



MORTGAGE NOTE

\$1,700,000.00

New York, April 25, 2008

FOR VALUE RECEIVED, 160 Madison Avenue Owners Corp., a New York corporation, having an address at 160 Madison Avenue, New York, New York 10016, promises to pay to Intervest National Bank, or order, at One Rockefeller Plaza, Suite 400, New York, New York 10020-2002, or at such other place as may be designated in writing by the holder of this Note, the principal sum of One Million Seven Hundred Thousand and 00/100 (\$1,700,000.00) Dollars, as hereinafter set forth.

The indebtedness evidenced by this Note shall be payable as follows:

(a) (i) A payment of interest only calculated at the Interest Rate (as defined in Paragraph (b) below) from April 25, 2008 to and including April 30, 2008 upon the execution of this Note.

(ii) Commencing on June 1, 2008 and continuing thereafter on the first day of each calendar month, to and including April 1, 2011, payments of \$14,500.00.

Said payments shall be applied in accordance with the Mortgage (as hereinafter defined). There shall be a final payment on May 1, 2011, on which date all outstanding principal, together with all accrued and unpaid interest, and all other outstanding charges, shall be due and payable in full.

(b) The Interest Rate in effect on any date shall be 6.125% per annum from the date hereof to the maturity date, stated or accelerated.

In addition, the Fee Payment shall be due and payable on each and every Fee Payment Date which may arise under the Mortgage.

IT IS HEREBY EXPRESSLY AGREED, that the said principal sum secured by this Note shall become due at the option of the holder thereof on the happening of any default or event by which, under the terms of the Mortgage securing this Note, said principal sum may or shall become due and payable; also, that all of the covenants, conditions and agreements contained in said Mortgage are hereby made part of this instrument.

Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived.

This Note is secured by a mortgage made by the maker to the payee of even date herewith on property situated in the Borough of Manhattan, City of New York, County of New York and State of New York, located at 160 Madison Avenue (the "Mortgage").

All capitalized terms not defined herein shall have the meanings ascribed to them in the Mortgage.

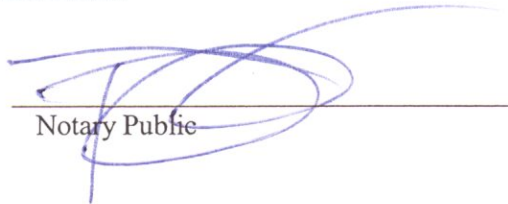
This Note may not be changed or terminated orally.

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President

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

On the 25th day of April, in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared John M. Simon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

THOMAS P. JERMYN
NOTARY PUBLIC STATE OF NEW YORK
#02JE5001506 QUAL. IN NY COUNTY
COMMISSION EXPIRES JANUARY 3, 2011 //



GUARANTY OF PAYMENT OF RECOURSE OBLIGATIONS

GUARANTY OF PAYMENT, dated April 23, 2008 (this "Guaranty") from the undersigned, Claude Simon ("Guarantor"), having an address as indicated below, to Intervest National Bank (hereinafter, together with its successors and assigns, referred to as "Lender"), having an address at 1 Rockefeller Plaza, Suite 400, New York, New York 10020-2002.

PRELIMINARY STATEMENT

WHEREAS, 160 Madison Avenue Owners Corp. ("Borrower") has requested Lender to lend to Borrower \$1,700,000.00 (the "Loan") to assist the Borrower with respect to the refinancing of certain premises known as 160 Madison Avenue, New York, New York and more fully described in Schedule A of the Mortgage (as hereinafter defined), and the improvements situated thereon (such premises and improvements are collectively hereinafter referred to as the "Premises").

WHEREAS, the Loan is evidenced by a certain Mortgage Note in the amount of \$1,700,000.00 (the "Note"), and secured by the mortgage (the "Mortgage") dated the date hereof, encumbering the Premises;

WHEREAS, as part of the consideration for making the Loan, Borrower has agreed to procure and deliver to Lender this Guaranty;

WHEREAS, Lender has declined to make the Loan unless this Guaranty is duly executed by Guarantor and delivered to Lender.

NOW, THEREFORE, in consideration of the premises and as part of the consideration for making the Loan, the Guarantor covenants and agrees to and with Lender as follows:

(1) Guarantor unconditionally, absolutely and irrevocably, jointly and severally, guarantee to Lender the punctual, prompt and complete payment of Borrower's Recourse Obligations (as hereinafter defined), it being expressly understood and agreed that this is a continuing Guaranty and an instrument for the payment of money only, and that the obligations of the Guarantor are and shall be absolute, unconditional and irrevocable under any and all circumstances without regard to the legality, binding effect, validity, regularity, or enforceability of the Note, the Mortgage or any other documents executed in connection herewith or therewith, a true copy of each of such documents Guarantor hereby acknowledges having received, reviewed and approved.

(2) Guarantor agrees that his/her liabilities under this Guaranty shall be unaffected, regardless of whether notice or consideration is given or their further consent obtained, by (i) any amendment, supplement, modification or other change in the Note, the Mortgage or any other instrument made to or with Lender by Borrower or any person or entity who succeeds Borrower as owner of the Premises, or any part thereof, (ii) any extension of time for the observance or performance required thereby, (iii) any sale, assignment or foreclosure of the Note or the Mortgage, or both, or any sale of the Premises, or any part thereof, (iv) exculpatory provisions in any of such instruments limiting Lender's recourse to property encumbered by the Mortgage or any other security or limiting Lender's rights to enforce a deficiency judgment against Borrower, (v) any release of Borrower or Guarantor or any other person or entity from performance or observance of any of the agreements, terms, covenants or conditions contained in any of such instruments whether by operation of law or otherwise, (vi) Lender's failure to record the Mortgage or file any UCC-1 Financing Statements, or to otherwise perfect, protect, secure or insure any security interest or lien given as security for the Note, (vii) any accuracy or inaccuracy of any representations or warranties made by Borrower in the Mortgage or by Guarantor in this Guaranty, (viii) any bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement for

the benefit of creditors, receivership, trusteeship or other law of like import affecting Borrower, the Premises, Guarantor or any of his/her successors and assigns, including, but not limited to, any automatic stay granted pursuant to any provision of a bankruptcy or similar law, (ix) notwithstanding any provision to the contrary contained or implied in the Mortgage or by law or in equity, any recovery as a result of the exercise of any of Lender's rights or remedies under the Mortgage unless as a result thereof Lender has been paid the entire amount owed to Lender under the Note and the Mortgage (hereinafter such obligations owed to Lender are referred to as the "Indebtedness") and (xi) any defense given to a guarantor or surety at law or in equity.

(3) Guarantor waives any and all legal requirements that Lender shall institute any action or proceedings at law or in equity against Borrower, or anyone else, or exhaust its remedies against Borrower, or anyone else in respect of the Loan, the Note or the Mortgage or in respect of any other security held by Lender as a condition precedent to bringing an action against Guarantor upon this Guaranty. All remedies afforded to Lender by reason of this Guaranty are separate and cumulative remedies and no one of such remedies, whether exercised by Lender or not, shall be deemed to be an exclusion of any of the other remedies available to Lender and shall not limit or prejudice any other legal or equitable remedy which Lender may have. This is a guaranty of payment and not of collection.

(4) Guarantor agrees that until each and every term, covenant and condition of this Guaranty is fully performed and fulfilled, he/she shall not be released by any act or thing which might, but for this provision, be deemed a legal or equitable discharge of a surety or a guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Lender or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted or circumstance which may or might vary the risk or affect rights or remedies by reason of any further dealings between Borrower and Lender, whether relating to the Loan, the Note, the Mortgage or otherwise, and Guarantor waives and surrenders any defense to his/her liabilities hereunder based upon any of the foregoing acts, omissions, agreements, waivers or any of them and also waives and relinquishes all other rights and remedies accorded by applicable law to guarantors and sureties, it being the purpose and intent of this Guaranty that the obligations of Guarantor hereunder are and that this Guaranty is absolute, irrevocable and unconditional under any and all circumstances. No amendment, modification, discharge, waiver or release of this Guaranty shall be established by conduct, custom or course of business.

(5) Guarantor waives notice of acceptance of this Guaranty and of presentment for payment, demand, protest, notice of protest and of dishonor, notices of default and all other notices of every kind and description now or hereafter provided by any constitution, statute or rule of law.

(6) If Guarantor shall advance or become obligated to pay any sums with respect to this Guaranty, the Note, the Mortgage or the Loan, or for any other purpose in connection with the Premises, or any part thereof, or if for any reason whatsoever Borrower or any subsequent owner of the Premises, or any part thereof, is now, or shall hereafter become, indebted to Guarantor, Guarantor agrees that the amount of such sums and of such indebtedness and all interest thereon shall at all times be subordinate as to lien, time of payment and in all other respects to all sums, including principal, interest and other amounts at any time owing to Lender under the Loan or the obligations evidencing the same or the Note or the Mortgage and that Guarantor shall not be entitled to enforce or receive payment thereof until the Indebtedness is paid in full. Nothing herein contained is intended or shall be construed to give Guarantor any right of subrogation in or under the Loan, the obligations evidencing the same, the Note or the Mortgage or any right to participate in any way therein or in the right, title or interest of Lender in or to the Premises, or any part thereof, or other property, notwithstanding any payment made by Guarantor with respect to this Guaranty, the Note, the Mortgage or the Loan, all such rights of subrogation and participation being expressly waived and released until the indebtedness is paid in full.

(7) Any notice, demand or request by Lender to Guarantor shall be in writing and shall be deemed to have been duly given or made three (3) business days following the date when mailed by certified or

registered mail, postage prepaid, return receipt requested, addressed to Guarantor at his/her address set forth at the foot hereof.

(8) This Guaranty is, and shall be deemed to be, a contract entered into under the laws of the State of New York and shall be in all respects construed and interpreted in accordance with the laws of such jurisdiction; and no defense shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of New York. The undersigned agrees to submit to personal jurisdiction in the State of New York in any action or proceeding arising out of this Guaranty (and, in the furtherance of such agreement, the undersigned hereby designates Vernon & Ginsberg, LLP as agent for service of process in any such action or proceeding).

(9) The Guarantor represents and warrants that as of the date hereof:

(a) The most recent financial statements of Guarantor, copies having been furnished to Lender, fairly present the financial condition of Guarantor as of such date, and since the date of such financial statements, there have been no material adverse change in such condition.

(b) There are no actions, suits or proceedings pending or, to the knowledge of the Guarantors, threatened against or affecting Guarantor or the properties of the Guarantor before any court, governmental department, arbitrator, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to Guarantor, would have a material adverse effect on the financial condition, business, properties or operations of Guarantor.

(c) Neither the business nor properties of Guarantor is affected by a fire, explosion, strike, lockout, or other labor dispute, drought, storm, hail, earthquake, embargo, acts of God or of the public enemy or other casualty (whether or not covered by insurance) which would have a material adverse effect upon the financial condition, business, properties or operations of Guarantor.

(d) Guarantor is not a party to any indenture, loan or credit agreement or any lease or other agreement or instrument or subject to any charter or other restriction which would have a material adverse effect on the ability of Guarantor to carry out his/her obligations under this Guaranty.

(e) Guarantor has the full power, legal right, authority and requisite capacity to execute and deliver this Guaranty, and to observe, perform and fulfill the provisions hereof.

(10) Guarantor covenants that, until full performance of and compliance with all of the obligations imposed upon Guarantor herein, Guarantor shall:

(a) promptly upon obtaining knowledge of any failure by Guarantor to comply with any obligation imposed upon Guarantor to give written notice thereof, specify the nature of such failure and the remedial action that Guarantor proposes to take with respect thereto;

(b) promptly upon obtaining knowledge of any pending or threatened litigation in which Borrower or Guarantor has, or may, become a party defendant and in which the damages claimed exceed, or may exceed, One Hundred Thousand (\$100,000.00) Dollars, give Lender written notice thereof;

(c) within ninety (90) days of the end of each calendar year, furnish to Lender balance sheets and such information relating to the financial condition and affairs of Guarantor as from time to time may be requested by Lender or as may otherwise be required pursuant to the terms of any of the documents executed in connection with the Loan; and

(d) not transfer or dispose of any assets to any person or entity for less than fair market value.

(11) Should Lender be obligated by any bankruptcy or other law to repay to Borrower or Guarantor or to any trustee, receiver or other representative of any of them, any amounts previously paid in respect of this Guaranty, then this Guaranty shall be reinstated to include the amount of such repayment. Lender shall not be required to litigate or otherwise dispute its obligation to make such repayments if, in good faith and on the advice of counsel, it believes that such obligation exists.

(12) If any action, suit or proceeding which either directly or indirectly involves this Guaranty is commenced, Guarantor waives his/her right to any jury trial in connection therewith.

(13) If any of the provisions of this Guaranty, or the application thereto to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision or provision to persons or circumstances other than those as to whom or which it is held invalid or enforceable, shall not be affected thereby, and every provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

(14) Guarantor agrees to indemnify Lender against any reasonable loss, cost or expense in the nature of costs, expenses and reasonable attorney's fees and expenses incurred in attempting to enforce the guaranty. Guarantor waives any right or claim of right to cause a marshaling of Borrower's assets or to cause Lender to proceed against any security for the Note before proceeding against Guarantor. Guarantor agrees that any payments required to be made by him/her hereunder shall become due in accordance with the Note and Mortgage immediately upon the happening of any default following the expiration of any applicable grace period under the Note or the Mortgage and without presentment of the Note to Borrower, demand for payment or protest thereof, or notice of nonpayment or protest thereof.

(15) This Guaranty is separate, distinct and in addition to any liability or obligations that Guarantor may have under any other guaranty executed by Guarantor in connection with any other loan from Lender to Borrower and no other agreement or guaranty executed in connection with the Loan shall act to reduce or set-off Guarantor's liability hereunder.

(16) For purposes of this Guaranty, Borrower's ARecourse Obligations@ shall mean, with respect to the Premises, all losses or damages suffered by Lender, in connection with (i) security deposits of tenants under Leases, and any rents that are collected more than one month in advance; (ii) proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Premises, or proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of any portion of the premises, which are not applied in accordance with the terms of the Mortgage; (iii) any loss arising as a result of any violation of any Hazardous Substance Law (as defined in the Mortgage), any amount for which Borrower has agreed to indemnify Lender under Paragraph 9(f)(iii) of the Mortgage, and any loss arising as a result of any breach of a representation or covenant of Borrower under Paragraph 9(f) of the Mortgage; (iv) any loss resulting from the intentional or fraudulent commission of waste or omission of an action which results in waste to the premises; and (v) all costs, fees and expenses of enforcing payment of the obligations contained in (i) through (iv) above, whether by litigation or otherwise.

(17) This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Lender and its successors and assigns.

(18) This Guaranty may not be modified, amended, discharged or otherwise changed orally, but only by an instrument in writing which is executed and delivered by Guarantor and Lender.

(19) Guarantor acknowledges that he/she has received a true copy of this Guaranty, and agrees that he/she has executed and delivered this Guaranty to Lender, intending that Lender materially and justifiably rely thereon in advancing the Loan evidenced by the Note and secured by the Mortgage.

(20) In interpreting this Guaranty, the singular shall include the plural; the plural shall include the singular; and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty as of the day and year first above written.



Name: Claude Simon

Address: 204 Springwood Avenue
Gibsonville, NC 27249

North Carolina

STATE OF ~~NEW YORK~~)
) SS:
COUNTY OF ~~NEW YORK~~)
Guilford

On the 23rd day of April, in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Claude Simon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Peggy L. Backley
Notary Public
Notary For Alamance County
N.C.
My Comm. expires 12/13/2009



SUPPLEMENTAL AGREEMENT

AGREEMENT made this 25th day of April, 2008 between Intervest National Bank, having offices at One Rockefeller Plaza, Suite 400, New York, New York 10020-2002 ("Lender") and 160 Madison Avenue Owners Corp., having an office at 160 Madison Avenue, New York, New York 10016 ("Borrower").

WHEREAS, Lender has made a loan to Borrower on this date in the amount of \$1,700,000.00 secured by premises 160 Madison Avenue; and

WHEREAS, the parties have executed a Mortgage, Mortgage Note and other documents in order to confirm the loan and the understandings of the parties, all of the foregoing being hereinafter referred to as "Documents".

NOW, THEREFORE, it is agreed as follows:

- 1) Borrower agrees to execute all such other and further documents as may or shall be necessary, as determined solely by Lender, in order to give effect to the Documents executed and so as to confirm the terms of the transaction or to correct any errors or omissions in the Documents ("Additional Documents").
- 2) Borrower hereby authorizes Lender and grants to Lender an irrevocable power of attorney to complete any of the Documents or Additional Documents, as may or shall be necessary as determined solely by Lender to complete the Documents in accordance with the understandings of the parties.
- 3) Borrower agrees to comply with the requirements of Lender pursuant to this Agreement within five (5) business days after written notice. Upon Borrower's failing or refusing to comply with the terms and provisions of this Agreement, such failure shall constitute a default by Borrower under the Documents and thereupon, Lender shall have all of the rights and remedies against Borrower as otherwise specified in the Mortgage and the other Documents by reason of a default.

IN WITNESS WHEREOF, the undersigned has executed this agreement as of the day and year first above written.

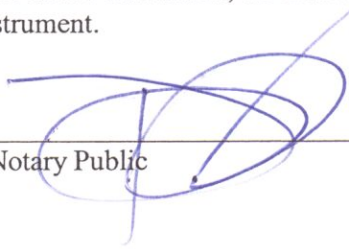
160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President

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

On the 25th day of April, in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared John M. Simon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



THOMAS P. JERMYN
NOTARY PUBLIC STATE OF NEW YORK
#02JE5001506 QUAL. IN NY COUNTY
COMMISSION EXPIRES JANUARY 3, 2011

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Interwest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME 160 Madison Avenue Owners Corp.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 160 Madison Avenue			CITY New York	STATE NY	POSTAL CODE 10016	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u> 13-3189657		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION New York		1g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATION ID#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Interwest National Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS One Rockefeller Plaza, Suite 400			CITY New York	STATE NY	POSTAL CODE 10020-2002	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A Annexed Hereto and Made a Part Hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYOR <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING					
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA					

SCHEDULE A

Debtor: 160 Madison Avenue Owners Corp.

Secured Party: Intervest National Bank

All buildings, structures, improvements, fixtures, goods, chattels, equipment and articles of personal property owned by Debtor of every kind and character affixed to or placed upon or used in connection with the operation of said premises located at 160 Madison Avenue, to all of which the Debtor represents that the Debtor has title free from all prior liens or encumbrances; and all buildings, structures, improvements, fixtures, goods, chattels, equipment and articles of personal property of every kind and character at any time hereafter constructed or affixed to or placed upon said premises or used in connection with the operation thereof. The term "articles of personal property used in connection with the operation" of the mortgaged premises, as herein employed, shall be deemed to include, but shall not be limited to the following: All partitions, elevators, engines, motors, boilers, fuel, water closets, carpets, rugs, awnings, screens, window treatments, heating, refrigeration, air conditioning, plumbing, gas and electric equipment and fixtures, vacuum cleaning system, sprinkler system or other fire preventing or extinguishing equipment and materials, furniture and furnishings for the common areas; and all other articles constituting a part of, or used in connection with, the operating of said premises.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (font and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intervest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME

160 Madison Avenue Owners Corp.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

160 Madison Avenue

CITY

New York

STATE

NY

POSTAL CODE

10016

COUNTRY

USA

1d. SEE INSTRUCTIONS

13-3189657

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

New York

1g. ORGANIZATION ID#, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATION ID#, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

One Rockefeller Plaza, Suite 400

CITY

New York

STATE

NY

POSTAL CODE

10020-2002

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A Annexed Hereto and Made a Part Hereof.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYOR ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)

☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SCHEDULE A

Debtor: 160 Madison Avenue Owners Corp.

Secured Party: Intervest National Bank

All buildings, structures, improvements, fixtures, goods, chattels, equipment and articles of personal property owned by Debtor of every kind and character affixed to or placed upon or used in connection with the operation of said premises located at 160 Madison Avenue, to all of which the Debtor represents that the Debtor has title free from all prior liens or encumbrances; and all buildings, structures, improvements, fixtures, goods, chattels, equipment and articles of personal property of every kind and character at any time hereafter constructed or affixed to or placed upon said premises or used in connection with the operation thereof. The term "articles of personal property used in connection with the operation" of the mortgaged premises, as herein employed, shall be deemed to include, but shall not be limited to the following: All partitions, elevators, engines, motors, boilers, fuel, water closets, carpets, rugs, awnings, screens, window treatments, heating, refrigeration, air conditioning, plumbing, gas and electric equipment and fixtures, vacuum cleaning system, sprinkler system or other fire preventing or extinguishing equipment and materials, furniture and furnishings for the common areas; and all other articles constituting a part of, or used in connection with, the operating of said premises.

ADDENDUM TO FORM UCC-1 FINANCING STATEMENT

FOR FILING IN REAL ESTATE RECORDS OF New York COUNTY

Debtor: 160 Madison Avenue Owners Corp.
Secured Party: Intervest National Bank
Property Address: 160 Madison Avenue, New York, New York 10016
County: New York
Section: 306
Block: 862
Lot: 20



CLOSING OF FIRST MORTGAGE
April 25, 2008

(a) Total Monthly Mortgage Payments
Starting June 1, 2008 (subject to future adjustments)

Debt Service:	\$ 14,500.00
Escrow (rounded off):	<u>8,775.00</u>
Total:	<u>\$ 23,275.00</u>

Checks should be made payable to:

Interinvest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

(b) Deposits - Opening Balance

Real Estate Taxes	-	7/1/07-6/30/08 = \$76,619.40 5 months = 5/12 x \$76,619.40 =	31,924.75
Water & Sewer Meter # 9967	-	11/21/07 -02/05/08 = \$1,998.55 2.5 months = \$1,998.55 5/12 x \$9,593.04 = \$3,197.68	3,997.10
Insurance	-	policy period 9/13/07-9/13/08 annual premium = \$9,500.88 9 months = 9/12 x \$9,500.88 =	<u>7,125.66</u>
		Subtotal: =	\$ 43,047.51
		\$43,047.51 x 110% =	<u>\$ 47,352.26</u>

(c) Monthly Deposits Starting June 1, 2008

Real Estate Taxes	-	1 month = 1/12 x \$76,619.40 =	\$ 6,384.95
Water & Sewer	-	1 month = 1/12 x \$9,593.04 =	\$ 799.42
Insurance	-	1 month = 1/12 x \$9,500.88 =	<u>\$ 791.74</u>

Subtotal: \$ 7,976.11
\$ 7,976.11 x 110% \$ 8,773.72

FOREGOING APPROVED:

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President



AFFIDAVIT

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

John M. Simon, being duly sworn, deposes and says:

1. I am Vice President of 160 Madison Avenue Owners Corp. ("Borrower"), which has borrowed \$1,700,000.00 simultaneously herewith from Intervest National Bank ("Lender") in accordance with the Mortgage Documents dated as of the date of this affidavit, and all obligations of Borrower under the mortgage and securing the mortgage note referred to therein (the "Note") and all related loan documents between Borrower and the Lender dated the date hereof (the "Loan Documents"). I am, as Vice President of Borrower, authorized to execute, on behalf of Borrower, all Loan Documents relating to the \$1,700,000.00 loan (the "Loan") by the Lender to Borrower.

2. The property at 160 Madison Avenue, New York, New York 10016 (the "Property") consists of seven (7) commercial offices.

3. The undersigned acknowledges that the Lender has required that this affidavit be delivered to it as a precondition of the Loan. The undersigned further acknowledges that the Lender will be relying on this affidavit.

4. The financial statements of Borrower, which either are attached hereto, or have previously been delivered to the Lender.

5. There have been no material changes to the Property not reflected on the survey delivered to the Lender.

6. A true and complete copy of the certificates of incorporation and by-laws of Borrower and all amendments thereto are attached, and no other written or oral amendment thereto has been made.

7. There are no service or other contracts relating to the Property or any portion thereof that are or will be binding on any subsequent owner thereof.

8. There are no tenants or occupants of the Property entitled to occupy and portion of the Property by means of a lease or other agreement, except as set forth on the annexed rent roll. There are six (6) commercial leases, one for each floor, with one tenant occupying two (2) floors. No tenant has any right to purchase the Property or any right of first refusal.

9. There are no violations against the Property or any portion thereof, and there are no outstanding purchase orders relating to any emergency repair liens or any such liens, except as set forth in the title report which has been delivered to the Lender.

10. Except as expressly provided to the contrary in this affidavit, there are no actions, suits, investigations or administrative proceedings of or before any court, arbitrator or governmental authority, pending or threatened, against Borrower or Property or other assets which (i) either in any case or in the

aggregate, if adversely determined would materially and adversely affect the business, operations or condition, financial or otherwise of Borrower; or (ii) question the validity of any of the Loan Documents or any action to be taken in connection with the transactions contemplated thereby.

11. The execution, delivery and performance by Borrower of the Loan Documents do not and will not (i) violate any provision of the certificate of incorporation or by-laws of Borrower; (ii) violate any order, decree or judgment, or any provisions of any statute, rule or regulation, domestic or foreign (iii) violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any indenture or contract to which Borrower is a party, or by which it or any of its properties are bound or affected; or (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon the property or assets of Borrower except as contemplated by the Loan Documents.

12. Borrower is not in default with respect to any order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or authority, domestic or foreign, or in violation of any law, statute or regulation, domestic or foreign, or in violation of any law, statute or regulation, domestic or foreign, to which any of them is, or any of their respective properties are, subject, except for such defaults or violations which, in the aggregate, will not have a material and adverse effect on the business, operations or condition, financial or otherwise, of Borrower.

13. That the undersigned on behalf of Borrower warrants and represents (i) that in connection with the Loan, neither he or Borrower have had any dealings, directly or indirectly, with any other financial institution and (ii) that now and upon any endorsement and/or assignment of the Note by Lender to [a] another bank or financial institution, Borrower has no claim or defense to full payment of the Note. The undersigned certifies that (a) he is not under any incapacity nor under any duress as would render the Note, or any other loan document a nullity, (b) that neither he nor Borrower is involved in any illegality related to the Loan transaction as would render the Note or any other Loan Document a nullity, (c) that Borrower has not had the terms of the documents executed in connection with the Loan including, but not limited to, the Note, misrepresented to it and that it has had counsel representing Borrower in connection with the Loan and (d) Borrower is not insolvent.

14. That the proceeds of the loan shall be applied by Borrower as and for working capital.

15. Without limiting any of Lender's rights under any loan document, that if Lender or its successors or assigns shall incur any costs or expenses, including reasonable counsel fees, pursuant to any Federal, State or local environmental protection laws or rules and regulations thereunder, in connection with the Property, then the full amount of such costs and expenses, including reasonable counsel fees, shall be added to the principal amount of the Loan as of the date the same were incurred.

16. That Borrower warrants and represents that there has been no work performed on or at the Premises for which payment has not been made in full and that there are no grounds for filing of a mechanic's lien against the Property.

17. That each of the statements made in this Affidavit and Undertaking provided for herein shall be deemed warranties and representations made to induce Lender to make the loan to Borrower, as above. The undersigned and Borrower are aware that Lender is relying on the truthfulness of the statements made in this Affidavit and Undertaking and that any representations contained herein and any failure on the part of Borrower to comply with the undertakings set forth above shall constitute a default and Event of Default by Borrower under the Note, Mortgage and other documents executed by Borrower in connection with the Loan, and if a default in connection with any of the foregoing shall occur, Lender shall have all the rights and

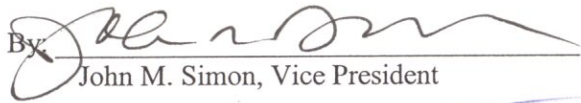
remedies as provided in any of the foregoing documents resulting from such default, including without limitation, acceleration of the Loan and the requirement for immediate payment thereof.

18. Borrower hereby agrees to indemnify and hold Lender harmless from and against any and all claims or damages, including reasonable counsel fees, incurred directly or indirectly, as a result of any misrepresentation or breach of any term or provision herein.


John M. Simon

CONFIRMED AND AGREED TO:

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President

Sworn to before me this
25th day of April, 2008


Notary Public

THOMAS P. JERMYN
NOTARY PUBLIC STATE OF NEW YORK
#02JE5001506 QUAL. IN NY COUNTY
COMMISSION EXPIRES JANUARY 3, 2011

EXHIBITS

- 1) Financial Statements (Delivered to Lender)
- 2) Certificate of Incorporation and By-Laws
- 3) Rent Roll

State of New York
Department of State } **ss:**

I hereby certify, that the Certificate of Incorporation of 160 MADISON AVENUE OWNERS CORPORATION was filed on 09/21/1983, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

The Biennial Statement is past due.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 02nd day of April
two thousand and eight.*

Daniel Shapiro
Special Deputy Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
March 24, 2008.

Paul LaPointe

Paul LaPointe
Special Deputy Secretary of State

certificate of incorporation 8: cooperative: CORP

Certificate of Incorporation

of

160 Madison Avenue Owners Corporation

Under Section 402 of the Business Corporation
Law of the State of New York

IT IS HEREBY CERTIFIED THAT:

1. Name. The name of the Corporation shall be:

160 Madison Avenue Owners Corporation

2. Purposes. The purpose for which it is to be formed
are:

(a) To acquire the land and building erected at 160 Madison Avenue, New York, New York; to hold, operate, manage, sell, exchange and lease all or part of that property and to do the same with respect to any replacement, or addition to the property. The primary purpose of this Corporation is to provide Commercial and Business space for its shareholders by leasing to them, under leases now commonly known as proprietary leases, commercial units in the building on such premises; and all of its shareholders shall be entitled solely by reason of their ownership of shares in the Corporation to proprietary leases entitling them to occupy for business purposes commercial units in the building.

(b) To acquire any other lands, buildings, or rights to be used in connection with 160 Madison Avenue, New York, New York, and to improve, manage, and operate any such property; to rent, lease, and sublease commercial units to its shareholders and to others upon such terms and for such periods as any individual might or could; to procure the necessary permits or licenses from municipal authorities for the operation of commercial buildings and to do and perform every act required by law to be done or performed in the maintenance and operation of commercial buildings; to maintain and operate the necessary conveniences, such as elevators, lighting, and heating, as may be required in the proper operation of a commercial building; to mortgage or otherwise encumber its real property, improvements and equipment; to transfer real estate, in whole or in part, or lease the same in whole or part, for valuable consideration of any character; to buy, sell, and deal in bonds and loans secured by mortgages; and generally to deal with and act in

certificate of incorporation of cooperative CORP

relation to such real estate and any and every part thereof and to the fullest extent that a corporation organized under the Business Corporation Law is lawfully empowered to do.

3. Authorized shares. The aggregate number of shares which the Corporation shall have authority to issue shall be 360 shares, without par value. All of such shares shall be common shares and shall be issued only in connection with the execution and delivery by the purchaser and the Corporation of a proprietary lease of a commercial unit or units in a building owned or leased by the Corporation.

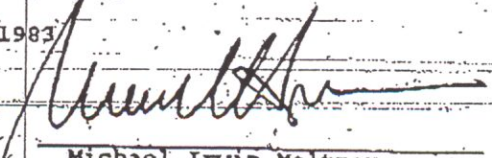
4. Office. The office of the Corporation shall be located at 160 Madison Avenue, City, County, and State of New York.

5. Agent for service of process. The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served, and the address within the State to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is:

c/o SEGAL, MELTZER & FRIEDLANDER
225 Broadway
New York, New York 10007

In witness whereof the incorporator being at least eighteen years of age, hereby affirms that the statements are true under penalties of perjury.

Dated: September 19, 1983


Michael Irwin Meltzer
c/o SEGAL, MELTZER & FRIEDLANDER
225 Broadway
New York, New York 10007

Index No.

Year 19

Certificate of Incorporation
of

160 Madison Avenue Owners Corporation

Under Section 402 of the Business Corporation
Law of the State of New York

9/20
SEAL, MELTZER & FRIEDLANDER

Attorneys for 160 Madison Avenue Owners Corporation

Office and Post Office Address
225 BROADWAY
NEW YORK, N. Y. 10007
(212) 962-2670

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 21 1983

To

Attorney(s) for

Service of a copy of the within

Dated,

AMT. OF CHECK \$ 120
FILING FEE \$ 7.50
TAX \$
COUNTY FEE \$
COPY \$
CERT \$
REFUND \$
SPEC HANDLE \$

Attorney(s) for

Sir:—Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on the day of

Dated,

19 of which the within is a true copy will be presented for
one of the judges

19

at

M.

Yours, etc.

SEAL, MELTZER & FRIEDLANDER

Attorneys for

Office and Post Office Address
225 BROADWAY
NEW YORK, N. Y. 10007

To

Attorney(s) for

BY-LAWS

-of-

160 MADISON AVENUE OWNERS CORPORATION

ARTICLE IOFFICESSection 1. Principal Office

The principal office of the Corporation shall be in the city, incorporated village or town and the county within the State of New York as is designated in the Certificate of Incorporation.

Section 2. Additional Offices

The Corporation may also have offices and places of business at such other places, within or without the State of New York, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE IIMEETINGS OF SHAREHOLDERSSection 1. Time and Place

Meetings of the shareholders of the Corporation may be held at such time and place within or without the State of New York as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting

The annual meeting of the shareholders shall be held in each year on the anniversary of the date of filing of the Certificate of Incorporation, and the shareholders shall then elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3. Notice of Annual Meeting

Written notice of the place, date and hour of the annual meeting of shareholders shall be given personally or by mail to each shareholder entitled to vote thereat not less than ten (10) nor more than fifty (50) days prior to the meeting.

Section 4. Special Meetings

Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by law or by the Certificate of Incorporation, may be called by the President or the Board of Directors, and shall be called by the President at the written request of shareholders holding at least twenty percent (20%) in amount of shares of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meeting

Written notice of a special meeting of shareholders, stating the place, date and hour of the meeting, the purpose or purposes for which the meeting is called, and by or at whose direction it is being issued, shall be given personally or by mail to each shareholder entitled to vote thereat, not less than ten (10) nor more than fifty (50) days prior to the meeting.

Section 6. Quorum

Except as otherwise provided by law or by the Certificate of Incorporation or these By-Laws, the holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote thereat shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of the shareholders; provided, however, that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such class or series issued and outstanding and entitled to vote thereat shall constitute a quorum for the transaction of such specified item of business. If a quorum shall not be present at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, until a quorum shall be present. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Voting

(a) At any meeting of the shareholders every shareholder having the right to vote shall be entitled to vote in person or by proxy. Each shareholder shall have one (1) vote for each share of stock having voting power which is registered in his name on the books of the Corporation. Except where another date shall have been fixed as a record date for the determination of its shareholders entitled to vote, no share of stock shall be voted at any election of Directors which shall have been transferred on the books of the Corporation within twenty (20) days next preceding such election of Directors.

Section 7. Voting (continued)

(b) Except as otherwise provided by law or by the Certificate of Incorporation or these By-Laws, all elections of Directors shall be decided by a plurality of the votes cast, and all other matters shall be decided by a majority of the votes cast.

Section 8. Proxies

A proxy, to be valid, shall be executed in writing by the shareholder or by his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except in those cases where an irrevocable proxy is permitted by law.

Section 9. Written Consents

Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon.

ARTICLE IIIDIRECTORSSection 1. Board of Directors

Subject to any provision in the Certificate of Incorporation, the business of the Corporation shall be managed by its Board of Directors, each of whom shall be at least eighteen (18) years of age.

Section 2. Number; Tenure

(a) The number of Directors constituting the entire Board of Directors shall be fixed from time to time by resolution of the shareholders, but shall in no event be less than three (3), except that where all the shares of the Corporation are owned beneficially and of record by less than three (3) shareholders, the number of Directors may be less than three (3) but not less than the number of shareholders. The Board of Directors shall initially be composed of five (5) Director(s).

(b) Directors shall be elected at the annual meeting of the shareholders, except as provided in Section 3 of this Article III. Except as otherwise provided by the Certificate of Incorporation, each Director shall be elected to serve until the next annual meeting of shareholders and until his successor has been elected and qualified.

Section 3. Resignation; Removal

Any Director may resign at any time. Except as otherwise provided by law, the Board of Directors may, by majority vote of all Directors then in office, remove a Director for cause. Subject to applicable provisions of law, any or all of the Directors may be removed with or without cause by vote of the shareholders.

Section 4. Annual Cash Requirements

The Board of Directors shall, except as may be otherwise restricted by the Proprietary Lease of the Corporation, from time to time, determine the cash requirements as defined in the Corporation's proprietary leases, and fix the terms and manner of payment of rent under the Corporation's proprietary lease. The Board of Directors shall have discretionary power to prescribe the manner of maintaining and operating the building of the Corporation and to determine the cash requirements of the Corporation to be paid as aforesaid by the shareholder tenants under their respective proprietary leases. Every such determination by the Board of Directors shall be final and conclusive as to all shareholder tenants and any expenditures made by the Corporation's officers or its agent under the direction or with the approval of the Board of Directors of the Corporation shall, as against the shareholder-tenants, be deemed necessarily and properly made for such purpose.

Notwithstanding the foregoing, the Board of Directors shall not take any act which requires the expenditure by the Corporation of more than Five Thousand Dollars, without the consent, in writing or by vote, of any four (4) members of the Board.

Section 6. Executive Committee and Other Committees

The Board of Directors may by resolution appoint an Executive Committee, and such other committees as it may deem appropriate. Such committees shall have any may exercise such of the powers of the Board in the management of the business and affairs of the Corporation during the intervals between the meetings of the Board as may be determined by the authorizing resolution of the Board of Directors and so far as may be permitted by law, except that no committee shall have power to determine the cash requirements defined in the proprietary leases, or to fix the rent to be paid under the proprietary leases, or to vary the terms of payment thereof as fixed by the Board.

Section 7. Distributions

The shareholder-tenants shall not be entitled, either conditionally or unconditionally, except upon a complete or partial liquidation of the Corporation, to receive any distribution not out of earnings and profits of the Corporation.

Section 8. Vacancies

Except as otherwise provided by the Certificate of Incorporation, if any vacancies occur in the Board of Directors by reason of the death, resignation, retirement, disqualification or removal from office of any Director with cause, or if any new directorships are created, all of the Directors then in office, although less than a quorum, may, by majority vote, choose a successor or successors, or fill the newly created directorships, and the Directors so chosen shall hold office until the next annual meeting of the shareholders and until their successors shall be duly elected and qualified, unless sooner displaced; provided, however, that if in the event of any such vacancy, the Directors remaining in office shall be unable, by majority vote, to fill such vacancy within thirty (30) days of the occurrence thereof, the President or the Secretary may call a special meeting of the shareholders at which such vacancy shall be filled. In the event of any vacancy created by removal from office of any Director without cause, such special meeting of the shareholders shall be so called within thirty (30) days of the occurrence thereof, at which meeting such vacancy may be filled.

ARTICLE IVMEETINGS OF THE BOARDSection 1. Place

Except as otherwise provided by the Certificate of Incorporation, and subject to the provisions of Section 6 of this Article IV, the Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of New York as may be determined by the Board of Directors. Any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference, telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 2. Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 3. Special Meetings

Special meetings of the Board of Directors may be called by the Chairman of the Board, if any, or by the President on two (2) days' notice to each Director, either personally or by mail or by telegram; special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of one (1) Director.

Section 4. Quorum; Voting

At all meetings of the Board of Directors a majority of the entire Board shall be necessary to constitute a quorum for the transaction of business, and the vote of a majority of the Directors present at the time of the vote if a quorum is present shall be the act of the Board of Directors, except as may be otherwise specifically provided by law. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time until a quorum shall be present. Notice of any such adjournment shall be given to any Directors who were not present and, unless announced at the meeting, to the other Directors.

Section 5. Compensation

Directors, as such, shall not receive any stated salary for their services, but, by resolution of the Board of Directors, a fixed fee and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 6. Written Consents

Unless otherwise restricted by the Certificate of Incorporation, any action required to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing to the adoption of a resolution authorizing the action. The resolution and written consents thereto by the members of the Board of Directors shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE VNOTICESSection 1. Form; Delivery

Notices to Directors and shareholders shall be in writing and may be delivered personally or by mail or telegram. Notice by mail shall be deemed to be given at the time when deposited in the post office or a letter box, in a post-paid sealed wrapper, and addressed to Directors or shareholders at their addresses appearing on the records of the Corporation.

Section 2. Waiver

Whenever a notice is required to be given by any statute, the Certificate of Incorporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to such notice. In addition, any shareholder attending a meeting of shareholders in person or by proxy without protesting prior to the conclusion of the meeting the lack of notice thereof to him, and any Director attending a meeting of the Board of Directors without protesting prior to the meeting or at its commencement, such lack of notice shall be conclusively deemed to have waived notice of such meeting.

ARTICLE VIOFFICERSSection 1. Officers

The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers including a Chairman of the Board as may be determined by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary; provided, however, that if all of the issued and outstanding stock of the Corporation is owned by one (1) person, such person may hold all or any combination of offices.

Section 2. Authority and Duties

All officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these By-Laws, or, to the extent not so provided, by the Board of Directors.

Section 3. Term of Office; Removal

All officers shall be elected by the Board of Directors and each shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders, and until his successor has been elected or appointed and qualified.

Section 4. Compensation

The compensation of all officers of the Corporation shall be fixed by the Board of Directors, and the compensation of agents shall either be so fixed or shall be fixed by officers thereunto duly authorized.

Section 5. Vacancies

If an office becomes vacant for any reason, the Board of Directors shall fill the vacancy. Any officer so appointed or elected by the Board of Directors shall serve only until the unexpired term of his predecessor shall have expired unless re-elected by the Board of Directors.

Section 6. The President

The President shall be the Chief Executive Officer of the Corporation; in the absence of the Chairman of the Board, or if there be no Chairman, he shall preside at all meetings of the shareholders and Directors; he shall be ex-officio a member of all standing committees, shall have general and active management and control of the business and affairs of the Corporation, subject to the control of the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 7. The Vice-President

The Vice-President or, if there be more than one, the Vice-Presidents, in the order of their seniority or in any other order determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall generally assist the President and perform such other duties as the Board of Directors or the President shall prescribe.

Section 8. The Secretary

The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall act. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Treasurer or Assistant Secretary. He shall keep in safe custody the certificate books and shareholder records and such other books and records as the Board may direct and shall perform all other duties incident to the office of the Secretary.

Section 9. The Assistant Secretary

During the absence or disability of the Secretary, any Assistant Secretary, or if there be more than one, the one so designated by the Secretary or by the Board of Directors, shall have all the powers and functions of the Secretary.

Section 10. The Treasurer

The Treasurer shall have the care and custody of the corporate funds, and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation. The treasurer shall transmit to each shareholder-tenant an annual report of operations and balance sheet of the Corporation.

Section 11. The Assistant Treasurer

During the absence or disability of the Treasurer, any Assistant Treasurer, or if there be more than one, the one so designated by the Treasurer or by the Board of Directors, shall have all the powers and functions of the Treasurer.

Section 12. Bonds

In case the Board of Directors shall so require, any officer or agent of the Corporation shall give the Corporation a bond for such term, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

ARTICLE VIISHARE CERTIFICATESSection 1. Form; Signature

The certificates for shares of the Corporation shall be in such form as shall be determined by the Board of Directors and shall be numbered consecutively and entered in the books of the Corporation as they are issued. Each certificate shall exhibit the registered holder's name and the number and class of shares, and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors, if there be any, or the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and shall bear the seal of the Corporation or a facsimile thereof. Each certificate shall bear the legend at the end of these By-Laws.

Section 2. Lost Certificates

The Board of Directors may direct a new share certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

Section 3. Registration of Transfer

Upon surrender to the Corporation or any transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation or such transfer agent to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Registered Shareholders

Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or other distributions, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or legal claim to or interest in such share or shares on the part of any other person, whether or not it has actual or other notice thereof, except as otherwise provided by the laws of the State of New York.

Section 5. Record Date

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shares or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action affecting the interests of shareholders, the Board of Directors may fix, in advance, a record date. Such date shall not be more than fifty (50) nor less than ten (10) days before the date of any such meeting, nor more than fifty (50) days prior to any other action.

In each such case, except as otherwise provided by law, only such persons as shall be shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express such consent or dissent, or to receive payment of such dividend, or such allotment of rights, or otherwise to be recognized as shareholders for the related purpose, notwithstanding any registration of transfer of shares on the books of the Corporation after any such record date so fixed.

ARTICLE VIIIGENERAL PROVISIONSSection 1. Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 2. Dividends

No dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting ~~and may be paid in cash in property or in shares of the capital stock subject to the provisions of the Certificate of Incorporation and the laws~~ except upon a complete or partial liquidation of the Corporation.

Section 2. Dividends

Before payment of any dividend there shall be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time shall determine to be proper as a reserve fund for contingencies, or for equalizing dividends, or for repaying or maintaining any proportion of the Corporation, or for such other purposes as the Board of Directors shall deem advisable to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Checks

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. Seal

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal New York." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

ARTICLE IXAMENDMENTSSection 1. Adoption; Amendment; Repeal

By-Laws of the Corporation may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of any Directors. By-Laws of the Corporation may also be adopted, amended or repealed by the Board of Directors, but any By-Law adopted by the Board of Directors, may be amended or repealed by the shareholders entitled to vote thereon as herein provided.

Section 2. Amendments Affecting Election of Directors;Notice

If any By-Law regulating an impending election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of shareholders for the election of Directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made.

ARTICLE XProprietary LeasesSection 1. Form of Lease

The Board of Directors shall adopt a form of proprietary lease to be used by the Corporation for the leasing of all units in the building of the Corporation to be leased to shareholder-tenants under proprietary leases. Such proprietary leases shall be for the terms, with or without provisions for renewals, and shall contain such restrictions, limitations and provisions in respect to the assignment thereof, the subletting of the premises demised thereby and the sale and/or transfer of the shares of the Corporation appurtenant thereto, and such other terms, provisions, conditions and covenants as the Board of Directors may determine.

After a proprietary lease in the form so adopted by the Board of Directors shall have been executed and delivered by the Corporation, all proprietary leases (as distinct from the house rules) subsequently executed and delivered shall be in the same form, except with respect to the statement as to the number of shares owned by the lessee, the use of the premises and the date of the commencement of the term, unless any change or alteration is approved by lessees owning at least two-thirds in amount of the shares of the Corporation then issued and outstanding.

Section 2. Assignment

Proprietary leases shall be assigned or transferred only in compliance with, and shall never be assigned or transferred in violation of, the terms, conditions or provisions of such proprietary leases.

Section 3. Allocation of Shares

The Board of Directors shall allocate to each apartment or other space in the apartment building of the Corporation to be leased to shareholder-tenants under proprietary leases the number of shares of the Corporation which must be owned by the proprietary lessee of such apartment or other space.

Section 4. Assignment of Lease and Transfer of Shares

No assignment of any lease or transfer of the shares of the Corporation shall take effect as against the Corporation for any purpose until a proper assignment has been delivered to the Corporation; the assignee has assumed and agreed to perform and comply with all the covenants and conditions of the assigned lease or has entered into a new lease for the remainder of the term; all shares of the Corporation appurtenant to the lease have been transferred to the assignee; all sums due have been properly obtained. The action of the Board of Directors with respect to the written application for consent of a proposed assignment or subletting must be made within 30 days after receipt of said written application.

No person to whom the interest of a lessee or shareholder shall pass by law, shall be entitled to assign any lease, transfer any shares, or to sublet or occupy any apartment, except upon compliance with the requirements of the lease and these By-Laws.

Section 5. Fees on Assignment

The Board of Directors shall have authority before an assignment or sublet of a proprietary lease or reallocation of shares takes effect as against the Corporation as lessor, to fix a reasonable fee to cover actual expenses and attorneys' fees of the Corporation, a service fee of the Corporation and such other proposed assignment.

Section 6. Lost Proprietary Leases

In the event that any proprietary lease in full force and effect is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new proprietary lease in lieu thereof, in the same form and with the same terms, provisions, conditions and limitations. The Board may, in its discretion, before the issuance of any such new proprietary lease, require the owner thereof, or the legal representative of the owner, to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary, and to give the Corporation a bond in such reasonable sum as it directs, to indemnify the Corporation.

ARTICLE XI

Indemnification

Section 1.

To the extent allowed by law, the Corporation shall indemnify any person, made a party to an action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he, his testator or, intestate, is or was a director or officer of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which director or officer is adjudged to have breached his duty to the Corporation, as such duty is defined in Section 717 of the Business Corporation Law. To the extent allowed by law, the Corporation shall also indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Corporation to procure a judgment in its favor, whether Civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he served in any capacity at the request of the Corporation by reason of the fact, that he, his testator or intestate was a director or officer of the Corporation or served it in any

capacity against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted in good faith, for a purpose which he reasonably believed to be in the best interest of the Corporation, and in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

ADDENDUM

The following legend shall appear on each share certificate of the Corporation:

"The rights of any holder hereof are subject the provisions of the By-Laws of 160 Madison Avenue Owners Corporation, and to all the terms, covenants, conditions and provisions of a certain proprietary lease made between the person in whose name this certificate is issued, for a unit in the premises known as 160 Madison Avenue, New York, New York, which lease limits and restricts the title and rights of any transferee hereof. The shares represented by this certificate are transferable only as an entirety and only to an approved assignee of such proprietary lease. Copies of the form of proprietary lease and the By-Laws are on file and available for inspection at the office of Segal, Meltzer & Friedlander, 225 Broadway, New York, New York. The directors of this Corporation may refuse to consent to the transfer of the shares represented by this certificate until any indebtedness of the shareholder to the Corporation is paid. The corporation, by the terms of said By-Laws and proprietary lease, has a first lien on the shares represented by this certificate for all sums due and to become due under said proprietary lease."

3/7/2008

SPACE	TENANT NAME	Tenant Since	LEASE START	LEASE END	RENT PER MONTH	Passthru	TOTAL PER MONTH	SQUARE FEET	COMMENT
1st Floor and Basement	S&L Photo	1990	7/27/2007	10/27/2007	\$0	\$0	\$0	4200	
2nd Floor	The Korean Sophmyung	1998	8/1/2007	7/31/2012	\$5,416	\$0	\$5,416	2500	SIGNED
3rd Floor	Veratex, Inc.*	1983	6/1/2007	5/31/2012	\$6,500	\$0	\$6,500	2500	SIGNED
4th Floor	Emerging Med	2003	5/1/2007	5/31/2012	\$5,416	\$0	\$5,416	2500	SIGNED
5th Floor	Thomas Bourcy	1999	7/15/1999	5/31/2009	\$4,221	\$271	\$4,492	2500	SIGNED
6th Floor	Tripology**	2006	3/1/2006	4/10/2010	\$8,125	\$0	\$8,125	2500	1 YEAR LEFT
7th Floor	Veratex, Inc.	1983	6/1/2007	5/31/2012	\$6,500	\$0	\$6,500	2500	SIGNED
Actual & Projected Monthly					\$36,178	\$271	\$36,449	19200	
Actual & Projected Annual					\$434,131.92	\$3,252.00	\$437,383.92		

* Veratex, Inc is not occupying 3rd floor but it has subtenants.

** Tripology is a new tenant and the monthly rent is \$8,125.00 for the first year and \$8,450.00 for the remainder of the lease.

4-18-08

This is true and correct!

Claude Jones, President, 160 MAOC

For More Info Please Contact: Joe Berko or Nesli Erdogan 212-687-0777
jberko@berkoassociates.com or nerdogan@berkoassociates.c

Information contained herein is from sources deemed reliable but is subject to errors, omissions, change of price or terms, and withdrawal without prior notice at any time.



NOTICE OF NEGATIVE INFORMATION

Federal law requires Intervest National Bank to provide the following notice to customers before any Negative information may be furnished to a nationwide consumer reporting agency. Negative information means information concerning delinquencies, late payments, insolvency or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers who have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

Intervest National Bank may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

The undersigned Borrower acknowledges receipt of the above notice.

Date: April 25, 2008

BORROWER:

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President



Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above 160 Madison Avenue Owners Corp.	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) 160 Madison Avenue	Requester's name and address (optional)
	City, state, and ZIP code New York, New York 10016	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


Social security number								
or								
Employer identification number								
1	3	3	1	8	9	6	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person 	Date ▶ April 25, 2008
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,





S.J. CARROLL JR., INC.

Researching the Records of NYC Agencies

Quality & Service
for over **30** *years*

FLOOD ZONE SEARCH

COMPANY: NEW YORK TITLE RESEARCH

DATE : 04/03/2008

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

BLOCK: 862

LOT: 20

SJC REF: 380623

A FLOOD ZONE SEARCH HAS BEEN CONDUCTED ON THE ABOVE PROPERTY AND
THE FOLLOWING INFORMATION HAS BEEN FOUND.

THIS PROPERTY IS LOCATED:

IN A FLOOD ZONE AREA.

XXX

NOT IN A FLOOD ZONE AREA.

THIS PROPERTY IS:

XXX

ENTITLED TO FLOOD INSURANCE.

IS NOT ENTITLED TO FLOOD INSURANCE.

PLEASE SEE ATTACHED FOR FURTHER INFORMATION.

THE ABOVE REPORT IS PROVIDED FOR INFORMATION PURPOSES ONLY.
NO LIABILITY IS ASSUMED HEREUNDER.

Page 1 of 1

Loan Number:

Order Number: FL08-095-1155

Determination Date: 04-APR-2008

NOTICE IS GIVEN TO:

The Flood Disaster Protection Act of 1973, as amended, requires that Federally regulated lending institutions shall not make, increase, extend, or renew any loan secured by improved real estate, or a mobile home located or to be located, in an area that has been identified by the Director of the Federal Emergency Management Agency (FEMA) as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, through the National Flood Insurance Program (NFIP), unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in an amount at least equal to the outstanding principal balance of the loan or the maximum limit of coverage made available under the Act with respect to the particular type of property, whichever is less.

NOTICE TO BORROWER ABOUT SPECIAL FLOOD HAZARD AREA STATUS☐ Notice of Property in Special Flood Hazard Area (SFHA)

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Director of FEMA as an SFHA using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: QUEENS BOROUGH

This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a SFHA is 26 percent (26%). Federal law allows a lender and borrower jointly to request the Director of FEMA to review the determination of whether the property securing the loan is located in an SFHA. If you would like to make such a request, please contact us for further information.

☒ Notice of Property Not in Special Flood Hazard Area (SFHA)

The building or mobile home described in the attached instrument is not currently located in an area designated by the Director of FEMA as a SFHA. NFIP flood insurance is not required, but may be available. If, during the term of this loan, the subject property is identified as being in a SFHA, as designated by FEMA, you may be required to purchase and maintain flood insurance at your expense.

NOTICE TO BORROWER ABOUT FEDERAL FLOOD DISASTER ASSISTANCE☒ Notice in Participating Communities

The community in which the property securing the loan is located participates in the NFIP. The Flood Disaster Protection Act of 1973, as amended, mandates federally insured or regulated lenders to require the purchase of flood insurance on all buildings being financed that are located in SFHAs of communities participating in the NFIP. The flood insurance must be maintained for the term of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance at your expense.

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP.

At a minimum, flood insurance purchased must cover the lesser of

- (1) the outstanding principal balance of the loan; or
- (2) the maximum amount of coverage allowed for the type of property under the NFIP.

Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located.

Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

☐ Notice in Nonparticipating Communities

Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the nonparticipating community has been identified for at least one year as containing an SFHA, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.

Borrower's Signature

Date

Borrower's Signature

Date

Lending Institution

Date

Lending Institution Authorized Signature

Date

NOTICE IS GIVEN TO:

Loan Number:

Order Number:

The Flood Disaster Protection Act of 1973, as amended, requires that Federally regulated lending institutions shall not make, increase, extend, or renew any loan secured by improved real estate, or a mobile home located or to be located, in an area that has been identified by the Director of the Federal Emergency Management Agency (FEMA) as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, through the National Flood Insurance Program (NFIP), unless the building or mobile home and any personal property securing such loan is covered for the term of the loan by flood insurance in an amount at least equal to the outstanding principal balance of the loan or the maximum limit of coverage made available under the Act with respect to the particular type of property, whichever is less.

NOTICE TO BORROWER ABOUT SPECIAL FLOOD HAZARD AREA STATUS☐ **Notice of Property in Special Flood Hazard Area (SFHA)**

The building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Director of FEMA as an SFHA using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: NEW YORK, CITY OF.

This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a SFHA is 26 percent (26%). Federal law allows a lender and borrower jointly to request the Director of FEMA to review the determination of whether the property securing the loan is located in an SFHA. If you would like to make such a request, please contact us for further information.

☒ **Notice of Property Not in Special Flood Hazard Area (SFHA)**

The building or mobile home described in the attached instrument is not currently located in an area designated by the Director of FEMA as a SFHA. NFIP flood insurance is not required, but may be available. If, during the term of this loan, the subject property is identified as being in a SFHA, as designated by FEMA, you may be required to purchase and maintain flood insurance at your expense.

NOTICE TO BORROWER ABOUT FEDERAL FLOOD DISASTER ASSISTANCE☒ **Notice in Participating Communities**

The community in which the property securing the loan is located participates in the NFIP. The Flood Disaster Protection Act of 1973, as amended, mandates federally insured or regulated lenders to require the purchase of flood insurance on all buildings being financed that are located in SFHAs of communities participating in the NFIP. The flood insurance must be maintained for the term of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance at your expense.

* Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP.

* At a minimum, flood insurance purchased must cover the lesser of:

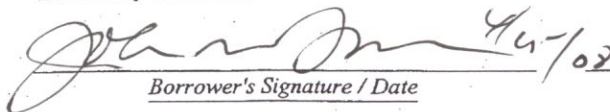
- (1) the outstanding principal balance of the loan; or
- (2) the maximum amount of coverage allowed for the type of property under the NFIP.

Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located.

* Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

☐ **Notice in Nonparticipating Communities**

Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the nonparticipating community has been identified for at least one year as containing an SFHA, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.


Borrower's Signature / Date

Co-Borrower's Signature / Date

Lending Institution

Lending Institution Authorized Signature / Date



**160 Madison Avenue Owners Corp.
160 Madison Avenue
New York, New York 10016**

April 25, 2008

Intervest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

Re: **First Mortgage Loan
\$1,700,000.00
160 Madison Avenue
New York, New York**

Gentlemen:

In connection with the closing of the above mortgage loan today, we request that the Mortgage Loan proceeds of \$1,700,000.00 be disbursed as follows:

Intervest National Bank - Initial Escrow Deposits	\$ 47,352.26
Intervest National Bank - Mortgage Interest from April 25, 2008 to April 30, 2008 at 6.125% per annum (6 days x \$289.24 per day)	1,735.44
Intervest National Bank - Credit Report	175.00
Intervest National Bank - Inspection Fee (\$750.00 paid prior to Closing)	0.00
Intervest National Bank - Balance of Loan Proceeds Discount (\$8,500.00 paid prior to Closing)	0.00
Intervest National Bank - Photographs	50.00
Intervest National Bank - OFAC Searches (4)	100.00
Flood Zone Certification - paid directly to Title Company	0.00
Intervest National Bank - Annual Service Charge	350.00
Intervest National Bank - Tax Service	310.00
Withers Engelke & Associates, Inc. - Appraisal Fee (\$3,500.00 paid by application of a portion of the Costs Deposit)	0.00
Singer Environmental Group Ltd. - Environmental Report (\$1,000.00	0.00

paid by application of a portion of the Costs Deposit)

Linett Schechter Reicher & Ofsevit, LLP (portion of legal fee -- \$2,500.00)	0.00
Butzel Long – Legal Fee for Loan Balance of (\$5,500.00 paid prior to Closing)	0.00
Butzel Long – Legal Fee for Lease Estoppels Review	300.00
Butzel Long - Disbursements	375.00
Berko & Associates, LLC – Mortgagor's Brokerage Commission	17,000.00
New York Title - Mortgagor's Title Charges	55,550.00
Tom Jermyn-Title Closer	200.00
Balance of Loan Proceeds to 160 Madison Avenue Owners Corp.	<u>1,576,502.30</u>
Total Loan Proceeds:	\$ 1,700,000.00

Very truly yours,

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President



BORROWER'S INFORMATION FORM

Property Address: 160 Madison Avenue

Lender: Intervest National Bank

Owner's Name: 160 Madison Avenue Owners Corp.

Address: 160 Madison Avenue, New York, New York 10016

Contact Person: Claude Simon

Telephone #: 336-449-4321

Cell Phone #: 912-441-0062

Fax #: 336-447-4184

TIN/SSN: 13-3189657

Person to whom correspondence is to be directed if different from above:

Name: Claude Simon, Title: President

Address for correspondence, notices, etc., if different from above:

1204 Springwood Avenue

Girsonville, NC 27249

Attn: Claude Simon

Tel: 336-449-4321

Fax: 336-447-4184



**160 Madison Avenue Owners Corp.
160 Madison Avenue
New York, New York 10016**

April 25, 2008

Interwest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

Re: Loan of \$1,700,000.00 to 160 Madison Avenue Owners Corp. ("Borrower")

Gentlemen:

The undersigned warrants that it had no dealings with any broker or agent in connection with the placing of the captioned loan extended to us other than Berko & Associates, LLC and the undersigned covenants to pay, hold you harmless and indemnify you from and against any and all cost, expense or liability (including reasonable attorneys' fees) for any compensation, commission and charges claimed by any broker or agent with respect to the captioned transaction or the negotiations thereof.

The undersigned further warrants that, at this time, it is not represented in this or any other matter by your attorneys, Butzel Long.

Very truly yours,

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President



CLOSING CERTIFICATE

In order to induce Intervest National Bank (the "Lender") to make a \$1,700,000.00 mortgage loan (the "Loan") to 160 Madison Avenue Owners Corp. (the "Borrower"), a New York Corporation, secured by a mortgage on premises 160 Madison Avenue, New York, New York (the "Premises"), the Borrower hereby represents and warrants to, and covenants with, the Lender as follows:

1. Since the date of Borrower's application there has not been any material and adverse change in any of the following:

- (a) the actual or projected income or expenses of the Premises;
- (b) any of the occupancy leases of the Premises;
- (c) the physical condition of the Premises;
- (d) the financial condition of the Borrower;
- (e) the financial condition of Claude Simon, the guarantor (the "Guarantor"); or
- (f) any other aspect of the transaction set forth in the Borrower's application for the Loan.

2. (a) There has not been commenced by or against the Borrower the Guarantor, or any other Principal (as defined in the Commitment Letter dated March 11, 2008, as amended by Letter dated April 15, 2008 issued by Lender for the Loan) of the Borrower, nor any entity directly or indirectly controlled by the Borrower, any Guarantor or any such Principal or in which the Borrower, the Guarantor or any such Principal owns a beneficial interest (singly or collectively a "Principal Entity") a case under the United States Bankruptcy Code nor has there been filed a petition seeking similar relief under any other applicable state or federal law relating to bankruptcy, insolvency, reorganization, or relief of debtors, nor is the Borrower, the Guarantor, any such Principal or any Principal Entity presently engaged in litigation (including any manner of alternate dispute resolution) other than as a defendant in court instituted litigation where the claim at issue is wholly covered by insurance.

(b) A receiver or trustee has not been appointed for the Borrower the Guarantor, any Principal or any Principal Entity;

(c) None of the Borrower, the Guarantor, any Principal or any Principal Entity, has made an assignment for the benefit of creditors.

3. All financial statements of the Borrower and the Guarantor heretofore delivered to the Lender in connection with the Loan are true and correct in all respects and do not fail to state any material facts.

4. There are no actions, suits, investigations or administrative proceedings of or before any court, arbitrator or governmental authority, pending or threatened against the Borrower, the Guarantor, any Principal or any Principal Entity, or any of their respective properties or assets which (a) either in any case or in the aggregate, if adversely determined, would materially and adversely

affect the business, operations or condition, financial or otherwise, of the Borrower, the Guarantor, any Principal or any Principal Entity; or (b) question the validity of any of the documents or agreements executed and delivered by the Borrower in connection with the Loan (the "Loan Documents"), the guaranty thereof by the Guarantor or any action to be taken in connection with the transactions contemplated thereby.

5. The execution, delivery and performance by the Borrower of the Loan Documents and by the Guarantor of his guaranty thereof, do not and will not (a) violate any order, decree or judgment; (b) violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any shareholder agreement, stock preference agreement, mortgage, indenture or contract to which the Borrower or the Guarantor is a party, or by which either of them or any of their respective properties are bound or affected; or (c) result in the creation or imposition of either lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Borrower or the Guarantor except as contemplated by the Loan Documents.

6. Neither the Borrower nor the Guarantor, nor any Principal or Principal Entity is in default with respect to any order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or authority, domestic or foreign, or in violation of any law, statute or regulation, domestic or foreign, to which either of them is, or any of their respective properties are, subject except for such defaults or violations which, in the aggregate, will not have a material, adverse effect on the business, operations or condition, financial or otherwise, of the Borrower, the Guarantor, any Principal or any Principal Entity.

7. (a) The improvements on the Premises (the "Improvements") and the present use thereof do not violate (i) any restrictive covenants or other agreements applicable thereto, or (ii) any federal, state or municipal laws, regulations or requirements (including, without limitation, any zoning, building, housing, subdivision or environmental laws, regulations or requirements), and (b) the Borrower has not received nor is the Borrower aware of any notice of the violation of the same, except as set forth on Exhibit A annexed hereto ("Existing Violations").

8. The Borrower shall cause the conditions giving rise to the Existing Violations to be remedied within one hundred eighty (180) days from the date hereof and shall, thereafter, proceed with due diligence to have the same removed of record.

9. All required certificates of occupancy for the use, occupancy and operation of the Improvements have been issued and are in full force and effect and the Borrower is not aware of any pending action or proceeding to revoke or modify the same.

10. No part of the Improvements has been damaged (by fire or otherwise) and not repaired, nor taken in condemnation or in any other like proceeding, nor is any condemnation or like proceeding pending with respect to the Premises.

11. Annexed hereto as Exhibit B is the rent roll ("Rent Roll") of the Premises which is true, complete and correct and which accurately sets forth with respect to each lease of the Premises in effect on the date hereof (individually, a "Lease" and collectively, the "Leases"), the name of the tenant, the term of the Lease (including any renewal options) and the rent payable thereunder.

12. The Borrower has satisfied all commitments, arrangements, and understandings made to induce the tenants under the Leases to enter into their respective Leases and the Borrower is not in

any respect in default in the performance of any of the terms or provisions of the Leases, nor is there any fact or condition which, with notice or lapse of time or both, would become such a default. The tenants under the Leases are not in any respect in default under any of the terms or provisions of their respective Leases nor is there any fact or condition which, with notice or lapse of time or both, would become such a default. There are no offsets or credits against any of the rentals payable under the Leases and none of the tenants under the Leases has made any payment to the Borrower as a security deposit or advance or prepaid rental except payments expressly provided for in their respective Leases and payments made not earlier than ten days prior to the date on which such payments are due. Except as expressly provided in the Leases, the tenants thereunder (a) do not have any right to renew or extend the term of their respective Leases, (b) do not have any option or preferential right to purchase all or any part of the Premises, and (c) do not have any right, title or interest in respect to the Premises other than as tenants under the Leases. There are no understandings, contracts, agreements or commitments of any kind whatsoever in respect to any of the Leases or the premises covered thereby except as expressly provided for in the Leases. Each of the tenants under the Leases is in possession under a separate lease which is in full force and effect. The rentals being collected under the Leases are not less than the amounts set forth on the Rent Roll and do not exceed the maximum permitted rentals under any applicable rent control or stabilization laws. The Leases are, by their terms, subject and subordinate to Lender's mortgage encumbering the Premises and to any extensions, renewals or modifications thereof.

This Closing Certificate is made in order to induce the Lender to make the Loan, the Borrower acknowledging that any material misstatement herein shall constitute a default under the Loan pursuant to Paragraph 16(a) (xii) of the Mortgage and Assignment of Leases and Rents and Security Agreement encumbering the Premises, bearing even date herewith, between the Borrower and the Lender.

160 Madison Avenue Owners Corp.

By: 
John M. Simon, Vice President

Dated: April 25, 2008

EXHIBIT A
VIOLATIONS

[See Following]

**S.J. CARROLL JR., INC.****Researching the Records of NYC Agencies**Quality & Service
for over **30** years**HOUSING & BUILDING SEARCH**

COMPANY: NEW YORK TITLE RESEARCH

DATE : 03/21/2008

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

SJC REF: 379305

A SEARCH OF THE RECORDS OF THE DEPARTMENT OF BUILDINGS, AND THE RENT AND HOUSING MAINTENANCE DEPARTMENT OF THE CITY OF NEW YORK WAS MADE ON THE ABOVE DATE. THE FOLLOWING VIOLATIONS WERE REPORTED PENDING. THIS DATA IS AS OF 12/07/07.

BUILDING DEPARTMENT: VIOLATIONS ATTACHED- PAGES (3)

V 08/16/1985 ELL1081SS01798 *
V 04/03/1986 E1370132 (ELEVATOR) **
V 02/02/1988 E119684 (ELEVATOR) **
V 11/04/2002 E9011/163369 (ELEVATOR) **
V 12/31/1996 CMTF2R1 (CONSTRUCTION) **
V 12/31/1996 2MTF1R1 (CONSTRUCTION) **
V 09/19/2005 E94441141137 (ELEVATOR) **
V 02/25/2008 E944423947 (ELEVATOR) **

* (THE VIOLATION IS EXPLAINED ON THE ATTACHED SAMPLE COPY).
** (A COPY OF THIS VIOLATION IS NOT AVAILABLE)

RENT & HOUSING MAINTENANCE: NO VIOLATIONS

CLASSIFICATION

MULTIPLE DWELLING:

NOT A MULTIPLE DWELLING: XXX

IMPORTANT NOTICE ABOUT SEARCH INFORMATION
S.J. CARROLL JR., INC. DOES HEREBY STATE THAT THE RECORDS OF THE ABOVE CITY AGENCY WAS EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE
ABSTRACT OF THE INFORMATION CONTAINED THEREIN ON THE ABOVE NOTED DATE. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER.

Page 1 of 1

388 Atlantic Avenue, Brooklyn, New York 11217 • 718-852-0051 • 212-727-0709 • Fax 718-852-0533 • www.sjcarroll.com

N.Y.C. DEPARTMENT OF BUILDINGS
ELEVATOR DIVISIONFIRST-CLASS MAIL
U.S. POSTAL PAID
NEW YORK, N.Y.
PERMIT NO. 2391

SAMPLE COPY VSS

SECTION C-26-1802.2 AND C-26-1802.4 OF THE NYC ADMINISTRATIVE CODE
HAVE BEEN VIOLATED.
CONDITION REPORTED: A REVIEW OF THE ELEVATOR DIVISION
OF THE DEPARTMENT OF BUILDINGS INDICATES THAT THE FOLLOWING HAS NOT BEEN
PERFORMED FOR THE PREMISES AT

THE ONE (1) REQUIRED PERIODIC INSPECTION PER ELEVATOR BY THE OWNER TO
BE PERFORMED BETWEEN JAN 1 AND SEPT 15.
REMEDY: THE OWNER SHALL ARRANGE TO HAVE REQUIRED INSPECTIONS/TESTS MADE
BY AN INSPECTION AGENCY QUALIFIED BY THIS DEPT. AN INSPECTION/TEST RESULT
REPORT MUST BE FILED WITH THIS DEPT. IN CONFORMANCE WITH NYC DEPARTMENT OF
BUILDINGS REGULATIONS.

NOTE: ALL INQUIRIES AND REFERENCE TO THIS VIOLATION SHOULD BE
DIRECTED TO THE ELEVATOR VIOLATION DIVISION.
*****BRIBERY IS A CRIME PUNISHABLE BY IMPRISONMENT AND/OR FINE*****
VIOLATION NO. ISSUED TO OWNER/AUTHORIZED AGENT.

BOROUGH SUPERINTENDENT
COMMISSIONER DEPT. OF BUILDINGST.
O.

NOTICE OF VIOLATION.

**DEPARTMENT OF
BUILDINGS****Notice of Violation****LOCAL LAW ENFORCEMENT UNIT**
280 Broadway - 4th Floor
New York, New York 10007Owner:
Address:

Location:

Block:

BIN #:

Violation #:

(Sample Copy)

A review of our records indicates that you are in violation of ADMINISTRATIVE CODE SECTION 27-129 for failing to submit a written report as to the result of a critical examination of the exterior walls and appurtenances thereof for the above referenced location as required by **LOCAL LAW 11 OF 1998** and **RULE 32-03** of the Buildings Department rules relating to the periodic inspection of exterior walls.

You are hereby directed to remove this violation by submitting a Local Law 11 of 98 Report immediately to the Local Law Enforcement Unit and pay the outstanding late filing fees at the above address.

Pursuant to SECTION 26-248 (a) and (d) and/or SECTION 26-122 of the ADMINISTRATIVE CODE, if you fail to comply with this order, you may be found guilty of an offense punishable by fines, imprisonment, or both.

If you have any questions, please call the Local Law Enforcement Unit at 212-566-5120 or 5123


Patricia J. Lancaster, A.I.A.
Commissioner

DOB Violation Display

Page 1 of 1

☒ [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

DOB Violation Display

Premises: 160 MADISON AVENUE MANHATTAN

BIN: 1017014 Block: 862 Lot: 20

Issue Date: 11/30/2007

Violation Type: LL1198 - LOCAL LAW 11-1998 (FACADE)

Violation Category: V - DOB VIOLATION - ACTIVE

Violation Number: NRF42787

Device No.: 602457

ECB No.:

Infraction Codes:

Disposition:

Code:

Date:

Inspector:

Comments:

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

1842712

FIRE DEPARTMENT * CITY OF NEW YORK
BUREAU OF REVENUE MANAGEMENT
9 METROTECH CENTER
BROOKLYN, N.Y. 11201-3857

REPORT AND RECORD SEARCH REQUEST

VIA: S.J. CARROLL JR., INC.
388 ATLANTIC AVENUE, SUITE #2
BROOKLYN, N.Y. 11217

SEARCH #

CHECKED BY

COMPANY: NEW YORK TITLE RESEARCH

DATE : 03/21/2008

TITLE #: NYT11289

COUNTY: MANHATTAN

SJC REF: 379305

BUILDING CLASS: L8

The undersigned requests the following information:

PREMISES : 160 MADISON AVENUE

- ☒ 1. Record of existing Fire Department Violations FEE:\$10.00
☐ 2. Record of Permit for FEE:\$10.00
☐ 3. Other FEE:\$10.00

TOTAL FEE: \$10.00

State applicant's interest in or relation to premise: TITLE INSURANCE

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M on
our records show the following:

SEARCHED BY: S.A.
Chief of Fire Prevention

MAR 18 2008

NO VIOLATIONS
Bureau of Fire Prevention
Fire Dept. City of N.Y.

VIOLATIONS RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN THE HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION, AND MAY NOT
INCLUDE VIOLATIONS ISSUED BY LOCAL OFFICES.

**S.J. CARROLL JR., INC.***Researching the Records of NYC Agencies**Quality & Service*
for over **25** *years***EMERGENCY REPAIR SEARCH**

COMPANY: NEW YORK TITLE RESEARCH

DATE : 03/21/2008

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

SJC REF: 379305

DATE OF LAST PRINTED LIEN BOOK: 12/28/2007

RECOUPMENT UNIT:

*TOTAL MONEY DUE: 0.00

WORK IN PROGRESS:

XXXNO EMERGENCY REPAIRS HAVE BEEN GIVEN OUT SUBSEQUENT
TO THE LAST LIEN BOOK.THE ATTACHED EMERGENCY REPAIRS HAVE BEEN GIVEN OUT
AT THE ABOVE ADDRESS.

*NOTE: THE DEPARTMENT OF HPD HAS ADVISED US THAT CERTAIN RECORDS OF THEIR OFFICE
MAY BE INACCURATE. A PAYOFF LETTER MUST BE OBTAINED ON ALL PROPERTIES WHERE THERE
IS MONEY OWED TO THE RECOUPMENT UNIT. HPD HAS CONFIRMED THAT PROPERTIES THAT
REFLECT A ZERO BALANCE ARE ACCURATE AND THAT A PAYOFF LETTER IS NOT REQUIRED.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION

S.J. CARROLL JR. INC. DOES HEREBY STATE THAT THE RECORDS OF THE ABOVE CITY AGENCY WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE
ABSTRACT OF THE INFORMATION CONTAINED THEREIN ON THE ABOVE NOTED DATE. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER.

Page 1 of 1

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TOTAL P.15

**S.J. CARROLL JR., INC.***Researching the Records of NYC Agencies**Quality & Service**25*
*years***STREET REPORT SEARCH**

COMPANY: NEW YORK TITLE RESEARCH

DATE : 03/21/2008

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

BLOCK: 862

LOT: 20

SJC REF: 379305

FRONT STREET: MADISON AVENUE

WIDTH: MAPPED AT 80' BY THE CITY OF NEW YORK

DEDICATED: LEGALLY OPENED 03/18/1870

OTHER INFO:

CROSS STREET: EAST 32 STREET

WIDTH: MAPPED AT 60' BY THE CITY OF NEW YORK

DEDICATED: LEGALLY OPENED 05/18/1926

OTHER INFO:

CROSS STREET:

WIDTH:

DEDICATED:

OTHER INFO:

IMPORTANT NOTICE ABOUT SEARCH INFORMATION

S.J. CARROLL JR. INC. DOES HEREBY STATE THAT THE RECORDS OF THE ABOVE CITY AGENCY WAS EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED THEREIN ON THE ABOVE NOTED DATE. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER.

Page 1 of 1

EXHIBIT B

RENT ROLLS

[See Following]

3/7/2008

SPACE	TENANT NAME	Tenant Since	LEASE START	LEASE END	RENT PER MONTH	Pass thru	TOTAL PER MONTH	SQUARE FEET	COMMENT
1st Floor and Basement	S&L Photo	1990	7/27/2007	10/27/2007	\$0	\$0	\$0 \$4200	4200	
2nd Floor	The Korean Shmyung	1998	8/1/2007	7/31/2012	\$5,416	\$0	\$5,416	2500	SIGNED
3rd Floor	Veratex, Inc.*	1983	6/1/2007	5/31/2012	\$6,500	\$0	\$6,500	2500	SIGNED
4th Floor	Emerging Med	2003	5/1/2007	5/31/2012	\$5,416	\$0	\$5,416	2500	SIGNED
5th Floor	Thomas Bouregy	1999	7/15/1999	5/31/2009	\$4,221	\$271	\$4,492	2500	SIGNED 2 years
6th Floor	Tripology**	2006	3/1/2006	4/10/2010	\$8,125	\$0	\$8,125	2500	1 YEAR LEFT
7th Floor	Veratex, Inc.	1983	6/1/2007	5/31/2012	\$6,500	\$0	\$6,500	2500	SIGNED
Actual & Projected Monthly					\$36,178	\$271	\$36,449	19200	
Actual & Projected Annual					\$434,131.92	\$3,252.00	\$437,383.92		

* Veratex, Inc is not occupying 3rd floor but it has subtenants.

** Tripology is a new tenant and the monthly rent is \$8,125.00 for the first year and \$8,450.00 for the remainder of the lease.

4-18-08

This is true and correct!

Claude Simons, President, 160 MAOC.

For More Info Please Contact: Joe Berko or Nesli Erdogan 212-687-0777
jberko@berkoassociates.com or nerdogan@berkoassociates.c

Information contained herein is from sources deemed reliable but is subject to errors, omissions, change of price or terms, and withdrawal without prior notice at any time.

Lustgarten Associates, Inc.
Brokers and Consultants

166 Madison Avenue, 4th Fl.
New York, NY 10016
Phone: (212) 683-2440
Fax: (212) 447-7265

Tobin Guy Lustgarten, CEO
Michelle Robles-Colon, VP Operations
Bernie Robles, Administrative Assistant
Melissa Monroy, Assistant

April 24, 2008

Intervest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

RE: 160 Madison Avenue
New York, New York

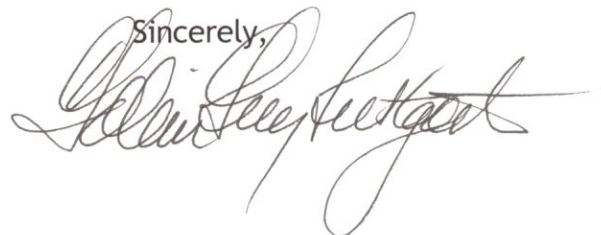
To whom it may concern:

The following are all of the insuring companies for the above referenced property, types of insurance, annual premiums and the full Best's Rating for each: every thing with you.

<u>Insurance Company</u>	<u>Type of Insurance</u>	<u>Annual Premium</u>	<u>Best's Assigned Rating</u>
Hanover Ins. Co.	Businessowners Ins.	9,500.88	A-

Each premium has been paid in full by the above reference insurance broker to each of the respective insurance companies listed above and no premium is being paid in installments.

Sincerely,





EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/24/2008

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Lustgarten Associates Inc 166 Madison Ave 4th fl New York, New York 10016	PHONE (A/C, No, Ext): 2126832440	COMPANY HANOVER INSURANCE COMPANY
FAX (A/C, No): 2124477265	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED 160 MADISON AVENUE OWNERS CORP. 160 MADISON AVENUE NEW YORK, NY 10016	LOAN NUMBER	POLICY NUMBER OBY-0884527-00
	EFFECTIVE DATE 09/13/07	EXPIRATION DATE 09/13/08
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

160 MADISON AVENUE, NEW YORK, NY 10016

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

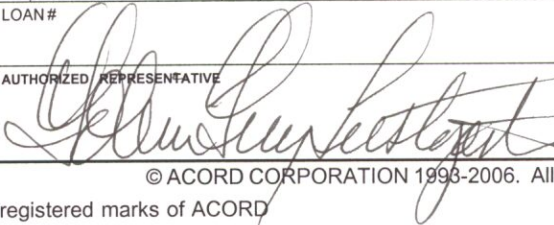
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDING LIMIT SPECIAL FORM AGREED AMT 100% REPLACEMENT COST NO CO-INSURANCE	5,870,797	2,500
BUSINESS INCOME ACTUAL BUSINESS LOSS SUSTAINED NOT EXCEEDING 12 CONSECUTIVE MONTHS 100% SPECIAL FORM REP-COST		
EQUIPMENT BREAKDOWN/ BOILER AND MACHINERY SPECIAL FORM REPLACEMENT COST		
AGREED AMT NO CO-INSURANCE	5,870,797	2,500

REMARKS (Including Special Conditions)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS INTERVEST NATIONAL BANK ITS SUCCESSORS AND/OR ASSIGNS ONE ROCKEFELLER PLAZA, SUITE 400 NEW YORK, NY 10020-2002	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

ACORD 27 (2006/07)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2008

PRODUCER

Lustgarten Associates Inc
166 Madison Ave 4th fl
New York, New York 10016
2126832440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

160 MADISON AVENUE OWNERS CORP.

160 MADISON AVENUE
NEW YORK, NY 10016

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: HANOVER INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	OBY0884527-00	9/13/07	9/13/08	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ -----
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ -----
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				
		ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		SCHEDULED AUTOS				
		HIRED AUTOS				BODILY INJURY (Per accident) \$
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	UHY089267100	9/13/07	9/13/08	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 1,000,000
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR

CERTIFICATE HOLDER

INTERVEST NATIONAL BANK
ITS SUCCESSORS AND/OR ASSIGNS
ONE ROCKEFELLER PLAZA, SUITE 400
NEW YORK, NY 10020-2002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

2007 BEST'S KEY RATING GUIDE — PROPERTY/CASUALTY EDITION

ANNUAL STATEMENT DATA FOR YEARS 2002 – 2006

U.S. Companies — Data in U.S. Dollars

ANNUAL STATEMENT — Data in U.S. Dollars																			
COMPANY NAME Rating Unit Name Group Affiliation Principal Officer Mailing Address Dom : Begin Bus : Struct : Mktg. Specialty Phone #		Best's Rating	Balance Sheet										Operations						
			Cash & Short-Term Invest (%)	Stocks and Bonds (%)	All Other Assets (%)	Total Assets (\$000)	Loss Res (%)	Un- earned Prem (%)	All Other Liab (%)	Total Liabilities (\$000)	Policy- holders' Surplus (\$000)	Direct Premiums Written (\$000)	Net Premiums Written (\$000)	Bus Net Ret (%)	Net Under- writing Income (\$000)	Net Investment Income (\$000)	Pretax Operating Income (\$000)	Net Income (\$000)	
AMB #	NAIC #	FSC	Date Year																
CITIZENS INSURANCE COMPANY Citizens Insurance Company Citizens Financial Corporation John D. Cornett President 12910 Shelbyville Road Louisville, KY 40243 KY: 1957 : Stock : Agency Inactive 502-244-2420 AMB # 00544 NAIC # 11865		NR-3	'02	01	98.4	1.4	3,829			100.0	45	3,784			-66	161	95	83	
			'03	02	98.7	1.2	3,852			100.0	74	3,778			-56	138	82	56	
			'04	22	97.0	0.9	2,745			100.0	85	2,660			-64	133	69	56	
			'05	4.3	94.7	0.9	2,442			100.0	10	2,432			-51	88	38	22	
			'06	13.1	86.0	0.9	2,521			100.0	19	2,502			-65	95	30	20	
Rating History: NR-3, 06/14/07; NR-3, 06/09/06; NR-3, 04/22/05; NR-3, 04/13/04; NR-3, 04/25/03																			
CITIZENS INS CO OF AMERICA Citizens Insurance Group and Cas Cos Citizens Insurance Group and Cas Cos Martha Zuraitis President 1415 West 60th Street Worcester, MA 01603 MA: 1996 : Stock : Agency Inactive 508-851-2100 AMB # 11823 NAIC # 10714		A	'02	45.5	52.8	1.7	3,734				3,734	33,998				159	159	127	
			'03	47.0	51.4	1.7	3,828				3,828	28,340				144	144	93	
			'04	48.4	49.9	1.6	3,924		100.0	1	3,923	23,133				145	145	95	
			'05	50.1	48.3	1.6	4,044		100.0	4	4,040	19,398				180	180	117	
			'06	2.5	95.7	1.9	4,179		100.0	1	4,178	18,260				214	214	138	
Rating History: A- r, 05/23/07; A- r, 06/23/06; A- r, 10/18/05; A- ru, 09/15/05; A- r, 05/04/05																			
CITIZENS INSURANCE CO OF IL Hanover Insurance Grp Prop and Cas Cos Hanover Insurance Grp Prop and Cas Cos Martha Zuraitis President 333 Pierce Road, Suite 300 Itasca, IL 60143 IL: 1997 : Stock : Agency Comm Lines, Personal Lines 630-773-2882 AMB # 12023 NAIC # 10714		A-	'02	45.5	52.8	1.7	3,734				3,734	33,998				159	159	127	
			'03	47.0	51.4	1.7	3,828				3,828	28,340				144	144	93	
			'04	48.4	49.9	1.6	3,924		100.0	1	3,923	23,133				145	145	95	
			'05	50.1	48.3	1.6	4,044		100.0	4	4,040	19,398				180	180	117	
			'06	2.5	95.7	1.9	4,179		100.0	1	4,178	18,260				214	214	138	
Rating History: A- r, 05/23/07; A- r, 06/23/06; A- r, 10/18/05; A- ru, 09/15/05; A- r, 05/04/05																			
CITIZENS INS CO OF OHIO Hanover Insurance Grp Prop and Cas Cos Hanover Insurance Grp Prop and Cas Cos Martha Zuraitis President 440 Lincoln Street Worcester, MA 01653 MA: 1996 : Stock : Agency Workers' Comp, Homeowners, Personal Auto 317-580-9980 AMB # 11747 NAIC # 10395		A-	'02	1.0	97.7	1.3	10,466		100.0	34	10,433	11,822				518	518	448	
			'03	0.7	98.0	1.3	10,848		100.0	6	10,842	11,221				489	489	409	
			'04	1.0	97.7	1.3	11,251		100.0	13	11,237	12,147				491	491	385	
			'05	0.1	98.7	1.2	11,570		100.0	16	11,554	22,521				499	499	317	
			'06	0.1	98.7	1.1	11,944		100.0	16	11,928	89,868				512	512	374	
Rating History: A- r, 05/23/07; A- r, 06/23/06; A- r, 10/18/05; A- ru, 09/15/05; A- r, 05/04/05																			
CITIZENS MUTUAL INSURANCE CO Columbia Insurance Group Columbia Insurance Group Robert J. Wagner President & CEO P.O. Box 61 Columbia, MO 65205 MO: 1997 : Mutual : Agency Farmers, Homeowners, Personal Auto 314-773-5193 AMB # 11823 NAIC # 10714		A-	'02	45.5	52.8	1.7	3,734				3,734	33,998				159	159	127	
			'03	47.0	51.4	1.7	3,828				3,828	28,340				144	144	93	
			'04	48.4	49.9	1.6	3,924		100.0	1	3,923	23,133				145	145	95	
			'05	50.1	48.3	1.6	4,044		100.0	4	4,040	19,398				180	180	117	
			'06	2.5	95.7	1.9	4,179		100.0	1	4,178	18,260				214	214	138	
Rating History: A- r, 05/23/07; A- r, 06/23/06; A- r, 10/18/05; A- ru, 09/15/05; A- r, 05/04/05																			
CIVIC PROPERTY & CASUALTY CO Farmers Insurance Group Farmers Insurance Group Faye L. Williams-McClure President P.O. Box 2478, Terminal Annex Los Angeles, CA 90051 CA: 1995 : Stock : Exclusive Agent Homeowners 323-932-3200 AMB # 11778 NAIC # 10315		A	'02	5.0	80.6	14.4	158,425	55.4	31.9	12.7	115,855	42,570	24,950	96,731	100.0	-3,498	7,430	2,139	2.6
			'03	2.6	80.9	16.5	156,872	54.8	34.4	10.8	108,880	47,992	34,823	84,878	100.0	52	5,848	5,073	3.1
			'04	2.7	79.0	18.3	169,143	52.2	35.4	12.4	114,812	54,331	43,202	96,315	100.0	5,827	5,748	8,113	4.6
			'05	2.6	78.2	19.2	190,829	49.3	34.1	16.6	129,782	61,046	50,412	108,190	100.0	4,799	6,246	10,490	7.1
			'06	7.6	75.9	16.4	204,119	52.3	34.4	13.3	134,392	69,727	51,513	115,954	100.0	4,817	6,863	11,400	7.6
Rating History: A p, 03/20/07; A p, 12/01/05; A p, 11/22/04; A p, 08/16/04; A p, 06/24/04																			
CIVIL SERVICE EMPLOYEES GROUP Civil Service Employees Group Civil Service Employees Group Pierre Bize President & CEO P.O. Box 7764 San Francisco, CA 94120-7764 CA: 1951 : Stock : Agency Homeowners, Personal Auto 415-274-7800 AMB # 03023 NAIC # 10693		B++	'02	25.4	59.7	14.9	128,950	50.7	16.0	33.3	86,981	41,969	99,044	56,159	54.4	-14,325	2,823	-12,069	-13
			'03	25.5	62.1	12.3	131,581	43.7	14.4	41.9	88,188	43,393	103,212	30,155	29.2	-2,452	2,250	33	1
			'04	16.5	74.7	8.8	141,034	31.4	22.1	46.5	90,615	50,419	98,258	40,584	41.3	2,396	2,737	4,724	4
			'05	15.1	76.0	8.9	145,581	51.2	38.5	10.2	99,715	55,866	95,434	59,301	62.1	1,471	3,597	4,792	4
			'06	23.3	66.7	10.0	156,666	52.7	39.0	8.4	88,362	68,304	89,529	74,213	82.6	5,471	4,896	10,868	16
Rating History: B++p, 04/18/07; B++p, 05/02/06; B++p, 05/24/05; B++p, 05/18/04; B++p, 06/06/03																			
CIVIL SERVICE EMPLOYEES INS CO Civil Service Employees Group Civil Service Employees Group Pierre Bize President & CEO 50 California Street, Suite 2550 San Francisco, CA 94111 CA: 1951 : Stock : Agency Homeowners, Personal Auto 415-274-7800 AMB # 00274 NAIC # 10693		B++	'02	25.4	59.7	14.9	128,950	50.7	16.0	33.3	86,981	41,969	99,044	56,159	54.4	-14,325	2,823	-12,069	-13
			'03	25.5	62.1	12.3	131,581	43.7	14.4	41.9	88,188	43,393	103,212	30,155	29.2	-2,452	2,250	33	1
			'04	16.5	74.7	8.8	141,034	31.4	22.1	46.5	90,615	50,419	98,258	40,584	41.3	2,396	2,737	4,724	4
			'05	15.1	76.0	8.9	145,581	51.2	38.5	10.2	99,715	55,866	95,434	59,301	62.1	1,471	3,597	4,792	4
			'06	23.3	66.7	10.0	156,666	52.7	39.0	8.4	88,362	68,304	89,529	74,213	82.6	5,471	4,896	10,868	16
Rating History: B++p, 04/18/07; B++p, 05/02/06; B++p, 05/24/05; B++p, 05/18/04; B++p, 06/06/03																			

2007 BEST'S KEY RATING GUIDE — PROPERTY/CASUALTY



MULTIPLE EXCEPTION AFFIDAVIT

State of New York)
County of NY) SS:

NEW YORK TITLE
Title Co. RESEARCH CORP.

Title No. _____

JOHN SIMON and _____

each being duly sworn, deposes and says:

1. I (We) have not been known by any other names(s) for the past ten (10) years except _____ and that there are no judgments or Federal Tax Liens against me (us) in any jurisdiction.
2. The judgments or liens, if any, returned in the above-captioned report of title are not against me (us), but against a person(s) of the same or similar name.
3. I (We) am (are) the same person(s) named as the Grantee'(s) in a Deed recorded in Liber/Reel 875 Page 1570.
4. I am the same person entitled to the N/A exemption as stated in the above-captioned title report.
5. ~~There are no leases conferring rights of possession to any tenant; there are no persons in possession and no one has the right of possession to the premises as a tenant or for any other reason.~~
6. That to the best of my (our) knowledge, there has been no work performed at the property by the City of New York, or any demand made by the City of New York for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance-Emergency Services.
7. That to the best of my (our) knowledge, there are (is) _____ mortgage(s) which affect the Property; that I (we) have reviewed the Mortgage Schedule in the above-captioned Title Report; that I (we) have entered into no mortgages other than those disclosed on the aforesaid Mortgage Schedule; and that I (we) have received no demands for payment of any mortgage other than those disclosed on the aforesaid Mortgage Schedule.
8. ~~To the best of my (our) knowledge, there are no street vaults, or if there are street vaults, any and all vault taxes have been paid to date.~~
9. That to the best of my (our) knowledge, there has been no work performed at the property by the New York City Department of Environmental Protection for water tap closing or any related work.
10. That to the best of my (our) knowledge, there have been no repairs performed by the Emergency Service Division of the Department of Rent and Housing Maintenance of the City of New York.
11. This affidavit has been executed and delivered in order to induce NEW YORK TITLE RESEARCH CORPORATION as agents for _____ to remove certain possible exceptions to title set forth in the above-captioned title report and to issue its policy of title insurance covering said property knowing that it will rely on the statements made herein.

OTHER: _____

[Signature]
Vice President 160 Wad. Dan Corp

Sworn to me this 25 day of APRIL, 1997 2008

Notary Public

THOMAS P. JERMYN
NOTARY PUBLIC STATE OF NEW YORK
#02-JE5001506 QUAL. IN NY COUNTY
COMMISSION EXPIRES JANUARY 3, 2011

MULTIPLE EXCEPTION AFFID TT

State of New York)

NEW YORK TITLE
Title Co. RESEARCH CORP.

County of M)

Title No. _____

JOHN SIMON and _____

each being duly sworn, deposes and says:

1. I (We) have not been known by any other names(s) for the past ten (10) years except _____ and that there are no judgments or Federal Tax Liens against me (us) in any jurisdiction.
2. The judgments or liens, if any, returned in the above-captioned report of title are not against me (us), but against a person(s) of the same or similar name.
3. I (We) am (are) the same person(s) named as the Grantee'(s) in a Deed recorded in Liber/Reel 875 Page 1570.
4. I am the same person entitled to the N/A exemption as stated in the above-captioned title report.
5. ~~There are no leases conferring rights of possession to any tenant; there are no persons in possession and no one has the right of possession to the premises as a tenant or for any other reason.~~
6. That to the best of my (our) knowledge, there has been no work performed at the property by the City of New York, or any demand made by the City of New York for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance-Emergency Services.
7. That to the best of my (our) knowledge, there are (is) _____ mortgage(s) which affect the Property; that I (we) have reviewed the Mortgage Schedule in the above-captioned Title Report; that I (we) have entered into no mortgages other than those disclosed on the aforesaid Mortgage Schedule; and that I (we) have received no demands for payment of any mortgage other than those disclosed on the aforesaid Mortgage Schedule.
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10. That to the best of my (our) knowledge, there have been no repairs performed by the Emergency Service Division of the Department of Rent and Housing Maintenance of the City of New York.
11. This affidavit has been executed and delivered in order to induce NEW YORK TITLE RESEARCH CORPORATION as agents for _____ to remove certain possible exceptions to title set forth in the above-captioned title report and to issue its policy of title insurance covering said property knowing that it will rely on the statements made herein.

OTHER: _____

[Signature]
Vice President Goatad. Dan Corp

Sworn to me this 25 day of APRIL, 1997 2008

Notary Public

THOMAS P. JERMYN
NOTARY PUBLIC STATE OF NEW YORK
#02-JE5001506 QUAL. IN NY COUNTY
COMMISSION EXPIRES JANUARY 3, 2011



VERNON & GINSBURG, LLP
261 MADISON AVENUE
NEW YORK, NEW YORK 10016

TELEPHONE
(212) 949-7300

TELECOPIER
(212) 697-4432

April 25, 2008

Intervest National Bank
One Rockefeller Plaza, Suite 400
New York, New York 10020-2002

Re: 160 Madison Avenue
New York, New York

Gentlemen:

You have requested our opinion as counsel for 160 Madison Avenue Owners Corp. (the "Borrower"), a New York corporation, Claude Simon ("Guarantor") in connection with the \$1,700,000.00 permanent mortgage loan to be made by you to the Borrower (the "Loan").

We have examined the proceedings taken in organizing the Borrower under the laws of its jurisdiction or of organization, including its Certificate of Incorporation and By-Laws. We have also examined and are familiar with the Mortgage Note and Mortgage and Guaranty of Payment of Recourse Obligations and all other instruments executed and delivered by or on behalf of the Borrower in connection with the Loan (collectively the "Loan Documents") and have attended the closing with respect to the Loan.

In addition to the foregoing, we have examined and relied upon such matters of law, documents and certificates of public officials as we have deemed relevant to the rendering of our opinion. In all such examinations we have assumed the genuineness of all signatures on original and certified documents and the conformity to original and certified documents of all copies submitted to us as conformed or photostatic copies.

Based upon the foregoing, we are of the opinion that:

1. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all the requisite power and authority to carry on its business as now being conducted.
2. The Borrower has full power and authority to enter into and perform the Loan Documents executed by it, to borrow the Loan, and to pledge collateral and create the security interests and liens provided for in the Loan Documents to be delivered by it, all of which have been duly authorized by all necessary and proper action. No consent or approval (government or otherwise) or the taking of any other action is required as a condition to the validity or

enforceability of any of the Loan Documents except for any consents and approvals heretofore delivered to you.

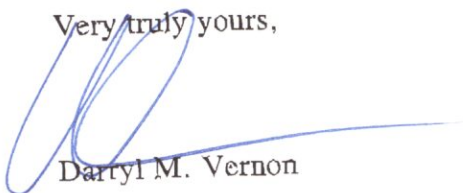
3. Each of the Loan Documents has been duly executed and delivered and constitutes the valid and legally binding obligations of the Borrower and Guarantor, as the case may be, enforceable in accordance with their respective terms, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally.

4. To the best of our knowledge, after due inquiry, there are no actions, suits, investigations or administrative proceedings of or before any court, arbitrator or governmental authority, pending or threatened against the Borrower or any of its property or assets that (i) either in any case or in the aggregate, if adversely determined, would materially, adversely affect the business, operations or condition, financial or otherwise of the Borrower; or (ii) question the validity of any of the Loan Documents or any action to be taken in connection with the transactions contemplated thereby.

5. The execution, delivery and performance by the Borrower and Guarantors of the Loan Documents, do not violate and will not violate any provisions of any statute, rule or regulations, domestic or foreign, and, to our knowledge, but without inquiry other than of knowledgeable representatives of the Borrower, do not and will not (i) violate any order, decree or judgment; (ii) violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any mortgage, indenture or contract to which the Borrower or either of the Guarantors is a party, or by which it or any of its properties are bound or affected; or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Borrower or of the Guarantor, except as contemplated by the Loan Documents.

6. The security interests and liens intended to be created by the Loan Documents have been created and constitute valid and, subject to all proper filing and recordings being timely made, first priority and perfected security interest in and liens on the collateral covered thereby in your favor, upon the terms therein purported to be granted.

Very truly yours,



Darryl M. Vernon

DMV:LL

State of New York Department of State } ss:

I hereby certify, that the Certificate of Incorporation of 160 MADISON AVENUE OWNERS CORPORATION was filed on 09/21/1983, with perpetual duration,
and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

The Biennial Statement is past due.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 02nd day of April
two thousand and eight.*

Daniel Shapiro
Special Deputy Secretary of State



STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
March 24, 2008.

A handwritten signature in cursive script that reads "Paul LaPointe".

Paul LaPointe
Special Deputy Secretary of State

Certificate of Incorporation
of

160 Madison Avenue Owners Corporation

Under Section 402 of the Business Corporation
Law of the State of New York

IT IS HEREBY CERTIFIED THAT:

1. Name. The name of the Corporation shall be:

160 Madison Avenue Owners Corporation

2. Purposes. The purpose for which it is to be formed
are:

(a) To acquire the land and building erected at 160 Madison Avenue, New York, New York; to hold, operate, manage, sell, exchange and lease all or part of that property and to do the same with respect to any replacement, or addition to the property. The primary purpose of this Corporation is to provide Commercial and Business space for its shareholders by leasing to them, under leases now commonly known as proprietary leases, commercial units in the building on such premises, and all of its shareholders shall be entitled solely by reason of their ownership of shares in the Corporation to proprietary leases entitling them to occupy for business purposes commercial units in the building.

(b) To acquire any other lands, buildings, or rights to be used in connection with 160 Madison Avenue, New York, New York, and to improve, manage, and operate any such property; to rent, lease, and sublease commercial units to its shareholders and to others upon such terms and for such periods as any individual might or could; to procure the necessary permits or licenses from municipal authorities for the operation of commercial buildings and to do and perform every act required by law to be done or performed in the maintenance and operation of commercial buildings; to maintain and operate the necessary conveniences, such as elevators, lighting, and heating, as may be required in the proper operation of a commercial building; to mortgage or otherwise encumber its real property, improvements and equipment; to transfer real estate, in whole or in part, or lease the same in whole or part, for valuable consideration of any character; to buy, sell, and deal in bonds and loans secured by mortgages; and generally to deal with and act in

certificate of incorporation 8: cooperative: CORP

relation to such real estate and any and every part thereof and to the fullest extent that a corporation organized under the Business Corporation Law is lawfully empowered to do.

3. Authorized shares. The aggregate number of shares which the Corporation shall have authority to issue shall be 360 shares, without par value. All of such shares shall be common shares and shall be issued only in connection with the execution and delivery by the purchaser and the Corporation of a proprietary lease of a commercial unit or units in a building owned or leased by the Corporation.

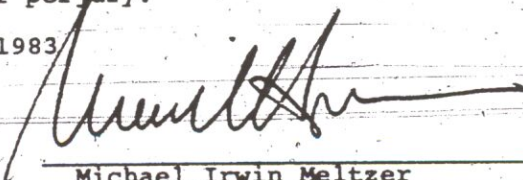
4. Office. The office of the Corporation shall be located at 160 Madison Avenue, City, County, and State of New York.

5. Agent for service of process. The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against it may be served, and the address within the State to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon him is:

c/o SEGAL, MELTZER & FRIEDLANDER
225 Broadway
New York, New York 10007

In witness whereof the incorporator being at least eighteen years of age, hereby affirms that the statements are true under penalties of perjury.

Dated: September 19, 1983



Michael Irwin Meltzer
c/o SEGAL, MELTZER & FRIEDLANDER
225 Broadway
New York, New York 10007

Index No.

Year 19

Certificate of Incorporation
of

160 Madison Avenue Owners Corporation

Under Section 402 of the Business Corporation
Law of the State of New York

9/20
N-18
SEGAL, MELTZER & FRIEDLANDER

Attorneys for 160 Madison Avenue Owners Corporation

Office and Post Office Address
225 BROADWAY
NEW YORK, N. Y. 10007
(212) 962-2670

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 21 1983

AMT. OF CHECK \$ 138
FILING FEE \$ 78
TAX \$
COUNTY FEE \$
COPY \$
CERT \$
REFUND \$ is hereby admitted
SPEC HANDLE \$

To

Attorney(s) for

Service of a copy of the within

Dated,

Attorney(s) for

Sir:—Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

19

NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on the day of

of which the within is a true copy will be presented for
one of the judges

Dated,

19

at

M.

Yours, etc.

SEGAL, MELTZER & FRIEDLANDER

Attorneys for

Office and Post Office Address
225 BROADWAY
NEW YORK, N. Y. 10007

To

Attorney(s) for

FILED

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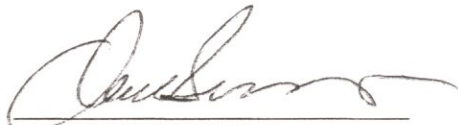
6021956

RESOLUTION
OF
160 MADISON AVENUE OWNERS CORPORATION

I, Claude Simon as President of **160 Madison Avenue Owners Corp.** hereby certifies that this is a corporation organized under the laws of the State of New York and that a meeting of the Board of Directors of said corporation was duly held on the 28th day of March, 2008 and that at said meeting, the President and sole shareholder of the corporation, and Secretary were present and acted throughout; that the following resolution was duly adopted and is now in full force and effect; and that said resolution is not contrary to or in conflict with any provision of the Certificate of Incorporation or By-laws of said corporation.

IT IS RESOLVED that the corporation shall enter into a first mortgage loan with Intervest National Bank in the amount of \$1,700,000.00 pursuant to the terms of a commitment letter dated March 11, 2008 and further that the premises known as 160 Madison Avenue, New York, New York shall constitute the collateral under the loan.

IN WITNESS WHEREOF, I have hereunto set my hand as President of said corporation and affixed the corporate seal this 28th day of March, 2008.



CLAUDE SIMON
President