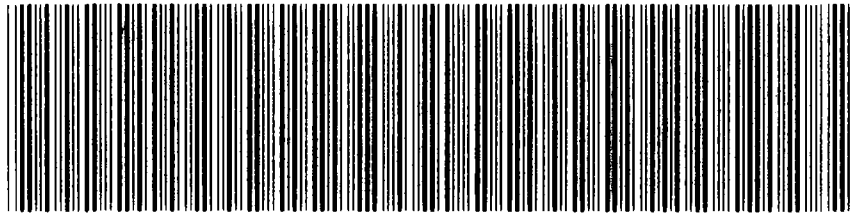
RUNNING THENCE southerly parallel with First Avenue and part of the distance through the center of a party wall 100 feet 5 inches to the center line of the block between 55th & 56th Streets;

THENCE westerly along the center line of the block, 18 feet;

THENCE northerly parallel with First Avenue and part of the distance through the center of another party wall, 100 feet 5 inches to the southerly side of 56th Street;

THENCE easterly along the southerly side of 56th Street, 18 feet to the point or place of **BEGINNING**.

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



2005110401315001001SF4E3

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2005110401315001

Document Date: 11-01-2005

Preparation Date: 11-04-2005

Document Type: DEED

ASSOCIATED TAX FORM ID: 2005102700127

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

1

SMOKE DETECTOR AFFIDAVIT

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page

C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 336 EAST 56TH STREET MANHATTAN 10022
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 336 EAST 56TH STREET REALTY LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

6. Seller Name SUTTON PLACE CAPITAL PARTNERS LLC
 LAST NAME / COMPANY FIRST NAME

7. Check the boxes below as they apply:
 4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 7 / 21 / 2005
 Month Day Year

11. Date of Sale / Transfer 11 / 1 / 2005
 Month Day Year

12. Full Sale Price \$ 2 3 0 0 0 0 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
 A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class D, 9 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
MANHATTAN 1348 35

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

336 East 56th Street Realty LLC
 By: 11/01/2005
 BUYER SIGNATURE DATE

P.O. Box 933

STREET NUMBER STREET NAME (AFTER SALE)

Englewood Cliffs NJ 07632
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

Edelstein Walter
 LAST NAME FIRST NAME

212 759-1200

AREA CODE TELEPHONE NUMBER

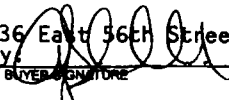

SELLER

Sutton Place Capital Partners, LLC
 By: Alchemy Sutton LLC, its managing member 11/01/2005

By: 11/01/2005
 SELLER SIGNATURE DATE
 Kenneth S. Horn, Managing Member 2005102700127201

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER 336 East 56th Street Realty, LLC By: 		BUYER'S ATTORNEY 	
DATE 11/01/05		LAST NAME FIRST NAME	
P.O. Box 933 STREET NUMBER STREET NAME (AFTER SALE)		212 759-1200 AREA CODE TELEPHONE NUMBER	
Englewood Cliffs CITY OR TOWN		SELLER  MANAGING SELLER SIGNATURE	
NJ STATE		07632 ZIP CODE	
		11/01/05 DATE	

2005102700127201

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

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

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

336 EAST 56TH STREET

Street Address			Unit/Apt.
MANHATTAN	New York,	1348	35 (the "Premises");
Borough		Block	Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Sutton Place Capital Partners, LLC
By: Alchemy Sutton, LLC, its managing member

336 East 56th Street Realty, LLC

Name of Grantor (Type or Print)
By: *Kenneth S. Horn* *MANAGING MEMBER*
Signature of Grantor
Kenneth S. Horn, Managing Member

Name of Grantee (Type or Print)
By: *[Signature]*
Signature of Grantee

Sworn to before me
this 1st day of November 19 2005
Carol Sue Flitt
CAROL SUE FLITT
Notary Public in and for the State of New York
No. 2-1418878
Qualified in Kings County
Commission Expires December 31, 20 06

Sworn to before me
this 1st day of November 19 2005
Carol Sue Flitt
CAROL SUE FLITT
Notary Public in and for the State of New York
No. 2-1418878
Qualified in Kings County
Commission Expires December 31, 20 06

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.