

CONTRACT OF SALE

THIS AGREEMENT (this "Agreement") made as of this 23 day of May, 2011, between 160 MADISON AVENUE OWNERS CORPORATION, a New York corporation, having an address at 160 Madison Avenue, New York, New York 10016 ("Seller") and RE ASSET LLC, a Delaware limited liability company, having an address c/o JD Carlisle LLC, 352 Park Avenue South – 15<sup>th</sup> Floor, New York, New York 10010 ("Purchaser").

WITNESSETH

WHEREAS, Seller is the owner of the Property (as herein defined); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all of Seller's right, title and interest in and to the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale-Purchase.

(a) Seller agrees to sell, assign and convey to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, fee simple title in and to all of that certain plot, piece and parcel of land (the "Land") known as 160 Madison Avenue, New York, New York, more particularly described in Schedule A attached hereto, together with the building and improvements (collectively, the "Building") located on the Land (the Building and Land are hereinafter collectively referred to as the "Premises"), and all of Seller's right, title and interest, if any, in, to and under (i) all easements, rights of way, privileges, appurtenances, strips, gores and other rights pertaining to the Premises, including, without limitation, any existing development rights (collectively, the "Appurtenances"); (ii) any land in the bed of any street, road, avenue, open or proposed, public or private, in front of or adjoining the Premises or any portion thereof, and any award to be made in lieu thereof and in and to any unpaid award for damage to the Premises by reasons of change of grade of any street occurring after the date of execution and delivery of this Agreement (collectively, the "Adjoining Land"); (iii) subject to Section 1(b) below, the fixtures, equipment, machinery (and replacements thereof), now owned or hereafter acquired by Seller and contained in or on, and used in connection with, the ownership, maintenance, use, occupancy and operation of the Premises (collectively, the "Fixtures"); in no event shall Fixtures include any furnishings or other personal property of Seller; and (iv) any licenses, permits, approvals, guaranties, warranties and certificates in Seller's possession required or used in or relating to the ownership, use, maintenance, occupancy or operation of any part of the Premises (the "Licenses"). The

Premises, the Appurtenances, the Adjoining Land, the Fixtures and the Licenses are hereinafter collectively referred to as the "Property".

(b) Seller agrees that it shall, prior to Closing, remove from the Premise all furnishings and other personal property of Seller.

2. Purchase Price. (a) Purchaser shall pay to Seller for the Property the sum of \$11,000,000.00 (Eleven Million Dollars) (the "Purchase Price"), subject to apportionments to be made as provided in this Agreement. Purchaser shall pay the Purchase Price as follows:

(i) \$1,100,000.00 (One Million One Hundred Thousand Dollars) (the "Deposit"), upon execution and delivery to the respective attorneys of this Agreement by bank or certified or bank check or wire transfer, payable to the order of Vernon & Ginsburg, LLP (the "Escrowee"), subject to collection, or by wire transfer to Escrowee, such Deposit to be held by Escrowee in accordance with Section 19 below; and

(ii) The amount of the Purchase Price less, the amount of the Deposit, on the Closing Date (as defined in Section 5 hereof), by wire transfer of immediately available Federal funds in New York City to Seller, or to such person or entity or persons or entities as Seller may designate.

(b) The party hereunder that shall be entitled to receive the Deposit shall receive all interest that shall have accrued thereon, with, if applicable, Purchaser receiving a credit against the Purchase Price in the amount thereof upon Closing.

(c) The Deposit, together with all interest thereon shall be held by Escrowee in accordance with Section 19 hereof.

3. Permitted Encumbrances. Subject to the terms and provisions of this Agreement, title to the Premises shall be sold, assigned and conveyed by Seller to Purchaser subject only to the following (collectively, the "Permitted Encumbrances"):

(a) the state of facts shown on that survey made by Earl B. Lovell, Inc. updated May 2, 2011 (the "Existing Survey"), and any other state of facts which an updated of the Existing Survey would disclose; provided that such further state of facts shall not render title unmarketable.

(b) all presently existing and future liens of (i) real estate taxes and (ii) water rates, water meter charges and vault taxes, water frontage charges and sewer taxes, rents and charges provided that the items set forth in (i) and (ii) are not yet due and payable and are apportioned as provided in this Agreement;

(c) the rights, if any, of any public utility, telephone and cable television companies to maintain and operate pipes, poles, cables and wires in, and over, on and under the Premises and along any abutting streets, with the right to trim any trees along the route of such pipes, poles, cables and wires in order to keep same in proper working order, and otherwise as may be necessary to provide, maintain, operate and repair utility distribution service to the Premises.

(d) Except for sidewalk violations and ECB Violations as each are referred to in clause (m) below, any building violations provided that said violations will not materially delay the issuance of any demolition permits or create any lien or encumbrances affecting the Premises, in which event Seller shall deliver to Purchaser, or Purchaser's title company, at or prior to the Closing: (i) proper instruments, in recordable form, canceling such lien or encumbrance; (ii) any other instruments necessary to effectuate such cancellation; and (iii) the costs of recording and canceling the same; provided, that in all cases such lien or encumbrance is omitted as an exception to Purchaser's title insurance policy;

(e) any minor (less than 6 inches) variations between the record line with any fence or hedge;

(f) party walls;

(g) any minor (less than 6 inches) encroachments;

(h) designations of Landmarks Site or Historic District;

(i) zoning regulations and ordinances which are not violated by the existing structures or present use thereof and which do not render title unmarketable, but excluding any judgments;

(j) consents by the Seller or any former owner of the Premises for the erection of any structure on under or above any street or streets on which the Premises may abut;

(k) unpaid installments of assessments not due and payable on or before the Closing Date (but subject to apportionment in accordance with this Agreement); and

(l) (i) rights of public utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises, provided that none of such rights imposes any monetary obligation on the owner of the Premises;

(ii) encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping

and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises; and

(iii) revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises.

(m) sidewalk violations and building and other violations pending before the Environmental Control Board ("ECB violations"), if any, provided any payment due for said violations is paid by Seller at or by Closing but notwithstanding the foregoing, Seller shall not be required to escrow any funds for clearance of any sidewalk violations.

#### 4. Title Insurance.

(a) Promptly following the date hereof, Purchaser shall order a title insurance report and commitment for an owner's title insurance policy from any reputable title insurance company licensed in the State of New York selected by Purchaser (the "Title Company"), and Purchaser will promptly, following receipt thereof, furnish a copy of such report and commitment (collectively, the "Commitment") to Seller's attorney, Vernon & Ginsburg, LLP ("Seller's Counsel") together with a written statement (a "Title Objection Notice") setting forth exceptions to title, if any, which are not Permitted Encumbrances ("Title Objections"). Upon receipt of any updates or revisions to the Commitment, Purchaser shall cause copies thereof to be furnished to Seller's attorney as hereinabove set forth, together with a written statement (a "Supplemental Title Objection Notice") setting forth such additional Title Objections, if any, appearing on such revisions or updates (the Commitment and any updates or revisions thereto and the Survey (together with any survey updates thereto) are hereinafter collectively referred to as the "Report"). Notwithstanding anything to the contrary contained herein, if Seller is unable to eliminate any Title Objections by the Closing Date (as hereinafter defined), Seller may adjourn the closing for a period or periods, not to exceed in the aggregate sixty (60) days, in order to attempt to eliminate such Title Objections. Seller shall not be required to (x) bring any action or institute any proceeding, or (y) otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections, or (z) otherwise cause title to the Property to be in accordance with the terms of this Agreement on the Closing Date, except as expressly provided in Section 4(b) below. If, pursuant to the terms of this Agreement, Seller is unable to eliminate any Title Objections, then, subject to the provisions of Section 4(b) below, Purchaser may (i) elect to accept the Property subject to such Title Objections, without any abatement of the Purchase Price (other than the cost to cure and discharge of record any Mandatory Cure Liens (as hereinafter defined)), or (ii) terminate this Agreement by notice given to Seller, in which event Purchaser shall be entitled to a return of the Deposit. Upon such return and delivery of the Deposit, this Agreement shall terminate and neither party hereto shall have any further obligations hereunder other than those expressly provided herein to survive a termination of this Agreement.

(b) Notwithstanding the foregoing and/or any other provision of this Agreement, if at the Closing any Property is subject to any (i) mortgage or mortgages, deeds of trust, security agreements, financing statements or other instruments which evidence or secure indebtedness, (ii) mechanics' liens, tax liens, real estate taxes, water rates and charges and sewer rents and taxes, each of which remain unpaid and/or of record as of the Closing Date, (iii) title objections which are not Permitted Encumbrances and were intentionally created by or consented to by Seller on or after the date hereof, or (iv) title objections that are not Permitted Encumbrances and are not covered by sub-clauses (i)-(iii) above and can be satisfied and discharged of record by the payment of a liquidated sum not in excess of \$200,000 in the aggregate for all such title objections (all of the foregoing are collectively referred to as "Mandatory Cure Liens"), Seller shall be obligated to pay (or if a mechanics lien, to bond to the satisfaction of the Title Company) the same (regardless of cost except as agreed above) and to cause the Title Company to omit the same from Purchaser's and Purchaser's lender's title insurance policy.

(c) Notwithstanding anything to the contrary contained herein, Seller shall pay (or credit to Purchaser) at Closing the cost of any and all fines and penalties in connection with any violations of law or municipal ordinances, orders or requirements issued by the departments of buildings, fire, labor, health or other federal, state, county, municipal or other departments and governmental agencies having jurisdiction against or affecting the Premises ("Violations"), to the extent that such Violations have been noted or issued with respect to the Property and remain uncured as of the Closing Date ("Existing Violations"). Seller shall not be required to cure or remove from record any Existing Violations, except for those that, in Purchaser's reasonable determination, will materially delay or materially inhibit the issuance of a demolition permit.

##### 5. Closing Date.

(a) The closing of title (the "Closing") shall take place at 10:00 A.M. on the Scheduled Closing Date (as hereinafter defined), at the offices of the counsel to Purchaser's lender as long as the same are located in New York County, or if there is no financing, at the offices of Vernon & Ginsburg, LLP, located at 261 Madison Avenue, New York, New York 10016. Upon delivery of the balance of the Purchase Price by Purchaser, as directed by Seller, as aforesaid, Seller and Purchaser shall contemporaneously therewith deliver to each other the documents referred to in Section 14 hereof. The date on which the Closing shall take place is hereinafter referred to as the "Closing Date".

(b) As referenced herein, the term "Scheduled Closing Date" shall mean November 16, 2011. Notwithstanding the foregoing, if (i) all Leases (as hereinafter defined) are terminated, (ii) Seller has obtained possession of the Premises free and clear of all tenants and occupants (and any actions or contests of a tenant's or other occupant's actual or purported rights under a Lease or to occupy the Premises) and (iii) Seller delivers evidence reasonably substantiating the same to Purchaser

(except with respect to (x) any Leases between Seller and Claude Simon (the “Proprietary Leases”) and the sublease between Claude Simon and Veratex Incorporated (“Veratex”), dated June 1, 2007 (the “Veratex Lease”) and (y) the occupancy of the Premises by Seller, Claude Simon and Veratex, in each case, subject in all respects to Section 5(d) below) (the satisfaction of clauses (i)-(iii), subject to the foregoing exception, “Vacant Possession”), then Seller may give notice at any time prior to the Scheduled Closing Date of an earlier Scheduled Closing Date upon no less than thirty (30) days written notice to Purchaser. In the event that Seller delivers such notice of an earlier Scheduled Closing Date (“Earlier Closing Date”), Purchaser will have the right to one adjournment of up to fifteen (15) days following the Earlier Closing Date (“Purchaser Earlier Adjourned Closing Date”), time being of the essence for such Purchaser Earlier Adjourned Closing Date.

(c) If Vacant Possession (except as set forth in Section 5(d) below) has not occurred by the Scheduled Closing Date, then Seller may adjourn the Closing upon written notice to Purchaser for up to an additional six (6) months (“Six Month Adjournment Period”), provided Seller is complying with its requirements under this Agreement to obtain Vacant Possession. If Seller obtains Vacant Possession during the Six Month Adjournment Period, Seller may reschedule the Closing Date upon thirty (30) days notice to Purchaser. If after the expiration of the Six Month Adjournment Period, Vacant Possession (except as set forth in Section 5(d) below) has not been achieved, then the Closing shall occur upon thirty days notice by either party (a “Non-Vacant Closing”), and Purchaser will receive a credit to the Purchase Price of \$200,000.00 for each tenant (other than Seller, Claude Simon or Veratex) that remains in the Premises or is otherwise contesting the termination and surrender of possession of its Lease or occupancy, such credit, in all events, not to be less than a minimum of \$500,000.00.

(d) Anything in this Agreement to the contrary notwithstanding, Seller agrees that at least fifteen (15) days prior to the Scheduled Closing Date (as may be adjusted in accordance with this Section 5), Seller shall (i) terminate and cause Claude Simon to terminate and surrender possession under all Proprietary Leases, (ii) cause Claude Simon to terminate and Veratex to terminate and surrender possession under the Veratex Lease, (iii) cause Seller, Claude Simon and Veratex to otherwise vacate the Premises and (iv) deliver reasonably satisfactory evidence of the same to Purchaser. If Seller defaults in this obligation, then Purchaser shall have its rights under Section 15(b) hereof, provided that if Purchaser seeks specific performance, in addition to any other rights of Purchaser hereunder, Purchaser shall receive a credit (in addition to the credit described in Section 5(c)) to the Purchase Price of \$200,000 for each tenant, including Seller, Claude Simon and Veratex, that has not complied with this Section 5(d).

(e) In the event that the Non-Vacant Closing occurs, then Seller shall assign (and shall cause Claude Simon to assign) any and all rights, title and interest it has as landlord under the Leases, together with any causes of action Seller

and Claude Simon may have to enforce the same (including pursuant to any eviction or other proceedings to terminate any Leases or other occupancies of the Premises), to Purchaser pursuant to instruments that are in form and substance satisfactory to Purchaser.

(f) The respective parties' obligation to effectuate the Closing hereunder shall be "time of the essence" as of the dates set forth above, including adjourned dates allowed above.

6. Apportionments.

(a) General. For purposes of this Section 6, the "Proration Date" shall be 11:59 P.M. on the day preceding the Closing so that Purchaser shall be deemed to own the Property and therefore be entitled to any revenues and responsible for any expenses for the entire day upon which the Closing occurs. Purchaser and Seller shall jointly prepare a schedule of adjustments ("Schedule of Adjustments") prior to the Proration Date. Such adjustments, if and to the extent known and agreed upon as of the Closing, shall be paid by Purchaser to Seller (if the prorations result in a net credit to the Seller) or by Seller to Purchaser (if the prorations result in a net credit to the Purchaser), by increasing or reducing the amount of cash to be paid by Purchaser at the Closing. Any such adjustments not determined or not agreed upon as of the Closing shall be allocated on a fair and equitable basis as soon as invoices or bills are available, with final adjustments to be made as soon as reasonably possible after the Closing. Any apportionment or proration errors made at the Closing are subject to correction if written notice thereof is given within one hundred eighty (180) days after the Closing. Purchaser and Seller shall each act promptly and reasonably in connection with determining the prorations under this Section 6. This Section 6 shall survive the Closing.

(b) Taxes and Assessments. All real estate taxes (including business improvement district charges) on the Property shall be prorated based on the actual current tax bill. All amounts payable for real estate taxes accruing on or prior to the Proration Date shall be the obligation of Seller, and all amounts payable for real estate taxes accruing after the Proration Date shall be the obligation of Purchaser.

(c) Operating Expenses. All utility service charges and fees for sewer, water and electricity, heat and air conditioning service, other utilities, elevator maintenance, taxes other than real estate taxes such as rental taxes, other expenses incurred by Seller in operating the Property that Seller reasonably and customarily pays, and any other costs incurred in the ordinary course of business of Seller in connection with the operation of the Property, shall be prorated on an accrual basis. To aid in such prorations, Seller shall obtain billings and meter readings as of a date that is no earlier than ten (10) days prior to the Proration Date and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading and same shall be reapportioned after Closing on the basis

of the next subsequent billing or reading.

(d) Fuel. Fuel oil and liquid propane gas, if any, at the cost per gallon most recently charged to Seller (including sales taxes), based upon the supplier's measurements thereof taken within ten (10) days prior to the Closing Date, shall be prorated.

(e) License and Permit Fees. Periodically recurring governmental fees for transferable Licenses issued in respect of the Premises for the use of any part thereof, if assignable and to the extent assigned, shall be prorated between Purchaser and Seller as of the Proration Date on an accrual basis.

(f) Other. Any other customary adjustments made in connection with the sale of similar type buildings in the City of New York shall be prorated between Purchaser and Seller as of the Proration Date. If the Non-Vacant Closing occurs, then Purchaser and Seller shall prorate any rents received and/or payable as of the Proration Date. All unapplied security deposits and advance rentals in the nature of security deposits made by tenants under Leases, if any, which are in the possession or control of Seller on the date of the Closing shall be turned over to Purchaser at the Closing.

(g) Assessments. If, on the Closing Date, the Premises or any part thereof shall be or shall have been affected by an assessment or assessments which are payable in installments, then for the purposes of this Agreement only installments due before the Scheduled Closing (without any adjournments) shall be paid and discharged by Seller as of the Closing Date.

7. Intentionally omitted.

8. Condition of the Property. Except as otherwise provided herein to the contrary, Purchaser agrees to accept the Property in its "as is" condition on the date hereof, subject to the provisions of Paragraph 9 hereof, and, subject to Paragraph 18 hereof and any representations and warranties by Seller in this Agreement, Seller shall not be obligated to make any repairs, additions, improvements or alterations whatsoever to the land or structures located thereon, even if such repairs, additions or improvements are required for the granting of any mortgage commitment or any other item required by Purchaser, and Seller makes no representation whatsoever with respect to the condition of the Premises.

9. Casualty and Condemnation.

(a) Notwithstanding anything to the contrary implied or provided by law or in equity, but subject to this Paragraph 9, if, after the date hereof but prior to the Closing, any portion of the Property is damaged by fire, the elements or any other casualty (a "Casualty"), or if any portion of the Property is taken or threatened to be

taken (i.e., proceedings for a taking have commenced) by eminent domain or otherwise (a "Taking"), this Agreement shall remain in full force and effect and the parties shall nonetheless proceed to the Closing in accordance with this Agreement.

(b) Notwithstanding the foregoing, if, after the date hereof but prior to the Closing, the Premises or any portion thereof is taken or proceedings for a Taking have commenced, Purchaser may, by written notice to Seller given within twenty (20) business days after notice to Purchaser of such Taking or proceedings for a Taking have commenced, elect to cancel this Agreement. In the event that Purchaser shall so timely elect, the Deposit shall be returned to Purchaser and neither of the parties hereto shall have any rights or obligations to the other hereunder except those expressly stated to survive the termination of this Agreement. Unless this Agreement is so canceled, this Agreement shall remain in full force and effect in which event Seller shall, on the Closing Date, and upon receipt of the balance of the Purchase Price, assign to Purchaser, by documentation reasonably satisfactory to Purchaser and Seller, assign the right to any awards due to Seller (and/or, if previously received by Seller, pay to Purchaser, any awards so collected by Seller) or claims with respect to any such Taking.

(c) Notwithstanding the foregoing, if, after the date hereof but prior to the Closing, a Material Part (as hereinafter defined) of the Property is destroyed by a Casualty, Purchaser may, by written notice to Seller given within twenty (20) business days after notice to Purchaser of the Casualty, elect to cancel this Agreement. In the event that Purchaser shall so timely elect, the Deposit shall be returned to Purchaser and neither of the parties hereto shall have any rights or obligations to the other hereunder except those expressly stated to survive the termination of this Agreement. Unless this Agreement is so canceled, or if less than a Material Part of the Property is destroyed by a Casualty, this Agreement shall remain in full force and effect in which event Seller shall, on the Closing Date, and upon receipt of the balance of the Purchase Price, (i) credit to Purchaser at Closing the amount of net insurance proceeds due to or received by Seller with respect to such Casualty, plus an amount equal to the deductible, if any, on the applicable insurance policy for the Property applicable to such claim; and (ii) assign all rights to Purchaser to make any claims under Seller's casualty insurance policies. For purposes of this Section 13.2, "Material Part" shall mean a casualty that causes, or is reasonably expected to result in or cause, (i) a material delay of the demolition of the Property ("Demolition"); (ii) a material increase in cost of the Demolition; or (iii) a material liability to Purchaser taking into account that Purchaser intends to demolish the property.

(d) Seller shall notify Purchaser of any such Casualty and of any proposed Taking promptly after Seller shall have knowledge thereof. Seller shall not adjust or settle any claims in connection with any Casualty or proposed Taking or enter into any construction or other contract for the repair or the restoration of the Property without Purchaser's prior written consent, which consent shall not be unreasonably

withheld or delayed.

(e) The provisions of this Section 9 are intended to constitute an "express provision to the contrary" within the meaning of Section 5-1311 of the New York General Obligations Law.

10. Brokers and Advisors.

(a) The parties represent and warrant to each other that there was no broker in connection with this transaction.

(b) Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) resulting from any claim that may be made against Seller by any broker, or any other person claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Purchaser or Purchaser's representatives.

(c) Seller hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorneys' fees) resulting from any claim that may be made against Purchaser by any broker, or any other person, claiming a commission, fee or other compensation by reason of this transaction, if the same shall arise by, through or on account of any alleged act of Seller or Seller's representatives.

(d) The provisions of this Section 10 shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

11. Intentionally omitted.

12. Recording Charges and Transfer Taxes.

(a) At the Closing, Seller and Purchaser agree to complete, sign and have acknowledged any and all forms required for this transaction with respect to Article 31 of the New York State Tax Law as the same may be amended from time to time (the "State Transfer Tax Law"). Seller shall pay the taxes, if any, imposed under the State Transfer Tax Law (the "Transfer Tax") in connection with the sale of the Property by Seller to Purchaser (the "Sale").

(b) At the Closing, Seller and Purchaser agree to complete, sign and have acknowledged any and all forms required for this transaction with respect to Chapter 21 of Title 11 of the Administrative Code of the City of New York (the "City Transfer Tax Law"). Seller shall pay the taxes, if any, imposed under the City Transfer Tax Law (the "RPT Tax") in connection with the Sale and any filing fees in connection therewith.

(c) It is agreed that if the effect of any Seller exemption from the payment of transfer taxes under the State Transfer Tax Law or the City Transfer Tax Law is to shift (directly or indirectly) the payment obligation therefor to Purchaser, Purchaser shall receive a credit at Closing from Seller in the amount of any such Transfer Taxes paid by Purchaser.

(d) The obligations arising pursuant to this Section 12 shall survive the Closing.

13. Representations and Warranties.

(a) Seller represents and warrants to Purchaser that the following are true and correct as of the date hereof and shall be true and correct as of the Closing Date:

(i) This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

(ii) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder do not and will not (a) conflict with or violate any judgment, order, writ, injunction or decree of any court or governmental or quasi-governmental entity with jurisdiction over Seller or the Property, including, without limitation, the United States of America, the State of New York or any political subdivision of either of the foregoing, or any decision or ruling of any arbitrator to which Seller is a party or by which Seller or the Property is bound or affected or (b) violate or constitute a default under any material document or instrument to which Seller is a party or is bound or any of Seller's limited liability company formation or governing documents.

(iii) Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445.

(iv) Seller is not party to any management, service, supply or maintenance agreements with respect to or affecting the Premises (collectively, "Contracts") that shall be in effect as of the Closing Date. Notwithstanding the foregoing, in the event that the Non-Vacant Closing occurs, then at least ten (10) days prior to the then-scheduled Closing Date, Seller shall notify Purchaser of any Contracts and Purchaser may elect to receive an assignment of the same.

(v) To Seller's knowledge, there are no actions, suits or proceedings (including landlord/tenant proceedings) pending or threatened in writing against Seller or the Property, at law or in equity, before any federal, state, municipal or

governmental department, commission, board, bureau, agency or instrumentality with respect to the Premises.

(vi) Seller is not party as debtor to any insolvency or bankruptcy proceeding or assignment for the benefit of creditors under the Bankruptcy Code or any law of the State of New York.

(vii) There are no union, collective bargaining or similar agreements affecting the Seller or the Premises.

(viii) There are no leases, licenses or other occupancy agreements that affect all or any portion of the Property (collectively, "Leases") (except as set forth in Schedule B annexed hereto) by which Seller (or any affiliate of Seller) is bound which affect all or any portion of the Property. Schedule B is a true, correct and complete list of all Leases. True, correct and complete copies of all Leases set forth in Schedule B annexed hereto, have been delivered to Purchaser and the same have not been and will not be modified or amended prior to the Closing Date. All decorating, alterations and other work required to be performed by the landlord pursuant to each Lease prior to the Closing Date or any cost thereof to be reimbursed to any tenant under such Lease, has been performed or reimbursed, or will be performed or reimbursed, prior to the Closing Date. Neither Seller nor Claude Simon (in each of their capacity as landlord) have received any written notice of default with respect to any Leases, and to the best of Seller's knowledge, neither Seller nor Claude Simon are in default under any Leases.

(ix) Seller has not entered into any Contracts relating to the Property that will be in force and effect after the Closing.

(x) Seller has not previously sold, conveyed, transferred, leased, assigned, encumbered or otherwise alienated all or any portion of the development rights appurtenant to the Premises (or contracted or agreed to do any of the foregoing), and, without limiting the generality of the foregoing, has not merged the tax lot comprising the Premises with any other tax lots.

(xi) No offering plan has been presented to the tenants of the Property or to the Attorney General of the State of New York within the past twenty-four (24) months, and no such offering plan will be so presented by Seller prior to Closing.

(xii) Seller is organized as a cooperative and Claude Simon is the sole owner of all outstanding shares of Seller, free and clear of all liens and encumbrances (including any rights of assignment or purchase). Seller shall not issue any additional shares following the date hereof and Claude Simon shall not assign, sell, convey, hypothecate, encumber, pledge or otherwise transfer any of his right, title and interest in the shares of Seller following the date hereof. The Proprietary Leases listed on Schedule B are the sole leases appurtenant to any shares

of Seller. Forty five shares are appurtenant to each of the Proprietary Leases for floors 2 though 7 and ninety shares are appurtenant to the Proprietary Lease for the ground level store premises.

(x) The Property is not a "plan asset" as defined in Title I of Employee Retirement Income Security Act of 1974 ("ERISA"), and the sale of the Property by Seller is not a "prohibited transaction" under ERISA.

(xi) To the best of Seller's knowledge, without investigation, no Hazardous Materials have been generated, stored or disposed of on, in, under or at the Premises. Seller has not received any written notice from any federal, state, county, municipal or other governmental department, agency or authority concerning Hazardous Materials. For the purposes of this Agreement, "Hazardous Materials" shall include, but shall not be limited to, any substance, material, or waste which is or becomes regulated by any state or local government authority or the United States government, and any material or substance which is listed with in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), as amended from time to time.

(xii) Seller does not employ any union employees who work at the Property. There are no union agreements or collective bargaining agreements in effect covering any employees of Seller or Seller's agents engaged in the operation or maintenance of the Property. There are no employee benefit plans, pension plans or similar plans affecting Seller, its employees or agents or the Property, and Seller is not subject to liability for the withdrawal from any such plans nor will become subject to such liability as a result of the Closing.

(xiii) Seller and Claude Simon has not granted to any person or entity any option or other right to purchase the Property, any Proprietary Leases or any shares in Seller, and no person or entity has any option or other right to purchase the Property, any Proprietary Leases or any shares in Seller.

(xiv) Seller has filed tax certiorari proceedings for previous years, the only one of which Seller believes to be active is for the tax year 2011/12.

(xv) To the best of Seller's knowledge, (i) there are no pending applications for approval of a zoning variance or the redevelopment of the Property before any governmental authority; and (ii) there are no proceedings pending to designate or register the Property with any governmental authority as a historic or landmark building or any other similar designation or registration.

(xvi) There are no residential tenants or occupants in the Premises.

(xvii) Seller is not now nor shall it be at any time prior to or at the Closing an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization,

real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a “Person”) with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a “U.S. Person”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC “Specially Designated Nationals and Blocked Persons”) or otherwise. Neither Seller, nor any Person who owns an interest in Seller (other than the owner of publicly traded shares) (collectively, a “Seller Party”) is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a United States Financial Institution as defined in 31 U.S.C. 5312, as periodically amended (“Financial Institution”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(xviii) Neither Seller nor any Seller Party: (a) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws (as hereinafter defined); (b) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (c) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. For purposes of this Agreement, the term “Anti-Money Laundering Laws” shall mean laws, regulations and sanctions, state and federal, criminal and civil, that: (w) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (x) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (y) require identification and documentation of the parties with whom a Financial Institution conducts business; or (z) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the “Patriot Act”), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. Seller is in compliance with all applicable provisions of the Patriot Act.

(b) Purchaser represents and warrants to Seller as of the date hereof and as of the Closing Date that:

(i) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

(ii) The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder do not and will not (x) conflict with or violate any law, rule, judgment, regulation, order, writ, injunction or decree of any court or governmental or quasi-governmental entity with jurisdiction over Purchaser, including, without limitation, the United States of America, the State of New York or any political subdivision of either of the foregoing, or any decision or ruling of any arbitrator to which Purchaser is a party or by which Purchaser is bound or affected or any agreement to which Purchaser is a party or, to Purchaser's knowledge, binding upon Purchaser, or (y) violate or constitute a default under any material document or instrument to which Purchaser is a party or is bound or any of Purchaser's limited liability company/partnership formation or governing documents.

(iii) Purchaser has been duly organized and is validly existing and in good standing in the State of Delaware and is qualified to do business in the State in which the Property is located.

(iv) Purchaser is not party as debtor to any insolvency or bankruptcy proceeding or assignment for the benefit of creditors under the Bankruptcy Code or any law of the State of New York.

(v) Purchaser is not now nor shall it be at any time prior to or at the Closing a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser (other than the owner of publicly traded shares) (collectively, a "Purchaser Party") is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a Financial Institution, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.

(vi) Neither Purchaser, nor any Purchaser Party, nor any Person providing funds to Purchaser: (a) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering

Laws; or (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws. Purchaser is in compliance with any and all applicable provisions of the Patriot Act.

(c) The representations and warranties contained in Section 13(a) and Section 13(b) above will survive the Closing for a period of one (1) year, before the expiration of which the party claiming a breach must have notified the other in writing of the alleged breach. Any such claim shall be limited to actual damages (specifically including, without limitation, reasonable attorneys' fees and expenses and court costs) suffered by the claiming party (specifically excluding consequential or punitive damages).

14. Deliveries to be made on the Closing Date.

(a) Seller's Documents: Seller, pursuant to the provisions of this Agreement, shall deliver or cause to be delivered to Purchaser on the Closing Date the following instruments, documents and items:

(i) A duly executed and acknowledged Bargain and Sale Deed without Covenants against Grantor's Acts (the "Deed") in the form of Schedule C attached hereto;

(ii) A duly executed counterpart of omnibus assignment in the form of Schedule D attached hereto and made a part hereof;

(iii) Except in the event of a Non-Vacant Closing, Vacant Possession of the Premises (provided that Seller must still satisfy Section 5(d) in the event of a Non-Vacant Closing);

(iv) The consent of any persons whose consent shall be required to authorize the sale of the Property by Seller to Purchaser in form reasonably satisfactory to Purchaser and the Title Company (together with any evidence required by the Title Company evidencing the authority of Seller to consummate the transactions contemplated by this Agreement);

(v) A certification of non-foreign status, duly signed by Seller, in the form required by Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder in the form of Schedule E attached hereto and made a part hereof;

(vi) A duly executed counterpart of the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584);

(vii) A duly executed counterpart of the New York City Real Property Transfer Tax Return;

(viii) A duly executed counterpart of the State of New York, State Board of Real Property Services, Real Property Transfer Report (Form

RP-5217NYC), if required;

(ix) In the event of a Non-Vacant Closing only, the instruments set forth in Section 5(e).

(x) Such other documents, instruments and deliveries as are otherwise required by this Agreement or required to record the Deed or reasonably required by Purchaser in order to consummate the transaction contemplated hereby;

(xi) Seller shall deliver to the Title Company such customary title affidavits requested by the Title Company that are required; and

(xii) To the extent the same are in Seller's possession: (I) copies of all certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises by governmental and quasi-governmental authorities having jurisdiction over the Premises; and (II) copies of technical manuals, plans, specifications, drawings and the certificate of occupancy for the Premises.

(b) Purchaser's Documents: Purchaser, pursuant to the provisions of this Agreement, shall deliver or cause to be delivered to Seller on the Closing Date the following instruments, documents and items:

(i) A duly executed counterpart of the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584);

(ii) A duly executed counterpart of the New York City Real Property Transfer Tax Return;

(iii) A duly executed counterpart of the State of New York, State Board of Real Property Services, Real Property Transfer Report (Form RP-5217NYC), as required;

(iv) A duly executed counterpart of omnibus assignment in the form of Schedule D attached hereto and made a part hereof;

(v) The consent of the members or manager(s), as applicable, of Purchaser authorizing the purchase of the Property by Purchaser in form reasonably satisfactory to Seller and the Title Company; and

(vi) Such other documents, instruments and deliveries as are otherwise reasonably required by this Agreement or by Seller in order to consummate the transaction contemplated hereby.

15. Default by Purchaser or Seller.

(a) If (i) Purchaser shall default in the payment of the Purchase

Price when due or (ii) Purchaser shall otherwise default in the performance of any of the other material terms and provisions of this Agreement on the part of Purchaser to be performed, and the same is not cured within ten (10) business days following notice from Seller, Seller may terminate this Agreement and retain the Deposit. Purchaser acknowledges that, if Purchaser shall default under this Agreement as aforesaid, Seller will suffer substantial adverse financial consequences as a result thereof. As part of the foregoing consequences and not in limitation thereof, Purchaser understands that Seller will be obtaining surrenders of tenants at the Premises in reliance on Purchaser's compliance with this Agreement. Accordingly, Seller's sole and exclusive remedy against Purchaser shall be the right to retain the Deposit, as and for its sole and full and complete liquidated damages, it being agreed that Seller's damages are difficult, if not impossible, to ascertain, and, Purchaser and Seller shall have no further rights or obligations under this Agreement, except those expressly provided herein to survive the termination of this Agreement. The foregoing shall not limit Purchaser's obligation to pay to Seller all attorneys' fees and costs of the Seller to enforce the provisions of this Section 15(a).

(b) If Seller shall default hereunder for any reason, Purchaser may, as its sole remedy, may either (in its sole discretion) (i) terminate this Agreement, and direct the Escrowee to return the Deposit to Purchaser, and Purchaser and Seller shall have no further rights or obligations under the Agreement, except those expressly provided herein to survive the termination of this Agreement; or (ii) seek specific performance (subject to any reductions in the Purchase Price as set forth in Section 5(c), and Section 5(d) and any amounts due by Seller under Section 4(b)), provided that Purchaser shall file an action for specific performance not later than thirty (30) days after the occurrence of any alleged default by Seller hereunder (and if Purchaser shall fail to timely file an action for specific performance, Purchaser may still pursue its remedy as set forth in clause (i)). The foregoing shall not limit Seller's obligation to pay to Purchaser all attorneys' fees and costs of the Purchaser to enforce the provisions of this Section 15(b).

16. Merger. Except as otherwise expressly provided to the contrary in this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing. The delivery and acceptance of the Deed at the Closing, without the simultaneous execution and delivery of a specific agreement which by its terms shall survive the Closing, shall be deemed to constitute full compliance by the parties with all of the terms, conditions and covenants of this Agreement on their part to be performed as of the Closing.

17. Conditions to Closing.

(a) Conditions to Purchaser's Obligation to Close. Purchaser's obligation to close hereunder shall be subject to the following conditions:

(i) Seller shall have performed, satisfied and complied with, or tendered performance of, in all material respects, all of the material covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(ii) All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date.

(iii) Except with respect to a Non-Vacant Closing, Seller delivers the Premises in a Vacant Possession condition and has complied with its obligations set forth in Section 5(d); provided that if there is a Non-Vacant Closing, Seller has nonetheless complied with its obligations as set forth in Section 5(d) and Section 5(e).

The foregoing conditions under this Section 17(a) are for the benefit of Purchaser, and Purchaser may, in its sole discretion, waive any or all of such conditions and close title under this Agreement without any decrease in, abatement of, or credit against, the Purchase Price.

(b) Conditions to Seller's Obligation to Close. Seller's obligation to close hereunder shall be subject to the following conditions:

(i) Purchaser shall have performed, satisfied and complied with, or tendered performance of, in all material respects, all of the material covenants, agreements and conditions required by this Agreement to be performed or complied with by Purchaser on or before the Closing Date.

(ii) All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the date of this Agreement, and as of the Closing Date.

The foregoing conditions under this Section 17(b) are for the benefit of Seller, and Seller may, in its sole discretion, waive any or all of such conditions and close title under this Agreement without any increase in, abatement of, or credit against, the Purchase Price.

#### 18. Seller Obligations.

(a) Insurance. Until the Closing or sooner termination of this Agreement, Seller or Seller's agents shall keep the Property insured against fire and other hazards covered by extended coverage endorsement and comprehensive public liability insurance against claims for bodily injury, death and property damage occurring in, on or about the Property in accordance with the insurance policies of Seller currently in effect.

(b) Operation. Until the Closing or sooner termination of this Agreement, Seller or Seller's agents shall operate and maintain the Property in a generally safe and law-abiding manner so as not to create any conditions which materially and adversely affect the value of the Property or could create a material liability for Purchaser. Seller shall comply with all obligations that Seller, as landlord, may have under the Leases.

(c) Contracts. Between the date hereof and the Closing, Seller will enter into only those Contracts that Seller reasonably determines are necessary to maintain the Property and which shall be canceled by Seller, at Seller's expense, as of a date on or prior to the Closing Date. Anything to the contrary notwithstanding, this paragraph will not be construed to inhibit in any manner Seller's right to enter into contracts consistent with Section 18(f) below to obtain vacant possession of the Premises.

(d) Employees. Without limiting any of the representations and warranties herein, on and after the Closing Date, Seller agrees to indemnify and hold Purchaser harmless and assume complete liability for all claims, actions, and complaints by or on behalf of any of Seller's employees, including, but not limited to, any claim for and costs associated with any withdrawal liability as defined in Section 4201 of ERISA that are assessed against Purchaser ( including, but not limited to, the termination or relocation of employment of any employees, Seller's withdrawal from the pension plans in which Seller's employees are participants or the sale of the Property). The provisions of this Section 18(d) and Seller's obligations hereunder shall survive the Closing.

(e) Breach of Representations. Seller shall not take any action which would or reasonably could cause any of Seller's representations and warranties herein to become untrue as of the Closing Date. Purchaser shall not take any action which would or reasonably could cause any of Purchaser's representations and warranties herein to become untrue as of the Closing Date.

(f) Leases. From and after the date hereof, Seller shall, at Seller's sole cost and expense, take all actions required to terminate all of the Leases and obtain vacant possession of the entire Premises on or prior to the then Scheduled Closing Date. As part of the foregoing, immediately following the execution and delivery of this Agreement, Seller shall, as applicable (i) deliver all notices required to commence the termination and surrender of all Leases, (ii) commence and diligently prosecute to completion eviction proceedings against tenants who are in breach of their Lease or otherwise do not have a right to remain on the Premises, (iii) pursue surrender agreements and (iv) otherwise take all actions to terminate all of the Leases and obtain vacant possession of the entire Premises in accordance with this Agreement (including Section 5(d)). Seller shall keep Purchaser apprised on a timely basis of such efforts and shall provide Purchaser evidence of the termination of any Leases and/or surrender of any portion of the Premises promptly thereafter. In no event shall Seller enter into any new

Leases or otherwise modify, amend, or grant a consent so as to extend any term unless said actions are reasonably required or done to obtain vacant possession (however no extension shall be beyond the then-Scheduled Closing Date), without the prior written consent of Purchaser.

(g) Additional Covenants. Seller shall not permit or cause the Premises to be subject to any additional encumbrances, licenses, covenants or easements other than the Permitted Encumbrances, without Purchaser's prior written consent. Seller shall not settle or otherwise compromise any litigation without Purchaser's consent, which consent shall not be unreasonably withheld, conditioned or delayed, if such litigation (or any settlement or other compromise thereof) can be reasonably expected to have an adverse effect on the Premises or any owner thereof after the Closing. Seller shall promptly deliver to Purchaser copies of all Violations and shall notify Purchaser of all judgments, claims and litigation affecting Seller or any part of the Property. Seller shall promptly notify Purchaser of, and shall promptly deliver to Purchaser a copy of any notice Seller may receive, on or before the Closing, from any governmental authority, concerning any environmental laws.

19. Escrow; Deposit.

(a) The Deposit shall be deposited with the Escrowee and shall be held in escrow pursuant to the terms of this Agreement. Escrowee shall cause the Deposit to be deposited into an interest-bearing attorney escrow account. Escrowee shall pay the Deposit to Seller at the Closing upon the consummation thereof or otherwise to Seller or Purchaser in accordance with this Agreement. If either party makes a demand upon Escrowee for delivery of the Deposit, Escrowee shall give notice to the other party of such demand. If a notice of objection to the proposed payment is not received from the other party within seven (7) business days after the giving of notice by Escrowee, Escrowee is hereby authorized to deliver the Deposit to the party who made the demand. If Escrowee receives a notice of objection within said period, then Escrowee shall continue to hold the Deposit and thereafter pay it to the party entitled when Escrowee receives (i) a notice from the objecting party withdrawing the objection, or (ii) a notice signed by both parties directing disposition of the Deposit, or (iii) a judgment or order of a court of competent jurisdiction. Concurrently with the execution of this Agreement, Seller or Purchaser shall provide Escrowee with a W-9 form so that the interest bearing account may be opened to hold the Deposit.

(b) The parties further agree that:

(i) Except for its gross negligence or willful misconduct, Escrowee shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrowee verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document;

(ii) Escrowee shall not be bound in any way by any other contract or understanding between the parties hereto, whether or not Escrowee has knowledge thereof or consents thereto unless such consent is given in writing;

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(iii) Escrowee's sole duties and responsibilities shall be to hold and disburse the Deposit in accordance with this Agreement; provided, however, that Escrowee shall have no responsibility for the clearing or collection of the check representing the Deposit;

(iv) Escrowee shall not be liable for any action taken or omitted by Escrowee in good faith and believed by Escrowee to be authorized or within its rights or powers conferred upon it by this Agreement, except for damage caused by the gross negligence or willful misconduct of Escrowee.

(v) Upon the disbursement of the Deposit in accordance with this Agreement, Escrowee shall be relieved and released from any liability under this Agreement;

(vi) Escrowee may resign at any time upon at least ten (10) days prior written notice to the parties hereto. If, prior to the effective date of such resignation, the parties hereto shall all have approved, in writing, a successor escrow agent, then upon the resignation of Escrowee, Escrowee shall deliver the Deposit to such successor escrow agent. From and after such resignation and the delivery of the Deposit to such successor escrow agent, Escrowee shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement, all of which duties, responsibilities and obligations shall be performed by the appointed successor escrow agent. If for any reason the parties hereto shall not approve a successor escrow agent within such period, Escrowee may bring any appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction, pending the approval of a successor escrow agent, and upon such deposit Escrowee shall be fully relieved of all of its duties, responsibilities and obligations under this Agreement;

(vii) Seller and Purchaser hereby agree to jointly and severally indemnify, defend and hold Escrowee harmless from and against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against, Escrowee (including reasonable counsel fees and court costs) by reason of Escrowee's acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except as a result of Escrowee's gross negligence or willful misconduct;

(viii) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of any of the parties in and to, or the disposition of, the Deposit, Escrowee shall have the right to (w) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise, or (x) deposit the Deposit in an appropriate court of law, following which Escrowee shall thereby and thereafter be relieved and released from any liability or

obligation under this Agreement, or (y) institute an action in interpleader or other similar action permitted by stakeholders in the State of New York, or (z) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit; and

(ix) Escrowee shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained.

(x) In any action or proceeding commenced by or against Seller, or any party constituting part of the selling group and/or any assignee and/or affiliate thereof against or by Purchasers and/or any assignee thereof, Escrow Agent shall be entitled to represent Seller and/or any party constituting the selling group and/or any assignee in such action or proceeding.

(c) Escrowee has executed this Agreement solely to evidence Escrowee's receipt of the Deposit (subject to collection) and its agreement to hold the Deposit in escrow, and to deliver the same pursuant to and in accordance with the provisions of this Agreement.

(d) The provisions of this Section 19 shall survive the Closing or earlier termination of this Agreement.

20. Confidentiality.

(a) Seller and Purchaser agree that no press or other publicity release or communication to the general public concerning the transactions contemplated by this Agreement shall be issued by any party without the other party's prior written approval, unless same is required (i) by any governmental authorities or (ii) to effect the transactions contemplated by this Agreement. It is understood that the foregoing shall not preclude either party hereto from (a) discussing the substance of the transaction contemplated in this Agreement or any of the terms thereof with its respective attorneys, accountants, professional consultants, prospective investors, prospective lenders or any of their respective counsel or other representatives, or (b) complying with applicable laws.

(b) The provisions of this Section 20 shall not survive the Closing or sooner termination of this Agreement if the Closing does not occur.

21. Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be deemed to have been given (a) when hand delivered, or (b) if sent same day or overnight recognized commercial courier service, when received, addressed to the address of the parties stated below or to such changed address as such party may have fixed by notice, or (c) by facsimile, provided the receipt is confirmed via electronic confirmation, or (d) via email, provided the recipient confirms receipt via return email:

To Seller: 160 Madison Avenue Owners Corporation  
160 Madison Avenue  
New York, New York 10016  
Attention: Claude Simon  
Fax: (212) 889-5573  
email: [csimon@fairlane.biz](mailto:csimon@fairlane.biz)

with a copy to: Vernon & Ginsburg, LLP  
261 Madison Avenue  
26th Floor  
New York, New York 10116  
Attention: Darryl M. Vernon, Esq.  
Fax: (212) 697-44432  
email: [dvernon@vernonginsburg.com](mailto:dvernon@vernonginsburg.com)

To Purchaser: RE Asset LLC  
c/o JD Carlisle LLC  
352 Park Avenue South – 15<sup>th</sup> Fl.  
New York, New York 10010  
Attn: Jules Demchick  
Fax: (212) 481-9586

with a copy to: Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004  
Attention: Robert J. Sorin, Esq.  
Fax: (212) 859-4000

provided, that any notice of change of address shall be effective only upon receipt.

22. Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

23. Governing Law; Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

24. Counterparts. This Agreement may be executed in any number of counterparts, and/or via facsimile/pdf, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument.

25. No Third Party Beneficiaries. The warranties, representations, agreements and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity other than the parties hereto.

26. Waiver. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

27. Assignment. This Agreement may not be assigned by Purchaser in whole or in part without Seller's prior written consent. Notwithstanding the foregoing, the Purchaser named herein shall have the right, with notice to but without consent of Seller, to assign this entire Agreement (including the Down Payment and all rights hereunder) to a Controlled Affiliate (as defined below). "Controlled Affiliate" shall mean any entity, both at the time of the assignment and as of the Closing, (i) controlled, directly or indirectly, by Purchaser, Jules Demchick or Evan Stein, and/or (ii) not less than 10% of the beneficial interests in which are owned, directly or indirectly, by Purchaser or any one or more of its existing members or principals. "Controlled by" means the power and authority to direct the day-to-day business and affairs of the assignee.

28. Headings. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and should not be construed in interpreting this Agreement. Words of any gender used in this Agreement shall include any other gender and words in the singular shall include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. As used in this Agreement, the term "business day" means every day other than (i) Saturdays and Sundays, (ii) all days observed by the Federal or New York State governments as legal holidays, (iii) all days on which commercial banks in New York State are required by law to be closed. If the day upon which performance hereunder would otherwise be required or permitted is not a business day, then the time for such performance shall be automatically extended to the next day that is a business day.

29. Construction. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto. Each party hereto acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in connection with the construction or interpretation hereof. Each party has been represented by independent counsel in connection with this Agreement.

30. Further Assurances. Seller and Purchaser each agree, at any time and from time to time at or after the Closing, to execute, acknowledge where appropriate, and deliver or cause to be executed, acknowledged and delivered such further instruments and documents and to take such other action as the other of them or the Title Company may reasonably request to carry out the intents and purposes of this Agreement. The provisions of this Section 30 shall survive the Closing.

31. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the parties and each of their respective successors and permitted assigns, if any.

32. Waiver of Jury Trial. THE RESPECTIVE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

33. Jurisdiction.

(a) FOR THE PURPOSES OF ANY SUIT, ACTION OR PROCEEDING INVOLVING THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY EXPRESSLY SUBMITS TO THE JURISDICTION OF ALL FEDERAL AND STATE COURTS SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK AND CONSENTS THAT ANY ORDER, PROCESS, NOTICE OR MOTION OR OTHER APPLICATION TO OR BY ANY SUCH COURT OR A JUDGE THEREOF MAY BE SERVED AS PERMITTED BY LAW, AND PURCHASER AND SELLER EACH AGREES THAT SUCH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUCH SUIT, ACTION OR PROCEEDING COMMENCED BY EITHER PARTY.

(b) PURCHASER AND SELLER EACH HEREBY IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY FEDERAL OR STATE COURT SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT.

34. Litigation. In any legal action or other proceeding for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, or in any dispute over the foregoing, the successful or prevailing party or parties shall be entitled to recover its reasonable fees and costs, including reasonable attorneys' fees, court costs and other costs incurred in such action or proceeding, in addition to any other relief to which it or they may be entitled. The provisions of this Paragraph shall survive the Closing or earlier termination of this Agreement.

35. Fixtures. The parties acknowledge and agree that no part of the Purchase Price is attributable or allocable to the Fixtures or any other personal or intangible property.

36. Choice of Law. This Agreement and the exhibits and schedules annexed hereto, shall be governed by, interpreted under, and construed and enforced in accordance with, the internal laws of the state of New York without regard to principles of conflicts of law,

37. Intentionally omitted.

38. Extensions. Any permitted extension of the Closing requested hereunder by either party may be consented to, in writing, by the attorneys for the respective parties hereunder and such written consent shall be deemed to be the consent of each such other party.

39. No Offer. It is expressly understood and agreed that delivery of this Agreement for inspection or otherwise by Seller to Purchaser shall not constitute an offer or create any rights in favor of Purchaser or others and shall in no way obligate or be binding upon Seller, This Contract shall have no force or effect unless and until the same is fully exchanged and delivered by Seller and Purchaser, and fully executed copies hereof are exchanged and received by the parties hereto.

40. Merger. The acceptance of the deed by Purchaser shall be deemed full compliance by Seller with all of the provisions of this Agreement on the part of Seller to be performed, excepting only any matters specifically provided herein to survive Closing.

41. Survival. No representations or warranties herein shall survive the delivery of the deed, except as expressly provided herein.

42. Returned Check. If payment of the Deposit check given by Purchaser to Seller on the signing of this Agreement is not honored upon presentment, then, at Seller's option, this Agreement shall become null and void, and without any further force and effect.

43. Memorandum of Contract. Neither party may record this Agreement or any memorandum thereof.

44. Incorporation by Reference. The Schedules and Exhibits to this Agreement are incorporated herein by reference and made a part hereof.

46. Like-Kind Exchange. Seller and Purchaser acknowledge and agree that either may elect to structure the sale or acquisition of the Property (as applicable) as a forward or reverse exchange thereof (the "Exchange") with the result that the transaction will qualify for non-recognition of gain under Section 1031 of the Code and the Treasury Regulations promulgated thereunder. In order to implement such Exchange, either party may, upon written notice to the other party at least ten (10) business days prior to the Closing Date, assign its rights, but not its obligations, under this Agreement to an entity established to effectuate such Exchange. If either party so elects, the other shall reasonably cooperate in effecting the Exchange provided that such cooperation shall not (a) entail any additional expense to the non-electing party, (b) cause the non-electing party to be exposed to any material liability or material loss of rights or benefits contemplated under this Agreement or (c) materially delay the Closing beyond the allowed adjournments. No Exchange shall relieve either party of its obligations hereunder, nor shall the consummation of an Exchange be a condition to the performance of such party's obligations hereunder.

47. 1099-S Reporting Requirements. Escrow Agent or Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of the Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person. The provisions of this Paragraph 48 shall survive the Closing.

48. Right of Access. Purchaser and Purchaser's representatives and Purchaser's lenders and investors and their respective representatives shall have the right from time to time to access the Property for inspection. Purchaser understands and agrees that any access to the Property shall occur during normal business hours after reasonable prior notice to Seller for a reasonable number of inspections and shall be conducted so as not to interfere unreasonably with the use of the Property by Seller or any tenants under the Leases. Purchaser acknowledges that Purchaser's right of access is provided only as an accommodation and does not provide a basis for any right to terminate this Agreement or to extend the Closing. Purchaser and Purchaser's representatives shall not be permitted to take soil or ground water samples or to conduct borings of the Property or drilling in or on

the Property, or any other invasive testing, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed (and, if such reasonable consent is given, Purchaser shall be obligated to pay to Seller promptly upon written demand the cost of repairing and restoring any borings or holes created or any other damage as aforesaid). Seller reserves the right to have a representative present during any such access. Purchaser agrees to indemnify, defend and hold harmless Seller, its shareholders, directors, officers, employees and agents from and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries arising out of or resulting from any damage to the Property or any personal injury resulting from the entry upon the Property by Purchaser or its representatives (except for any claim resulting from (i) Seller's gross negligence or willful misconduct and (ii) any existing conditions on the Property). Such obligation to indemnify and hold harmless Seller and said persons shall survive Closing or earlier termination of this Agreement. Prior to entering the Property for purposes of inspection, Purchaser shall provide to Seller proof of valid commercial general liability insurance, including contractual liability covering the indemnities specified herein, with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00). The policy shall be endorsed to name Seller and its designees as "additional insureds".

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SELLER:

160 MADISON AVENUE OWNERS  
CORPORATION

By: \_\_\_\_\_

Name:

Title:

PURCHASER:

RE ASSET LLC

By: \_\_\_\_\_

Name:

Title:

**John LaGratta  
Designated Representative**

Acknowledged and accepted as to the provisions  
related to the Escrowee:

VERNON & GINSBURG, LLP, as Escrowee

By: \_\_\_\_\_

Name: *Darryl M. Vernon*  
Title: *Member*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

SELLER:

160 MADISON AVENUE OWNERS  
CORPORATION

By: Claude Simon  
Name: Claude Simon  
Title: President

PURCHASER:

RE ASSET LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and accepted as to the provisions  
related to the Escrowee:

VERNON & GINSBURG, LLP, as Escrowee

By: \_\_\_\_\_  
Name:  
Title:

Schedule A

Description of Land

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, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF MADISON AVENUE, DISTANT 73 FEET 11½ INCHES NORtherly from the corner formed by the intersection of the westerly side of MADISON AVENUE AND THE NORtherly side of 32ND STREET;

RUNNING THENCE NORtherly along the westerly side of MADISON AVENUE, 24 FEET 7 INCHES;

THENCE WESTERLY AND PART OF THE DISTANCE THROUGH A PARTY WALL 95 FEET;

THENCE SOUTHERLY AND PARALLEL WITH MADISON AVENUE 24 FEET 7 INCHES;

THENCE EASTERLY AND PARALLEL WITH 32ND STREET AND PART OF THE DISTANCE THROUGH A PARTY WALL 95 FEET TO THE WESTERLY SIDE OF MADISON AVENUE AT THE POINT OR PLACE OF BEGINNING.

## Schedule B

### Leases

#### Proprietary Leases:

First floor: Proprietary Lease between 160 Madison Avenue Owners Corporation, as lessor, and Claude Simon, as lessee, dated January 30, 2008

Second floor: Proprietary Lease between 160 Madison Avenue Owners Corporation, as lessor, and Steven Abrams and Linda Tepper, as lessees, dated July 1, 1984, as assigned by Assignment of Proprietary Lease from Moses Shayowitz, Bernat Mikhli and Shamul Mikhli, collectively, as assignor, to Moses Shayowitz, as assignee, dated December 26, 2002, as assigned by Assignment of Proprietary Lease from Moses Shayowitz, as assignor, to Claude Simon, as assignee, dated February 12, 2004.

Third floor: Proprietary Lease between 160 Madison Avenue Owners Corporation, as lessor, and Henry Traiman, as lessee, dated July 1, 1984, as assigned by Assignment of Proprietary Lease dated April 28, 1993, from Henry Traiman, as assignor, to Claude Simon, as assignee.

Fourth floor: Proprietary Lease between 160 Madison Avenue Owners Corporation, as lessor, and Claude Simon, as lessee, dated May 5, 2011.

Fifth floor: Proprietary Lease between 160 Madison Avenue Owners Corporation, as lessor, and Rolf Karl, as lessee dated July 1, 1984, as assigned by Assignment of Proprietary Lease dated November 30, 1989 from Rolf Karl, as assignor, to Rolf Karl and Joanne K. Singleton, as assignees, as assigned by Assignment of Proprietary Lease dated October 20, 1992 from Rolf Karl and Joanne K. Singleton as assignors, to Claude Simon, as assignee.

Sixth floor: Proprietary Lease dated July 1, 1984 between 160 Madison Avenue Owners Corporation, as lessor, and Rolf Karl, Claude Simon and Henry Traiman, as lessees, as assigned by Assignment of Proprietary Lease from Rolf Karl, as assignor, to Rolf Karl and Joanne K. Singleton, as assignees, dated November 30, 1989, as assigned by Assignment of Proprietary Lease dated April 28, 1993 from Rolf Karl and Joanne K. Singleton, as assignors, to Claude Simon, as assignee, as assigned by Assignment of Proprietary Lease from Henry Traiman, as assignor, to Claude Simon, as assignee, dated April 28, 1993.

Seventh floor: Proprietary Lease between 160 Madison Avenue Owners Corporation, as lessor, and Rolf Karl, Claude Simon and Henry Traiman, as lessees dated July 1, 1984, assigned by Assignment of Proprietary Lease dated November 30, 1989 from Rolf Karl, as assignor, to Rolf Karl and Joanne K. Singleton, as assignees, as assigned by Assignment of Proprietary Lease from Rolf Karl and Joanne K. Singleton, as assignors, to Claude Simon, as assignee dated April 28, 1993, as assigned by Assignment of Proprietary Lease dated April 28, 1993 from Henry Traiman, as assignor, to Claude Simon, as assignee.

Subleases:

First floor: (vacant)

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Second Floor: Sublease, dated August 3, 1998, between Claude Simon and The Korean Sohmyung Presbyterian Church, extended and modified by Extension and Modification of Sublease dated June 17, 2007.

Third Floor: Sublease, dated December 23, 2009, between Claude Simon and Seven Olive, Inc.

Fourth Floor: Occupancy by Thomas Bouregy & Co., Inc. as a month-to-month tenant (sublease expired)

Fifth Floor: Partially occupied (1 office) by a month-to-month tenant, John Hughes – no lease.

Sixth Floor: Sublease, dated March 1, 2008, between Claude Simon and Tripology, Inc., assigned and extended by Assignment and Extension of Lease Agreement, dated November, 2009, and amended by Amendment to Extension of Lease Agreement, dated November 18, 2010.

Seventh Floor: Sublease, dated June 1, 2007, between Claude Simon and Veratex, Inc.

1. Assignment of Proprietary Lease dated November 30, 1989 from Karl, as assignor, to Karl and Singleton, as assignees, assigning assignor's 1/3 interest as tenant-in-common in and to a proprietary lease dated July 1, 1984 between Owner and Karl covering unit 7.
2. Assignment of Proprietary Lease from Karl and Singleton, as assignors, to Simon, as assignee dated April 28, 1993, assignment the proprietary lease dated July 1, 1984 covering units 6 and 7.
3. Assignment of Proprietary Lease dated April 28, 1993 from Traiman, as assignor, to Simon, as assignee, assigning the proprietary lease dated July 1, 1984 covering unit 7.

Schedule C

Form of Deed

THIS INDENTURE, made as of the \_\_\_\_\_ day of \_\_\_\_\_, by 160 MADISON AVENUE OWNERS CORPORATION, having an address at 160 Madison Avenue, New York, New York 10016 (hereinafter referred to as "Grantor"), to RE Asset LLC, having an address c/o JD Carlisle LLC, 352 Park Avenue South – 15<sup>th</sup> Floor, New York, New York 10010 (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, in consideration of Ten and No/100 Dollars (\$10.00), lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

TO HAVE AND TO HOLD the Premises unto Grantee, the heirs or successors and assigns of Grantee forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor 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 improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

**GRANTOR:** 160 MADISON AVENUE OWNERS CORPORATION

By: \_\_\_\_\_

Name: Claude Simon

Title:

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned,  
personally appeared \_\_\_\_\_, 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/she executed the same in his/her capacity, and that  
by his/her signature on the instrument, the individual, or the person or entity upon behalf of  
which the individual acted, executed the instrument.

---

Signature and Office of individual  
taking acknowledgment

Bargain and Sale Deed  
Without Covenant Against Grantor's Acts

SECTION:   
BLOCK:   
LOT: 20  
COUNTY: New York

160 MADISON AVENUE OWNERS  
CORPORATION

TO

RE ASSET LLC

STREET  
ADDRESS: 160 Madison Avenue  
New New York, New York

RETURN BY MAIL TO:

Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, New York 10004  
Attention: Robert J. Sorin, Esq.

Exhibit A (to Form of Deed)

Legal Description

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, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF MADISON AVENUE, DISTANT 73 FEET 11½ INCHES NORtherly from the corner formed by the intersection of the Westerly side of Madison Avenue and the northerly side of 32nd Street;

RUNNING THENCE NORtherly along the Westerly side of Madison Avenue, 24 FEET 7 INCHES;

THENCE Westerly and part of the distance through a party wall 95 FEET;

THENCE southerly and parallel with Madison Avenue 24 FEET 7 INCHES;

THENCE easterly and parallel with 32nd Street and part of the distance through a party wall 95 FEET to the Westerly side of Madison Avenue at the point or place of beginning.

Schedule D

Form of Omnibus Assignment and Assumption Agreement

THIS GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, between 160 MADISON AVENUE OWNERS CORPORATION, having an address at 160 Madison Avenue, New York, New York 10016 ("Assignor") and RE ASSET LLC, having an address c/o JD Carlisle LLC, 352 Park Avenue South – 15<sup>th</sup> Floor, New York, New York 10010 ("Assignee").

W I T N E S S E T H:

Assignor for Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to Assignee, from and after the date hereof, all of Assignor's right, title and interest in, to and under (i) all transferable licenses, approvals, certificates and permits held by Assignor and relating to the occupancy, use or operation of the real property located at 160 Madison Avenue, New York, New York, the "Premises"), and (ii) all other items of intangible personal property owned by Assignor and exclusively relating to the occupancy, use or operation of the Premises; the items set forth in clauses (i) through (ii) above are hereinafter referred to collectively as the "Property Matters");

TO HAVE AND TO HOLD unto Assignee and its successors and assigns to its and their own use and benefit forever.

Assignee hereby expressly assumes the obligations of Assignor in respect of the Property Matters accruing from and after the date hereof.

This Agreement is made by Assignor without recourse and without any expressed or implied representation or warranty whatsoever except to the extent expressly provided in the Purchase Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Any inconsistency between the terms herein and the terms set forth in the Purchase Agreement shall be resolved in favor of the terms of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Omnibus Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

160 MADISON AVENUE OWNERS  
CORPORATION

By: \_\_\_\_\_

Name: Claude Simon  
Title:

ASSIGNEE:

RE ASSET LLC

By: \_\_\_\_\_

Name:  
Title:

Schedule E

Form of FIRPTA Affidavit

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by 160 MADISON AVENUE OWNERS CORPORATION ("Seller") the undersigned hereby certifies the following on behalf of Seller.

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Seller's U.S. employer identification number is [\_\_\_\_\_].

3. Seller's office is:

c/o [\_\_\_\_\_]  
[\_\_\_\_\_]  
[\_\_\_\_\_]

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein 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, and I further declare that I have authority to sign this document on behalf of Seller.

By:

[\_\_\_\_\_]  
[\_\_\_\_\_]  
[\_\_\_\_\_]