

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE

The undersigned Assignors, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby assign unto Claude Simon (Assignee), all of that portion of the Assignors interest as joint tenants in and to the Limited Partnership known as 160 Madison Avenue Owners Company, which is allocated to Unit #7 (seventh floor) of the building at 160 Madison Avenue, New York, New York so that Assignee is fully substituted as limited partners therein for Assignors,

TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNORS:

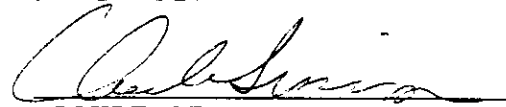


ROLF KARL



JOANNE K. SINGLETON

ASSIGNEE:



CLAUDE SIMON

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE


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TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNORS:



ROLF KARL



JOANNE K. SINGLETON

ASSIGNEE:



CLAUDE SIMON

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AND ACCEPTANCE

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TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNOR:


HENRY TRAIMAN

ASSIGNEE:


CLAUDE SIMON

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE

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TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNOR:


HENRY TRAIMAN

ASSIGNEE:


CLAUDE SIMON

**CLOSING STATEMENT FOR CLAUDE SIMON
FOR CLOSING ON APRIL 28, 1993
FOR THE PURCHASE OF THE
6TH, & 7TH FLOORS (ALSO REFERRED TO AS UNITS 6 & 7)
AT 160 MADISON AVENUE, NEW YORK, NEW YORK
PREPARED BY VERNON & GINSBURG**

TRANSACTION:

Purchase of Units 6 and 7:

A. Purchase by Claude Simon of Henry Traiman's one-third interest as tenant-in-common in 45 shares of 160 Madison Avenue Owners Corp. and a 4.13% interest in the limited partnership entitled "160 Madison Avenue Owners Company", along with assignor's one-third interest in the proprietary lease covering Unit 6 of the building at 160 Madison Avenue, New York, New York 10016;

B. Purchase by Claude Simon of Rolf Karl's and Joanne K. Singleton's one-third interest as tenant-in-common in 45 shares of 160 Madison Avenue Owners Corp. and a 4.13% interest in the limited partnership entitled "160 Madison Avenue Owners Company", along with assignors' one-third interest in the proprietary lease covering Unit 6 of the building at 160 Madison Avenue, New York, New York 10016.

C. Purchase by Claude Simon of Henry Traiman's one-third interest as tenant-in-common in 45 shares of 160 Madison Avenue Owners Corp. and a 4.13% interest in the limited partnership entitled "160 Madison Avenue Owners Company", along with assignor's one-third interest in the proprietary lease covering Unit 7 of the building at 160 Madison Avenue, New York, New York 10016;

D. Purchase by Claude Simon of Rolf Karl's and Joanne K. Singleton's one-third interest as tenant-in-common in 45 shares of 160 Madison Avenue Owners Corp. and a 4.13% interest in the limited partnership entitled "160 Madison Avenue Owners Company", along with assignors' one-third interest in the proprietary lease covering Unit 7 of the

building at 160 Madison Avenue, New York, New York 10016.

DATE, TIME AND
PLACE OF TRANSACTION:

April 28, 1993, 10:00 AM at Segal & Meltzer 350 Broadway, New York, New York.

PRESENT²:

1. Claude Simon, Purchaser, and his attorney, Darryl M. Vernon of Vernon & Ginsburg. John Simon, an owner, director and officer of 160 Madison Avenue Owners Corp.

2. Henry Traiman, as seller of third floor and his one-third interest of the 6th and 7th floors.

3. Rolf Karl and Joanne K. Singleton, as Sellers of their one-third interest in the 6th and 7th floors, and their attorney John Williamson.

4. The limited partnership and corporation: John Simon, vice-president and their attorney Michael Meltzer of Segal & Meltzer.

²Additional parties and attorneys present for other transactions relating to the 2nd and 3rd floors and general corporate transactions as listed in the main closing statement and separately bound.

Exhibits

1. Consent to Assignment (Traiman)
2. Consent to Assignment (Karl and Singleton)
3. Consent to Assignment (Traiman) (160 Madison Avenue Owners)
4. Consent to Assignment (Karl and Singleton) (160 Madison Avenue Owners)
5. NYS Combined Real Property Transfer Gains Tax Affidavit, Real Estate Transfer Tax Return, Credit Line Mortgage Certificate
6. Certification of Non-Foreign Status
7. NYC Real Property Transfer Tax Return
8. Stock Certificates ##15, 16
9. Acceptance of assignment and assumption of proprietary lease (Unit 6)
10. Assignment of proprietary lease (Unit 7)
11. Assignment of proprietary lease (Unit 6)
12. Acceptance of assignment and assumption of proprietary lease (Unit 7)
13. Assignment of Limited Partnership Interest and Acceptance (Unit 6) Traiman
14. Assignment of Limited Partnership Interest and Acceptance (Unit 7) Traiman
15. Assignment of Limited Partnership Interest and Acceptance (Unit 7) Karl/Singleton
16. Assignment of Limited Partnership Interest and Acceptance (Unit 6) Karl/Singleton
17. Acceptance and assumption of proprietary lease (Karl/Singleton)
18. Waiver of option

CONSENT TO ASSIGNMENT

TO: Claude Simon

c/o Vernon & Ginsburg
261 Madison Avenue, 14th floor
New York, New York 10016

Dated: April 28, 1993

Unit: #7 (seventh floor)

Address: 160 Madison Avenue
New York, New York 10016

IT IS HEREBY CERTIFIED that pursuant to Article V, 2(c) of the Certificate of Limited Partnership of 160 Madison Avenue Owners Company, dated as of December 1, 1983, consent has been granted by the undersigned as General Partner of the Limited Partnership, and as owner and Lessor of the building at 160 Madison Avenue, New York, New York ("Building"), to the assignment by Henry Traiman (Assignor) to Claude Simon (Assignee) of the following interests:

- (i) Assignor's 4.13% interest in the Limited Partnership allocated to Unit 7 of the Building;
- (ii) Assignor's 1/3 interest, as tenant in common, in 45 shares of stock of the General Partner allocated to Unit 7 of the Building; and
- (iii) The Assignor's 1/3 interest in the proprietary lease between the undersigned as Lessor and Henry Traiman, John Simon, Rolf Karl and Joanne Singleton as Lessees, covering Unit 2 of the Building.

Such consent has been given in writing by a majority of the now authorized number of directors of the corporation or by duly adopted resolution by its Board of Directors at a meeting duly held.

IT IS FURTHER CERTIFIED that all rent, maintenance or other charges due under the proprietary lease have been paid up to and including January, 1993.

160 MADISON AVENUE OWNERS
CORPORATION, General Partner and Lessor

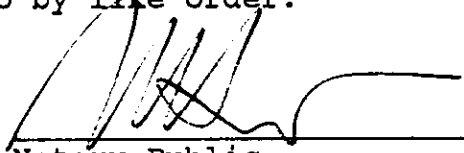
By: 

John Simon, Vice-President

CORPORATE ACKNOWLEDGEMENT

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

On the 28th day of April, 1993, before me came John Simon to me known, who, being by me duly sworn, did depose and say that he resides at 160 Madison Avenue, New York, New York 10016; that he is the Vice-President of 160 Madison Avenue Owners Corp., the corporate General Partner of 160 Madison Avenue Owners Company, the Limited Partnership described in, and which executed the foregoing instrument as General Partner of; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Notary Public

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

CONSENT TO ASSIGNMENT

TO: Claude Simon

c/o Vernon & Ginsburg
261 Madison Avenue, 14th floor
New York, New York 10016

Dated: April 28, 1993

Unit: #7 (seventh floor)

Address: 160 Madison Avenue
New York, New York 10016

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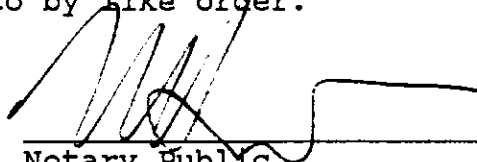
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No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

CONSENT TO ASSIGNMENT

TO: Claude Simon

c/o Vernon & Ginsburg
261 Madison Avenue, 14th floor
New York, New York 10016

Dated: April 28, 1993

Unit: #6 (sixth floor)

Address: 160 Madison Avenue
New York, New York 10016

IT IS HEREBY CERTIFIED that pursuant to Article V, 2(c) of the Certificate of Limited Partnership of 160 Madison Avenue Owners Company, dated as of December 1, 1983, consent has been granted by the undersigned as General Partner of the Limited Partnership, and as owner and Lessor of the building at 160 Madison Avenue, New York, New York ("Building"), to the assignment by Henry Traiman (Assignor) to Claude Simon (Assignee) of the following interests:

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- (ii) Assignor's 1/3 interest, as tenant in common, in 45 shares of stock of the General Partner allocated to Unit ~~6~~ of the Building; and
- (iii) The Assignor's 1/3 interest in the proprietary lease between the undersigned as Lessor and Henry Traiman, John Simon, Rolf Karl and Joanne Singleton as Lessees, covering Unit 6 of the Building.

Such consent has been given in writing by a majority of the now authorized number of directors of the corporation or by duly adopted resolution by its Board of Directors at a meeting duly held.

IT IS FURTHER CERTIFIED that all rent, maintenance or other charges due under the proprietary lease have been paid up to and including January, 1993.

160 MADISON AVENUE OWNERS
CORPORATION, General Partner and Lessor

By: 

John Simon, Vice-President

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CONSENT TO ASSIGNMENT

TO: Claude Simon

c/o Vernon & Ginsburg
261 Madison Avenue, 14th floor
New York, New York 10016

Dated: April 28, 1993

Unit: #6 (sixth floor)

Address: 160 Madison Avenue
New York, New York 10016

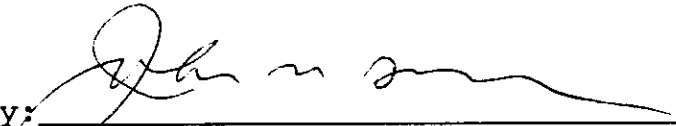
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CORPORATION, General Partner and Lessor

By: 
John Simon, Vice-President

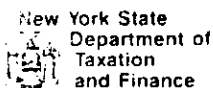
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Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



New York State
Combined
Real Property Transfer Gains Tax Affidavit
Real Estate Transfer Tax Return
Credit Line Mortgage Certificate

For department use only

See instructions (TP-584-I) before completing this form

Schedule A - Information Relating to Conveyance

Please print or type	Name	Social security number	
Transferor/grantor	ROLF KARL AND JOANNE K. SINGLETON	050 32 7504	
	Address	ZIP code	Federal employer identification number
	245 HENRY ST., BROOKLYN, NY	11201	
	Name	Social security number	
Transferee/grantee	CLAUDE SIMON	106 50 1158	
	Address	ZIP code	Federal employer identification number
	90 VERATEX, 160 MADISON AVE., NY, NY	10016	8860

Location and description of property conveyed

Tax map designation	Address	City/Village	Town	County
BLK 862 LOT 20	160 MADISON AVE	NEW YORK		NEW YORK

Type of property conveyed

(Check applicable box)

- 1 ☐ 1 - 3 family house
2 ☐ Residential cooperative

- 3 ☐ Residential condominium
4 ☐ Vacant land
5 ☒ Other LEASEHOLD

Date of conveyance

08 28 93
month day year

Percentage of real property
conveyed which is residential
real property _____ %

Condition of conveyance (Check all that apply)

- | | | |
|--|---|---|
| <p>a <input type="checkbox"/> Conveyance of fee interest</p> <p>b <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)</p> <p>c <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)</p> <p>d <input type="checkbox"/> Conveyance to cooperative housing corporation</p> <p>e <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure (Attach Form TP-584.1, Schedule E)</p> | <p>f <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (Attach Form TP-584.1, Schedule F)</p> <p>g <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (Attach Form TP-584.1, Schedule G)</p> <p>h <input type="checkbox"/> Conveyance of air rights or development rights</p> <p>i <input type="checkbox"/> Contract assignment</p> <p>j <input type="checkbox"/> Option assignment or surrender</p> | <p>k <input type="checkbox"/> Leasehold assignment or surrender</p> <p>l <input checked="" type="checkbox"/> Leasehold grant</p> <p>m <input type="checkbox"/> Conveyance of an easement</p> <p>n <input type="checkbox"/> Conveyance for which exemption from transfer tax is claimed. (Complete Schedule C, Part III)</p> <p>o <input type="checkbox"/> Conveyance by gift</p> <p>p <input type="checkbox"/> Conveyance of property partly within and partly without the state</p> <p>q <input type="checkbox"/> Other (Describe) _____</p> |
|--|---|---|

Schedule B - Real Property Transfer Gains Tax Affidavit (Article 31-B of the Tax Law)

- ☐ Check this box if a Tentative Assessment and Return is being filed with respect to your current transfer, and proceed to Schedule C without completing the following affidavit. Also, enter the assessment number shown on the Tentative Assessment: _____

I hereby certify that (check appropriate box)

- 1 ☐ The transfer of real property consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property.
- 2 ☒ The transfer is a transfer of real property where the consideration is less than \$500,000 and which is neither (A) pursuant to a cooperative or condominium plan, nor (B) a partial or successive transfer pursuant to an agreement or plan to effectuate by partial or successive transfers a transfer which would otherwise be included in the coverage of Article 31-B of the Tax Law.
- 3 ☐ The transfer is a transfer of real property by tenants in common, joint tenants or tenants by the entirety where the aggregate consideration is less than \$500,000. (All such transferors must sign this form.)
- 4 ☐ The conveyance is not a transfer of real property within the meaning of section 1440.7 of Article 31-B of the Tax Law. (Attach documents supporting such claim, and sign on back as required.)
- 5 ☐ The transfer of real property consists of premises wholly occupied and used by the transferor **exclusively** as his residence, including a cooperative apartment or condominium occupied by the transferor **exclusively** as a residence. (This exemption may only be claimed by an individual, estate or trust.)
- 6 ☐ The governmental entity (transferor) is the State of New York, or any of its agencies, instrumentalities, political subdivisions, or public corporations, including a public corporation created pursuant to an agreement or compact with another state or Canada.
- 7 ☐ The governmental entity (transferor) is the United Nations or any other international organization of which the United States is a member, the United States of America or any of its agencies or instrumentalities.

Schedule C - Real Estate Transfer Tax Return (Article 31 of the Tax Law)**Part I - Computation of Tax Due**

- 1 Enter amount of consideration for conveyance. (If you are claiming a total exemption from tax, enter consideration _____)

Schedule C - (continued)**Part III - Explanation of Exemption Claimed in Part I, line 1. (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the State of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ☐
- b. Conveyance is to secure a debt or other obligation ☐
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance ☐
- d. Conveyance of real property without consideration and otherwise than in connection with a sale, including conveyances conveying realty as bona fide gifts ☐
- e. Conveyance is given in connection with a tax sale ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) ☐
- g. Conveyance consists of deed of partition ☐
- h. Conveyance is given pursuant to the federal bankruptcy act ☐
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as his personal residence and consists of a 1, 2, or 3 family house, a residential individual condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative unit ☐
- k. Other (attach explanation) ☐

Schedule D - Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (Check appropriate box)

- 1 ☐ The real property being sold or transferred is not principally improved nor will it be improved by a one-to six-family owner-occupied residence or dwelling.
- 2 ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 3 ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately prior to the transfer;
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where a majority of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons;
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court;
- ☐ Other (attach detailed explanation).
- 4 ☐ The real property being transferred is presently subject to an outstanding credit line mortgage, however, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed; or
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due and a satisfaction of such mortgage will be recorded as soon as it is available.
- 5 ☐ The real property being transferred is subject to an outstanding credit line mortgage on record at _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount expressed in the mortgage is _____ No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature and Affirmation (Both the transferor(s)/grantor(s) and transferee(s)/grantee(s) must sign).

The undersigned, being duly sworn, depose and say under penalty of perjury that the above return, including any affidavit, certification, schedule or attachment, has been examined by the undersigned, and is, to the best of his/her knowledge, true and complete and made in good faith pursuant to Articles 11, 31 and 31-B of the New York State Tax Law.

ROLF KARL
JOANNE E. SINGLETON
Transferor/grantor

Title

CLAUDE SIMON
Transferee/grantee

Title



Certification of Non-Foreign Status Individual Transferor

[If there are more than one transferor give the information requested for all transferors that will sign this certificate. This certificate shall be read as if each signing transferor signed a separate certificate.]

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest,

I, the undersigned transferor, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identifying number (Social Security number) is _____, and
if more than one transferor, list all below

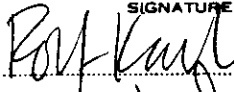
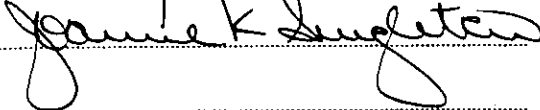
	NAME	S.S. No. OR TAX I.D. No.
	ROLF KARL	050-32-7504
if more than one	JOANNE K. SINGLETON	101-44-8560
than		
one		

3. My home address is _____
if more than one transferor, list all below

	NAME	ADDRESS
	ROLF KARL	245 HENRY ST., BROOKLYN, NY 11201
if more than one	JOANNE K. SINGLETON	245 HENRY ST., BROOKLYN, NY 11201
than		
one		

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

PRINT OR TYPE NAME OF TRANSFEROR	SIGNATURE	DATE
ROLF KARL		4/28/93
JOANNE K. SINGLETON		4/28/93



RPT

THE CITY OF NEW YORK

REAL PROPERTY TRANSFER TAX RETURN

Pursuant to Title 11, Chapter 21, NYC Administrative Code

THIS RETURN, INCLUDING ALL REQUIRED SCHEDULES MUST BE COMPLETELY FILLED OUT AND FILED WITH ALL NECESSARY ATTACHMENTS BEFORE THE REPORTED TRANSFER WILL BE RECORDED. IF YOU ARE REPORTING A TRANSFER WITH A CONSIDERATION OF \$25,000 OR LESS, NO TAX IS DUE; HOWEVER, YOU MUST COMPLETE SCHEDULE 1 ON PAGE 2 AND FILE A RETURN. THIS RETURN IS APPLICABLE FOR ALL CONVEYANCES MADE ON OR AFTER AUGUST 1, 1989.

TYPE OR PRINT LEGIBLY: If the transfer involves more than one grantor or grantee or a partnership, the Names, Addresses and Social Security Numbers or Employer Identification Numbers of all grantors or grantees or partners must be provided on Schedule J, located on Page 9

GRANTOR:	
NAME OF BUSINESS (if applicable):	
NAME OF INDIVIDUAL (if applicable): <u>ROLF KARL AND JOANNE K. SINGLETON</u>	
PERMANENT MAILING ADDRESS AFTER TRANSFER (Number and Street): <u>245 HENRY ST.</u>	
CITY AND STATE: <u>BROOKLYN, NY</u>	ZIP CODE: <u>11201</u>
ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER:	OR SOCIAL SECURITY NUMBER: <u>050-32-7504</u> <u>101-44-8560</u>

FOR OFFICE USE ONLY
RETURN NUMBER
DEED SERIAL NUMBER
N.Y.S. REAL ESTATE TRANSFER TAX PAID

GRANTOR'S ATTORNEY:	
NAME OF ATTORNEY: <u>WILLIAMSON + HORWITZ</u>	EIN or SSN (whichever is applicable):
ADDRESS (Number and Street): <u>444 MADISON AVE</u>	CITY AND STATE: <u>NEW YORK, NY</u>
	ZIP CODE: <u>10022</u>

GRANTEE:	
NAME OF BUSINESS (if applicable): <u>C</u>	
NAME OF INDIVIDUAL (if applicable): <u>CLAUDE SIMON</u>	
PERMANENT MAILING ADDRESS AFTER TRANSFER (Number and Street): <u>90 VERATEX, 160 MADISON AVE</u>	
CITY AND STATE: <u>NEW YORK, NY</u>	ZIP CODE: <u>10022</u>
ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER	OR SOCIAL SECURITY NUMBER

GRANTEE'S ATTORNEY:	
NAME OF ATTORNEY: <u>VERNON + GURSBERG</u>	EIN or SSN (whichever is applicable):
ADDRESS (Number and Street): <u>261 MADISON AVE</u>	CITY AND STATE: <u>NEW YORK, NY</u>
	ZIP CODE: <u>10016</u>

PROPERTY LOCATION (List each lot separately. Attach a rider if additional space is required):					
ADDRESS (Number and Street):	Borough	Block	Lot	# of Floors	Square Feet
<u>160 MADISON AVE</u>	<u>MAN</u>	<u>862</u>	<u>20</u>	<u>1</u>	
					Current Assessed Value of Property
					\$
DATE OF TRANSFER TO GRANTEE: <u>04 / 28 / 93</u>			PERCENTAGE OF INTEREST TRANSFERRED: <u>100</u> %		

TYPE OF PROPERTY TRANSFERRED (Check one):	
a) <input type="checkbox"/> 1-3 FAMILY HOUSE	
b) <input type="checkbox"/> INDIVIDUAL RESIDENTIAL CONDOMINIUM	
c) <input type="checkbox"/> INDIVIDUAL COOPERATIVE APARTMENT	
d) <input checked="" type="checkbox"/> COMMERCIAL COOPERATIVE	
e) <input type="checkbox"/> APARTMENT BUILDING	
f) <input type="checkbox"/> OFFICE BUILDING	
g) <input type="checkbox"/> INDUSTRIAL BUILDING	
h) <input type="checkbox"/> UTILITY	
i) <input type="checkbox"/> OTHER (Describe):	

TYPE OF INTEREST TRANSFERRED (Check one):	
a) <input type="checkbox"/> FEE	
b) <input type="checkbox"/> LEASEHOLD GRANT (attach copy of lease agreement and complete Sch. 1, Page 2)	
c) <input checked="" type="checkbox"/> LEASEHOLD ASSIGNMENT OR SURRENDER (attach copy of agreement or surrender and complete Sch. 1, Page 2)	
d) <input type="checkbox"/> EASEMENT	
e) <input type="checkbox"/> DEVELOPMENT RIGHTS	
f) <input type="checkbox"/> STOCK TRANSFER	
g) <input type="checkbox"/> PARTNERSHIP INTEREST TRANSFER	
h) <input type="checkbox"/> OTHER (Describe):	

CONDITION OF TRANSFER - Check the condition which applies and fill out the appropriate schedule on Pages 4, 5, 6, 7 or 8 of this return, if required. Additionally, Schedule 1 and either Schedule 2 or 3 must be completed for all transfers.

- | | |
|--|--|
| <p>a) <input checked="" type="checkbox"/> Arms Length Transfer</p> <p>b) <input type="checkbox"/> Transfer in exercise of option to purchase</p> <p>c) <input type="checkbox"/> Transfer from Cooperative Sponsor to Cooperative Corporation</p> <p>d) <input type="checkbox"/> Transfer by Referee or Receiver
(Complete Schedule A, Page 4)</p> <p>e) <input type="checkbox"/> Transfer pursuant to Marital Settlement Agreement or Divorce Decree
(Complete Schedule B, Page 4 and attach a copy of Agreement or Divorce Decree)</p> <p>f) <input type="checkbox"/> Deed in lieu of Foreclosure
(Complete Schedule C, Page 4)</p> <p>g) <input type="checkbox"/> Transfer pursuant to liquidation of corporation, partnership or other entity
(Complete Schedule D, Page 5)</p> <p>h) <input type="checkbox"/> Transfer from Principal to Agent, Dummy, Strawman or Conduit or vice versa.
(Complete Schedule E, Page 6)</p> <p>i) <input type="checkbox"/> Transfer pursuant to Trust Agreement or Will
(Attach a copy of Trust Agreement or Will)</p> | <p>j) <input type="checkbox"/> Gift Transfer
NOTE: A conveyance of real property subject to any indebtedness is NOT a gift to the extent of the indebtedness (Complete Schedule 1, below).</p> <p>k) <input type="checkbox"/> Transfer to Business Entity related to Grantor
(Complete Schedule F, Page 6)</p> <p>l) <input type="checkbox"/> Transfer to a Governmental Body</p> <p>m) <input type="checkbox"/> Correction Deed</p> <p>n) <input type="checkbox"/> Transfer by or to a Tax Exempt Organization
(Complete Schedule G, Page 7)
Nonprofit Organizations please refer to special note in the instructions for important information on exemption from Real Estate tax and related charges.</p> <p>o) <input type="checkbox"/> Transfer of Property <i>partly within and partly without</i> NYC</p> <p>p) <input type="checkbox"/> Transfer of Controlling Economic Interest
(Complete Schedule H, Page 7)</p> <p>q) <input type="checkbox"/> Transfer of Stock in a Cooperative Housing Corporation (Complete Schedule I, Page 8)</p> <p>r) <input type="checkbox"/> Transfer of an interest in an entity formed for the purpose of cooperative ownership of real property (other than a Cooperative Housing Corporation)</p> <p>s) <input type="checkbox"/> Other (Describe) : _____</p> |
|--|--|

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS. Enter "ZERO" on Line 11 if the transfer reported was without consideration

- | | |
|---|---------------------------|
| 1. Cash | • 1. \$ <u>26,500.00</u> |
| 2. Purchase money mortgage | • 2. \$ _____ |
| 3. Unpaid principal on pre-existing mortgage(s)* | • 3. \$ _____ |
| 4. Accrued interest on pre-existing mortgage(s) | • 4. \$ _____ |
| 5. Accrued real estate taxes | • 5. \$ _____ |
| 6. Amounts of other liens on property* | • 6. \$ _____ |
| 7. Value of shares of stock or of partnership interest received | • 7. \$ _____ |
| 8. Value of real or personal property received in exchange | • 8. \$ _____ |
| 9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee | • 9. \$ _____ |
| 10. Other (Describe) _____ | • 10. \$ _____ |
| 11. TOTAL CONSIDERATION: Add Lines 1 through 10
(must equal amount entered on Page 3, Line 1 of Schedule 2 or 3) | • 11. \$ <u>26,500.00</u> |

* In the case of an initial transfer of an interest or in a subsequent transfer, (other than an interest in an individual residential unit) in an entity formed for the purpose of cooperative ownership, a proportionate share of any pre-existing mortgages(s) on the underlying real property must be included in the consideration.

SCHEDULE 2 - COMPUTATION OF TAX FOR TRANSFERS INVOLVING RESIDENTIAL PROPERTY**USE THIS SCHEDULE FOR THE FOLLOWING TRANSFERS:**

- A. Conveyances where the real property transferred or the real property in which the economic interest is transferred is a one, two, or three-family house, an individual cooperative apartment, an individual residential condominium unit, or an individual dwelling unit in a dwelling which is to be occupied or is occupied as the residence or home of four or more families living independently of each other.
- B. Grants, assignments or surrenders of leasehold interests in a one, two, or three-family house, or an individual dwelling unit in a dwelling which is to be occupied or is occupied as the residence or home of four or more families living independently of each other.

- | | | |
|---|----------|--|
| 1. Consideration paid or required to be paid
(Enter here and transfer amount to Schedule 1, Line 11) | • 1. \$ | |
| 2. Tax Due: | | |
| a) 1% of Line 1, if the consideration on Line 1
is \$500,000 or less | • 2a. \$ | |
| OR | | |
| b) 1.425% of Line 1, if the consideration on
Line 1 is greater than \$500,000 | • 2b. \$ | |
| 3. Penalty (See instructions) | • 3. \$ | |
| 4. Interest (See instructions) | • 4. \$ | |
| 5. Total Due (Add Lines 2(a) or 2(b), 3 and 4) | • 5. \$ | |

SCHEDULE 3 - COMPUTATION OF TAX FOR TRANSFERS INVOLVING NON-RESIDENTIAL PROPERTY**USE THIS SCHEDULE FOR ALL TRANSFERS NOT INCLUDED IN SCHEDULE 2 ABOVE**

- | | | |
|---|----------|------------------|
| 1. Consideration paid or required to be paid
(Enter here and transfer amount to Schedule 1, Line 11) | • 1. \$ | <u>26,500.00</u> |
| 2. Tax Due: | | |
| a) 1.425% of Line 1, if the consideration on Line 1
is \$500,000 or less | • 2a. \$ | <u>377.63</u> |
| OR | | |
| b) 2.625% of Line 1, if the consideration on
Line 1 is greater than \$500,000 | • 2b. \$ | |
| 3. Penalty (See instructions) | • 3. \$ | |
| 4. Interest (See instructions) | • 4. \$ | |
| 5. Total Due (Add Lines 2(a) or 2(b), 3 and 4) | • 5. \$ | <u>377.63</u> |

CERTIFICATION

I swear or affirm that this return, including the accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to before
me on this 28 day of
APRIL, 19 93

Signature of Notary

ROLF KARL

JOANNE K. SINGLETON

Name of Grantor

Rolf Karl

Signature of Grantor

Joanne K. Singleton

GRANTEE

Sworn to and subscribed to before
me on this 28 day of
APRIL, 19 93

Signature of Notary

CLAUDE SIMON

Name of Grantee

Claude Simon

Signature of Grantee

GRANTEE:

To ensure that your property tax bills are sent to the proper address you must complete the Owner Registration Card which is the last item included in this packet. Owner Registration Cards can also be obtained by calling the Department of Finance at (718) 925-6553.

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK



NUMBER

15

SHARES

45

160 MADISON AVENUE OWNERS CORPORATION

360 SHARES COMMON STOCK-WITHOUT PAR VALUE

As Tenants in common:

JOHN M. SIMON, as to a $1/3$ interest, and
CLAUDE SIMON, as to a $2/3$ interest

This Certificate

is the

FORTY-FIVE

Shares

registered holder of _____ of the above named Corporation fully paid and non-assessable transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

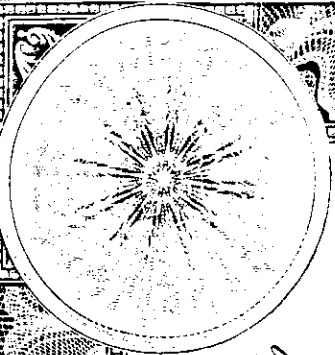
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed

this 28th

day of April A.D. 19 93

Claude Simon
CLAUDE SIMON SECRETARY-TREASURER

John M. Simon
JOHN M. SIMON PRESIDENT



NUMBER 16



SHARES 45

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

160 MADISON AVENUE OWNERS CORPORATION

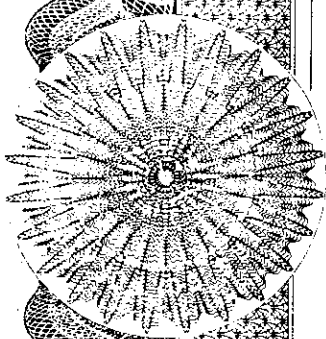
The Corporation is authorized to issue 360 Common Shares—No Par Value
As Tenants in Common:

This Certificate that JOHN M. SIMON, as to a $\frac{1}{3}$ interest *and*
FORTY-FIVE

non-assessable, Shares of the above Corporation transferred only on the
books of the Corporation by the holder hereof in person or by duly authorized
Attorney upon surrender of this Certificate properly endorsed.

Sho Whines Whowd, the said Corporation has caused this Certificate to be signed
by its duly authorized officers and to be sealed with the Seal of the Corporation.
Dated April 28, 1993

Claude Simon
CLAUDE SIMON SECRETARY-TREASURER



John M. Simon
JOHN M. SIMON PRESIDENT

Know That Claude Simon


the undersigned, Assignee named in a certain instrument of assignment dated April 28, 1993
executed by Henry Traiman

in order to induce 160 Madison Avenue Owners Corp. Assignor therein,
building at 160 Madison Avenue, NYC Lessor therein and owner of the

to consent to the aforementioned assignment of a proprietary lease of apartment in said building and the shares of
the Lessor to which said proprietary lease is appurtenant, and in consideration of such assignment and the consent of
the Lessor thereto, the undersigned HEREBY ASSUMES AND AGREES TO PERFORM AND COMPLY with all
the terms, covenants and conditions of the proprietary lease to be performed or complied with by Lessee on and after
19 the effective date of the assignment, as if the undersigned had originally executed
the proprietary lease as Lessee, and further agrees that at the request of the Lessor, the undersigned will surrender the
assigned proprietary lease to the Lessor and enter into a new proprietary lease of said apartment for the remainder of
the term thereof, in the same form and on the same terms, covenants and conditions as the assigned proprietary lease.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

In Witness Whereof, Assignee has duly executed this acceptance and assumption instrument
on April 28, 1993


CLAUDE SIMON L. S.

L. S.

ACCEPTANCE and ASSUMPTION
OF
PROPRIETARY LEASE

Lessor:
Lessee:
Apartment:
Building:

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and
duly acknowledged to me that _____ executed the same.

personally came

On this 28 day of April 19 before me _____ Clerk Sic

State of NY
County of NY
ss.: }

Know That

Henry Traiman
160 Middle Neck Road
Great Neck, New York 11201

Assignor,

in consideration of the sum of Ten

(\$ 10.00) dollars,

paid by Claude Simon
c/o Vernon & Ginsburg
261 Madison Avenue, 14th Floor
New York, New York 10016

Assignee,

and for other good and valuable consideration, does hereby assign unto the Assignee all of Assignor's interest in

July 1, 1984 by and between 160 Madison Avenue Owner's Corp.

Lessor, and Henry Traiman
160 Middle Neck Road
Great Neck, New York 11201

Lessee,

covering ~~apartment~~ Unit 7 in the building known as 160 Madison Avenue
New York, New York 10016, subject to the sublease of Fellows Martinez

To Have and To Hold the same unto the Assignee and Assignee's personal representatives and assigns, on and after April 28, 1993 the effective date, for the balance of the term of the proprietary lease, and any renewals or extensions thereof, and subject to the covenants, conditions and limitations therein contained.

In order to induce the Lessor to consent to this assignment and Assignee to accept this assignment, the Assignor represents to Lessor and Assignee that:

- a) Assignor has full right, title and authority to assign the shares and the proprietary lease appurtenant thereto,
- b) Assignor has fully performed all the terms, covenants and conditions of the proprietary lease on Assignor's part to be performed to the effective date hereof,
- c) Assignor has not done or suffered anything to be done which might impose any liability on the Lessor or Assignee, and
- d) There are no claims, security interests or liens against the proprietary lease, or the shares in the Lessor corporation allocated to the apartment to which the proprietary lease is appurtenant, or to any fixtures and/or personal property installed by Assignor in the apartment.

HENRY TRAIMAN

Assignor

TO

CLAUDE SIMON

Assignee

ASSIGNMENT OF PROPRIETARY LEASE

Apartment: Unit 7

Address: 160 Madison Avenue
New York, New York 10016

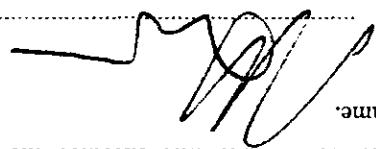
Lessor: 160 Madison Avenue
Owner's Corp.

Address: 160 Madison Avenue
New York, New York 10016

Date of Assignment: April 28, 1993

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and
duly acknowledged to me that he executed the same.



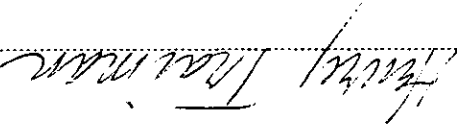
personally came Henry Traiman

On this 28th day of April
State of NEW YORK
County of NEW YORK
ss.: }

1993 before me

.....
T.S.

.....
T.S.



IN WITNESS WHEREOF, the Assignor has executed this assignment on April 28, 1993.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

The covenants and representations herein shall survive the delivery hereof, but any action based thereon must
be instituted within one year from the effective date of this assignment.

Know That Henry Traiman
160 Middle Neck Road
Great Neck, New York 11201,

Assignor,

in consideration of the sum of Ten

(\$ 10.00) dollars,

paid by Claude Simon
c/o Vernon & Ginsburg
261 Madison Avenue, 14th Floor
New York, New York 10016

and for other good and valuable consideration, does hereby assign unto the Assignee a certain proprietary lease dated July 1, 19 84 by and between 160 Madison Avenue Owner's Corp. all of Assignor's interest in

Lessor, and Henry Traiman
160 Middle Neck Road
Great Neck, New York 11201

Lessee,

covering ~~apartment~~ Unit 6 in the building known as 160 Madison Avenue
New York, New York 10016, subject to the sublease of Jon Siegel Real Estate
Management, Inc.

To Have and To Hold the same unto the Assignee and Assignee's personal representatives and assigns, on and after April 28, 19 93 the effective date, for the balance of the term of the proprietary lease, and any renewals or extensions thereof, and subject to the covenants, conditions and limitations therein contained.

In order to induce the Lessor to consent to this assignment and Assignee to accept this assignment, the Assignor represents to Lessor and Assignee that:

- a) Assignor has full right, title and authority to assign the shares and the proprietary lease appurtenant thereto,
- b) Assignor has fully performed all the terms, covenants and conditions of the proprietary lease on Assignor's part to be performed to the effective date hereof,
- c) Assignor has not done or suffered anything to be done which might impose any liability on the Lessor or Assignee, and
- d) There are no claims, security interests or liens against the proprietary lease, or the shares in the Lessor corporation allocated to the apartment to which the proprietary lease is appurtenant, or to any fixtures and/or personal property installed by Assignor in the apartment.

HENRY TRAIMAN

Assignor

TO

CLAUDE SIMON

Assignee

ASSIGNMENT OF PROPRIETARY LEASE

Apartment: Unit 6

Address: 160 Madison Avenue
New York, New York 10016

Lessor: 160 Madison Avenue
Owner's Corp.

Address: 160 Madison Avenue
New York, New York 10016
Date of Assignment: April 28, 19 93

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and
duly acknowledged to me that he executed the same.



personally came Henry Traiman

On this 28th day of April
State of NEW YORK
County of NEW YORK
ss.: }

19 93 before me

.....
L.S.

.....
L.S. *Henry Traiman*

IN WITNESS WHEREOF, the Assignor has executed this assignment on April 28, 19 93 .

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

The covenants and representations herein shall survive the delivery hereof, but any action based thereon must
be instituted within one year from the effective date of this assignment.

Know That Claude Simon

the undersigned, Assignee named in a certain instrument of assignment dated April 28, 19 93
executed by Henry Traiman

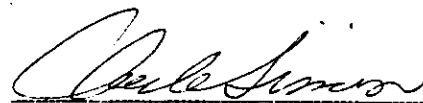
Assignor therein.

in order to induce 160 Madison Avenue Owners Corp. Lessor therein and owner of the
building at 160 Madison Avenue, NYC

Assignor's interest in Unit 7
to consent to the aforementioned assignment of a proprietary lease of apartment in said building and the shares of
the Lessor to which said proprietary lease is appurtenant, and in consideration of such assignment and the consent of
the Lessor thereto, the undersigned HEREBY ASSUMES AND AGREES TO PERFORM AND COMPLY with all
the terms, covenants and conditions of the proprietary lease to be performed or complied with by Lessee on and after
April 28, 19 93 the effective date of the assignment, as if the undersigned had originally executed
the proprietary lease as Lessee, and further agrees that at the request of the Lessor, the undersigned will surrender the
assigned proprietary lease to the Lessor and enter into a new proprietary lease of said apartment for the remainder of
the term thereof, in the same form and on the same terms, covenants and conditions as the assigned proprietary lease.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

In Witness Whereof, Assignee has duly executed this acceptance and assumption instrument
on April 28, 19 93


..... L. S.
CLAUDE SIMON

..... L. S.

ACCEPTANCE and ASSUMPTION
OF
PROPRIETARY LEASE

Lessor:
Lessee:
Apartment:
Building:

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and
duly acknowledged to me that *in* executed the same.

State of *N.Y.*
County of *N.Y.*
On this *28* day of *April*,
Charles S. ...
ss.: }
19 before me

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE

The undersigned Assignor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby assign unto Claude Simon (Assignee), all of that portion of the Assignor's interest as joint tenants in and to the Limited Partnership known as 160 Madison Avenue Owners Company, which is allocated to Unit #6 (sixth floor) of the building at 160 Madison Avenue, New York, New York so that Assignee is fully substituted as limited partners therein for Assignor,

TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNOR:


HENRY TRAIMAN

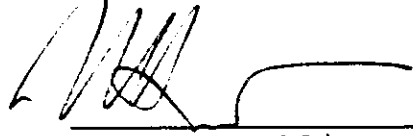
ASSIGNEE:


CLAUDE SIMON

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

On the 28th day of April, 1993, before me personally came HENRY TRAIMAN, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4838549
Qualified in Nassau County
Commission Expires July 31, 1994

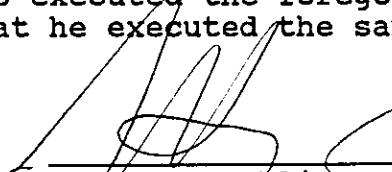


Notary Public

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

On the 28th day of April, 1993, before me personally came CLAUDE SIMON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4838549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE

The undersigned Assignor, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby assign unto Claude Simon (Assignee), all of that portion of the Assignor's interest as joint tenants in and to the Limited Partnership known as 160 Madison Avenue Owners Company, which is allocated to Unit #7 (seventh floor) of the building at 160 Madison Avenue, New York, New York so that Assignee is fully substituted as limited partners therein for Assignor,

TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNOR:


HENRY TRAIMAN

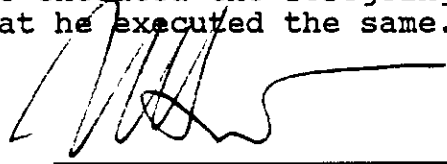
ASSIGNEE:


CLAUDE SIMON

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

On the 28th day of April, 1993, before me personally came HENRY TRAIMAN, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994

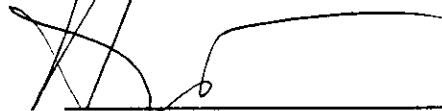


Notary Public

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

On the 28th day of April, 1993, before me personally came CLAUDE SIMON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE


The undersigned Assignors, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby assign unto Claude Simon (Assignee), all of that portion of the Assignors interest as joint tenants in and to the Limited Partnership known as 160 Madison Avenue Owners Company, which is allocated to Unit #7 (seventh floor) of the building at 160 Madison Avenue, New York, New York so that Assignee is fully substituted as limited partners therein for Assignors,

TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.


The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNORS:



ROLF KARL



JOANNE K. SINGLETON

ASSIGNEE:




CLAUDE SIMON

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

On the 28th day of April, 1993, before me personally came ROLF KARL and JOANNE K. SINGLETON, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

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

On the 28th day of April, 1993, before me personally came CLAUDE SIMON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
AND ACCEPTANCE


The undersigned Assignors, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby assign unto Claude Simon (Assignee), all of that portion of the Assignors interest as joint tenants in and to the Limited Partnership known as 160 Madison Avenue Owners Company, which is allocated to Unit #6 (sixth floor) of the building at 160 Madison Avenue, New York, New York so that Assignee is fully substituted as limited partners therein for Assignors,

TO HAVE AND TO HOLD the same unto the Assignee and Assignee's personal representatives and permitted assigns, on and after the date hereof, for the balance of the term of the Limited Partnership, and any renewals and extensions therefor, and subject to the covenants, conditions and limitations therein contained.

The undersigned Assignee hereby assumes and agrees to perform and comply with all the terms, covenants and conditions of the Limited Partnership Agreement to be performed or complied with by the limited partners on and after the date hereof, as if the undersigned Assignee had originally executed the Limited Partnership Agreement as a limited partner.

Dated: New York, New York
April 28, 1993

ASSIGNORS:



ROLF KARL



JOANNE K. SINGLETON

ASSIGNEE:

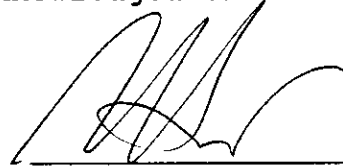


CLAUDE SIMON

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

On the 28th day of April, 1993, before me personally came ROLF KARL and JOANNE K. SINGLETON, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
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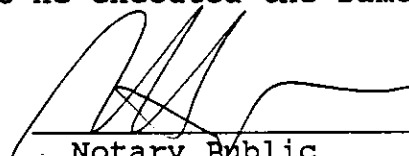


Notary Public

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

On the 28th day of April, 1993, before me personally came CLAUDE SIMON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
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Commission Expires July 31, 1994




Notary Public

ACCEPTANCE AND ASSUMPTION OF PROPRIETARY LEASE

KNOW THAT Claude Simon the undersigned Assignee named in a certain instrument of Assignment of Proprietary Lease dated April 28, 1993, executed by Rolf Karl and Joanne K. Singleton, Assignors therein, in order to induce 160 Madison Avenue Owners Corporation, Lessor therein and owner of the building at 160 Madison Avenue, New York, New York, to consent to the aforementioned Assignment of a Proprietary Lease and for a simultaneous assignment by Assignors of certain shares of the Lessor and of an interest in the Limited Partnership to which said proprietary lease is appurtenant, and in consideration of such assignments and the consent of the Lessor thereto, the undersigned HEREBY ASSUMES AND AGREES TO PERFORM AND COMPLY with all the terms, covenants and conditions of the proprietary lease to be performed or complied with by Lessee on and after April 28, 1993 the effective date of the assignment, as if the undersigned had originally executed the proprietary lease as Lessee, and further agrees that at the request of the Lessor, the undersigned will surrender the assigned proprietary lease to the Lessor and enter into a new proprietary lease of said Unit for the remainder of the term thereof, in the same form and on the same terms, covenants and conditions as the assigned proprietary lease.

Whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

IN WITNESS WHEREOF, Assignee has duly executed this acceptance and assumption instrument on April 28, 1993.



CLAUDE SIMON

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

On the 28th day of April, 1993, before me personally came CLAUDE SIMON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.



Notary Public

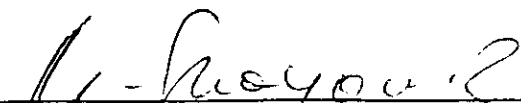
MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
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Commission Expires July 31, 1994

WAIVER OF OPTION

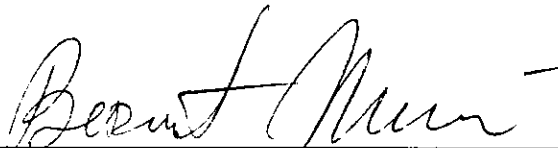
The undersigned Limited Partners of 160 Madison Avenue Owners Company (the Limited Partnership), in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby waive any rights they would otherwise have under:

- (i) Article 5 Section 2(b) of the Certificate of Limited Partnership of 160 Madison Avenue Owners Company, dated as of December 1, 1983, and
- (ii) Paragraph 14(a)(vii) of the Proprietary Lease between 160 Madison Avenue Owners Corporation as Lessor and each of the Limited Partners of the Limited Partnership as Lessees covering the respective interests of the Limited Partners in the building known as 160 Madison Avenue, New York, New York ("Building")

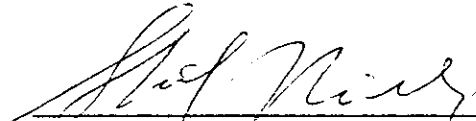
to exercise an option to purchase from Henry Traiman on the terms offered by Claude Simon: (a) his 4.13% interest in the Limited Partnership allocated to Unit 6 (sixth floor) of the Building; (b) his 1/3 interest, as tenant in common, in 45 shares of stock of 160 Madison Avenue Owners Corporation allocated to Unit 6 of the Building; and (c) his interest in the Proprietary Lease appurtenant to their Limited Partnership interest, covering Unit 6 of the Building.



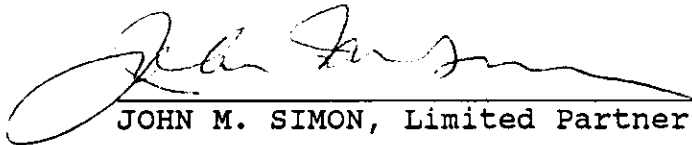
MOSES SHAYOWITZ, Limited Partner



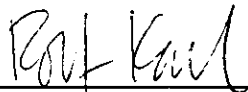
BERNAT MIKHLI, Limited Partner



SHAMUIL MIKHLI, Limited Partner



JOHN M. SIMON, Limited Partner



ROLF KARL, Limited Partner



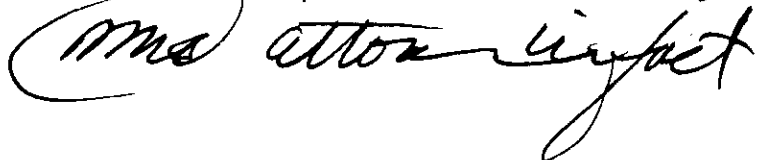
JOANNE K. SINGLETON, Limited Partner



STEVEN ABRAMS, Limited Partner



LINDA TEPPER, Limited Partner




ACKNOWLEDGMENTS

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

On the 28th day of April, 1993, before me personally came MOSES SHAYOWITZ, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994




Notary Public

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

On the 28th day of April, 1993, before me personally came SHAMUIL MIKHLI, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

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

On the 28th day of April, 1993, before me personally came JOHN M. SIMON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
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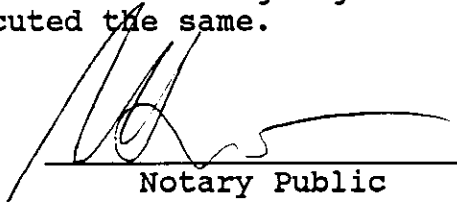


Notary Public

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

On the 28th day of April, 1993, before me personally came ROLF KARL, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

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

On the 28th day of April, 1993, before me personally came JOANNE K. SINGLETON, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public

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

On the 28th day of April, 1993, before me personally came BERNAT MIKHLI, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
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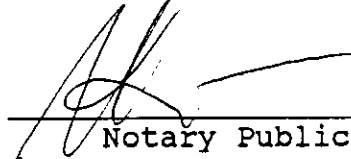


Notary Public

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

On the 28th day of April, 1993, before me personally came STEVEN ABRAMS, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994




Notary Public

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

On the 28th day of April, 1993, before me personally came LINDA TEPPER, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 4638549
Qualified in Nassau County
Commission Expires July 31, 1994



Notary Public