

(b) The terms of this Adjournment Agreement shall govern if and to the extent they conflict with the Contract Terms.

(c) This Adjournment Agreement will be binding on the parties and their respective successors and assigns.

(d) This Adjournment Agreement may not be modified or terminated orally or in any manner other than by a written agreement signed by all parties or their respective successors in interest.

(e) This Adjournment Agreement may be executed and delivered via facsimile or e-mail, and/or in one or more counterparts, that shall not be binding or enforceable against any party unless and until executed and delivered by all parties.

(f) A default by either Purchaser or Seller of any of its obligations under this Adjournment Agreement shall be deemed a default under the Contract, subject to any notice and cure provisions as set forth therein. .

SELLER:

160 MADISON AVENUE OWNERS CORPORATION,
A New York corporation

By:



Name: Claude Simon

Title: President

PURCHASER:

RE ASSET, LLC,
a Delaware limited liability company

By:

Name:

Title: