UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
EVERGREEN GARDENS MEZZ LLC, *et al.*,	:	**Case No. 21-10335 (MG)**
Debtors.[1]	:	**(Joint Administration Pending)**

DISCLOSURE STATEMENT FOR JOINT CHAPTER 11 PLAN OF EVERGREEN GARDENS I LLC, EVERGREEN GARDENS II LLC, AND EVERGREEN GARDENS MEZZ LLC

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Dated: September 13, 2021
New York, New York

[1]The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Evergreen Gardens Mezz LLC (0416); Evergreen Gardens I LLC (2211); and Evergreen Gardens II LLC (6782). The Debtors' principal offices are located at 199 Lee Avenue, Suite 693, Brooklyn, New York 11211.

THIS SOLICITATION OF VOTES FROM HOLDERS OF CLAIMS AGAINST EVERGREEN GARDENS II LLC ("EG II" AND, COLLECTIVELY, WITH EVERGREEN GARDENS I LLC ("EG I") THE "SUBSIDIARY DEBTORS") IS BEING CONDUCTED TO OBTAIN SUFFICIENT ACCEPTANCES OF THE PLAN (AS DEFINED HEREIN) *BEFORE* THE FILING OF VOLUNTARY CASES UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE "BANKRUPTCY CODE"). BECAUSE THE CHAPTER 11 CASES FOR THE SUBSIDIARY DEBTORS HAVE NOT YET BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. THE SOLICITATION OF VOTES FROM MREF REIT LENDER LLC, THE SOLE HOLDER OF CLAIMS AGAINST EVERGREEN GARDENS MEZZ LLC ("EGM" OR THE "INITIAL DEBTOR" AND, TOGETHER WITH THE SUBSIDIARY DEBTORS, THE "DEBTORS") WILL BE CONDUCTED FOLLOWING THE BANKRUPTCY COURT'S CONDITIONAL APPROVAL OF THIS DISCLOSURE STATEMENT, SOLELY AS TO EGM. FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT PROMPTLY TO SEEK ORDERS OF THE BANKRUPTCY COURT (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (II) APPROVING THE SOLICITATION OF VOTES AS BEING IN COMPLIANCE WITH SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE, AND (III) CONFIRMING THE PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.

DISCLOSURE STATEMENT, DATED SEPTEMBER 13, 2021

Solicitation of Votes on the
Joint Chapter 11 Plan of

EVERGREEN GARDENS I LLC, EVERGREEN GARDENS II LLC, AND
EVERGREEN GARDENS MEZZ LLC

from the holders of the following Claims:

(A) AS TO EG II: SERIES E SECURED CLAIMS, SERIES E NOTES DEFICIENCY CLAIMS, AND GENERAL UNSECURED CLAIMS; AND

(B) AS TO EGM: MEZZANINE LOAN CLAIMS

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 5:00 P.M., EASTERN TIME, ON OCTOBER 18, 2021, UNLESS EXTENDED BY THE DEBTORS. THE RECORD DATE FOR DETERMINING WHICH HOLDERS OF CLAIMS MAY VOTE ON THE PLAN IS AUGUST 19, 2021 (THE "RECORD DATE").

RECOMMENDATION BY THE DEBTORS TO VOTE TO ACCEPT THE PLAN

The Debtors have unanimously approved the transactions contemplated by the Plan and described herein. It is the Debtors opinion that confirmation and implementation of the Plan and the Sale Transaction (as defined below) is in the best interests of the Debtors' estates and creditors. The Debtors, therefore, recommend that all creditors whose votes are being solicited submit a ballot to **accept** the Plan.

The Series E Notes Trustee, on behalf of the Series E Noteholders, and the Mezzanine Lender also support confirmation of the Plan and recommend that all creditors entitled to vote submit a ballot to accept the Plan but make no representation or warranty with respect to the information set forth in the Disclosure Statement.

PLEASE READ THIS DISCLOSURE STATEMENT, INCLUDING THE PLAN, IN ITS ENTIRETY. A COPY OF THE PLAN IS ANNEXED HERETO AS EXHIBIT A. THE DISCLOSURE STATEMENT SUMMARIZES THE TERMS OF THE PLAN, BUT SUCH SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE ACTUAL PROVISIONS OF THE PLAN. ACCORDINGLY, IF THERE ARE ANY INCONSISTENCIES BETWEEN THE PLAN AND THIS DISCLOSURE STATEMENT, THE TERMS OF THE PLAN SHALL CONTROL.

HOLDERS OF CLAIMS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE AND SHOULD CONSULT WITH THEIR OWN ADVISERS BEFORE CASTING A VOTE WITH RESPECT TO THE PLAN.

THE SOLICITATION OF VOTES ON THE PLAN IS BEING MADE IN ACCORDANCE WITH APPLICABLE SECURITIES LAW (INCLUDING, APPLICABLE ISRAELI SECURITIES LAW WITH RESPECT TO THE VOTES OF THE SERIES E NOTEHOLDERS) PURSUANT TO SECTION 1125(g) OF THE BANKRUPTCY CODE.

FURTHER, READERS ARE CAUTIONED THAT ANY FORWARD-LOOKING STATEMENTS HEREIN ARE BASED ON ASSUMPTIONS THAT ARE BELIEVED TO BE REASONABLE, BUT ARE SUBJECT TO A WIDE RANGE OF RISKS IDENTIFIED IN THIS DISCLOSURE STATEMENT. DUE TO THESE UNCERTAINTIES, READERS CANNOT BE ASSURED THAT ANY FORWARD-LOOKING STATEMENTS WILL PROVE TO BE CORRECT. THE DEBTORS ARE UNDER NO OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

DURING THE CHAPTER 11 CASES, THE DEBTORS INTEND TO OPERATE THEIR BUSINESSES IN THE ORDINARY COURSE.

NO INDEPENDENT AUDITOR OR ACCOUNTANT HAS REVIEWED OR APPROVED THE LIQUIDATION ANALYSIS CONTAINED HEREIN.

THE DEBTORS HAVE NOT AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, IN CONNECTION WITH THE PLAN OR THIS DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED. THE TERMS OF THE PLAN GOVERN IN THE EVENT OF ANY INCONSISTENCY WITH THIS DISCLOSURE STATEMENT.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF VOTING TO ACCEPT OR REJECT THE PLAN OR OBJECTING TO CONFIRMATION. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE USED BY ANY PARTY FOR ANY OTHER PURPOSE.

ALL EXHIBITS TO THE DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

Table of Contents

Page

I. INTRODUCTION 1
II. OVERVIEW OF THE DEBTORS' BUSINESS 9
A. The Debtors' Business and the Denizen 9
B. The Debtors' Organizational Structure 10
C. Regulation of Subsidiary Debtors' Business 11
D. The Debtors' Capital Structure 11
III. KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES 14
A. The Commencement of the Initial Debtor's Chapter 11 Case 14
B. The Sale Process and the Purchase Agreement 15
C. Negotiations with Key Creditors and the RSA 22
D. Prepetition Solicitation of the Plan and the Commencement of the Subsidiary Debtors' Chapter 11 Cases 24
IV. ANTICIPATED EVENTS DURING CHAPTER 11 CASES 25
A. Prepetition Solicitation 26
B. Commencement of Chapter 11 Cases and First Day Motions 26
1. Debtor In Possession Financing and Cash Collateral 26
2. Bid Protections Motion 27
3. Cash Management System 27
4. Critical Vendor and Tenant Obligations 27
5. Utilities 28
6. Insurance 28
C. Other Procedural Motions and Retention of Professionals 28
D. Combined Disclosure Statement and Confirmation Hearing 29
E. Timetable for Chapter 11 Cases 29
V. PENDING LITIGATION 30
VI. SUMMARY OF PLAN 30
A. Administrative Expense, Priority Claims and DIP Claims 30
1. Administrative Expense Claims 30
2. Fee Claims 30
3. Priority Tax Claims 31
4. DIP Claims 32
5. Cash Collateral/Adequate Protection Claims 32

B. Classification of Claims and Interests....32
1. Separate Plans....32
2. Classification in General....33
3. Summary of Classification....33
4. Special Provision Governing Unimpaired Claims....34
5. Elimination of Vacant Classes....34
6. Voting Classes; Presumed Acceptance by Non-Voting Classes....34
7. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code....34
C. Treatment of Claims and Interests for EG I....34
1. Priority Non-Tax Claims....34
2. JPM Secured Claim....35
3. Other Secured Claims....35
4. General Unsecured Claims....35
5. Intercompany Claims....35
6. Equity Interests....36
D. Treatment of Claims and Interests for EG II....36
1. Priority Non-Tax Claims....36
2. Series E Secured Claims....36
3. Other Secured Claims....36
4. Convenience Claims....37
5. General Unsecured Claims....37
6. Intercompany Claims....37
7. Equity Interests....37
E. Treatment of Claims and Interests for EGM....37
1. Priority Non-Tax Claims....37
2. Mezzanine Loan Claim....38
3. Equity Interests....38
F. Means for Implementation....38
1. No Substantive Consolidation....38
2. The Sale Transaction, Allocation of Sale Proceeds, and Repayment of Certain Obligations....38
3. Settlement of 2020 PSA Claim....39

4. Issuance of Equity in the Post-Effective Debtors 39
5. Wind Down and Dissolution of the Debtors....39
6. Effectuating Documents; Further Transactions 41
7. Cancellation of Existing Securities and Agreements....43
8. Cancellation of Liens 44
9. Subordination Agreements....44
10. Closing of the Chapter 11 Cases....44
11. Notice of Effective Date 44
G. Distributions....44
1. Distributions Generally....44
2. Distribution Record Date 44
3. Date of Distributions....45
4. Disbursing Agent 45
5. Rights and Powers of Disbursing Agent....45
6. Postpetition Interest on Claims 46
7. Delivery of Distributions 47
8. Distributions after Effective Date 47
9. Unclaimed Property 47
10. Time Bar to Cash Payments....48
11. Manner of Payment under Plan....48
12. Satisfaction of Claims....48
13. Minimum Cash Distribution 48
14. Setoff and Recoupment....48
15. Allocation of Distributions between Principal and Interest....49
16. No Distribution in Excess of Amount of Allowed Claim....49
17. Distributions Free and Clear....49
18. Withholding and Reporting Requirements 49
H. Procedures for Disputed Claims 50
1. Priming Claims and Liens....50
2. Objections to Claims....50
3. Resolution of Disputed Administrative Expenses and Disputed Claims 51
4. Payments and Distributions with Respect to Disputed Claims....51

5. Distributions after Allowance 51
6. Estimation of Claims....51
7. No Distributions Pending Allowance 51
8. Claim Resolution Procedures Cumulative 52
9. Interest....52
10. Insured Claims 52
11. Tax Treatment of EG I Disputed Claims Reserve 52
I. Executory Contracts and Unexpired Leases 52
1. General Treatment 52
2. Determination of Assumption Disputes and Deemed Consent....53
3. Rejection Damages Claims 54
4. Insurance Policies 55
5. Intellectual Property Licenses and Agreements....55
6. Assignment 55
7. Modification, Amendments, Supplements, Restatement, or Other Agreements 56
8. Reservation of Rights....56
J. Conditions Precedent to Confirmation of Plan and Effective Date 57
1. Conditions Precedent to Confirmation of Plan 57
2. Conditions Precedent to Effective Date....57
3. Waiver of Conditions Precedent 58
4. Effect of Failure of a Condition 58
K. Effect of Confirmation of Plan 59
1. Vesting of Assets 59
2. Binding Effect....59
3. Discharge of Claims and Termination of Interests 59
4. Term of Injunctions or Stays....60
5. Injunction 60
6. Releases....61
7. Exculpation 63
8. Retention of Causes of Action/Reservation of Rights 63
L. Retention of Jurisdiction....63
1. Retention of Jurisdiction....63

2. Courts of Competent Jurisdiction 65
M. Miscellaneous Provisions....66
1. Payment of Statutory Fees 66
2. Substantial Consummation of the Plan 66
3. Plan Supplement 66
4. Request for Expedited Determination of Taxes....66
5. Exemption from Certain Transfer Taxes 66
6. Amendments 67
7. Effectuating Documents and Further Transactions....68
8. Revocation or Withdrawal of Plan....68
9. Severability of Plan Provisions....68
10. Governing Law 69
11. Time 69
12. Dates of Actions to Implement the Plan 69
13. Immediate Binding Effect....69
14. Deemed Acts....69
15. Successor and Assigns 69
16. Entire Agreement....70
17. Exhibits to Plan....70
VII. CERTAIN U.S.FEDERAL INCOME TAX CONSEQUENCES OF PLAN....70
A. Consequences to Debtors....71
B. Consequences to Holders of Certain Claims 72
C. Treatment of Series E Secured Claims and General Unsecured Claims Against EG II....72
D. Treatment of Mezzanine Loan Claims Against EGM 73
E. Character of Gain or Loss....74
F. Distributions in Respect of Accrued But Unpaid Interest or OID....74
G. Tax Treatment of the EG I Disputed Claims Reserve 75
H. Information Reporting and Backup Withholding 75
VIII. CERTAIN RISK FACTORS TO BE CONSIDERED 76
A. Certain Bankruptcy Law Considerations....76
1. DIP Facility and the Use of Cash Collateral....76
2. Risk of Non-Confirmation of Plan....76

3. Risk of Failing to Satisfy Vote Requirement 77
4. Non-Consensual Confirmation 77
5. Risk Related to Parties in Interest Objecting to the Debtors' Classification of Claims and Interests 77
6. Risk of Non-Occurrence of Effective Date 77
7. Risks Associated with the Purchase Agreement 77
8. Risk of Termination of Restructuring Support Agreement 78
9. Conversion into Chapter 7 Cases 78
B. Additional Factors Affecting the Value of Debtors 78
1. Claims Could Be More than Projected 78
2. Valuation Regarding Avoidance Actions and Causes of Action 78
C. Additional Factors 78
1. Debtors Could Withdraw Plan 78
2. Debtors Have No Duty to Update 79
3. No Representations Outside this Disclosure Statement Are Authorized 79
4. No Legal or Tax Advice Is Provided by this Disclosure Statement 79
5. No Admission Made 79
6. Certain Tax Consequences 79
IX. VOTING PROCEDURES AND REQUIREMENTS 79
A. Voting Instructions and Voting Deadline 80
B. Parties Entitled to Vote 80
C. Agreements Upon Furnishing Ballots 83
D. Change of Vote 83
E. Waivers of Defects, Irregularities, etc. 83
F. Miscellaneous 84
X. CONFIRMATION OF PLAN 84
A. Confirmation Hearing 84
B. Objections to Confirmation 84
C. Requirements for Confirmation of Plan 87
1. Requirements of Section 1129(a) of the Bankruptcy Code 87
2. Additional Requirements for Non-Consensual Confirmation 90

XI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN 91

A. Alternative Plan of Reorganization 92

B. Sale Under Section 363 of the Bankruptcy Code 92

C. Liquidation Under Chapter 7 or Applicable Non-Bankruptcy Law 92

XII. CONCLUSION AND RECOMMENDATION 92

I.
INTRODUCTION

Evergreen Gardens Mezz, LLC (the "**Initial Debtor**" or "**EGM**"), Evergreen Gardens I, LLC ("**EG I**"), and Evergreen Gardens II, LLC ("**EG II**" and, together with EG I, the "**Subsidiary Debtors**" and, together with the Initial Debtor, the "**Debtors**") submit this Disclosure Statement, pursuant to section 1125 of title 11 of the United States Code (the "**Bankruptcy Code**"), in connection with the solicitation of votes on the *Joint Chapter 11 Plan of Evergreen Gardens I LLC, Evergreen Gardens II LLC, and Evergreen Gardens Mezz, LLC,* dated September 13, 2021 (as may be amended, modified, or supplemented from time to time, in accordance with the terms thereof and applicable law and together with all schedules and exhibits thereto, the "**Plan**")[2] attached hereto as **Exhibit A**. On February, 22, 2021, the Initial Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). As explained in further detail in Section III of this Disclosure Statement, the Subsidiary Debtors also intend to commence chapter 11 cases in the Bankruptcy Court during the period in which EG II is soliciting votes on the Plan (the "**Solicitation Period**").

Following a robust and comprehensive marketing process, the Debtors have secured the support and commitment, pursuant to an executed Restructuring Support Agreement, dated August 31, 2021 (as may be amended, modified, or supplemented from time to time, in accordance with the terms thereof, and together with all schedules and exhibits thereto, the "**RSA**"), of the Series E Notes Trustee, on behalf of the Series E Noteholders and the Mezzanine Lender (each as defined below) – two of their key creditor constituencies – to support a value-maximizing chapter 11 plan that implements a sale (the "**Sale Transaction**") of substantially all of the Subsidiary Debtors' assets to an affiliate of Atlas Capital Group, LLC (the "**Purchaser**") pursuant to the terms of a signed Purchase and Sale Agreement, dated August 2, 2021 (as amended on August 19, 2021, and September 1, 2021, and as may be further amended, modified, or supplemented from time to time, and together with all schedules and exhibits thereto, the "**Purchase Agreement**"). The Sale Transaction provides for the purchase of two adjacent residential apartment complexes – the Denizen X and the Denizen Y – for total cash consideration of $506 million as well as the assumption of certain of the Subsidiary Debtors' liabilities, as set forth in the Purchase Agreement, and the retention of all employees without interruption.[3] The parties entered into the RSA following a vote in which the Series E Noteholders voted by approximately 90% in number and 97% in amount to authorize and direct the Series E Notes Trustee to vote to approve the RSA and to vote both their secured claims and substantial unsecured deficiency claims to accept a chapter

[2] Capitalized terms used in this Disclosure Statement but not defined herein have the meanings ascribed to them in the Plan. To the extent any inconsistencies exist between this Disclosure Statement and the Plan, the Plan shall govern.

[3] As explained below, the Subsidiary Debtors do not have any employees. Instead, the personnel and staff that operate the Denizen are employed pursuant to two separate agreements with PBS Facility Services Inc. One of these agreements is with Services Employees International Union 32BJ, and the parties to that agreement are "PBS Facility Services, Inc., Platinum Amenity Services and Dynamic Building Services." The other agreement is with Local 713 (a union), and the party to that agreement is "Dynamic Building Services."

11 plan that complies with the RSA. Copies of the RSA and the Purchase Agreement are annexed hereto as **Exhibit B** and **Exhibit C**, respectively.

The Denizen is comprised of two adjacent residential apartment properties each separately owned by the Subsidiary Debtors – the Denizen X, located at 123 Melrose Street, which is 100% owned by EG I (the "**Denizen X**"), and the Denizen Y, located at 54 Noll Street, which is 100% owned by EG II (the "**Denizen Y**" and together with the Denizen X, the "**Denizen**"). The Denizen is an amenity rich residential unit that was adversely impacted by the ongoing COVID-19 pandemic, which resulted in below average occupancy rates at the Denizen, thereby forcing EG I and EG II to provide generous concessions to tenants to increase occupancy and generate cash flow. These events ultimately precipitated the need for EGM, EG I's direct parent, to commence its Chapter 11 Case on an emergency basis on the Initial Debtor Petition Date.

Since that time, the Subsidiary Debtors have engaged in an extensive sale and marketing effort for the Denizen (the "**Sale Process**"). As described below, the Sale Process, which has been led by professionals at Meridian Capital Group ("**Meridian**"), was broad and comprehensive – and involved, among other things, (i) approximately 2,000 parties being contacted by Meridian, on behalf of the Subsidiary Debtors, as part of a large-scale marketing effort of the Denizen, (ii) approximately 125 parties executing non-disclosure agreements and being granted access to a data room and certain financial and operational information, (iii) approximately fifteen (15) first round bids and initial indications of interest being submitted, and (iv) approximately six (6) bids being selected to move on to a second round of bidding before the Subsidiary Debtors ultimately determined, in a proper exercise of their business judgement, to proceed with the Purchaser's bid that was documented and agreed to in the Purchase Agreement, following extensive, arms-length negotiations.

In accordance with the Purchase Agreement and the RSA, the Subsidiary Debtors are proposing to implement the Sale to the Purchaser pursuant to the Plan and to allocate the proceeds from the Sale Transaction according to the following allocation (the "**Sale Transaction Allocation Proportion**"): 50.75% to EG I, on account of the Denizen X (the "**EG I Sale Proceeds**"), and 49.25% to EG II, on account of the Denizen Y (the "**EG II Sale Proceeds**"). Meridian's broker's fees and certain other direct closing or transaction costs for the Sale (but not professional fees incurred in connection with the Chapter 11 Cases for the Debtors) will be allocated between EG I and EG II in accordance with the Sale Transaction Allocation Proportion; provided, however, that fees incurred with respect to the EG I chapter 11 case and EG II chapter 11 case will be allocated to the respective entity.

Under the Plan, all creditors of EG I who hold Allowed Claims will be paid in full, leaving each class of Claims and Interests unimpaired. The proceeds of the Sale Transaction remaining at EG I after payment of all Allowed Claims as well as allowed administrative and priority expenses shall be used to satisfy the Mezzanine Loan Claim, which is allowed under the Plan. With respect to EG II, the EG II Sale Proceeds will result in significant recoveries to the holders of Series E Secured Claims; any residual unencumbered assets of EG II will be distributed pro rata to holders of allowed General Unsecured Claims. In sum, the Sale Transaction will maximize the value of the Debtors' estates and provide the basis for the expeditious conclusion of the Chapter 11 Cases for all three Debtors.

WHO IS ENTITLED TO VOTE: Under the Bankruptcy Code, only holders of claims or interests in "impaired" Classes are entitled to vote on the Plan (unless, for reasons discussed in more detail below, such holders are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code). Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "impaired" unless (i) the Plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (ii) notwithstanding any legal right to an accelerated payment of such claim or interest, the Plan, among other things, cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

As the Plan provides for the payment in full of all allowed Claims and Interests of EG I, no holders of Claims against or Interests in EG I are entitled to vote on the Plan. For EG II, the creditor groups entitled to vote on the Plan and whose acceptances of the Plan are being solicited are the Class 2 Series E Secured Claims and Class 5 General Unsecured Claims. For EGM, the only creditor entitled to vote on the Plan and whose acceptance is being solicited is the Mezzanine Lender. Solicitation of the Mezzanine Lender will occur following the commencement of the Subsidiary Debtors' Chapter 11 Cases.

THE PLAN PROVIDES THAT RELEASED PARTIES SHALL BE DEEMED RELEASED AND DISCHARGED TO THE MAXIMUM EXTENT PERMITTED BY LAW BY THE DEBTORS AND THEIR ESTATES AND THE POST-EFFECTIVE DEBTORS. FURTHER, THE PLAN PROVIDES SUBJECT TO CERTAIN EXCEPTIONS THAT THE RELEASED PARTIES WILL BE DEEMED RELEASED AND DISCHARGED BY (I) HOLDERS OF CLAIMS WHO VOTE TO ACCEPT THE PLAN, (II) THE SERIES E NOTES TRUSTEE, (III) THE MEZZANINE LENDER, (IV) EACH OF THE OTHER RELEASED PARTIES, AND (V) WITH RESPECT TO ANY ENTITY IN THE FOREGOING CLAUSES, SUCH ENTITY'S (A) PREDECESSORS, SUCCESSORS, AND ASSIGNS, (B) SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, MANAGED OR CONTROLLED BY SUCH ENTITY, AND (C) ALL PERSONS ENTITLED TO ASSERT CLAIMS THROUGH OR ON BEHALF OF SUCH ENTITIES WITH RESPECT TO THE MATTERS FOR WHICH THE RELEASING ENTITIES ARE PROVIDING RELEASES.

The following table summarizes (i) the treatment of Claims and Interests under the Plan, (ii) the Classes that are impaired by the Plan, (iii) the Classes that are entitled to vote on the Plan, and (iv) the estimated recoveries for holders of Allowed Claims and Interests. The table is qualified in its entirety by reference to the full text of the Plan. For a more detailed summary of the terms and provisions of the Plan, *see* Section III — Summary of the Plan below. As set forth herein, the Subsidiary Debtors conducted a comprehensive marketing process, and they believe that process is the best method of valuing their business and recoveries to be received under the Plan.

Claims against and Interests in EG I

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EG I agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to accept)	100%
2	JPM Secured Claims	Except to the extent that the holder of the JPM Secured Claims agrees to a less favorable treatment and in accordance with the DIP Standstill Agreement, in full and final satisfaction, settlement and release of such Allowed JPM Secured Claims against EG I, on or as soon as practicable after the Effective Date, the holder of the Allowed JPM Secured Claims shall receive Cash in an amount equal to such holder's Allowed JPM Secured Claims.	Unimpaired	No (Presumed to accept)	100%
3	Other Secured Claims	Except to the extent that a holder of an Allowed Other Secured Claim against EG I agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against EG I will receive, on account and in full satisfaction of such Allowed Claim, at the sole option of the Plan Administrator: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) return of the applicable collateral or the proceeds thereof in satisfaction of the Allowed amount of such Other Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired.	Unimpaired	No (Presumed to accept)	100%
4	General Unsecured Claims	Except to the extent that a holder of an Allowed General Unsecured Claim against EG I agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Allowed General Unsecured Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such General Unsecured Claim becomes an	Unimpaired	No (Presumed to accept)	100%

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
		Allowed General Unsecured Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed General Unsecured Claim Unimpaired.			
5	Intercompany Claims	(a) Except to the extent that EG II, the Mezzanine Lender, and the Series E Notes Trustee agree to less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Class 5 Allowed Intercompany Claims: (i) EG II shall not receive any distribution on the Effective Date on account of the EG I Affiliate Intercompany Claim. Instead, the distribution that would otherwise be payable to EG II on account of the EG I Affiliate Intercompany Claim shall be retained by EG I and utilized by EG I to partially pay the 2020 PSA Claim, as provided under the RSA, and any remaining amounts owed to EG II on account of the EG I Affiliate Intercompany Claims shall be waived and deemed satisfied, settled and released in full by EG II and its Estate; (ii) The BVI Intercompany Claim shall be treated by the parties in accordance the RSA and shall not be Allowed or paid by EG I or the Plan Administrator, until the earlier to occur of (A) the written consent by the Mezzanine Lender; or (B) the entry of a Final Order requiring such payment; and (iii) The EG I Operating Expense Claim shall have been paid in full by EG I to EG II, without setoff, recoupment, or deduction, or reduction in anyway, from the proceeds of the DIP Loan, in accordance with the DIP Budget, and such amounts shall constitute Allowed DIP Claims of the DIP Lender.	Unimpaired	No (Presumed to accept)	100%
6	Equity Interests	On or as soon as reasonably practicable after the Effective Date, following the payment of all Allowed Claims against EG I, all of the Assets of EG I, including all Cash, Avoidance Actions, and other Causes of Action of EG I, shall be transferred to EGM, in full and final satisfaction, compromise, settlement, release, and discharge of the Allowed Equity Interests, and all Equity Interests in EG I shall be cancelled and extinguished and EG I shall be deemed dissolved under applicable non-bankruptcy law; provided, however, that Post-Effective Date EGM shall continue to maintain the EG I Disputed	Unimpaired	No (Presumed to accept)	100%

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
		Claims Reserve for the benefit of holders of Disputed Claims against EG I.			

Claims against and Interests in EG II

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EG II agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to accept)	100%
2	Series E Secured Claims	Except to the extent that a holder of an Allowed Series E Secured Claim against EG II agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Allowed Series E Secured Claim (but not the Series E Notes Deficiency Claims), on or as soon as practicable after the Effective Date, each holder of an Allowed Series E Secured Claim shall receive its Pro Rata Share of the Series E Secured Claim Distribution.	Impaired	Yes	93%
3	Other Secured Claims[4]	Except to the extent that a holder of an Allowed Other Secured Claim against EG II agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim will receive, on account and in full satisfaction of such Allowed Claim, at the sole option of the Plan Administrator: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) return of the applicable collateral or the proceeds thereof in satisfaction of the Allowed amount of such Other Secured Claim; or (iii) such other treatment	Unimpaired	No (Presumed to accept)	100% (As discussed in further detail below, the Debtors do not believe there are any Other Secured Claims against EG

[4] The Debtors do not believe there are any Other Secured Claims against EG II but have nevertheless accounted for them as a Class in the Plan.

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
		sufficient to render such holder's Allowed Other Secured Claim Unimpaired.			II but have nevertheless provided a Class for them in the Plan.)
4	Convenience Claims	Except to the extent that a holder of an Allowed Convenience Class Claim against EG II agrees in writing to less favorable treatment, on the Effective Date, each holder of an Allowed Convenience Claim shall receive payment in Cash in the amount of its Allowed Convenience Claim, in full and final satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Convenience Class Claim.	Unimpaired	No (Presumed to accept)	100%
5	General Unsecured Claims	Except to the extent that a holder of an Allowed General Unsecured Claim against EG II agrees to less favorable treatment, in full and final satisfaction and release of, and in exchange for the General Unsecured Claims of EG II (but not any Series E Noteholders' claims against the BVI Parent), each holder thereof shall receive its Pro Rata Share of the amounts recovered by the Plan Administrator, if any, from the prosecution of Avoidance Actions and other Causes of Action of Post-Effective Date EG II, to the extent such Avoidance Actions and Causes of Action do not constitute collateral of the Series E Noteholders under the Series E Indenture or the Cash Collateral Orders, net of fees and expenses associated with prosecuting such action. The Plan Administrator shall make distributions to the holders of General Unsecured Claims against EG II from such proceeds as and when the Plan Administrator deems appropriate, after consultation with the Series E Notes Trustee. The rights to such proceeds shall be nontransferable except by will, intestate succession, or operation of law.	Impaired	Yes	Uncertain, depending upon the results of litigation.
6	Intercompany Claims	The holders of Allowed Intercompany Claims against EG II shall not receive or retain any property under the Plan on account of such Claims.	Impaired	No (Deemed to reject)	0%
7	Equity Interests	On or after the Effective Date, all Equity Interests in EG II shall be cancelled. The existing holder of the Equity Interests in EG II shall neither receive nor retain any property of EG II or direct interest in property of EG II on account of such Equity Interest.	Impaired	No (Deemed to reject)	0%

Claims against and Interests in EGM

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
1	Priority Non-Tax Claims	Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EGM agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.	Unimpaired	No (Presumed to accept)	100%
2	Mezzanine Loan Claim	(a) Except to the extent that the holder of the Mezzanine Loan Claim agrees to a less favorable treatment, in final settlement of such Mezzanine Loan Claim as against EGM, on or as soon as practicable after the Effective Date, the holder of the Allowed Mezzanine Loan Claims shall receive: (i) the Excess EGM Cash; (ii) its Pro Rata Share of the amounts recovered by the Plan Administrator of EGM, if any, from the prosecution of Avoidance Actions or other Causes of Action of EG I and EGM, net of fees and expenses associated with prosecuting such action. The Plan Administrator shall make distributions to the holder of the Mezzanine Loan Claim from such proceeds as and when the Plan Administrator deems appropriate, after consultation with the Mezzanine Lender. The rights to such proceeds shall be nontransferable except to an affiliate, or by will, intestate succession, or operation of law; and (iii) the remainder of the Disputed Claims Reserve after all Disputed Claims against EG I have been liquidated and paid, if applicable, in accordance with the Plan.	Impaired	Yes	56%
3	Equity Interests	On or after the Effective Date, the Equity Interests in EGM shall be cancelled. The existing holder of the Equity Interests in EGM shall neither receive nor retain	Impaired	No (Deemed to reject)	0%

Class	Designation	Treatment	Impaired or Unimpaired	Entitled to Vote	Approx. Percentage Recovery
		any property of EGM or direct interest in property of EGM on account of such Equity Interest.			

II.
OVERVIEW OF THE DEBTORS' BUSINESS

A. The Debtors' Business and the Denizen

The Debtors are indirect subsidiaries of All Year Holdings Limited ("**All Year Holdings**" and, together with its direct and indirect subsidiaries, collectively "**All Year**"), a company organized as a BVI Business Company under the laws of the British Virgin Islands. All Year Holdings operates as a holding company that, through All Year, focuses on the development, construction, acquisition, leasing, and management of residential and commercial income producing properties in Brooklyn, New York. All Year's portfolio includes approximately 2,652 residential units, 94 commercial units, and 183 hotel rooms in Bushwick, Williamsburg, and Bedford-Stuyvesant, with an aggregate net book value in excess of $2.4 billion.

One property comprising a part of All Year's real estate portfolio is a residential complex located in Bushwick, Brooklyn which is comprised of two adjacent properties – the Denizen X, located at 123 Melrose Street, which is 100% owned by EG I, and the Denizen Y, located at 54 Noll Street, which is 100% owned by EG II.[5] The only asset of EGM is its 100% ownership interest in the equity interests in EG I and the only creditor of EGM is the Mezzanine Lender.

The Denizen offers approximately 900 modern studio, one and two bedroom apartments and is situated around an approximately 17,850 square foot courtyard. The Denizen affords its residents abundant greenspace, a public park and promenade, an on-site beer brewery, a community chef's kitchen, rooftop gardens, a dog park and spa, a cafe with co-working space, a curated art gallery, game room, and fitness centers. Denizen X and Denizen Y share facilities and sit adjacent to each other. The mutual access to shared facilities provides for a wider range of residential amenities, thereby making the Denizen a more desirable property and enhancing its value.

The Subsidiary Debtors' operations are managed by Smart Management NY, Inc. (the "**Management Company**"), an unaffiliated third-party entity pursuant to which, the Management Company among other things, (i) leases and keeps leased to tenants spaces available for lease and (ii) maintains and operates the Denizen property through upkeep and repairs.[6] The Subsidiary

[5] The limited liability interests of EG II are held by Evergreen Gardens Holdings II LLC, which is not a debtor in the Chapter 11 Cases.

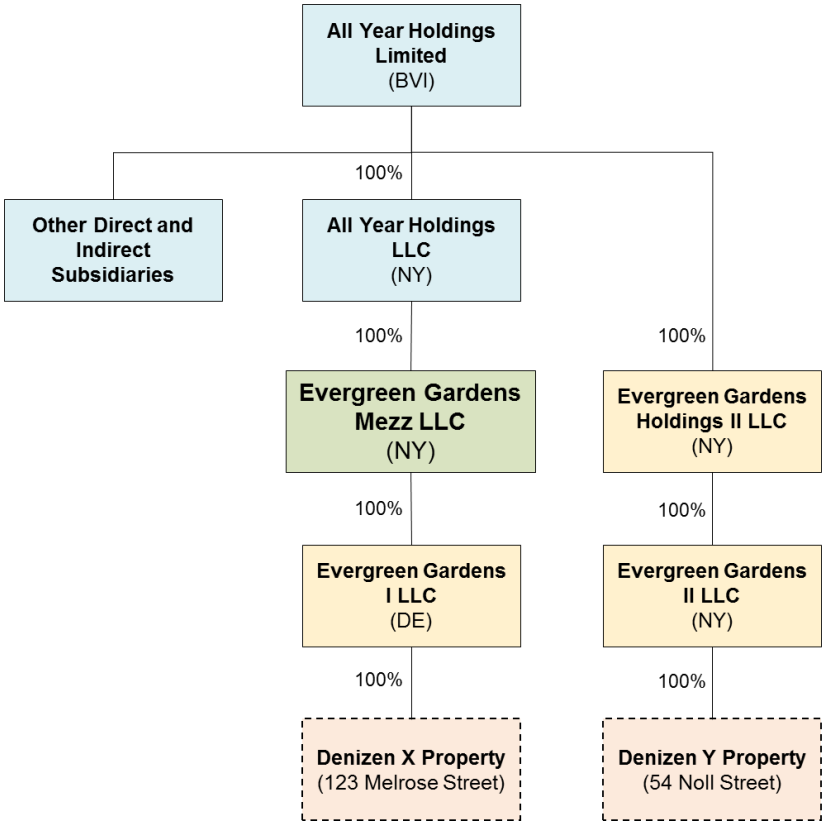
[6] The Subsidiary Debtors' day to day operations were previously overseen by All Year Management, Inc., which was an affiliated of All Year Holdings and partially owned by Mr. Yoel Goldman, the sole economic shareholder of All Year Holdings Limited, and a third party. Since that time, the day to day operations have been transitioned to the Management Company (Smart Management NY, Inc.), which, to the best of the Debtors' knowledge and belief, has no affiliation with Mr. Goldman. Although the applicable contracts have not been updated to reflect the change in management, the Subsidiary Debtors pay a monthly fee to the unaffiliated Management Company. Mr. Goldman is not involved in the management of the Denizen, and, to the best of their knowledge and belief, the Subsidiary

Debtors pay the Management Company a monthly fee of approximately $100,430.00 for the operation of the Denizen. The Subsidiary Debtors do not have any employees. Instead, the personnel and staff that operate the Denizen are employed pursuant to two separate agreements with PBS Facility Services Inc. One of these agreements is with Service Employees International Union 32BJ, and the parties to that agreement are "PBS Facility Services, Inc., Platinum Amenity Services and Dynamic Building Services." The other agreement is with Local 713 (a union), and the party to that agreement is "Dynamic Building Services." The Subsidiary Debtors pay PBS Facility Services, Inc., Platinum Amenity Services, and Dynamic Building Services a total monthly fee of approximately $213,142 as reimbursement for staff wages and salaries, which amount is allocated between the Subsidiary Debtors and such allocated amount is paid by each Subsidiary Debtor.

B. The Debtors' Organizational Structure

EGM is a New York limited liability company whose sole member is All Year Holdings LLC. Mr. Anthony Palazzo and Ms. Beena Soiefer are the two independent directors of EGM. EG I is a Delaware limited liability company, which is managed by its sole member, EGM. Mr. Palazzo and Ms. Soiefer also serve as the two independent directors of EG I. EG II is a New York limited liability company, which is managed by its sole member, Evergreen Gardens Holdings II LLC. EG II does not have any officers or directors. Evergreen Gardens Holdings II LLC is managed by its sole member All Year Holdings Limited which is owned by Yoel Goldman. A chart setting forth the organization structure of the Debtors is set forth below.

Debtors do not pay funds to any entity affiliated with Mr. Goldman in connection with the operations of the Subsidiary Debtors.



C. Regulation of Subsidiary Debtors' Business

The Subsidiary Debtors operate exclusively in Brooklyn, New York and are subject to all laws and regulations that impact the Subsidiary Debtors' operation and ownership of the Denizen, including those related to zoning, land use, environmental protection, workplace safety, public health, housing, and landlord-tenant law.

D. The Debtors' Capital Structure

(a) EGM

EGM's sole outstanding funded debt obligations consist of a $65 million loan made pursuant to that certain Mezzanine Loan and Security Agreement, dated as of February 12, 2019 (as amended, modified, or supplemented, including pursuant to that certain First Amendment dated as of June 6, 2019) (the "**Mezzanine Loan**"), by and between the Debtor and MREF REIT Lender 9 LLC (the "**Mezzanine Lender**"). EGM's obligations under the Mezzanine Loan are secured by, among other things, a pledge of EGM's equity interest in EG I, pursuant to that certain Amended and Restated Mezzanine Pledge and Security Agreement, dated as of June 10, 2019. The Mezzanine Loan Claim shall be Allowed in the amount equal to the principal amount outstanding under the Mezzanine Loan plus any and all accrued and unpaid interest, including default interest, premiums, fees and expenses as of the Petition Date of EGM in the amount of not less than $81,188,942.28.

(b) EG I Capital Structure

As of the date hereof, EG I's outstanding liabilities were comprised of (i) secured first lien property level mortgage debt held by JP Morgan Chase Bank, N.A. ("**JPM**"), (ii) asserted mechanic's, materialman's and similar lien claims, (iii) intercompany claims, and (iv) general unsecured claims, each of which is summarized below.

1. JPM Secured Claim. EG I is the borrower under that certain Loan and Security Agreement between EG I and JPM, dated as of June 10, 2019 (as amended, modified, renewed, or supplemented from time to time, the "**EG I Mortgage Loan Agreement**") in the principal amount of $170 million. EG I's obligations under the EG I Mortgage Loan Agreement are secured by a first priority lien and security interest over, among other things, (i) the real property located at 123 Melrose Street (Denizen X) and all of the buildings, structures, fixtures, and other improvements, (ii) all easements and rights-of-way pertaining to the property, (iii) all equipment related to the property, (iv) all personal property, (v) all leases, subleases, licenses concessions or other agreements relating to the property, (vi) condemnation awards relating to the property, (vii) available insurance proceeds, (viii) refunds, rebates, and tax credits, (ix) all contracts and agreements relating to the property, (x) all tradenames and trademarks relating to the operation of the property, (xi) all escrows and reserves, and (xii) and all water rights relating to the property. As of the date hereof, EG I owed approximately $170 million in principal under the EG I Mortgage Loan Agreement, plus any accrued and unpaid interest thereon. Under the Plan, the JPM Secured Claim is Allowed in the aggregate amount of approximately $ 170 million, plus any and all accrued and unpaid interest, including premiums, fees and reasonable and documented expenses thereon.

2. Other Secured Claims. As of the date hereof, approximately $10.4 million in mechanic's, materialman's, and other similar lien claims have been asserted against the Denizen X and EG I.[7]

3. EG I Intercompany Claims. As of the date hereof, EG I owed approximately $4,719,953 in total aggregate amount to its other Debtor and non-Debtor affiliates, comprised of the following:

a) Approximately $1.2 million arising from loans advanced from EG II to EG I to fund operating expenses of EG I for the period from October 1, 2019 through December 11, 2020 (the "**EG I Affiliate Intercompany Claim**");[8]

[7] Under the RSA the parties agreed that notwithstanding anything to the contrary in the Plan, upon the request of Mezzanine Lender, each of the Company Parties (as defined in the RSA) and the EG II Notes Trustee (on behalf of itself and the Series E Noteholders) shall consent to, and agree not to oppose or dispute, the Mezzanine Lender's right to raise or be heard on any issues relating to the EG I Priming Claims and Liens (as defined in the RSA) as of Claims Dispute Effective Date (as defined in the RSA), either directly or via derivative standing in the Subsidiary Bankruptcy Cases (as defined in the RSA), including, without limitation, the right to prosecute any objections or commence litigation relating to such EG I Priming Claims and Liens, in all respects, regardless of whether EG I in its business judgment believes it has reason to dispute such claims or liens.

[8] By agreement of the parties under the RSA, EG II's claim for reimbursement of these amounts will be waived in exchange for EG I making certain payments in respect of the allowed claim under the 2020 PSA Settlement Agreement.

b) Approximately $2.2 million arising from loans from All Year Holdings to EG I to fund operating expenses of EG I for the period from September 10, 2020 through August 10, 2021 (the "**BVI Intercompany Claim**")[9]; and

c) Approximately $1.38 million in principal amount, plus applicable interest thereon, arising from loans advanced from EG II to EG I to fund operating expenses of EG I for the period from February 1, 2021 through August 25, 2021 (the "**EG I Operating Expense Claim**").[10]

4. General Unsecured Claims. As of the date hereof, EG I owed approximately $7.7 million in trade payables and other general unsecured obligations. [11],[12] This does not include the mechanics' and materialmans' claims asserted against EG I.

(c) EG II Capital Structure

As of the date hereof, EG II's outstanding liabilities were comprised of (i) secured first lien Series E Notes, (ii) asserted mechanics', materialman's and similar lien claims, and (iii) general unsecured claims, each of which is summarized below.

1. Series E Secured Claims. Pursuant to that certain Deed of Trust, dated as of February 4, 2018 (as amended, modified, renewed, or supplemented from time to time, the "**Series E Deed of Trust**"), by and between All Year Holdings, as issuer, EG II, as co-borrower, and Mishmeret Trust Company Ltd. (the "**Series E Notes Trustee**"), All Year Holdings and EG II issued approximately $252.4 million in principal amount of secured, first lien notes (the "**Series E Notes**" and the holders thereof, the "**Series E Noteholders**"). EG II's obligations on the Series E Notes under the Series E Deed of Trust are secured by a first priority lien and security interest on, among other things, (i) the real property located at 54 Noll Street (Denizen Y) and all buildings, structures, fixtures and other improvements, (ii) all easements and rights-of-way pertaining to the property, (iii) all equipment related to the property, (iv) all awards or payments made with respect to the real

[9] The Mezzanine Lender disputes the Intercompany Claim asserted by All Year Holdings.

[10] By agreement of the parties under the RSA, EG II's claim for reimbursement of these operating expenses is to be paid in full in cash by EG I from the proceeds of EG I's proposed debtor-in-possession financing.

[11] This estimate includes amounts agreed to be paid by EG I and EG II as part of a settlement with a third party claimant to resolve a dispute arising out of a purported expired contract to purchase the Denizen entered into in January of 2020. Pursuant to the terms of the settlement agreement, dated August 31, 2020 (the "**2020 PSA Settlement Agreement**"), the Subsidiary Debtors have agreed that the claimant will have a single allowed $6 million claim for which each of EG I and EG II are jointly and severally liable, that will be paid in accordance with the Plan. On the Effective Date, the Series E Notes Trustee, on behalf of the Series E Noteholders, will pay to EG I, substantially contemporaneously with the payment of the 2020 PSA Claim, the amount necessary to ensure that EG I is responsible for no more than $3,636,000 on account of the 2020 PSA Claim. The Series E Noteholders and the Mezzanine Lender approved the terms of the 2020 PSA Settlement Agreement in connection with the RSA through which the Series E Noteholders will pay no more than $2,364,000 on account of the 2020 PSA Claim.

[12] This amount does not include contingent unliquidated claims which will be estimated for purposes of distribution which the Debtors may seek to have estimated for plan confirmation purposes.

property, (v) all leases, subleases, licenses, concessions or other agreements relating to the property, (vi) proceeds of any unearned premiums on any insurance policies covering the real property, (vii) all deposit accounts, securities accounts or other accounts maintained with the Series E Notes Trustee, (viii) all accounts receivable, contract rights, franchises, interests, estate or other claims relating to the real property, (ix) refunds, rebates and tax credits, (x) all agreements and contracts relating the property, (xi) all tradenames, trademarks, logos and copyright relating to the property, and (xii) all claims with respect to any damage to the real property or its improvements or fixtures. As of the date hereof, EG II owed approximately $267,606,793, in outstanding obligations under the Series E Notes, including principal, accrued interest, fees, expenses, and other amounts.

2. Asserted EG II Mechanic's and Materialmans' Lien Claims. As of the date hereof, approximately $7.1 million in mechanics', materialmans', and other similar lien claims had been asserted against the Denizen Y and EG II. The secured claims of the Series E Noteholders are senior in priority to any asserted mechanics' and materialmans' lien claims. As the proposed sale of the Denizen to the Purchaser and allocation of EG II Sale Proceeds will not yield sufficient funds to pay the claims of the Series E Noteholders in full, the Subsidiary Debtors believe that, consistent with section 506(a) of the Bankruptcy Code, any asserted mechanics', materialmans', or similar claims are wholly unsecured.

3. General Unsecured Claims. As of the date hereof, EG II owed approximately $6,550,000 in trade payables and other general unsecured obligations.[13] These general unsecured claims are in addition to the mechanics' and materialmans' claims asserted against EG II that, as discussed above, the Debtors believe to be wholly unsecured, as well as the unsecured deficiency claims of the Series E Noteholders on account of their Series E Notes in the approximate amount of $20 million.

III.
KEY EVENTS LEADING TO COMMENCEMENT OF CHAPTER 11 CASES

A. The Commencement of the Initial Debtor's Chapter 11 Case

The Debtors' business has been negatively impacted by the COVID 19 pandemic. Legislation providing for rent relief for tenants, as well as an increase in vacancy resulting from the economic shutdowns imposed in light of the pandemic, have adversely affected the Debtors' revenues. In particular, because the Denizen's value is derived from its rich amenities and shared spaces, the Debtors were disproportionately impacted when New York State and New York City required the shutdown of these amenities and shared spaces. The decline in revenues rendered the Subsidiary Debtors unable to pay required debt service to the Mezzanine Lender, JPM, and the Series E Noteholders and certain of their operating expenses on a current basis.

On December 2, 2020, EGM received notice that the Mezzanine Lender intended to commence a UCC sale of EGM's interests in EG I on February 5, 2021. At that time, All Year was engaged in discussions with various stakeholders throughout the corporate structure regarding a restructuring

[13] This estimate is inclusive of amounts owed by EG II in connection with the 2020 PSA Settlement Agreement.

of All Year and its various assets and operations, including the Debtors' interests in EG I and the Denizen.

Following All Year Holdings' suspension of interest payments on its unsecured bonds in November, 2020, All Year Holdings entered into an agreement with the Series E Notes Trustee, dated December 10, 2020, pursuant to which All Year Holdings agreed to, among other things, the appointment Mr. Joel Biran as Chief Restructuring Officer ("**CRO**") and the appointment of Mr. Ephraim Diamond, as Associate Restructuring Officer (the "**ARO**"). Those retentions were approved by the Board of Directors of All Year Holdings (the **"Board**") on December 30, 2020. On February 19, 2021, Mr. Biran provided notice to All Year Holdings that he would be resigning his positions as CEO and CRO, effective as of February 28, 2021. On March 4, 2021, Mr. Asaf Ravid was appointed by the Board as the Chief Executive Officer and CRO of All Year Holdings. Upon these appointments, All Year, with the assistance of its advisors, quickly moved to engage the Series E Noteholders and other stakeholders of All Year in a collaborative and cooperative process to explore potential restructuring alternatives for All Year.

Upon receiving the UCC sale notice, EGM immediately commenced discussions with the Mezzanine Lender's representatives regarding a potential postponement of the UCC sale to provide All Year Holdings with the time necessary to continue discussions with its various stakeholders regarding a path forward. EGM proposed to present the Mezzanine Lender with a value maximizing restructuring proposal, and, in the interim, EGM agreed to provide the Mezzanine Lender's advisors with certain financial information. EGM and the Mezzanine Lender agreed to a two-week adjournment of the UCC sale to February 23, 2021. The parties continued to engage during this time on a proposed transaction and potential sale structures with respect to the Denizen but did not agree on a path forward. The Mezzanine Lender declined to further extend or postpone the scheduled UCC sale. Accordingly, EGM had no choice but to commence its Chapter 11 Case on an emergency basis to protect the value of its property.

B. The Sale Process and the Purchase Agreement

Following the commencement of EGM's Chapter 11 Case, the Subsidiary Debtors commenced the Sale Process with the assistance of Meridian and their other professionals. Meridian, on behalf of the Subsidiary Debtors, initiated contact with approximately 2,000 parties to broadly market the Denizen and maximize the universe of potential bidders which encompassed private investors, institutions, and domestic and international multifamily investors. Meridian, on behalf of the Subsidiary Debtors, continued to follow up with these potential bidders through additional emails, video teleconferences, and telephone calls which resulted in approximately 142 investor groups executing confidentiality agreements, approximately 29 investor groups touring the Denizen properties, and all of those parties being provided access to a data room consisting of information sounding in past operating statements, staffing and payroll details, and applicable tax information.

Of those parties, approximately fifteen groups submitted first round bids and approximately six groups were invited to participate in the second round of the bidding process during which time they were provided access to additional diligence materials and encouraged to provide comments to a draft purchase and sale agreement. All bids received during the Sale Process contemplated a transaction to purchase the Denizen X and Denizen Y together.

The Purchaser was among the parties who submitted a first round bid and was selected to participate in the second round bidding process. In the Debtors' business judgment, the Purchaser's second round bid was most likely to achieve the Debtors' goal to maximize value for their estates through an efficient and consensual process. Specifically, the Purchaser had: (i) completed all of its due diligence on the Denizen, (ii) committed funds needed to close the transaction, and (iii) obtained any necessary required internal approvals to consummate the purchase. The only contingency included in the Purchaser's bid was that the Subsidiary Debtors consummate the transaction on the terms provided for under the Purchase Agreement through a pre-negotiated chapter 11 process and plan. Accordingly, the Subsidiary Debtors selected the Purchaser as the winning bidder, and the Purchaser worked with the Subsidiary Debtors and their professionals, as well as representatives of the Mezzanine Lender and the Series E Noteholders, to negotiate a final agreement governing the Denizen sale terms. Under the Purchase Agreement, the Denizen is to be sold for a total cash consideration of $506 million and the Purchaser's assumption of certain liabilities and obligations of the Subsidiary Debtors. Importantly, the Purchaser has agreed to offer to retain all employees[14] pursuant to and in accordance with their present terms of employment such that their employment will continue uninterrupted without loss of seniority, compensation, benefits or employment subject to the Union Agreements (as defined in the Purchase Agreement) and applicable law. The Purchaser shall effectuate the foregoing by, among other things, either directly executing an agreement with the employees current employers or by retaining a management company or agent and directing them to execute such agreements.

The following chart summarizes certain of the material terms of the Purchase Agreement:[15]

MATERIAL TERMS OF PURCHASE AGREEMENT	
Acquired Assets; Transferred Contracts; Indemnification Obligations	The Property is defined in Section 1 of the Purchase Agreement and includes, among other things, the Melrose Street Parcel and the Noll Street Parcel, including the buildings erected thereon, any and all other fixtures and improvements erected thereon, all fixtures and equipment attached or appurtenant thereto, the interest of the landlord in the Leases, all air and development rights appurtenant to the Land, and (to the extent assignable), all permits and licenses held solely for use in connection with the Land or Improvements. At Closing, Purchaser shall assume, *inter alia*, all of Sellers' right, title and interest as landlord or otherwise under each of the Leases and of any security deposits required to be held by Sellers on the Closing Date; all of Sellers' right, title and interest in and to the Contracts (to the extent assignable) and all other Contracts entered into by Sellers during the executory period; the administrative agent agreement with HPDC or HDC, and any payment obligations due thereunder to the extent first accruing on and after the Closing Date; any design and construction contracts,

[14] The Debtors do not have any employees but instead the Subsidiary Debtors are parties to contracts with PBS Facility Services Inc., Platinum Amenity Services and Dynamic Building Services pursuant to which such entities employee the Denizen staff. The Purchaser has agreed to honor these contracts to ensure that the Denizen staff's employment continues uninterrupted.

[15] All capitalized terms set forth in this section shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein. In the event of any inconsistencies between the provisions of the Purchase Agreement and the general description of such agreement set forth herein, the Purchase Agreement shall control.

	plans and specifications and building permits relating to Pending TI Work; all of the obligations pursuant to the Regulatory Agreement, the Mapping Agreement, the Union Agreements (to the extent set forth in Section 9.4 of the Purchase Agreement), and any other document recorded against the Properties; and any and all obligations pursuant to the Restrictive Declaration. Purchaser shall be solely responsible for and shall indemnify Sellers against and hold Sellers and Seller Related Parties harmless from any and all Employment Liabilities arising on or after the Closing Date with respect to Employees at the Properties on and after the Closing Date.
Closing Date	As set forth in Section 4.1 of the Purchase Agreement, the Closing shall take place on the date which is 150 days after the Petition Date, subject to (i) two (2) thirty (30) day extensions of the Closing Date (not to exceed sixty (60) days in the aggregate, or 210 days from the Petition Date for the Subsidiary Debtors) which may be exercised by Sellers or Purchaser in accordance with Section 4.1 of the Purchase Agreement; (ii) Purchaser's ability to adjourn the Closing Date to a date not later than the one (1) year anniversary of the Subsidiary Debtor Petition Date if certain milestones are not timely met in accordance with Section 9.1.9 of the Purchase Agreement; and (iii) other rights to adjourn the Closing in accordance with Sections 2.3, 10.1(i), 10.2 and/or 10.4 of the Purchase Agreement.
"No Shop" Provision	Section 9.1.11 of the Purchase Agreement provides that, upon execution and through termination of the Purchase Agreement, Sellers shall not market, solicit, or respond to offers or provide due diligence information with respect to the Properties or negotiate with any other party regarding a sale of all or any part of the Properties, subject to Sellers' fiduciary duties with respect to unsolicited expressions of interest, offers, or bids and any Bankruptcy Court order providing for or requiring a marketing and auction process.
Free and Clear of Liens, Claims and Encumbrances	Conveyance of title to the Properties to Purchaser shall be subject to the Permitted Exceptions (as such term is defined in the Purchase Agreement); provided that (x) Sellers shall seek an order in the Chapter 11 Cases of the Sellers that provides that the Properties are being sold to Purchaser free and clear of liens, claims and encumbrances, including, without limitation: (a) all mortgages encumbering the Properties, (b) Voluntary Liens (as such term is defined in the Purchase Agreement), (c) the Enumerated Liens (as such term is defined in the Purchase Agreement), (d) the Post-Execution Liens (as such term is defined in the Purchase Agreement), and (e) the Remaining Liens (as such term is defined in the Purchase Agreement); and (y) . As set forth more fully in the Purchase Agreement, in the event that the Bankruptcy Court fails to issue an order permitting the Properties to be sold free and clear of certain liens, Sellers may (at their option), pay such liens from the proceeds of the Purchase Price, bond them, or cause the Title Company to omit such liens from Purchaser's owner's policy of title insurance. Sellers may nevertheless satisfy their obligations to convey To the Remaining Liens are not discharged by order of the Bankruptcy Court, Sellers shall, subject to Sections 2.4 and 22 of the Purchase Agreement, pay, discharge or remove such Remaining Liens at Sellers' sole expense to the extent such liens are in a liquidated amount and do not exceed $1,250,000.00 in the aggregate..

Termination	Section 35.1 of the Purchase Agreement provides that the Parties may terminate the Purchase Agreement at any time prior to the Closing under the following conditions: (a) By written agreement of Purchaser and Sellers; (b) As set forth in Section 11.2 of the Purchase Agreement, by Purchaser if Sellers have breached any covenant or agreement required to be performed by Sellers pursuant to the Purchase Agreement and the Closing does not occur by reason thereof; (c) As set forth in Section 11.1 of the Purchase Agreement, by the Sellers in the event of a Purchaser Default; (d) By any party if (i) the Conditions to Closing set forth in Section 10 of the Purchase Agreement are not satisfied or waived by the party having the right to waive the applicable condition, (ii) either the Interim Bid Protections Order or Final Bid Protections Order are not entered by the Bankruptcy Court as provided for in Section 9.1.7 of the Purchase Agreement (as most recently amended on September 1, 2021), or (iii) the Closing does not occur by the Outside Date, other than as described at subsections (b), (c), (d)(i) or (d)(ii) of Section 35.1 of the Purchase Agreement; or (e) By Sellers, if (i) the Purchase Agreement is in full force and effect and Sellers determine in the exercise of their fiduciary duties to sell the Properties to a person or entity other than Purchaser or (ii) the Bankruptcy Court shall enter an order approving a sale or a chapter 11 plan that provides for any sale or other disposition of the Properties to a person or entity other than Purchaser, including by reason of an auction. In addition to what is set forth in Section 35.1(d)(ii), Section 9.1.7 of the Purchase Agreement provides that Purchaser may terminate the Purchase Agreement in the event that the Bankruptcy Court does not enter either an Interim Bid Protections Order on or before September 21, 2021 or a Final Bid Protections Order on or before October 5, 2021. Further, Purchaser may terminate the Purchase Agreement prior to Closing in the event of the occurrence of a Breach which has a Material Adverse Effect, subject to the right of Sellers to nullify such termination, all as set forth more fully in Section 11.3 of the Purchase Agreement. Lastly, Purchaser may terminate the Purchase Agreement in accordance with Section 12.2 thereof (as described more fully in the "Casualty and Condemnation" Section below).
Casualty and Condemnation	If, prior to the Closing, there shall occur damage to the Properties which would cost an amount greater than $7,500,000.00 to repair or a taking by condemnation of any material portion of the Properties (as such term is defined in Section 12.5 of the Purchase Agreement), Purchaser may elect to terminate the Purchase Agreement.

	If, prior to the Closing, there shall occur damage to the Properties which would cost an amount less than $7,500,000.00 to repair or a taking by condemnation of any portion of the Properties that is not material, neither party shall have the right to terminate the Purchase Agreement but Sellers shall assign to Purchaser all of Sellers' interest in any insurance proceeds or condemnation awards which may be payable to Sellers on account of such casualty or condemnation and Sellers shall pay to Purchaser the amount of the deductible, if any, under Sellers' Properties insurance policy(ies), less all reimbursable amounts not received by Sellers from any insurance proceeds or condemnation awards paid to Sellers prior to the Closing.
Treatment of Labor Agreements	As set forth more fully in Section 9.4 of the Purchase Agreement, Purchaser shall (i) pursuant to the terms of the Purchase Agreement, offer to retain all Employees, which employment (if accepted by the applicable Employee) will continue uninterrupted without loss of seniority, compensation, benefits or employment subject to the Union Agreements and applicable law; (ii) comply with the terms of the DBSWA; (iii) assume all of Sellers' obligations with respect to the prevailing wage requirements of Section 421-a of the Real Property Tax Law; (iv) either (a) execute an agreement with PBS Facility Services Inc., Platinum Amenity Services and Dynamic Building Services, causing such entities to remain responsible for the employees at the Properties, which will provide for the continued retention of all employees in accordance with their present terms of employment, or (b) retain another management company or agent to cause the foregoing to occur; (v) if required to avoid any liability to Sellers on account of the Employees or collective bargaining agreements (except in the event that Purchaser executes a management agreement with a party who is a party to the Union Agreement on the Closing Date with respect to the Properties), execute (or cause such designee reasonably acceptable to Purchaser and the Union to execute) the Union Assumption Agreement.

In addition, the Purchase Agreement provides Purchaser with the following standard bid protections (collectively, the "**Bid Protections**"):

(a) Break-Up Fee. The payment of a break-up fee by Sellers to Purchaser in the amount of $20 million (the "**Break-Up Fee**") in the event:

(i) the Purchase Agreement is terminated by Sellers following their election to exercise their fiduciary duties and the Properties are sold to a person other than Purchaser;

(ii) the Purchase Agreement is terminated by Sellers in the event the Properties are sold or disposed to a person or entity other than Purchaser pursuant to an order of the Court approving such sale or disposition or confirming a plan of reorganization that effects such sale or disposition;

(iii) Sellers perform a Sellers-Prohibited Act[16]; and/or

(iv) if (A) either the Intern Bid Protections Order or Final Bid Protections Order is entered, (B) the Purchase Agreement is terminated by Sellers to consummate an Alternate Transaction,[17] and (C) such Alternate Transaction is fully-consummated.[18]

(b) Expense Reimbursement. The reimbursement of reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with Purchaser's due diligence, negotiation, and entry into the Purchase Agreement not to exceed $150,000.00 (the "**Expense Reimbursement**") payable to Purchaser if the Purchase Agreement is terminated by:

(i) Purchaser due to Sellers' breach of any covenant or agreement required to be performed by Sellers thereunder and the Closing does not occur by reason thereof;

(ii) Purchaser if the Interim Bid Protections Order or Final Bid Protections Order are not entered by the Court as, when and how required;

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[16] As set forth in Section 35.2 of the Purchase Agreement, the term "Sellers-Prohibited Act" is defined as each of the following actions occurring (a) between the issuance of the Final Bid Protections Order and (b) the earlier of the Closing Date and the termination of the Purchase Agreement:

> Sellers (i) sell the Properties or any part thereof to a third-party other than Purchaser or a permitted assignee thereof, or (ii) lease substantially all of either Property to a third-party other than Purchaser or a permitted assignee thereof, or (iii) refinance any mortgage encumbering any portion of the Properties, which prevents Sellers from being able to complete their performance in accordance with the terms of this Agreement or renders Sellers unable to deliver title to Purchaser as required under this Agreement, or (iv) willfully take any act intended to cause a termination (other than as expressly permitted under the terms hereof) or rejection of this Agreement, in each case which prevents Sellers from being able to complete their performance in accordance with the terms of this Agreement or renders Sellers unable to deliver title to Purchaser as required under this Agreement.

[17] As set forth in Section 35.1(e) of the Purchase Agreement, the term "Alternate Transaction" is defined as either of the following:

> (i) if this Agreement is in full force and effect and Sellers determine in the exercise of their fiduciary duties to sell the Properties to a person or entity other than the Purchaser; or (ii) if the Bankruptcy Court shall enter an order approving a sale or a chapter 11 plan that provides for any sale or other disposition of the Properties to a person or entity other than Purchaser, including by reason of an auction.

[18] Provided that if such Alternate Transaction is an auction ordered by the Bankruptcy Court, the Break-Up Fee will only be payable so long as Purchaser permits the Purchase Agreement to remain in effect and to serve as a "stalking horse" contract. *See* Section 35.2(d) of the Purchase Agreement.

(iii) either Purchaser or Sellers if (A) the Conditions to Closing (as defined in the Purchase Agreement) are not satisfied or waived in accordance with the Purchase Agreement; or (B) the Closing does not occur by the Outside Date[19] (other than as set forth in Sections 35.1(b), (c), (d)(i) or (d)(ii) of the Purchase Agreement);

(iv) either Purchaser or Sellers if (A) the Final Bid Protections Order is entered and (B) the Court does not enter the Confirmation Order by the Outside Date;

(v) either Purchaser or Sellers if (A) the Bid Procedures Order is entered and (B) the Court directs an auction to be held, and Purchaser does not permit the Purchase Agreement to remain as a stalking horse contract; or

(vi) either Purchaser or Sellers, if Sellers do not obtain approval of the Series E Noteholders or the Executed RSA as and when required in accordance with the Purchase Agreement.[20]

The Purchase Agreement requires the Subsidiary Debtors to file a motion seeking interim and final approval of the Bid Protections within one day of the Petition Date of the Subsidiary Debtors. Purchase Agreement, Section 9.1.7. As set forth above, the Purchaser has the right to terminate the Purchase Agreement, and to receive the return of its deposits and payment of the Expense Reimbursement, in the event either the interim or final orders approving the Bid Protections are not granted in accordance with the timeline set forth therein. Purchase Agreement, § 9.1.7.

Following the consummation of the Sale Transaction, any tenant security deposits will remain fully funded and the Purchaser shall be the custodian of such deposits in accordance with applicable law. Pursuant to the Purchase Agreement, security deposits received from new tenants following the Petition Date will be placed into a new segregated account not to be used by the Subsidiary Debtors. As tenants move out of the Denizen during the course of the Chapter 11 Cases their security deposits will be returned to them in the ordinary course. As described further below in Section IV of this Disclosure Statement, the Subsidiary Debtors will file a motion on the Petition Date seeking authority to continue to honor their obligations with respect to tenant security deposits.

The Assignment Agreement. In connection with the execution of the Purchase Agreement, the Series E Notes Trustee, the Mezzanine Lender, and the Purchaser entered into that certain Assignment Agreement, dated August 31, 2021 (the "**Assignment Agreement**"). Pursuant to the

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[19] As set forth in Section 4.1 of the Purchase Agreement, the term "Outside Date" is defined as two hundred ten (210) days after the commencement date of the Subsidiary Debtors' Chapter 11 Cases. See Purchase Agreement, Section 4.1.

[20] As set forth above, following a vote of the Series E Noteholders in which they overwhelmingly voted to support the Purchase Agreement and the terms of a proposed restructuring to implement the terms of the Sale pursuant to a chapter 11 plan, the Subsidiary Debtors and the Series E Notes Trustee entered into the RSA.

Assignment Agreement, the Series E Notes Trustee and the Mezzanine Lender agreed, during the period between the effective date of the Assignment Agreement and the date of the first Termination Event[21] (the "**Gap Period**"), not to market, solicit or respond to offers for or provide due diligence information with respect to the Denizen or negotiate with any party other than the Purchaser with respect to the possible sale of all or any part of the properties, subject to its applicable fiduciary duties with respect to unsolicited expressions of interest, offers or bids and any Bankruptcy Court order that might be entered providing for or requiring a marketing and auction process. In the event of a Sellers-Prohibited Act during the Gap Period, the sale proceeds, up to the amount of the Break-Up Fee, in excess of what the Series E Notes Trustee or the Mezzanine Lender (or any of its affiliated entities and persons) would have received upon consummation of the transactions contemplated under the Purchase Agreement (the "**Excess Proceeds**") will be irrevocably assigned to the Purchaser, and such assigned proceeds will be the sole, absolute and permanent property of the Purchaser. The several (but not joint) respective obligations of the Series E Notes Trustee and the Mezzanine Lender for payment to the Purchaser of its share of the assigned proceeds shall be proportionate to such party's Agreed Proportion (as defined in the RSA) of the total amount of the sale proceeds in excess of what the Series E Notes Trustee and the Mezzanine Lender would have received upon consummation of the transactions contemplated under the Purchase Agreement. Neither the Debtors nor any other All Year entities are parties to the Assignment Agreement.

C. Negotiations with Key Creditors and the RSA

As the parties commenced negotiations regarding the sale of the Denizen and the commencement of the Chapter 11 Cases, their discussions centered on sale proceed allocation, treatment of intercompany loans existing among the Subsidiary Debtors, and assessment and allocation of liability regarding treatment of pre-petition contracts. Good-faith negotiations and information sharing by and among the Subsidiary Debtors, the Mezzanine Lender, and the Series E Notes Trustee ultimately culminated in the execution of the RSA on August 31, 2021. As set forth above, the parties entered into the RSA following a vote in which the Series E Noteholders voted by approximately 90% in number and 97% in amount to authorize and direct the Series E Notes Trustee to execute the RSA and to vote both their secured claims and substantial unsecured deficiency claims to accept a chapter 11 plan that complies with the RSA.

Pursuant to the RSA, the Series E Noteholders and the Mezzanine Lender have agreed to, until the RSA is terminated in accordance with the terms thereof, among other things, (i) use commercially reasonable efforts to support the Subsidiary Debtors' restructuring transactions, (ii) timely vote to accept the chapter 11 plan, and (iii) negotiate in good faith with the Subsidiary Debtors the forms of definitive documentation regarding the restructuring transaction. In return, the Debtors agreed to (i) act in good faith and take all reasonable actions necessary to consummate the restructuring transaction, (ii) timely satisfy milestones under the RSA and Purchase Agreement, and (iii) use

[21] "Termination Event" means the earliest of (i) termination of the Purchase Agreement, (ii) entry of the Interim Bid Protections Order, (iii) entry of the Interim Bid Protections Order being denied with prejudice, (iv) entry of the Bid Protections Order, (v) entry of a modified Bid Protections Order, (vi) entry of an order by the Bankruptcy Court denying the Subsidiary Debtors' motion for entry of the Bid Protections Order, and (vii) thirty-five (35) days from the Effective Date.

commercially reasonable efforts to make, seek or receive any filings, notifications, permits, approvals or the like from any regulatory body having jurisdiction over the Debtors. The RSA also permits the Debtors to terminate the RSA in the event that they reasonably determine in good faith based upon the advice of outside counsel that continued performance under the RSA or pursuit of the Restructuring Transactions (as defined in the RSA) would be inconsistent with the exercise of their fiduciary duties under applicable law.

The RSA established the following milestones for the Subsidiary Debtors' Chapter 11 Cases:

a) Commencement of the Subsidiary Debtor Chapter 11 Cases by no later than September 14, 2021, at 11:59 p.m. (Prevailing Eastern Time);

b) Filing by the Subsidiary Debtor of a motion establishing a deadline to file claims against the Debtors in the Chapter 11 Cases by no later than September 28, 2021, at 11:59 p.m. (Prevailing Eastern Time);

c) Filing by the Subsidiary Debtors of the Plan, the Disclosure Statement, and the motion seeking approval of the Disclosure Statement and the Plan Solicitation Materials by no later than September 14, 2021, at 11:59 p.m. (Prevailing Eastern Time);

d) Entry of an order confirming the Plan by no later than January 28, 2022, at 11:59 p.m. (Prevailing Eastern Time); and

e) The occurrence of the effective date of the Plan by no later than February 11, 2022, at 11:59 p.m. (Prevailing Eastern Time); *provided*, *however*, that such Plan Effective Date Deadline shall automatically be extended to coincide with the Closing Date (as defined in the Purchase Agreement as of the date hereof).

RSA, § 7(a).

During the period of negotiating and finalizing the RSA, the Subsidiary Debtors commenced the process of preparing to file their Chapter 11 Cases. In addition to Weil, Gotshal & Manges LLP, as counsel, the Debtors retained CohnReznick LLP, to serve as financial advisor, and Donlin Recano & Co, as claim, noticing and solicitation agent.

During that time, with the assistance of their professionals, the Subsidiary Debtors negotiated and secured the consensual use of cash collateral from each of their senior, secured lenders at EG I and EG II, as well as a commitment for a secured debtor-in-possession financing loan from an affiliate of the Mezzanine Lender (the "**DIP Financing**") to be used to finance EG I's operations and pay expenses in accordance with the approved budget on the terms set forth in the documents governing the DIP Financing and summarized below. The proposed DIP Financing is for EG I only (will not be used for EG II), and EG II is neither a borrower under that facility nor will any of EG II's assets be used to secure the obligations of EG I under the DIP Facility. As of the date hereof, EG II had sufficient funds in the form of cash on hand and forecasted receivables to fund its operations and expenses during the Chapter 11 Cases.

D. Prepetition Solicitation of the Plan and the Commencement of the Subsidiary Debtors' Chapter 11 Cases

In accordance with the timeline set forth in the Purchase Agreement and RSA, the Debtors, together with representatives of the Purchaser, the Series E Notes Trustee, and the Mezzanine Lender, negotiated and prepared the Plan and Disclosure Statement and related solicitation materials.

On the date hereof, the Subsidiary Debtors commenced the solicitation of votes from each class of the Subsidiary Debtors' voting creditors entitled to vote on the Plan through this Disclosure Statement. The process by which the Debtors have, or intend to, commence solicitation of votes to accept or reject the Plan from each of the impaired voting creditor classes is described below.

a) **EG I:** As set forth above, all of the creditors and interest holders of EG I are unimpaired and holders of Allowed Claims and Allowed Interests will be paid in full under the Plan. Accordingly, each of the classes of creditors and interest holders of EG I are, pursuant to section 1126(f) of the Bankruptcy Code, presumed to accept the Plan and none of EG I's creditors or interest holders have been, or will be, solicited in connection with the Plan (collectively, the "**EG I Non-Voting Classes**"). The holders of Claims against, and Interests in, EG I will receive notice of the hearing to consider approval of this Disclosure Statement and confirmation of the Plan and related dates and deadlines.

b) **EG II:** With respect to EG II, holders of claims in Class 2 (Series E Secured Claims) and Class 5 (General Unsecured Claims) are the only impaired voting classes of creditors of EG II under the Plan (the "**EG II Voting Classes**"). In addition to trade and other general unsecured creditors, Class 5 (General Unsecured Claims) includes the deficiency claims of the Series E Noteholders and the claims of any parties that have asserted mechanic's, materialman's or other similar lien claims against EG II which the Debtors believe are wholly unsecured because the Series E Noteholders have recorded their liens first in time which grants them priority under applicable New York law, and the EG II Sale Proceeds will be insufficient to pay Series E Noteholders and mechanics' lienholders in full. Holders of Claims against EG II in Class 1 (Priority Non-Tax Claims), Class 3 (Other Secured Claims), and Class 4 (Convenience Claims) are unimpaired under the Plan and, pursuant to section 1126(f) of the Bankruptcy Code, these classes are presumed to have accepted the Plan and have not been and will not be solicited. Nor are the Debtors required to solicit votes from the holders of Claims in Class 6 (Intercompany Claims) and Interests in Class 7 (Equity Interests), as such classes will not receive or retain any property under the Plan and, pursuant to section 1126(g) of the Bankruptcy Code, are deemed to reject the Plan (EG II Class 1, Class 3, Class 4, Class 6, and Class 7, collectively, the "**EG II Non-Voting Classes**"). On the date hereof, the Subsidiary Debtors, through their Voting Agent, caused copies of the Solicitation Packages (as defined below) to be transmitted to (i) the Series E Notes Trustee, on behalf of the Series E Noteholders on account of their Class 3 Series E Secured Claims and their Class 5 General Unsecured deficiency

claims, and (ii) the other holders of Class 5 General Unsecured Claims against EG II. The Subsidiary Debtors transmitted one Solicitation Package to the Trustee on account of the Series E Noteholder Class 3 Series E Secured Claims and their Class 5 Series E Deficiency Claims. Approximately 40 total Solicitation Packages were transmitted to the other holders of Class 5 General Unsecured Claims against EG II.

c) **EGM:** With respect to EGM, the Mezzanine Lender, as the holder of the Class 2 (Mezzanine Loan Claim), is the only known creditor of EGM and the only party entitled to vote under the Plan with respect to EGM (the "**EGM Voting Class**" and, together with the EG II Voting Classes, the "**Voting Classes**"). To the extent there are any Class 1 (Priority Non-Tax Claims) Claims against EGM, those claims to the extent allowed will be unimpaired and paid in full. All other classes of Claims against, or interests in, EGM will not receive or retain any property under the Plan, are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code, and, as such, their votes will not be solicited with respect to the Plan (Class 1 (Priority Non-Tax Claims) and Class 3 (Equity Interests) of EGM, collectively, the "**EGM Non-Voting Classes**" and, together with the EG I Non-Voting Classes and the EG II Non-Voting Classes, the "**Non-Voting Classes**")). Due to EGM's status as a debtor in possession, the Debtors have not yet commenced the solicitation of the votes of the Mezzanine Lender, and anticipate requesting conditional approval of this Disclosure Statement following the commencement of the Subsidiary Debtors' Chapter 11 Cases for the sole purpose of allowing them to solicit the Mezzanine Lender's vote on the Plan. Given that the Mezzanine Lender is a party to the RSA, the Debtors expect that the Mezzanine Lender will vote to accept the Plan very shortly after conditional approval is granted.

With the solicitation on the Plan underway, the Subsidiary Debtors intend to commence their Chapter 11 Cases and the Debtors intend to promptly seek a joint hearing from the Court to consider the adequacy of this Disclosure Statement and confirmation of their Plan and to proceed promptly to closing on the proposed Sale Transaction in order to maximize value and expedite distributions to the holders of allowed claims and allowed interests as provided for in the Plan.

IV.
ANTICIPATED EVENTS DURING CHAPTER 11 CASES

As set forth above, the Initial Debtor (EGM), commenced filed a voluntary petition under chapter 11 of the Bankruptcy Code on February 22, 2021. In accordance with the RSA, the Subsidiary Debtors anticipate filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code on or about September 14, 2021. The filing of the petitions will commence the Subsidiary Debtors' Chapter 11 Cases, at which time the Subsidiary Debtors will be afforded the benefits, and become subject to the limitations, of the Bankruptcy Code.

The Debtors intend to continue to operate their business in the ordinary course during the pendency of the Chapter 11 Cases as they had prior to commencing the Chapter 11 Cases. To facilitate the efficient and expeditious implementation of the Plan through the Chapter 11 Cases, and to minimize disruptions to the Subsidiary Debtors' operations on the Petition Date, the Subsidiary

Debtors intend to seek to have the Chapter 11 Cases assigned to the same bankruptcy judge and administered jointly with the Chapter 11 case of EGM, and to file various motions seeking important customary "first day" relief as described further below from the Bankruptcy Court. Such relief, if granted, will assist in the administration of the Chapter 11 Cases; however, there can be no assurance that the requested relief will be granted by the Bankruptcy Court.

A. Prepetition Solicitation

Before the Subsidiary Debtor Petition Date, the Subsidiary Debtors intend to send Solicitation Packages (as further set forth in Section XI of this Disclosure Statement) to creditors in the EG II Voting Classes for solicitation of their votes in connection with the Plan. Subject to the Bankruptcy Court's conditional approval of this Disclosure Statement, the Debtors will distribute this Disclosure Statement and solicit approval of the Plan from the Mezzanine Lender.

B. Commencement of Chapter 11 Cases and First Day Motions

On the date that they commence their Chapter 11 Cases, the Subsidiary Debtors intend to file various motions seeking relief from the Bankruptcy Court and requesting authority for the Debtors to maintain their operations in the ordinary course. Such relief is designed to ensure a seamless transition between the Subsidiary Debtors' prepetition and postpetition business operations, facilitate a smooth reorganization through the Chapter 11 Cases, and minimize any disruptions to the Subsidiary Debtors' operations. The following is a brief overview of the relief the Subsidiary Debtors intend to seek on the Petition Date to maintain their operations in the ordinary course.

1. Debtor In Possession Financing and Cash Collateral

The Subsidiary Debtors have different revenue streams and different expenses. To address EG I's working capital needs and fund the expenses associated with its reorganization, on or immediately after the Petition Date, EG I intends to seek Bankruptcy Court approval of an agreement with the Mezzanine Lender pursuant to which an affiliate of the Mezzanine Lender will make available, subject to the terms of the agreement, to EG I a DIP Term Loan, part of which will be available on an interim basis and the balance of which will be available upon entry of a final order of the Bankruptcy Court approving the DIP Facility. In addition, EG I will enter into an agreement with its senior secured lender, JPM, pursuant to which JPM will allow EG I to use Cash Collateral (as defined in the Bankruptcy Code), and EG II will enter into an agreement with its senior secured lender, the Series E Noteholders, pursuant to which the Series E Noteholders will allow EG II to use Cash Collateral. The DIP Facility will be a new money non-amortizing facility. The DIP Facility will contain representations, warranties, covenants, conditions, and events of default that are customary for debtor-in-possession credit facilities. EG I's obligations under the DIP Facility will be secured by all of EG I's real and personal property, whether now existing or hereafter arising and wherever located, tangible and intangible and will be subject to an intercreditor agreement with JPM.

EG II will be able to address its working capital needs and fund the expenses associated with its reorganization without debtor in possession financing, provided that it is entitled to use the cash collateral of the Series E Noteholders. The Series E Notes Trustee, on behalf of the Series E Noteholders, has also agreed to the terms for EG II's use of cash collateral, subject to certain

limitations and conditions, including the provision of adequate protection, as more fully set forth in the Cash Collateral Motion and Proposed Order (as defined herein).

On the Petition Date for the Subsidiary Debtors, the Subsidiary Debtors intend to seek authority from the Bankruptcy Court for: (i) EG I to enter into the DIP Facility and use Cash Collateral in the ordinary course, subject to the terms of the DIP Facility and (ii) EG II to use Cash Collateral in accordance with the terms agreed to with the Series E Notes Trustee (the "**Cash Collateral Motion and Proposed Order**").

On the Effective Date of the Plan, EG I will pay all of its obligations under the DIP Facility in cash in full.

2. Bid Protections Motion

To provide the Purchaser with standard and customary protections afforded to buyers of estate assets subject to a chapter 11 proceeding, the Debtors will file a motion seeking interim and final relief requesting the Bankruptcy Court's approval of the following: (a) the payment of a break-up fee by the Subsidiary Debtors to the Purchaser in the amount of $20,000,000 (*i.e.*, approximately 3.9% of the purchase price), in the event the Subsidiary Debtors terminate the Purchase Agreement under certain circumstances or an alternative transaction is consummated to a third-party purchaser, and (b) reimbursement of reasonable costs and expenses incurred in connection with the Purchaser's due diligence and entry in to the Purchase Agreement not to exceed $150,000 if the Purchase Agreement is terminated under certain circumstances, certain deadlines and milestones are not satisfied, or interim relief is not granted.

3. Cash Management System

In the ordinary course of business, the Subsidiary Debtors utilize an integrated, centralized cash management system to collect, transfer, and disburse funds generated by their operations (the "**Cash Management System**"). The Cash Management System is comprised of approximately five (5) bank accounts at various financial institutions (the "**Banks**") to accommodate different business divisions and to collect, organize and track various forms of customer receipts (collectively, the "**Bank Accounts**"). The Cash Management System enables the Subsidiary Debtors to efficiently collect and disburse cash generated by their business (including the collection of rents from their tenants), pay their financial obligations, centrally control and monitor corporate funds and available cash, comply with the requirements of their financing agreements, reduce administrative expenses, and efficiently obtain accurate account balances and other financial data. It is critical that the Cash Management System remain intact to ensure seamless continuation of transactions and uninterrupted collection of revenues. On the Subsidiary Debtor Petition Date, the Subsidiary Debtors intend to seek authority from the Bankruptcy Court to continue the use of their existing cash management system, bank accounts, and related business forms facilitate the efficient administration of the Chapter 11 Cases.

4. Critical Vendor and Tenant Obligations

The Subsidiary Debtors are managed pursuant to the terms of a management agreement with All Year Management NY, Inc., which operates as Smart Management NY, Inc. (the "**Management Company**") through which, the Management Company, among other things, (i) leases and keeps

leased to tenants spaces available for lease, and (ii) maintains and operates the Denizen property through upkeep and repairs. The Subsidiary Debtors pay the Management Company their respective portion of a monthly fee of approximately $100,430.00 for the operation of the Denizen. The Subsidiary Debtors do not have any employees. Instead, the personnel and staff that operate the Denizen are employed pursuant to three separate agreements with PBS Facility Services Inc., Platinum Amenity Services and Dynamic Building Services (the "**Employment Companies**"). The Subsidiary Debtors pay the Employment Companies their respective portion of the costs for the personnel and staff provided by the Employment Companies (the "**Staffing Agencies**"). On the Subsidiary Debtor Petition Date, the Subsidiary Debtors will file a motion requesting authorization and discretion to pay their respective obligations with respect to prepetition claims of certain critical vendors, including the prepetition claims of the Management Company, the Staffing Agencies, and certain other limited vendors and suppliers. In addition, the Subsidiary Debtors will request authority to continue to honor their respective obligations with respect to tenant security deposits.

5. Utilities

In the ordinary course of business, the Subsidiary Debtors incur certain expenses related to essential utility services, such as electricity, gas, water, and telecommunications. Accordingly, on the Petition Date, the Subsidiary Debtors intend to seek (i) authority from the Bankruptcy Court to continue to make their respective payments to such utility providers in the ordinary course and (ii) approval of procedures to provide such utility providers with adequate assurance that the Subsidiary Debtors will continue to honor their respective obligations in the ordinary course.

6. Insurance

In connection with the operation of the Subsidiary Debtors' businesses and the management of their properties, the Subsidiary Debtors maintain various insurance policies designed to protect their property, assets, and business operations. The types of insurance policies maintained by the Subsidiary Debtors include general liability, umbrella and excess umbrella, and property insurance. The maintenance of certain insurance coverage is essential to the Subsidiary Debtors' operations and is required by law, various regulations, financing agreements, and contracts. The Subsidiary Debtors believe that the satisfaction of their insurance obligations, whether arising pre- or postpetition, is necessary to maintain the Subsidiary Debtors' relationships with their insurance providers and ensure the continued availability and commercially reasonable pricing of such insurance coverage. Accordingly, on the Subsidiary Debtor Petition Date, the Subsidiary Debtors intend to seek authority from the Bankruptcy Court to continue to honor their respective insurance obligations in the ordinary course.

C. Other Procedural Motions and Retention of Professionals

The Subsidiary Debtors intend to file various motions that are common to chapter 11 proceedings of similar size and complexity as the Chapter 11 Cases, including applications to extend the deadline to file their statements of assets and liabilities and their schedules of financial affairs and to retain various professionals to assist the Subsidiary Debtors in the Chapter 11 Cases.

D. Combined Disclosure Statement and Confirmation Hearing

Contemporaneously with the filing of the Subsidiary Debtors' Chapter 11 Cases, the Debtors will seek an order of the Bankruptcy Court scheduling a joint Disclosure Statement and Confirmation Hearing to consider (i) the adequacy of the Disclosure Statement and the Solicitation in connection therewith and (ii) confirmation of the Plan. The Subsidiary Debtors anticipate that notice of these hearings will be published and mailed to all known holders of Claims and Interests within one (1) business day after entry of the order on the solicitation procedures motion. In addition, the Subsidiary Debtors anticipate that holders of Claims and Interests will receive notice of the hearing to consider approval of this Disclosure Statement and confirmation of the Plan and related dates and deadlines.

E. Timetable for Chapter 11 Cases

In accordance with the Purchase Agreement and the RSA, the Subsidiary Debtors are obligated to proceed with the prompt implementation of the Sale Transaction through the Plan. Among the milestones contained in the Purchase Agreement and the RSA is the requirement that the Bankruptcy Court enter the order approving the Disclosure Statement and the solicitation procedures and confirming the Plan within 35 calendar days after the Petition Date. Although the Subsidiary Debtors will request that the Bankruptcy Court manage the cases according to the timetable set forth in the Purchase Agreement and the RSA, there can be no assurance that the Bankruptcy Court will grant such relief. Achieving the various milestones is crucial to reorganizing the Subsidiary Debtors successfully. Below is a proposed timetable for the Chapter 11 Cases (subject to the Bankruptcy Court's calendar):

Proposed Timetable	
Voting Record Date	August 19, 2021
Commencement of Solicitation (to all voting creditors other than the Mezzanine Lender)	September 13, 2021
Subsidiary Debtor Petition Date	September 14, 2021
Distribution of Combined Notice	September 17, 2021
Plan Supplement Deadline	October 11, 2021, at 5:00 p.m. (Eastern Time)
Plan Voting Deadline	October 18, 2021, at 5:00 p.m. (Eastern Time)
Objection Deadline	October 18, 2021, at 5:00 p.m. (Eastern Time)
Reply Deadline	October 25, 2021, at 5:00 p.m. (Eastern Time)
Combined Disclosure Statement and Confirmation Hearing	On or about October 29, 2021

V.
PENDING LITIGATION

There is pending litigation against the Subsidiary Debtors in Kings County, New York sounding in various civil actions. Any liability of the applicable Subsidiary Debtor will be treated as a general unsecured claim under the Plan and entitled to the treatment provided under the Plan. The Subsidiary Debtors do not expect any liability that they may have in these matters will have a material adverse effect on the expected distributions to holders of Allowed Claims. To the extent that these asserted claims (and any other contingent, unliquidated or disputed Claims) are not timely liquidated, the Debtors may seek to have them estimated for plan confirmation purposes. The Subsidiary Debtors, however, cannot predict with certainty the outcome or effect of pending or threatened litigation or legal proceedings, and the eventual outcome could materially differ from their current assessment. As set forth in the Plan, the Subsidiary Debtors have settled with the 2020 PSA Claimant as provided for under the 2020 PSA Settlement Agreement whereby the 2020 PSA Claimant will have a single Allowed General Unsecured Claim against EG I and EG II in the amount of $6.0 million. The 2020 PSA Claim shall be Allowed as a General Unsecured Claim against each of EG I and EG II and shall be paid by EG I and EG II, severally as to the amount and timing, in accordance with, and pursuant to, the 2020 PSA Settlement Agreement, the Plan, and the RSA.

VI.
SUMMARY OF PLAN

This section of the Disclosure Statement summarizes the Plan, a copy of which is annexed hereto as **Exhibit A.** This summary is qualified in its entirety by reference to the Plan.

A. Administrative Expense, Priority Claims and DIP Claims

1. Administrative Expense Claims

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, each holder of an Allowed Administrative Expense Claim (other than a Fee Claim), shall receive, in full and final satisfaction, settlement, and release of such Claim against the applicable Debtor, Cash in an amount equal to such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date, and (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim; provided, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by a Debtor, as Debtor in Possession, shall be paid by the applicable Debtor or the Plan Administrator for such Debtor, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of the Plan and any course of dealing or agreements governing, instruments evidencing, or other documents relating to such transactions.

2. Fee Claims

All Entities seeking an award by the Bankruptcy Court of Fee Claims shall file and serve on counsel to the Debtors, the U.S. Trustee, counsel to the Mezzanine Lender, and counsel to the

Series E Notes Trustee, on or before the date that is forty-five (45) days after the Effective Date, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date. Objections to any Fee Claims must be filed and served on counsel to the Debtors, the U.S. Trustee, counsel to the Mezzanine Lender, counsel to the Series E Notes Trustee, and the requesting party no later than twenty-one (21) calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by the Debtors and the party requesting compensation of a Fee Claim, or as approved by the Court).

Allowed Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court (i) on the date upon which an order relating to any such Allowed Fee Claim is entered or as soon as reasonably practicable thereafter; or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the applicable Debtor or the Plan Administrator. Notwithstanding the foregoing, any Fee Claims that are authorized to be paid pursuant to any administrative orders entered by the Bankruptcy Court may be paid at the times and in the amounts authorized pursuant to such orders.

No later than 10 days prior to the Effective Date, holders of Fee Claims shall provide a reasonable estimate of unpaid Fee Claims incurred in rendering services prior to the Effective Date to the Debtors or Plan Administrator, as applicable, the Mezzanine Lender, and the Series E Notes Trustee and the applicable Debtor (or Plan Administrator if applicable) shall, subject to the Plan, separately escrow from funds of such Debtor such estimated amounts in a Professional Fees Escrow Account for each Debtor for the benefit of the holders of the Fee Claims against such Debtor until the fee applications related thereto are resolved by Final Order or agreement of the parties. If a holder of a Fee Claim does not provide an estimate, the Debtors or the Plan Administrator, as applicable, may estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Fee Claim, and provide notice thereof to the Mezzanine Lender and the Series E Notes Trustee. Each Professional Fees Escrow Account shall be treated as a trust account for the benefit of holders of Fee Claims against the applicable Debtor and otherwise subject to the terms of the Plan. When all such Allowed Fee Claims have been paid in full, any remaining amount in a Professional Fees Escrow Account shall promptly be released from such escrow and revert to, and ownership thereof shall vest in, the applicable Post-Effective Debtor for distribution in accordance with the terms hereof without any further action or order of the Bankruptcy Court.

The Plan Administrator is authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

3. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against a Debtor shall receive, in full and final satisfaction, settlement, and release of such Allowed Priority Tax Claim, at the sole option of the applicable Debtor or the Plan Administrator, (a) Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date;

(ii) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim; and (iii) the date such Allowed Priority Tax Claim is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; provided, that, in each case, the applicable Debtor or Plan Administrator, reserves the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.

4. DIP Claims

On the Effective Date, in full and final satisfaction of the Allowed DIP Claims, to the extent any DIP Obligations remain unpaid, the commitments of the DIP Lender under the DIP Documents shall be terminated and the DIP Claims shall be paid in full in Cash. The contingent or unliquidated expense reimbursement and indemnity obligations of EG I under the DIP Documents, and the Liens securing the same, to the extent not paid in full in Cash on the Effective Date or otherwise satisfied by EG I in a manner reasonably acceptable to the DIP Lender, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or the Confirmation Order, but shall attach to the EG I Sale Proceeds, notwithstanding any provision hereof or thereof to the contrary.

5. Cash Collateral/Adequate Protection Claims

On the Effective Date, to the extent any Cash Collateral Obligations remain unpaid, the commitments under the Cash Collateral Orders of JPM and the Series E Notes Trustee, as applicable, shall terminate and all Allowed Cash Collateral Claims shall be paid in full in Cash. Any contingent or unliquidated expense reimbursement and indemnity obligations of the Subsidiary Debtors arising under the Cash Collateral Orders, and the Liens securing the same, to the extent not paid in full in Cash on the Effective Date or otherwise satisfied in a manner acceptable to JPM and the Series E Notes Trustee, as applicable, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or the Confirmation Order, and shall attach to the EG I Sale Proceeds or the EG II Sale Proceeds, as applicable, notwithstanding any provision hereof to the contrary.

B. Classification of Claims and Interests

1. Separate Plans

This Plan constitutes a separate chapter 11 plan for each Debtor. Votes to accept or reject the Plan shall be solicited by each Debtor. If this Plan is approved for each of the Debtors, all classes of Claims against the Debtors shall be treated as provided for in this Plan. The Plan shall not be confirmed for any Debtor unless it is confirmed for each of the Debtors. All Claims and Interests are to be treated on a Debtor by Debtor basis with the assets of each Debtor's estate only being distributed on account of Allowed Claims and Allowed Interests of such Debtor. Claims against each Debtor, other than Administrative Expense Claims, Fee Claims, and Priority Tax Claims (which are not classified but are treated under the Plan on a Debtor by Debtor basis) are classified

for all purposes (unless otherwise specified), including voting and Distribution pursuant to the Plan.

2. Classification in General

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; provided, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3. Summary of Classification

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified.

Claims Against and Interests in EG I

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	JPM Secured Claims	Unimpaired	No (Presumed to accept)
3	Other Secured Claims	Unimpaired	No (Presumed to accept)
4	General Unsecured Claims	Unimpaired	No (Presumed to accept)
5	Intercompany Claims	Unimpaired	No (Presumed to accept)
6	Equity Interests	Unimpaired	No (Presumed to accept)

Claims Against and Interests in EG II

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	Series E Secured Claims	Impaired	Yes
3	Other Secured Claims	Unimpaired	No (Presumed to accept)
4	Convenience Claims	Unimpaired	No (Presumed to accept)
5	General Unsecured Claims	Impaired	Yes
6	Intercompany Claims	Impaired	No (Deemed to reject)
7	Equity Interests	Impaired	No (Deemed to reject)

Claims Against and Interests in EGM

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	Mezzanine Loan Claim	Impaired	Yes
3	Equity Interests	Impaired	No (Deemed to reject)

4. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing in the Plan shall affect the rights of the Debtors or the Plan Administrator, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

5. Elimination of Vacant Classes

Any Class of Claims against in the Debtors that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

6. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Claims eligible to vote and no holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request that the Bankruptcy Court at the Confirmation Hearing deem the Plan accepted by the holders of such Claims in such Class.

7. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

The Debtors shall seek confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any Class of Claims or Interests that rejects or is deemed to reject the Plan. The Debtors reserve the right to modify the Plan to the extent, if any, that confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

C. Treatment of Claims and Interests for EG I

1. Priority Non-Tax Claims

Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EG I agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is

reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.

2. JPM Secured Claim

Except to the extent that the holder of the JPM Secured Claims agrees to a less favorable treatment and in accordance with the DIP Standstill Agreement, in full and final satisfaction, settlement and release of such Allowed JPM Secured Claims against EG I, on or as soon as practicable after the Effective Date, the holder of the Allowed JPM Secured Claims shall receive Cash in an amount equal to such holder's Allowed JPM Secured Claims.

3. Other Secured Claims

Except to the extent that a holder of an Allowed Other Secured Claim against EG I agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against EG I will receive, on account and in full satisfaction of such Allowed Claim, at the sole option of the Plan Administrator: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) return of the applicable collateral or the proceeds thereof in satisfaction of the Allowed amount of such Other Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired.

4. General Unsecured Claims

Except to the extent that a holder of an Allowed General Unsecured Claim against EG I agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Allowed General Unsecured Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such General Unsecured Claim becomes an Allowed General Unsecured Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed General Unsecured Claim Unimpaired.

5. Intercompany Claims

Except to the extent that EG II, the Mezzanine Lender, and the Series E Notes Trustee agree to less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Class 5 Allowed Intercompany Claims: (i) EG II shall not receive any distribution on the Effective Date on account of the EG I Affiliate Intercompany Claim. Instead, the distribution that would otherwise be payable to EG II on account of the EG I Affiliate Intercompany Claim shall be retained by EG I and utilized by EG I to partially pay the 2020 PSA Claim, as provided under the RSA, and any remaining amounts owed to EG II on account of the EG I Affiliate Intercompany Claims shall be waived and deemed satisfied, settled and released in full by EG II and its Estate; (ii) the BVI Intercompany Claim shall be treated by the parties in accordance the RSA and shall not be Allowed or paid by EG I or the Plan Administrator, until the earlier to occur of (A) the written consent by the Mezzanine Lender; or (B) the entry of a Final Order requiring such payment; and (iii) the EG I Operating Expense Claim shall have been paid in full by EG I to EG II, without

setoff, recoupment, or deduction, or reduction in anyway, from the proceeds of the DIP Loan, in accordance with the DIP Budget, and such amounts shall constitute Allowed DIP Claims of the DIP Lender.

6. Equity Interests

On or as soon as reasonably practicable after the Effective Date, following the payment of all Allowed Claims against EG I, all of the Assets of EG I, including all Cash, Avoidance Actions, and other Causes of Action of EG I, shall be transferred to EGM, in full and final satisfaction, compromise, settlement, release, and discharge of the Allowed Equity Interests, and all Equity Interests in EG I shall be cancelled and extinguished and EG I shall be deemed dissolved under applicable non-bankruptcy law; provided, however, that Post-Effective Date EGM shall continue to maintain the EG I Disputed Claims Reserve for the benefit of holders of Disputed Claims against EG I.

D. Treatment of Claims and Interests for EG II

1. Priority Non-Tax Claims

Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EG II agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.

2. Series E Secured Claims

Except to the extent that a holder of an Allowed Series E Secured Claim against EG II agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Allowed Series E Secured Claim (but not the Series E Notes Deficiency Claims), on or as soon as practicable after the Effective Date, each holder of an Allowed Series E Secured Claim shall receive its Pro Rata Share of the Series E Secured Claim Distribution.

3. Other Secured Claims

Except to the extent that a holder of an Allowed Other Secured Claim against EG II agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim will receive, on account and in full satisfaction of such Allowed Claim, at the sole option of the Plan Administrator: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) return of the applicable collateral or the proceeds thereof in satisfaction of the Allowed amount of such Other Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired.

4. Convenience Claims

Except to the extent that a holder of an Allowed Convenience Class Claim against EG II agrees in writing to less favorable treatment, on the Effective Date, each holder of an Allowed Convenience Claim shall receive payment in Cash in the amount of its Allowed Convenience Claim, in full and final satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Convenience Class Claim.

5. General Unsecured Claims

Except to the extent that a holder of an Allowed General Unsecured Claim against EG II agrees to less favorable treatment, in full and final satisfaction and release of, and in exchange for the General Unsecured Claims of EG II (but not any Series E Noteholders' claims against the BVI Parent), each holder thereof shall receive its Pro Rata Share of the amounts recovered by the Plan Administrator, if any, from the prosecution of Avoidance Actions and other Causes of Action of Post-Effective Date EG II, to the extent such Avoidance Actions and Causes of Action do not constitute collateral of the Series E Noteholders under the Series E Indenture or the Cash Collateral Orders, net of fees and expenses associated with prosecuting such action. The Plan Administrator shall make distributions to the holders of General Unsecured Claims against EG II from such proceeds as and when the Plan Administrator deems appropriate, after consultation with the Series E Notes Trustee. The rights to such proceeds shall be nontransferable except by will, intestate succession, or operation of law.

6. Intercompany Claims

The holders of Allowed Intercompany Claims against EG II shall not receive or retain any property under the Plan on account of such Claims.

7. Equity Interests

On or after the Effective Date, all Equity Interests in EG II shall be cancelled. The existing holder of the Equity Interests in EG II shall neither receive nor retain any property of EG II or direct interest in property of EG II on account of such Equity Interest.

E. Treatment of Claims and Interests for EGM

1. Priority Non-Tax Claims

Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EGM agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.

2. Mezzanine Loan Claim

Except to the extent that the holder of the Mezzanine Loan Claim agrees to a less favorable treatment, in final settlement of such Mezzanine Loan Claim as against EGM, on or as soon as practicable after the Effective Date, the holder of the Allowed Mezzanine Loan Claims shall receive (i) the Excess EGM Cash; (ii) its Pro Rata Share of the amounts recovered by the Plan Administrator of EGM, if any, from the prosecution of Avoidance Actions or other Causes of Action of EG I and EGM, net of fees and expenses associated with prosecuting such action. The Plan Administrator shall make distributions to the holder of the Mezzanine Loan Claim from such proceeds as and when the Plan Administrator deems appropriate, after consultation with the Mezzanine Lender. The rights to such proceeds shall be nontransferable except to an affiliate, or by will, intestate succession, or operation of law; and (iii) the remainder of the Disputed Claims Reserve after all Disputed Claims against EG I have been liquidated and paid, if applicable, in accordance with the terms hereof.

3. Equity Interests

On or after the Effective Date, the Equity Interests in EGM shall be cancelled. The existing holder of the Equity Interests in EGM shall neither receive nor retain any property of EGM or direct interest in property of EGM on account of such Equity Interest.

F. Means for Implementation

1. No Substantive Consolidation

The Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan of reorganization for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan. The Assets of each Debtor's Estate shall be separately maintained and accounted for, and used exclusively for distribution on account of Claims and Interests of such Estate. Nothing under this Plan shall make any Debtor liable for the Claims or Interests against any other Debtor.

2. The Sale Transaction, Allocation of Sale Proceeds, and Repayment of Certain Obligations

On the Effective Date, in accordance with the Plan, the RSA, and the Purchase Agreement, subject to the satisfaction or waiver of all applicable conditions under the terms thereof: (i) EG I and EG II shall sell the Properties to the Purchaser pursuant to the terms of the Purchase Agreement in exchange for the Purchase Price; (ii) EG I shall receive the EG I Sale Proceeds (on account of the Denizen X), which shall be used to make the payments provided in the Plan for the following Allowed Claims against EG I: Administrative Expenses, Fee Claims, Priority Tax Claims, DIP Claims, Priority Non-Tax Claims, the JPM Secured Claims, Other Secured Claims, General Unsecured Claims, and Intercompany Claims. The Disputed Claims Reserve will be established for payment of Disputed Claims against EG I. On the Effective Date, all Cash, Avoidance Actions and other Causes of Action of EG I shall be distributed to EGM on account of its ownership of all of the equity interests in EG I and shall be property of Post-Effective Date EGM; (iii) EG II shall receive the EG II Sale Proceeds (on account of the Denizen Y), which shall, together with all other

Cash on the balance sheet of EG II, be used to pay the following claims against EG II: Administrative Expenses, Fee Claims, Priority Tax Claims, Other Secured Claims, Series E Secured Claims, Convenience Claims, and General Unsecured Claims, as well as the portion of the Wind-Down Budget attributable to EG II; and (iv) promptly upon receipt of any funds or distribution on account of the Series E Secured Claims, the Series E Notes Trustee shall pay the 2020 PSA Reimbursement Amount to EG I prior to making any distributions on account of the Series E Secured Claims to the Series E Noteholders.

3. Settlement of 2020 PSA Claim

The 2020 PSA Claim shall be Allowed as a General Unsecured Claim against each of EG I and EG II, but payable only once, without duplication, and shall be paid by EG I and EG II in accordance with, and pursuant to, the 2020 PSA Settlement Agreement, the Plan, and the RSA.

4. Issuance of Equity in the Post-Effective Debtors

On the Effective Date, after the closing of the Sale Transaction and the Effective Date distributions under the Plan, EG II shall merge into a corporation, with such corporation surviving as Post-Effective Date EG II. A Single Share of Post-Effective Date EG II shall be issued to the Plan Administrator. Following the conclusion of the Plan Administrator's prosecution of any Avoidance Actions or other Causes of Action on behalf of holders of General Unsecured Claims against EG II, Post-Effective Date EG II shall be dissolved and the Single Share of Post-Effective Date EG II shall be deemed cancelled and of no further force and effect. The Plan Administrator shall have no right to any distribution of property or value from Post-Effective Date EG II by reason of its ownership of the Single Share.

On the Effective Date, after the closing of the Sale Transaction and the Effective Date distributions under the Plan, a single unit of Post-Effective Date EGM shall be issued to the Plan Administrator of EGM representing a non-economic 100% ownership interest in Post-Effective Date EGM (it being understood that the Plan Administrator shall have no right to any distribution of property or value from Post-Effective Date EGM by reason of its ownership of the single unit). Following the conclusion of the Plan Administrator's prosecution of any Avoidance Actions and other Causes of Action on behalf of the holder of the Mezzanine Loan Claim, and the distribution of any proceeds thereof to the Mezzanine Lender, Post-Effective Date EGM shall be dissolved and the single unit shall be deemed cancelled and of no further force and effect.

5. Wind Down and Dissolution of the Debtors

On the Effective Date, the Mezzanine Lender shall appoint the Plan Administrator for EGM and the Series E Notes Trustee shall appoint the Plan Administrator for EG II for the purpose of conducting the Wind Down of Post-Effective Date EGM, and Post-Effective Date EG II, respectively, on terms and conditions set forth in the respective Plan Administration Agreements. The retention of the respective Plan Administrator shall in each case shall be pursuant to an agreement approved by the Mezzanine Lender and the Series E Notes Trustee, as applicable, and filed as part of the Plan Supplement. The Post-Effective Debtors shall each be deemed a Reorganized Debtor (as defined in the RSA) for purposes of the RSA, with all obligations

thereunder applying with full force and effect upon Post-Effective Date EGM, as successor to EG I under the RSA, and Post-Effective Date EG II, as successor to EG II under the RSA, to the same effect as upon the original parties thereto. Upon the conclusion of the Wind Down for a Post-Effective Debtor, such Post-Effective Debtor shall be dissolved by the respective Plan Administrator. The applicable Plan Administrator shall act for the applicable Post-Effective Debtor in the same capacity and shall have the same rights and powers as are applicable to a manager, managing member, board of managers, board of directors or equivalent governing body, as applicable, and to officers, subject to the provisions hereof (and all certificates of formation and limited liability company agreements and certificates of incorporation or by-laws, or equivalent governing documents and all other related documents (including membership agreements, stockholders agreements, or similar instruments), as applicable, are deemed amended pursuant to the Plan to permit and authorize the same) and the Plan Administrators will be representatives of the respective Post-Effective Debtors for purposes of section 1123(b)(3) of the Bankruptcy code. From and after the Effective Date, the applicable Plan Administrator shall be the sole representative of and shall act for the applicable Post-Effective Debtor, respectively, with the authority set forth in Section **Error! Reference source not found.** of the Plan and the Plan Administration Agreements. The Plan Administrator shall be compensated and reimbursed for reasonable costs and expenses as set forth in the Plan Administration Agreements included in the Plan Supplement.

Each Plan Administrator shall have the authority and right on behalf of each of the Post-Effective Debtors, subject to the express terms of the Plan Administration Agreements but without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to: (i) implement the Wind Down as expeditiously as reasonably possible and administer the liquidation, dissolution, sale and/or abandonment or similar action of the Debtors and their Estates and any Assets held by the Post-Effective Debtors after the Effective Date in accordance with the Wind Down Budget; (ii) except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to, seek to subordinate, compromise or settle or consent to derivative standing to the Mezzanine Lender or the Series E Notes Trustee in connection with any and all Disputed Claims against the Debtors, each subject to the consent rights provided for herein and the Plan Administration Agreements; (iii) make distributions to holders of Allowed Claims in accordance with the Plan; (iv) prosecute the Avoidance Actions and all other Causes of Action on behalf of Post-Effective Debtors (including, for the avoidance of doubt, such Avoidance Actions and all other Causes of Action of EG I distributed to Post-Effective Date EGM pursuant to the Plan), elect not to pursue any Avoidance Actions and Causes of Action, consent to derivative standing to the Mezzanine Lender or the Series E Notes Trustee in connection with any and all Avoidance Action and all other Causes of Action and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Avoidance Actions and Causes of Action, as the applicable Plan Administrator may determine is in the best interests of each of the Post-Effective Debtors; (v) create and fund, as necessary, any reserves required under the Plan, including for Disputed Claims and other such reserves as the Plan Administrator deems necessary and appropriate to carry out the provisions of the Plan; (vi) retain and compensate professionals to assist in performing its duties under the Plan; (vii) maintain the books, records, and accounts of the Debtors; (viii) complete and file, as necessary, all final or otherwise required federal, state, and local tax returns and other tax reports for the Debtors or the Post-Effective Debtors; (ix) represent the interests of the applicable Debtors, their Estates, or the Post-Effective Debtors before any

taxing authority in all matters including, without limitations, any action, suit, proceeding, appeal or audit; and (x) appoint and compensate an agent to effectuate distributions under the Plan with the consent of the Mezzanine Lender and the Series E Notes Trustee, as applicable; and (xi) perform other duties and functions that are consistent with the implementation of the Plan or required by the Bankruptcy Code.

The Plan Supplement shall include the Wind Down Budget and, on the Effective Date, the applicable Plan Administrator shall segregate the funds from the applicable Post-Effective Debtor to be used to make the payments contemplated in the Wind Down Budget.

The Post-Effective Date EGM and the Post-Effective Date EG II shall indemnify and hold harmless the applicable Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence, willful misconduct, or criminal conduct.

The Plan Administrator shall effectuate the Wind Down in accordance with the Wind Down Budget. The Plan Administrator shall pay any and all reasonable and documented costs and expenses incurred in connection with the Wind Down, including the reasonable fees and expenses of its professionals, without further order of the Bankruptcy Court, provided that such amounts are consistent with the Wind Down Budget.

Subject to Sections **Error! Reference source not found.** and **Error! Reference source not found.** of the Plan, the Debtors shall make an initial distribution on the Effective Date and thereafter, the Plan Administrator shall, in an expeditious but orderly manner, make timely distributions pursuant to the Plan and the Confirmation Order.

All matters provided for herein involving the corporate structure of the Debtors, or the Post-Effective Debtors, to the extent applicable, or any corporate or related action required by the Debtors or the Post-Effective Debtors in connection herewith shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stockholders, members, or directors or managers of the Debtors or the Post-Effective Debtors, and with like effect as though such action had been taken unanimously by the stockholders, members, directors, managers, or officers, as applicable, of the Debtors or Post-Effective Debtors. The Plan Administrator shall be authorized to file on behalf of the Debtors, certificates of dissolution and any and all other corporate and company documents necessary to effectuate the Wind Down without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of the Debtors.

All directors and officers of the Debtors shall be deemed to have resigned as of the Effective Date.

To the extent that any action or inaction of the Plan Administrator is subject to approval of the Mezzanine Lender and the Series E Notes Trustee, such actions or inactions are subject to the approval of the Mezzanine Lender, with respect to Post-Effective EGM, and the Series E Notes Trustee, with respect to Post-Effective EG II.

6. Effectuating Documents; Further Transactions

Upon the Effective Date, all actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) shall be deemed authorized and approved in all respects, in each case, in accordance with and subject to the terms hereof. All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors and the Post-Effective Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Debtors, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors, managers, or officers of the Debtors or the Post-Effective Debtors. On or (as applicable) before the Effective Date, the authorized officers of the Debtors or the Post-Effective Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Post-Effective Debtors, including, but not limited to any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Section **Error! Reference source not found.** shall be effective notwithstanding any requirements under non-bankruptcy law.

On or as soon as practicable after the Effective Date, the Plan Administrator may take such actions as may be or become necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, subject in all respects to the provisions of the Plan, and the rights vested in the Mezzanine Lender and the Series E Notes Trustee, including (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, financing, conversion, disposition, transfer, dissolution, transition services, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; and (iv) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law or to reincorporate in another jurisdiction.

Immediately following the conversion of Post-Effective Date EG II into a corporation pursuant to Section 0 hereof, the Plan Administrator shall adopt a "plan of liquidation" in furtherance of its duties and responsibilities under the plan to monetize all of the remaining assets of Post-Effective Date EG II (including any Avoidance Actions or other Causes of Action) and distribute the proceeds thereof in accordance with the Plan, and shall timely file IRS Form 966 in connection therewith.

For U.S. federal income tax purposes, and comparable state and local tax purposes (as applicable):

(i) The Debtors (other than EG II) shall implement the Plan in a manner such that such Debtors shall continue to be treated as disregarded entities through the implementation of the Plan on the Effective Date and shall not take any action that would cause any such Debtors, or Post-

Effective Date EGM, to be treated as an association taxable as a corporation at any time (prior to, on or following the Effective Date).

(ii) Following the Effective Date, Post-Effective Date EGM shall be treated as a disregarded entity of which the Mezzanine Lender is regarded as the tax owner, so long as the Mezzanine Lender is a single owner of the Mezzanine Loan Claim, and in the event there are two or more owners, as a partnership (unless applicable Law requires otherwise).

(iii) Any items of income, deduction, gain, loss or credit attributable to the Debtors and/or Post-Effective Date EGM, as applicable, shall be allocated between the period ending with and including the implementation of the Plan on the Effective Date (the "Pre-Closing Period") and the period thereafter (the "Post-Closing Period") and, in accordance therewith, to the applicable tax regarded owner for each period. In furtherance of the foregoing and for the avoidance of doubt, it is understood and agreed that any items of income, deduction, gain, loss or credit attributable to the Debtors as a result of the transactions contemplated in connection with the implementation of the Plan, including without limitation any such items attributable to the Sale Transaction and any cancellation of debt consequences on the Effective Date, shall be allocated to the Pre-Closing Period, which items shall be reported to the tax owner of the Debtors for the Pre-Closing Period and not treated as attributable to the Post-Closing Period or Post-Effective Date EGM.

(iv) The Debtors, BVI Parent, the Chief Restructuring Officer, the Associate Restructuring Officer, the holders of the Equity Interests in EGM and EG II, and all holders of Claims shall report consistent with this Section **Error! Reference source not found.**(d) for all income tax purposes, and shall (X) use commercially reasonable efforts to cause consistent reporting therewith by others, or (Y) not join in, encourage, and/or support inconsistent reporting therewith by others.

(v) The Debtors shall be authorized to implement the Plan in the manner most tax efficient to the Post-Effective Debtors, the Mezzanine Lender (as to Post-Effective Date EGM, EGM and EG I) and the Series E Notes (as to EG II), as determined by the mutual agreement of the Debtors, the Mezzanine Lender and the Series E Notes Trustee (as applicable) in their reasonable discretion given the totality of the circumstances.

7. Cancellation of Existing Securities and Agreements

On the Effective Date, except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, including with respect to executory contracts or unexpired leases that shall be assumed by the Debtors or assumed and assigned to the Purchaser on the Effective Date, all agreements, instruments, and other documents evidencing or issued pursuant to the EG I Mortgage Loan Agreement, the Mezzanine Loan, and the Series E Notes, or any indebtedness or other obligations thereunder, and any Interests, and any rights of any holder in respect thereof, shall be deemed cancelled, discharged, and of no force or effect, and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. Notwithstanding the foregoing, (i) the claims of the Series E Noteholders under the Series E Notes and the Series E Deed of Trust against BVI Parent, and (ii) the claims of the Mezzanine Lender (A) against the BVI Parent and (B) related to the Goldman Guaranty Claims, shall survive and not be impaired by the foregoing or by the Plan.

Notwithstanding the foregoing, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in the Plan shall be deemed null and void and shall be of no force and effect. Nothing contained herein shall be deemed to cancel, terminate, release, or discharge the obligation of the Debtors or any of their counterparties under any executory contract or lease to the extent such executory contract or lease has been assumed by the Debtors and assigned to the Purchaser pursuant to a Final Order of the Bankruptcy Court or hereunder.

8. Cancellation of Liens

Except as otherwise specifically provided herein, upon the payment in full in Cash of a Secured Claim, any Lien securing such Claim, shall be deemed released, and the holder of such Other Secured Claim shall be directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Debtors or Plan Administrator, as applicable.

9. Subordination Agreements

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective Distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise.

10. Closing of the Chapter 11 Cases

After an Estate has been fully administered, the Plan Administrator shall seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case(s) in accordance with the Bankruptcy Code and the Bankruptcy Rules.

11. Notice of Effective Date

As soon as practicable, but not later than three (3) Business Days following the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

G. Distributions

1. Distributions Generally

The Disbursing Agents shall make all distributions under the Plan to the appropriate holders of Allowed Claims in accordance with the terms of the Plan.

2. Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims maintained by the Debtors or their respective agents shall be deemed closed for purposes of determining whether a holder of such a Claim is a record holder entitled to distributions under the Plan, and there shall be no further changes in the record holders or the permitted designees of any such Claims. The Debtors or the Plan Administrator, as applicable, shall have no obligation to recognize any transfer or designation of such Claims occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amount or Assumption Disputes, neither the Debtors, nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease as of the close of business on the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim or Cure Amount.

3. Date of Distributions

Except as otherwise provided in the Plan, any distributions and deliveries to be made under the Plan shall be made on the Effective Date, as and when Claims are Allowed in the sole discretion of the Plan Administrator, or as otherwise determined in accordance with the Plan, including, without limitation, the treatment provisions of **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.** of the Plan, or as soon as practicable thereafter; provided, that the Plan Administrator shall from time to time announce subsequent distribution dates to the extent they determine them to be appropriate **Error! Reference source not found.**

The Plan Administrator of EGM shall manage the EG I Disputed Claims Reserve for the treatment of Disputed Claims against EG I. The EG I Disputed Claims Reserve shall be held in trust by the Plan Administrator for the benefit of holders of such Disputed Claims against EG I pending a determination of such claimants' entitlement thereto pursuant to the terms of the Plan. For the avoidance of doubt, as Disputed Claims are resolved and satisfied in accordance with the provisions of the Plan, excess funds shall be released from the EG I Disputed Claims Reserve and may be distributed to the Mezzanine Lender at the discretion of the Plan Administrator for EGM.

With respect to EG II and EGM, the applicable Plan Administrator shall reserve an amount sufficient to pay holders of Disputed Administrative Expense Claims, Disputed Priority Tax Claims, Disputed Non-Priority Tax Claims, Disputed Other Secured Claims, and Disputed General Unsecured Claims, the amount such holders would be entitled to receive under the Plan if such Claims were to become Allowed Claims. As Disputed Claims are resolved, excess funds shall be released from the applicable reserve and distributed in accordance with the Plan.

4. Disbursing Agent

All distributions under the Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent (if other than the Plan

Administrator) with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the applicable Debtor's books and records. The Plan Administrator shall cooperate in good faith with the applicable Disbursing Agent (if other than the Plan Administrator) to comply with the reporting and withholding requirements outlined in Section **Error! Reference source not found.** of the Plan.

5. Rights and Powers of Disbursing Agent

From and after the Effective Date, the Disbursing Agent, solely in its capacity as Disbursing Agent, shall be exculpated by all Entities, including, without limitation, holders of Claims against and Interests in the Debtors and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent. No holder of a Claim or Interest or other party in interest shall have or pursue any claim or Cause of Action against the Disbursing Agent, solely in its capacity as Disbursing Agent, for making distributions in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent.

The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder; (ii) make all distributions contemplated hereby; and (iii) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

6. Postpetition Interest on Claims

Interest on Claims against EG II and EGM: Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code (including postpetition interest in accordance with sections 506(b) and 726(a)(5) of the Bankruptcy Code), interest shall not accrue or be paid on any Claims against EG II and EGM on or after the Petition Date; provided, that if interest is payable pursuant to the preceding sentence, interest shall accrue at the federal judgment rate pursuant to 28 U.S.C. § 1961 on a non-compounded basis from the date the obligation underlying the Claim becomes due and is not timely paid through the date of payment.

Interest on Secured Claims against EG I: Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code (including postpetition interest in accordance with the applicable provisions of the Bankruptcy Code), interest shall accrue and be paid on JPM Secured Claims at the default rate in accordance with the EG I Mortgage Loan Agreement and shall accrue and be paid on Other Secured Claims against EG I pursuant to the terms of any contracts that give rise to such Other Secured Claim against EG I, or otherwise pursuant to applicable non-bankruptcy law.

Interest on Unsecured Claims against EG I: Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code (including postpetition interest in accordance with the applicable provisions of the Bankruptcy Code), interest shall accrue at the federal judgment rate pursuant to 28 U.S.C. § 1961 on a non-compounded basis from the date the obligation underlying the Claim becomes due and is not timely paid through the date of payment; provided, however, that no such postpetition interest shall accrue or be payable on account of any Intercompany Claim against EG I, other than the EG I Operating Expense Claim.

7. Delivery of Distributions

Subject to Bankruptcy Rule 9010, all distributions to any holder or permitted designee, as applicable, of an Allowed Claim or Interest shall be made to a Disbursing Agent, who shall transmit such distribution to the applicable holders or permitted designees of Allowed Claims or Interests on behalf of the Debtors. In the event that any distribution to any holder or permitted designee is returned as undeliverable, no further distributions shall be made to such holder or such permitted designee unless and until the Disbursing Agent is notified in writing of such holder's or permitted designee's, as applicable, then-current address, at which time all currently-due, missed distributions shall be made to such holder as soon as reasonably practicable thereafter without interest. Nothing herein shall require the Disbursing Agent to attempt to locate holders or permitted designees, as applicable, of undeliverable distributions and, if located, assist such holders or permitted designees, as applicable, in complying with Section **Error! Reference source not found.** of the Plan.

Notwithstanding the foregoing, the following shall apply to holders of the JPM Secured Claims, Series E Secured Claims, and DIP Claims, respectively:

(a) all distributions of Cash on account of the JPM Secured Claims shall be deposited with JPM for distribution to any other holders of the JPM Secured Claims in accordance with the terms of the EG I Mortgage Loan Agreement. To the extent JPM effectuates, or is requested to effectuate, any distributions hereunder, JPM shall be deemed a "Disbursing Agent" for purposes of the Plan.

(b) all distributions of Cash on account of Series E Secured Claim, shall be deposited with the Series E Notes Trustee for distribution to the Series E Noteholders in accordance with the terms of the Series E Deed of Trust. To the extent the Series E Notes Trustee effectuates, or is requested to effectuate, any distributions hereunder, the Series E Notes Trustee shall be deemed a "Disbursing Agent" for purposes of the Plan.

(c) all distributions of Cash on account of the DIP Claims shall be paid to the DIP Lender in accordance with the DIP Documents. All distributions to holders of DIP Claims shall be governed by the DIP Documents and the DIP Order and shall be made to each holder of an Allowed DIP Claim or such holder's authorized designee for purposes of distributions to be made hereunder. All reasonable and documented fees and expenses of the DIP Lender incurred after the Effective Date pursuant to this Section **Error! Reference source not found.** shall be paid by the Plan Administrator for EGM from the Wind Down Budget.

8. Distributions after Effective Date

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

9. Unclaimed Property

Undeliverable distributions shall remain in the possession of the Post-Effective Debtors, until such time as a distribution becomes deliverable or a holder accepts distribution, or such distribution reverts back to the Post-Effective Debtors and shall not be supplemented with any interest, dividends, or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of one hundred and twenty (120) days from the applicable date of distribution and the holder of the Claim entitled to such distribution shall be discharged and forever barred. After such date, all unclaimed property or interest in property of the Post-Effective Debtors shall revert to and vest in the Post-Effective Debtors and shall be thereafter disbursed to the Mezzanine Lender and the Series E Notes Trustee, as applicable, and all unclaimed property or interest in property shall be discharged and forever barred.

10. Time Bar to Cash Payments

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within one hundred and twenty (120) days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall immediately and irrevocably revert to the applicable Post-Effective Debtor, and any Claim on account of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check prior to the expiration of the one hundred and twenty (120) day period from the date of issuance shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued.

11. Manner of Payment under Plan

Except as otherwise specifically provided in the Plan, at the option of the Plan Administrator, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors; provided, however, all Cash payments to holders of DIP Claims and holders of the Mezzanine Loan Claims shall be made by wire transfer.

12. Satisfaction of Claims

Except as otherwise specifically provided in the Plan, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction and discharge of and exchange for the applicable Debtor's obligation on account of such Allowed Claims.

13. Minimum Cash Distribution

The Disbursing Agent shall not be required to make any distribution of Cash less than One Hundred Dollars ($100) to any holder of an Allowed Claim other than an Allowed Convenience Claim; provided, that if any distribution is not made pursuant to this Section **Error! Reference source not found.**, such distribution shall be added to any subsequent distribution to be made on behalf of the holder's Allowed Claim.

14. Setoff and Recoupment

The Post-Effective Debtors, or their designee (including, without limitation, the Disbursing Agent) may, but shall not be required to, set off or recoup against any Claim, and any distribution to be made on account of such Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that the Debtors or the Post-Effective Debtors may have against the holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy law (other than the released Causes of Action in favor of the Released Parties); provided, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or a Post-Effective Debtor or its successor, of any claims, rights, or Causes of Action that a Debtor or a Post-Effective Debtor, or its successor or assign may possess against the holder of such Claim (other than the released Causes of Action in favor of the Released Parties).

15. Allocation of Distributions between Principal and Interest

Except as otherwise required by law (as reasonably determined by the Plan Administrator, as applicable), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the portion of such Allowed Claim (if any) that reflects reimbursable expenses, and then to the accrued and unpaid interest on such Allowed Claim.

16. No Distribution in Excess of Amount of Allowed Claim

Except as provided in Section **Error! Reference source not found.** of the Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, distributions in excess of the Allowed amount of such Claim.

17. Distributions Free and Clear

Except as provided herein, any distributions under the Plan shall be free and clear of and Liens, Claims, and encumbrances, and no other Entity, including the Debtors or the Plan Administrator, shall have any interest, legal, beneficial, or otherwise, in any amounts transferred pursuant to the Plan.

18. Withholding and Reporting Requirements

Withholding Rights. In connection with the Plan, the Plan Administrators shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. JPM, the Series E Notes Trustee, the Plan

Administrators, the DIP Lender, the Disbursing Agent, the Post-Effective Debtors, or such other Entity designated thereby, as applicable, shall be authorized to take any actions that they determine, in their reasonable discretion, to be necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate (including, in the event of a non-cash distribution, the claimant providing sufficient monies to satisfy the withholding). Notwithstanding the foregoing, each holder of an Allowed Claim or any other Entity that receives a distribution pursuant to the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any governmental unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party making any distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

Forms. Any party entitled to receive any property as a distribution under the Plan shall, upon request, deliver to the Disbursing Agent or such other Entity designated by the Plan Administrator (which Entity shall subsequently deliver to the Disbursing Agent any applicable Internal Revenue Service Form W-8 or Form W-9 or other tax information received), an appropriate Internal Revenue Service Form W-9 or (if the payee is a foreign Entity) Form W-8, and any other reasonably requested tax information. If such request is made by the Plan Administrator or the Disbursing Agent, or such other Entity designated by the Plan Administrator or the Disbursing Agent and the holder fails to comply before the earlier of (i) the date that is one hundred and eighty (180) days after the request is made, and (ii) the date that is one hundred and eighty (180) days after the date of distribution, the amount of any such distribution shall irrevocably revert to the Post-Effective Debtors, and any Claim on account of such distribution shall be discharged and forever barred from assertion against the Post-Effective Debtors, or their respective property.

H. Procedures for Disputed Claims

1. Priming Claims and Liens

The Debtors shall consult with (i) the Mezzanine Lender with respect to any Disputed Claim against EG I, or (ii) the Series E Notes Trustee with respect to any Disputed Claim against EG II that is, or purports to be, pari passu or senior to the Series E Secured Claims, in each case, in connection with the estimation, settlement of, and/or prosecution of objections to any such Disputed Claims, and shall obtain the prior written consent from the Mezzanine Lender or the Series E Notes Trustee, as applicable, prior to estimating or settling any such Disputed Claims (with such consent not to be unreasonably withheld). Notwithstanding anything to the contrary, as of the Claims Dispute Effective Date, upon request by the Mezzanine Lender or the Series E Notes Trustee, as the case may be, to be heard in connection with, intervene in, or be granted standing to prosecute, any estimation, objection, or challenge to such Disputed Claims, including, without limitation, the right to prosecute any objections, challenges, or commence any litigation relating to such Disputed Claim, the Debtors and the Mezzanine Lender or the Series E Notes Trustee, as applicable, shall consent to, and agree not to oppose or dispute, the rights of the Mezzanine Lender or Series E Notes Trustee to be heard in connection with, intervene in, or be granted standing to prosecuted, any estimation or objection to such Disputed Claims.

2. Objections to Claims

Subject to the rights provided to the Mezzanine Lender and the Series E Notes Trustee hereunder and in the Plan Administration Agreements, the Plan Administrator shall exclusively be entitled to object to Claims as of the Effective Date. As of the Effective Date, the applicable Plan Administrator shall have and retain any and all rights and defenses that the applicable Debtor had with regard to any Claim to which they may object, except with respect to any Claim that is Allowed pursuant to the Plan. Any objections to proofs of Claim shall be served and filed on or before the later of (a) one hundred and twenty (120) days after the Effective Date, and (b) on such other date as ordered by the Bankruptcy Court for cause.

3. Resolution of Disputed Administrative Expenses and Disputed Claims

Subject to the rights provided to the Mezzanine Lender and the Series E Notes Trustee hereunder and in the Plan Administration Agreements, the Plan Administrator shall have the exclusive authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims without further approval of the Bankruptcy Court, other than with respect to Fee Claims.

4. Payments and Distributions with Respect to Disputed Claims

Notwithstanding anything herein to the contrary, if any portion of a Claim is a Disputed Claim, the Debtors shall not be required to make any payment or distribution provided hereunder on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

5. Distributions after Allowance

After such time as a Disputed Claim becomes an Allowed Claim, in whole or in part, the holder thereof shall be entitled to distributions, if any, to which such holder is then entitled as provided in this Plan, with or without interest, as provided in Section **Error! Reference source not found.** of the Plan. Such distributions shall be made in accordance with **Error! Reference source not found.** of the Plan. Distributions from a Disputed Claims Reserve shall include earnings on any monies held in such Disputed Claims Reserve, less expenses (including the payments of taxes) of administering such Disputed Claims Reserve.

6. Estimation of Claims

The Plan Administrator may (a) determine, resolve and otherwise adjudicate all contingent, unliquidated, and Disputed Claims in the Bankruptcy Court and (b) at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors and the Plan Administrator may pursue supplementary proceedings to object to the allowance of such Claim;

provided, that such limitation shall not apply to Claims requested by the Debtors to be estimated for voting purposes only.

7. No Distributions Pending Allowance

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

8. Claim Resolution Procedures Cumulative

All of the objection, estimation, and resolution procedures in the Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with the Plan without further notice or Bankruptcy Court approval.

9. Interest

Except as otherwise set forth herein, to the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, the holder of such Claim shall be entitled to interest that accrued thereon from and after the Effective Date to the extent such interest is payable pursuant to Section **Error! Reference source not found.** of the Plan.

10. Insured Claims

If any portion of an Allowed Claim is an Insured Claim, no distributions under the Plan shall be made on account of such Allowed Claim until the holder of such Allowed Claim has exhausted all remedies with respect to any applicable insurance policies. To the extent that the Debtors' insurers agree to satisfy a Claim in whole or in part, then immediately upon such agreement, the portion of such Claim so satisfied may be expunged without an objection to such Claim having to be filed and without any further notice to or action, order or approval of the Court.

11. Tax Treatment of EG I Disputed Claims Reserve

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Debtors, the Plan Administrator or the Disbursing Agent, as applicable, shall treat the EG I Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 and, to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors, the Post-Effective Debtors, the Plan Administrator, the Disbursing Agent, and the holders of Disputed Claims) shall be required to report for tax purposes consistently with the foregoing. The EG I Disputed Claims Reserve shall be responsible for payment, out of the assets of such reserve, of any taxes imposed on the EG I Disputed Claims Reserve or its assets. The Plan Administrator or the Disbursing Agent, as applicable, may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the EG I Disputed Claims Reserve for all taxable periods through the date on which final distributions are made.

I. Executory Contracts and Unexpired Leases

1. General Treatment

On the Effective Date, all Tenant Leases shall be assumed by the Subsidiary Debtors and assigned to the Purchaser in accordance with the Purchase Agreement. Any and all security deposits held on account of the residents of the Properties shall be fully funded on or as soon as practicable after the Effective Date and shall be held by the Purchaser as the custodian for such security deposits.

As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which either of the Subsidiary Debtors is a party shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Subsidiary Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Subsidiary Debtors on or before the Confirmation Date; (iv) is identified in Section **Error! Reference source not found.** of the Plan; or (v) is a Tenant Lease identified on the Assumption Schedule included in the Plan Supplement.

Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumption, assumption and assignment, or rejection provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Post-Effective Debtors have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Post-Effective Debtors or the Purchaser, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

2. Determination of Assumption Disputes and Deemed Consent

Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such executory contracts or unexpired leases and the Subsidiary Debtors may otherwise agree. The Plan Administrators shall satisfy all Cure Amounts from the proceeds of the Sale Transaction allocated to them.

The Subsidiary Debtors shall file, as part of the Plan Supplement, the Assumption Schedule. At least ten (10) days before the deadline to object to confirmation of the Plan, the Subsidiary Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Subsidiary Debtors' intention to potentially assume or assume and assign the contract or lease in connection with this Plan and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Subsidiary Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or

unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease, notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Subsidiary Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Subsidiary Debtor or any Post-Effective Debtor under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Subsidiary Debtor, or Post-Effective Debtors, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 0, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided, that the Debtors or the Plan Administrator, as applicable, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

To the extent an Assumption Dispute relates solely to the Cure Amount, the Subsidiary Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute; provided, that the Debtors or the Plan Administrator reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the counterparty to such executory contract or unexpired lease (or such lesser amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such counterparty and the applicable Plan Administrator).

Assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Subsidiary Debtor or defaults by any Subsidiary Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Subsidiary Debtors assume or assume and assign such executory contract or unexpired lease. In accordance with section 365(k) of the Bankruptcy Code, assumption and assignment of any executory contract or unexpired lease, including without limitation, Tenant Leases, releases the Debtors and the Post-Effective Debtors form any liability for breach of such contract of lease occurring after the Effective Date. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or

approval of the Bankruptcy Court or any other Entity, upon the assumption of such executory contract or unexpired lease.

3. Rejection Damages Claims

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated as a General Unsecured Claim against the applicable Subsidiary Debtor. Such Claim shall be forever barred and shall not be enforceable against the Subsidiary Debtors, the Post-Effective Debtors, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Post-Effective Debtors by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an order from the Bankruptcy Court rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.

4. Insurance Policies

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice, or claim objection, and any other document related to any of the foregoing, and any other order of the Bankruptcy Court: on the Effective Date (i) all insurance policies issued or providing coverage to the Debtors shall (subject to the applicable insurer's right to object to such a designation) be assumed in their entirety by the Debtors pursuant to sections 365 and 1123 of the Bankruptcy Code, , and the Debtors shall remain severally liable in full for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of such Debtor under such insurance policies, without the need or requirement for an insurer to file a proof of Claim, Administrative Expense Claim or objection to any Cure Amount; (ii) nothing shall alter or modify the terms and conditions of and/or any rights, obligations, benefits, claims, rights to payments, or recoveries under the insurance policies without the express written consent of the applicable insurer; and (iii) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (a) claimants with valid workers' compensation claims or direct action claims against an insurer under applicable nonbankruptcy law to proceed with their claims; (b) insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (I) workers' compensation claims, (II) claims where a claimant asserts a direct claim against any insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay to proceed with its claim, and (III) all costs in relation to each of the foregoing; and (c) the insurers to cancel any insurance policies, and take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the insurance policies.

5. Intellectual Property Licenses and Agreements

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice or claim objection, and any other document related to any of the foregoing, all intellectual property contracts, licenses, royalties, or other similar agreements to

which the Debtors have any rights or obligations in effect as of the date of the Confirmation Order shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed by the Subsidiary Debtors and assigned to the Purchaser in accordance with the Purchase Agreement.

6. Assignment

To the extent provided under the Bankruptcy Code or other applicable law, any executory contract or unexpired lease assumed and assigned to the Purchaser hereunder shall remain in full force and effect for the benefit of the Purchaser in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type set forth in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect with respect to any assumption and assignment effected pursuant to the Plan.

7. Modification, Amendments, Supplements, Restatement, or Other Agreements

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the notice of assumed contracts.

8. Reservation of Rights

The Subsidiary Debtors may amend the Assumption Schedule and any cure notice until the Business Day immediately prior to the commencement of the Confirmation Hearing in order to (i) add, delete, or reclassify any executory contract or unexpired lease or amend a proposed assumption or assumption and assignment and/or (ii) amend the proposed Cure Amount; provided, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Subsidiary Debtors' right to amend such schedules and notices shall be extended to the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all subsequent adjournments of the Confirmation Hearing. The Subsidiary Debtors shall provide notice of such amendment to any affected counterparty as soon as reasonably practicable.

Neither the exclusion nor inclusion of any contract or lease by the Subsidiary Debtors on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, will constitute an admission by the Subsidiary Debtors that any such contract or lease is

or is not in fact an executory contract or unexpired lease or that the Subsidiary Debtors, or the Post-Effective Debtors, or their respective affiliates have any liability thereunder.

Except as otherwise provided in the Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors and the Post-Effective Debtors, under any executory or non-executory contract or any unexpired or expired lease.

Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Debtors, as applicable, under any executory or non-executory contract or any unexpired or expired lease.

J. Conditions Precedent to Confirmation of Plan and Effective Date

1. Conditions Precedent to Confirmation of Plan

The following are conditions precedent to confirmation of the Plan:

(a) the Disclosure Statement Order shall have been entered;

(b) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed and be in conformity with the Plan and the RSA;

(c) the Purchase Agreement shall not have been terminated and shall be in full force and effect;

(d) the RSA shall not have been terminated and shall be in full force and effect;

(e) to the extent the DIP Obligations have not been fully satisfied prior to the Confirmation Date, the DIP Order and the DIP Documents shall be in full force and effect in accordance with the terms thereof, and no event of default shall be continuing thereunder or occur as a result of entry of the Confirmation Order;

(f) to the extent the Cash Collateral Obligations have not been fully satisfied prior to the Confirmation Date, the Cash Collateral Orders shall be in full force and effect in accordance with the terms thereof, and no default shall be continuing thereunder or occur as a result of entry of the Confirmation Order; and

(g) the provisions of section 7.6(d) of the Plan shall be true and correct in all respects.

2. Conditions Precedent to Effective Date

The following are conditions precedent to the Effective Date of the Plan:

(a) the Confirmation Order shall have been entered as to each Debtor and have become Final Order and shall be in full force and effect;

(b) to the extent the DIP Obligations have not been fully satisfied prior to the Confirmation Date, the DIP Order and the DIP Documents shall be in full force and effect in accordance with the terms thereof, and no event of default shall be continuing thereunder and an acceleration of the obligations or termination of the DIP Lender's commitments under the DIP Facility shall not have occurred;

(c) to the extent the Cash Collateral Obligations have not been fully satisfied prior to the Confirmation Date, the Cash Collateral Orders shall be in full force and effect in accordance with the terms thereof, and no default shall be continuing thereunder;

(d) all actions, documents, and agreements necessary to implement and consummate the Plan shall have been effected or executed and binding on all parties thereto and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(e) all governmental approvals and consents, including Bankruptcy Court approval, necessary in connection with the Sale Transaction shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Sale Transaction;

(f) the Purchase Agreement shall have been consummated;

(g) the RSA shall not have been terminated and shall be in full force and effect;

(h) the Professional Fees Escrow Account shall be established and fully funded;

(i) the provisions of section 7.6(d) of the Plan shall be true and correct in all respects; and

(j) the execution and delivery of the Plan Administration Agreements.

Notwithstanding when a condition precedent to the Effective Date occurs, for purposes of the Plan, satisfaction of such conditions precedent shall be deemed to have occurred simultaneously on the Effective Date and no such action shall be deemed to have occurred prior to the taking of any other such action; provided that, to the extent a condition precedent (a "***Prerequisite Condition***") may be required to occur prior to another condition precedent (a "***Subsequent Condition***") then, for purposes of the Plan, the Prerequisite Condition shall be deemed to have occurred immediately prior to a Subsequent Condition regardless of when such Prerequisite Condition or Subsequent Condition shall have occurred.

3. Waiver of Conditions Precedent

(a) Each of the conditions precedent in Section **Error! Reference source not found.** and Section **Error! Reference source not found.** of the Plan, other than those set forth in Section (a) and Section (a), may be waived in writing with the consent of all of the Debtors, the Mezzanine Lender, the Series E Notes Trustee, the Purchaser, and the DIP Lender; *provided*,

however, the requirement that the Confirmation Order become a Final Order set forth in Section (a) may be waived in writing by the Debtors with the consent of the Purchaser.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

4. Effect of Failure of a Condition

If the conditions listed in Section **Error! Reference source not found.** of the Plan are not satisfied or waived in accordance with Section **Error! Reference source not found.** of the Plan on or before the Extended Outside Date (as defined in the Purchase Agreement), the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Entity (including the rights of the DIP Lender to enforce any default or event of default under the DIP Documents), or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, JPM, the Mezzanine Lender, the Series E Notes Trustee, the DIP Lender, or any other Entity.

K. Effect of Confirmation of Plan

1. Vesting of Assets

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, (i) the Properties acquired by the Purchaser pursuant to the Purchase Agreement shall be transferred to the Purchaser free and clear of all Claims, Liens, encumbrances, charges, and other interests except as provided pursuant to the Plan and the Confirmation Order, (ii) all remaining property of the Debtors' Estates shall remain in, or vest in, as applicable, the Post-Effective Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as provided pursuant to the Plan and the Confirmation Order, subject to compliance with the terms of the Plan and the Confirmation Order. On and after the Effective Date, the Post-Effective Debtors and the Plan Administrator may take any action, including, without limitation, the operation of their businesses; the use, acquisition, sale, lease and disposition of property; and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there was no pending case under any chapter or provision of the Bankruptcy Code, except as expressly provided herein. Without limiting the foregoing, the Post-Effective Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services in accordance with the Wind Down Budget or with the consent of the Mezzanine Lender or the Series E Notes Trustee, as applicable, without application to the Bankruptcy Court.

2. Binding Effect

As of the Effective Date, the Plan shall bind all holders of Claims against and Interests in the Debtors and their respective successors and assigns, notwithstanding whether any such holders are (a) Impaired or Unimpaired under the Plan; (b) presumed to accept or deemed to reject the Plan;

(c) failed to vote to accept or reject the Plan; (d) voted to reject the Plan; or (e) will receive any distribution under the Plan.

3. Discharge of Claims and Termination of Interests

Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise expressly provided herein, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interest, rights, and liabilities of the Debtors that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting against the Debtors any such discharged Claim against or terminated Interest in the Debtors.

4. Term of Injunctions or Stays

Unless otherwise provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the closing of all the Chapter 11 Cases.

5. Injunction

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan, provided, however, the foregoing shall not enjoin or prevent any party from taking any action to enforce any rights or obligations granted pursuant to the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Plan Administrator and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against, or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action against the Debtors that will be or are extinguished, discharged, or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors or the Post-Effective Debtors, or the property of any of the Debtors or the Post-Effective Debtors; (ii) enforcing, levying, attaching (including, without limitation, any

prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Post-Effective Debtors, or the property of any of the Debtors or the Post-Effective Debtors; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Post-Effective Debtors, or the property of any of the Debtors or the Post-Effective Debtors; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors or the Post-Effective Debtors, or against property or interests in property of any of the Debtors or the Post-Effective Debtors, except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section **Error! Reference source not found.**.

(d) The injunctions in this Section **Error! Reference source not found.** shall extend to any successors of the Debtors (including the Post-Effective Debtors), and their respective property and interests in property.

6. Releases

(a) Estate Releases.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce (i) the Plan, (ii) the Definitive Documents, (iii) the EG I and EGM Retained Causes of Action, and (iv) the EG II Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the services rendered by the Released Parties to facilitate the implementation of the Plan, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed released and discharged, to the maximum extent permitted by law, by the Debtors and their Estates, and the Post-Effective Debtors, in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons or Entities, from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or Asset of the Debtors, the Sale Transaction, the Purchase Agreement, the business or contractual arrangements between any of the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the RSA, the Plan (including the Plan Supplement), the Sale Documents, the Mezzanine Loan, the EG I Mortgage Loan Agreement and

related documents, the Series E Deed of Trust, the Series E Notes, and the DIP Documents, or any related agreements, instruments, and other documents (including the Definitive Documents), the DIP Order, the Cash Collateral Orders, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all of the foregoing cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, provided, that nothing in this Section **Error! Reference source not found.**(a) shall be construed to release the Released Parties from gross negligence, willful misconduct, or fraud as determined by a Final Order. The Debtors, their Estates, and the Post-Effective Debtors, shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section **Error! Reference source not found.**(a) against each of the Released Parties.

(b) Third-Party Releases.

As of the Effective Date, except (i) for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remain in effect or become effective after the Effective Date; (ii) defend against any objections to Claims that may be asserted under the Plan; or (iii) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions made by the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, the Released Parties shall be deemed released and discharged by:

(i) the holders of Claims who vote to accept the Plan;

(ii) the Series E Notes Trustee;

(iii) the Mezzanine Lender;

(iv) the DIP Lender;

(v) each of the other Released Parties; and

(vi) with respect to any Entity in the foregoing clauses (i) through (v), such Entity's (x) predecessors, successors, and assigns, (y) subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity, and (z) all Persons entitled to assert Claims through or on behalf of such Entities with respect to the matters for which the releasing Entities are providing releases.

in each case, from any and all Claims, Interests, or Causes of Action whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or arising from, in whole or in part, the Debtors, the restructuring, the Chapter 11 Cases, the pre- and postpetition marketing and sale process, the Purchase Agreement, the Sale Transaction, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan (including the Plan Supplement), the RSA,

the Definitive Documents, the Sale Documents, the Mezzanine Loan, the EG I Secured First Lien Loan and related documents, the Series E Deed of Trust, the Series E Notes, the DIP Order, the DIP Documents, the Cash Collateral Orders, or any related agreements, instruments, or other documents, the solicitation of votes with respect to the Plan, in all of the foregoing cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; provided, that nothing in this Section **Error! Reference source not found.**(b) shall be construed to release the Released Parties from any gross negligence, willful misconduct, or fraud as determined by a Final Order. The Persons and Entities in (i) through (vi) of this Section **Error! Reference source not found.**(b) shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section **Error! Reference source not found.**(b) against each of the Released Parties.

(c) Notwithstanding anything to the contrary herein, nothing in the Plan shall limit the liability of attorneys to their respective clients pursuant to Rule 1.8(h) of the New York Rules of Professional Conduct.

7. Exculpation

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any conduct occurring on or after the Petition Date in connection with or arising out of the filing and administration of the Chapter 11 Cases, the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or Asset of the Debtors; the negotiation and pursuit of the DIP Facility, the Cash Collateral Orders, the Disclosure Statement, the RSA, the Purchase Agreement, the Sale Transaction, including the formulation, negotiation, preparation, dissemination, implementation, administration, confirmation, and consummation thereof, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Documents; the Cash Collateral Orders; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for acts or omissions of an Exculpated Party that constitute gross negligence, fraud, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

8. Retention of Causes of Action/Reservation of Rights

Except as otherwise provided in Sections **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.** of the Plan or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of their Estates in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, any affirmative Causes of Action against parties with a relationship with the Debtors. Except as other provided in the Plan, the Post-Effective Debtors shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action,

rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

L. Retention of Jurisdiction

1. Retention of Jurisdiction

On and after the Effective Date, the Bankruptcy Court shall retain non-exclusive jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases, including Assumption Disputes, and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) to ensure that distributions to holders of Allowed Claims are accomplished as provided for in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan, including, cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely paid;

(d) to consider the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(e) to enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) to issue injunctions, enter, and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to hear and determine all Fee Claims;

(i) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Plan Supplement, the Purchase Agreement, or the

Confirmation Order, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) to hear and determine disputes arising in connection with the Sale Transaction, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(k) to hear and determine disputes arising in connection with the RSA, or any agreement, instrument, or other document governing or relating to the RSA;

(l) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute, and consummate the Plan;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any Disputed Claims for taxes or requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear, adjudicate, decide, or resolve any and all matters related to **Error! Reference source not found.** of the Plan, including, without limitation, the releases, exculpations, and injunctions issued thereunder;

(p) to resolve disputes concerning Disputed Claims or the administration thereof;

(q) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(r) to enter one or more final decrees closing the Chapter 11 Cases;

(s) to recover all Assets of the Debtors and property of the Debtors' Estates, wherever located;

(t) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, or any bar date established in the Chapter 11 Cases, or any deadline for responding or objection to a Cure Amount, in each case, for any purpose;

(u) hear and determine matters or disputes arising from, or in connection with, the appointment of a successor Plan Administrator in the event of the Plan Administrator's death, disability, dissolution, or removal;

(v) hear and determine all disputes involving the Wind Down Budget;

(w) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory, including, without limitation, Avoidance Actions; and

(x) to hear and resolve any dispute over the application to any Claim of any limit on the allowance of such Claim set forth in sections 502 or 503 of the Bankruptcy Code, other than defenses or limits that are asserted under non-bankruptcy law pursuant to section 502(b)(1) of the Bankruptcy Code.

2. Courts of Competent Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

M. Miscellaneous Provisions

1. Payment of Statutory Fees

On the Effective Date and thereafter as may be required, the Post-Effective Debtors shall pay all fees incurred pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for the Debtors' cases, until such time as a final decree is entered closing the Debtors' cases, a Final Order converting the Debtors' cases to cases under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing the Debtors' cases is entered.

2. Substantial Consummation of the Plan

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

3. Plan Supplement

The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Documents included in the Plan Supplement will be posted on the website of the Debtors' notice, claims, and solicitation agent.

4. Request for Expedited Determination of Taxes

The Debtors and the Post-Effective Debtors, as applicable, shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date and through dissolution of the Post-Effective Debtors.

5. Exemption from Certain Transfer Taxes

Pursuant to section 1146 of the Bankruptcy Code, (a) the transfer of the Properties to the Purchaser, or its designee, and the making or delivery of any instrument of transfer in connection or furtherance of the Plan, and any financing by the Purchaser, (b) the issuance, transfer or exchange of any securities, instruments or documents pursuant to, in implementation of or as contemplated in the Plan and the Purchase Agreement, (c) the creation of any Lien, mortgage, deed of trust, or other security interest, (d) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with the Sale Transaction, and (e) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment to the fullest extent provided by law, including, but not limited to: (i) mortgage recording taxes imposed under Article 11 of the tax law of the State of New York, (ii) the New York Real Estate transfer tax imposed under Article 31 of the Tax Law of the State of New York, (iii) the New York City Real Property transfer tax imposed by title 11, chapter 21 of the New York City Administrative Code and, (iv) any similar tax on the recording of deeds, transfers or property or ownership interests in property, recording of mortgages or other security instruments imposed by the State of New York, or any political subdivision thereof. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded (including without limitation, the Register of the City of New York) shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax, as well as cancel and discharge of record all liens, judgments, encumbrances, claims, and other adverse interests in or against the Properties. All governmental authorities and any other taxing authorities shall be permanently enjoined from the commencement or continuation of any action to collect from the Properties, any taxes from which the transactions effectuated pursuant to the Plan and Confirmation Order are exempt, pursuant to and in furtherance of section 1146(a) of the Bankruptcy Code and to the greatest extent provided by law, including but not limited to, New York State Real Estate Transfer Taxes, and any mortgage recording tax, and any penalties, interest, or additions to any tax related thereto. The New York County Register's Office is hereby authorized and directed to record any deed, mortgage of the Property and any modification, restatement, amendment or assignment of any mortgages and any other similar conveyance, indenture or other documents contemplated under the Plan without the payment of any of the aforementioned exempt taxes or any other stamp tax, transfer tax or similar tax, and without the presentation of affidavits, instruments or returns otherwise required for recording or filing pursuant to the provisions of Section 1146(a) of the Bankruptcy Code.

6. Amendments

(a) *Plan Modifications*. Subject to the terms of the DIP Documents, the Cash Collateral Orders, and all consent rights of the DIP Lender and the Series E Notes Trustee,

respectively, contained therein, (i) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend, modify, or supplement the Plan (i) prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, and (ii) after entry of the Confirmation Order, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, in each case without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to the Plan and subject to the reasonable consent of the DIP Lender, Mezzanine Lender and the Series E Notes Trustee, the Debtors may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the RSA and the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented.

(b) *Other Amendments*. Subject to the terms of the DIP Documents and the Cash Collateral Orders, before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement, after consulting with the Mezzanine Lender and the Series E Notes Trustee without further order or approval of the Bankruptcy Court.

7. Effectuating Documents and Further Transactions

The Plan Administrator, on behalf of the Post-Effective Debtors, is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

8. Revocation or Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date. If the Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date does not occur, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, the Debtors or any other Entity; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission of any sort by the Debtors, the Series E Notes Trustee, the Mezzanine Lender, the DIP Lender or any other Entity. This provision shall have no adverse impact on the rights of the Series E Notes Trustee, the Mezzanine Lender, or the Debtors, as set forth in the RSA, in respect of any such revocation or withdrawal. This provision shall have no adverse impact on the rights of the DIP Lender under the DIP Documents in respect of any such revocation or withdrawal.

9. Severability of Plan Provisions

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Mezzanine Lender and the Series E Notes Trustee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Debtors, the Mezzanine Lender, and the Series E Notes Trustee (as applicable), and (c) nonseverable and mutually dependent.

10. Governing Law

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement or a Definitive Document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof; provided, however, that corporate or entity governance matters relating to any Debtor or the Post-Effective Debtors, shall be governed by the laws of the state of incorporation or organization of the applicable Debtors or Post-Effective Debtors.

11. Time

In computing any period of time prescribed or permitted by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12. Dates of Actions to Implement the Plan

In the event that any payment or act under the Plan is required to be made or performed on a date that is on a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

13. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the holders of Claims

and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns, including, without limitation, the Post-Effective Debtors.

14. Deemed Acts

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

15. Successor and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each Entity.

16. Entire Agreement

On the Effective Date, the Plan, the Plan Supplement, the Purchase Agreement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

17. Exhibits to Plan

On the Effective Date, the Plan, the Plan Supplement, the Purchase Agreement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

VII.
CERTAIN U.S.FEDERAL INCOME TAX CONSEQUENCES OF PLAN

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors and to holders of certain Claims. This discussion does not address the U.S. federal income tax consequences to holders of Claims or Interests who are unimpaired or are deemed to reject the Plan.

The discussion of U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the "**Tax Code**"), existing and proposed Treasury regulations thereunder, judicial authorities, published administrative rules and pronouncements of the Internal Revenue Service ("**IRS**"), and other applicable authorities, all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations (possibly with retroactive effect). Any such change could significantly affect the U.S. federal income tax consequences described below.

The U.S. federal income tax consequences of the Plan are complex and subject to significant uncertainties. The Debtors have not requested an opinion of counsel or a ruling from the IRS with

respect to any of the tax aspects of the contemplated transactions, and the discussion below is not binding upon the IRS or any court. No assurance can be given that the IRS will not assert, or that a court will not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, or local tax consequences of the Plan, nor does it purport to address the U.S. federal income tax consequences of the transactions to special classes of taxpayers (such as non-U.S. persons, broker-dealers, controlled foreign corporations, passive foreign investment companies, small business investment companies, regulated investment companies, real estate investment trusts, banks and certain other financial institutions, insurance companies, tax-exempt organizations, retirement plans, individual retirement and other tax-deferred accounts, holders that are, or hold Claims through, S corporations, partnerships or other pass-through entities for U.S. federal income tax purposes, persons whose functional currency is not the U.S. dollar, dealers in securities or foreign currency, traders that mark-to-market their securities, persons holding Claims that are part of a straddle, hedging, constructive sale, or conversion transaction or other integrated investment, certain expatriates or former long term residents of the United States, persons who received their Claim as compensation or who acquired their Claim in the secondary market, persons who use the accrual method of accounting and report income on an "applicable financial statement," and persons subject to the alternative minimum tax or the "Medicare" tax on net investment income). In addition, this discussion does not address U.S. federal taxes other than income taxes, nor does it address the Foreign Account Tax Compliance Act.

This discussion assumes, except where otherwise indicated, that (i) the various debt and other arrangements to which any of the Debtors is a party will be respected for U.S. federal income tax purposes in accordance with their form and (ii) the Claims are held as "capital assets" (generally, property held for investment) within the meaning of section 1221 of the Tax Code.

The following summary of certain U.S. federal income tax consequences is for informational purposes only and is not a substitute for careful tax planning and advice based upon your individual circumstances. Each holder of a Claim or Interest is urged to consult its own tax advisor for the U.S. federal, state, local and other tax consequences applicable under the Plan.

A. Consequences to Debtors

The Debtors are single member limited liability companies that are treated as disregarded entities for U.S. federal income tax purposes. As such, none of the Debtors are currently subject to U.S. federal income tax. In addition, the Plan provides that the Debtors (other than EG II) shall implement the Plan in a manner such that the Debtors shall continue to be treated as disregarded entities through the implementation of the Plan on the Effective Date. Accordingly, any U.S. federal income tax consequences of the implementation of the Plan are not expected to result in any federal income tax liability to the Debtors.

Pursuant to the Plan, the Subsidiary Debtors are expected to sell substantially all of their assets in the Sale Transaction, in which gain or loss may be recognized, for approximately $506 million pursuant to the terms of the Purchase Agreement. In addition, the Debtors expect that any remaining assets of the Debtors will also be treated sold or exchanged for U.S. federal income tax purposes. In this regard, pursuant to the Plan, all recoveries from the remaining assets of EG II

and EGM (namely, any amounts recovered from the Avoidance Actions or other Causes of Action, net of fees and expenses associated with prosecuting such actions) will be distributable to the holders of Allowed General Unsecured Claims in the case of EG II and the single holder of the Mezzanine Loan Claim in the case of EGM, and the existing equity interests in EG II and EGM will be extinguished. Accordingly, the current recognized U.S. taxpayer will have no further interest in the Post-Effective Date Debtors. It is also possible that the implementation of the Plan may result in the recognition of income from the cancellation of debt. However, as indicated, because the Debtors are disregarded entities for U.S. federal income tax purposes, the Debtors do not expect to incur any federal income tax liability as a result of any income or gain that may be recognized as a result of the implementation of the Plan.

On the Effective Date, but after the closing of the Sale Transaction and the Effective Date distributions under the Plan, EG II will merge into a corporation, with such corporation surviving as Post-Effective Date EG II. Accordingly, after the implementation of the Plan on the Effective Date, Post-Effective Date EG II will be a taxable entity for U.S. federal income tax purposes.

B. Consequences to Holders of Certain Claims

As used in this section of the Disclosure Statement, the term "**U.S. holder**" means a beneficial owner of Series E Secured Claims, General Unsecured Claims or Mezzanine Loan Claims that is for U.S. federal income tax purposes:

1. an individual who is a citizen or resident of the United States;

2. a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

3. an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

4. a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

If a partnership or other entity taxable as a partnership for U.S. federal income tax purposes holds Series E Secured Claims, General Unsecured Claims or Mezzanine Loan Claims, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding any of such instruments, you should consult your own tax advisor.

Further, the indebtedness owed pursuant to the Series E Deed of Trust was issued in Israel, and, as such, the Series E Deed of Trust is governed by Israeli law. As discussed above, the Subsidiary Debtors are not making any representations regarding the implications of the Sale Transaction under Israeli tax law and have not conducted any investigation to independently verify or assess any possible implications.

C. Treatment of Series E Secured Claims and General Unsecured Claims Against EG II

Pursuant to the Plan, each holder of an Allowed Series E Secured Claim will receive Cash in an amount equal to its Pro Rata Share of the Series E Secured Claim Distribution, and each holder of an Allowed General Unsecured Claim against EG II (including holders of the Series E Deficiency Claims) will receive its Pro Rata Share of the amounts recovered by the Plan Administrator, if any, from the prosecution of Avoidance Actions or other Causes of Action (comprising the remaining assets of Post-Effective Date EG II following the Sale Transaction and the implementation of the Plan), net of fees and expenses associated with prosecuting such action.

For U.S. federal income tax purposes, the Debtors expect that the right of the holders of Allowed General Unsecured Claims against EG II to any remaining amounts recoverable by Post-Effective Date EG II will be treated as equity, and thus as stock, in Post-Effective Date EG II. Pursuant to the Plan, EG II will be converted by merger into a corporation on the Effective Date after the consummation of the Sale Transaction. **Accordingly, the following discussion assumes that each holder of an Allowed General Unsecured Claim against EG II will be treated for U.S. federal income tax purposes as receiving, and thereafter owning, stock in Post-Effective Date EG II.**

Each U.S. holder of an Allowed Series E Secured Claim and each U.S. holder of an Allowed General Unsecured Claim against EG II will have a taxable exchange. Accordingly, each U.S. holder generally should recognize gain or loss in an amount equal to the difference, if any, between (i) the amount of any cash and the fair market value of any "stock" received (other than any exchange consideration received in respect of a Claim for accrued but unpaid interest and possibly accrued original issue discount ("**OID**")), and (ii) its adjusted tax basis in the Claim exchanged therefor (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* "Character of Gain or Loss" below. In addition, a U.S. holder will have interest income to the extent of any consideration allocable to accrued but unpaid interest not previously included in income. S*ee* "Distributions in Respect of Accrued But Unpaid Interest or OID" below. A holder that has an underlying claim in multiple classes may be taxed based on the aggregate consideration received in respect of such claim.

A U.S. holder of an Allowed General Unsecured Claim should have a tax basis in the EG II "stock" received equal to the fair market value of such stock on the Effective Date, and its holding period in such stock should begin on the day following the Effective Date.

D. Treatment of Mezzanine Loan Claims Against EGM

Pursuant to the Plan, and in complete and final settlement of their claims against EG I, the holders of the Mezzanine Loan Claims will receive the Excess EGM Cash and their Pro Rata Share of the amounts recovered by the Plan Administrator, if any, from the prosecution of Avoidance Actions or other Causes of Action (comprising the remaining assets of Post-Effective Date EGM following the Sale Transaction and the implementation of the Plan) which will distribute to EGM the assets of EG I after making all effective date distributions, net of fees and expenses associated with prosecuting such action.

For U.S. federal income tax purposes, the Debtors expect that the right of the holders of the Mezzanine Loan Claim to any remaining amounts recoverable by Post-Effective Date EGM will be treated as equity in Post-Effective Date EGM. It is the Debtors' understanding that there is a single holder of the Mezzanine Loan Claims. **Accordingly, the following discussion assumes that such holder will be treated for U.S. federal income tax purposes as receiving, and thereafter owning, all of the equity in Post-Effective Date EGM.** Consistent therewith, and because Post-Effective Date EGM will continue to be a limited liability company, the Plan provides that Post-Effective Date EGM will be treated as a disregarded entity of which the Mezzanine Lender will be treated for U.S. federal income tax purposes as directly receiving, and thereafter owning, the remaining assets in EGM subject to any remaining third party liabilities. If there is more than one holder of Mezzanine Loan Claims, the Post-Effective Date EGM may be treated as a partnership for U.S. federal income tax purposes in which event all future income, gain, deduction, loss and credits would still pass-through and be reportable for U.S. federal income tax purposes by such holders.

A U.S. holder of the Mezzanine Loan Claim will have a taxable exchange. Accordingly, such holder generally should recognize gain or loss in an amount equal to the difference, if any, between (i) the sum of the amount of Cash received and the net fair market value of any other assets received (other than any consideration received in respect of a Claim for accrued but unpaid interest and possibly accrued OID), and (ii) its adjusted tax basis in the Claim (other than any tax basis attributable to accrued but unpaid interest and possibly accrued OID). *See* "Character of Gain or Loss" below. In addition, a U.S. holder of a Mezzanine Loan Claim will have interest income to the extent of any exchange consideration allocable to accrued but unpaid interest not previously included in income. S*ee* "Distributions in Respect of Accrued But Unpaid Interest or OID" below.

A U.S. holder of the Mezzanine Loan Claim should have a tax basis in any assets received equal to the fair market value of such assets on the Effective Date, and its holding period in such assets should begin on the day following the Effective Date.

E. Character of Gain or Loss

Where gain or loss is recognized by a U.S. holder, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the holder, whether the Claim constitutes a capital asset in the hands of the holder and how long it has been held, whether the Claim was acquired at a market discount, and whether and to what extent the holder previously claimed a bad debt deduction.

A U.S. holder that purchased any loan underlying its Claim from a prior holder at a "market discount" may be subject to the market discount rules of the Tax Code. In general, a debt instrument is considered to have been acquired with "market discount" if its holder's adjusted tax basis in the debt instrument is less than (i) its stated principal amount or (ii) in the case of a debt instrument issued with OID, its adjusted issue price, in each case, by at least a *de minimis* amount. Under these rules, any gain recognized on the exchange of such Claim (other than in respect of a Claim for accrued but unpaid interest) generally will be treated as ordinary income to the extent of the market discount accrued (on a straight line basis or, at the election of the U.S. holder, on a constant yield basis) during the U.S. holder's period of ownership, unless the U.S. holder elected to include the market discount in income as it accrued. If a U.S. holder of Claims did not elect to

include market discount in income as it accrued and, thus, under the market discount rules, was required to defer all or a portion of any deductions for interest on debt incurred or maintained to purchase or carry its Claims, such deferred amounts would become deductible at the time of the exchange.

F. Distributions in Respect of Accrued But Unpaid Interest or OID

In general, to the extent that any consideration received pursuant to the Plan by a U.S. holder of a Claims is received in satisfaction of accrued interest during its holding period, such amount will be taxable to the U.S. holder as interest income (if not previously included in the U.S. holder's gross income). Conversely, a U.S. holder generally recognizes a deductible loss to the extent any accrued interest claimed or accrued OID was previously included in its gross income and is not paid in full.

The Plan provides that consideration received in respect of an Allowed Claim is allocable first to the principal portion of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the portion of such Allowed Claim (if any) that reflects reimbursable expenses, and then to the accrued and unpaid interest on such Allowed Claim, if any (in contrast, for example, to a pro rata allocation of a portion of the exchange consideration received between principal and the remaining portion, or an allocation first to accrued but unpaid interest). *See* Section 8.16 of the Plan. There is no assurance that the IRS will respect such allocation for U.S. federal income tax purposes. You are urged to consult your own tax advisor regarding the allocation of consideration and the inclusion and deductibility of accrued but unpaid interest for U.S. federal income tax purposes.

G. Tax Treatment of the EG I Disputed Claims Reserve

Any amounts or property that would be distributable in respect of any Disputed General Unsecured Claim against EG I had such Disputed Claim been Allowed on the Effective Date will be deposited in the EG I Disputed Claims Reserve as determined pursuant to the Plan or an estimation proceeding. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Debtors, the Plan Administrator or the Disbursing Agent (as applicable) will treat the EG I Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury regulations section 1.468B-9 and to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors, the Post-Effective Debtors, the Plan Administrator, the Disbursing Agent, and the holders of Disputed Claims) shall be required to report for tax purposes consistently with the foregoing.

The EG I Disputed Claim Reserve shall be responsible for payment, out of the assets of the EG I Disputed Claim Reserve, of any taxes imposed on the EG I Disputed Claim Reserve or its assets. To the extent that a Disputed General Unsecured Claim against EG I becomes an Allowed Claim after the Effective Date, Plan Administrator or the Disbursing Agent (as applicable) will distribute to the holder thereof out of the EG I Disputed Claims Reserve any amount to which such holder is entitled pursuant to the Plan (net of any allocable expenses, including any taxes imposed thereon or otherwise incurred or payable by the EG I Disputed Claims Reserve, including in connection with such distribution).

The Plan Administrator or the Disbursing Agent may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the EG I Disputed Claims Reserve for all taxable periods through the date on which final distributions are made.

H. Information Reporting and Backup Withholding

Payments of interest (including accruals of OID) or dividends and any other reportable payments, possibly including amounts received pursuant to the Plan and payments of proceeds from the sale, retirement or other disposition of the exchange consideration, may be subject to "backup withholding" (currently at a rate of 24%) if a recipient of those payments fails to furnish to the payor certain identifying information and, in some cases, a certification that the recipient is not subject to backup withholding. Backup withholding is not an additional tax. Any amounts deducted and withheld generally should be allowed as a credit against that recipient's U.S. federal income tax, provided that appropriate proof is timely provided under rules established by the IRS. Furthermore, certain penalties may be imposed by the IRS on a recipient of payments who is required to supply information but who does not do so in the proper manner. Backup withholding generally should not apply with respect to payments made to certain exempt recipients, such as corporations and financial institutions. Information may also be required to be provided to the IRS concerning payments, unless an exemption applies. You should consult your own tax advisor regarding your qualification for exemption from backup withholding and information reporting and the procedures for obtaining such an exemption.

The foregoing summary has been provided for informational purposes only. All holders of Claims and Interests are urged to consult their tax advisors concerning the federal, state, local, and other tax consequences applicable under the Plan.

VIII.
CERTAIN RISK FACTORS TO BE CONSIDERED

Prior to voting to accept or reject the Plan, holders of Claims should read and carefully consider the risk factors set forth below, in addition to the other information set forth in this Disclosure Statement together with any attachments, exhibits, or documents incorporated by reference hereto. The factors below should not be regarded as the only risks associated with the Plan or its implementation.

A. Certain Bankruptcy Law Considerations

1. DIP Facility and the Use of Cash Collateral

The DIP Facility is intended to provide liquidity to EG I during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve the DIP Facility for EG I and the use of Cash Collateral on the terms requested by the Subsidiary Debtors, which could endanger the funding for the Chapter 11 Cases. Moreover, if the Chapter 11 Cases take longer than expected to conclude, the Subsidiary Debtors may exhaust or lose access to their financing before the Sale Transaction can be effectuated. There is no assurance that they will be able to obtain additional financing from their existing lenders or otherwise. In either such case, the

liquidity necessary to bridge to the closing under the Purchase Agreement may be materially impaired.

2. Risk of Non-Confirmation of Plan

Although the Subsidiary Debtors believe that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion or that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate re-solicitation of votes. Moreover, the Debtors can make no assurances that they will receive the requisite acceptances to confirm the Plan through this solicitation process. Even if all voting Classes voted in favor of the Plan or the requirements for "cramdown" are met with respect to any Class that rejects the Plan, the Bankruptcy Court, which may exercise substantial discretion as a court of equity, may choose not to confirm the Plan. If the Plan is not confirmed, it is unclear what distributions holders of Claims or Interests ultimately would receive with respect to their Claims or Interests in a subsequent plan of reorganization.

3. Risk of Failing to Satisfy Vote Requirement

In the event that the Debtors are unable to obtain sufficient votes from the Voting Classes, the Debtors may seek to accomplish an alternative chapter 11 plan or seek to cram down the Plan on non-accepting Classes. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to holders of Allowed Claims as those proposed in the Plan.

4. Non-Consensual Confirmation

In the event that any impaired class of claims or equity interests does not accept or is deemed not to accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. Should any Class vote to reject the Plan, these requirements must be satisfied with respect to such rejecting Classes. The Debtors believe that the Plan satisfies these requirements.

5. Risk Related to Parties in Interest Objecting to the Debtors' Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that a party in interest will not object or that the Bankruptcy Court will approve the classifications.

6. Risk of Non-Occurrence of Effective Date

The Purchase Agreement provides that the Closing Date (as defined therein) will occur 150 days after the Petition Date, which may be extended in certain circumstances up to 365 days. Although the Debtors believe that the Closing Date will occur as soon as is practical, there can be no

assurance as to the timing of the Closing Date. Further, if the conditions precedent to the Effective Date set forth in the Plan have not occurred or have not been waived as set forth in Article XI of the Plan, then the Confirmation Order may be vacated, in which event no distributions would be made under the Plan, the Subsidiary Debtors and all holders of Claims or Interests would be restored to the status quo as of the day immediately preceding the Confirmation Date, and the Debtors' obligations with respect to Claims and Interests would remain unchanged.

7. Risks Associated with the Purchase Agreement

As set forth above, the Plan is premised on the Purchase Agreement which provides for the closing of the Sale Transaction and the proceeds from such closing to be distributed in accordance with the Plan. There are various closing conditions under the Purchase Agreement, which the Debtors believe they can satisfy. However, in the event the Debtors fail to satisfy any of the closing conditions or the Purchase Agreement is terminated in accordance with its terms for any reason as permitted therein, this could significantly impact the Chapter 11 Cases and distributions to holders of Claims and Interests.

8. Risk of Termination of Restructuring Support Agreement

As set forth above, the RSA contains certain provisions that give the Mezzanine Lender and the Series E Notes Trustee the ability to terminate the RSA if various conditions are not satisfied. Termination of the RSA could result in protracted Chapter 11 Cases, which could significantly and detrimentally impact the recoveries to holders of Claims and Interests.

9. Conversion into Chapter 7 Cases

If no plan of reorganization can be confirmed, or if the Bankruptcy Court otherwise finds that it would be in the best interest of holders of Claims and Interests, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed or elected to liquidate the Subsidiary Debtors' assets for distribution in accordance with the priorities established by the Bankruptcy Code. *See* Section XI hereof, as well as the Liquidation Analysis attached hereto as **Exhibit D**, for a discussion of the effects that a chapter 7 liquidation would have on the recoveries of holders of Claims and Interests.

B. Additional Factors Affecting the Value of Debtors

1. Claims Could Be More than Projected

There can be no assurance that the estimated Allowed amount of Claims in certain Classes will not be significantly more than projected, which, in turn, could cause the value of distributions to be reduced substantially. Inevitably, unanticipated events and circumstances may affect the ultimate results. Therefore, the actual amount of Allowed Claims may vary from the Debtors' feasibility analysis, and the variation may be material.

2. Valuation Regarding Avoidance Actions and Causes of Action

Under the Plan, the Plan Administrator has the right to pursue and prosecute Avoidance Actions and other Causes of Action. The Debtors have not performed an analysis of the potential value, if

any, of the Avoidance Actions or other Causes of Action. The amount and timing of recovery thereof are unknown. Any proceeds of the Avoidance Actions and other Causes of Action would benefit the holders of General Unsecured Claims.

C. Additional Factors

1. Debtors Could Withdraw Plan

Subject to the terms of, and without prejudice to, the rights of any party to the RSA, the Plan may be revoked or withdrawn prior to the Confirmation Date by the Debtors.

2. Debtors Have No Duty to Update

The statements contained in this Disclosure Statement are made by the Debtors as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has been no change in the information set forth herein since that date. The Debtors have no duty to update this Disclosure Statement unless otherwise ordered to do so by the Bankruptcy Court.

3. No Representations Outside this Disclosure Statement Are Authorized

No representations concerning or related to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than those contained in, or included with, this Disclosure Statement should not be relied upon in making the decision to accept or reject the Plan.

4. No Legal or Tax Advice Is Provided by this Disclosure Statement

The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each holder of a Claim or Interest should consult their own legal counsel and accountant as to legal, tax, and other matters concerning their Claim or Interest.

This Disclosure Statement is not legal advice to you. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or whether to object to confirmation of the Plan.

5. No Admission Made

Nothing contained herein or in the Plan shall constitute an admission of, or shall be deemed evidence of, the tax or other legal effects of the Plan on the Debtors or holders of Claims or Interests.

6. Certain Tax Consequences

For a discussion of certain tax considerations to the Debtors and certain holders of Claims in connection with the implementation of the Plan, *see* Section VII hereof.

IX.
VOTING PROCEDURES AND REQUIREMENTS

Before voting to accept or reject the Plan, all creditors in the Voting Classes should carefully review the Plan attached hereto as Exhibit A. All descriptions of the Plan set forth in this Disclosure Statement are subject to the terms and provisions of the Plan.

A. Voting Instructions and Voting Deadline

The Debtors are providing copies of this Disclosure Statement (including all exhibits and appendices) and related materials and a ballot (collectively, a "**Solicitation Package**") to all record holders of Claims in the Voting Classes.

The Solicitation Package for the Series E Notes Trustee will include a master ballot through which the Series E Notes Trustee will be authorized to vote on behalf of the Series E Noteholders. The individual Series E Noteholders' votes were previously solicited in accordance with Israeli Law as provided for in the Series E Deed of Trust. Under the applicable provisions of the Series E Note Deed of Trust and in accordance with applicable Israeli securities law, the Series E Noteholders overwhelmingly voted to authorize and direct the Series E Notes Trustee to vote their claims in favor of the Plan, subject to receipt by the Series E Notes Trustee of a Disclosure Statement and Plan that comply with the terms of the RSA.

Each ballot contains detailed voting instructions. Each ballot also sets forth in detail, among other things, the deadlines, procedures, and instructions for voting to accept or reject the Plan, the record date for voting purposes, and the applicable standards for tabulating ballots. The record date for determining which holders are entitled to vote on the Plan is August 19, 2021. Please complete the information requested on the ballot, sign, date and indicate your vote on the ballot, and return the completed ballot in the manner specified on the ballot you received.

FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT NO LATER THAN OCTOBER 18, 2021 at 5:00 P.M. EASTERN TIME (THE "VOTING DEADLINE").

ANY BALLOT THAT IS EXECUTED AND RETURNED BUT WHICH DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED IN DETERMINING ACCEPTANCE OF THE PLAN.

If you hold a Claim in a Voting Class and you did not receive a ballot, received a damaged ballot, or lost your ballot, or if you have any questions concerning the procedures for voting on the prepackaged Plan, please contact any of the representatives at the Voting Agent at (212) 771-1128 or (ii) by emailing DRCVote@DonlinRecano.com.

B. Parties Entitled to Vote

Under the Bankruptcy Code, only holders of Claims or Interests in "impaired" classes are entitled to vote on the Plan. Pursuant to section 1124 of the Bankruptcy Code, a class of Claims or Interests

is "impaired" under the Plan unless (1) the Plan leaves unaltered the legal, equitable, and contractual rights to which such Claim or Interest entitles the holder thereof or (2) notwithstanding any legal right to an accelerated payment of such Claim or Interest, the Plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

If, however, the holder of an impaired Claim or Interest will not receive or retain any distribution under the Plan on account of such Claim or Interest, the Bankruptcy Code deems such holder to have rejected the Plan, and, accordingly, holders of such Claims and Interests do not actually vote on the Plan and will not receive a Ballot. If a Claim or Interest is not impaired by the Plan, the Bankruptcy Code presumes the holder of such Claim or Interest to have accepted the Plan and, accordingly, holders of such Claims and Interests are not entitled to vote on the Plan, and also will not receive a Ballot.

A vote may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

Pursuant to the provisions of the Bankruptcy Code, only holders of allowed claims or equity interests in classes of claims or equity interests that are impaired and that are not deemed to have rejected a proposed plan are entitled to vote to accept or reject such proposed plan. Classes of claims or equity interests in which the holders of claims or equity interests are unimpaired under a chapter 11 plan are deemed to have accepted such plan and are not entitled to vote to accept or reject the plan.

a) **EG I:** As set forth above, all of the holders of Claims against and Interests in EG I are unimpaired and holders of Allowed Claims and Allowed Interests will be paid in full under the Plan. Accordingly none of the holders of Claims against or Interests in EG I have been, or will be, solicited in connection with the Plan. The holders of Claims against, and Interests in, EG I will receive notice of the hearing to consider approval of this Disclosure Statement and confirmation of the Plan and related dates and deadlines.

b) **EG II:** The EG II Voting Classes are comprised of holders of Claims in Class 2 (Series E Secured Claims) and Class 5 (EG II General Unsecured Claims). As set forth above, in addition to trade and other general unsecured creditors, Class 5 (General Unsecured Claims) includes the deficiency claims of the Series E Noteholders and the claims of any parties that have asserted mechanic's, materialman's or other similar lien claims against EG II which the Debtors believe are wholly unsecured because the Series E Noteholders have recorded their liens first in time which grants them priority under applicable New York law, and the EG II Sale Proceeds will be insufficient to pay Series E Noteholders and mechanics' lienholders in full. The EG II Non-Voting Classes are comprised of (a) holders of Claims against EG II in Class 1 (Priority Non-Tax Claims), Class 3 (Other Secured Claims), and Class 4 (Convenience Class Claims), which are unimpaired under the Plan and the votes of the holders of these Claims were not and will not be solicited, and (b) holders of Claims in Class 6 (Intercompany Claims) and Interests in Class

7 (Equity Interests) as such classes will receive not receive or retain any property under the Plan. On the date hereof, the Subsidiary Debtors, through their Voting Agent, caused copies of the Solicitation Packages (as defined below) to be transmitted to (i) the Series E Notes Trustee, on behalf of the Series E Noteholders on account of their Class 2 Series E Secured Claims and their Class 5 General Unsecured deficiency claims, and (ii) the other holders of Class 5 General Unsecured Claims against EG II. The Subsidiary Debtors transmitted one Solicitation Package to the Trustee on account of the Series E Noteholders' Class 2 Series E Secured Claims and their Class 5 Series E Deficiency Claims. Approximately 40 total Solicitation Packages were transmitted to the other holders of Class 5 General Unsecured Claims against EG II.

c) **EGM:** The Mezzanine Lender, as the holder of the Class 2 (Mezzanine Loan Claim), is the only known creditor of EGM and the only party entitled to vote under the Plan in the EGM Voting Class. To the extent there are any Class 1 (Priority Non-Tax Claims) Claims against EGM, those claims will be unimpaired and paid in full. All other classes of Claims against, or interests in, EGM will not receive or retain any property under the Plan, and, as such, their votes will not be solicited with respect to the Plan. The holders of Claims against, and Interests in, EGM will receive notice of the hearing to consider approval of this Disclosure Statement and confirmation of the Plan and related dates and deadlines. Due to EGM's status as a debtor in possession, the Debtors have not yet commenced the solicitation of the vote of the Mezzanine Lender, and anticipate requesting conditional approval of this Disclosure Statement following the commencement of the Subsidiary Debtors' Chapter 11 Cases for the sole purpose of allowing them to solicit the Mezzanine Lender's vote on the Plan. Given that the Mezzanine Lender is a party to the RSA, the Debtors expect that the Mezzanine Lender will vote to accept the Plan very shortly after such conditional approval is granted.

Claims in the Voting Classes shall be temporarily allowed in the amount set forth in the Debtors' books and records for voting purposes only, subject to the following:

i. If the Debtors' books and records reflect that a Claim is contingent, partially unliquidated, or disputed, such Claim shall be allowed in the partially liquidated amount for voting purposes only;

ii. If a Claim is wholly contingent, unliquidated, or disputed, such Claim is accorded one vote and valued at one dollar ($1.00) for voting purposes only, and not for purposes of allowance or distribution;

iii. If a creditor holds or has purchased, based on the Debtors' books and records, duplicate claims within the same class against the same Debtor, such creditor shall be provided with only one Solicitation Package and one ballot for voting a single claim in such class against such Debtor;

iv. If a creditor holds more than one (1) non-duplicative claim within a particular class against the same Debtor, such creditor shall be treated as if

such creditor has only one (1) claim in such class in the aggregate dollar amount of such claims against such Debtor; and

v. If a creditor seeks to challenge the allowance of its claim for voting purposes, the creditor shall file with this Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such claim for voting purposes in a different amount. Upon the filing of any such motion, the creditor's Ballot shall not be counted unless temporarily allowed by an order of this Court entered prior to or concurrent with entry of an order confirming the Plan. All motions pursuant to Bankruptcy Rule 3018(a) must be filed on or before October 11, 2021, which date is seven (7) days prior to the Voting Deadline.

The Plan provides for the allowed amount of the JPM Secured Claims, Mezzanine Loan Claim, and Series E Claims.

For a detailed description of the treatment of Claims and Interests under the Plan, *see* Section VI of this Disclosure Statement.

C. Agreements Upon Furnishing Ballots

The delivery of an accepting ballot pursuant to one of the procedures set forth above will constitute the agreement of the creditor with respect to such ballot to accept (i) all of the terms of, and conditions to, this solicitation; and (ii) the terms of the Plan including the injunction, releases, and exculpations set forth in Sections 12.5, 12.6 and 12.7 therein. All parties in interest retain their right to object to confirmation of the Plan, subject to any applicable terms of the RSA.

D. Change of Vote

Except as provided in the RSA, any party who has previously submitted to the Voting Agent prior to the Voting Deadline a properly completed ballot may revoke such ballot and change its vote by submitting to the Voting Agent prior to the Voting Deadline a subsequent, properly completed ballot for acceptance or rejection of the prepackaged Plan.

E. Waivers of Defects, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of ballots will be determined by the Voting Agent and/or the Debtors, as applicable, in their sole discretion, which determination will be final and binding. The Debtors reserve the right to reject any and all ballots submitted by any of their creditors not in proper form, the acceptance of which would, in the opinion of the Debtors or their counsel, as applicable, be unlawful. The Debtors further reserve their rights to waive any defects or irregularities or conditions of delivery as to any particular ballot by any of their creditors. The interpretation (including the ballot and the respective instructions thereto) by the applicable Debtor, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Debtors (or the Bankruptcy Court) determine. Neither the Debtors nor any other person will be under any duty to provide notification of defects or

irregularities with respect to deliveries of ballots nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

F. Miscellaneous

Unless otherwise ordered by the Bankruptcy Court, ballots that are signed, dated, and timely received, but on which a vote to accept or reject the Plan has not been indicated, will not be counted in determining acceptance or rejection of the Plan. The Debtors, in their sole discretion, may request that the Voting Agent attempt to contact such voters to cure any such defects in the ballots. If you return more than one ballot voting different Claims with the ballots reflecting different votes, and you do not correct this before the Voting Deadline, those ballots will not be counted. An otherwise properly executed ballot that attempts to partially accept and partially reject the Plan will likewise not be counted.

The ballots provided to the holders of Claims in the voting Classes will reflect the principal amount of such claimant's Claim; however, when tabulating votes, the Voting Agent may adjust the amount of such claimant's Claim by multiplying the principal amount by a factor that reflects all amounts accrued between the Record Date and the Petition Date including, without limitation, interest.

Under the Bankruptcy Code, for purposes of determining whether the requisite acceptances have been received, only holders of Claims in Voting Classes who actually vote will be counted. The failure of a holder to deliver a duly executed ballot to the Voting Agent will be deemed to constitute an abstention by such holder with respect to voting on the Plan and such abstentions will not be counted as votes for or against the Plan.

Except as provided below, unless the ballot is timely submitted to the Voting Agent before the Voting Deadline, together with any other documents required by such ballot, the Debtors may, in their sole discretion, reject such ballot as invalid, and therefore decline to utilize it in connection with seeking confirmation of the Plan.

X.
CONFIRMATION OF PLAN

A. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a confirmation hearing upon appropriate notice to all required parties. On, or as promptly as practicable after, the Petition Date, the Debtors will request that the Bankruptcy Court schedule a combined Disclosure Statement Hearing and Confirmation Hearing. Notice of the Combined Hearing will be provided to all known holders of Claims and Interests or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the continuation date made at the Confirmation Hearing, at any subsequent continued Confirmation Hearing, or pursuant to a notice filed on the docket for the Chapter 11 Cases.

B. Objections to Confirmation

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of a plan. Any objection to confirmation of the Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules for the Bankruptcy Court of the Southern District of New York (the "**Local Rules**"), must set forth the name of the objector, the nature and amount of Claims held or asserted by the objector against the Debtors' estates or properties, the basis for the objection and the specific grounds thereof, and must be filed with the Bankruptcy Court, with a copy to the chambers of the United States Bankruptcy Judge appointed to the Chapter 11 Cases, together with proof of service thereof, and served upon the following parties in accordance with the Local Rules and via email, including such other parties as the Bankruptcy Court may order:

(c) The Debtors:

c/o All Year Holdings Limited
199 Lee Avenue, #693,
Brooklyn, NY 11211
Attn: Mr. Asaf Ravid and Mr. Ephraim Diamond
Email: ravidasaf@gmail.com and ephraim@arbelcapital.com.

-and-

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holtzer, Esq.
Jacqueline Marcus, Esq.
Matthew Goren, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Gary.Holtzer@weil.com
Jacqueline.marcus@weil.com
Matthew.Goren@weil.com

(d) The Series E Notes Trustee:

Mishmeret Trust Company Ltd.
48 Menachem Begin Road
Tel Aviv 6618001
Israel

-and-

Chapman and Cutler LLP
1270 Avenue of the Americas
New York, NY 10020
Attention: Michael Friedman

Email: friedman@chapman.com

-and-

Chapman and Cutler LLP
111 West Monroe Street
Chicago, IL 60603
Attention: Stephen Tetro
Email: stetro@chapman.com

(e) The Mezzanine Lender

MREF REIT Lender 9 LLC
c/o Mack Real Estate Group
60 Columbus Circle, 20th Floor
New York, New York 10023
Attention: Kevin Cullinan

-and-

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Attention: Michael Goldstein and Kizzy Jarashow
Email: mgoldstein@goodwinlaw.com
kjarashow@goodwinlaw.com

(f) The Purchaser

Atlas Capital Group LLC
450 Park Avenue
New York, New York 10022
Attention: Andrew B. Cohen

-and-

Thompson Hine LLP
335 Madison Avenue
New York, New York 10017
Attention: John Bae
Johnathan Hawkins
Email: john.bae@thompsonhine.com
jonathan.hawkins@thompsonhine.com

(g) The United States Trustee

The United States Trustee Office Region 2
Attn: Andrea B. Schwartz and Shara Cornell, Esq.
U.S. Federal Building
201 Varick Street, Room 1006
New York, NY 10014-7016
Email: andrea.b.schwartz@usdoj.gov
shara.cornell@usdoj.gov

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

C. Requirements for Confirmation of Plan

1. Requirements of Section 1129(a) of the Bankruptcy Code

(a) General Requirements.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the confirmation requirements specified in section 1129(a) of the Bankruptcy Code have been satisfied including, without limitation, whether:

(i) the Plan complies with the applicable provisions of the Bankruptcy Code;

(ii) the Debtors have complied with the applicable provisions of the Bankruptcy Code;

(iii) the Plan has been proposed in good faith and not by any means forbidden by law;

(iv) any payment made or promised by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been disclosed to the Bankruptcy Court, and any such payment made before confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;

(v) the Debtors have disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director or officer, or voting trustee of the debtor, an affiliate of the debtor participating in a joint plan with the debtor, or a successor to the debtor under the plan;

(vi) with respect to each Class of Claims or Interests, each holder of an impaired Claim has either accepted the Plan or will receive or retain under the Plan, on account of such holder's Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date of the Plan under chapter 7 of the Bankruptcy Code;

(vii) except to the extent the Plan meets the requirements of section 1129(b) of the Bankruptcy Code (as discussed further below), each Class of Claims either accepted the Plan or is not impaired under the Plan;

(viii) except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that administrative expenses and priority Claims, other than priority tax Claims, will be paid in full on the Effective Date, and that priority tax Claims will receive either payment in full on the Effective Date or deferred cash payments over a period not exceeding five years after the Commencement Date, of a value, as of the Effective Date of the Plan, equal to the allowed amount of such Claims;

(ix) at least one Class of impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in such Class;

(x) confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan; and

(xi) all fees payable under section 1930 of title 28, as determined by the Bankruptcy Court at the Confirmation Hearing, have been paid or the Plan provides for the payment of all such fees on the Effective Date of the Plan.

(b) Acceptance of the Plan

Under the Bankruptcy Code, a Class accepts a chapter 11 plan if (1) holders of at least two-thirds (2/3) in amount and (2) with respect to holders of Claims, more than a majority in number of the allowed claims in such class (other than those designated under section 1126(e) of the Bankruptcy Code) vote to accept the Plan.

Holders of Claims or Interests that fail to vote are not counted in determining the thresholds for acceptance of the Plan.

IF ALL OTHER CONFIRMATION REQUIREMENTS ARE SATISFIED AT THE CONFIRMATION HEARING, THE DEBTORS WILL ASK THE BANKRUPTCY COURT TO RULE THAT THE PLAN MAY BE CONFIRMED ON THE GROUND THAT THE SECTION 1129(b) REQUIREMENTS HAVE BEEN SATISFIED.

(c) Best Interests Test

As noted above, with respect to each impaired class of claims and equity interests, confirmation of a plan requires that each such holder either (i) accept the Plan or (ii) receive or retain under the plan property of a value, as of the Effective Date of the Plan, that is not less than the value such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. This requirement is referred to as the "best interests test."

This test requires a Bankruptcy Court to determine what the holders of allowed claims and allowed equity interests in each impaired class would receive from a liquidation of the debtor's assets and properties in the context of a liquidation under chapter 7 of the Bankruptcy Code. To determine if a plan is in the best interests of each impaired class, the value of the distributions from the proceeds of the liquidation of the debtor's assets and properties (after subtracting the amounts attributable to the aforesaid claims) is then compared with the value offered to such classes of claims and equity interests under the plan.

The Debtors believe that under the Plan all holders of impaired Allowed Claims and Interests will receive property with a value not less than the value such holder would receive in a liquidation under chapter 7 of the Bankruptcy Code. The Debtors' belief is based primarily on (i) consideration of the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of impaired Allowed Claims and Interests and (ii) the Liquidation Analysis attached hereto as **Exhibit D**.

The Debtors believe that any liquidation analysis is speculative, as it is necessarily premised on assumptions and estimates which are inherently subject to significant uncertainties and contingencies, many of which would be beyond the control of the Debtors. The Liquidation Analysis provided in **Exhibit D** is solely for the purpose of disclosing to holders of Claims the effects of a hypothetical chapter 7 liquidation of the Debtors, subject to the assumptions set forth therein. There can be no assurance as to values that would actually be realized in a chapter 7 liquidation nor can there be any assurance that a bankruptcy court will accept the Debtors' conclusions or concur with such assumptions in making its determinations under section 1129(a)(7) of the Bankruptcy Code.

(d) Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that a debtor demonstrate that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization. Given that the Plan provides for the liquidation of the Debtors, the Bankruptcy Court will find that the Plan is feasible if it determines that the Debtors will be able to satisfy the conditions precedent to the Effective Date and otherwise have sufficient funds to meet their post-Confirmation Date obligations to pay for the costs of administering and fully consummating the Plan, including sufficient funds for the Plan Administrator to liquidate the Debtors' remaining assets. The Debtors

believe the Plan satisfies the financial feasibility requirement imposed by the Bankruptcy Code. Section XI hereof sets forth certain risk factors that could impact the feasibility of the Plan.

2. Additional Requirements for Non-Consensual Confirmation

In the event that any impaired Class of Claims or Interests does not accept or is deemed to reject the Plan, the Court may still confirm the Plan at the request of the Debtors if, as to each impaired Class of Claims or Interests that has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable", pursuant to section 1129(b) of the Bankruptcy Code. Both of these requirements are in addition to other requirements established by case law interpreting the statutory requirements.

The Debtors submit that the "unfair discrimination" and "fair and equitable" tests are satisfied, as discussed in further detail below.

(a) Unfair Discrimination Test

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under the plan. A chapter 11 plan does not discriminate unfairly, within the meaning of the Bankruptcy Code, if the legal rights of a dissenting class are treated in a manner consistent with the treatment of other classes whose legal rights are substantially similar to those of the dissenting class and if no class of claims or interests receives more than it legally is entitled to receive for its claims or interests. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair."

The Debtors believe the Plan satisfies the "unfair discrimination" test. Claims of equal priority are receiving comparable treatment and such treatment is fair under the circumstances.

(b) Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (e.g., secured versus unsecured; claims versus interests) and includes the general requirement that no class of claims receive more than 100% of the allowed amount of the claims in such class. As to the dissenting class, the test sets different standards that must be satisfied for the plan to be confirmed, depending on the type of claims or interests in such class. The following sets forth the "fair and equitable" test that must be satisfied as to each type of class for a plan to be confirmed if such class rejects the plan.

The Debtors believe that the Plan satisfies the "fair and equitable" test as further explained below.

- **Secured Creditors**. Each holder of an impaired secured claim either (a) retains its liens on the property, to the extent of the allowed amount of its secured claim, and receives deferred cash payments having a value, as of the effective date of the plan, of at least the allowed amount of such secured claim, (b) has the right to credit bid the amount of its claim if its property is sold and retains its lien on the proceeds of the sale, or (c) receives the "indubitable equivalent" of its allowed secured claim. With respect to EG II, the Plan provides that holders of Series E Secured Claims shall receive, on account of such Allowed Claims, their Pro Rata Share of the Series E Secured Claim Distribution. With respect to

EGM, the Plan provides that the Mezzanine Lender will receive the Excess EGM Cash, its Pro Rata Share of the amounts recovered by the Plan Administrator of EGM, if any, from prosecution of Avoidance Actions or other Causes of Action of EG I and EGM net of fees and expenses associated with prosecuting such action, and the remainder of the EG I Disputed Claims Reserve after each Disputed Claim against EG I has been liquidated and paid, if applicable, in accordance with the terms hereof.[22] Accordingly, the Plan meets the "fair and equitable" test with respect to Secured Claims against EG II and EGM.

- **Unsecured Creditors**. Either (a) each holder of an impaired unsecured claim receives or retains under the plan, property of a value, as of the effective date of the plan, equal to the amount of its allowed claim or (b) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan. Although holders of General Unsecured Claims against EG II are not likely to receive payment in full of their claims, the Plan provides that the holder of the Equity Interests in EG II will not receive or retain any property under the Plan. Accordingly, the Plan meets the "fair and equitable" test with respect to General Unsecured Claims against EG II.

- **Interests**. Either (a) each equity interest holder will receive or retain under the plan property of a value equal to the greater of (i) the fixed liquidation preference or redemption price, if any, of such equity interest and (ii) the value of the equity interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the plan. With respect to EG I, EGM, the owner of all of the Interests in EG I, will receive all of the remaining assets of EG I after payment in full of Allowed Claims against EG I, which is equal to the value of its equity interest. With respect to EGM, there are no holders of equity interests that are junior to All Year Holdings LLC, the holder of the Interests in EGM that will receive any property under the Plan. With respect to EG II, there are no holders of equity interests that are junior to Evergreen Gardens Holdings II LLC, the holder of the Interests in EG II, that will receive any property under the Plan. Accordingly, the Plan meets the "fair and equitable" test with respect to those Interests.

XI.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors have evaluated several alternatives to the Plan. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries to parties in interest, assuming confirmation and consummation of the Plan. If the Plan is not confirmed and consummated, the alternatives to the Plan are (i) the preparation and presentation of an alternative

[22] Under the Plan, the Excess EGM Cash means Cash in the amount equal to the EG I Sale Proceeds, less (a) the amount necessary to pay in full all Allowed Claims against EG I, (b) the amount necessary to fund the EG I Disputed Claims Reserve, (c) the amount necessary to pay all the Allowed Administrative Expenses of EG I and EGM, and (d) the amount necessary to fund the Wind-Down Budget for EGM.

plan of reorganization, (ii) a sale of the Debtors' assets pursuant to section 363 of the Bankruptcy Code, or (iii) a liquidation under chapter 7 of the Bankruptcy Code.

A. Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors (or if the Debtors' exclusive period in which to file a plan of reorganization has expired, any other party in interest) could attempt to formulate a different plan. Such a plan might involve the sale of the Debtors' assets to a party other than the Purchaser through a newly negotiated purchase and sale agreement. Based upon their extensive prepetition marketing efforts, the Debtors believe that the Plan premised on the Purchase Agreement, as described herein, enables their creditors to realize the most value under the circumstances.

B. Sale Under Section 363 of the Bankruptcy Code

If the Plan is not confirmed, the Debtors could seek authorization from the Bankruptcy Court, after notice and a hearing, to sell their assets under section 363 of the Bankruptcy Code. However, upon analysis and consideration of this alternative, the Debtors do not believe a sale of their assets under section 363 of the Bankruptcy Code would yield a higher recovery for holders of Claims than the Plan.

C. Liquidation Under Chapter 7 or Applicable Non-Bankruptcy Law

If no plan can be confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution to their creditors in accordance with the priorities established by the Bankruptcy Code. The effect a chapter 7 liquidation would have on the recovery of holders of allowed Claims and Interests is set forth in the Liquidation Analysis attached hereto as **Exhibit D**.

As noted in Exhibit D, the Debtors believe that liquidation under chapter 7 would result in smaller distributions to creditors than those provided for in the Plan because of the delay resulting from the conversion of the cases and the additional administrative expenses associated with the appointment of a trustee and the trustee's retention of professionals who would be required to become familiar with the many legal and factual issues in the Debtors' Chapter 11 Cases.

XII.
CONCLUSION AND RECOMMENDATION

The Debtors believe the Plan is in the best interests of all stakeholders and urge the holders of Claims in the Voting Classes to vote in favor thereof.

Dated: September 13, 2021

Respectfully submitted,

EVERGREEN GARDENS I, LLC
EVERGREEN GARDENS II, LLC
EVERGREEN GARDENS MEZZ, LLC

By: /s/ *Asaf Ravid*
Name: Asaf Ravid
Title: Chief Executive Officer and Chief Restructuring Officer of All Year Holdings, Ltd.
Authorized Signatory for the Debtors

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
EVERGREEN GARDENS MEZZ LLC, *et al.*,	:	**Case No. 21-10335 (MG)**
Debtors.[1]	:	**(Joint Administration Pending)**

JOINT CHAPTER 11 PLAN OF EVERGREEN GARDENS I LLC, EVERGREEN GARDENS II LLC, AND EVERGREEN GARDENS MEZZ LLC

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Dated: September 13, 2021
New York, New York

[1]The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are Evergreen Gardens Mezz LLC (0416); Evergreen Gardens I LLC (2211); and Evergreen Gardens II LLC (6782). The Debtors' principal offices are located at 199 Lee Avenue, Suite 693, Brooklyn, New York 11211.

Table of Contents

Page

ARTICLE I DEFINITIONS AND INTERPRETATION. 6
A. Definitions. 6
B. Interpretation; Application of Definitions and Rules of Construction 16
C. Reference to Monetary Figures. 17
D. Controlling Document. 17
E. Certain Consent Rights. 17
ARTICLE II ADMINISTRATIVE EXPENSES, PRIORITY CLAIMS AND DIP CLAIMS 17
2.1. Administrative Expense Claims. 17
2.2. Fee Claims. 18
2.3. Priority Tax Claims. 19
2.4. DIP Claims. 19
2.5. Cash Collateral/Adequate Protection Claims. 19
ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS. 19
3.1. Separate Plans 19
3.2. Classification in General. 20
3.3. Summary of Classification. 20
3.4. Special Provision Governing Unimpaired Claims. 21
3.5. Elimination of Vacant Classes. 21
3.6. Voting Classes; Presumed Acceptance by Non-Voting Classes. 22
3.7. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code. 22
ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS FOR EG I. 22
4.1. Priority Non-Tax Claims (Class 1). 22
4.2. JPM Secured Claims (Class 2). 22
4.3. Other Secured Claims (Class 3). 23
4.4. General Unsecured Claims (Class 4). 23
4.5. Intercompany Claims (Class 5). 23

4.6. Equity Interests (Class 6). 24

ARTICLE V TREATMENT OF CLAIMS AND INTERESTS FOR EG II. 24

5.1. Priority Non-Tax Claims (Class 1). 24

5.2. Series E Secured Claims (Class 2). 25

5.3. Other Secured Claims (Class 3). 25

5.4. Convenience Claims (Class 4). 26

5.5. General Unsecured Claims (Class 5). 26

5.6. Intercompany Claims (Class 6). 26

5.7. Equity Interests (Class 7). 27

ARTICLE VI TREATMENT OF CLAIMS AND INTERESTS FOR EGM. 27

6.1. Priority Non-Tax Claims (Class 1). 27

6.2. Mezzanine Loan Claim (Class 2). 27

6.3. Equity Interests (Class 3). 28

ARTICLE VII MEANS FOR IMPLEMENTATION. 28

7.1. No Substantive Consolidation. 28

7.2. The Sale Transaction, Allocation of Sale Proceeds, and Repayment of Certain Obligations 28

7.3. Settlement of 2020 PSA Claim. 29

7.4. Issuance of Equity in the Post-Effective Debtors 29

7.5. Wind Down and Dissolution of the Debtors. 29

7.6. Effectuating Documents; Further Transactions. 31

7.7. Cancellation of Existing Securities and Agreements. 33

7.8. Cancellation of Liens. 33

7.9. Subordination Agreements. 34

7.10. Closing of the Chapter 11 Cases. 34

7.11. Notice of Effective Date. 34

ARTICLE VIII DISTRIBUTIONS. 34

8.1. Distributions Generally. 34

8.2. Distribution Record Date. 34
8.3. Date of Distributions. 34
8.4. Disbursing Agent. 35
8.5. Rights and Powers of Disbursing Agent. 35
8.6. Expenses of Disbursing Agent. 35
8.7. Postpetition Interest on Claims. 36
8.8. Delivery of Distributions. 36
8.9. Distributions after Effective Date. 37
8.10. Unclaimed Property. 37
8.11. Time Bar to Cash Payments. 37
8.12. Manner of Payment under Plan. 37
8.13. Satisfaction of Claims. 38
8.14. Minimum Cash Distributions. 38
8.15. Setoff and Recoupment. 38
8.16. Allocation of Distributions between Principal and Interest. 38
8.17. No Distribution in Excess of Amount of Allowed Claim. 38
8.18. Distributions Free and Clear. 38
8.19. Withholding and Reporting Requirements. 38
ARTICLE IX PROCEDURES FOR DISPUTED CLAIMS. 39
9.1. Priming Claims and Liens 39
9.2. Objections to Claims. 39
9.3. Resolution of Disputed Administrative Expenses and Disputed Claims. 40
9.4. Payments and Distributions with Respect to Disputed Claims. 40
9.5. Distributions after Allowance. 40
9.6. Estimation of Claims. 40
9.7. No Distributions Pending Allowance. 40
9.8. Claim Resolution Procedures Cumulative. 40

9.9. Interest. 41

9.10. Insured Claims. 41

9.11. Tax Treatment of EG I Disputed Claims Reserve. 41

ARTICLE X EXECUTORY CONTRACTS AND UNEXPIRED LEASES. 41

10.1. General Treatment. 41

10.2. Determination of Assumption Disputes and Deemed Consent. 42

10.3. Rejection Damages Claims. 43

10.4. Insurance Policies. 43

10.5. Intellectual Property Licenses and Agreements. 44

10.6. Assignment. 44

10.7. Modifications, Amendments, Supplements, Restatements, or Other Agreements. 44

10.8. Reservation of Rights. 44

ARTICLE XI CONDITIONS PRECEDENT TO CONFIRMATION OF PLAN AND EFFECTIVE DATE. 45

11.1. Conditions Precedent to Confirmation of Plan. 45

11.2. Conditions Precedent to Effective Date. 45

11.3. Waiver of Conditions Precedent. 46

11.4. Effect of Failure of a Condition. 47

ARTICLE XII EFFECT OF CONFIRMATION OF PLAN. 47

12.1. Vesting of Assets. 47

12.2. Binding Effect. 47

12.3. Discharge of Claims and Termination of Interests. 47

12.4. Term of Injunctions or Stays. 48

12.5. Injunction. 48

12.6. Releases. 49

12.7. Exculpation. 50

12.8. Retention of Causes of Action/Reservation of Rights. 51

ARTICLE XIII RETENTION OF JURISDICTION. 51
13.1. Retention of Jurisdiction. 51
13.2. Courts of Competent Jurisdiction. 53
ARTICLE XIV MISCELLANEOUS PROVISIONS. 53
14.1. Payment of Statutory Fees. 53
14.2. Substantial Consummation of the Plan. 53
14.3. Plan Supplement. 53
14.4. Request for Expedited Determination of Taxes. 53
14.5. Exemption from Certain Transfer Taxes. 54
14.6. Amendments. 54
14.7. Effectuating Documents and Further Transactions. 55
14.8. Revocation or Withdrawal of Plan. 55
14.9. Severability of Plan Provisions. 55
14.10. Governing Law. 56
14.11. Time. 56
14.12. Dates of Actions to Implement the Plan. 56
14.13. Immediate Binding Effect. 56
14.14. Deemed Acts. 56
14.15. Successor and Assigns. 56
14.16. Entire Agreement. 56
14.17. Exhibits to Plan. 57
14.18. Notices. 57

Each of Evergreen Gardens I LLC ("***EG I***"), Evergreen Gardens II LLC ("***EG II***" and, together with EG I, each a "***Subsidiary Debtor***" and, collectively, the "***Subsidiary Debtors***"), and Evergreen Gardens Mezz LLC ("***EGM***" and, together with the Subsidiary Debtors, each a "***Debtor***" and, collectively, the "***Debtors***") propose the following joint chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A.

ARTICLE I DEFINITIONS AND INTERPRETATION.

A. **Definitions.** The following terms shall have the respective meanings specified below:

1.1 "***2020 PSA***" means that certain Contract of Sale dated January 15, 2020, including that certain Memorandum of Contract dated as of the same, as amended by that certain Amendment to Contract of Sale dated as of January 17, 2020, among EG I, EG II and the 2020 PSA Claimant.

1.2 "***2020 PSA Claim***" means the 2020 PSA Claimant's Claim arising from the 2020 PSA, which shall be an Allowed General Unsecured Claim against each of EG I and EG II in the amount of $6.0 million in accordance with the 2020 PSA Settlement Agreement and allocated between EG I and EG II as set forth in the RSA.

1.3 "***2020 PSA Claimant***" means Melrose Noll Brooklyn LLC.

1.4 "***2020 PSA Reimbursement Amount***" means the amount required to be paid by the Series E Notes Trustee, on behalf of the Series E Noteholders, to the Mezzanine Lender, on account of the 2020 PSA Claim in the agreed upon amount of no greater than $2,364,000, as provided under the RSA.

1.5 "***2020 PSA Settlement Agreement***" means that certain settlement agreement among EG I, EG II, and the 2020 PSA Claimant, dated August 31, 2021, that sets forth the terms for settlement of the 2020 PSA Claim.

1.6 "***Accepting Class***" means a Class that votes to accept the Plan in accordance with section 1126 of the Bankruptcy Code.

1.7 "***Administrative Expense Claim***" means, with respect to each Debtor, any right to payment against such Debtor constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving each respective Estate and operating the businesses of each of the Debtors; (b) Fee Claims; (c) with respect to EG I, the DIP Claims; (d) with respect to EG I, any other such claims expressly provided under the DIP Order; and (e) with respect to EG II, any other such claims expressly provided under the Cash Collateral Orders.

1.8 "***Affiliates***" means "Affiliates" as such term is defined in section 101(2) of the Bankruptcy Code.

1.9 "***Allowed***" means, with reference to any Claim or Interest, a Claim or Interest (a) arising on or before the Effective Date as to which (i) no objection to allowance or priority, and no request for estimation or other challenge, including, without limitation, pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, or (ii) any objection has been determined in favor of the holder of the Claim or Interest by a Final Order; (b) that is compromised, settled, or otherwise resolved pursuant to the authority of the

Debtors or Plan Administrator, as applicable; (c) as to which the liability of the Debtors or the Post-Effective Debtors, as applicable, and the amount thereof are determined by a Final Order of a court of competent jurisdiction; or (d) expressly allowed hereunder; provided, however, that notwithstanding the foregoing, (x) unless expressly waived in the Plan, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 and 503 of the Bankruptcy Code, to the extent applicable, and (y) each Post-Effective Debtor shall retain all claims and defenses with respect to Allowed Claims against such Post-Effective Debtor that are Unimpaired pursuant to the Plan.

1.10 "***Asset***" means all of the right, title, and interest of each of the Debtors in and to property of whatever type or nature (including, without limitation, real, personal, mixed, intellectual, tangible, and intangible property).

1.11 *"**Assumption Dispute**"* means a pending objection relating to assumption of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

1.12 "***Assumption Schedule***" means the schedule of executory contracts and unexpired leases to be assumed by the Debtors or assumed and assigned to the Purchaser pursuant to the Plan, which will be included in the Plan Supplement.

1.13 "***Avoidance Actions***" means any and all actual or potential Causes of Action of the Debtors arising under chapter 5 of the Bankruptcy Code (other than section 542 or section 549 of the Bankruptcy Code) or under similar or related state or federal statutes and common law, including, without limitation, all preference, fraudulent conveyance, fraudulent transfer, and/or other similar avoidance action claims, rights, and causes of action, and commercial tort law, to the extent not previously transferred, sold, assigned, or waived under any prior order of the Bankruptcy Court in these Chapter 11 Cases.

1.14 "***Ballot***" means the form(s) distributed to holders of Impaired Claims entitled to vote on the Plan on which to indicate their acceptance or rejection of the Plan.

1.15 "***Bankruptcy Code***" means title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*, as amended from time to time, as applicable to the Chapter 11 Cases.

1.16 "***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of New York.

1.17 "***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any Local Bankruptcy Rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

1.18 "***Business Day***" means any day other than a Saturday, a Sunday, or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

1.19 "***BVI Intercompany Claims***" means the Intercompany Claims against EG I asserted by the BVI Parent in the aggregate amount of $2.2 million.

1.20 "***BVI Parent***" means All Year Holdings Limited, a private company limited by shares incorporated in the British Virgin Islands.

1.21 "***Cash***" means legal tender of the United States of America.

1.22 ***"Cash Collateral Claims"*** means the Claims of JPM against EG I and the Series E Noteholders against EG II arising out of the Subsidiary Debtors' use of cash collateral in accordance with the Cash Collateral Orders.

1.23 ***"Cash Collateral Obligations"*** means any obligations outstanding under the Cash Collateral Orders.

1.24 **"*Cash Collateral Orders"*** means the orders of the Bankruptcy Court authorizing each of EG I and EG II to use its own cash collateral.

1.25 "***Causes of Action***" means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedies, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, belonging to each Debtor, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including, without limitation, under any state or federal securities laws). Causes of Action also includes: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

1.26 "***Chapter 11 Cases***" means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the applicable Petition Date in the Bankruptcy Court.

1.27 "***Claim***" has the meaning set forth in section 101(5) of the Bankruptcy Code, as against each Debtor.

1.28 "***Claims Dispute Effective Date***" means the earlier to occur of (i) the Effective Date; or (ii) solely in the event the Debtors or a third party files a motion, pleading, or request to have a Claim estimated, liquidated or allowed prior to the Effective Date, the date such motion, pleading, or request is filed, unless otherwise agreed to or allowed pursuant to the terms of the RSA.

1.29 "***Class***" means any group of Claims or Interests classified as set forth in Article III of the Plan pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code.

1.30 "***Confirmation Date***" means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

1.31 "***Confirmation Hearing***" means the hearing to be held by the Bankruptcy Court to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.32 "***Confirmation Order***" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.33 "***Convenience Claim***" means any Claim against EG II that would otherwise be a General Unsecured Claim and that is (i) less than $10,000 or (ii) at the election of the holder of the Claim has been reduced to $10,000, as evidenced on the Ballot submitted by such holder; provided, however, that no holder of a General Unsecured Claim against EG II may subdivide its Claim into multiple Claims of $10,000 or less for purposes of receiving treatment as a Convenience Claim.

1.34 "***Cure Amount***" means the Cash or other property to be paid or distributed by the Debtors (as the parties may agree or the Bankruptcy Court may order), necessary pursuant to section 365(b)(1)(A) of the Bankruptcy Code to permit the Debtors to assume such executory contract or unexpired lease and assign it to the Purchaser.

1.35 **"*D&O Liability Insurance Policies***" means, collectively, all insurance policies (including any "tail policy") of any of the Debtors for current or former directors', members', managers', and officers' liability.

1.36 "***Debtor***" or "***Debtors***" has the meaning set forth in the introductory paragraph of the Plan.

1.37 "***Debtors in Possession***" means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

1.38 "***Definitive Documents***" means the documents (including any related orders, agreements, instruments, schedules or exhibits) that are necessary or desirable to implement, or otherwise relate to the Plan, including, but not limited to: (a) the Disclosure Statement; (b) any motion seeking approval of the adequacy of the Disclosure Statement and solicitation of the Plan, (c) the Disclosure Statement Order; (d) the DIP Order; (e) the Cash Collateral Orders; (f) each of the documents comprising the Plan Supplement; (g) the Confirmation Order; and (h) the Purchase Agreement, each in form and substance reasonably acceptable to the Mezzanine Lender and the Series E Notes Trustee.

1.39 "***Denizen X***" means that certain property located at 123 Melrose Street, Brooklyn, New York and owned by EG I.

1.40 "***Denizen Y***" means that certain property located at 54 Noll Street, Brooklyn, New York and owned by EG II.

1.41 "***DIP Budget***" means the "Budget" as defined in the DIP Order.

1.42 "***DIP Claims***" means all Claims held by the DIP Lender against EG I on account of, arising under or relating to the DIP Documents or the DIP Order, which for the avoidance of doubt, shall include all DIP Obligations.

1.43 "***DIP Documents***" means "DIP Documents" as defined in the DIP Order.

1.44 "***DIP Facility***" means "DIP Facility" as defined in the DIP Order.

1.45 "***DIP Lender***" means "DIP Lender" as defined in the DIP Order.

1.46 "***DIP Motion***" means the *Motion of Subsidiary Debtors for (I) Authority to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Provide Superpriority Administrative Expense Status, (D) Grant Adequate Protection, (E) Modify the Automatic Stay; and (F) Schedule a Final Hearing; and (II) Related Relief.*

1.47 "***DIP Obligations***" means "DIP Obligations" as defined in the DIP Order.

1.48 "***DIP Order***" means the Final Order approving the DIP Motion.

1.49 "***DIP Standstill Agreement***" means that certain Subordination and Standstill Agreement between JPM, as senior lender, and the DIP Lender, dated on or about September 14, 2021, as may be amended, modified, or supplemented from time to time in accordance with the terms thereof.

1.50 "***Disallowed***" means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of the Plan not to be Allowed.

1.51 "***Disbursing Agent***" means, for each Debtor, the applicable Plan Administrator, or any Entity designated by the Plan Administrator in accordance with Section 7.5.

1.52 "***Disclosure Statement***" means the disclosure statement filed by the Debtors in support of the Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code (as may be amended, supplemented, or modified from time to time).

1.53 "***Disclosure Statement Order***" means the order entered by the Bankruptcy Court (a) finding that the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code and (b) finding that the solicitation of the Plan that commenced prior to the Petition Date satisfies the requirements of section 1125(g) of the Bankruptcy Code.

1.54 "***Disputed***" means a Claim or Interest, including an Administrative Expense Claim, (a) that is neither Allowed nor Disallowed under the Plan or a Final Order, nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code or Bankruptcy Rule 3003(b)(1); or (b) as to which the Debtors or any parties in interest have interposed a timely objection or request for estimation, and such objection or request for estimation has not been withdrawn or determined by a Final Order. If the Debtors dispute only a portion of a Claim, such Claim shall be deemed Allowed in any amount the Debtors do not dispute, and Disputed as to the balance of such Claim.

1.55 "***Distribution Record Date***" means the Effective Date, or with respect to the Series E Notes, such other date as agreed upon among EG II and the Series E Notes Trustee.

1.56 "***Effective Date***" means the date on which all conditions to the effectiveness of the Plan set forth in Article XI hereof have been satisfied or waived in accordance with the terms of the Plan.

1.57 "***EG I Affiliate Intercompany Claim***" means the Intercompany Claim against EG I held by EG II in the amount of $1,173,406.12.

1.58 "***EG I Disputed Claims Reserve***" means a reserve established by EG I prior to the date that any distributions are made pursuant to the Plan to the Mezzanine Lender from any EG I Sale Proceeds (other than to pay the DIP Obligations and the EG I Allowed Administrative Expense Claims), which shall be maintained by the EGM Plan Administrator in an interest-bearing account in the amount equal to the aggregate amount of all liquidated Disputed Claims against EG I and the amount estimated for distribution purposes of all unliquidated Claims filed against EG I; provided, however, that the EG I Disputed Claims Reserve shall not be funded in an amount in excess of $15,000,000 without the express written consent of the Mezzanine Lender, or an order of the Bankruptcy Court.

1.59 "***EG I Mortgage Loan Agreement***" means that certain Loan and Security Agreement between EG I, as borrower, and JPM, as lender, dated as of June 10, 2019 (as amended, modified, renewed, or supplemented from time to time).

1.60 "***EG I Operating Expense Claim***" means the Intercompany Claim against EG I held by EG II in the amount of $1,383,725.38 arising from that certain Amended and Restated Promissory Note, dated August 25, 2021, plus applicable interest thereon.

1.61 "***EG I and EGM Retained Causes of Action***" means collectively: (i) all Avoidance Actions and other Causes of Action that EGM and EG I may assert under applicable law against the BVI Parent and its Related Parties (other than the Debtors); and (ii) any other Avoidance Actions and Causes of Action of EG I and EGM that are not expressly released under the Plan.

1.62 "***EG II Retained Causes of Action***" means collectively: (i) all Avoidance Actions and other Causes of Action that EG II may assert under applicable law against the BVI Parent and its Related Parties (other than the Debtors); and (ii) any other Avoidance Action and Causes of Action of EG II that are not expressly released under the Plan.

1.63 "***EG I Sale Proceeds***" means 50.75% of the proceeds of the Sale Transaction, net of applicable broker's fees, closing costs, and transaction expenses in accordance with the terms of the RSA.

1.64 "***EG II Sale Proceeds***" means 49.25% of the proceeds of the Sale Transaction, net of applicable broker's fees, closing costs, and transaction expenses in accordance with the terms of the RSA.

1.65 "***Entity***" means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any political subdivision thereof, or other person (as defined in section 101(41) of the Bankruptcy Code) or other entity.

1.66 "***Estate***" or "***Estates***" means, individually or collectively, as the context requires, the estate of a Debtor or estates of the Debtors created under section 541 of the Bankruptcy Code.

1.67 "***Excess EGM Cash***" means Cash as of the Effective Date in the amount equal to the EG I Sale Proceeds, less (a) the amount necessary to pay in full all Allowed Claims against EG I, (b) the amount necessary to fund the EG I Disputed Claims Reserve, and (c) the amount necessary to pay all the Administrative Expenses of EG I and EGM; and (d) the amount necessary to fund the EGM Wind-Down Budget.

1.68 "***Exculpated Parties***" means collectively, and in each case, solely in their capacities as such: (a) the Debtors; (b) the Plan Administrator; (c) the Post-Effective Debtors; (d) JPM; (e) the Series E Notes Trustee; (f) the Mezzanine Lender; (g) the DIP Lender; (h) the Purchaser; and (i) with respect to each of the foregoing Entities in clauses (a) through (h), all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided herein.

1.69 "***Fee Claim***" means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by professional persons retained by the Debtors by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, or 503(b) of the Bankruptcy Code in the Chapter 11 Cases.

1.70 "***Final Order***" means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated or

stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending; or (b) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument, or rehearing shall have expired; provided, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

1.71 "***General Unsecured Claim***" means any Claim against a Debtor, that is not (a) an Administrative Expense Claim; (b) a Priority Tax Claim; (c) a Priority Non-Tax Claim; (d) the JPM Secured Claims; (e) the Series E Secured Claim; (f) an Other Secured Claim; (g) an Intercompany Claim; (h) a Convenience Claim; or (i) the Mezzanine Loan Claim, but shall include any (x) Series E Notes Deficiency Claims against EG II, (y) any mechanics' lien claims against EG II, and (z) any mechanics' lien claims against EG I that are not Other Secured Claims.

1.72 "***Goldman Guaranty Claims***" means all claims and causes of action of the Mezzanine Lender arising in connection with or related to that certain (i) Mezzanine Guaranty of Recourse Carveouts, dated as of February 12, 2019, between Mezzanine Lender and Yoel Goldman (as Guarantor), (ii) Ratification and Confirmation of Guaranties and Indemnity, dated as of June 10, 2019, between EGM, Yoel Goldman (as Guarantor) and Mezzanine Lender, and (iii) Mezzanine Guaranty of Completion, dated as of February 12, 2019, between Mezzanine Lender and Yoel Goldman (as Guarantor).

1.73 "***Impaired***" means, with respect to a Claim, Interest, or Class of Claims or Interests, "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

1.74 "***Insured Claims***" means any Claim or portion of a Claim that is, or may be, insured under any of the Debtors' insurance policies.

1.75 "***Intercompany Claim***" means any pre- or postpetition Claim against a Debtor held by another Debtor or its affiliate.

1.76 "***Interest***" means any equity security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor, including all ordinary shares, common stock, preferred stock, membership interest, partnership interest or other instrument evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable, and any share, option, warrant, or other right, contractual or otherwise, to acquire any such interest in a Debtor, whether fully vested or vesting in the future, including, without limitation, equity or equity-based incentives, grants, or other instruments issued, granted or promised to be granted to current or former employees, directors, officers, or contractors of either Debtor, to acquire any such interests in a Debtor that existed immediately before the Effective Date.

1.77 "***IRS***" means the Internal Revenue Service of the United States.

1.78 "***JPM***" means JPMorgan Chase Bank, N.A., the lender under the EG I Mortgage Loan Agreement.

1.79 "***JPM Secured Claims***" means any Claims against EG I arising under or relating to the EG I Mortgage Loan Agreement.

1.80 "***Lien***" has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.81 "***Mezzanine Lender***" means MREF REIT Lender 9 LLC, a Delaware limited liability company, in its capacity as lender under the Mezzanine Loan.

1.82 "***Mezzanine Loan***" means that certain Mezzanine Loan and Security Agreement, between the Mezzanine Lender and EGM, dated February 12, 2019.

1.83 "***Mezzanine Loan Claim***" means any Claim of the Mezzanine Lender against EGM arising under or relating to the Mezzanine Loan.

1.84 "***Other Secured Claim***" means any Secured Claim other than a DIP Claim, a Priority Tax Claim, a JPM Secured Claim, the Mezzanine Loan Claim, or a Series E Secured Claim.

1.85 "***Person***" means any individual, corporation, partnership, limited liability company, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, Governmental Unit or any political subdivision thereof, or any other Entity.

1.86 "***Petition Date***" means (i) February 22, 2021 for EGM, and (ii) the date on which the Subsidiary Debtors commenced their Chapter 11 Cases.

1.87 "***Plan***" means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including, without limitation, any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as the same may be amended, supplemented, or modified from time to time in accordance with the terms hereof and the Bankruptcy Code.

1.88 "***Plan Administration Agreement***" means, as applicable, the agreement providing for the appointment of the Plan Administrator for EGM, which shall be in form and substance acceptable to the Mezzanine Lender in its sole and absolute discretion, or the Plan Administrator for EG II, which shall be in form and substance acceptable to the Series E Notes Trustee in its sole and absolute discretion.

1.89 "***Plan Administrator***" means as applicable, the EGM Plan Administrator or the EG II Plan Administrator selected to serve as plan administrator for EGM and EG II, respectively, to administer and implement the Plan, wind-down Post-Effective Date EGM and Post-Effective Date EG II, respectively, in accordance with, and pursuant to such powers and authorities with respect to the Post-Effective Date Debtors, as set forth in Section 7.5 of the Plan.

1.90 "***Plan Supplement***" means a supplemental appendix to the Plan containing, among other things, forms or term sheets of applicable documents, schedules, and exhibits to the Plan to be filed with the Court, including, but not limited to, the Wind Down Budget, the Plan Administration Agreements, and the Assumption Schedule; provided, that through the Effective Date, the Debtors shall have the right to amend the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Plan. The Plan Supplement shall be filed with the Bankruptcy Court no later than seven (7) calendar days prior to the deadline to object to the Plan. The Debtors shall have the right to amend the documents contained in the Plan Supplement through and including the Effective Date in accordance with Article XI of the Plan.

1.91 "***Post-Effective Date EG II***" means EG II (or any successor entity, including by merger) on or after the Effective Date.

1.92 "***Post-Effective Date EGM***" means EGM (or any successor entity, including by merger) on or after the Effective Date.

1.93 "***Post-Effective Debtors***" means Post-Effective Date EG II and Post-Effective Date EGM.

1.94 "***Priority Non-Tax Claim***" means any Claim other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

1.95 "***Priority Tax Claim***" means any Secured Claim or unsecured Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.96 "***Pro Rata Share***" means the proportion that an Allowed Claim in a particular Class bears relative to the aggregate amount of Allowed Claims or Interests in that Class, or the proportion that Allowed Claims or Interests in a particular Class bear to the aggregate amount of Allowed Claims and Disputed Claims or Allowed Interests and Disputed Interests in a particular Class and other Classes entitled to share in the same recovery as such Class under the Plan.

1.97 "***Professional Fees Escrow Account***" means the escrow accounts to be established and funded on or before the Effective Date pursuant to Section 2.2 of the Plan.

1.98 "***Properties***" means, individually or collectively, as the context requires, the Denizen X and the Denizen Y.

1.99 "***Purchase Agreement***" means that certain Agreement for Purchase and Sale, dated as of August 2, 2021, between the Subsidiary Debtors and the Purchaser, including any exhibits or supplements thereto, and as may be amended, modified, or supplemented from time to time in accordance with the terms thereof.

1.100 "***Purchase Price***" means $506 million.

1.101 "***Purchaser***" means ACI VI Denizen LLC.

1.102 "***Related Parties***" means with respect to any Entity, such Entity's predecessors, successors and assigns, subsidiaries, Affiliates, managed accounts or funds, all of their respective current officers, directors, principals, stockholders (and any fund managers, fiduciaries or other agents of stockholders with any involvement related to the Debtors), members, partners, employees, agents, trustees, advisory board members, advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' respective heirs, executors, estates, servants and nominees.

1.103 "***Released Parties***" means collectively, and in each case, solely in their capacities as such: (a) the Debtors; (b) the Post-Effective Debtors; (c) JPM and its representatives and advisors; (d) the Series E Notes Trustee and its representatives and advisors; (e) the Series E Noteholders and their representatives and advisors; (f) the Mezzanine Lender and its representatives and advisors; (g) the DIP Lender and its representatives and advisors; (h) the Purchaser and its representatives and advisors; (i) any current or former Chief Restructuring Officer or Associate Restructuring Officer of the Debtors and the BVI Parent; (j) any independent directors appointed to the board of the BVI Parent on or after January 1,

2021; and (k) any advisors retained by the Debtors or the BVI Parent in connection with these chapter 11 cases on or after December 29,2020 (but not including Dov Tratner or Tratner and Associates PLLC).

1.104 "***RSA***" means that certain Restructuring Support Agreement, dated as of August 31, 2021, by and among the Debtors, the Mezzanine Lender, and the Series E Notes Trustee (as may be further amended, supplemented, or modified from time to time in accordance with the terms thereof).

1.105 "***Sale Documents***" means the documentation effectuating the Sale Transaction.

1.106 "***Sale Transaction***" means the sale of the Properties to the Purchaser pursuant to the terms of the Purchase Agreement.

1.107 "***Sale Transaction Allocation Proportion***" means, with regard to EG I, 50.75%, and with regard to EG II, 49.25%.

1.108 "***Secured Claim***" means any Claim (a) secured by a Lien on collateral to the extent of the value of such collateral (after taking into account any senior Liens thereon) as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code; or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

1.109 **"*Series E Claims***" means the Claims against EG II arising from the Series E Notes issued under the Series E Deed of Trust which shall be allowed in the amount of not less than $271,788,150, on account of the total amount of principal, accrued and unpaid interest, and any other fees outstanding under the Series E Deed of Trust as of the Petition Date.

1.110 **"*Series E Collateral Value"*** means the sum of (i) the EG II Sale Proceeds, (ii) cash distributed to EG II in respect of the EG I Operating Expense Claim pursuant to Section 7.2 of the Plan, (iii) any cash remaining on EG II's balance sheet following the closing of the Sale Transaction, and (iv) any Causes of Action of EG II, in each case, solely to the extent such cash or claims (or the proceeds thereof) constitute collateral over which the Series E Notes Trustee has a valid and perfected lien under the Series E Deed of Trust and subject to the treatment and satisfaction of any claims or liens against EG II granted as adequate protection in connection with EG II's use of cash collateral .

1.111 "***Series E Deed of Trust***" means that certain Deed of Trust by and between the BVI Parent and the Series E Notes Trustee, dated as of February 4, 2018.

1.112 "***Series E Noteholders***" means holders of Series E Notes.

1.113 "***Series E Notes***" means notes issued under the Series E Deed of Trust.

1.114 "***Series E Notes Deficiency Claims***" means the deficiency Claims of the Series E Noteholders against EG II under section 506(a) of the Bankruptcy Code, which shall be Allowed and calculated by deducting the Series E Secured Claim Distribution from the Series E Claims.

1.115 "***Series E Notes Trustee***" means Mishmeret Trust Company Ltd., as trustee under the Series E Deed of Trust.

1.116 "***Series E Secured Claim Distribution***" means the Series E Collateral Value, minus the Cash necessary to pay the following claims or liabilities of EG II: (A) Administrative Expenses, (B) Priority

Tax Claims, (C) Priority Non-Tax Claims, (D) Convenience Claims, and (E) Wind Down expenses of EG II.

1.117 "***Series E Secured Claims***" means the Claims against EG II arising from the Series E Notes issued under the Series E Deed of Trust.

1.118 "***Single Share***" means the single share of common stock of Post-Effective Date EG II.

1.119 "***Subsidiary Debtor***" or "***Subsidiary Debtors*****"** has the meaning set forth in the introductory paragraph of the Plan.

1.120 "***Tax Code***" means the Internal Revenue Code of 1986, as amended from time to time.

1.121 "***Tenant Leases***" means all real property leases and master leases, as applicable, to which either of EG I or EG II is a party, as lessor, that are in existence as of the Effective Date, and which shall be assigned to the Purchaser pursuant to the Plan and the Purchase Agreement.

1.122 "***U.S. Trustee***" means the United States Trustee for the Southern District of New York.

1.123 "***Unimpaired***" means, with respect to a Claim, Interest, or Class of Claims or Interests, not "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

1.124 "***Voting Deadline***" means the date by which all persons or Entities entitled to vote on the Plan must vote to accept or reject the Plan.

1.125 "***Wind Down***" means the wind down, dissolution, and liquidation of the Post-Effective Debtors and distribution of any remaining assets in accordance with the Plan, including without limitation the reconciliation of all Claims against the Debtors.

1.126 "***Wind Down Budget***" means a budget for Post-Effective Date EGM and the budget for Post-Effective Date EG II, to be agreed among the Debtors, the Mezzanine Lender, and the Series E Notes Trustee, for the purpose of effectuating the Wind Down of EGM and EG II, respectively, as may be modified from time to time by agreement of such parties. The Wind Down expenses that are shared as between Post-Effective Date EGM and Post-Effective Date EG II shall be allocated pursuant the Sale Transaction Allocation Proportion, *provided*, *that*, any Wind Down expenses solely related to EGM or EG I, on the one hand, and EG II, on the other hand, shall be borne by Post-Effective Date EGM and Post-Effective Date EG II, respectively, in their entirety.

B. **Interpretation; Application of Definitions and Rules of Construction.**

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time as provided for in the Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions except as otherwise required by the

Plan; (c) unless otherwise specified, all references herein to "Sections" are references to Sections hereof or hereto; (d) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (e) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be. Nothing in this Plan shall alter, modify, supersede, or limit the consent provided or approval rights granted under the DIP Order or the Cash Collateral Orders, all of which remain in full force and effect. Notwithstanding anything to the contrary herein, the power and authority of the Plan Administrators shall be defined by, and subject in all respects to, the terms and conditions of the Plan Administrator Agreement.

C. **Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America, unless otherwise expressly provided.

D. **Controlling Document.**

In the event of any conflict between the terms and provisions in the Plan (without reference to the Plan Supplement) and the terms and provisions in the Disclosure Statement, the Plan Supplement, any other instrument or document created or executed pursuant to the Plan or any order (other than the Confirmation Order, the DIP Order, or the Cash Collateral Orders) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), the Plan (without reference to the Plan Supplement) shall govern and control; provided, that in the event of a conflict between Confirmation Order, on the one hand, and any of the Plan, the Plan Supplement, or the Definitive Documents, the Confirmation Order shall govern and control in all respects., and in all respects the DIP Order shall control in the event of a conflict between the DIP Order and the Plan, the Disclosure Statement, the Plan Supplement, any other instrument or document created or executed pursuant to the Plan or any order (other than the DIP Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), and in all respects the Cash Collateral Orders shall control in the event of a conflict between the Cash Collateral Orders and the Plan, the Disclosure Statement, the Plan Supplement, any other instrument or document, created or executed pursuant to the Plan or any order (other than the Cash Collateral Orders) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing).

E. **Certain Consent Rights.**

Notwithstanding anything in the Plan to the contrary, any and all consent rights of the DIP Lender and the Series E Notes Trustee as set forth in the DIP Documents and the Cash Collateral Orders, respectively, with respect to the form and substance of the Plan, the Plan Supplement, and any Definitive Document, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I hereof) and fully enforceable as if stated in full herein until such time as the DIP Documents or the Cash Collateral Orders are terminated in accordance with their terms.

ARTICLE II ADMINISTRATIVE EXPENSES, PRIORITY CLAIMS AND DIP CLAIMS

2.1. ***Administrative Expense Claims.***

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, each holder of an Allowed Administrative Expense Claim (other than a Fee

Claim), shall receive, in full and final satisfaction, settlement, and release of such Claim against the applicable Debtor, Cash in an amount equal to such Allowed Administrative Expense Claim on, or as soon thereafter as is reasonably practicable, the later of (a) the Effective Date, and (b) the first Business Day after the date that is thirty (30) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim; provided, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by a Debtor, as Debtor in Possession, shall be paid by the applicable Debtor or the Plan Administrator for such Debtor, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of the Plan and any course of dealing or agreements governing, instruments evidencing, or other documents relating to such transactions.

2.2. ***Fee Claims.***

(a) All Entities seeking an award by the Bankruptcy Court of Fee Claims shall file and serve on counsel to the Debtors, the U.S. Trustee, counsel to the Mezzanine Lender, and counsel to the Series E Notes Trustee, on or before the date that is forty-five (45) days after the Effective Date, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date. Objections to any Fee Claims must be filed and served on counsel to the Debtors, the U.S. Trustee, counsel to the Mezzanine Lender, counsel to the Series E Notes Trustee, and the requesting party no later than twenty-one (21) calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by the Debtors and the party requesting compensation of a Fee Claim, or as approved by the Court).

(b) Allowed Fee Claims shall be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court (i) on the date upon which an order relating to any such Allowed Fee Claim is entered or as soon as reasonably practicable thereafter; or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Fee Claim and the applicable Debtor or the Plan Administrator. Notwithstanding the foregoing, any Fee Claims that are authorized to be paid pursuant to any administrative orders entered by the Bankruptcy Court may be paid at the times and in the amounts authorized pursuant to such orders.

(c) No later than 10 days prior to the Effective Date, holders of Fee Claims shall provide a reasonable estimate of unpaid Fee Claims incurred in rendering services prior to the Effective Date to the Debtors or Plan Administrator, as applicable, the Mezzanine Lender, and the Series E Notes Trustee and the applicable Debtor (or Plan Administrator if applicable) shall, subject to the Plan, separately escrow from funds of such Debtor such estimated amounts in a Professional Fees Escrow Account for each Debtor for the benefit of the holders of the Fee Claims against such Debtor until the fee applications related thereto are resolved by Final Order or agreement of the parties. If a holder of a Fee Claim does not provide an estimate, the Debtors or the Plan Administrator, as applicable, may estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Fee Claim, and provide notice thereof to the Mezzanine Lender and the Series E Notes Trustee. Each Professional Fees Escrow Account shall be treated as a trust account for the benefit of holders of Fee Claims against the applicable Debtor and otherwise subject to the terms of the Plan. When all such Allowed Fee Claims have been paid in full, any remaining amount in a Professional Fees Escrow Account shall promptly be released from such escrow and revert to, and ownership thereof shall vest in, the applicable Post-Effective Debtor for distribution in accordance with the terms hereof without any further action or order of the Bankruptcy Court.

(d) The Plan Administrator is authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

2.3. ***Priority Tax Claims.***

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim against a Debtor shall receive, in full and final satisfaction, settlement, and release of such Allowed Priority Tax Claim, at the sole option of the applicable Debtor or the Plan Administrator, (a) Cash in an amount equal to such Allowed Priority Tax Claim on, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date; (ii) the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim; and (iii) the date such Allowed Priority Tax Claim is due and payable in the ordinary course as such obligation becomes due; or (b) equal annual Cash payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date; provided, that, in each case, the applicable Debtor or Plan Administrator, reserves the right to prepay all or a portion of any such amounts at any time under this option without penalty or premium.

2.4. ***DIP Claims.***

On the Effective Date, in full and final satisfaction of the Allowed DIP Claims, to the extent any DIP Obligations remain unpaid, the commitments of the DIP Lender under the DIP Documents shall be terminated and the DIP Claims shall be paid in full in Cash. The contingent or unliquidated expense reimbursement and indemnity obligations of EG I under the DIP Documents, and the Liens securing the same, to the extent not paid in full in Cash on the Effective Date or otherwise satisfied by EG I in a manner reasonably acceptable to the DIP Lender, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or the Confirmation Order, but shall attach to the EG I Sale Proceeds, notwithstanding any provision hereof or thereof to the contrary.

2.5. ***Cash Collateral/Adequate Protection Claims.***

On the Effective Date, to the extent any Cash Collateral Obligations remain unpaid, the commitments under the Cash Collateral Orders of JPM and the Series E Notes Trustee, as applicable, shall terminate and all Allowed Cash Collateral Claims shall be paid in full in Cash. Any contingent or unliquidated expense reimbursement and indemnity obligations of the Subsidiary Debtors arising under the Cash Collateral Orders, and the Liens securing the same, to the extent not paid in full in Cash on the Effective Date or otherwise satisfied in a manner acceptable to JPM and the Series E Notes Trustee, as applicable, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or the Confirmation Order, and shall attach to the EG I Sale Proceeds or the EG II Sale Proceeds, as applicable, notwithstanding any provision hereof to the contrary.

ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1. ***Separate Plans***

This Plan constitutes a separate chapter 11 plan for each Debtor. Votes to accept or reject the Plan shall be solicited by each Debtor. If this Plan is approved for each of the Debtors, all classes of Claims against the Debtors shall be treated as provided for in this Plan. The Plan shall not be confirmed for any Debtor unless it is confirmed for each of the Debtors. All Claims and Interests are to be treated on a Debtor by Debtor basis with the assets of each Debtor's estate only being distributed on account of Allowed Claims and Allowed Interests of such Debtor. Claims against each Debtor, other than Administrative Expense Claims, Fee Claims, and Priority Tax Claims (which are not classified but are treated under the

Plan on a Debtor by Debtor basis) are classified for all purposes (unless otherwise specified), including voting and Distribution pursuant to the Plan.

3.2. ***Classification in General.***

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; provided, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.3. ***Summary of Classification.***

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified.

Claims Against and Interests in EG I

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	JPM Secured Claims	Unimpaired	No (Presumed to accept)
3	Other Secured Claims	Unimpaired	No (Presumed to accept)
4	General Unsecured Claims	Unimpaired	No (Presumed to accept)
5	Intercompany Claims	Unimpaired	No (Presumed to accept)
6	Equity Interests	Unimpaired	No (Presumed to accept)

Claims Against and Interests in EG II

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	Series E Secured Claims	Impaired	Yes
3	Other Secured Claims	Unimpaired	No (Presumed to accept)
4	Convenience Claims	Unimpaired	No (Presumed to accept)
5	General Unsecured Claims	Impaired	Yes
6	Intercompany Claims	Impaired	No (Deemed to reject)
7	Equity Interests	Impaired	No (Deemed to reject)

Claims Against and Interests in EGM

Class	Designation	Treatment	Entitled to Vote
1	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
2	Mezzanine Loan Claim	Impaired	Yes
3	Equity Interests	Impaired	No (Deemed to reject)

3.4. ***Special Provision Governing Unimpaired Claims.***

Except as otherwise provided in the Plan, nothing in the Plan shall affect the rights of the Debtors or the Plan Administrator, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5. ***Elimination of Vacant Classes.***

Any Class of Claims against in the Debtors that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

3.6. ***Voting Classes; Presumed Acceptance by Non-Voting Classes.***

If a Class contains Claims eligible to vote and no holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request that the Bankruptcy Court at the Confirmation Hearing deem the Plan accepted by the holders of such Claims in such Class.

3.7. ***Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.***

The Debtors shall seek confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any Class of Claims or Interests that rejects or is deemed to reject the Plan. The Debtors reserve the right to modify the Plan to the extent, if any, that confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS FOR EG I.

4.1. ***Priority Non-Tax Claims (Class 1).***

(a) *Classification*: Class 1 consists of Priority Non-Tax Claims against EG I.

(b) *Treatment*: Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EG I agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.

(c) *Voting*: Class 1 is Unimpaired, and holders of Priority Non-Tax Claims against EG I are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Priority Non-Tax Claims against EG I, therefore, are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Priority Non-Tax Claims.

4.2. ***JPM Secured Claims (Class 2).***

(a) *Classification*: Class 2 consists of the JPM Secured Claims against EG I.

(b) *Allowance*. The JPM Secured Claims against EG I shall be Allowed in the amount of $170,000,000, plus any and all accrued and unpaid interest (including default interest), including premiums, fees and reasonable and documented expenses thereon, and shall not be subject to any avoidance, reductions, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or other challenges under any applicable law or regulation by any Person.

(c) *Treatment*: Except to the extent that the holder of the JPM Secured Claims agrees to a less favorable treatment and in accordance with the DIP Standstill Agreement, in full and final satisfaction, settlement and release of such Allowed JPM Secured Claims against EG I, on or as soon as practicable after the Effective Date, the holder of the Allowed JPM Secured Claims shall receive Cash in an amount equal to such holder's Allowed JPM Secured Claims.

(d) *Voting*: Class 2 is Unimpaired, and the holder of the JPM Secured Claims against EG I is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. The holder of the JPM Secured Claims, therefore, is not entitled to vote to accept or reject the Plan, and the vote of such holder will not be solicited with respect to such JPM Secured Claim.

4.3. ***Other Secured Claims (Class 3).***

(a) *Classification*: Class 3 consists of the Other Secured Claims against EG I. To the extent that Other Secured Claims are secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 3 for purposes of voting to accept or reject the Plan and receiving distributions under the Plan.

(b) *Treatment*: Except to the extent that a holder of an Allowed Other Secured Claim against EG I agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim against EG I will receive, on account and in full satisfaction of such Allowed Claim, at the sole option of the Plan Administrator: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) return of the applicable collateral or the proceeds thereof in satisfaction of the Allowed amount of such Other Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired.

(c) *Voting*: Class 3 is Unimpaired, and holders of Other Secured Claims against EG I are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Other Secured Claims against EG I, therefore, are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Other Secured Claims.

4.4. ***General Unsecured Claims (Class 4).***

(a) *Classification*: Class 4 consists of General Unsecured Claims against EG I.

(b) *Treatment*: Except to the extent that a holder of an Allowed General Unsecured Claim against EG I agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Allowed General Unsecured Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such General Unsecured Claim becomes an Allowed General Unsecured Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed General Unsecured Claim Unimpaired.

(c) *Voting*: Class 4 is Unimpaired, and holders of General Unsecured Claims against EG I are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of General Unsecured Claims against EG I, therefore, are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such General Unsecured Claim.

4.5. ***Intercompany Claims (Class 5).***

(a) *Classification*: Class 5 consists of the Intercompany Claims against EG I.

(b) *Treatment and Allowance*: Except to the extent that EG II, the Mezzanine Lender, and the Series E Notes Trustee agree to less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Class 5 Allowed Intercompany Claims:

(i) EG II shall not receive any distribution on the Effective Date on account of the EG I Affiliate Intercompany Claim. Instead, the distribution that would otherwise be payable to EG II on account of the EG I Affiliate Intercompany Claim shall be retained by EG I and utilized by EG I to partially pay the 2020 PSA Claim, as provided under the RSA, and any remaining amounts owed to EG II on account of the EG I Affiliate Intercompany Claims shall be waived and deemed satisfied, settled and released in full by EG II and its Estate;

(ii) The BVI Intercompany Claim shall be treated by the parties in accordance the RSA and shall not be Allowed or paid by EG I or the Plan Administrator, until the earlier to occur of (A) the written consent by the Mezzanine Lender; or (B) the entry of a Final Order requiring such payment; and

(iii) The EG I Operating Expense Claim shall have been paid in full by EG I to EG II, without setoff, recoupment, or deduction, or reduction in anyway, from the proceeds of the DIP Loan, in accordance with the DIP Budget, and such amounts shall constitute Allowed DIP Claims of the DIP Lender.

(c) *Voting*: Class 5 is Unimpaired, and the holders of Intercompany Claims against EG I are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Intercompany Claims against EG I, therefore, are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Intercompany Claims.

4.6. ***Equity Interests (Class 6).***

(a) *Classification*: Class 6 consists of Equity Interests in EG I, 100% of which are owned by EGM.

(b) *Treatment*: On or as soon as reasonably practicable after the Effective Date, following the payment of all Allowed Claims against EG I, all of the Assets of EG I, including all Cash, Avoidance Actions, and other Causes of Action of EG I, shall be transferred to EGM, in full and final satisfaction, compromise, settlement, release, and discharge of the Allowed Equity Interests, and all Equity Interests in EG I shall be cancelled and extinguished and EG I shall be deemed dissolved under applicable non-bankruptcy law; provided, however, that Post-Effective Date EGM shall continue to maintain the EG I Disputed Claims Reserve for the benefit of holders of Disputed Claims against EG I.

(c) *Voting*: Class 6 is Unimpaired, and EGM, as the holder of the Equity Interests in EG I is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. EGM, therefore, is not entitled to vote to accept or reject the Plan, and its vote will not be solicited with respect to such Equity Interests.

ARTICLE V TREATMENT OF CLAIMS AND INTERESTS FOR EG II.

5.1. ***Priority Non-Tax Claims (Class 1).***

(a) *Classification*: Class 1 consists of Priority Non-Tax Claims against EG II.

(b) *Treatment*: Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EG II agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.

(c) *Voting*: Class 1 is Unimpaired, and holders of Priority Non-Tax Claims against EG II are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Priority Non-Tax Claims against EG II are, therefore, not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Priority Non-Tax Claims.

5.2. ***Series E Secured Claims (Class 2).***

(a) *Classification*: Class 2 consists of the Series E Secured Claims against EG II.

(b) *Allowance*. The Series E Secured Claims against EG II shall be Allowed Secured Claims in the aggregate amount equal to the Series E Collateral Value. The Allowed Series E Secured Claims shall not be subject to any avoidance, reductions, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or other challenges under any applicable law or regulation by any Person.

(c) *Treatment*: Except to the extent that a holder of an Allowed Series E Secured Claim against EG II agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement and release of such Allowed Series E Secured Claim (but not the Series E Notes Deficiency Claims), on or as soon as practicable after the Effective Date, each holder of an Allowed Series E Secured Claim shall receive its Pro Rata Share of the Series E Secured Claim Distribution.

(d) Voting: Class 2 is Impaired, and the holders of Series E Secured Claims against EG II are entitled to vote to accept or reject the Plan.

5.3. ***Other Secured Claims (Class 3).***

(a) *Classification*: Class 3 consists of the Other Secured Claims against EG II. To the extent that Other Secured Claims against EG II are secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 4 for purposes of voting to accept or reject the Plan and receiving distributions under the Plan.

(b) *Treatment*: Except to the extent that a holder of an Allowed Other Secured Claim against EG II agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Other Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each holder of an Allowed Other Secured Claim will receive, on account and in full satisfaction of such Allowed Claim, at the sole option of the Plan Administrator: (i) Cash in an amount equal to the Allowed amount of such Claim; (ii) return of the applicable collateral or the proceeds thereof in satisfaction of the Allowed amount of such Other Secured Claim; or (iii) such other treatment sufficient to render such holder's Allowed Other Secured Claim Unimpaired.

(c) *Voting*: Class 3 is Unimpaired, and holders of Other Secured Claims against EG II are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Other Secured Claims against EG II, therefore, are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Other Secured Claims.

5.4. ***Convenience Claims (Class 4)***

(a) *Classification*: Class 4 consists of Convenience Claims against EG II.

(b) *Treatment*: Except to the extent that a holder of an Allowed Convenience Class Claim against EG II agrees in writing to less favorable treatment, on the Effective Date, each holder of an Allowed Convenience Claim shall receive payment in Cash in the amount of its Allowed Convenience Claim, in full and final satisfaction, settlement, discharge, and release of, and in exchange for, its Allowed Convenience Class Claim.

(c) *Voting*: Class 4 is Unimpaired, and holders of Convenience Claims against EG II are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Convenience Claims against EG II, therefore, are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Convenience Claims.

5.5. ***General Unsecured Claims (Class 5).***

(a) *Classification*: Class 5 consists of General Unsecured Claims against EG II, including the Series E Notes Deficiency Claim and the Claims of holders of mechanics' liens against EG II.

(b) *Treatment*: Except to the extent that a holder of an Allowed General Unsecured Claim against EG II agrees to less favorable treatment, in full and final satisfaction and release of, and in exchange for the General Unsecured Claims of EG II (but not any Series E Noteholders' claims against the BVI Parent), each holder thereof shall receive its Pro Rata Share of the amounts recovered by the Plan Administrator, if any, from the prosecution of Avoidance Actions and other Causes of Action of Post-Effective Date EG II, to the extent such Avoidance Actions and Causes of Action do not constitute collateral of the Series E Noteholders under the Series E Indenture or the Cash Collateral Orders, net of fees and expenses associated with prosecuting such action. The Plan Administrator shall make distributions to the holders of General Unsecured Claims against EG II from such proceeds as and when the Plan Administrator deems appropriate, after consultation with the Series E Notes Trustee. The rights to such proceeds shall be nontransferable except by will, intestate succession, or operation of law.

(c) *Voting*: Class 5 is Impaired, and holders of General Unsecured Claims against EG II are entitled to vote to accept or reject the Plan.

5.6. ***Intercompany Claims (Class 6).***

(a) *Classification*: Class 6 consists of Intercompany Claims against EG II.

(b) *Treatment*: The holders of Allowed Intercompany Claims against EG II shall not receive or retain any property under the Plan on account of such Claims.

(c) *Voting*: Class 6 is Impaired and holders of Intercompany Claims against EG II are not entitled to receive or retain any property under the Plan. Under Section 1126(g) of the Bankruptcy Code, such holders are deemed to have rejected the Plan, and the votes of such holders shall not be solicited.

5.7. ***Equity Interests (Class 7).***

(a) *Classification*: Class 7 consists of Equity Interests in EG II.

(b) *Treatment*: On or after the Effective Date, all Equity Interests in EG II shall be cancelled. The existing holder of the Equity Interests in EG II shall neither receive nor retain any property of EG II or direct interest in property of EG II on account of such Equity Interest.

(c) *Voting*: Class 7 is Impaired and the holder of the Equity Interest in EG II is not entitled to receive or retain any property under the Plan. Under Section 1126(g) of the Bankruptcy Code, such holder is deemed to have rejected the Plan, and the votes of such holders shall not be solicited.

ARTICLE VI TREATMENT OF CLAIMS AND INTERESTS FOR EGM.

6.1. ***Priority Non-Tax Claims (Class 1).***

(a) *Classification*: Class 1 consists of Priority Non-Tax Claims against EGM.

(b) *Treatment*: Except to the extent that a holder of an Allowed Priority Non-Tax Claim against EGM agrees to a less favorable treatment, in full and final satisfaction, settlement and release of such Allowed Priority Non-Tax Claim, at the sole option of the Plan Administrator: (i) each such holder shall receive payment in full in Cash in an amount equal to such Claim, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is reasonably practicable; or (ii) such holder shall receive such other treatment so as to render such holder's Allowed Priority Non-Tax Claim Unimpaired.

(c) *Voting*: Class 1 is Unimpaired, and holders of Priority Non-Tax Claims against EGM are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Priority Non-Tax Claims against EG I are, therefore, not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Priority Non-Tax Claims.

6.2. ***Mezzanine Loan Claim (Class 2).***

(a) *Classification*: Class 2 consists of the Mezzanine Loan Claim.

(b) *Allowance*. The Mezzanine Loan Claim shall be Allowed in the amount equal to the principal amount outstanding under the of the Mezzanine Loan plus any and all accrued and unpaid interest, including default interest, premiums, fees and expenses as of the Petition Date of EGM in the amount of not less than $81,188,942.28, and shall not be subject to any avoidance, reduction, setoff, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, objection, or other challenges under any applicable law or regulation by any Person.

(c) *Treatment*: Except to the extent that the holder of the Mezzanine Loan Claim agrees to a less favorable treatment, in final settlement of such Mezzanine Loan Claim as against EGM, on or as soon as practicable after the Effective Date, the holder of the Allowed Mezzanine Loan Claims shall receive:

(i) the Excess EGM Cash;

(ii) its Pro Rata Share of the amounts recovered by the Plan Administrator of EGM, if any, from the prosecution of Avoidance Actions or other Causes of Action of EG I and EGM, net of fees and expenses associated with prosecuting such action. The Plan Administrator shall make distributions to the holder of the Mezzanine Loan Claim from such proceeds as and when the Plan Administrator deems appropriate, after consultation with the Mezzanine Lender. The rights to such proceeds shall be nontransferable except to an affiliate, or by will, intestate succession, or operation of law; and

(iii) the remainder of the Disputed Claims Reserve after all Disputed Claims against EG I has been liquidated and paid, if applicable, in accordance with the terms hereof.

(d) *Voting*: Class 2 is Impaired, and the holder of the Mezzanine Loan Claim against EGM is entitled to vote to accept or reject the Plan.

(e) *Other*: Nothing in this Section 6.2 or otherwise under the Plan shall impair, modify, amend, limit, or otherwise affect the rights of the Mezzanine Lender to assert any direct claims it may be entitled to assert under applicable law against the BVI Parent and its Related Entities (other than the Debtors) including, but without limitation, the Goldman Guaranty Claims.

6.3. ***Equity Interests (Class 3).***

(a) *Classification*: Class 3 consists of Equity Interests in EGM.

(b) *Treatment*: On or after the Effective Date, the Equity Interests in EGM shall be cancelled. The existing holder of the Equity Interests in EGM shall neither receive nor retain any property of EGM or direct interest in property of EGM on account of such Equity Interest.

(c) *Voting:* Class 3 is Impaired and the holder of Equity Interests of EGM is not entitled to receive or retain any property under the Plan. Under Section 1126(g) of the Bankruptcy Code, such holders are deemed to have rejected the Plan, and the votes of such holders shall not be solicited.

ARTICLE VII MEANS FOR IMPLEMENTATION.

7.1. ***No Substantive Consolidation.***

The Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan of reorganization for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan. The Assets of each Debtor's Estate shall be separately maintained and accounted for, and used exclusively for distribution on account of Claims and Interests of such Estate. Nothing under this Plan shall make any Debtor liable for the Claims or Interests against any other Debtor.

7.2. ***The Sale Transaction, Allocation of Sale Proceeds, and Repayment of Certain Obligations***

On the Effective Date, in accordance with the Plan, the RSA, and the Purchase Agreement, subject to the satisfaction or waiver of all applicable conditions under the terms thereof:

(a) EG I and EG II shall sell the Properties to the Purchaser pursuant to the terms of the Purchase Agreement in exchange for the Purchase Price.

(b) EG I shall receive the EG I Sale Proceeds (on account of the Denizen X), which shall be used to make the payments provided in the Plan for the following Allowed Claims against EG I: Administrative Expenses, Fee Claims, Priority Tax Claims, DIP Claims, Priority Non-Tax Claims, the JPM Secured Claims, Other Secured Claims, General Unsecured Claims, and Intercompany Claims. The Disputed Claims Reserve will be established for payment of Disputed Claims against EG I. On the Effective Date, all Cash, Avoidance Actions and other Causes of Action of EG I shall be distributed to EGM on account of its ownership of all of the equity interests in EG I and shall be property of Post-Effective Date EGM.

(c) EG II shall receive the EG II Sale Proceeds (on account of the Denizen Y), which shall, together with all other Cash on the balance sheet of EG II, be used to pay the following claims against EG II: Administrative Expenses, Fee Claims, Priority Tax Claims, Other Secured Claims, Series E Secured Claims, Convenience Claims, and General Unsecured Claims, as well as the portion of the Wind-Down Budget attributable to EG II.

(d) Promptly upon receipt of any funds or distribution on account of the Series E Secured Claims, the Series E Notes Trustee shall pay the 2020 PSA Reimbursement Amount to EG I prior to making any distributions on account of the Series E Secured Claims to the Series E Noteholders.

7.3. ***Settlement of 2020 PSA Claim***

The 2020 PSA Claim shall be Allowed as a General Unsecured Claim against each of EG I and EG II, but payable only once, without duplication, and shall be paid by EG I and EG II in accordance with, and pursuant to, the 2020 PSA Settlement Agreement, the Plan, and the RSA.

7.4. ***Issuance of Equity in the Post-Effective Debtors***

(a) On the Effective Date, after the closing of the Sale Transaction and the Effective Date distributions under the Plan, EG II shall merge into a corporation, with such corporation surviving as Post-Effective Date EG II. A Single Share of Post-Effective Date EG II shall be issued to the Plan Administrator. Following the conclusion of the Plan Administrator's prosecution of any Avoidance Actions or other Causes of Action on behalf of holders of General Unsecured Claims against EG II, Post-Effective Date EG II shall be dissolved and the Single Share of Post-Effective Date EG II shall be deemed cancelled and of no further force and effect. The Plan Administrator shall have no right to any distribution of property or value from Post-Effective Date EG II by reason of its ownership of the Single Share.

(b) On the Effective Date, after the closing of the Sale Transaction and the Effective Date distributions under the Plan, a single unit of Post-Effective Date EGM shall be issued to the Plan Administrator of EGM representing a non-economic 100% ownership interest in Post-Effective Date EGM (it being understood that the Plan Administrator shall have no right to any distribution of property or value from Post-Effective Date EGM by reason of its ownership of the single unit). Following the conclusion of the Plan Administrator's prosecution of any Avoidance Actions and other Causes of Action on behalf of the holder of the Mezzanine Loan Claim, and the distribution of any proceeds thereof to the Mezzanine Lender, Post-Effective Date EGM shall be dissolved and the single unit shall be deemed cancelled and of no further force and effect.

7.5. ***Wind Down and Dissolution of the Debtors.***

(a) On the Effective Date, the Mezzanine Lender shall appoint the Plan Administrator for EGM and the Series E Notes Trustee shall appoint the Plan Administrator for EG II for the purpose of conducting the Wind Down of Post-Effective Date EGM, and Post-Effective Date EG II, respectively, on

terms and conditions set forth in the respective Plan Administration Agreements. The retention of the respective Plan Administrator shall in each case shall be pursuant to an agreement approved by the Mezzanine Lender and the Series E Notes Trustee, as applicable, and filed as part of the Plan Supplement. The Post-Effective Debtors shall each be deemed a Reorganized Debtor (as defined in the RSA) for purposes of the RSA, with all obligations thereunder applying with full force and effect upon Post-Effective Date EGM, as successor to EG I under the RSA, and Post-Effective Date EG II, as successor to EG II under the RSA, to the same effect as upon the original parties thereto. Upon the conclusion of the Wind Down for a Post-Effective Debtor, such Post-Effective Debtor shall be dissolved by the respective Plan Administrator. The applicable Plan Administrator shall act for the applicable Post-Effective Debtor in the same capacity and shall have the same rights and powers as are applicable to a manager, managing member, board of managers, board of directors or equivalent governing body, as applicable, and to officers, subject to the provisions hereof (and all certificates of formation and limited liability company agreements and certificates of incorporation or by-laws, or equivalent governing documents and all other related documents (including membership agreements, stockholders agreements, or similar instruments), as applicable, are deemed amended pursuant to the Plan to permit and authorize the same) and the Plan Administrators will be representatives of respective the Post-Effective Debtors for purposes of section 1123(b)(3) of the Bankruptcy Code. From and after the Effective Date, the applicable Plan Administrator shall be the sole representative of and shall act for the applicable Post-Effective Debtor, respectively, with the authority set forth in this Section 7.5 and the Plan Administration Agreements. The Plan Administrator shall be compensated and reimbursed for reasonable costs and expenses as set forth in the Plan Administration Agreements included in the Plan Supplement.

(b) Each Plan Administrator shall have the authority and right on behalf of each of the Post-Effective Debtors, subject to the express terms of the Plan Administration Agreements but without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to: (i) implement the Wind Down as expeditiously as reasonably possible and administer the liquidation, dissolution, sale and/or abandonment or similar action of the Debtors and their Estates and any Assets held by the Post-Effective Debtors after the Effective Date in accordance with the Wind Down Budget; (ii) except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process, including to object to, seek to subordinate, compromise, settle, or consent to derivative standing to the Mezzanine Lender or the Series E Notes Trustee in connection with, any and all Disputed Claims against the Debtors, each subject to the consent rights provided for herein and the Plan Administration Agreements; (iii) make distributions to holders of Allowed Claims in accordance with the Plan; (iv) prosecute the Avoidance Actions and all other Causes of Action on behalf of Post-Effective Debtors (including, for the avoidance of doubt, such Avoidance Actions and all other Causes of Action of EG I distributed to Post-Effective Date EGM pursuant to the Plan), elect not to pursue any Avoidance Actions and Causes of Action, consent to derivative standing to the Mezzanine Lender or the Series E Notes Trustee in connection with, any and all Avoidance Actions and all other Causes of Action and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Avoidance Actions and Causes of Action, as the applicable Plan Administrator may determine is in the best interests of each of the Post-Effective Debtors; (v) create and fund, as necessary, any reserves required under the Plan, including for Disputed Claims and other such reserves as the Plan Administrator deems necessary and appropriate to carry out the provisions of the Plan; (vi) retain and compensate professionals to assist in performing its duties under the Plan; (vii) maintain the books, records, and accounts of the Debtors; (viii) complete and file, as necessary, all final or otherwise required federal, state, and local tax returns and other tax reports for the Debtors or the Post-Effective Debtors; (ix) represent the interests of the applicable Debtors, their Estates, or the Post-Effective Debtors before any taxing authority in all matters including, without limitations, any action, suit, proceeding, appeal or audit; and (x) appoint and compensate an agent to effectuate distributions under the Plan with the consent of the Mezzanine Lender and the Series E Notes Trustee, as applicable; and (xi) perform other duties and functions that are consistent with the implementation of the Plan or required by the Bankruptcy Code.

(c) The Plan Supplement shall include the Wind Down Budget and, on the Effective Date, the applicable Plan Administrator shall segregate the funds from the applicable Post-Effective Debtor to be used to make the payments contemplated in the Wind Down Budget.

(d) The Post-Effective Date EGM and the Post-Effective Date EG II shall indemnify and hold harmless the applicable Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence, willful misconduct, or criminal conduct.

(e) The Plan Administrator shall effectuate the Wind Down in accordance with the Wind Down Budget. The Plan Administrator shall pay any and all reasonable and documented costs and expenses incurred in connection with the Wind Down, including the reasonable fees and expenses of its professionals, without further order of the Bankruptcy Court, provided that such amounts are consistent with the Wind Down Budget.

(f) Subject to Sections 6.2 and 8.3 of the Plan, the Debtors shall make an initial distribution on the Effective Date and thereafter, the Plan Administrator shall, in an expeditious but orderly manner, make timely distributions pursuant to the Plan and the Confirmation Order.

(g) All matters provided for herein involving the corporate structure of the Debtors, or the Post-Effective Debtors, to the extent applicable, or any corporate or related action required by the Debtors or the Post-Effective Debtors in connection herewith shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stockholders, members, or directors or managers of the Debtors or the Post-Effective Debtors, and with like effect as though such action had been taken unanimously by the stockholders, members, directors, managers, or officers, as applicable, of the Debtors or Post-Effective Debtors. The Plan Administrator shall be authorized to file on behalf of the Debtors, certificates of dissolution and any and all other corporate and company documents necessary to effectuate the Wind Down without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, the board of directors, or board of directors or similar governing body of the Debtors.

(h) All directors and officers of the Debtors shall be deemed to have resigned as of the Effective Date.

(i) To the extent that any action or inaction of the Plan Administrator is subject to approval of the Mezzanine Lender and the Series E Notes Trustee, such actions or inactions are subject to the approval of the Mezzanine Lender, with respect to Post-Effective EGM, and the Series E Notes Trustee, with respect to Post-Effective EG II.

7.6. ***Effectuating Documents; Further Transactions.***

(a) Upon the Effective Date, all actions contemplated by the Plan (whether to occur before, on, or after the Effective Date) shall be deemed authorized and approved in all respects, in each case, in accordance with and subject to the terms hereof. All matters provided for in the Plan involving the corporate or limited liability company structure of the Debtors and the Post-Effective Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Debtors, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors, managers, or officers of the Debtors or the Post-Effective Debtors. On or (as applicable) before the Effective Date, the authorized officers of the Debtors or the Post-Effective Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the

transactions contemplated by the Plan) in the name of and on behalf of the Post-Effective Debtors, including, but not limited to any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Section 7.6 shall be effective notwithstanding any requirements under non-bankruptcy law.

(b) On or as soon as practicable after the Effective Date, the Plan Administrator may take such actions as may be or become necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, subject in all respects to the provisions of the Plan, and the rights vested in the Mezzanine Lender and the Series E Notes Trustee, including (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, financing, conversion, disposition, transfer, dissolution, transition services, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; and (iv) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law or to reincorporate in another jurisdiction.

(c) Immediately following the conversion of Post-Effective Date EG II into a corporation pursuant to Section 7.4(a) hereof, the Plan Administrator shall adopt a "plan of liquidation" in furtherance of its duties and responsibilities under the plan to monetize all of the remaining assets of Post-Effective Date EG II (including any Avoidance Actions or other Causes of Action) and distribute the proceeds thereof in accordance with the Plan, and shall timely file IRS Form 966 in connection therewith.

(d) Certain Tax Matters. For U.S. federal income tax purposes, and comparable state and local tax purposes (as applicable):

(i) The Debtors (other than EG II) shall implement the Plan in a manner such that such Debtors shall continue to be treated as disregarded entities through the implementation of the Plan on the Effective Date and shall not take any action that would cause any such Debtors, or Post-Effective Date EGM, to be treated as an association taxable as a corporation at any time (prior to, on or following the Effective Date). .

(ii) Following the Effective Date, Post-Effective Date EGM shall be treated as a disregarded entity of which the Mezzanine Lender is regarded as the tax owner, so long as the Mezzanine Lender is a single owner of the Mezzanine Loan Claim, and in the event there are two or more owners, as a partnership (unless applicable Law requires otherwise).

(iii) Any items of income, deduction, gain, loss or credit attributable to the Debtors and/or Post-Effective Date EGM, as applicable, shall be allocated between the period ending with and including the implementation of the Plan on the Effective Date (the "Pre-Closing Period") and the period thereafter (the "Post-Closing Period") and, in accordance therewith, to the applicable tax regarded owner for each period. In furtherance of the foregoing and for the avoidance of doubt, it is understood and agreed that any items of income, deduction, gain, loss or credit attributable to the Debtors as a result of the transactions contemplated in connection with the implementation of the Plan, including without limitation any such items attributable to the Sale Transaction and any cancellation

of debt consequences on the Effective Date, shall be allocated to the Pre-Closing Period, which items shall be reported to the tax owner of the Debtors for the Pre-Closing Period and not treated as attributable to the Post-Closing Period or Post-Effective Date EGM.

(iv) The Debtors, the BVI Parent, the Chief Restructuring Officer, the Associate Restructuring Officer, the holders of the Equity Interests in EGM and EG II, and all holders of Claims shall report consistent with this Section 7.6(d) for all income tax purposes, and shall (X) use commercially reasonable efforts to cause consistent reporting therewith by others, or (Y) not join in, encourage, and/or support inconsistent reporting therewith by others.

(v) The Debtors shall be authorized to implement the Plan in the manner most tax efficient to the Post-Effective Debtors, the Mezzanine Lender (as to Post-Effective Date EGM, EGM and EG I) and the Series E Notes (as to EG II), as determined by the mutual agreement of the Debtors, the Mezzanine Lender and the Series E Notes Trustee (as applicable) in their reasonable discretion given the totality of the circumstances.

7.7. ***Cancellation of Existing Securities and Agreements.***

(a) On the Effective Date, except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, including with respect to executory contracts or unexpired leases that shall be assumed by the Debtors or assumed and assigned to the Purchaser on the Effective Date, all agreements, instruments, and other documents evidencing or issued pursuant to the EG I Mortgage Loan Agreement, the Mezzanine Loan, and the Series E Notes, or any indebtedness or other obligations thereunder, and any Interests, and any rights of any holder in respect thereof, shall be deemed cancelled, discharged, and of no force or effect, and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged. Notwithstanding the foregoing, (i) the claims of the Series E Noteholders under the Series E Notes and the Series E Deed of Trust against the BVI Parent, and (ii) the claims of the Mezzanine Lender (A) against the BVI Parent and (B) related to the Goldman Guaranty Claims, shall survive and not be impaired by the foregoing or by the Plan.

(b) Notwithstanding the foregoing, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in the Plan shall be deemed null and void and shall be of no force and effect. Nothing contained herein shall be deemed to cancel, terminate, release, or discharge the obligation of the Debtors or any of their counterparties under any executory contract or lease to the extent such executory contract or lease has been assumed by the Debtors and assigned to the Purchaser pursuant to a Final Order of the Bankruptcy Court or hereunder.

7.8. ***Cancellation of Liens.***

Except as otherwise specifically provided herein, upon the payment in full in Cash of a Secured Claim, any Lien securing such Claim, shall be deemed released, and the holder of such Other Secured Claim shall be directed to release any collateral or other property of the Debtors (including any Cash collateral) held by such holder and to take such actions as may be requested by the Debtors or the Plan Administrator, as applicable, to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases as may be requested by the Debtors or Plan Administrator, as applicable.

7.9. ***Subordination Agreements.***

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective Distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise.

7.10. ***Closing of the Chapter 11 Cases.***

After an Estate has been fully administered, the Plan Administrator shall seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case(s) in accordance with the Bankruptcy Code and the Bankruptcy Rules.

7.11. ***Notice of Effective Date.***

As soon as practicable, but not later than three (3) Business Days following the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

ARTICLE VIII DISTRIBUTIONS.

8.1. ***Distributions Generally.***

The Disbursing Agents shall make all distributions under the Plan to the appropriate holders of Allowed Claims in accordance with the terms of the Plan.

8.2. ***Distribution Record Date.***

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims maintained by the Debtors or their respective agents shall be deemed closed for purposes of determining whether a holder of such a Claim is a record holder entitled to distributions under the Plan, and there shall be no further changes in the record holders or the permitted designees of any such Claims. The Debtors or the Plan Administrator, as applicable, shall have no obligation to recognize any transfer or designation of such Claims occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amount or Assumption Disputes, neither the Debtors, nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease as of the close of business on the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim or Cure Amount.

8.3. ***Date of Distributions.***

(a) Except as otherwise provided in the Plan, any distributions and deliveries to be made under the Plan shall be made on the Effective Date, as and when Claims are Allowed in the sole discretion of the Plan Administrator, or as otherwise determined in accordance with the Plan, including, without limitation, the treatment provisions of Article IV, Article V, and Article VI of the Plan, or as soon as practicable thereafter; provided, that the Plan Administrator shall from time to time announce subsequent distribution dates to the extent they determine them to be appropriate 7.5

(b) The Plan Administrator of EGM shall manage the EG I Disputed Claims Reserve for the treatment of Disputed Claims against EG I. The EG I Disputed Claims Reserve shall be held in trust

by the Plan Administrator for the benefit of holders of such Disputed Claims against EG I pending a determination of such claimants' entitlement thereto pursuant to the terms of the Plan. For the avoidance of doubt, as Disputed Claims are resolved and satisfied in accordance with the provisions of the Plan, excess funds shall be released from the EG I Disputed Claims Reserve and may be distributed to the Mezzanine Lender at the discretion of the Plan Administrator for EGM.

(c) With respect to EG II and EGM, the applicable Plan Administrator shall reserve an amount sufficient to pay holders of Disputed Administrative Expense Claims, Disputed Priority Tax Claims, Disputed Non-Priority Tax Claims, Disputed Other Secured Claims, and Disputed General Unsecured Claims, the amount such holders would be entitled to receive under the Plan if such Claims were to become Allowed Claims. As Disputed Claims are resolved, excess funds shall be released from the applicable reserve and distributed in accordance with the Plan.

8.4. ***Disbursing Agent.***

All distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Plan Administrator shall use all commercially reasonable efforts to provide the Disbursing Agent (if other than the Plan Administrator) with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the applicable Debtor's books and records. The Plan Administrator shall cooperate in good faith with the applicable Disbursing Agent (if other than the Plan Administrator) to comply with the reporting and withholding requirements outlined in Section 8.19 of the Plan.

8.5. ***Rights and Powers of Disbursing Agent.***

(a) From and after the Effective Date, the Disbursing Agent, solely in its capacity as Disbursing Agent, shall be exculpated by all Entities, including, without limitation, holders of Claims against and Interests in the Debtors and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent. No holder of a Claim or Interest or other party in interest shall have or pursue any claim or Cause of Action against the Disbursing Agent, solely in its capacity as Disbursing Agent, for making distributions in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent.

(b) The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder; (ii) make all distributions contemplated hereby; and (iii) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

8.6. ***Expenses of Disbursing Agent.***

Except as otherwise ordered by the Bankruptcy Court, any reasonable and documented fees and expenses incurred by the Disbursing Agent acting in such capacity (including reasonable documented attorneys' fees and expenses) on or after the Effective Date shall be paid in Cash, subject to the Plan Administration Agreements.

8.7. ***Postpetition Interest on Claims.***

(a) Interest on Claims against EG II and EGM: Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code (including postpetition interest in accordance with sections 506(b) and 726(a)(5) of the Bankruptcy Code), interest shall not accrue or be paid on any Claims against EG II and EGM on or after the Petition Date; provided, that if interest is payable pursuant to the preceding sentence, interest shall accrue at the federal judgment rate pursuant to 28 U.S.C. § 1961 on a non-compounded basis from the date the obligation underlying the Claim becomes due and is not timely paid through the date of payment.

(b) Interest on Secured Claims against EG I: Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code (including postpetition interest in accordance with the applicable provisions of the Bankruptcy Code), interest shall accrue and be paid on JPM Secured Claims at the default rate in accordance with the EG I Mortgage Loan Agreement and shall accrue and be paid on Other Secured Claims against EG I pursuant to the terms of any contracts that give rise to such Other Secured Claim against EG I, or otherwise pursuant to applicable non-bankruptcy law.

(c) Interest on Unsecured Claims against EG I: Except as otherwise provided in the Plan, the Confirmation Order, the DIP Order, or another order of the Bankruptcy Court or required by the Bankruptcy Code (including postpetition interest in accordance with the applicable provisions of the Bankruptcy Code), interest shall accrue at the federal judgment rate pursuant to 28 U.S.C. § 1961 on a non-compounded basis from the date the obligation underlying the Claim becomes due and is not timely paid through the date of payment; provided, however, that no such postpetition interest shall accrue or be payable on account of any Intercompany Claim against EG I, other than the EG I Operating Expense Claim.

8.8. ***Delivery of Distributions.***

(a) Subject to Bankruptcy Rule 9010, all distributions to any holder or permitted designee, as applicable, of an Allowed Claim or Interest shall be made to a Disbursing Agent, who shall transmit such distribution to the applicable holders or permitted designees of Allowed Claims or Interests on behalf of the Debtors. In the event that any distribution to any holder or permitted designee is returned as undeliverable, no further distributions shall be made to such holder or such permitted designee unless and until the Disbursing Agent is notified in writing of such holder's or permitted designee's, as applicable, then-current address, at which time all currently-due, missed distributions shall be made to such holder as soon as reasonably practicable thereafter without interest. Nothing herein shall require the Disbursing Agent to attempt to locate holders or permitted designees, as applicable, of undeliverable distributions and, if located, assist such holders or permitted designees, as applicable, in complying with Section 8.14 of the Plan.

(b) Notwithstanding the foregoing, the following shall apply to holders of the JPM Secured Claims, Series E Secured Claims, and DIP Claims, respectively:

(i) all distributions of Cash on account of the JPM Secured Claims shall be deposited with JPM for distribution to any other holders of the JPM Secured Claims in accordance with the terms of the EG I Mortgage Loan Agreement. To the extent JPM effectuates, or is requested to effectuate, any distributions hereunder, JPM shall be deemed a "Disbursing Agent" for purposes of the Plan.

(ii) all distributions of Cash on account of Series E Secured Claim, shall be deposited with the Series E Notes Trustee for distribution to the Series E Noteholders in

accordance with the terms of the Series E Deed of Trust. To the extent the Series E Notes Trustee effectuates, or is requested to effectuate, any distributions hereunder, the Series E Notes Trustee shall be deemed a "Disbursing Agent" for purposes of the Plan.

(iii) all distributions of Cash on account of the DIP Claims shall be paid to the DIP Lender in accordance with the DIP Documents. All distributions to holders of DIP Claims shall be governed by the DIP Documents and the DIP Order and shall be made to each holder of an Allowed DIP Claim or such holder's authorized designee for purposes of distributions to be made hereunder. All reasonable and documented fees and expenses of the DIP Lender incurred after the Effective Date pursuant to this Section 8.8 shall be paid by the Plan Administrator for EGM from the Wind Down Budget.

8.9. ***Distributions after Effective Date.***

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

8.10. ***Unclaimed Property.***

Undeliverable distributions shall remain in the possession of the Post-Effective Debtors, until such time as a distribution becomes deliverable or a holder accepts distribution, or such distribution reverts back to the Post-Effective Debtors and shall not be supplemented with any interest, dividends, or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of one hundred and twenty (120) days from the applicable date of distribution and the holder of the Claim entitled to such distribution shall be discharged and forever barred. After such date, all unclaimed property or interest in property of the Post-Effective Debtors shall revert to and vest in the Post-Effective Debtors and shall be thereafter disbursed to the Mezzanine Lender and the Series E Notes Trustee, as applicable, and all unclaimed property or interest in property shall be discharged and forever barred.

8.11. ***Time Bar to Cash Payments.***

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within one hundred and twenty (120) days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall immediately and irrevocably revert to the applicable Post-Effective Debtor, and any Claim on account of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check prior to the expiration of the one hundred and twenty (120) day period from the date of issuance shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued.

8.12. ***Manner of Payment under Plan.***

Except as otherwise specifically provided in the Plan, at the option of the Plan Administrator, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors; provided, however, all Cash payments to holders of DIP Claims and holders of the Mezzanine Loan Claims shall be made by wire transfer.

8.13. ***Satisfaction of Claims.***

Except as otherwise specifically provided in the Plan, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction and discharge of and exchange for the applicable Debtor's obligation on account of such Allowed Claims.

8.14. ***Minimum Cash Distributions.***

The Disbursing Agent shall not be required to make any distribution of Cash less than One Hundred Dollars ($100) to any holder of an Allowed Claim other than an Allowed Convenience Claim; provided, that if any distribution is not made pursuant to this Section 8.14, such distribution shall be added to any subsequent distribution to be made on behalf of the holder's Allowed Claim.

8.15. ***Setoff and Recoupment.***

The Post-Effective Debtors, or their designee (including, without limitation, the Disbursing Agent) may, but shall not be required to, set off or recoup against any Claim, and any distribution to be made on account of such Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that the Debtors or the Post-Effective Debtors may have against the holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy law (other than the released Causes of Action in favor of the Released Parties); provided, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or a Post-Effective Debtor or its successor, of any claims, rights, or Causes of Action that a Debtor or a Post-Effective Debtor, or its successor or assign may possess against the holder of such Claim (other than the released Causes of Action in favor of the Released Parties).

8.16. ***Allocation of Distributions between Principal and Interest.***

Except as otherwise required by law (as reasonably determined by the Plan Administrator, as applicable), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the portion of such Allowed Claim (if any) that reflects reimbursable expenses, and then to the accrued and unpaid interest on such Allowed Claim.

8.17. ***No Distribution in Excess of Amount of Allowed Claim.***

Except as provided in Section 8.7 of the Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, distributions in excess of the Allowed amount of such Claim.

8.18. ***Distributions Free and Clear.***

Except as provided herein, any distributions under the Plan shall be free and clear of and Liens, Claims, and encumbrances, and no other Entity, including the Debtors or the Plan Administrator, shall have any interest, legal, beneficial, or otherwise, in any amounts transferred pursuant to the Plan.

8.19. ***Withholding and Reporting Requirements.***

(a) *Withholding Rights*. In connection with the Plan, the Plan Administrators shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. JPM, the Series E Notes Trustee, the Plan Administrators, the DIP Lender, the Disbursing Agent, the Post-Effective Debtors, or such other Entity designated thereby, as

applicable, shall be authorized to take any actions that they determine, in their reasonable discretion, to be necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate (including, in the event of a non-cash distribution, the claimant providing sufficient monies to satisfy the withholding). Notwithstanding the foregoing, each holder of an Allowed Claim or any other Entity that receives a distribution pursuant to the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any governmental unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any party making any distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(b) *Forms*. Any party entitled to receive any property as a distribution under the Plan shall, upon request, deliver to the Disbursing Agent or such other Entity designated by the Plan Administrator (which Entity shall subsequently deliver to the Disbursing Agent any applicable Internal Revenue Service Form W-8 or Form W-9 or other tax information received), an appropriate Internal Revenue Service Form W-9 or (if the payee is a foreign Entity) Form W-8, and any other reasonably requested tax information. If such request is made by the Plan Administrator or the Disbursing Agent, or such other Entity designated by the Plan Administrator or the Disbursing Agent and the holder fails to comply before the earlier of (i) the date that is one hundred and eighty (180) days after the request is made, and (ii) the date that is one hundred and eighty (180) days after the date of distribution, the amount of any such distribution shall irrevocably revert to the Post-Effective Debtors, and any Claim on account of such distribution shall be discharged and forever barred from assertion against the Post-Effective Debtors, or their respective property.

ARTICLE IX PROCEDURES FOR DISPUTED CLAIMS.

9.1. *Priming Claims and Liens*

The Debtors shall consult with (i) the Mezzanine Lender with respect to any Disputed Claim against EG I, or (ii) the Series E Notes Trustee with respect to any Disputed Claim against EG II that is, or purports to be, pari passu or senior to the Series E Secured Claims, in each case, in connection with the estimation, settlement of, and/or prosecution of objections to any such Disputed Claims, and shall obtain the prior written consent from the Mezzanine Lender or the Series E Notes Trustee, as applicable, prior to estimating or settling any such Disputed Claims (with such consent not to be unreasonably withheld). Notwithstanding anything to the contrary, as of the Claims Dispute Effective Date, upon request by the Mezzanine Lender or the Series E Notes Trustee, as the case may be, to be heard in connection with, intervene in, or be granted standing to prosecute, any estimation, objection, or challenge to such Disputed Claims, including, without limitation, the right to prosecute any objections, challenges, or commence any litigation relating to such Disputed Claim, the Debtors and the Mezzanine Lender or the Series E Notes Trustee, as applicable, shall consent to, and agree not to oppose or dispute, the rights of the Mezzanine Lender or Series E Notes Trustee to be heard in connection with, intervene in, or be granted standing to prosecuted, any estimation or objection to such Disputed Claims.

9.2. *Objections to Claims.*

Subject to the rights provided to the Mezzanine Lender and the Series E Notes Trustee hereunder and in the Plan Administration Agreements, the Plan Administrator shall exclusively be entitled to object to Claims as of the Effective Date. As of the Effective Date, the applicable Plan Administrator shall have and retain any and all rights and defenses that the applicable Debtor had with regard to any Claim to which they may object, except with respect to any Claim that is Allowed pursuant to the Plan. Any

objections to proofs of Claim shall be served and filed on or before the later of (a) one hundred and twenty (120) days after the Effective Date, and (b) on such other date as ordered by the Bankruptcy Court for cause.

9.3. ***Resolution of Disputed Administrative Expenses and Disputed Claims.***

Subject to the rights provided to the Mezzanine Lender and the Series E Notes Trustee hereunder and in the Plan Administration Agreements, the Plan Administrator shall have the exclusive authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims without further approval of the Bankruptcy Court, other than with respect to Fee Claims.

9.4. ***Payments and Distributions with Respect to Disputed Claims.***

Notwithstanding anything herein to the contrary, if any portion of a Claim is a Disputed Claim, the Debtors shall not be required to make any payment or distribution provided hereunder on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

9.5. ***Distributions after Allowance.***

After such time as a Disputed Claim becomes an Allowed Claim, in whole or in part, the holder thereof shall be entitled to distributions, if any, to which such holder is then entitled as provided in this Plan, with or without interest, as provided in Section 9.9 of the Plan. Such distributions shall be made in accordance with Article VIII of the Plan. Distributions from a Disputed Claims Reserve shall include earnings on any monies held in such Disputed Claims Reserve, less expenses (including the payments of taxes) of administering such Disputed Claims Reserve.

9.6. ***Estimation of Claims.***

The Plan Administrator may (a) determine, resolve and otherwise adjudicate all contingent, unliquidated, and Disputed Claims in the Bankruptcy Court and (b) at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors and the Plan Administrator may pursue supplementary proceedings to object to the allowance of such Claim; provided, that such limitation shall not apply to Claims requested by the Debtors to be estimated for voting purposes only.

9.7. ***No Distributions Pending Allowance.***

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

9.8. ***Claim Resolution Procedures Cumulative.***

All of the objection, estimation, and resolution procedures in the Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled,

compromised, withdrawn, or resolved in accordance with the Plan without further notice or Bankruptcy Court approval.

9.9. ***Interest.***

Except as otherwise set forth herein, to the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, the holder of such Claim shall be entitled to interest that accrued thereon from and after the Effective Date to the extent such interest is payable pursuant to Section 8.7 of the Plan.

9.10. ***Insured Claims.***

If any portion of an Allowed Claim is an Insured Claim, no distributions under the Plan shall be made on account of such Allowed Claim until the holder of such Allowed Claim has exhausted all remedies with respect to any applicable insurance policies. To the extent that the Debtors' insurers agree to satisfy a Claim in whole or in part, then immediately upon such agreement, the portion of such Claim so satisfied may be expunged without an objection to such Claim having to be filed and without any further notice to or action, order or approval of the Court.

9.11. ***Tax Treatment of EG I Disputed Claims Reserve.***

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Debtors, the Plan Administrator or the Disbursing Agent, as applicable, shall treat the EG I Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 and, to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors, the Post-Effective Debtors, the Plan Administrator, the Disbursing Agent, and the holders of Disputed Claims) shall be required to report for tax purposes consistently with the foregoing. The EG I Disputed Claims Reserve shall be responsible for payment, out of the assets of such reserve, of any taxes imposed on the EG I Disputed Claims Reserve or its assets. The Plan Administrator or the Disbursing Agent, as applicable, may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the EG I Disputed Claims Reserve for all taxable periods through the date on which final distributions are made.

ARTICLE X EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

10.1. ***General Treatment.***

(a) Tenant Leases. On the Effective Date, all Tenant Leases shall be assumed by the Subsidiary Debtors and assigned to the Purchaser in accordance with the Purchase Agreement. Any and all security deposits held on account of the residents of the Properties shall be fully funded on or as soon as practicable after the Effective Date and shall be held by the Purchaser as the custodian for such security deposits.

(b) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which either of the Subsidiary Debtors is a party shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Subsidiary Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Subsidiary Debtors on or before the Confirmation Date; (iv) is identified in Section 10.4 of the Plan; or (v) is a Tenant Lease identified on the Assumption Schedule included in the Plan Supplement.

(c) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumption, assumption and assignment, or rejection provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Post-Effective Debtors have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Post-Effective Debtors or the Purchaser, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

10.2. ***Determination of Assumption Disputes and Deemed Consent.***

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such executory contracts or unexpired leases and the Subsidiary Debtors may otherwise agree. The Plan Administrators shall satisfy all Cure Amounts from the proceeds of the Sale Transaction allocated to them.

(b) The Subsidiary Debtors shall file, as part of the Plan Supplement, the Assumption Schedule. At least ten (10) days before the deadline to object to confirmation of the Plan, the Subsidiary Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed and assigned reflecting the Subsidiary Debtors' intention to potentially assume or assume and assign the contract or lease in connection with this Plan and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Subsidiary Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease, notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Subsidiary Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Subsidiary Debtor or any Post-Effective Debtor under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Subsidiary Debtor, or Post-Effective Debtors, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 10.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided, that the Debtors or the Plan Administrator, as applicable, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, the Subsidiary Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Assumption Dispute; provided, that the Debtors or the Plan Administrator reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the counterparty to such executory contract or unexpired lease (or such lesser amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such counterparty and the applicable Plan Administrator).

(e) Assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Subsidiary Debtor or defaults by any Subsidiary Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Subsidiary Debtors assume or assume and assign such executory contract or unexpired lease. In accordance with section 365(k) of the Bankruptcy Code, assumption and assignment of any executory contract or unexpired lease, including without limitation, Tenant Leases, releases the Debtors and the Post-Effective Debtors form any liability for breach of such contract of lease occurring after the Effective Date. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, upon the assumption of such executory contract or unexpired lease.

10.3. ***Rejection Damages Claims.***

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated as a General Unsecured Claim against the applicable Subsidiary Debtor. Such Claim shall be forever barred and shall not be enforceable against the Subsidiary Debtors, the Post-Effective Debtors, or their respective Estates, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Post-Effective Debtors by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an order from the Bankruptcy Court rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.

10.4. ***Insurance Policies.***

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice, or claim objection, and any other document related to any of the foregoing, and any other order of the Bankruptcy Court: on the Effective Date (i) all insurance policies issued or providing coverage to the Debtors shall (subject to the applicable insurer's right to object to such a designation) be assumed in their entirety by the Debtors pursuant to sections 365 and 1123 of the Bankruptcy Code, and the Debtors shall remain severally liable in full for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of such Debtor under such insurance policies, without the need or requirement for an insurer to file a proof of Claim, Administrative Expense Claim or objection to any Cure Amount; (ii) nothing shall alter or modify the terms and conditions of and/or any rights, obligations, benefits, claims, rights to payments, or recoveries under the insurance policies without the express written consent of the applicable insurer; and (iii) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (a) claimants with valid workers' compensation claims or direct action claims against an insurer under applicable nonbankruptcy law to

proceed with their claims; (b) insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of the Bankruptcy Court, (I) workers' compensation claims, (II) claims where a claimant asserts a direct claim against any insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay to proceed with its claim, and (III) all costs in relation to each of the foregoing; and (c) the insurers to cancel any insurance policies, and take other actions relating thereto, to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the insurance policies.

10.5. ***Intellectual Property Licenses and Agreements.***

Notwithstanding anything to the contrary in the Definitive Documents, the Plan, the Plan Supplement, any bar date notice or claim objection, and any other document related to any of the foregoing, all intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the date of the Confirmation Order shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed by the Subsidiary Debtors and assigned to the Purchaser in accordance with the Purchase Agreement.

10.6. ***Assignment.***

To the extent provided under the Bankruptcy Code or other applicable law, any executory contract or unexpired lease assumed and assigned to the Purchaser hereunder shall remain in full force and effect for the benefit of the Purchaser in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type set forth in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect with respect to any assumption and assignment effected pursuant to the Plan.

10.7. ***Modifications, Amendments, Supplements, Restatements, or Other Agreements.***

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the notice of assumed contracts.

10.8. ***Reservation of Rights.***

(a) The Subsidiary Debtors may amend the Assumption Schedule and any cure notice until the Business Day immediately prior to the commencement of the Confirmation Hearing in order to (i) add, delete, or reclassify any executory contract or unexpired lease or amend a proposed assumption or assumption and assignment and/or (ii) amend the proposed Cure Amount; provided, that if the Confirmation Hearing is adjourned for a period of more than two (2) consecutive calendar days, the Subsidiary Debtors' right to amend such schedules and notices shall be extended to the Business Day immediately prior to the adjourned date of the Confirmation Hearing, with such extension applying in the case of any and all

subsequent adjournments of the Confirmation Hearing. The Subsidiary Debtors shall provide notice of such amendment to any affected counterparty as soon as reasonably practicable.

(b) Neither the exclusion nor inclusion of any contract or lease by the Subsidiary Debtors on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, will constitute an admission by the Subsidiary Debtors that any such contract or lease is or is not in fact an executory contract or unexpired lease or that the Subsidiary Debtors, or the Post-Effective Debtors, or their respective affiliates have any liability thereunder.

(c) Except as otherwise provided in the Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Causes of Action, or other rights of the Debtors and the Post-Effective Debtors, under any executory or non-executory contract or any unexpired or expired lease.

(d) Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Debtors, as applicable, under any executory or non-executory contract or any unexpired or expired lease.

ARTICLE XI CONDITIONS PRECEDENT TO CONFIRMATION OF PLAN AND EFFECTIVE DATE.

11.1. ***Conditions Precedent to Confirmation of Plan.***

The following are conditions precedent to confirmation of the Plan:

(a) the Disclosure Statement Order shall have been entered;

(b) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed and be in conformity with the Plan and the RSA;

(c) the Purchase Agreement shall not have been terminated and shall be in full force and effect;

(d) the RSA shall not have been terminated and shall be in full force and effect;

(e) to the extent the DIP Obligations have not been fully satisfied prior to the Confirmation Date, the DIP Order and the DIP Documents shall be in full force and effect in accordance with the terms thereof, and no event of default shall be continuing thereunder or occur as a result of entry of the Confirmation Order;

(f) to the extent the Cash Collateral Obligations have not been fully satisfied prior to the Confirmation Date, the Cash Collateral Orders shall be in full force and effect in accordance with the terms thereof, and no default shall be continuing thereunder or occur as a result of entry of the Confirmation Order; and

(g) the provisions of section 7.6(d) of the Plan shall be true and correct in all respects.

11.2. ***Conditions Precedent to Effective Date.***

The following are conditions precedent to the Effective Date of the Plan:

(a) the Confirmation Order shall have been entered as to each Debtor and have become Final Order and shall be in full force and effect;

(b) to the extent the DIP Obligations have not been fully satisfied prior to the Confirmation Date, the DIP Order and the DIP Documents shall be in full force and effect in accordance with the terms thereof, and no event of default shall be continuing thereunder and an acceleration of the obligations or termination of the DIP Lender's commitments under the DIP Facility shall not have occurred;

(c) to the extent the Cash Collateral Obligations have not been fully satisfied prior to the Confirmation Date, the Cash Collateral Orders shall be in full force and effect in accordance with the terms thereof, and no default shall be continuing thereunder;

(d) all actions, documents, and agreements necessary to implement and consummate the Plan shall have been effected or executed and binding on all parties thereto and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(e) all governmental approvals and consents, including Bankruptcy Court approval, necessary in connection with the Sale Transaction shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on the Sale Transaction;

(f) the Purchase Agreement shall have been consummated;

(g) the RSA shall not have been terminated and shall be in full force and effect;

(h) the Professional Fees Escrow Account shall be established and fully funded;

(i) the provisions of section 7.6(d) of the Plan shall be true and correct in all respects; and

(j) the execution and delivery of the Plan Administration Agreements.

Notwithstanding when a condition precedent to the Effective Date occurs, for purposes of the Plan, satisfaction of such conditions precedent shall be deemed to have occurred simultaneously on the Effective Date and no such action shall be deemed to have occurred prior to the taking of any other such action; provided that, to the extent a condition precedent (a "***Prerequisite Condition***") may be required to occur prior to another condition precedent (a "***Subsequent Condition***") then, for purposes of the Plan, the Prerequisite Condition shall be deemed to have occurred immediately prior to a Subsequent Condition regardless of when such Prerequisite Condition or Subsequent Condition shall have occurred.

11.3. ***Waiver of Conditions Precedent.***

(a) Each of the conditions precedent in Section 11.1 and Section 11.2 of the Plan, other than those set forth in Section 11.1(a) and Section 11.2(a), may be waived in writing with the consent of all of the Debtors, the Mezzanine Lender, the Series E Notes Trustee, the Purchaser, and the DIP Lender; *provided*, *however*, the requirement that the Confirmation Order become a Final Order set forth in Section 11.2(a) may be waived in writing by the Debtors with the consent of the Purchaser.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

11.4. ***Effect of Failure of a Condition.***

If the conditions listed in Section 11.2 of the Plan are not satisfied or waived in accordance with Section 11.3 of the Plan on or before the Extended Outside Date (as defined in the Purchase Agreement), the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Entity (including the rights of the DIP Lender to enforce any default or event of default under the DIP Documents), or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, JPM, the Mezzanine Lender, the Series E Notes Trustee, the DIP Lender, or any other Entity.

ARTICLE XII EFFECT OF CONFIRMATION OF PLAN.

12.1. ***Vesting of Assets.***

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, (i) the Properties acquired by the Purchaser pursuant to the Purchase Agreement shall be transferred to the Purchaser free and clear of all Claims, Liens, encumbrances, charges, and other interests except as provided pursuant to the Plan and the Confirmation Order, (ii) all remaining property of the Debtors' Estates shall remain in, or vest in, as applicable, the Post-Effective Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as provided pursuant to the Plan and the Confirmation Order, subject to compliance with the terms of the Plan and the Confirmation Order. On and after the Effective Date, the Post-Effective Debtors and the Plan Administrator may take any action, including, without limitation, the operation of their businesses; the use, acquisition, sale, lease and disposition of property; and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there was no pending case under any chapter or provision of the Bankruptcy Code, except as expressly provided herein. Without limiting the foregoing, the Post-Effective Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services in accordance with the Wind Down Budget or with the consent of the Mezzanine Lender or the Series E Notes Trustee, as applicable, without application to the Bankruptcy Court.

12.2. ***Binding Effect.***

As of the Effective Date, the Plan shall bind all holders of Claims against and Interests in the Debtors and their respective successors and assigns, notwithstanding whether any such holders are (a) Impaired or Unimpaired under the Plan; (b) presumed to accept or deemed to reject the Plan; (c) failed to vote to accept or reject the Plan; (d) voted to reject the Plan; or (e) will receive any distribution under the Plan.

12.3. ***Discharge of Claims and Termination of Interests.***

Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise expressly provided herein, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to

have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interest, rights, and liabilities of the Debtors that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting against the Debtors any such discharged Claim against or terminated Interest in the Debtors.

12.4. ***Term of Injunctions or Stays.***

Unless otherwise provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the closing of all the Chapter 11 Cases.

12.5. ***Injunction.***

(a) **Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished, discharged, or released pursuant to the Plan, provided, however, the foregoing shall not enjoin or prevent any party from taking any action to enforce any rights or obligations granted pursuant to the Plan.**

(b) **Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Plan Administrator and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against, or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action against the Debtors that will be or are extinguished, discharged, or released pursuant to the Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors or the Post-Effective Debtors, or the property of any of the Debtors or the Post-Effective Debtors; (ii) enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors or the Post-Effective Debtors, or the property of any of the Debtors or the Post-Effective Debtors; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or the Post-Effective Debtors, or the property of any of the Debtors or the Post-Effective Debtors; (iv) asserting any right of setoff, directly or indirectly, against any obligation due from the Debtors or the Post-Effective Debtors, or against property or interests in property of any of the Debtors or the Post-Effective Debtors, except as contemplated or Allowed by the Plan; and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.**

(c) **By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest extinguished, discharged, or released pursuant to the Plan will be deemed to have affirmatively and specifically consented to be bound by the Plan, including, without limitation, the injunctions set forth in this Section 12.5.**

(d) **The injunctions in this Section 12.5 shall extend to any successors of the Debtors (including the Post-Effective Debtors), and their respective property and interests in property.**

12.6. ***Releases.***

(a) **Estate Releases**.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce (i) the Plan, (ii) the Definitive Documents, (iii) the EG I and EGM Retained Causes of Action, and (iv) the EG II Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the services rendered by the Released Parties to facilitate the implementation of the Plan, and except as otherwise provided in the Plan or in the Confirmation Order, the Released Parties shall be deemed released and discharged, to the maximum extent permitted by law, by the Debtors and their Estates, and the Post-Effective Debtors, in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other persons that may purport to assert any Cause of Action derivatively, by, through or on behalf of the foregoing Persons or Entities, from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the pre- and postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or Asset of the Debtors, the Sale Transaction, the Purchase Agreement, the business or contractual arrangements between any of the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the RSA, the Plan (including the Plan Supplement), the Sale Documents, the Mezzanine Loan, the EG I Mortgage Loan Agreement and related documents, the Series E Deed of Trust, the Series E Notes, and the DIP Documents, or any related agreements, instruments, and other documents (including the Definitive Documents), the DIP Order, the Cash Collateral Orders, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all of the foregoing cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, provided, that nothing in this Section 12.6(a) shall be construed to release the Released Parties from gross negligence, willful misconduct, or fraud as determined by a Final Order. The Debtors, their Estates, and the Post-Effective Debtors, shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 12.6(a) against each of the Released Parties.

(b) **Third-Party Releases**.

As of the Effective Date, except (i) for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remain in effect or become effective after the Effective Date; (ii) defend against any objections to Claims that may be asserted under the Plan; or (iii) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions made by the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date,

the Released Parties shall be deemed released and discharged by:

(i) **the holders of Claims who vote to accept the Plan;**

(ii) **the Series E Notes Trustee**;

(iii) **the Mezzanine Lender;**

(iv) **the DIP Lender;**

(v) **each of the other Released Parties; and**

(vi) **with respect to any Entity in the foregoing clauses (i) through (v), such Entity's (x) predecessors, successors, and assigns, (y) subsidiaries, affiliates, managed accounts or funds, managed or controlled by such Entity, and (z) all Persons entitled to assert Claims through or on behalf of such Entities with respect to the matters for which the releasing Entities are providing releases.**

in each case, from any and all Claims, Interests, or Causes of Action whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on, relating to, or arising from, in whole or in part, the Debtors, the restructuring, the Chapter 11 Cases, the pre- and postpetition marketing and sale process, the Purchase Agreement, the Sale Transaction, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Plan (including the Plan Supplement), the RSA, the Definitive Documents, the Sale Documents, the Mezzanine Loan, the EG I Secured First Lien Loan and related documents, the Series E Deed of Trust, the Series E Notes, the DIP Order, the DIP Documents, the Cash Collateral Orders, or any related agreements, instruments, or other documents, the solicitation of votes with respect to the Plan, in all of the foregoing cases based upon any act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date; provided, that nothing in this Section 12.6(b) shall be construed to release the Released Parties from any gross negligence, willful misconduct, or fraud as determined by a Final Order. The Persons and Entities in (i) through (vi) of this Section 12.6(b) shall be permanently enjoined from prosecuting any of the foregoing Claims or Causes of Action released under this Section 12.6(b) against each of the Released Parties.

(c) Notwithstanding anything to the contrary herein, nothing in the Plan shall limit the liability of attorneys to their respective clients pursuant to Rule 1.8(h) of the New York Rules of Professional Conduct.

12.7. ***Exculpation.***

To the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any conduct occurring on or after the Petition Date in connection with or arising out of the filing and administration of the Chapter 11 Cases, the postpetition marketing and sale process, the purchase, sale, or rescission of the purchase or sale of any security or Asset of the Debtors; the negotiation and pursuit of the DIP Facility, the Cash Collateral Orders, the Disclosure Statement, the RSA, the

Purchase Agreement, the Sale Transaction, including the formulation, negotiation, preparation, dissemination, implementation, administration, confirmation, and consummation thereof, the Plan, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan; the occurrence of the Effective Date; the DIP Documents; the Cash Collateral Orders; the administration of the Plan or the property to be distributed under the Plan; or the transactions in furtherance of any of the foregoing; except for acts or omissions of an Exculpated Party that constitute gross negligence, fraud, or willful misconduct, as determined by a Final Order. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

12.8. ***Retention of Causes of Action/Reservation of Rights.***

Except as otherwise provided in Sections 12.5, 12.6, and 12.7 of the Plan or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of their Estates in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, any affirmative Causes of Action against parties with a relationship with the Debtors. Except as other provided in the Plan, the Post-Effective Debtors shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

ARTICLE XIII RETENTION OF JURISDICTION.

13.1. ***Retention of Jurisdiction.***

On and after the Effective Date, the Bankruptcy Court shall retain non-exclusive jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases, including Assumption Disputes, and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) to ensure that distributions to holders of Allowed Claims are accomplished as provided for in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan, including, cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely paid;

(d) to consider the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(e) to enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) to issue injunctions, enter, and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to hear and determine all Fee Claims;

(i) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Plan Supplement, the Purchase Agreement, or the Confirmation Order, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(j) to hear and determine disputes arising in connection with the Sale Transaction, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(k) to hear and determine disputes arising in connection with the RSA, or any agreement, instrument, or other document governing or relating to the RSA;

(l) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute, and consummate the Plan;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any Disputed Claims for taxes or requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear, adjudicate, decide, or resolve any and all matters related to Article XII of the Plan, including, without limitation, the releases, exculpations, and injunctions issued thereunder;

(p) to resolve disputes concerning Disputed Claims or the administration thereof;

(q) to hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(r) to enter one or more final decrees closing the Chapter 11 Cases;

(s) to recover all Assets of the Debtors and property of the Debtors' Estates, wherever located;

(t) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, or any bar date established in the Chapter 11 Cases, or any deadline for responding or objection to a Cure Amount, in each case, for any purpose;

(u) hear and determine matters or disputes arising from, or in connection with, the appointment of a successor Plan Administrator in the event of the Plan Administrator's death, disability, dissolution, or removal;

(v) hear and determine all disputes involving the Wind Down Budget;

(w) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory, including, without limitation, Avoidance Actions; and

(x) to hear and resolve any dispute over the application to any Claim of any limit on the allowance of such Claim set forth in sections 502 or 503 of the Bankruptcy Code, other than defenses or limits that are asserted under non-bankruptcy law pursuant to section 502(b)(1) of the Bankruptcy Code.

13.2. ***Courts of Competent Jurisdiction.***

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XIV MISCELLANEOUS PROVISIONS.

14.1. ***Payment of Statutory Fees.***

On the Effective Date and thereafter as may be required, the Post-Effective Debtors shall pay all fees incurred pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for the Debtors' cases, until such time as a final decree is entered closing the Debtors' cases, a Final Order converting the Debtors' cases to cases under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing the Debtors' cases is entered.

14.2. ***Substantial Consummation of the Plan.***

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

14.3. ***Plan Supplement.***

The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours. Documents included in the Plan Supplement will be posted on the website of the Debtors' notice, claims, and solicitation agent.

14.4. ***Request for Expedited Determination of Taxes.***

The Debtors and the Post-Effective Debtors, as applicable, shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date and through dissolution of the Post-Effective Debtors.

14.5. ***Exemption from Certain Transfer Taxes.***

Pursuant to section 1146 of the Bankruptcy Code, (a) the transfer of the Properties to the Purchaser, or its designee, and the making or delivery of any instrument of transfer in connection or furtherance of the Plan, and any financing by the Purchaser, (b) the issuance, transfer or exchange of any securities, instruments or documents pursuant to, in implementation of or as contemplated in the Plan and the Purchase Agreement, (c) the creation of any Lien, mortgage, deed of trust, or other security interest, (d) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including, without limitation, any deeds, bills of sale, or assignments executed in connection with the Sale Transaction, and (e) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment to the fullest extent provided by law, including, but not limited to: (i) mortgage recording taxes imposed under Article 11 of the tax law of the State of New York, (ii) the New York Real Estate transfer tax imposed under Article 31 of the Tax Law of the State of New York, (iii) the New York City Real Property transfer tax imposed by title 11, chapter 21 of the New York City Administrative Code and, (iv) any similar tax on the recording of deeds, transfers or property or ownership interests in property, recording of mortgages or other security instruments imposed by the State of New York, or any political subdivision thereof. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded (including without limitation, the Register of the City of New York) shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax, as well as cancel and discharge of record all liens, judgments, encumbrances, claims, and other adverse interests in or against the Properties. All governmental authorities and any other taxing authorities shall be permanently enjoined from the commencement or continuation of any action to collect from the Properties, any taxes from which the transactions effectuated pursuant to the Plan and Confirmation Order are exempt, pursuant to and in furtherance of section 1146(a) of the Bankruptcy Code and to the greatest extent provided by law, including but not limited to, New York State Real Estate Transfer Taxes, and any mortgage recording tax, and any penalties, interest, or additions to any tax related thereto. The New York County Register's Office is hereby authorized and directed to record any deed, mortgage of the Property and any modification, restatement, amendment or assignment of any mortgages and any other similar conveyance, indenture or other documents contemplated under the Plan without the payment of any of the aforementioned exempt taxes or any other stamp tax, transfer tax or similar tax, and without the presentation of affidavits, instruments or returns otherwise required for recording or filing pursuant to the provisions of Section 1146(a) of the Bankruptcy Code.

14.6. ***Amendments.***

(a) *Plan Modifications*. Subject to the terms of the DIP Documents, the Cash Collateral Orders, and all consent rights of the DIP Lender and the Series E Notes Trustee, respectively, contained therein, (i) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend, modify, or supplement the Plan (i) prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, and (ii) after entry of the Confirmation Order, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, in each case without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims or Allowed Interests pursuant to the Plan

and subject to the reasonable consent of the DIP Lender, Mezzanine Lender and the Series E Notes Trustee, the Debtors may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the RSA and the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented.

(b) *Other Amendments*. Subject to the terms of the DIP Documents and the Cash Collateral Orders, before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement, after consulting with the Mezzanine Lender and the Series E Notes Trustee without further order or approval of the Bankruptcy Court.

14.7. ***Effectuating Documents and Further Transactions.***

The Plan Administrator, on behalf of the Post-Effective Debtors, is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

14.8. ***Revocation or Withdrawal of Plan.***

The Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date. If the Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date does not occur, then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, the Debtors or any other Entity; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission of any sort by the Debtors, the Series E Notes Trustee, the Mezzanine Lender, the DIP Lender or any other Entity. This provision shall have no adverse impact on the rights of the Series E Notes Trustee, the Mezzanine Lender, or the Debtors, as set forth in the RSA, in respect of any such revocation or withdrawal. This provision shall have no adverse impact on the rights of the DIP Lender under the DIP Documents in respect of any such revocation or withdrawal.

14.9. ***Severability of Plan Provisions.***

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors with the reasonable consent of the Mezzanine Lender and the Series E Notes Trustee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Debtors, the Mezzanine Lender, and the Series E Notes Trustee (as applicable), and (c) nonseverable and mutually dependent.

14.10. ***Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement or a Definitive Document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof; provided, however, that corporate or entity governance matters relating to any Debtor or the Post-Effective Debtors, shall be governed by the laws of the state of incorporation or organization of the applicable Debtors or Post-Effective Debtors.

14.11. ***Time.***

In computing any period of time prescribed or permitted by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

14.12. ***Dates of Actions to Implement the Plan.***

In the event that any payment or act under the Plan is required to be made or performed on a date that is on a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

14.13. ***Immediate Binding Effect.***

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns, including, without limitation, the Post-Effective Debtors.

14.14. ***Deemed Acts.***

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

14.15. ***Successor and Assigns.***

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each Entity.

14.16. ***Entire Agreement.***

On the Effective Date, the Plan, the Plan Supplement, the Purchase Agreement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

14.17. ***Exhibits to Plan.***

All exhibits, schedules, supplements, and appendices to the Plan (including the Plan Supplement) are incorporated into and are a part of the Plan as if set forth in full herein.

14.18. ***Notices.***

All notices, requests, and demands to or upon the Debtors, the Post-Effective Debtors, the Mezzanine Lender, the DIP Lender, the Series E Notes Trustee, or the Plan Administrators, as applicable, to be effective shall be in writing (including by electronic or facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

c/o All Year Holdings Limited
199 Lee Avenue, #693,
Brooklyn, NY 11211
Attn: Mr. Asaf Ravid and Mr. Ephraim Diamond
Email: ravidasaf@gmail.com and ephraim@arbelcapital.com.

-and-

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holtzer, Esq.
Jacqueline Marcus, Esq.
Matthew P. Goren, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: Gary.Holtzer@weil.com
Jacqueline.Marcus@weil.com
Matthew.Goren@weil.com

(b) If to the Post-Effective Debtors or the Plan Administrators, as to be provided under the Plan Administration Agreements.

(c) If to the Series E Notes Trustee:

Mishmeret Trust Company Ltd.
48 Menachem Begin Road
Tel Aviv 6618001
Israel

-and-

Chapman and Cutler LLP
1270 Avenue of the Americas

New York, NY 10020
Attention: Michael Friedman
Email: friedman@chapman.com

-and-

Chapman and Cutler LLP
111 West Monroe Street
Chicago, IL 60603
Attention: Stephen Tetro
Email: stetro@chapman.com

(d) If to JPM:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 31st Floor
New York, New York 10179
Attention: Thomas Nicholas Cassino
-and-

SPG Middle Office/CIB
4 Chase Metrotech Center, 4th floor
Brooklyn, NY 11245-0001
Attention: Nancy Alto
Facsimile (917) 546-2564

-and-

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Tel: +1.212.859.8000
Fax: +1.212.859.4000
Attn: Gary L. Kaplan, Esq.,
Email: gary.kaplan@friedfrank.com

(e) If to the Mezzanine Lender:

MREF REIT Lender 9 LLC
c/o Mack Real Estate Group
60 Columbus Circle, 20th Floor
New York, New York 10023
Attention: Kevin Cullinan

-and-

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Telephone: (212) 813-8800

Facsimile: (212) 355-3333
Attn: Diana Brummer, Esq.,
Kizzy Jarashow, Esq.,
Michael Goldstein, Esq.
Email: DBrummer@goodwinlaw.com
KJarashow@goodwinlaw.com
MGoldstein@goodwinlaw.com

(f) If to the DIP Lender:

MREF REIT Lender 15 LLC
c/o Mack Real Estate Group
60 Columbus Circle, 20th Floor
New York, New York 10023
Attention: Kevin Cullinan

-and-

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Telephone: (212) 813-8800
Facsimile: (212) 355-3333
Attn: Diana Brummer, Esq.,
Kizzy Jarashow, Esq.,
Michael Goldstein, Esq.
Email: DBrummer@goodwinlaw.com
KJarashow@goodwinlaw.com
MGoldstein@goodwinlaw.com

After the Effective Date, the Debtors and the Post-Effective Debtors, as applicable, have authority to send a notice to Entities providing that, to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors and Post-Effective Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

Dated: September 13, 2021

EVERGREEN GARDENS I LLC, as Debtor

By: /s/ Asaf Ravid
Name: Asaf Ravid
Title: Chief Restructuring Officer

EVERGREEN GARDENS II LLC, as Debtor

By: /s/ Asaf Ravid
Name: Asaf Ravid
Title: Chief Restructuring Officer

EVERGREEN GARDENS MEZZ LLC, as Debtor

By: /s/ Asaf Ravid
Name: Asaf Ravid
Title: Chief Restructuring Officer

EXHIBIT B

EXECUTION

RESTRUCTURING SUPPORT AGREEMENT

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

This RESTRUCTURING SUPPORT AGREEMENT (this "***Agreement***"), is entered into as of August 31, 2021 (the "***Execution Date***"), by and among:

(i) Evergreen Gardens I LLC, a Delaware limited liability company ("***EG I***"), and Evergreen Gardens II LLC, a New York limited liability company ("***EG II***"), and Evergreen Gardens Mezz LLC, a New York limited liability company ("***EGM***", and, together with EG I and EG II, the "***Company Parties***" and each, a "***Company Party***");

(ii) Mishmeret Trust Services Company Ltd., as Trustee (the "***EG II Notes Trustee***") for the series E notes issued by All Year Holdings Limited (the "***Parent***") pursuant to that certain Deed of Trust (the "***Series E Deed of Trust***") by and between the Parent and the EG II Notes Trustee dated as of February 4, 2018 (the "***Series E Notes***" and the holders of such Series E Notes, the "***Series E Noteholders***"); and

(iii) MREF REIT Lender 9 LLC, a Delaware limited liability company, in its capacity as lender under that certain Mezzanine Loan and Security Agreement, between MREF REIT Lender 9 LLC and EGM, dated February 12, 2019 (the "***Mezzanine Lender***").

The Company Parties, the Mezzanine Lender, and the EG II Notes Trustee are referred to herein as the "***Parties***" and individually as a "***Party***."

RECITALS

WHEREAS, the Parties have agreed to the Restructuring Transactions (as defined below) consistent with the terms and subject to the conditions set forth herein, including in the term sheet annexed hereto as **Exhibit A** (together with all schedules, exhibits, and annexes attached thereto, and as may be modified in accordance with the terms herein, the "***Term Sheet***"), to be implemented pursuant to the Plan, which are the product of arms-length, good faith discussions between the Parties and their respective professionals;

WHEREAS, All Year issued those certain Series E Notes to the Series E Noteholders pursuant to the Series E Deed of Trust which are secured by the assets of EG II and which are in the aggregate outstanding principal amount of not less than $252.4 million as of the date hereof, plus accrued and accruing interest, fees, expenses and other amounts arising and payable under and in accordance with the Series E Deed of Trust, and which shall be determined

as of the EG II Petition Date as amounts outstanding as of such date denominated in New Israeli Shekels as converted to US dollars at the applicable exchange rate on such date;

WHEREAS, EGM is a special purpose entity that holds 100% of the issued and outstanding equity interests in EG I;

WHEREAS, Mezzanine Lender and EGM are party to that certain Mezzanine Loan and Security Agreement, dated February 19, 2019, pursuant to which Mezzanine Lender made a $65,000,000 secured mezzanine loan to EGM (the "***Mezzanine Loan***");

WHEREAS, the Mezzanine Loan is secured by a first-priority lien on 100% of EGM's equity interests in EG I;

WHEREAS, as of the date hereof, the Mezzanine Lender holds one hundred percent (100%) of the aggregate outstanding principal amount of the EGM Mezzanine Loan;

WHEREAS, on February 22, 2021, EGM, holding 100% of the issued and outstanding equity interests in EG I, commenced the EGM Chapter 11 Case;

WHEREAS, pursuant to the PSA, Purchaser has agreed to purchase the two adjacent properties located at 123 Melrose Street, Brooklyn, New York (**"*Denizen X***"), owned by EG I, and 54 Noll Street, Brooklyn, New York ("***Denizen Y***", and together with the Denizen X, the "***Properties***"), owned by EG II, for an aggregate purchase price of $506.0 million;

WHEREAS, EG I and EG II will commence the Subsidiary Chapter 11 Cases in the Bankruptcy Court to implement the Restructuring Transactions in accordance with terms set forth herein;

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters set forth in this Agreement and in the Term Sheet; and

WHEREAS, this Agreement supersedes and replaces that certain Restructuring Support Agreement dated as of August 25, 2021 among EG I, EG II and the EG II Notes Trustee, together with the term sheet referenced therein and all schedules, annexes and exhibits thereto (collectively, the "***Prior RSA***") in all respects, and from and after the Execution Date, the Prior RSA has no further force or effect.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions.

Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Term Sheet.

As used in this Agreement, the following terms have the following meanings:

(a) "***Allowed 2020 PSA Claim***" means the claims of the 2020 PSA Claimant to be Allowed as General Unsecured Claims against each of EG I and EG II in the maximum aggregate amount of $6,000,000 pursuant to the terms of that certain 2020 PSA Settlement Agreement.

(b) *"**Alternative Transaction**"* means any plan, plan proposal, dissolution, winding up, liquidation, sale or disposition, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, financing (debt or equity), or restructuring of any of the Company Parties or their assets other than the Restructuring Transactions as set forth in the Term Sheet.

(c) *"**Disclosure Statement Motion**"* means the motion seeking approval of the Disclosure Statement and the Plan Solicitation Materials and requesting that the Court schedule a hearing to consider confirmation of the Plan.

(d) *"**Disclosure Statement Order**"* means an order of the Bankruptcy Court approving the Disclosure Statement and the Plan Solicitation Materials and scheduling the hearing to consider confirmation of the Plan.

(e) *"**Entity**"* has the meaning set forth in section 101(15) of the Bankruptcy Code.

(f) *"**Governmental Authority**"* means any federal, state, local or other governmental regulatory authority having jurisdiction over the Company Parties.

(g) *"**Governmental Approval**"* means the approval of any Governmental Authority having jurisdiction over the Company Parties required in connection with the Restructuring Transactions.

(h) *"**Person**"* means any "person" as defined in section 101(41) of the Bankruptcy Code, including, without limitation, any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

(i) *"**Plan Supplement**"* means the supplement to the Plan comprised of documents, forms of documents, schedules, and/or exhibits to be filed by the Company Parties with the Bankruptcy Court.

(j) *"**RSA Support Period**"* means the period commencing on the Support Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated in accordance with Section 7 and (ii) the Plan Effective Date.

(k) *"**Support Effective Date**"* means the date on which the counterpart signature pages to this Agreement have been executed and delivered by the Company Parties, the Mezzanine Lender, and the EG II Notes Trustee (following a vote of the Series E Noteholders to approve the EG II Notes Trustee entering into this Agreement); *provided, however,* with respect to EGM, its performance hereunder shall be subject to Bankruptcy Court approval.

2. Recitals and Term Sheet.

The Recitals to this Agreement are expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein. The Term Sheet is expressly incorporated herein by reference and made part of this Agreement as if fully set forth herein. The Term Sheet, including the schedules, annexes and exhibits thereto, sets forth certain material terms and conditions of the Restructuring Transactions. Notwithstanding anything else in this Agreement to the contrary, in the event of any inconsistency between this Agreement and the Term Sheet (including the attachments thereto, as applicable), this Agreement shall control.

3. Agreements of the Mezzanine Lender and the EG II Notes Trustee.

(a) *Agreement to Support.* Until such time as this Agreement is terminated in accordance with Section 7 hereof, subject to the terms and conditions hereof, the Mezzanine Lender and the EG II Notes Trustee each agree that it shall:

(i) use commercially reasonable efforts to support the Restructuring Transactions, to act in good faith and to take any and all reasonable actions necessary to promptly consummate the Restructuring Transactions (including, without limitation, approval of the Disclosure Statement, confirmation and consummation of the Plan, and the closing of the Sale Transaction), in a manner consistent with this Agreement;

(ii) subject to receipt of a Disclosure Statement and other solicitation materials approved by the Bankruptcy Court in accordance with section 1125 of the Bankruptcy Code, timely vote or cause to be voted all of its Claims to accept the Plan by delivering its duly executed and completed ballot or ballots, as applicable, on a timely basis following commencement of the solicitation of acceptances of the Plan in accordance with sections 1125 and 1126 of the Bankruptcy Code;

(iii) to the extent the Mezzanine Lender or the EG II Notes Trustee is a party thereto, negotiate in good faith with the Company Parties the forms of the Definitive Documents and execute the Definitive Documents (and not unreasonably withhold any consents thereto);

(iv) not change or withdraw its vote to accept the Plan (or cause or direct such vote to be changed or withdrawn);

(v) timely vote (or cause to be voted) its Claims against any Alternative Transaction;

(vi) not directly or indirectly seek, solicit, encourage, propose, file, assist, support, participate in the formulation of, or vote for, any Alternative Transaction or otherwise take any action that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay, impede, or postpone the consummation of the Plan;

(vii) not directly or indirectly, through any Person, take any action, including initiating (or encouraging any other Person to initiate) any legal proceeding, that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay, or impede the consummation of the Restructuring Transactions, including the approval of the Disclosure Statement, the solicitation of votes on, and confirmation and consummation of, the Plan, and the closing of the Sale Transaction;

(viii) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment;

(ix) use commercially reasonable efforts to make, seek or receive any filings, notifications, consents, determinations, authorizations, permits, approvals, licenses or the like with or provide any documentation or information to any Governmental Authority having jurisdiction over the Company Parties, the Mezzanine Lender, or the EG II Notes Trustee, respectively;

(x) support and take all reasonable actions necessary or reasonably requested by the Company Parties to effectuate the Restructuring Transactions, approval of the Disclosure Statement, confirmation and consummation of the Plan, and the closing of the Sale Transaction; and

(xi) not take any other action inconsistent with its obligations under this Agreement.

(b) *Transfers*.

(i) The EG II Notes Trustee acknowledges that by entering into this Agreement (following an approval by the Series E Noteholders), notwithstanding any Transfer of Series E Notes after August 25, 2021, the EG II Notes Trustee, for and on behalf of itself and the Series E Noteholders, and each future Series E Noteholder, will continue to be bound by all of the terms of this Agreement (including the Term Sheet) applicable to the EG II Notes Trustee or the Series E Noteholders (including with respect to any and all Claims it or they already may hold against or in the Company Parties prior to such Transfer and the representations and warranties set forth in Section 6 of this Agreement).

(ii) The Mezzanine Lender agrees that, for the duration of the RSA Support Period, the Mezzanine Lender shall not sell, transfer, loan, issue, participate,

pledge, hypothecate, assign or otherwise dispose of (other than ordinary course pledges or swaps) (each, a "***Transfer***"), directly or indirectly, in whole or in part, any of its Claims, including any beneficial ownership in any such Claims,[1] or any option thereon or any right or interest therein, unless the transferee thereof, prior to such Transfer, agrees in writing for the benefit of the Parties to become bound by all of the terms of this Agreement (including the Term Sheet) applicable to the Mezzanine Lender (including with respect to any and all Claims it already may hold against or in the Company Parties prior to such Transfer) by executing a joinder agreement, a form of which is attached hereto as **Exhibit B** (the "***Joinder Agreement***"), which shall include making the representations and warranties of the Mezzanine Lender set forth in Section 6 of this Agreement to each other Party to this Agreement, and delivering an executed copy thereof within two (2) business days of such execution, to each Party, in which event (x) the transferee shall be deemed to be a party hereunder to the extent of such Transferred Claims and (y) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of and solely with respect to such transferred Claims (but not with respect to any other Claims or equity interests acquired or held by such transferor) (such Transfer, a "***Permitted Transfer***" and such party to such Permitted Transfer, a "***Permitted Transferee***"). The Mezzanine Lender agrees that any Transfer of any Claim that does not comply with the terms and procedures set forth herein shall be deemed void ab initio, and the Company Parties shall have the right to enforce the voiding of such Transfer.

(c) *Preservation of Rights.* Notwithstanding the foregoing, nothing in this Agreement shall limit any of the Mezzanine Lender's, the EG II Notes Trustee's or the Series E Noteholders' rights to (i) appear and participate as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement, or (ii) enforce any rights under this Agreement.

4. Agreements of the Company Parties.

(a) *The Restructuring Transactions*. Until such time as this Agreement is terminated in accordance with Section 7 hereof, subject to the terms and conditions hereof, each Company Party agrees that it shall:

(i) use commercially reasonable efforts to support the Restructuring Transactions, to act in good faith and to take any and all reasonable actions necessary to promptly consummate the Restructuring Transactions, in a manner consistent with this Agreement (including, without limitation, approval of the Disclosure Statement, confirmation and consummation of the Plan, and the closing of the Sale Transaction);

[1] As used herein, the term "***beneficial ownership***" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, any Claims subject to this Agreement or the right to acquire such Claims.

(ii) timely satisfy each milestone set forth herein or in the PSA;

(iii) to the extent the Mezzanine Lender or the EG II Notes Trustee is a party thereto, negotiate in good faith with the Mezzanine Lender or the EG II Notes Trustee, as applicable, the forms of the Definitive Documents and execute the Definitive Documents;

(iv) use commercially reasonable efforts to make, seek or receive any filings, notifications, consents, determinations, authorizations, permits, approvals, licenses or the like from or provide any documentation or information to any regulatory or self-regulatory bodies having jurisdiction over the Company Parties;

(v) not enter into any stipulation or other agreement with any claimant liquidating any claim against EG I or EG II without the prior written consent of the Mezzanine Lender or the EG II Notes Trustee, respectively and as applicable (with such consent not to be unreasonably withheld);

(vi) not amend, modify or terminate the 2020 PSA Settlement Agreement without the express written consent of Mezzanine Lender and the EG II Notes Trustee; and

(vii) not take any other action inconsistent with its obligations under this Agreement.

For the avoidance of doubt, the Company Parties agree that the Definitive Documents shall be in all respects consistent with this Agreement and the Term Sheet.

(b) *Bar Date*. The Company Parties will file a motion in the Subsidiary Debtor Cases to establish a deadline for filing claims against the Debtors (the "***Bar Date Motion***") within fourteen (14) days after the earlier to occur of the EG I Petition Date and the EG II Petition Date, and such Bar Date Motion and accompanying order shall be in form and substance reasonably acceptable to Mezzanine Lender and the EG II Notes Trustee.

(c) *Allocation Of Proceeds and Liability Between EG I and EG II*. The Company Parties agree that the Definitive Documents will reflect, and all distributions made under the Plan will account for, the allocation splits set forth in the Term Sheet. Subject to any agreements contained herein or in the Term Sheet to the contrary, to the extent that any liabilities of either EG I or EG II cannot be timely paid in the Subsidiary Debtor Cases through either cash flow or DIP Loan proceeds, the Mezzanine Lender and the EG II Notes Trustee (on behalf of itself and the Series E Noteholders) hereby agree that their respective liabilities shall be funded through the portion of sale proceeds allocable to them.

(d) *Disputing Claims*. The Company Parties will use commercially reasonable efforts to dispute the following claims asserted against EG I and EG II that the Company Parties, in their business judgment (after reasonable consultation with the Mezzanine Lender with respect to such claims against EG I and the EG II Notes Trustee with respect

to such claims against EG II) have reason to dispute (the "***Disputed Claims***"), including without limitation:

(i) EG I Priming Claims and Liens. The Disputed Claims include any liens and claims against EG I, including claims asserting mechanics' liens, that are, or purport to be, structurally senior to the rights of EGM or the Mezzanine Lender as the sole creditor of EGM, and are referred to herein as the "***EG I Priming Claims and Liens***". The Company Parties will reasonably consult with the Mezzanine Lender with respect to the settlement of and/or the prosecution of objections to EG I Priming Claims and Liens, and obtain the prior written consent from the Mezzanine Lender prior to settling any such claims (with such consent not to be unreasonably withheld). Notwithstanding anything to the contrary herein, upon the request of Mezzanine Lender, each of the Company Parties and the EG II Notes Trustee (on behalf of itself and the Series E Noteholders) shall consent to, and agree not to oppose or dispute, the Mezzanine Lender's right to raise or be heard on any issues relating to the EG I Priming Claims and Liens as of Claims Dispute Effective Date, either directly or via derivative standing in the Subsidiary Bankruptcy Cases, including, without limitation, the right to prosecute any objections or commence litigation relating to such EG I Priming Claims and Liens, in all respects, regardless of whether EG I in its business judgment believes it has reason to dispute such claims or liens;

(ii) EG II Priming Claims and Liens. The Disputed Claims include any claims asserting mechanics' liens or any other liens and claims that are, or purport to be, pari passu or senior to some or all of the claims of the Series E Noteholders or the liens securing the Series E Notes, and are referred to herein as the "***EG II Priming Claims and Liens***." The Company Parties will reasonably consult with the EG II Notes Trustee with respect to the prosecution of objections EG II Priming Claims and Liens and obtain the prior written consent from the EG II Notes Trustee prior to settling any such claims (with such consent not to be unreasonably withheld). Notwithstanding anything to the contrary, upon the request of the EG II Notes Trustee, each of the Company Parties and the Mezzanine Lender shall consent to, and agree not to oppose or dispute, the EG II Notes Trustee's right to raise or be heard on any issues relating to the EG II Priming Claims and Liens as of the Claims Dispute Effective Date, either directly or via derivative standing in the Subsidiary Bankruptcy Cases, including, without limitation, the right to prosecute any objections or commence litigation relating to such EG II Priming Claims and Liens, in all respects, regardless of whether EG II in its business judgment believes it has reason to dispute such claims or liens; and

(iii) Excess 2020 PSA Claims. The Company Parties shall oppose any Claims asserted by the 2020 PSA Claimant in excess of $6,000,000 or otherwise in contravention of the 2020 PSA Settlement Agreement, or that seek to apportion liability in respect of the 2020 PSA Claims in a manner that is contrary to the terms hereof.

(e) *EG II to EG I Intercompany Claims*. The Company Parties acknowledge and agree that EG II has valid intercompany claims against EG I, to be paid in accordance with the Term Sheet and Plan, including the following amounts (the "***Existing EG I Intercompany Claims***"):

(i) principal in the amount of $1,173,406.12 for past expenses paid by EG II on behalf of EG I for the period from October 2019 through December 2020 (the "***EG I Affiliate Intercompany Claims***"); and

(ii) principal in the amount of $1,383,725.38 pursuant to that certain Amended and Restated Promissory Note dated August 25, 2021, for operating expenses paid by EG II on behalf of EG I for the period from February 2021 through August 2021, plus applicable interest thereon (the "***EG I Operating Expense Claims***").

Notwithstanding anything to the contrary herein, the Company Parties, the EG II Notes Trustee and the Mezzanine Lender have agreed that the Existing EG I Intercompany Claims shall be paid (or forgiven) in accordance with the Term Sheet, and that the Plan will reflect this agreement.

(f) *BVI Intercompany Claims*. The Parent has asserted intercompany claims against EG I in the aggregate amount of $2.2 million (the "***BVI Intercompany Claims***"), which amounts and claims are disputed by the Mezzanine Lender. The Subsidiary Debtors shall promptly present to the Parent a proposal from the Mezzanine Lender seeking a dollar for dollar reduction of the BVI Intercompany Claims upon payment of the Maximum EG I 2020 PSA Liability, with the goal of reducing such claims to zero ($0). In the event that the BVI Intercompany Claims are not waived by the Parent or otherwise reduced in a manner acceptable to Mezzanine Lender in its sole discretion, as of the Claims Dispute Effective Date, the Mezzanine Lender shall be granted standing to raise or be heard on any issues relating to the BVI Intercompany Claims, either directly or via derivative standing in the Subsidiary Bankruptcy Cases, including, without limitation, the right to prosecute any objections or commence litigation relating to such BVI Intercompany Claims, to object to, seek to recharacterize, and/or otherwise dispute the BVI Intercompany Claims in the Subsidiary Debtor Cases, and to assert setoff rights and claims based upon, relating to, or arising as a result of the Parent's execution of the Expired Contract and its alleged use or diversion of the deposit paid by the 2020 PSA Claimant. The BVI Intercompany Claims shall not be allowed in the Subsidiary Debtor Cases and/or paid by the Company Parties until the earlier to occur of (i) written consent by Mezzanine Lender, or (ii) entry of a bankruptcy court order requiring such payment.

(g) *PSA Amendments or Adjustments*. The Company Parties shall not agree to (i) any amendment or modification of the Purchase Price (as defined in the PSA), (ii) any other material amendment or modification of the PSA, or (iii) any adjustments or credits to the Purchase Price, including without limitation, the Material Breach Credit (as defined in the PSA) or any other adjustments or credits set forth in the PSA, in each case without the prior written consent of each of the EG II Notes Trustee and Mezzanine Lender.

(h) *DIP Financing / Cash Collateral*.

(i) Budget and Cash Collateral. EG I and EG II shall each prepare a 13-week cash flow and budget through the date of the proposed sale and confirmation of

the Plan. EG I's budget (the "**EG I Budget**") shall be in form and substance reasonably acceptable to Mezzanine Lender in its sole discretion and otherwise in accordance with the DIP Loan documents. For the avoidance of doubt, each of EG I and EG II shall be responsible for its own operating and capital expenses through the closing of the Restructuring Transactions and confirmation of the Plan. The Mezzanine Lender shall consent (which shall not be unreasonably withheld) to or otherwise obtain EG I Mortgage Lender's consent to the use of cash collateral by EG I to be used only with respect to the budged operating expenses of EG I as, and to the extent, set forth in the EG I Budget. The Series E Noteholders shall consent, on terms and conditions reasonably acceptable to the EG II Notes Trustee, to the use of cash collateral by EG II to be used only with respect to the budgeted operating expenses of EG II as and to the extent set forth in the EG II budget (the "**EG II Budget**"), the terms and conditions of which cash collateral use shall be documented in an interim and final cash collateral order, reasonably acceptable in each case to the EG II Notes Trustee and entered by the Bankruptcy Court (the "**Cash Collateral Orders**"). Each of EG I and EG II acknowledge and agree that they shall in no event use cash collateral or proceeds of the DIP Loan except in accordance with the EG I Budget or the EG II Budget, respectively. In the event of a conflict between the terms of this Section 4(h)(i) and the Cash Collateral Orders, the Cash Collateral Orders shall govern.

(ii) Debtor in Possession Financing. Mezzanine Lender or EG I Mortgage Lender (the "**DIP Lender**") shall be authorized to provide debtor in possession financing (the "**DIP Loan**") to EG I on terms acceptable to Mezzanine Lender and the EG I, provided that, except as otherwise expressly provided in the DIP Loan documents, the proceeds from such DIP Loan shall only be used to fund EG I in accordance with the agreed EG I Budget. Unless the Company Parties have the prior written consent of Mezzanine Lender and EG I Mortgage Lender (and such consent shall not be unreasonably withheld), EG I will not (i) consent to or seek approval of any DIP Loan or postpetition financing from any party other than Mezzanine Lender or EG I Mortgage Lender, (ii) take any action which could reasonably be expected to result in a material impairment of the rights or interests of the DIP Lender, (iii) make or receive any intercompany loans, (iv) create, incur, assume or suffer to exist any material indebtedness or liens other than the DIP Loan and the liens securing the DIP Loan. In the event of a conflict between the terms of this Section 4(h)(ii) and the DIP Loan documents, the DIP Loan documents shall govern.

(i) *Certain Additional Chapter 11 Matters*. Each Company Party, as the case may be, shall provide draft copies of the all material motions or applications and other documents any Company Party intends to file with the Bankruptcy Court to counsel for the Mezzanine Lender and the EG II Notes Trustee, if reasonably practicable, at least three (3) days prior to the date when the applicable Company Party intends to file any such pleading or other document (and, if not reasonably practicable, as soon as reasonably practicable prior to filing) and shall consult in good faith with such counsel regarding the form and substance of any such pleading or document.

5. Definitive Documents; Good Faith Cooperation; Further Assurances.

Subject to the terms and conditions herein, each Party hereby covenants and agrees to cooperate with each other Party in good faith in connection with, and to exercise commercially reasonable efforts with respect to, the pursuit, approval, negotiation, execution, delivery, implementation, and consummation of the Plan. Subject to the terms hereof, each Party shall take such action as may be reasonably necessary or reasonably requested by the other Party to carry out the purposes and intent of this Agreement and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement.

6. Representations and Warranties.

Each Party, severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct, and complete as of the date hereof:

(a) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite corporate, partnership, limited liability company, or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder, all necessary consents to the execution and delivery of this Agreement have been obtained, and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar actions on its part;

(b) the execution, delivery, and performance by such Party of this Agreement does not and will not (i) violate any material provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (ii) except with regards to the Expired Agreement (as defined in the PSA), conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party;

(c) the EG II Notes Trustee represents and warrants to the Company Parties that, as of the date hereof, it is the Trustee for the Series E Notes, and that the holders of 97% of the face amount of the Series E Notes, having the authority to direct the EG II Notes Trustee and bind the Series E Noteholders, have directed the EG II Notes Trustee to sign this Agreement and take all actions contemplated hereby; and

(d) the Mezzanine Lender represents and warrants to the Company Parties that, as of the date hereof, it (i) is the beneficial owner of one hundred percent (100%) of the aggregate principal amount of the EGM Mezzanine Loan, and (ii) has, with respect to the EGM Mezzanine Loan, (A) sole investment or voting discretion with respect to the EGM Mezzanine Loan, and (B) full power and authority to vote on and consent to matters concerning the EGM Mezzanine Loan or to exchange, assign and transfer the EGM Mezzanine Loan.

7. Termination of Agreement.

(a) *Mezzanine Lender and EG II Notes Trustee Termination Events.* At any time after the occurrence and during the continuation of any of the following termination events, the Mezzanine Lender or the EG II Notes Trustee may deliver a written notice of termination to the Company Parties in accordance with Section 15. If such notice is sent, then this Agreement and the obligations of the Parties hereunder shall automatically terminate five (5) business days after delivery of such notice unless cured or waived in accordance with terms of this Agreement or otherwise agreed to by the Parties:

(i) the breach in any material respect by any Company Party of any of the undertakings, representations, warranties or covenants of the Company Parties set forth herein which breach remains uncured for a period of five (5) business days after the receipt of written notice of such breach from the Mezzanine Lender or the EG II Notes Trustee in accordance with Section 17;

(ii) any Company Party (A) withdraws the Plan or makes any material changes to the Plan without the consent of the Mezzanine Lender and the EG II Notes Trustee (which consent shall not be unreasonably withheld), (B) publicly announces its intention not to support the Restructuring Transactions or the Plan, (C) files or seeks approval of, or supports (or fails to timely object to) another party in filing or seeking approval of an Alternative Transaction, or (D) a "Termination Event" occurs under the terms of any debtor in possession financing that is not timely cured or waived;

(iii) on September 14, 2021, at 11:59 p.m. (Prevailing Eastern Time), unless the Subsidiary Debtors have commenced the Subsidiary Chapter 11 Cases;

(iv) on September 28, 2021, at 11:59 p.m. (Prevailing Eastern Time), unless the Subsidiary Debtors have filed the Bar Date Motion;

(v) on September 14, 2021, at 11:59 p.m. (Prevailing Eastern Time), if the Company Parties have not filed the Plan, the Disclosure Statement, and the motion seeking approval by the Bankruptcy Court of the Disclosure Statement and the Plan Solicitation Materials;

(vi) on January 28, 2022, at 11:59 p.m. (Prevailing Eastern Time), if the Bankruptcy Court shall not have entered the Confirmation Order;

(vii) on February 11, 2022, at 11:59 p.m. (Prevailing Eastern Time), if the Plan Effective Date has not occurred (the "***Plan Effective Date Deadline***"); *provided, however*, that such Plan Effective Date Deadline shall automatically be extended to coincide with the Closing Date (as defined in the PSA as of the date hereof);

(viii) an examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code or a trustee or receiver is appointed in any of the Chapter 11 Cases, or any Debtor applies for, consents to, or acquiesces in, any such appointment;

(ix) termination of the PSA or any reduction in the Purchase Price under the PSA that has not been agreed to by Mezzanine Lender and the EG II Notes Trustee;

(x) any Company Party objects to or otherwise disputes (i) the EGM Mezzanine Lender Claims or the liens securing such claims, or if any part of such claims or liens are disallowed or if such claims are allowed in an aggregate principal amount of less than $65 million; or (ii) the EG II Secured First Lien Notes Claims (whether asserted by the Series E Noteholders or the EG II Notes Trustee) or the liens securing such claims, or if any part of such claims or liens are disallowed or if such claims are allowed in an aggregate principal amount of less than $252.4 million;

(xi) the Subsidiary Debtor Cases are substantively consolidated or any of them dismissed or converted to a case under Chapter 7 of the Bankruptcy Code or any Debtor files a motion or other pleading seeking entry of such an order, or any Person files a motion or other pleading seeking entry of such an order and such motion or other pleading is not opposed by the Subsidiary Debtors;

(xii) the Company Parties fail to enter into a settlement with 2020 PSA Claimant on or before the EG I Petition Date that liquidates the Expired Contract claims at $6,000,000 or less (the "***2020 PSA Settlement***");

(xiii) the Expired Contract claims are allowed in an amount greater than $6,000,000;

(xiv) EG I or EG II enters into any agreement for or seeks Bankruptcy Court approval for the use of cash collateral or postpetition financing that is not approved in writing by Mezzanine Lender or the EG II Notes Trustee, respectively and as applicable;

(xv) any default or Event of Default under the DIP Loan Agreement that goes unremedied beyond any applicable cure period;

(xvi) The Bankruptcy Court grants relief that is inconsistent with this Agreement or the Plan in any respect that is materially adverse to the Mezzanine Lender or the Series E Noteholders;

(xvii) the Purchaser fails to deposit any required amounts (including, without limitation, any Downpayments (as defined in the PSA)) required by, and within the deadlines provided in, the PSA;

(xviii) the entry of the Final Bid Protections Order (as defined in the PSA) has not occurred by the deadline provided in the PSA, as such deadline may be extended pursuant to the terms of the PSA;

(xix) Evergreen Gardens Holdings II LLC, the parent and holder of 100% of the equity interests of EG II, takes any direct or indirect action in contravention to this Agreement; and

(xx) the Company Parties fail to deliver an amendment to the PSA by September 13, 2021 that, among other things, incorporates the requirements that the Company Parties deliver an executed RSA with the Mezzanine Lender and the EG II Notes Trustee, with such amendment to the PSA reasonably satisfactory in form and substance to the Mezzanine Lender and the EG II Notes Trustee.

(b) *Company Party Termination Events*. At any time after the occurrence and during the continuation of any of the following termination events, any of the Company Parties may deliver a written notice of termination to the Mezzanine Lender and the EG II Notes Trustee in accordance with Section 17:

(i) the breach in any material respect by the Mezzanine Lender or the EG II Notes Trustee of any of the undertakings, representations, warranties or covenants of the Mezzanine Lender or the EG II Notes Trustee set forth herein which breach remains uncured for a period of five (5) business days after the receipt of written notice of such breach from any Company Party in accordance with Section 17;

(ii) the Mezzanine Lender or the EG II Notes Trustee directly or indirectly seeks, solicits, encourages, proposes, files, assists, supports, participates in the formulation of, or votes for, any Alternative Transaction or otherwise takes any action that is inconsistent with or that would reasonably be expected to prevent, interfere with, delay, impede, or postpone the consummation of the Plan; or

(iii) the board of directors, members, or managers (as applicable) of any Company Party reasonably determines in good faith based upon the advice of outside counsel that continued performance under this Agreement or pursuit of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties under applicable law.

(c) *Mutual Termination*. This Agreement may be terminated by mutual agreement of the Parties delivered in accordance with Section 17.

(d) *Effect of Termination*. Upon the termination of this Agreement in accordance with this Section 7, this Agreement shall forthwith become null and void and of no further force or effect and each Party shall, except as provided otherwise in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law; *provided, however*, that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(e) *Automatic Stay*. Each Company Party acknowledges that after the commencement of the Chapter 11 Cases, the giving of notice of termination by the Mezzanine Lender or the EG II Notes Trustee pursuant to this Agreement shall not be a

violation of the automatic stay of section 362 of the Bankruptcy Code; *provided that* nothing herein shall prejudice any Party's rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

8. Amendments and Waivers.

Except as otherwise expressly set forth herein, this Agreement, including any exhibits or schedules hereto, may not be waived, modified, amended or supplemented, except with the prior written consent of all Parties, with such consent not to be unreasonably withheld.

9. Effectiveness.

This Agreement shall become effective and binding upon all Parties on the Support Effective Date.

10. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, without giving effect to the conflict of laws principles thereof.

(b) Each of the Parties irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Agreement brought by any Party or its successors or assigns shall be brought and determined in any federal court in the Borough of Manhattan in the State of New York, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement or the Restructuring Transactions. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in the courts described above in the Borough of Manhattan in the State of New York, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement or the Restructuring Transactions, (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Notwithstanding the foregoing, during the pendency of the Chapter 11 Cases, all proceedings contemplated by this Section 10(b)

shall be brought in the Bankruptcy Court to the extent the Bankruptcy Court has jurisdiction over such proceedings.

(c) *EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.*

11. Specific Performance/Remedies.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy for any such breach, without the necessity of proving the inadequacy of money damages as a remedy, including an order of the Bankruptcy Court requiring any Party to comply promptly with any of its obligations hereunder. Each Party hereby waives any requirement for the security or posting of any bond in connection with any Party seeking or obtaining such remedies.

12. Headings.

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

13. Successors and Assigns; Severability.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, executors, administrators, and representatives. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

14. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties (and their respective successors, permitted assigns, heirs, executors, administrators and representatives) and no other Person shall be a third-party beneficiary hereof.

15. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto (including the Term Sheet) constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof.

16. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail in portable document format (pdf), which shall be deemed to be an original for the purposes of this paragraph.

17. Notices.

All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, by overnight courier or by registered or certified mail (return receipt required) to the following addresses:

(1) If to a Company Party, to:

c/o All Year Holdings Limited
199 Lee Avenue, #693,
Brooklyn, NY 11211
Attn: Mr. Asaf Ravid and Mr. Ephraim Diamond
Email: ravidasaf@gmail.com and ephraim@arbelcapital.com

With a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Gary T. Holtzer, Esq. and Matthew Goren, Esq.
Email: Gary.Holtzer@weil.com and Matthew.Goren@weil.com

(2) If to the EG II Notes Trustee, to:

Mishmeret Trust Company Ltd.
48 Menachem Begin Road
Tel Aviv 6618001
Israel

with copies to:

Chapman and Cutler LLP
1270 Avenue of the Americas

New York, NY 10020

Attention: Michael Friedman
Email: friedman@chapman.com

and

Chapman and Cutler LLP
111 West Monroe Street
Chicago, IL 60603
Attention: Stephen Tetro
Email: stetro@chapman.com

(3) If to the Mezzanine Lender:

MREF REIT Lender 9 LLC
c/o Mack Real Estate Group
60 Columbus Circle, 20th Floor
New York, New York 10023
Attention: Kevin Cullinan

with a copies to:

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Attention: Diana Brummer, Esq., Kizzy Jarashow, Esq., and William Weintraub, Esq.

Any notice given by delivery, mail or courier shall be effective when received. Any notice given by electronic mail shall be effective upon transmission.

18. No Solicitation; Representation by Counsel; Adequate Information.

(a) This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan in the Chapter 11 Cases or a solicitation to tender or exchange any debt. The acceptances of the Mezzanine Lender, the EG II Notes Trustee or Series E Noteholders with respect to the Plan will not be solicited until the Mezzanine Lender and the EG II

Notes Trustee have, respectively, received the Disclosure Statement and related ballots and solicitation materials, each as approved or ratified by the Bankruptcy Court.

(b) Each Party acknowledges that it has had an opportunity to receive information from the Company Parties and that it has been, or is part of a group that has been, represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

(c) This Agreement does not constitute an offer to issue or sell securities to any Person, or the solicitation of an offer to acquire or buy securities, in any jurisdiction where such offer or solicitation would be unlawful.

19. Interpretation; Rules of Construction; Representation by Counsel.

When a reference is made in this Agreement to a section or exhibit, such reference shall be to a section or exhibit, respectively, of or attached to this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number also include the plural or singular number, respectively, (ii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement, (iii) the words "include," "includes," and "including" when used herein shall be deemed in each case to be followed by the words "without limitation," and (iv) the word "or" shall not be exclusive and shall be read to mean "and/or." The Parties agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

EVERGREEN GARDENS I LLC

By: Evergreen Gardens Mezz LLC, its sole member
By: All Year Holdings LLC, its sole member
By: All Year Holdings Limited, its sole member

By:_____
Name: Asaf Ravid
Title: Chief Restructuring Officer

By:_____
Name: Ephraim Diamond
Title: Associate Restructuring Officer

EVERGREEN GARDENS II LLC

By: Evergreen Gardens Holdings II LLC, its sole member
By: All Year Holdings Limited, its sole member

By:_____
Name: Asaf Ravid
Title: Chief Restructuring Officer

By:_____
Name: Ephraim Diamond
Title: Associate Restructuring Officer

EVERGREEN GARDENS MEZZ LLC

By: All Year Holdings LLC, its sole member
By: All Year Holdings Limited, its sole member

By:_____
Name: Asaf Ravid
Title: Chief Restructuring Officer

By:_____
Name: Ephraim Diamond
Title: Associate Restructuring Officer

MISHMERET TRUST SERVICES COMPANY LTD., as EG II Notes Trustee

By: משמרת-חברה לשירותי נאמנות בע"מ
Name: Ram Sabty Rami Ketzaa
Title: VP VP

MREF REIT LENDER 9 LLC, as Mezzanine Lender

By:_____
Name:
Title:

[SIGNATURE PAGE TO THE RESTRUCTURING SUPPORT AGREEMENT]

MISHMERET TRUST SERVICES COMPANY LTD., as EG II Notes Trustee

By:_____
Name:
Title:

MREF REIT LENDER 9 LLC, as Mezzanine Lender

By:_____
Name:
Title:

Exhibit A

Term Sheet

FINAL

Restructuring Term Sheet
August 31, 2021

THIS TERM SHEET IS AND THE INFORMATION CONTAINED HEREIN ARE STRICTLY CONFIDENTIAL AND SHALL NOT BE SHARED WITH ANY OTHER PARTY ABSENT THE PRIOR WRITTEN CONSENT OF THE COMPANY PARTIES (AS DEFINED BELOW).

This Term Sheet[1] sets forth the principal terms of the restructuring of Evergreen Gardens I LLC, as owner of that certain property known as Denizen X ("**EG I**"), Evergreen Gardens II LLC, as owner of that certain property known as Denizen Y ("**EG II**"), and Evergreen Gardens Mezz LLC ("**EGM**" and, together, with EG I and EG II, the "**Company Parties**") to be implemented pursuant to a joint chapter 11 of plan of reorganization, consistent with the terms set forth herein, in cases to be filed in the Bankruptcy Court. This is the term sheet ("**Term Sheet**") referred to in, and appended to, the RSA.

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH A SOLICITATION, IF ANY, SHALL ONLY BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS. THIS TERM SHEET DOES NOT ADDRESS ALL TERMS THAT WOULD BE REQUIRED IN CONNECTION WITH ANY POTENTIAL RESTRUCTURING OR THE EXECUTION OF DEFINITIVE DOCUMENTATION WHICH SHALL BE IN FORM AND SUBSTANCE CONSISTENT WITH THIS TERM SHEET.

[1] Capitalized terms used but not otherwise herein defined have the meanings ascribed to them in Annex 1 attached hereto. To the extent of any conflict between this Term Sheet and the RSA, the RSA will govern and control.

Claims and Interests to be Restructured	
• **EG I Claims and Interests**	EG I DIP Claims: Claims in the aggregate principal amount of up to $10,000,000 for debtor-in-possession financing provided to EG I by either the EG I Mortgage Lender or the Mezzanine Lender (each, a "**Permitted EG I DIP Lender**"), with the consent of EG I Mortgage Lender and Mezzanine Lender, solely to the extent Allowed (the "**EG I DIP Claims**" and the underlying loan, the "**EG I DIP Loan**") EG I Secured First Lien Mortgage Claims: Claims in the aggregate principal amount of not less than approximately $170.0 million issued under that certain Loan and Security Agreement between EG I, as borrower, and JPMorgan Chase Bank, N.A., as lender (the "**EG I Mortgage Lender**"), dated as of June 10, 2019 (as amended, modified, renewed, or supplemented from time to time, the "**EG I Mortgage Loan Agreement**"), plus interest, fees, expenses and other amounts arising and payable under, and in accordance with, the EG I Mortgage Loan Agreement, solely to the extent Allowed (the "**EG I Secured First Lien Mortgage Claims**"). EG I Other Secured Claims: Subject to the dispute and resolution of any such claims in accordance with the terms of the RSA, any Claim as of the EG I Petition Date asserting a valid and perfected Lien against EG I (including, without limitation, materialmen's, mechanic's or vendee Lien claims, but excluding the EG I Intercompany Claims), solely to the extent Allowed (the "**EG I Other Secured Claims**"). EG I Administrative Claims: Any cost or expense of administering EG I's Subsidiary Chapter 11 Case arising on or before the Plan Effective Date that is allowable against EG I under section 503(b) of the Bankruptcy Code and entitled to priority under sections 364(c)(1), 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, solely to the extent Allowed (the "**EG I Administrative Claims**"). EG I Priority Tax Claim: Any claim as of the EG I Petition Date of a Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) against EG I of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, solely to the extent Allowed (the "**EG I Priority Tax Claims**"). EG I Priority Non-Tax Claim: Any claim as of the EG I Petition Date against EG I, other than an EG I Administrative Expense Claim or an EG II Priority Tax Claim, entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7), or (9) of the Bankruptcy Code, solely to the extent Allowed (the "**EG I Priority Non-Tax Claims**"). EG I Intercompany Claims: The following Unsecured Claims as of the EG I Petition Date against EG I (collectively, the "**EG I Intercompany Claims**"):

	1. EG I Affiliate Intercompany Claims: Unsecured Claims against EG I held by EG II in the aggregate amount of $1.2 million, arising from loans from EG II to EG I to fund operating expenses of EG I for the period from October 1, 2019 through December 11, 2020, as reduced in accordance with the terms hereof and the Plan, and solely to the extent Allowed (the "**EG I Affiliate Intercompany Claims**"). 2. EG I BVI Intercompany Claims: Unsecured Claims against EG I asserted by the Parent in the aggregate amount of $2.2 million, arising from amounts paid by Parent to fund operating expense of EG I for the period from September 10, 2020 through August 10, 2021, as reduced in accordance with the terms hereof and the Plan, and solely to the extent Allowed (the "**EG I BVI Intercompany Claims**"). The Mezzanine Lender disputes the EG I BVI Intercompany Claims. 3. EG I Operating Expense Claims: Unsecured Claims against EG I held by EG II in the aggregate amount not to exceed $1,383,758.38 in principal amount, plus applicable interest thereon, arising from loans from EG II to EG I to fund operating expenses of EG I for the period from February 1, 2021 through August 25, 2021, solely to the extent Allowed (the "**EG I Operating Expense Claims**"). EG I General Unsecured Claims: Any Claim as of the EG I Petition Date against EG I that is not an EG I DIP Claim, EG I Secured First Lien Mortgage Claim, EG I Other Secured Claim, EG I Administrative Claim, EG I Priority Tax Claim, EG I Priority Non-Tax Claim, or EG I Intercompany Claim, solely to the extent Allowed (the "**EG I General Unsecured Claims**"). For the avoidance of doubt, the EG I General Unsecured Claims shall include claims relating to the 2020 PSA, not to exceed $6,000,000, solely to the extent Allowed (the "**Allowed EG I 2020 PSA Claim**"). EG I Equity Interests: Any Interest in EG I immediately prior to the EG I Petition Date, including all equity, warrants, common stock, and preferred stock, solely to the extent Allowed ("**EG I Equity Interests**").
• **EG II Claims and Interests**	EG II Secured First Lien Notes Claims: Claims arising from the series E notes issued under that certain Deed of Trust between the Parent, as issuer, EG II as co-Borrower and Mishmeret Trust Services Company Ltd., as trustee (the "**EG II Notes Trustee**"), dated as of February 4, 2018 (as amended, modified, renewed, or supplemented from time to time, the "**Series E Deed of Trust**"), which are in the aggregate outstanding principal amount of not less than US$252.4 million as of the date hereof plus accrued and accruing interest, fees, expenses and other amounts arising and payable under and in accordance with the Series E Deed of Trust, solely to the extent permitted under the Bankruptcy Code, and which shall be determined as of the EG II Petition Date as such amounts outstanding as of such date denominated in New Israeli Shekels

	as converted to US dollars at the applicable exchange rate on such date, solely to the extent Allowed (the "**EG II Secured First Lien Notes Claims**"). EG II Other Secured Claims: Any Claim as of the EG II Petition Date asserting a valid and perfected Lien against EG II (including, without limitation, materialmen's mechanic's or vendee Lien claims), solely to the extent Allowed under the Bankruptcy Code (the "**EG II Other Secured Claims**"). EG II Administrative Claims: Any cost or expense of administering EG II's Subsidiary Chapter 11 Case (including any administrative claims of and adequate protection granted to the EG II Notes Trustee or the EG II Noteholders in the EG II's Subsidiary Chapter 11 Case in connection with cash collateral use) arising on or before the Plan Effective Date that is allowable against EG II under section 503(b) of the Bankruptcy Code and entitled to priority under sections 364(c)(1), 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, solely to the extent Allowed (the "**EG II Administrative Claims**"). EG II Priority Tax Claim: Any Claim as of the EG II Petition Date of a Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) against EG II of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, solely to the extent Allowed (the "**EG II Priority Tax Claims**"). EG II Priority Non-Tax Claim: Any Claim as of the EG II Petition Date against EG II, other than an EG I Administrative Expense Claim or an EG II Priority Tax Claim, entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7), or (9) of the Bankruptcy Code, solely to the extent Allowed (the "**EG II Priority Non-Tax Claims**"). EG II Intercompany Claims: Any Claim as of the EG II Petition Date against EG II held by the Parent or any subsidiary thereof, including without limitation EG I or EGM, solely to the extent Allowed (the "**EG II Intercompany Claims**"). EG II General Unsecured Claims: Any Claim as of the EG II Petition Date against EG II that is not an EG II Secured First Lien Notes Claim, EG II Other Secured Claim, EG II Administrative Claim, EG II Priority Tax Claim, EG II Priority Non-Tax Claim, or EG II Intercompany Claim, solely to the extent Allowed (the "**EG II General Unsecured Claims**"), including any deficiency claims against EG II held by holders of EG II Secured First Lien Notes Claims. For the avoidance of doubt, EG II General Unsecured Claims shall include claims relating to the 2020 PSA not to exceed $6,000,000, solely to the extent Allowed. EG II Equity Interests: Any Interest in EG II immediately prior to the EG II Petition Date, including all equity, warrants, common stock, and preferred stock, solely to the extent Allowed (the "**EG II Equity Interests**").

• **EGM Claims and Interests**	Mezzanine Lender Claims: Claims in the aggregate principal amount of not less than approximately $65.0 million (the "**Mezzanine Loan**") arising under that certain Mezzanine Loan and Security Agreement between EGM, as borrower, and MREF REIT Lender 9 LLC, as lender (the "**Mezzanine Lender**"), dated as of February 12, 2019 (as amended, modified, renewed, or supplemented from time to time, the "**Mezzanine Loan Agreement**") and that Mezzanine Pledge and Security Agreement between EGM, as pledgor, and Mezzanine Lender, as lender (as amended, modified, renewed, or supplemented from time to time, the "**Mezzanine Pledge**"), plus interest, fees, expenses, protective advances, and other amounts arising and payable under and in accordance with the Mezzanine Loan Agreement and Mezzanine Pledge solely to the extent Allowed (the "**EGM Mezzanine Lender Claims**"). EGM Administrative Claims: Without duplication of any of the EG I Administrative Claims or the EG II Administrative Claims, and subject in all respects to the ability of Mezzanine Lender to dispute such claims, any cost or expense of administering the EGM Chapter 11 Case arising on or before the Plan Effective Date that is allowable against EGM under section 503(b) of the Bankruptcy Code and entitled to priority under sections 364(c)(1), 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, solely to the extent Allowed (the "**EGM Administrative Claims**"). EGM Priority Tax Claim: Any Claim as of the EGM Petition Date of a Governmental Unit (as defined under section 101(27) of the Bankruptcy Code) against EGM of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, solely to the extent Allowed (the "**EGM Priority Tax Claims**"). EGM Priority Non-Tax Claim: Any Claim as of the EGM Petition Date against EGM, other than an EG I Administrative Expense Claim or an EG II Priority Tax Claim, entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7), or (9) of the Bankruptcy Code, solely to the extent Allowed (the "**EGM Priority Non-Tax Claims**"). EGM General Unsecured Claims: Any Claim as of the EGM Petition Date against EGM that is not a Mezzanine Lender Claim, EGM Administrative Claim, EGM Priority Tax Claim, EGM Priority Non-Tax Claim, or EGM Intercompany Claim, including, for the avoidance of doubt, any deficiency claims of Mezzanine Lender arising from the Mezzanine Loan Agreement (the "**EGM General Unsecured Claims**"). EGM Equity Interests: Any Interest in EGM immediately prior to the EGM Petition Date, including all equity, warrants, common stock, and preferred stock ("**EGM Equity Interests**").

Restructuring Overview	
Implementation	Pursuant to the PSA, Purchaser has agreed to purchase (the "**Sale Transaction")** the two adjacent properties located at 123 Melrose Street, Brooklyn, New York (**"Denizen X**") and 54 Noll Street, Brooklyn, New York ("**Denizen Y**", and together with the Denizen X, the "**Properties**") for an aggregate gross purchase price of $506.0 million (the "**Purchase Price**"). The Sale Transaction and the distribution of proceeds thereof shall be implemented pursuant to the Plan in accordance with the terms of the PSA, the RSA, and this Term Sheet.
Sale Transaction Proceeds Allocation	The Purchase Price for the Sale Transaction shall be allocated and distributed to EG I and EG II and used to fund Claims, fees and expenses, as follows (the "**Sale Proceeds Allocation Agreement**"): • The Purchase Price shall be allocated to EG I and EG II in the following proportions (the "**Agreed Proportions**"): a. EG I: 50.75% (the amount so allocated, the "**EG I Sale Proceeds**") b. EG II: 49.25% (the amount so allocated, the "**EG II Sale Proceeds**"). • Broker's Fees and Closing Costs: EG I and EG II agree that any Allowed Broker's Fees and closing costs (including, for the avoidance of doubt, any amounts due to Meridian Investment Sales in connection with the Sale Transaction) shall be allocated between EG I and EG II in accordance with the Agreed Proportions. EG I shall pay its proportionate liability with EG I Sale Proceeds, and EG II shall pay its proportionate liability with EG II Sale Proceeds; • 2020 PSA Claim: The 2020 PSA Claims shall be allowed as General Unsecured Claims against each of EG I and EG II in the total aggregate amount of $6 million, to be paid in accordance with, and pursuant to, the Plan. After giving effect to the Plan, on the Plan Effective Date, the EG II Notes Trustee, on behalf of the EG II Noteholders, will pay to EG I, substantially contemporaneously with the payment of the 2020 PSA Claims, the amount necessary to ensure that EG I is responsible for no more than $3,636,000 on account of the 2020 PSA Claims (the "**Maximum EG I 2020 PSA Liability**"); provided, however, that such amounts to be paid by the EG II Notes Trustee shall in no event be greater than the maximum aggregate amount of $2,364,000. The EG II Notes Trustee shall pay such amounts to EG I from the distributions to be paid to the EG II Noteholders from the EG II Sale Proceeds on account of their EG II Secured First Lien Note Claims. • Property-Level Claims: For the avoidance of doubt, EG I shall apply the EG I Sale Proceeds and EG II shall apply the EG II Sale Proceeds to pay Claims, to pay for costs and expenses associated with their respective properties (i.e., these Claims,

	costs, and expenses will not be shared by EG I and EG II in the proportions set forth above, but each of EG I and EG II will be responsible for its own Claims, costs and expenses), including, to the extent Allowed or otherwise required: a. Any Allowed DIP, secured, administrative, priority, general unsecured and/or equity claims against EG I or EG II, respectively; b. Without duplication for amounts paid via the EG I Intercompany Claims, unpaid utilities and operating expenses of such property; c. To the extent necessary to ensure compliance with applicable law, replenishment of security deposits related to such property; d. Settlement and satisfaction of mechanics' liens relating to such property (subject to the Parties' ability to dispute such claims and liens); and e. Legal fees incurred by the secured and mezzanine lenders in connection with the sale and bankruptcy proceeding to the extent such fees are required to be reimbursed or paid by the Subsidiary Debtors. Consistent with the foregoing, the Plan shall clearly provide that, except as otherwise expressly set forth herein, in the Term Sheet or in the Plan, EG I shall have no liability for Claims against EG II, and EG II shall have no liability for Claims against EG I.
Tenant Security Deposits	EG I and EG II shall maintain separate trust fund accounts for security deposits related to their respective properties, and shall not commingle such funds or use such funds other than in accordance with its obligations to tenants and applicable law. Neither of EG I nor EG II shall use security deposits to fund operations or pay expenses.
Treatment of Claims and Interests	
EG I Claims and Interests	
EG I DIP Claims	On or as soon as practicable after the Plan Effective Date, except to the extent that a holder of an Allowed EG I DIP Claim agrees to less favorable treatment, each holder of an Allowed EG I DIP Claim shall receive Cash from the EG I Sale Proceeds in an amount equal to such holder's Allowed claim.
EG I Administrative, Priority Tax, and Priority Non-Tax Claims	On or as soon as practicable after the Plan Effective Date, except to the extent that a holder of an Allowed EG I Administrative Claim, EG I Priority Tax Claim, or EG I Priority Non-Tax Claim agrees to less favorable treatment, each holder of an Allowed EG I Administrative Claim, an Allowed EG I Priority Tax Claim or an Allowed EG I Priority

	Non-Tax Claim shall receive Cash from the EG I Sale Proceeds in an amount equal to such holder's Allowed claim or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
EG I Secured First Lien Mortgage Claims	On or as soon as practicable after the Plan Effective Date, except to the extent that a holder of the EG I Secured First Lien Mortgage Claims agrees to less favorable treatment of such Claims, in full and final satisfaction, compromise, settlement, release, and discharge of the Allowed EG I Secured First Lien Mortgage Claims, the holder of the Allowed EG I Secured First Lien Mortgage Claims shall receive Cash from the EG I Sale Proceeds in an amount equal to such holder's Allowed EG I Secured First Lien Mortgage Claims.
EG I Other Secured Claims Unimpaired, Presumed to Accept	On or as soon as practicable after the Plan Effective Date, except to the extent that a holder of an Allowed EG I Other Secured Claim agrees to less favorable treatment, each holder of an Allowed EG I Other Secured Claim shall receive Cash from the EG I Sale Proceeds in an amount equal to such holder's Allowed EG I Other Secured Claim.
EG I General Unsecured Claims Unimpaired, Presumed to Accept	On or as soon as reasonably practicable after the Plan Effective Date, except to the extent that a holder of an Allowed EG I General Unsecured Claim agrees to less favorable treatment, each holder thereof shall receive Cash from the EG I Sale Proceeds in an amount equal to such holder's Allowed EG I General Unsecured Claim.
EG I Intercompany Claims	**1) <u>EG I Affiliate Intercompany Claims</u>** The EG I Affiliate Intercompany Claim amount shall be reduced on a dollar-for-dollar basis upon payment by EG I of the last $1.2 million of the Allowed EG I 2020 PSA Claim. The balance of the EG I Affiliate Intercompany Claim, if any, remaining after such dollar-for-dollar reduction, shall be forgiven by EG II and associated Claims waived. **2) <u>EG I BVI Intercompany Claims</u>** Within five (5) Business Days of execution of the RSA, the Company Parties shall present to the Parent a proposal from the Mezzanine Lender seeking a dollar-for-dollar reduction of the EG I BVI Intercompany Claims in exchange for payment by EG I of any amount of the Allowed EG I 2020 PSA Claim in excess of $1.2 million. The Company Parties shall provide Mezzanine Lender with prompt notice of such request, regularly update Mezzanine Lender regarding progress of such discussions, and present Mezzanine Lender with a proposed settlement of the EG I BVI Intercompany Claims on or before the date that is twenty-one (21) days from the date of the RSA (the "**BVI Resolution Deadline**").

	In the event that the EG I BVI Intercompany Claims are not voluntarily waived by Parent or otherwise reduced in a manner acceptable to Mezzanine Lender in its sole discretion by the BVI Resolution Deadline, as of the Claims Dispute Effective Date, Mezzanine Lender shall be granted direct and derivative standing to object to, seek to recharacterize, and/or otherwise dispute the EG I BVI Intercompany Claims, and the Parties hereto consent to, and agree to not oppose or dispute, such request for direct or derivative standing and/or the right of Mezzanine Lender in its capacity as such to raise or be heard on issues, pertaining to the EG I BVI Intercompany Claims or Parent, including the right to assert setoff rights and claims based upon, relating to, or arising as a result of Parent's execution of the 2020 PSA and its alleged use or diversion of the deposit paid by the 2020 PSA Claimant. The BVI Intercompany Claims shall not be Allowed and/or paid by EG I until such claims are liquidated and Allowed or disallowed (in whole or in part) upon the earlier to occur of (i) written consent by Mezzanine Lender, or (ii) entry of a bankruptcy court order determining the amount, allowance or disallowance of such Claim (the "**EG I BVI Intercompany Claims Liquidation Date**"). On or as soon as reasonably practicable after the EG I BVI Intercompany Claims Liquidation Date, except to the extent that a holder of an Allowed EG I BVI Intercompany Claim agrees to less favorable treatment, Parent shall receive Cash from the EG I Sales Proceeds in an amount equal to Parent's Allowed EG I BVI Intercompany Claim. **3) <u>EG I Operating Expense Claims</u>** The EG I Operating Expense Claims will be paid in full in Cash from proceeds of the DIP Loan, with the amounts so paid constituting Allowed EG I DIP Claims.
EG I Equity Interests Unimpaired, Presumed to Accept	On or as soon as reasonably practicable after the Plan Effective Date, EGM shall receive (i) the EGM Cash Distribution, and (ii) an assignment of any claims or causes of action held by EG I that are not otherwise settled or released on or prior to the effective date of the Plan, including claims and causes of action against current or former direct or indirect equityholders of EG I (including Yoel Goldman), in full and final satisfaction, compromise, settlement, release, and discharge of the Allowed EG I Equity Interests, all of which are held by EGM.
EG II Claims and Interests	
EG II Administrative, Priority Tax, and Priority Non-Tax Claims	On or as soon as practicable after the Plan Effective Date, except to the extent that a holder of an Allowed EG II Administrative Claim, EG II Priority Tax Claim, or EG II Priority Non-Tax Claim agrees to less favorable treatment, each holder thereof shall receive Cash from the EG

	II Sale Proceeds in an amount equal to such holder's Allowed claim or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
EG II Secured First Lien Notes Claims Impaired, Entitled to Vote	On or as soon as practicable after the Effective Date, except to the extent that a holder of an allowed EG II Secured First Lien Notes Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, settlement, release, and discharge of such EG II Secured First Lien Notes Claims against the Debtors (but not EG II Secured First Lien Notes Claims or deficiency claims against any non-Debtors and not the deficiency claims of the holders of allowed EG II Secured First Lien Notes Claims against any Debtors), each holder of an allowed EG II Secured First Lien Notes Claim shall receive (i) Cash from the EG II Sale Proceeds in an amount equal to its pro rata share of the EG II Note Claim Distribution plus (ii) cash from the proceeds of any allowed EG I Intercompany Claims held by EG II, (iii) any cash remaining on EG II's balance sheet following the closing of the Sale Transaction, and (iv) an assignment of any claims or causes of action held by EG II that are not otherwise settled or released on or prior to the effective date of the Plan, including claims and causes of action against current or former direct or indirect equityholders of EG II (including Yoel Goldman), in each with respect to the preceding (ii)-(iv), solely to the extent such cash, claims, or causes of action (or the proceeds thereof) constitute valid and perfected collateral under the Series E Deed of Trust and subject to the treatment and satisfaction of any claims or liens granted as adequate protection in connection with the use of cash collateral or debtor in possession financing. Notwithstanding the foregoing, each of EG II and the holders of the EG II Secured First Lien Notes Claim expressly disclaims any deficiency claims against EG I and EGM, and agrees not to assert any such claims against either EG I or EGM.
Other EG II Secured Claims TBD	The holders of any Allowed EG II Other Secured Claims shall not receive or retain any property under the Plan on account of such Claims unless otherwise agreed to by EG II and the EG II Notes Trustee.
EG II General Unsecured Claims TBD	The holders of any Allowed EG II General Unsecured Claims shall not receive or retain any property under the Plan on account of such Claims unless otherwise agreed to by EG II and the EG II Notes Trustee.
EG II Intercompany Claims Impaired, Deemed to Reject	The holders of any Allowed EG II Intercompany Claims shall not receive or retain any property under the Plan on account of such Claims.
EG II Interests Impaired, Deemed to Reject	The holders of any Allowed EG II Intercompany Interests shall not receive or retain any property under the Plan on account of such Interests.

EGM Claims and Interests	
EGM Administrative, Priority Tax, and Priority Non-Tax Claims	Without duplication of any of the EG I Administrative Claims or the EG II Administrative Claims, and subject in all respects to the ability of Mezzanine Lender to dispute such Claims, on or as soon as practicable after the Plan Effective Date, except to the extent that a holder of an Allowed EGM Administrative Claim, EGM Priority Tax Claim, or EGM Priority Non-Tax Claim agrees to less favorable treatment, each holder thereof shall receive Cash from the EGM Cash Distribution in an amount equal to such holder's Allowed claim or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
EGM Mezzanine Lender Claims Impaired, Entitled to Vote	On or as soon as practicable after the Plan Effective Date, except to the extent that the holder of the EGM Mezzanine Lender Claims agrees to less favorable treatment of such Claim, in full and final satisfaction, compromise, settlement, release, and discharge of the Allowed EGM Mezzanine Lender Claims, the holder of the Allowed EGM Mezz Lender Claims shall receive the EGM Mezz Lender Cash Distribution.
EGM General Unsecured Claims Impaired, Deemed to Reject	The holders of any Allowed EGM General Unsecured Claims shall not receive or retain any property under the Plan on account of such Claims.
EGM Intercompany Claims Impaired, Deemed to Reject	The holders of any Allowed EGM Intercompany Claims shall not receive or retain any property under the Plan on account of such Claims.
EGM Equity Interests Impaired, Deemed to Reject	The holders of any Allowed EGM Equity Interests shall not receive or retain any property under the Plan on account of such Interests.
General Provisions	
Compromise and Settlement	The Plan will contain customary provisions for the compromise and settlement of Claims stating that, notwithstanding anything in the Plan to the contrary, the allowance, classification and treatment of Claims and Interests and their respective distributions take into account and conform to the relative priority and rights of such Claims and Interests in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise.
Disputed Claims Reserves	The Plan will provide for the inclusion of one or more disputed claims reserves and a mechanism for the prompt distribution of cash proceeds from such reserves as claims are Allowed, disallowed, settled, or otherwise resolved in accordance with the Plan, in each case, with respect to claims against EG I, as reasonably acceptable to the

	Mezzanine Lender, and with respect to claims against EG II, as reasonably acceptable to the EG II Notes Trustee.
Treatment of Executory Contracts and Unexpired Leases	On the Plan Effective Date, except as otherwise determined by the Company Parties and the Purchaser in connection with the PSA, each of the Company Parties' executory contracts and unexpired leases not previously assumed or rejected pursuant to an order of the Bankruptcy Court shall be deemed rejected in accordance with Bankruptcy Code sections 365 and 1123 and any other applicable provisions of the Bankruptcy Code, *provided, however,* that the RSA shall not be deemed so rejected, and the obligations and benefits of the Parties under the RSA shall survive until termination thereof.
Conditions Precedent to Confirmation and the Plan Effective Date	The Plan will be subject to usual and customary conditions to confirmation and effectiveness (as applicable), as well as such other conditions that are reasonably satisfactory to the Company Parties, the Mezzanine Lender and the EG II Notes Trustee.
Releases, Exculpation, and Injunction	The Plan will contain standard and customary mutual release provisions, exculpation provisions, and injunction provisions that are mutually acceptable to the Company Parties, the Mezzanine Lender, and the EG II Notes Trustee, provided, however, that the Plan shall not contain any third party releases, debtor releases, or releases of Company Party claims for which the Mezzanine Lender or the EG II Notes Trustee may be granted direct or derivative standing as of the Claims Dispute Effective Date, including any claims against Parent; and provided, further, that the Plan shall not release any claims or causes of action against current and former direct or indirect equityholders of EG I or EG II (including Yoel Goldman).
Definitive Documentation	This Term Sheet is indicative, and any final agreement shall be subject to the Definitive Documents. The Definitive Documents shall contain terms, conditions, representations, warranties, and covenants, each customary for the transactions described herein consistent with the terms of this Term Sheet and the RSA.
Tax Structure	The terms of the Plan and the transactions contemplated therein shall, to the extent reasonably practicable, be structured in a tax efficient manner as determined by the Company Parties.
Corporate Actions	On the Plan Effective Date or as soon as reasonably practicable thereafter, the Company Parties, may take all actions consistent with the Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan. For the avoidance of doubt, obligations of any Company Party hereunder or under the RSA shall apply with equal force to the Reorganized Debtors upon the Plan Effective Date.

Cost of Administering the Subsidiary Chapter 11 Cases	All professional fees incurred in connection with the Subsidiary Chapter 11 Cases shall be borne by EG I and EG II in the Agreed Proportion, unless any such professional fees are incurred by EG I or EG II individually (including professional fees incurred in connection with disputing claims against EG I or EG II, respectively) in which case such professional fees shall solely be the responsibility of EG I or EG II, as applicable. Subject to the terms and conditions of any Order governing the use of cash collateral or debtor-in-possession financing, the EG II Notes Trustee and the Mezzanine Lender agree not to object to the reasonableness of any Company Party professional fees incurred in connection with the administration of the Chapter 11 Cases, to the extent the fees and expenses are incurred in a manner not inconsistent with this Term Sheet and the RSA, *provided*, *however*, that each of Mezzanine Lender and the EG II Notes Trustee expressly retain the right to dispute how such professional fees are allocated between the Debtors.
Amendments	This Term Sheet may be amended only as permitted pursuant to the RSA.
Retention of Jurisdiction	The Plan will provide for a broad retention of jurisdiction by the Bankruptcy Court for (i) resolution of Claims, (ii) allowance of compensation and expenses for pre-Plan Effective Date services, (iii) resolution of motions, adversary proceedings, or other contested matters in the Chapter 11 Cases, (iv) entry of such orders as necessary to implement or consummate the Plan and any related documents or agreements, and (v) other purposes.

ANNEX 1

Defined Terms	
2020 PSA	That certain Contract of Sale dated January 15, 2020, including that certain Memorandum of Contract dated as of the same, as amended by that certain Amendment to Contract of Sale dated as of January 17, 2020, between EG I, EG I and the 2020 PSA Claimant.
2020 PSA Claimant	Melrose Noll Brooklyn LLC, having an address at 301 Mill Road, Suite U5, Hewlett, New York 11557.
2020 PSA Claims	The 2020 PSA Claimants Claims in connection with the 2020 PSA.
2020 PSA Settlement Agreement	That certain settlement agreement between EG I, EG I and the 2020 PSA Claimant to settle the 2020 PSA Claims, dated on or about August 31, 2021, and circulated to the Parties on August 31, 2021.
Administrative Expense Claim	Any Claim for costs or expenses of administration incurred during the Chapter 11 Cases of a kind specified under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred after the applicable Subsidiary Petition Date and through the Plan Effective Date of preserving the Estates and operating the businesses of the Debtors (including any administrative claims or adequate protection granted in connection with cash collateral use or DIP financing); and (b) professional fee Claims.
Allowed	Means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that has been scheduled by the applicable Debtor in its Schedules as other than disputed, contingent or unliquidated and as to which such Debtor or any other party in interest has not filed an objection on or before the 120th day after the Plan Effective Date (or such date as is extended under the terms of the Plan or by order of the Bankruptcy Court); (b) a Claim that is set forth in a timely filed proof of claim as to which no objection has been timely filed; (c) a Claim that has been allowed by a Final Order; (d) a Claim that is allowed in any stipulation of amount and nature of Claim executed by the applicable Debtor and approved by the Bankruptcy Court; (e) a Claim relating to a rejected executory contract or unexpired lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order, in either case only if a proof of claim has been timely filed by the claimant before the applicable bar date for such claim or has otherwise been deemed timely filed under applicable law; or (f) a Claim that is allowed pursuant to the terms of the Plan.
Bankruptcy Code	Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., as amended from time to time, as applicable to the Chapter 11 Cases.
Bankruptcy Court	United States Bankruptcy Court for the Southern District of New York.
Bankruptcy Rules	The Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, promulgated pursuant to 28 U.S.C. § 2075, and the general, local and chambers rules of the Bankruptcy Court.
Brokers' Fees	Any fees, costs, or expenses owed to any broker in connection with the Sale Transaction, including, for the avoidance of doubt, such any such fees, costs, or expenses owed to Meridian Investment Sales.

Defined Terms	
Cash	Legal tender of the United States of America.
Chapter 11 Cases	Collectively, the EGM Chapter 11 Case and the Subsidiary Chapter 11 Cases.
Claim	Has the meaning set forth in section 101(5) of the Bankruptcy Code, as against any Debtor.
Claims Dispute Effective Date	The earlier to occur of (i) the Plan Effective Date or (ii) solely in the event the Debtors or a third party seeks to have a claim liquidated or allowed prior to the Plan Effective Date, the date that is necessary for the EG II Notes Trustee or Mezzanine Lender to contest the payment and/or allowance of any such claims or liens, unless otherwise agreed to or allowed pursuant to the terms of the RSA.
Company Parties	Has the meaning set forth in the Preamble this to Term Sheet.
Confirmation Order	The order of the Bankruptcy Court confirming the Plan in the Chapter 11 Cases pursuant to section 1129 of the Bankruptcy Code.
Debtors	EG I, EG II, and/or EGM.
Definitive Documents	Any material documents (including any material related orders, agreements, instruments, schedules, or exhibits) that are described in or contemplated by this Term Sheet and the Plan, including (i) the RSA (including this Term Sheet), (ii) the PSA; (iii) the Plan, (iv) the Disclosure Statement, (v) the motion seeking approval by the Bankruptcy Court of the Disclosure Statement and the Plan Solicitation Materials, and (vi) the Confirmation Order. Each of the Definitive Documents (other than the PSA) shall be in a form and substance reasonably satisfactory to the Mezzanine Lender and the EG II Notes Trustee.
Disclosure Statement	The disclosure statement with respect of the Plan, as supplemented from time to time, including all exhibits, schedules, supplements, modifications, annexes, and attachments thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.
Distribution	Any initial or subsequent payment or transfer made under the Plan.
EG I Administrative Expense Claim	Any Administrative Expense Claims with respect to EG I.
EG I Intercompany Claims	The EG I Affiliate Intercompany Claims, the EG I BVI Intercompany Claims, and the EG I Operating Expense Claims.
EG I Petition Date	The date of the commencement of the Subsidiary Chapter 11 Case for EG I.
EG I Sale Proceeds	The gross Purchase Price allocated to EG I in accordance with the Sale Proceeds Allocation Agreement.

Defined Terms	
EG II Administrative Expense Claims	Any Administrative Expense Claims with respect to EG II.
EG II Note Claim Distribution	All Cash from the EG II Sale Proceeds less Cash in an amount necessary to pay in full all Allowed EG II Administrative Expense Claims, EG II Priority Tax Claims, and EG II Priority Non-Tax Claims.
EG II Petition Date	The date of the commencement of the Subsidiary Chapter 11 Case for EG II.
EG II Sale Proceeds	The gross Purchase Price allocated to EG II in accordance with the Sale Proceeds Allocation Agreement.
EGM Chapter 11 Case	The chapter 11 case of EGM titled *In re Evergreen Gardens Mezz LLC*, Case No. 21-10335 (MG) currently pending before the Bankruptcy Court.
EGM Cash Distribution	All Cash from the EG I Sale Proceeds less Cash in an amount necessary to pay in full of all Allowed Claims against EG I asserted in EG I's Subsidiary Chapter 11 Case.
EGM Mezz Lender Cash Distribution	All available Cash from the EGM Cash Distribution less Cash in an amount necessary to pay in full all Allowed EGM Administrative Expense Claims, EGM Priority Tax Claims, and EGM Priority Non-Tax Claims.
EGM Petition Date	February 22, 2021.
Estate(s)	Individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.
Final Order	An order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and is in full force and effect, (i) which has not been reversed, vacated, stayed, modified or amended, (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing, or certiorari has expired or been waived, and as to which no appeal or petition for reconsideration, review, rehearing, or certiorari is pending.
Interest	Any equity security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor, including all shares, common stock, preferred stock, or other instrument evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable, and any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the Debtors, whether fully vested or vesting in the future, including, without limitation, equity or equity-based incentives, grants, or other instruments issued, granted or promised to be granted to current or former employees, directors, officers, or contractors of the Debtors, to acquire any such interests in the Debtors that existed immediately before the Plan Effective Date.
Lien	Has the meaning set forth in section 101(37) of the Bankruptcy Code.
Parent	All Year Holdings Limited (BVI).

Defined Terms	
Parties	The Company Parties, the Mezzanine Lender, and the EG II Notes Trustee.
Petition Date	The EGM Petition Date, the EG I Petition Date, or the EG II Petition Date, as applicable.
Plan	A chapter 11 plan for the Company Parties implementing the Restructuring Transactions, consistent with the RSA and the Term Sheet.
Plan Effective Date	The date that is the first business day on which all conditions to the effectiveness of the Plan have been satisfied or waived in accordance with the terms thereof.
Plan Solicitation Materials	The ballots, notices, and other related materials to be distributed in connection with the solicitation of acceptances of the Plan.
Purchaser	ACI VI Denizen LLC
PSA	That certain Agreement for Purchase and Sale, dated as of August 2, 2021, between the Subsidiary Debtors and the Purchaser, including any exhibits or supplements thereto, and as may be amended, modified, or supplemented from time to time in accordance with the terms thereof.
RSA	The Restructuring Support Agreement, dated as of August 31, 2021, by and among the Company Parties, the Mezzanine Lender, and the EG II Notes Trustee.
Reorganized Debtors	The Debtors following the Plan Effective Date.
Restructuring Transactions	All acts, events, and transactions contemplated by, required for, and taken to implement the sale of the Properties to Purchaser pursuant to the PSA (or any other transaction supported or proposed by the Company Parties that delivers no less consideration to the Mezzanine Lender and the holders of the EG II Secured First Lien Notes Claims than is contemplated hereunder, provided that the allocation between EG I and EG II of any cash proceeds shall be on the same basis as provided in the Sale Proceeds Allocation Agreement) and restructuring of the debts, claims, and obligations of EG I, EG II, and EGM pursuant to the Plan, this Agreement, and the other Definitive Documents, each in the singular and collectively, as applicable
Sale Proceeds Allocation Agreement	Has the meaning set forth in the section above titled “Sale Transaction Proceeds Allocation”.
Sale Transaction Proceeds	The gross cash proceeds received by the Subsidiary Debtors pursuant to the Sale Transaction.
Secured Claim	A Claim (a) secured by a Lien on collateral to the extent of the value of such collateral as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy

Defined Terms	
	Code; or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.
Subsidiary Chapter 11 Cases	The chapter 11 cases of EG I and EG II to be commenced with the Bankruptcy Court in accordance with the terms of this Agreement.
Subsidiary Debtors	EG I and EG II.

EXHIBIT B

FORM OF JOINDER AGREEMENT

This Joinder Agreement to the Restructuring Support Agreement, dated as of August 31, 2021, by and among Evergreen Gardens I LLC, a Delaware limited liability company, Evergreen Gardens II LLC, a New York limited liability company, Evergreen Gardens Mezz LLC, a New York limited liability company (collectively, the "**Company Parties**"), Mishmeret Trust Services Company Ltd. (the "**EG II Notes Trustee**"), and MREF REIT Lender 9 LLC (together with their respective successors and permitted assigns, the "**Mezzanine Lender**") (as amended, supplemented or otherwise modified from time to time, the "**Agreement**") is executed and delivered by [●] (the "**Joining Party**") as of [●], 2021. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as **Annex I**. The Joining Party shall hereafter be deemed to be a "Mezzanine Lender" and a "Party" for all purposes under the Agreement and with respect to any and all Claims held by such Joining Party.

2. Representations and Warranties. With respect to the aggregate principal amount of the EGM Mezzanine Loan set forth below its name on the signature page hereto, the Joining Party hereby makes the representations and warranties of the Mezzanine Lender set forth in Section 6 of the Agreement to each other Party to the Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

[*Signature Page Below*]

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

Joining Party

By: _____
Name:
Title:

Principal Amount Held:
Notice Address:

Acknowledged:

EVERGREEN GARDENS I LLC
By: Evergreen Gardens Mezz LLC, its sole member

By: All Year Holdings LLC, its sole member

By: All Year Holdings Limited, its sole member

_____
Name:
Title:

EVERGREEN GARDENS II LLC
By: Evergreen Gardens Holdings II, its sole member

By: All Year Holdings Limited, its sole member

_____
Name:
Title:

EVERGREEN GARDENS MEZZ LLC
By: All Year Holdings LLC, its sole member

By: All Year Holdings Limited, its sole member

_____
Name:
Title:

EXHIBIT C

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") made as of the 2nd day of August, 2021, by and among EVERGREEN GARDENS I LLC, a limited liability company ("Seller 1" as to the Melrose Street Property (as hereinafter defined)) and EVERGREEN GARDENS II LLC, a limited liability company ("Seller 2" as to the Noll Street Property (as hereinafter defined)), each having an address c/o All Year Holdings Limited, 199 Lee Avenue, Suite #693, Brooklyn, New York 11233 (Seller 1 and Seller 2 are each a "Seller"; and collectively, "Sellers") and ACI VI DENIZEN LLC, a Delaware limited liability company, having an address c/o Atlas Capital Group, LLC, 40 West 57th Street, 29th Floor, New York, New York 10019 ("Purchaser").

W I T N E S S E T H:

1. Agreement to Sell and Purchase; Description of Properties.

Sellers agree to sell and convey to Purchaser, and Purchaser agrees to purchase from Sellers, upon the terms and conditions hereinafter contained, all right, title and interest of Sellers in and to (a) those certain lots, pieces or parcels of land located at 123 Melrose Street, in the Borough of Brooklyn, County of Kings, City and State of New York (Block 3152, Lot 48 on the Kings County Tax Map) (the "Melrose Street Parcel"), and 54 Noll Street, in the Borough of Brooklyn, County of Kings, City and State of New York (Block 3152, Lot 1 on the Kings County Tax Map) (the "Noll Street Parcel"; and together with the Melrose Street Parcel; collectively, the "Land"), as more particularly bounded and described in **Exhibits A-1 and A-2**, respectively, attached hereto and hereby made a part hereof, together with (i) the building(s) erected thereon (collectively, the "Building") and any and all other fixtures and improvements erected thereon (the Building and such other fixtures and improvements being hereinafter collectively referred to as the "Improvements"); (ii) the land lying in the bed of any street, highway, road or avenue, opened or proposed, public or private, in front of or adjoining the Land, to the center line thereof, (iii) any rights of way, appendages, appurtenances, easements, sidewalks, alleys, gores or strips of land

adjoining or appurtenant to the Land or any portion thereof and used in conjunction therewith, (iv) any development rights appurtenant to the Land or any portion thereof and (v) any award or payment made or to be made in lieu of any of the foregoing or any portion thereof and any unpaid award for damage to the Land or any of the Improvements by reason of change of grade or closing of any street, road or avenue, (b) all fixtures, machinery, tangible personal property and equipment (excluding furniture, furnishings, equipment and other personal property of Tenants (as hereinafter defined)) used in connection with or attached or appurtenant to or at or upon all or any portion of the Land and the Improvements at the date hereof, including, without limitation, such fire protection, heating, plumbing, electrical and air conditioning systems as now exist thereat, (c) the interest of the landlord in and to all Leases (as hereinafter defined) of all or any portion of the Land and the Improvements, and all security deposits held by Sellers thereunder on the Closing Date (as hereinafter defined), and (d) to the extent assignable, permits and licenses, if any, held solely for use in connection with all or any portion of the Land and the Improvements.

The Melrose Street Parcel, together with all of the above enumerated rights and interests to be sold to Purchaser by Seller 1 pursuant to this Agreement (including, without limitation, the Improvements erected on the Melrose Street Parcel or any part thereof) are hereinafter sometimes collectively referred to as the "Melrose Street Property." The Noll Street Parcel, together with all of the above enumerated rights and interests to be sold to Purchaser by Seller 2 pursuant to this Agreement (including, without limitation, the Improvements erected on the Noll Street Parcel or any part thereof) are hereinafter sometimes collectively referred to as the "Noll Street Property." The Melrose Street Property and the Noll Street Property are hereinafter sometimes each referred to as a "Property", and collectively as the "Properties."

2. Exceptions to Title and Other Matters.

2.1 The Properties are sold and shall be conveyed subject to title and other matters as follows (the "Permitted Exceptions"):

2.1.1 All presently existing and future liens for unpaid real estate taxes and water and sewer charges not due and payable as of the date of the Closing (as hereinafter defined), subject to adjustment as hereinbelow provided.

2.1.2 All present and future zoning, building, environmental and other laws, ordinances, codes, restrictions and regulations of all governmental authorities having jurisdiction with respect to the Properties, including, without limitation, all zoning variances and special exceptions, if any (collectively, "Laws and Regulations").

2.1.3 All covenants, restrictions and rights and all easements and agreements for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Properties (collectively, "Rights").

2.1.4 State of facts shown on (i) with respect to the Melrose Street Property, that survey dated February 17, 2015 (last updated January 29, 2020) made by Leonard J. Strandberg and Associates, Consulting Engineers and Land Surveyors, P.C. and any subsequent state of facts which would be shown by an accurate updated survey of the Melrose Street Property (collectively, "Melrose Facts"); and (ii) with respect to the Noll Street Property, that survey dated February 17, 2015 (last updated January 30, 2019) made by Leonard J. Strandberg and Associates, Consulting Engineers and Land Surveyors, P.C. and any subsequent state of facts which would be shown by an accurate updated survey of the Noll Street Property (collectively, "Noll Facts"; and together with the Melrose Facts, collectively the "Facts").

2.1.5 Rights of tenants as tenants only, with no rights to purchase or rights

of first refusal, (i) those tenants set forth on **Exhibit B-1 and Exhibit B-2**, respectively, attached hereto and made a part hereof, (ii) such other tenants pursuant to written lease agreements expressly permitted by Section 9.1.3 of this Agreement, and (iii) other occupants claiming by, through or under those tenants enumerated in subsections (i) and (ii) above (collectively, "Tenants"), and any leases pursuant to which such Tenants occupy portions of the Properties (collectively, "Leases").

2.1.6 All service, maintenance, supply, leasing and other contracts in connection with the Properties set forth on **Exhibit C-1 and Exhibit C-2**, respectively, attached hereto and made a part hereof, and all renewals, replacements, extensions of same or additional contracts that may hereafter be entered into in accordance with this Agreement (collectively, "Contracts"), including but not limited to that certain Marketing Agreement between Seller 1 and Verizon Services Corp. with an effective date of March 22, 2018, as amended.

2.1.7 All violations of building, fire, sanitary, environmental, housing, highway, sidewalk and all other Laws and Regulations with respect to the Properties, whether or not noted or issued on the date hereof or on the date of the Closing (collectively, "Violations").

2.1.8 Consents by Sellers or any former owner of the Properties for the erection of any structure or structures on, under or above any street or streets on which the Properties may abut.

2.1.9 Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting, sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners and the like, if any, on, under or above any street or highway, the Properties or any adjoining properties.

2.1.10 Variations between tax lot lines and lines of record title.

2.1.11 Standard conditions and exceptions to title contained in the form of title policy or "marked-up" title commitment employed by the Title Company (as hereinafter defined).

2.1.12 Any financing statements, chattel mortgages, encumbrances or mechanics' or other liens entered into by, or arising from, any financing statements filed on a day more than five (5) years prior to the Closing and any financing statements, chattel mortgages, encumbrances or mechanics' or other liens filed against property no longer on the Properties, provided that the Title Company (as hereinafter defined) will insure against collection or enforcement of same out of the Properties and will "omit" the same on Purchaser's mortgagee's title policy (provided that this Agreement does not contain a mortgage contingency and there is no mortgage condition intended by this provision).

2.1.13 Any lien or encumbrance (including, without limitation, any mechanics' and materialmen's lien) the removal of which is the obligation of a Tenant pursuant to such Tenant's Lease, so long as same does not exceed $200,000.00 in the aggregate; provided that if such lien(s) and/or encumbrance(s) exceed $200,000.00 in the aggregate then, in the event Purchaser elects not to proceed with this transaction by reason thereof and to proceed to close subject thereto with no adjustment to the Purchase Price (as hereinafter defined), Purchaser may terminate this Agreement in accordance with Section 35.1(b) and the effect of such termination shall be as provided in Section 35.2.

2.1.14 The matters described in **Exhibit D-1 and Exhibit D-2**, respectively, attached hereto and made a part hereof.

2.1.15 Any covenants, conditions, agreements, reservations,

encroachments, easements and rights of way of record; and any other covenants, conditions, agreements, reservations, encroachments, easements and rights of way, provided that same neither prevent nor materially interfere with the current use of the present structures on the Properties.

2.1.16 A certificate or certificates of occupancy, or no certificate or certificates of occupancy (or, if there be such certificate(s), that there exist any variances between such certificate(s) and the actual state or use(s) of a Property including, without limitation, the number of units in such Property).

2.1.17 Evergreen Gardens Mezz LLC ("Mezz Borrower") owns a direct ownership interest in Seller 1. Mezz Borrower has filed for protection under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), and there is a proceeding pending in the United States Bankruptcy Court for the Southern District of New York before the Hon. Martin Glenn, U.S.B.J. (the "Bankruptcy Court"), bearing Case No. 1:21-bk-10335 (the "Mezz Bankruptcy Proceeding"). Seller 1 and Seller 2 shall also commence cases under the Bankruptcy Code to implement the sale of the Properties in accordance with the terms of this Agreement (the "Seller Bankruptcy Proceedings" and, together with the Mezz Bankruptcy Proceeding, the "Bankruptcy Proceedings").

2.1.18 The "Series E Bondholder Approval", "Mezz Lender Approval" and the "Executed RSA," both as provided for and defined in Section 36 hereof.

2.1.19 The Regulatory Agreement dated June 20, 2017 and recorded against the Properties as CRFN 2017000300445, as amended September 12, 2018, regarding the inclusionary housing bonus and the required affordable units and other restrictions on the ownership, management and operations of the Properties (together with all amendments thereto, collectively, the "Regulatory Agreement").

2.1.20 The applicability of any benefits (including tax benefits and exemptions, if any), obligations, liabilities and rights, if any, pursuant to any 421-a exemption(s) affecting the Properties; provided that except as specifically set forth at Section 7.1.13, nothing herein shall be deemed a representation by Sellers as to the availability, inclusion or applicability of any such matter.

2.1.21 That Mapping Agreement dated May 20, 2018, recorded against the Properties on July 2, 2018, in the Office of the City Register of the City of New York, Kings County, as CRFN 2018000218656 (the "Mapping Agreement"), including but not limited to any and all remaining obligations of Sellers or any owners of the Properties thereunder.

2.1.22 (i) The Memorandum Agreement between PBS Facility Services Inc., Platinum Amenity Services and Dynamic Building Services (collectively, the "Employer") and the Service Employees International, Local 32-BJ dated July 6, 2020 (the "Memorandum Agreement") incorporating the 2020 NYC Independent Contractors Agreement (the "32-BJ CBA"), (ii) the Collective Bargaining Agreement dated November 1, 2018 between Dynamic Building Services and Local 713 I.B.O.T.U., e.m.d., ll.a, AFL-CIO (the "Local 713 CBA") and (iii) any pledge made by Sellers to maintain union status of the Properties as more fully described at Section 9.4 below (together with the Memorandum Agreement, incorporating the 32-BJ CBA and the Local 713 CBA, collectively, the "Union Agreements").

2.1.23 Any designations affecting the construction and/or redevelopment of the Properties, including but not limited to E-HazMat Designation and E-Designations for air and noise.

2.1.24 That certain Restrictive Declaration dated as of April 10, 2014 by 930 Flushing LLC and Stanev Associates LLC recorded against the Properties at CRFN

2014000163409 (the "Restrictive Declaration"), together with any and all obligations burdening the Properties and/or the owners thereof, including but not limited to the obligation to complete a public park between the Buildings on the Melrose Parcel and the Noll Parcel in accordance therewith.

2.1.25 The physical condition of the Properties, including, but not limited to, the conditions described in the report of JLL Merritt & Harris dated April 16, 2021 (the "JLL Report").

2.1.26 That certain Declaration of Restrictions to be recorded by Seller 2 against the Noll Street Parcel substantially in the form annexed hereto as **Exhibit V** (together with any other necessary documents ancillary thereto to cause the recordation; collectively the "Fresh Declaration") together with any and all obligations burdening the Noll Street Property and/or the owners thereof

2.1.27 Any other matter which the Title Company may raise as an exception to title, provided that (i) the Title Company will insure against collection or enforcement of same out of the Properties and will "omit" the same on Purchaser's mortgagee's title policy, if any (provided that this Agreement does not contain a mortgage contingency and there is no mortgage condition intended by this provision), and/or (ii) no prohibition of present use or maintenance of the Properties will result therefrom, as may be applicable.

2.2 Purchaser has caused title to the Properties to be examined by Fidelity National Title Insurance Company (the "Title Company" and "Escrow Agent") and has received a title report together with true, legible and complete copies of all instruments set forth therein (the "Title Report"). A copy of the Title Report has been forwarded to Sellers' attorneys. **Exhibit D-3** is a copy of Schedule B to the Title Report, marked with the words "except," "omit" or "for

information only." Sellers shall be obligated prior to or at Closing to cause the Title Company to omit as exceptions those title exceptions set forth on **Exhibit D-3** marked "omit." All other exceptions set forth in the Title Report shall be deemed "Permitted Exceptions." Purchaser agrees that, not later than the date which is five (5) Business Days following Purchaser's receipt of any continuations to the Title Report, Purchaser shall furnish to Sellers' attorneys a writing (the "Title Report Objection Notice") specifying such exceptions to title set forth in such continuations which Purchaser believes are neither covered by the exceptions to title set forth in Section 2.1 hereof and this Section 2.2, nor subject to which Purchaser is required to accept title. Purchaser's failure to deliver the Title Report Objection Notice to Sellers' attorneys on or prior to 5:00 pm New York City time on the date which is five (5) Business Days following Purchaser's receipt of any continuation shall constitute Purchaser's irrevocable acceptance of the continuation and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. Provided Purchaser's Title Report Objection Notice is valid and in compliance with the terms of this Agreement, Sellers shall, within ten (10) days after receipt of the Title Report Objection Notice, notify Purchaser that Sellers either (a) intended to remove those exceptions delineated in the Title Report Objection Notice, or (b) do not intend to remove those title exceptions delineated in the Title Report Objection Notice, provided that Sellers shall satisfy the Required Removal Actions (as hereinafter defined). In the event Sellers notify Purchaser that Sellers have elected not to remove those title exceptions listed in the Title Report Objection Notice (except for the Required Removal Actions, which Sellers shall undertake), then Purchaser shall have the right to terminate this Agreement in accordance with Section 35.1(b) by delivering written notice to Sellers within three (3) Business Days of Sellers' response to the Title Report Objection Notice and the effect of such termination shall be as provided in Section 35.2. In the event the Title Company fails or

refuses to insure title for any reason or no reason, Sellers may substitute any other reputable title company licensed to do business in the State of New York that will provide such insurance, or a reputable abstract company writing through such a title company, in which event Sellers' substituted title company shall, for purposes of this Agreement, be the "Title Company."

2.3 If, on the Closing Date, Sellers fail or are unable to convey to Purchaser title to the Properties subject to and in accordance with the provisions of this Agreement and if such failure or inability is susceptible to cure within forty-five (45) days thereafter, Sellers or Purchaser may adjourn the Closing one or more times for a period not to exceed forty-five (45) days in the aggregate to enable Sellers to convey such title to the Properties. If Sellers or Purchaser do not elect to adjourn the Closing or if at the adjourned date Sellers are unable to convey title subject to and in accordance with the provisions of this Agreement, Purchaser may terminate this Agreement in accordance with Section 35.1(b) by written notice to Sellers and Escrow Agent (as hereinafter defined) delivered on or promptly after the date scheduled for the Closing and the effect of such termination shall be as provided in Section 35.2. If Purchaser or Sellers elect to adjourn the Closing as provided above, this Agreement shall remain in effect for the period or periods of adjournment, in accordance with its terms. Except as otherwise provided herein, Sellers shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Sellers therefor, at law or in equity. Notwithstanding the foregoing, (i) Sellers shall seek an order in the Seller Bankruptcy Proceedings that provides that the Properties are being sold to Purchaser free and clear of liens, claims and encumbrances, including, without limitation: (a) all mortgages encumbering the Properties, (b) Voluntary Liens (hereinafter defined),

(c) those mechanic's liens and judgments set forth on **Exhibit O** annexed hereto and made a part hereof ((a), (b), and (c), collectively, the "Enumerated Liens"), (d) liens, mortgages, judgments, and other encumbrances arising after the date of this Agreement (collectively, the "Post-Execution Liens"), and (e) liens other than the Enumerated Liens encumbering the Properties (including judgments, federal and state and municipal tax liens) which are not capable of being discharged from the Properties pursuant to court orders in the Bankruptcy Proceedings (the "Remaining Liens"). Sellers shall, subject to Sections 2.4 and 22 hereof, on or prior to the Closing, pay, discharge or remove, or cause to be paid, discharged or removed at Sellers' sole cost and expense, the Remaining Liens, provided, however, that the obligation of Sellers with respect to such Remaining Liens shall be limited to such liens which (i) are in liquidated amounts and which may be satisfied solely by the payment of money (including the preparation or filing of appropriate satisfaction instruments in connection therewith), and (ii) do not exceed in the aggregate ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 ($1,250,000.00) DOLLARS. "Voluntary Liens" shall mean liens and other encumbrances (other than Permitted Exceptions) which Sellers have knowingly and intentionally placed (or allowed to be placed) on the Properties on or after the date hereof, but shall expressly exclude (I) judgments, (II) mechanic's liens, (III) federal, state and municipal tax liens and (IV) liens which are the responsibility of a Tenant (collectively, "Mandatory Cure Items"). For the avoidance of doubt, Sellers shall have complied with their obligations in accordance with this Section 2.3 with respect to any Enumerated Lien or any Post-Execution Lien if Sellers obtain an order or orders of the Bankruptcy Court in the Seller Bankruptcy Proceedings that the affected Property is being sold to Purchaser free and clear of such Enumerated Lien or Post-Execution Lien or, in the event that such order is not obtained, Seller shall elect (in their sole discretion) either to (A) cause such Enumerated Lien or Post-Execution

Lien to be bonded (so long as the conditions in (C) below are satisfied); or (B) deliver an escrow to the Title Company at or prior to Closing in an amount not less than 105% of the amount of the Enumerated Lien or Post-Execution Lien to permit Sellers to dispute the Enumerated Lien or Post-Execution Lien (so long as the conditions in (C) below are satisfied); or (C) otherwise cause the Title Company to insure Purchaser against collection thereof from or enforcement thereof against the applicable Property against which such Enumerated Lien of Post-Execution Lien is docketed and "omit" the same on Purchaser's mortgagee's title policy (provided that this Agreement does not contain a mortgage contingency and there is no mortgage condition intended by this provision.

2.4 Notwithstanding anything in Section 2.3 above to the contrary, Purchaser may at any time accept such title as Sellers can convey provided Sellers satisfy the Enumerated Liens to the extent required hereunder in accordance with Section 2.3, without reduction of the Purchase Price (as hereinafter defined), provided that if Sellers fail to remove all Mandatory Cure Items, Purchaser may close title hereunder by applying the Purchase Price to payment of a portion or all of the Mandatory Cure Items not reduced by Sellers (in the remaining amount of such Mandatory Cure Items). The acceptance of the Deeds (as hereinafter defined) by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Sellers' part to be performed under this Agreement, except those agreements and obligations that expressly survive the Closing.

2.5 The amount of any unpaid taxes, assessments and water and sewer charges which Sellers are obligated to pay and discharge, with interest and penalties, may at the option of Sellers be allowed to Purchaser out of the balance of the Purchase Price, if official bills therefor with interest and penalties thereon figured to said date are furnished to or obtained by the Title Company at the Closing for payment thereof.

2.6 If the Properties shall, at the time of the Closing, be subject to any liens such as for judgments or transfer, inheritance, estate, franchise, license or other similar taxes or any encumbrances or other title exceptions which would be grounds for Purchaser to reject title hereunder, the same shall not be deemed an objection to title provided that, at the time of the Closing, either (a) Sellers use all or a portion of the Purchase Price and deliver to Purchaser and/or the Title Company at the Closing instruments in recordable form sufficient to satisfy and discharge of record such liens and encumbrances together with the cost of recording or filing such instruments or (b) the Title Company will otherwise issue or bind itself to issue a policy which will insure Purchaser against collection thereof from or enforcement thereof against the Properties and will omit such exception from Purchaser's mortgagee's title policy (provided that this Agreement does not contain a mortgage contingency and there is no mortgage condition intended by this provision). If a request is made, Purchaser agrees to provide at the Closing separate certified or official bank checks as requested aggregating the amount of the cash to be paid by Sellers to satisfy the aforesaid, to facilitate the satisfaction of any of such liens or other defects.

3. Purchase Price and Payment

3.1 The purchase price payable to Sellers for the Properties is FIVE HUNDRED SIX MILLION AND 00/100 ($506,000,000.00) DOLLARS (the "Purchase Price"), subject to such apportionments, adjustments and credits as are provided in Sections 6, 11 and 25 hereof.

3.2 The Purchase Price shall be payable as follows:

3.2.1 TWO MILLION FIVE HUNDRED THOUSAND AND 00/100 ($2,500,000.00) DOLLARS (the "Initial Downpayment") within one (1) Business Day following the execution and delivery of this Agreement by federal funds wire transfer to an account at such bank or banks as designated by Escrow Agent, as set forth on **Exhibit U** annexed hereto.

3.2.2 SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 ($7,500,000.00) DOLLARS (the "First Additional Downpayment") within two (2) Business Days of notice to Purchaser that Sellers have received the Series E Bondholder Approval, Mezz Lender Approval and the Executed RSA, by federal funds wire transfer to an account of Escrow Agent. **Time shall be of the essence** as to Purchaser's timely payment of the First Additional Downpayment, and failure by Purchaser to timely make the First Additional Downpayment shall constitute a material default by Purchaser which shall entitle Sellers to terminate this Agreement and to receive from Escrow Agent the Initial Downpayment and to retain same, whereupon this Agreement will be terminated and the parties shall have no further obligations to the other except for those provisions specifically stated to survive the termination.

3.2.3 TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS (the "Second Additional Downpayment") within two (2) Business Days of notice of entry of the Bid Protections Order (as defined herein) by federal funds wire transfer to an escrow account of Escrow Agent. **Time shall be of the essence** as to Purchaser's timely payment of the Second Additional Downpayment, and failure by Purchaser to timely make the Second Additional Downpayment shall constitute a material default by Purchaser, which shall entitle Sellers to terminate this Agreement and to receive from Escrow Agent the Initial Downpayment and to retain same, whereupon this Agreement will be terminated and the parties shall have no further obligations to the other except for those provisions specifically stated to survive the termination. The Initial Downpayment, the First Additional Downpayment, when made, and the Second Additional Downpayment, when made, are hereinafter collectively referred to as the "Downpayment." The Downpayment shall be held by Escrow Agent and disbursed in accordance with the terms and conditions of this Agreement. Any interest earned on the Downpayment shall be deemed to be part

of the Downpayment and shall be paid together with the principal portion of the Downpayment, it being understood and agreed that if the Closing occurs one-half (1/2) of the interest paid to Seller shall be credited to the Purchase Price (and one-half (1/2) of the interest paid to Seller shall not be credited to the Purchase Price).

3.2.4 The balance of the Purchase Price shall be paid to Sellers on the date of the Closing, subject to the apportionments, adjustments and credits referenced herein, simultaneously with the delivery of the Deed by federal funds wire transfer of immediately available funds to an account at such bank or banks as shall be designated by Sellers.

3.3 Purchaser expressly agrees and acknowledges that Purchaser's obligations hereunder are not in any way conditioned upon or qualified by Purchaser's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt financing or equity investment, or otherwise) to consummate the transaction contemplated hereby.

3.4 The parties hereto acknowledge and agree that the value of any tangible and/or intangible personal property being conveyed, transferred sold or assigned by Seller to Purchaser in accordance with this Agreement is *de minimis* and that no part of the Purchase Price is allocable thereto.

4. Closing.

4.1 The closing of the transaction contemplated hereby (the "Closing") shall occur at 10:00 A.M., New York City Time, on the date which is one hundred fifty (150) days after the commencement of the Seller Bankruptcy Proceedings (such commencement date, the "Petition Date"). In the event that an order confirming the Chapter 11 Plan implementing the sale (the "Confirmation Order"; such plan, collectively the "Chapter 11 Plan") has not then been issued in each of the Seller Bankruptcy Proceedings and the effective date of the Chapter 11 Plan

implementing the sale has not yet occurred before the date which is 150 days from the Petition Date or the Confirmation Order has been entered but the conditions to the obligation of Purchaser or Sellers to Close have not been satisfied or waived by such date, either party will be entitled to adjourn the Closing for up to two (2) additional thirty (30) day periods [sixty (60) days in total], making an outside Closing date of two hundred ten (210) days after the commencement date of the Seller Bankruptcy Proceedings (as the same may be extended in accordance with Section 9.1.10, the "Outside Date"). If the Confirmation Order is not entered on or before the Outside Date, Purchaser or Sellers shall have the right to terminate this Agreement in accordance with Section 35.1(d) and the effect of such termination shall be as provided in Section 35.2. Following entry of the Confirmation Order, Purchaser shall have the right to schedule the Closing Date for such Business Day selected by Purchaser by delivering not less than thirty (30) days' prior written notice to Sellers, but in no event shall the Closing Date be later than the Extended Outside Date. The date for Closing set forth in this Section 4.1 is herein referred to as the "Closing Date". **"Time shall be of the essence"** as to Purchaser's performance on the Closing Date.

4.2 The Closing will occur at the offices of Goldberg Weprin Finkel Goldstein LLP, located at 1501 Broadway, 22nd Floor, New York, New York 10036 or through an escrow and pursuant to escrow instructions consistent with the terms of this Agreement and otherwise mutually satisfactory to Sellers and Purchaser.

5. AS IS.

5.1 Purchaser acknowledges that Purchaser will acquire the Properties based solely upon Purchaser's own investigation and inspection thereof and the representations, warranties and covenants of Sellers expressly set forth in this Agreement, if any. Sellers and Purchaser agree that (I) the Properties shall be sold and Purchaser shall accept possession of the

Properties on the Closing Date "AS IS, WHERE IS, AND WITH ALL FAULTS" with no right of set-off or reduction in the Purchase Price; and (II) such sale shall be without representation or warranty of any kind (unless expressly set forth in this Agreement), whether expressed, implied, statutory or otherwise, including any warranty of income potential, operating expenses, uses, merchantability or fitness for a particular purpose, and Sellers hereby disclaim and renounce any such representation or warranty. Purchaser further acknowledges and agrees that (A) Sellers shall be under no duty to make any affirmative disclosure regarding any matter which may be known to Sellers or any Seller Related Parties (as hereinafter defined), and that Purchaser is relying solely upon its own inspection of the Properties and not upon any representations made to it by any person whomsoever on Sellers' behalf; and (B) except as expressly set forth herein, Sellers shall have no obligation to make any repairs, replacements or improvements to the Properties. Purchaser expressly agrees and acknowledges having reviewed the JLL Report and takes title to the Properties subject to each and every condition set forth therein.

5.2 Purchaser, for itself and on behalf of any Purchaser's direct or indirect members, partners, shareholders, officers, directors, employees, representatives or agents (individually, a "Purchaser Related Party" and collectively, the "Purchaser Related Parties"), hereby waives, releases and forever discharges Sellers and any Seller's respective direct or indirect members, partners, shareholders, officers, directors, employees, representatives or agents (individually, a "Seller Related Party" and collectively, the "Seller Related Parties") from any and all damages, whether known or unknown, which Purchaser has or may have in the future arising out of or in connection with the Properties, including, without limitation, the physical, environmental, governmental, regulatory, economic or legal condition of the Properties (or any portion thereof) or the operation thereof (collectively, the "Released Claims"). Purchaser, for itself

and on behalf of each other Purchaser Related Party, specifically waives the provisions of any legal requirements, the intent of which is as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

5.3 Purchaser for itself and on behalf of each other Purchaser Related Party, acknowledges that it or its attorneys or agents may hereafter discover claims or facts in addition to or different from those which it now believes to be true with respect to the subject matter of the Released Claims, but agrees that (i) it has taken such possibility into account in reaching this Agreement and (ii) the releases given herein shall be and remain in effect notwithstanding the discovery or existence of additional or different claims or facts, as to which Purchaser expressly assumes the risk, and (iii) notwithstanding the discovery or existence of additional or different claims or facts, it is nonetheless Purchaser's intention, for itself and on behalf of each other Purchaser Related Party, to fully, finally and forever settle and release all disputes and differences, known or unknown, suspected or unsuspected, as to the Released Claims.

5.4 Purchaser, for itself and on behalf of each other Purchaser Related Party, acknowledges that, except for copies of the Leases which have been made available to Purchaser: (i) all materials which have been provided by or on behalf of any Seller or any Seller Related Parties have been provided without any warranty or representation, expressed or implied as to their content, suitability for any purpose, accuracy, truthfulness or completeness; (ii) Purchaser shall not have any recourse against Sellers or any Seller Related Party or Seller Related Parties in the

event of any errors therein or omissions therefrom; (iii) Purchaser hereby expressly disclaims any intent to rely on any such materials provided to it by any of the Seller Related Parties; and (iv) Purchaser shall rely solely on its own independently developed or verified information.

5.5 Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Properties.

5.6 Purchaser, for itself and on behalf of each other Purchaser Related Party, hereby covenants not to file or commence any claim or action against any of the Seller or Seller Related Parties in connection with or arising from any claim released hereunder (including but not limited to the Released Claims).

5.7 Sellers make no representation or warranty with respect to the presence of Hazardous Materials on, above or beneath the Land (or any parcel in proximity thereto) or in any water on or under the Properties. Purchaser's closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to cause any Seller or any Seller Related Parties to be joined in any action brought under any Environmental Laws (as hereinafter defined). The term "Hazardous Materials" shall mean (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes" and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophylite and/or actinolite, whether friable or non-friable, (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids, (f) radon,

(g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and all state and federal common law, and any federal, state or local transfer of ownership notification or approval statutes. Purchaser acknowledges that (1) Purchaser has received copies of the environmental reports listed on **Exhibit K** annexed hereto and made a part hereof without representation or warranty, and (2) if Sellers deliver any additional environmental reports to Purchaser, Purchaser will promptly upon receipt thereof acknowledge in writing that it has received such reports without representation or warranty (those reports enumerated in subsections

(1) and (2), collectively the "Environmental Reports"). Sellers shall have no liability or obligation whatsoever for any inaccuracy contained in any Environmental Report.

5.8 The provisions of this Section 5 shall survive the termination of this Agreement or the Closing Date and shall not be deemed to have merged into any of the documents executed or delivered at the Closing. To the extent required to be operative, the disclaimers and warranties contained herein shall be deemed "conspicuous" disclaimers for purposes of any applicable law, rule, regulation or order.

6. Apportionments.

6.1 At the Closing, the following items shall be apportioned between the parties as of 11:59 PM on the day preceding the Closing Date. Any errors in the apportionments pursuant to this Section 6 shall be corrected by appropriate re-adjustment between the applicable Seller and Purchaser post-closing, provided that notice of any such error, with supporting calculations, shall be given by Purchaser to the applicable Seller or by the applicable Seller to Purchaser, as the case may be, no later than ninety (90) days after the Closing, if ascertainable within such period, it being understood and agreed that if any such items or errors are not ascertainable at the Closing or within ninety (90) days thereafter, the apportionment shall be made subsequent to the Closing when the charge or error is determined. Except as otherwise specifically provided for herein, all apportionments shall be made in the manner recommended by the Customs in Respect to Title Closings of the Real Estate Board of New York, Inc., and there shall be no other apportionments. The items to be apportioned are:

6.1.1 (a) Rents payable by Tenants which are collected on or prior to the Closing in respect of the month (or other applicable collection period) in which the Closing occurs (the "Closing Month"), on a per diem basis, based upon the number of days in the Closing Month

prior to the Closing Date (which shall be allocated to the applicable Seller) and the number of days in the Closing Month on and after the Closing Date (which shall be allocated to Purchaser).

(b) If, at the Closing rent is past due by any Tenant, Purchaser agrees that the first moneys received by Purchaser from such Tenant shall be received and held by Purchaser in trust, and shall be disbursed as follows:

(i) First, to Purchaser and the applicable Seller in an amount equal to all rents owing by such Tenant in respect of the Closing Month, apportioned as set forth at Section 6.1.1(a);

(ii) Next, to the applicable Seller, in an amount equal to all rents owing by such Tenant to such Seller in respect of the calendar month immediately preceding the Closing Month;

(iii) Next, to Purchaser, in an amount equal to all other rent owing by such Tenant to Purchaser in respect of all periods after the Closing Month;

(iv) Next, to the applicable Seller, in an amount equal to all other rent owing by such Tenant to such Seller in respect of all periods prior to the calendar month immediately preceding the Closing Month; and

(v) The balance, if any, to Purchaser.

Each party agrees to remit reasonably promptly to the other the amount of such rents to which such party is so entitled and to account to the other party monthly in respect of same. Sellers shall have the right from time to time for a period of one hundred eighty (180) days following the Closing, on reasonable prior notice to Purchaser, to review Purchaser's rental records with respect to the Properties to ascertain the accuracy of such accountings. Purchaser shall have the right from time to time for a period of one hundred eighty (180) days following the Closing, on reasonable prior

notice to Sellers, to review Sellers' rental records with respect to the Properties to ascertain the accuracy of such accountings. The rent received by Sellers after the Closing shall be apportioned and remitted, if applicable, as hereinabove provided.

(c) (i) If the Closing shall occur prior to the time when any rental payments for fuel pass-alongs, so-called escalation rent or charges based upon impositions, operating expenses, labor costs, cost of living increases, percentage rents or other sums payable by the Tenant in addition to rent, or like items (collectively, "Overage Rent") is payable, then such Overage Rent for the applicable accounting period in which the Closing occurs shall be apportioned subsequent to the Closing. Purchaser agrees that it will pay over to the applicable Seller, within ten (10) days after Purchaser's receipt thereof, a prorated amount of such Overage Rent based upon the portion of such accounting period which occurs prior to the Closing (to the extent not theretofore collected by the applicable Seller on account of such Overage Rent prior to Closing). In addition, Purchaser agrees to receive any Overage Rent payable subsequent to the Closing with respect to an accounting period which expired prior to the Closing and pay, within ten (10) days after Purchaser's receipt thereof, the entire amount to the applicable Seller and shall account to such Seller monthly in respect of same, after retaining all of the rent owing by such Tenant to Purchaser in respect of all periods after the Closing Month, and shall account to such Seller monthly in respect of same. The applicable Seller shall furnish to Purchaser all information with respect to the period prior to the Closing reasonably necessary for the billing of such Overage Rent.

(ii) If, prior to Closing, a Seller shall collect any sums on account of Overage Rent or fixed rent for a year or other period, beginning prior but ending subsequent to the Closing, such sum shall be apportioned at the Closing as of the date of Closing.

(iii) To the extent any portion of Overage Rent is required to be paid monthly by Tenants on account of estimated amounts for the current period, and at the end of each calendar year (or, if applicable, at the end of each lease year or tax year or any other applicable accounting period to the extent specified in a Lease, or as billed and paid by Tenants), such estimated amounts are to be recalculated based upon the actual expenses, taxes and other relevant factors for that calendar, lease or tax year, with the appropriate adjustments being made with such Tenants, then such portion of the Overage Rent shall be prorated between the applicable Seller and Purchaser on the Closing Date based on such estimated payments (i.e., with (A) the applicable Seller entitled to retain all monthly installments of such amounts with respect to periods prior to the Closing Month, to the extent such amounts are as of the Closing Date estimated to equal the amounts ultimately due to Sellers for such periods), (B) Purchaser entitled to receive all monthly installments of such amounts with respect to periods following the Closing Month and (C) the applicable Seller and Purchaser prorating all monthly installments of such amounts with respect to the Closing Month. At the time(s) of final calculation and collection from (or refund to) Tenants of the amounts in reconciliation of actual Overage Rent for a period for which estimated amounts have been prorated, there shall be a re-proration between the applicable Seller and Purchaser, with the net credit resulting from such re-proration, after accounting for amounts required to be refunded to Tenants, being payable to the appropriate party (i.e., to the applicable Seller if the recalculated amounts exceed the estimated amounts and to Purchaser if the recalculated amounts are less than the estimated amounts).

(d) Other than with respect to Non-Cash Security Deposits (as hereinafter defined), all security deposits and advance rentals in the nature of security deposits made by Tenants under Leases, which are or should be held by Sellers under the Leases on the

date of the Closing shall be turned over to Purchaser at the Closing or credited against the Purchase Price, at Sellers' sole and exclusive direction, either (i) by direct assignment of the bank account(s) in which deposited, or (ii) by Sellers retaining its rights in the bank accounts and allowing Purchaser a credit at Closing in the amount of the cash security deposits to be transferred. For any letters of credit security deposits or residential tenant security deposits represented by bonds or other insurance policies (each a "Non-Cash Security Deposit"; collectively, the "Non-Cash Security Deposits"), the applicable Seller shall (x) at Closing, deliver to Purchaser the then existing original letter of credit or other Non-Cash Security Deposit and an original executed assignment or transfer form, if assignable or transferable, with respect to same, and (y) thereafter, only if at de minimis cost to Sellers, cooperate with Purchaser as reasonably necessary to cause each such letter of credit or other Non-Cash Security Deposit to be transferred or reissued in favor of Purchaser. In the event that any letter of credit or other Non-Cash Security Deposit is not transferred at Closing, until such letter of credit or other Non-Cash Security Deposit has been transferred, the applicable Seller agrees that it shall, upon Purchaser's request, only if at de minimis cost to such Seller, reasonably cooperate with Purchaser in effecting a draw of such letter of credit or other Non-Cash Security Deposit if Purchaser, in its reasonable discretion, determines that it is entitled thereto in accordance with the terms of the applicable Lease, and shall pay to Purchaser any proceeds received by such Seller from such letter of credit or other Non-Cash Security Deposit promptly following its receipt thereof; provided that Purchaser shall indemnify, defend and hold such Seller harmless from and against any and all claims made by Tenants as a result of any such draws on letters of credit or other Non-Cash Security Deposits by such Seller. All costs, fees and expenses incurred in connection with the transfer or reissuance of letters of credit or other Non-Cash Security Deposits to Purchaser shall be borne by Purchaser. For the avoidance of doubt,

Sellers' inability to effect the transfer of one or more Non-Cash Security Deposits shall not constitute grounds for either party to terminate this Agreement or adjourn the Closing, and the parties shall proceed with the post-Closing transfer of such Non-Cash Security Deposit in accordance with this Section 6.1.1(d).

(e) Subsequent to the Closing, Purchaser agrees that it shall render bills for and shall exercise reasonable diligence in the collection of any rent due to Sellers pursuant to this Agreement, provided that Purchaser shall in no event be obligated to commence any action against a Tenant to collect the same. Purchaser's obligation to pay over to Sellers rents collected as provided in this subsection 6.1.1 shall be an independent covenant of Purchaser and such payments shall be made promptly without any set off or deduction whatsoever. Sellers shall have the right to assert separate and independent claims against Tenants owing rent to which Sellers may be entitled hereunder, with Purchaser's prior written consent, not to be unreasonably withheld or delayed.

6.1.2 Real estate taxes, unmetered water and sewer charges and vault charges, if any, and any and all other municipal or governmental assessments of any and every nature levied or imposed upon the Properties in respect of the current fiscal year of the applicable taxing authority in which the Closing Date occurs (the "Current Tax Year") on a per diem basis based upon the number of days in the Current Tax Year prior to the Closing Date (which shall be allocated to the applicable Seller) and the number of days in the Current Tax Year on and after the Closing Date (which shall be allocated to Purchaser). If the Closing shall occur before the tax rate for the Current Tax Year is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the next preceding fiscal period applied to the latest assessed valuation. Promptly after the new tax rate is fixed for the fiscal period in which the Closing takes place, the

apportionment of real estate taxes shall be recomputed. Upon the Closing Date and subject to the adjustment provided above, Purchaser shall be responsible for real estate taxes and assessments levied or imposed upon the Properties payable in respect of the Current Tax Year and all periods after the Current Tax Year. In no event shall Sellers be charged with or be responsible for any increase in the real estate taxes or assessments levied or imposed upon the Properties resulting from the transfer of the Properties herein contemplated or from any improvements made or Leases entered into at any time or for any reason. In the event that any assessments levied or imposed upon the Properties are payable in installments, the installment for the Current Tax Year shall be prorated in the manner set forth above and Purchaser hereby assumes the obligation to pay any such installments due on and after the Closing Date.

6.1.3 Charges and fees due under contracts for the supply to the Properties of heat, steam, electric power, gas, light, and telephone, if any, in respect of the billing period of the related service provider in which the Closing Date occurs (the "Current Billing Period") on a per diem basis based upon the number of days in the Current Billing Period prior to the Closing Date (which shall be allocated to the applicable Seller) and the number of days in the Current Billing Period on and after the Closing Date (which shall be allocated to Purchaser) and assuming that all charges are incurred uniformly during the Current Billing Period (it being agreed that all deposits, if any, made by Sellers as security under any such public service contracts shall be credited to the applicable Seller if such amounts remain on deposit after the Closing for the benefit of Purchaser; provided, however, that Sellers shall be entitled in its sole discretion to receive a refund of such security deposits directly from any such service provider without credit to Purchaser).

6.1.4 Any charges or fees for transferable licenses and permits for the

Properties.

6.1.5 Any charges payable under any Contract on the basis of the period covered by such payments.

6.1.6 Wages, salaries, payroll benefits, contributions due to the building service 32-BJ, health, pension, training, legal and SRSP Funds, the I.B.O.D.U. Health & Welfare Fund, the Local 713 Annuity Fund and to any other pension, health or welfare fund in which the Employees (as hereafter defined) participate, and the union benefits of Employees, if any.

6.1.7 Fuel, if any, then stored at the Properties on the basis of Sellers' last cost therefor, including sales tax, as evidenced by a written statement of Sellers' fuel oil supplier, which statement shall be conclusive as to quantity and cost.

6.1.8 Administrative fees allowable by law on Tenant security deposits.

6.1.9 Intentionally omitted.

6.1.10 At Closing, (i) Sellers shall receive a prorated credit for any charges, fees, expenses or other monies paid pursuant to Paragraph 7.02 of the administrative agent agreement with HPDC (as such term is hereinafter defined) on the date of Closing; (ii) Sellers shall receive a prorated credit for any free rent provided to a Tenant in occupancy on the Closing Date; and (iii) Purchaser shall expressly assume any and all payment obligations due and owing under any such agreements to the extent that such obligations accrue on or after the Closing Date.

6.1.11 At Closing, Sellers shall receive a credit for any payments theretofore made by Sellers in connection with the Foodtown Lease (as hereinafter defined) including, but not limited to, brokerage, tenant inducement costs and other tenant fees as of the date hereof as set forth on **Exhibit H-1** annexed hereto.

6.1.12 Intentionally omitted.

6.1.13 All other items customarily apportioned in connection with sales of commercial buildings in the State and City of New York.

6.2 If there are water meters on the Properties, Sellers shall endeavor to furnish readings to a date not more than thirty (30) days prior to the Closing Date, and the unfixed meter charges and the unfixed sewer rents, if any, based thereon for the intervening time shall be apportioned on the basis of such last readings. If Sellers fail or are unable to obtain such readings, the Closing shall nevertheless proceed and the parties shall apportion the meter charges and sewer rents on the basis of the last readings and bills received by Sellers and the same shall be appropriately readjusted after the Closing on the basis of the next subsequent bills. Notwithstanding the foregoing, if any Tenant is obligated to pay water charges pursuant to such Tenant's Lease, any such unpaid water charges shall not be apportioned, Purchaser shall look solely to such Tenant(s) for the payment of same, Purchaser shall take title subject to any such unpaid water meter charges owing by such Tenant(s) and no such unpaid water charges shall be deemed an objection to title.

6.3 Sellers shall not be required to assign any policies of insurance in respect of the Properties to Purchaser and Purchaser shall be responsible for obtaining its own insurance as of the Closing Date. Purchaser shall take all necessary actions required to transfer all utility accounts to Purchaser as of the Closing Date.

The provisions of this Section 6 shall survive the Closing; provided, however, that any re-prorations or re-apportionments shall be made as and when required under Section 6.1 above. Any corrected adjustment or proration shall be paid in wire transferred funds to the party entitled thereto.

7. Representations and Warranties of the Parties; Certain Covenants.

7.1 Each Seller, representing and warranting solely as to such Seller and the Property being sold by such Seller, represents, warrants and covenants to and with Purchaser that the following are true and correct on the date hereof:

7.1.1 Each Seller is a limited liability company duly formed and in good standing under the laws of the state of its organization or formation and, upon approval of the Bankruptcy Court, shall have the requisite power and authority to enter into and to perform the terms of this Agreement. Subject to entry by the Bankruptcy Court of (i) the Bid Protections Order (as defined below) approving the payment of the Break-Up Fee (as hereinafter defined), and (ii) the Confirmation Order, Sellers are not subject to any law, order, decree, restriction or agreement which prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. Subject to entry of (x) the Bid Protections Order and (y) the Confirmation Order, the execution and delivery of this Agreement, including any obligation to pay Purchaser the Break-Up Fee under Section 35.1(c), and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of Sellers, and will be authorized by the Bankruptcy Court. This Agreement constitutes, and each document and instrument contemplated hereby to be executed and delivered by Sellers, when executed and delivered, shall constitute the legal, valid and binding obligation of Sellers enforceable against Sellers in accordance with its respective terms (subject to (a) entry of the orders of the Bankruptcy Court authorizing the transaction contemplated herein, and (b) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally).

7.1.2 No Seller is a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "Code").

7.1.3 Subject to entry of the Bid Protections Order and the Confirmation Order, neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, or requires Sellers to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Sellers.

7.1.4 The information concerning written Leases set forth on **Exhibits B-1 and B-2**, respectively attached hereto is accurate in all material respects. Except as otherwise set forth on **Exhibits B-1 and B-2**, respectively, the Leases or elsewhere in this Agreement:

(a) to Seller's knowledge, all of the Leases are in full force and effect;

(b) no renewal or extension option has been granted to any Tenant, except as required by law or by recorded regulatory agreements;

(c) no Tenant has an option to purchase all or any portion of the Properties;

(d) **Exhibits B-3 and B-4**, respectively, set forth the amount of security deposits (both cash security deposits and Non-Cash Security Deposits) required to be held by Sellers pursuant to each Lease in effect as of the date set forth on the applicable exhibit; it being acknowledged that Sellers will provide a credit to Purchaser at Closing in the amount of all cash security deposits in such amounts as are required to be held by Sellers pursuant to the Leases and shall cooperate to transfer all Non-Cash Security Deposits in accordance with Section 6.1.1(d) above;

(e) all tenant improvement allowances and leasing commissions currently due and payable by Sellers as landlord under or in connection with the current terms of residential Leases have been paid in full;

(f) the brokerage, tenant improvement allowance and landlord's portion of the tenant improvement work under and by reason of the lease by and between Denizen Y LLC, as landlord, and 54 Noll LLC, as tenant, dated as of November 13, 2018 (the "Foodtown Lease") have not been fully paid by Sellers as set forth in **Exhibit H-1**; and it shall be the obligation of Purchaser to (i) reimburse Sellers at Closing for any payments made by such Sellers in accordance with **Exhibit H-1** and (ii) take subject to all obligations of Sellers under the Foodtown Lease.

7.1.5 No Seller has entered into any Contracts which will be binding on Purchaser after the Closing, except for (i) the Contracts set forth on **Exhibits C-1 and C-2**, respectively and (ii) such other Contracts which may be terminable by Purchaser following the Closing on not more than thirty (30) days' notice without penalty or other fee for such termination.

7.1.6 Annexed hereto and made a part hereof as **Exhibit J** is a list of the names, job titles, date of hire, wage rate and status of the present building service employees (including those on lay-off, furlough or a leave of absence) employed by Planned Building Services, Inc. and Dynamic Building Services Inc. at the Properties on the date hereof. There are no Employees at the Properties employed by Sellers.

7.1.7 Except as set forth in the Title Report, to each Seller's knowledge, as of the date of this Agreement, there is no pending action, suit or other proceeding against the Property owned by such Seller or against such Seller with respect to the Property owned thereby that if adversely determined would have a material adverse effect on such Seller's ability to

consummate the transactions contemplated hereby.

7.1.8 No Seller has entered into and is not otherwise subject to any agreements currently in effect pursuant to which such Seller has granted any purchase rights, rights of first refusal or options to purchase all or any part of the Properties, except for the agreement between Sellers and Melrose Noll Brooklyn LLC dated January 15, 2020 (the "Expired Agreement"), and Sellers shall dispute any claim as to the enforceability of the Expired Agreement in the Seller Bankruptcy Proceedings.

7.1.9 No Seller has received written notice of any pending or threatened condemnation or eminent domain proceedings that would affect the Properties.

7.1.10 No Seller nor, to such Seller's knowledge, any of its equity owners nor any of their respective employees, officers, or directors, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control of the Department of the Treasury ("OFAC") (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any similar statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other similar governmental action.

7.1.11 No Seller has initiated any proceedings for refunds or adjustments of real estate taxes and assessments levied, assessed or pending against the Property or to reduce the assessed valuation of the Property, except as set forth on **Exhibit P** annexed hereto.

7.1.12 On the date hereof there are no rent strikes by the residential Tenants affecting the Properties. For the purposes of this representation 7.1.12, a "rent strike" shall mean the concerted effort by not less than ten percent (10%) of the Tenants to withhold rent in order to

obtain certain work or concessions from the Sellers, acting in concert.

7.1.13 To Sellers' knowledge, Sellers have not received written notice from any governmental agency cancelling, revoking, challenging or withdrawing the 421-a tax benefit presently applicable to the Properties.

7.1.14 To Sellers' knowledge, Sellers have made available to Purchaser true and complete copies of the Leases.

Any and all uses of the phrase "to Seller's (or Sellers') knowledge" or words of similar import in this Agreement shall mean the actual knowledge of Asaf Ravid (the "Seller Knowledge Individual"). Without limiting the foregoing, Purchaser acknowledges that the Seller Knowledge Individual has not performed and is not obligated to perform any investigation or review of any files or other information in the possession of Sellers or to make any inquiry of any persons or to take any other actions in connection with the representations and warranties set forth in this Agreement. Neither the actual knowledge of any other individual or entity or the constructive knowledge of the Seller Knowledge Individual, or any other individuals or entities shall be imputed to the Seller Knowledge Individual. Sellers represent that the Seller Knowledge Individual is a person affiliated with Sellers with knowledge of the operation of the Properties.

Subject to Sections 7.1 and 11.3, it shall be a condition to Purchaser's obligation to close hereunder that the representations and warranties of Section 7.1 are true and correct in all material respects on the Closing Date, except to the extent that the facts and circumstances underlying such representations and warranties may have changed subsequent to the date of this Agreement for any reason other than a breach by Sellers of their obligations under this Agreement (a "Non-breach Rep Change"). For the avoidance of doubt, Purchaser shall remain obligated to

close hereunder (without adjournment of the Closing Date or abatement of the Purchase Price) in the event of a Non-breach Rep Change.

The representations and warranties of Sellers set forth in Section 7.1 are subject to the following limitations: (i) Sellers do not represent or warrant that any particular Lease or Contract will be in force or effect as of the Closing, or that the Tenants or service providers, as the case may be, will not be in default thereunder; (ii) to the extent that Sellers have delivered or made available to Purchaser any Leases, Contracts or other documents or information with respect to the Properties at any time prior to the date hereof (or any such documents are of public record or otherwise made available to Purchaser in the Bankruptcy Proceedings) and such Leases, Contracts or other documents or information contain provisions inconsistent with any of such representations and warranties, then such representations and warranties shall be deemed modified to conform to such provisions and Purchaser shall be deemed to have knowledge thereof; and (iii) in the event that, prior to the Closing, Sellers shall deliver notice to either Jeffrey A. Goldberger or Andrew B. Cohen (each, a "Purchaser Knowledge Individual") that is contradictory to, and would constitute the basis of a breach of, any representation or warranty or failure to satisfy any condition on the part of Sellers, and Purchaser finds such misrepresentation or information objectionable (individually or collectively, as applicable, a "Breach"), then within five (5) Business Days thereafter and in all events prior to Closing (the "Breach Claim Period"), Purchaser shall deliver to Sellers a Claim Notice (as defined in Section 11.3) with respect to such Breach. The rights and obligations of the parties with respect to any such Breach and Claim Notice are governed by this Section 7.1 and Section 11.3. If Purchaser does not find such misrepresentation or information to be objectionable, or Purchaser fails to give a Claim Notice to Sellers within the Breach Claim Period (**time being of the essence**), then Purchaser shall be deemed to have irrevocably waived

the right to bring a Claim Notice based hereon, or bring any action based thereon. Without limiting the generality of the foregoing, Purchaser shall be deemed to know that any representation or warranty contained herein is untrue, inaccurate or breached to the extent that (1) either Purchaser Knowledge Individual has knowledge of any fact or information which is inconsistent with such representation or warranty or (2) this Agreement or any Leases or other documents information with respect to the Properties delivered or made available to Purchaser (or of public record or otherwise available to Purchaser in a Bankruptcy Proceeding) contains provisions inconsistent with any of such representations and warranties. Until Closing, Sellers shall endeavor to update any representation or warranty in this Agreement to correct any mistake and/or to reflect any matter which arises subsequent to the date of this Agreement and Sellers shall endeavor to remedy any misrepresentation, but the failure to do so shall not be a default by Sellers.

The representations and warranties of Sellers set forth in Section 7.1 and elsewhere in this Agreement shall not survive the Closing.

7.2 Purchaser warrants, represents and covenants to and with Sellers that the following are true and correct on the date hereof:

7.2.1 Purchaser is a limited liability company duly organized or formed and in good standing under the laws of the state of its organization or formation and has the requisite power and authority to enter into and to perform the terms of this Agreement. Purchaser is not subject to any law, order, decree, restriction, or agreement which prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of Purchaser. This Agreement constitutes, and each document and instrument contemplated hereby to be executed and delivered by

Purchaser, when executed and delivered, shall constitute the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its respective terms.

7.2.2 Neither the execution, delivery and performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Purchaser.

7.2.3 There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

7.2.4. Purchaser is not a person and/or entity with whom Sellers are restricted from doing business under the Internal Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq.; the Trading With The Enemy Act, 50 U.S.C. App. Section 5; the U.S.A. Patriot Act of 2001; any executive orders promulgated thereunder, any implementing regulations promulgated thereunder by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") (including those persons and/or entities named on OFAC's List of Specially Designated Nationals and Blocked Persons); or any other applicable law of the United States.

The representations set forth in this Section 7.2 shall survive the Closing.

7.3 Purchaser agrees and acknowledges that, except as specifically set forth in this Agreement, neither Sellers nor any of the Seller Related Parties, nor Broker nor any agent nor any representative nor any purported agent or representative of Sellers or any of the Seller Related

Parties or Broker have made, and neither Sellers nor any of the Seller Related Parties nor Broker are liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Properties or any part thereof. Without limiting the generality of the foregoing, Purchaser has not relied on any representations or warranties, and Sellers, the Seller Related Parties and Broker have not made any representations or warranties other than as expressly set forth herein, in either case express or implied, as to (a) the current or future real estate tax liabilities, assessments or valuations of the Properties, (b) the potential qualification of the Properties for any and all benefits conferred by Federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated, (c) the compliance of the Properties, in their current or any future state, with applicable zoning ordinances and the ability to obtain a change in the zoning or a variance with respect to the Properties' non-compliance, if any, with said zoning ordinances, (d) the availability of any financing for the alteration, rehabilitation or operation of the Properties from any source, including, but not limited to, any state, city or Federal government or any institutional lender, (e) the current or future use of the Properties, including but not limited to the Properties' use for commercial purposes, (f) the present and future condition and operating state of any and all machinery or equipment on the Properties and the present or future structural and physical condition of any building or its suitability for rehabilitation or renovation, (g) the Regulatory Agreement and the compliance of the Properties therewith, (h) the Mapping Agreement and the compliance of the Properties therewith, (i) the Union Agreements, (j) the CBA, (k) the Union Assumption Agreement (as hereinafter defined), (l) any management agreements and/or master leases affecting any portion of the Properties and the effect of their termination by Sellers at Closing, (m) any administrative agent

agreement with HDFC or HDC regarding the Properties; (n) the Restrictive Declaration and any and all matters relating thereto (including but not limited to the status of compliance with any obligations thereof), (o) the Sellers' Construction Obligations Indemnification Agreement (as hereinafter defined) and any matters relating or ancillary thereto, (p) the Fresh Declaration and any and all matters relating or ancillary thereto, (q) the ownership or state of title of any personal property on the Properties, (r) the presence or absence of any Laws and Regulations or any Violations, (s) the ability to relocate any Tenant (including but not limited to any Employee) or to terminate any Lease, and (t) the layout, leases, rents, income, expenses, operation, agreements, licenses, easements, instruments, Contracts or documents of or in any way affecting the Properties. Further, Purchaser acknowledges and agrees that neither Sellers nor any of the Seller Related Parties nor Broker are liable for or bound by (and Purchaser has not relied upon) any verbal or written statements, representations or any other information respecting the Properties furnished by Sellers, any of the Seller Related Parties or Broker or any broker, employee, agent, consultant or other person representing or purportedly representing Sellers, any of the Seller Related Parties or Broker. The provisions of this Section 7.3 shall survive the Closing.

8. Closing Deliveries.

8.1 At or prior to the Closing, each Seller shall, with respect only to the Property being sold by such Seller, make, have made or caused to be made, the following deliveries:

8.1.1 Each Seller shall execute, acknowledge and deliver to Purchaser a bargain and sale deed without covenants against grantor's acts, sufficient to convey fee title to the Properties subject to and in accordance with the provisions of this Agreement, in the form attached hereto as **Exhibit E** and made a part hereof (each a "Deed"; collectively, the "Deeds").

8.1.2 Each Seller shall execute, acknowledge and deliver (or cause Denizen X LLC or Denizen Y LLC, whichever is the applicable landlord under the Leases to execute, acknowledge and deliver) to Purchaser an assignment of all of such Seller's right, title and interest as landlord or otherwise under each of the Leases in respect of the Property owned by such Seller, and of any security deposits required to be held by such Seller on the Closing Date, in the form attached hereto as **Exhibit F** and made a part hereof (the "Assignment of Leases").

8.1.3 Each Seller shall execute and deliver to Purchaser notices to the Tenants under the Leases advising them of the sale of such Seller's Property and that all rents are to be paid to Purchaser (or as Purchaser directs).

8.1.4 Each Seller shall execute, acknowledge and deliver to Purchaser a bill of sale, conveying and transferring to Purchaser all right, title and interest of such Seller, if any, in and to all fixtures, machinery, equipment, articles of personal property and improvements in the nature of personal property attached or appurtenant to, or located on, or used in connection with the use or operation of, or used or adapted for use in connection with the enjoyment or occupancy of such Seller's Property, including, without limitation, all assignable (without third party consent(s)) licenses, permits, warranties and guarantees and plans and specifications held by Sellers in connection with the Properties, specifically excluding, however, any personal property of Tenants (the "Bill of Sale") in the form attached hereto as **Exhibit G** and made a part hereof.

8.1.5 Each Seller shall deliver to Purchaser all keys, cards and access codes to all portions of such Seller's Property, to the extent in such Seller's possession or control.

8.1.6 Each Seller shall deliver to Purchaser a certificate, duly executed and acknowledged by such Seller, in accordance with Section 1445 of the Code.

8.1.7 Each Seller shall execute, acknowledge and deliver a Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, Form TP-584 in respect of such Seller's Property (the "State Transfer Tax Return").

8.1.8 Each Seller shall execute, acknowledge and deliver a New York City Department of Finance Real Properties Transfer Tax Return in respect of such Seller's Property (the "City Transfer Tax Return").

8.1.9 Each Seller shall execute, acknowledge and deliver Form RP-5217-NYC in respect of such Seller's Property (the "Equalization Form").

8.1.10 Purchaser shall either retain Planned Building Services, Inc. and Dynamic Building Services Inc., which retention shall include maintaining all of the Employees

employed by said entities on behalf of and for the benefit of the Properties, or Purchaser shall hire one or more other managing agents or management companies to employ all of the Employees on terms and conditions as presently in effect, to avoid any liability to Sellers to such Employees or under and pursuant to the collective bargaining agreements affecting such Employees. Sellers or Sellers' agent shall provide at least sixty (60) days' notice by registered mail to Local 713 of its intent to terminate the Local 713 CBA upon its expiration on October 31, 2021 as required under Article XXXVI of the Local 713 CBA, in the form of **Exhibit T** annexed hereto. If required to avoid any liability to Sellers on account of the Employees or collective bargaining agreements, Sellers shall deliver to Purchaser the Union Assumption Agreement in the form of **Exhibit L** annexed hereto.

8.1.11 Intentionally omitted.

8.1.12 Intentionally omitted.

8.1.13 Each Seller shall deliver to Purchaser to the extent in such Seller's possession, original leases, or if not available, copies of all the Leases together with all other lease files in such Seller's or its agent's possession.

8.1.14 Each Seller shall deliver to the Title Company a limited liability company resolution of such Seller authorizing the transaction contemplated herein and the execution and delivery of the documents required to be executed and delivered hereunder, and an affidavit of title in the form of **Exhibit Q** annexed hereto.

8.1.15 Each Seller shall execute and deliver to Purchaser an assignment of all of such Seller's right, title and interest in and to the Contracts set forth on **Exhibit C-1** and **C-2** (as applicable), to the extent same are assignable, and all other Contracts entered into after the date hereof, to the extent permitted pursuant to this Agreement, in the form attached hereto

as **Exhibit I** and made a part hereof (the "Assignment of Contracts").

8.2 Reasonably promptly following the issuance of the Bid Protections Order, Sellers shall request that the tenants under the Foodtown Lease (the "Foodtown Lease Tenant") and the coffee shop tenant (the "Coffee Shop Tenant") execute and deliver estoppel certificates substantially in the form attached hereto as **Exhibit H** and made a part hereof (the "Foodtown Estoppel Certificate" and the "Coffee Estoppel Certificate"). Sellers have advised Purchaser that in connection with the Foodtown Lease, there remains open completion of landlord's obligations for tenant work and/or for payment of landlord's portion of tenant's improvement work, as disclosed on **Exhibit H-1** attached hereto. In the event Sellers fail to deliver the Foodtown Estoppel Certificate or the Coffee Estoppel Certificate within thirty (30) days following request therefor, Sellers will contact the applicable Tenant and request the Foodtown Estoppel Certificate and/or Coffee Estoppel Certificate. The delivery of the Foodtown Estoppel Certificate or the Coffee Estoppel Certificate shall not be a condition to Purchaser's obligation to close and such failure shall not constitute a failure of a condition of any kind, and Purchaser shall nevertheless be obligated to close hereunder. In the event Sellers fail to deliver the Foodtown Estoppel Certificate and the Coffee Estoppel Certificate prior to the Closing, Sellers shall execute and deliver to Purchaser an applicable owner's estoppel certificate in the form of **Exhibit H-2** annexed hereto (the "Owner's Estoppel Certificate"), which certificate will not survive the Closing and will not result in any liability to Sellers whatsoever. The final sentence of this Section 8.2 shall survive the Closing.

8.3 At or prior to the Closing, Purchaser or its agents shall make, have made or caused to be made, the following deliveries:

8.3.1 Purchaser shall pay to Sellers the balance of the Purchase Price

required pursuant to Section 3.2.4 hereof, and shall deliver notice as may be required by Escrow Agent to pay the Downpayment to Sellers.

8.3.2 Purchaser shall deliver to Sellers a consent of Purchaser's members required under its operating or similar agreement to the transactions contemplated herein.

8.3.3 Purchaser shall execute, acknowledge and deliver to Sellers a counterpart of the Assignment of Leases.

8.3.4 Purchaser shall execute, acknowledge and deliver to Sellers a counterpart of each of the State Transfer Tax Returns.

8.3.5 Purchaser shall execute, acknowledge and deliver to Sellers a counterpart of each of the City Transfer Tax Returns.

8.3.6 Purchaser shall execute, acknowledge and deliver to Sellers a counterpart of each of the Equalization Forms.

8.3.7 Purchaser shall acknowledge receipt of copies of the Leases and lease files delivered by Sellers.

8.3.8 Purchaser shall execute and deliver to Sellers a counterpart of each of the Assignments of Contracts.

8.3.9 If required to avoid any liability to Sellers on account of the Employees or collective bargaining agreements, Purchaser shall execute and deliver to Sellers the Union Assumption Agreement in the form of **Exhibit L** annexed hereto.

8.3.10 Purchaser shall execute and deliver to Sellers the RD Assumption Agreement in the form of **Exhibit M** annexed hereto.

8.3.11 Intentionally omitted.

8.3.12 If executed by Sellers prior to Closing, Purchaser shall execute and

deliver to Sellers counterparts of any documents necessary to cause the assignment and assumption of any agreement with HDFC or HDC regarding the Properties in accordance with this Agreement.

8.4 Sellers and Purchaser, at the Closing, shall prepare, execute and deliver to each other, subject to all the terms and provisions of this Agreement, (a) a closing statement setting forth, inter alia, the closing adjustments and material monetary terms of the transaction contemplated hereby and (b) such other instruments and documents as may be reasonably required to effectuate the consummation of the transactions described in this Agreement. Sellers shall endeavor to deliver to Purchaser two (2) Business Days in advance of the Closing a proposed closing statement (which may contain estimates or blanks for numbers not then known to Sellers; but the failure to provide same shall not delay or affect the Closing hereunder).

9. Interim Responsibilities and Other Property Matters.

9.1 Sellers agree that during the period between the date hereof and the Closing Date:

9.1.1 Sellers will manage and, subject to Section 9.1.3, lease the Properties or will cause the Properties to be managed and, subject to Section 9.1.3, leased under policies substantially similar to those existing prior to the date hereof, provided that Sellers shall have no obligation to make any capital improvements or replacements to the Properties or any portion thereof.

9.1.2 Without limiting Section 9.1.1, Sellers may terminate the Lease of any Tenant that is in default in its obligations pursuant to such Lease, provided that in no event may Sellers apply any security deposits of a Tenant except in compliance with and pursuant to the provisions of HSATPA of 2019 and unless such Tenant has vacated the Properties and its Lease has been terminated.

9.1.3 Except as otherwise provided herein, Sellers shall not enter into new Leases for space in a Building which is presently vacant or which may hereafter become vacant or modify an existing Lease. Sellers shall not enter into Leases for residential space in a Building which is presently vacant and has never been occupied (each, an "Initial Lease"), without the consent of Purchaser, not to be unreasonably conditioned, withheld or delayed, provided that such New Lease is on market rate terms and otherwise satisfies the conditions under a Qualified Lease (as defined below). Sellers may enter into renewals of existing residential Leases or rent units which become vacant and are not Initial Leases (together, a "Lease Renewal") so long as the same are "Qualifying Leases" (as hereinafter set forth) and Purchaser consents to the same (such consent not to be unreasonably withheld, conditioned or delayed). A "Qualifying Lease" is lease for a residential unit (i) for a term not less than one (1) year and not to exceed two (2) years, (ii) at the maximum lawful rental rate, with legal escalations, with tenants who qualify under the Building credit/income requirements and with concessions that are prevailing in the market of comparable units, but in no event not more than three months; (iii) are in the appropriate form (including all applicable riders) in the form attached hereto as **Exhibit S** (or with respect to those residential units subject to affordable housing restrictions, in such form as may be required by applicable law or regulatory agreement including, without limitation, 421-a rules and regulations), and (iv) not to a Seller Related Party or family member thereof. Purchaser's leasing representative shall meet with Sellers' leasing representative at regular intervals (anticipated to be weekly) for the purpose of analyzing and addressing changes to the leasing criteria set forth in this Section 9.1.3, and Purchaser and Sellers shall use commercially reasonable efforts to agree upon the applicable standards for a Qualifying Lease. Sellers will consider all reasonable suggestions made by Purchaser's representative, provided that Sellers' failure or refusal to accept any suggestion made

by Purchaser's representative shall not be a default hereunder nor shall same afford Purchaser any right to delay the Closing, terminate this Agreement or receive an abatement of the Purchase Price. Except as set forth above, Sellers shall not permit occupancy or enter into any Initial Lease or Lease Renewal without first giving Purchaser written notice (which may be by email transmission to Jay Fehskens at jfehskens@atlas-cap.com) ("Sellers' Leasing Notice") of the identity of the proposed tenant or the proposed Initial Lease or Lease Renewal, together with a summary of the terms thereof, and (b) a statement of the amount of Leasing Costs (as hereafter defined), if any, in connection therewith and the terms of payment thereof. Purchaser shall respond to Sellers by written notice (which may be by email transmission to such person as Seller shall hereafter designate) regarding an Initial Lease or Lease Renewal within one (1) Business Day following Purchaser's receipt of Sellers' Leasing Notice. If Purchaser denies its consent to any Initial Lease or Lease Renewal, then Sellers shall not enter into such Initial Lease or Lease Renewal and, if such Lease Renewal (but not an Initial Lease) is a Qualifying Lease, commencing on the rent commencement date of such proposed Lease Renewal through the Closing Date, Purchaser shall pay to Sellers the rent and additional rent that would have been payable under such Lease Renewal. At Closing, Purchaser shall pay to Sellers all accrued and unpaid rent and additional rent otherwise due to Sellers in accordance with the prior sentence. If Purchaser fails to respond to Sellers' Leasing Notice within the time period specified above, such failure shall be deemed to be Purchaser's consent. All Leasing Costs shall be prorated over the term of the applicable Initial Lease or Lease Renewal and apportioned at Closing. All Initial Leases and Lease Renewals shall be substantially in the form of the applicable lease (with those applicable and necessary rider(s)) annexed hereto as **Exhibit S**. Notwithstanding the foregoing, Sellers shall have the right to enter

into Lease Renewals as required by the Regulatory Agreement without the consent of Purchaser, so long as the same are at rates and in the form required by applicable law.

9.1.4 For the avoidance of doubt, between the date hereof and the Closing Date, Sellers shall not be obligated to undertake, remedy, attempt to remedy or take any other action (including but not limited to expending any monies, costs and/or expenses) with respect to any of those issues enumerated on **Exhibit H-1**, and at Closing (unless expressly stated herein to the contrary) Purchaser shall expressly assume each such obligation and indemnify Sellers and the Seller Related Parties for any and all loss, obligation, damage, liability, costs, expenses and fees (including reasonable attorneys' fees actually incurred) with respect to each and every one of such items. The provisions of this Section 9.1.4 shall survive the Closing.

9.1.5 Sellers will maintain property and liability insurance coverage in the ordinary course of Sellers' business with respect to the Properties from the date hereof through the Closing Date or earlier termination of this Agreement.

9.1.6 Sellers will not grant any lien or cause any instrument to be recorded that would further encumber the Properties in any manner.

9.1.7 Within fourteen (14) days after the execution of this Agreement by all of the parties hereto, each of the Sellers shall obtain the Series E Bondholder Approval and Mezz Lender Approval, each defined below, which will be documented in the Executed RSA, defined below, consenting to the sale to Purchaser pursuant to the terms of this Agreement and to the execution by MREF REIT Lender 9 LLC and Mishmeret Trust Services, Limited, in its capacity as Trustee on behalf of the holders of the Series E Bonds to that certain assignment agreement among such parties and Purchaser, attached hereto as Exhibit W (the "Assignment Agreement"). Within the later of one (1) Business Day thereafter or fourteen (14) days following

the date hereof, each of the Sellers shall commence the Seller Bankruptcy Proceedings, and simultaneously, shall file a motion seeking an order approving the payment of the Break-Up Fee and the Expense Reimbursement (as hereinafter defined), in a form substantially similar to Exhibit R attached hereto (the "Bid Protections Order"). The fourteen (14) day period referenced above may be extended by Sellers by seven (7) days provided within seven days following the date hereof (a) the RSA and the Assignment Agreement have been agreed upon by all of the parties thereto and in execution form and (b) the Series E Bondholder meeting for voting scheduled. Within two (2) Business Days of the notice to Purchaser of the entry of the Bid Protections Order, Purchaser shall cause to be deposited with Escrow Agent the Additional Downpayment as set forth at Section 3.2.2. If the Bid Protections Order is not entered within twenty-one (21) days from the petition date of the Seller Bankruptcy Proceedings or if the Series Bond E Approval and Mezz Lender Approval are not obtained within the applicable period provided above, Purchaser may terminate this Agreement, whereupon the Initial Downpayment shall promptly be refunded by Escrow Agent to Purchaser, Seller shall pay to Purchaser the Expense Reimbursement and the parties shall have no further obligation to each other except for those obligations intended to survive the termination of this Agreement. If the Purchaser elects to not terminate, it will retain the right to terminate until such time as the Bid Protection Order is entered, and the Outside Date shall be extended by the number of days in addition to the twenty-one (21) days needed to obtain Bankruptcy Court approval of the Bid Protections Order (but in no event later than the Extended Outside Date (as hereinafter defined)). If the Purchaser elects to no longer wait for the Bankruptcy Court to enter the Bid Protection Order after the twenty-one (21) days, the Purchaser may terminate this Agreement in accordance with this Section 9.1.7 upon five (5) Business Days' notice to Sellers. If the Bid Protections Order is rejected by the Bankruptcy Court , then Purchaser shall make its

election to terminate this Agreement in accordance with this Section 9.1.7 within five (5) Business Days after notice of the issuance of such order rejecting the Bid Protections Order, time being of the essence.

9.1.8 Sellers shall use commercially reasonable efforts to take the following actions:

(i) Sellers shall file a motion in the Seller Bankruptcy Proceedings to establish a deadline for filing claims against the Sellers within fourteen (14) days of the filing of the Seller Bankruptcy Proceedings.

(ii) Sellers will file a (x) a joint chapter 11 plan for the Sellers to implement the terms of this Agreement (the "Plan"), (y) a disclosure statement in support of the Chapter 11 Plan (the "Disclosure Statement"), and (z) a motion seeking Bankruptcy Court approval of the Disclosure Statement, implementing procedures for soliciting votes on the Chapter 11 Plan and scheduling a hearing for the confirmation of the Chapter 11 Plan, in each case within thirty (30) days of filing of the Seller Bankruptcy Proceedings.

(iii) Sellers shall serve solicitation packages within ten (10) days of entry of an order by the Bankruptcy Court approving the Disclosure Statement and procedures for soliciting votes on the Chapter 11 Plan.

(iv) Provided the Confirmation Order was entered and is not stayed on the Closing Date, Sellers shall cause the Chapter 11 Plan's "Effective Date" and the Closing of the sale of the Properties to occur on or before the Outside Date (but in no event later than the Extended Outside Date (as hereinafter defined)).

9.1.9 In the event a milestone enumerated in Section 9.1.8 (i), (ii) or (iii) shall fail to occur as and when required thereunder, Purchaser may, in in its sole discretion,

extend the Outside Date on a day-for-day basis until such milestone shall have been completed; provided that in no event may Purchaser extend the Outside Date beyond the one-year anniversary of the commencement date of the Seller Bankruptcy Proceedings (such date, the "Extended Outside Date").

9.1.10 Before it is filed with the Bankruptcy Court, Sellers shall provide Purchaser the right to review the Chapter 11 Plan and confirm that the terms thereof that relate to this Agreement are consistent herewith (including, but not limited to, provisions regarding the treatment of claims and interests of competing creditors and interest holders that directly impact the Closing of the transactions contemplated hereunder). Sellers agree (i) promptly to proceed to obtain approval of the Chapter 11 Plan in accordance with the timing provisions of Section 9.1.9, (ii) to take all commercially reasonable actions necessary to obtain the Confirmation Order and (iii) not to do anything to, intentionally and in bad faith, hinder, delay, disrupt, interfere in or undermine the process of obtaining the Confirmation Order.

9.1.11 Upon execution of this Agreement through termination of this Agreement in accordance with the terms hereof, Sellers shall not market, solicit or respond to offers for or provide due diligence information with respect to the Properties or negotiate with any other party with respect to the possible sale of all or any part of the Property (subject in each case to applicable fiduciary duties of Sellers with respect to unsolicited expressions of interest**,** offers or bids and any Bankruptcy Court order that might be entered providing for or requiring a marketing and auction process).

9.2 In the event Sellers enter into any Initial Lease or Lease Renewal pursuant to Section 9.1.3 hereof, including, without limitation, a Lease Modification that is required by the applicable Lease, by law or by any agreement to which the Properties are subject, then subject to

the adjustments provided in Section 9.1.3 above, Purchaser shall be solely liable for all costs incurred in connection with such transaction, including, without limitation, leasing commissions, costs of any improvements performed for the tenant and tenant finish allowances payable under such lease and reasonable legal fees (collectively, "Leasing Costs") and shall reimburse Sellers at Closing for the portion of such Leasing Costs prorated over the term of the Initial Lease or Lease Renewal and apportioned as of the Closing Date and shall pay all other Leasing Costs as and when the same become due and payable, provided that the same are adjusted at the Closing. In the event any tenant improvement work is in progress as of the Closing Date ("Pending TI Work"), then at the Closing: (i) Sellers shall assign to Purchaser and Purchaser shall assume any design and construction contracts, plans and specifications and building permits relating to such work, and (ii) if any of the Tenants for whom the Pending TI Work is being performed is obligated under its Lease to pay a portion of the cost thereof, and if such Tenant has paid or advanced to Sellers, as landlord, any portion of such costs, then Purchaser shall receive a credit at Closing for any portion of such sums that have not yet been paid or applied by Sellers to the construction and design costs of the Pending TI Work.

9.3 Between the date hereof and the Closing Date, Purchaser and Purchaser's lenders, partners, appraisers, consultants, architects, engineers, brokers and other design and construction professionals shall be afforded reasonable access to the Properties required by Purchaser in connection with its preparation for the Closing, subject in all events to the rights of Tenants pursuant to their Leases. Purchaser agrees that in entering upon and inspecting or examining the Properties, it will not communicate with the Tenants, any employees or any service providers without the prior written consent of Sellers to be given or withheld in Sellers' sole and absolute discretion, provided that Purchaser may exchange courteous social remarks in the event

of unintended exchanges if the representatives of Purchaser encounter Tenants or employees. Any access to the Properties required by Purchaser in connection with the inspection of the Properties contemplated hereunder shall be subject to the following terms and conditions (i) must be upon written notice to Sellers and during reasonable business hours, (ii) at all times Purchaser and its representatives shall be accompanied by a representative of Sellers when at the Properties and (iii) prior to any entry, Purchaser shall deliver to Sellers proof of the insurance listed below in the form of a certificate of insurance. Purchaser agrees to carry, or to require its authorized agents who access the Properties to carry, (i) a policy of commercial general liability insurance with a minimum limit of One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and Properties damage; and (ii) a workman's compensation or employer's liability insurance policy in accordance with the laws of the State of New York. The insurance shall be (a) issued by an insurance company or companies with a rating of no less than A-VIII in the then current Best's Insurance Guide, or that is otherwise acceptable to Sellers in its discretion, and that are admitted to engage in the business of insurance in the State of New York, and (b) name Sellers and its agents by endorsement as an additional insured under such general liability coverage. Purchaser agrees that its inspection activities shall not unreasonably interfere with the operation of the Properties or with any Tenants and Purchaser shall repair any and all damage caused to the Properties arising or resulting from such inspection. Sellers do not warrant that Purchaser shall be afforded access to tenanted areas.

9.3.1 Notwithstanding anything to the contrary contained in this Section 9.3, Purchaser shall not and shall not permit its employees, consultants, engineers and agents to conduct any soil test or sampling, boring, digging or any other physical intrusion of the Properties and/or the Improvements (collectively, "Testing") without the prior written consent of the

applicable Seller to be given or withheld in such Seller's sole and absolute discretion.

9.3.2 Purchaser hereby indemnifies, defends and holds harmless Sellers and Seller Related Parties from any and all claims, damages, liability, loss, cost and expense (including, without limitation, reasonable attorney's fees and disbursements) arising out of the acts of Purchaser, its representatives, partners, shareholders, agents, employees, licensees, invitees, contractors and consultants in connection with any inspection and/or Testing conducted at the Properties. The provisions of this Section 9.3.2 shall survive the Closing or earlier termination of this Agreement.

9.4 Employee Matters.

The term "Employment Liabilities" shall mean all obligations and liabilities (including reasonable attorneys' fees) incurred or suffered as a result of any claim by or on behalf of any Employee (as hereinafter defined) of Sellers or the Seller Related Parties or contracting parties on behalf of Sellers that arise under federal, state or local statute (including, without limitation, NY RPTL Section 421-a, Title 7 of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination and Employment Act of 1990, the Equal Pay Act, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Displaced Building Service Workers Protection Act (Section 22-505 of the Administrative Code of New York City) ("DBSWA"), the payment of wages or salaries or other amounts, hours, benefits, the payment of social security and similar taxes, worker's compensation and occupational safety, and all other statutes regulating the terms and conditions of employment, regulation or ordinance, the common law or inequity, or under any policy, agreement, understanding or promise, written or oral, formal or informal. Purchaser shall be solely responsible for and shall indemnify Sellers against and hold Sellers and Seller Related Parties harmless from any and all Employment

Liabilities arising on or after the Closing Date with respect to Employees employed at the Properties including, but not limited to, any claims for wages, salary and benefits provided to such Employees on and after the Closing Date, and any notices, payments, fines or assessments due to any governmental authority pursuant to any laws with respect to the employment, discharge or failure to hire any Employees at the Properties on and after the Closing Date. In connection therewith and not in limitation thereof:

9.4.1 Purchaser or its managing agent shall offer employment to those building service Employees (as defined in the DBSWA) employed at the Properties by Sellers or Sellers' affiliates or managing agents on the Closing Date (the "Employees"). To the extent required by the DBSWA, Sellers shall, no less than fifteen (15) calendar days before the Closing provide (or have its managing agent contract to provide) to Purchaser a full and accurate list of the Employees with name, address, date of hire and employment classification. Purchaser agrees to comply with the terms of the DBSWA.

9.4.2 Purchaser has been notified that the Properties are subject to the prevailing wage requirements of Section 421-a of the Real Property Tax Law. Not less than least thirty (30) Business Days prior to the Closing Date, Sellers shall send to the Office of the Attorney General of the State of New York written notice of this Agreement which shall include (i) confirmation of the notification that the Properties are subject to the prevailing wage requirements of Section 421-a of the Real Property Tax Law and (ii) the terms of this Section and Purchaser's assumption of all of Sellers' obligations to comply with the prevailing wage requirements.

9.4.3 Purchaser acknowledges that Sellers and/or Seller's agents have entered into the Union Agreements affecting the Employees and/or the Properties. Without limiting any other provision of this Section 9.4, (i) Sellers have informed Purchaser that Sellers

are bound by the terms of the Union Agreements; (ii) Sellers have provided or have made available to Purchaser copies of the Union Agreements or Sellers have directed Purchaser to contact the unions to obtain copies prior to Purchaser's execution of this Agreement and Sellers or Sellers' Agent shall provide the sixty (60) days' notice required under Section 8.1.10; (iii) Purchaser will, pursuant to the terms of this Agreement, offer to retain all Employees that if they accept their offers their employment will continue uninterrupted without loss of seniority, compensation, benefits or employment subject to the Union Agreements and applicable law; and (iv) Purchaser will execute an agreement with PBS Facility Services Inc., Platinum Amenity Services and Dynamic Building Services, causing such entities to remain responsible for the Employees at the Properties, which agreement shall provide for the continued retention of all Employees pursuant to and in accordance with their present terms of employment (including the applicable collective bargaining agreements), or Purchaser shall retain another management company or agent to cause each of the foregoing to occur, so that in all events Sellers shall have no liability whatsoever to the Employees or to the applicable unions. Purchaser further agrees if required to avoid any liability to Sellers on account of the Employees or collective bargaining agreements (except in the event that Purchaser executes a management agreement with a party who is a party to the Union Agreement on the Closing Date with respect to the Properties) to execute (or to cause such designee reasonably acceptable to Purchaser and the Union to execute) an assumption agreement in the form attached hereto as **Exhibit L** and made a part hereof (the "Union Assumption Agreement") to effectuate an assumption of the Union Agreements in Purchaser's (or its designee's) name (without modification or amendment). To the extent required by the Union Agreements, Purchaser shall also cause its designee to manage or which becomes the employer of the Employees to be a party to the Assumption Agreement. To the extent Sellers have executed a short-form pledge under and

pursuant to the Union Agreements or otherwise in connection with the unions that are subject to the Union Agreements, Purchaser agrees to assume the obligations thereunder. Sellers and the Employer will not change the Union employee staffing levels at the property between the date hereof and the Closing.

9.4.4 Each Building has an Employee who is titled a "super" or "handyman." Other Employees vary and, as of the date hereof, are as set forth on **Exhibit J** annexed hereto and made a part hereof. Regarding the "supers" or "handymen," the Employees have additional compensation and benefits (including with respect to an apartment unit) as described on **Exhibit J-1** annexed hereto and made a part hereof

9.4.5 The provisions of this Section 9.4 shall survive the Closing indefinitely.

9.5 At or prior to Closing, Sellers, at Sellers' sole cost and expense, shall terminate with no cost or liability to Purchaser (i) the management agreement affecting the Melrose Street Property between Seller 1 and All Year Management NY Inc.; (ii) the management agreement affecting the Noll Street Property between Seller 2 and All Year Management NY Inc. operating as Smart Management NY Inc.; and (iii) those master leases affecting some or all of the residential and commercial spaces at the Properties between Sellers and The NY Zen LLC. At Closing, Sellers shall provide proof of such terminations reasonably acceptable to Purchaser; provided in no event shall Sellers be obligated to disclose any confidential or privileged information relating to the management, ownership, financing and/or operations of the Properties. If requested by Purchaser, Sellers shall also provide a certificate reflecting that Leases executed by the counterparties on the master leases were and are for the benefit of Sellers hereunder, as landlords.

9.6 Purchaser expressly agrees and acknowledges that the Properties are subject to the Regulatory Agreement. At Closing, Sellers will assign all of their rights under the Regulatory Agreement to Purchaser, and Purchaser shall assume all of the obligations thereunder pursuant to the Assignment and Assumption of Regulatory Agreement.

9.7 Notwithstanding anything set forth in Section 9.6, Purchaser acknowledges that in furtherance of the Regulatory Agreement and Sellers' obligations thereunder, Sellers entered into that certain Administrative Agent Agreement Inclusionary Housing Program between the Housing Partnership Development Corporation ("HPDC") and Sellers dated June 29, 2017. HPDC submitted a proposal to Sellers dated October 14, 2016 to act as administrating agent and managing agent of the Properties. The proposal referred to an agreement to be executed with HPD (attached to the Regulatory Agreement) and refers to a Private Administrating Agent and Managing Agent Agreement between HPDC and Sellers.

9.8 Sellers have an open obligation to complete a public park between the two Buildings in accordance with the terms and conditions of the Restrictive Declaration. Sellers filed drawings with the applicable governmental agency for approval by City Planning on or about January 30, 2019, but have not completed the construction of the park in accordance with the Restrictive Declaration. Effective upon the Closing Date, Purchaser hereby (i) assumes and undertakes any and all obligations pursuant to the Restrictive Declaration at Purchaser's sole cost and expense, and (ii) indemnifies Sellers for any loss, obligation, cost or damage (including reasonable attorneys' fees) relating to the Restrictive Declaration and any obligations thereunder accruing from and after the Closing (including but not limited to the obligation to complete the public park and any purported non-compliance or delayed compliance therewith). The provisions of this Section 9.8 shall survive the Closing.

9.9 If construction obligations remain regarding incomplete aspects of the Properties (including, but not limited to, completion of the public park as described in Section 9.8 above), then Purchaser shall acquire the Properties subject to Sellers' construction obligations as set forth herein and in the JLL Report, and shall indemnify Sellers for any loss, cost or damage hereafter incurred by Sellers by reason thereof. The provisions of this Section 9.9 shall survive the Closing.

9.10 Intentionally omitted.

10. Conditions to Closing.

10.1 The obligation of Purchaser to consummate the Closing shall be subject to the satisfaction of each of the following conditions, any or all of which, other than the conditions set forth in sections 10.1(iii) and (iv), may be waived in whole or in part:

(i) Each of Sellers' representations and warranties set forth in this Agreement (as deemed to have been modified as permitted under Section 7.1) shall be true and correct in all material respects as of the Closing Date (provided that if any representation speaks as of a particular date or period, it will continue to speak as of such date or period), provided that (x) a representation or warranty shall not be deemed to have been breached and Sellers shall not be in default hereunder if the representation or warranty is not true and correct in all material respects as of the Closing Date by reason of changed facts and circumstances arising following the date hereof which are not prohibited pursuant to this Agreement and did not arise by reason of a breach of any covenant made by Sellers under this Agreement, and (y) subject to the preceding sub-clause (x), if there are any material inaccuracies in such representations and warranties (as so modified), Sellers may at their option elect to attempt to cure such inaccuracies, in which event the Closing Date shall be extended for a reasonable period to allow such condition to be satisfied,

but in no event later than the Outside Date. An inaccuracy in Sellers' representations and warranties shall be deemed to be material if it (a) materially adversely affects Sellers' ability to proceed to the Closing under this Agreement, or (b) requires a modification to Sellers' representations and warranties that in the aggregate with all such modifications or updates has a material adverse effect on the values or operations of the Properties.

(ii) Sellers shall have performed all of its material obligations under this Agreement required to have been performed at or prior to the Closing.

(iii) The Bankruptcy Court shall have entered the Confirmation Order, in form reasonably acceptable to Sellers and Purchaser, and such Confirmation Order (a) is final and non-appealable (which can be waived by Purchaser); (b) provides for the transfer of the Properties to Purchaser free and clear of all liens, claims, interests, and encumbrances, with any such liens, claims, interests, and encumbrances, to the extent not extinguished, to attach to the proceeds of the sale pursuant to Bankruptcy Code Section 1129(b)(2)(A)(ii); (c) contains findings of fact and conclusions of law fully invoking the protections of Bankruptcy Code sections 363(m) and (n); and (d) no court of competent jurisdiction shall have issued an order restraining, enjoining or otherwise prohibiting the Closing or making illegal the transactions contemplated by this Agreement.

(iv) Sellers shall have obtained the Series E Bondholder Approval and the Executed RSA.

(v) The 421-a tax benefit presently applicable to the Properties has not been challenged that if such challenge were successful would materially adversely affect the benefits conferred thereby, revoked or withdrawn by any governmental agency.

(vi) The Title Company shall be prepared to insure title to the Property subject to no exceptions except as permitted hereunder and payment of its standard premium.

10.2 In the event of the failure of any condition precedent set forth in Section 10.1, Purchaser, at its sole election, may (i) terminate this Agreement and receive from Sellers or Escrow Agent, as applicable, a return of its Downpayment; (ii) waive the condition and proceed to the Closing without an abatement of the Purchase Price; or (iii) extend the Closing Date for such additional period of time as may be reasonably required to allow such condition to be satisfied, but in no event beyond the Outside Date.

10.3 The obligation of Sellers to consummate the Closing shall be subject to the satisfaction of each of the following conditions, any or all of which, other than the conditions set forth in sections 10.3(iii) and (iv), may be waived in whole or in part by Sellers:

(i) Each of Purchaser's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date.

(ii) Purchaser shall have performed all of its material obligations under this Agreement required to have been performed at or prior to the Closing.

(iii) The Bankruptcy Court shall have entered the Confirmation Order, in form and substance satisfactory to Sellers and no court of competent jurisdiction shall have issued an order restraining, enjoining or otherwise prohibiting the Closing or making illegal the transactions contemplated by this Agreement; provided that if such a restraining or similar order is proposed or issued, Sellers shall use reasonable efforts to challenge and attempt to void or remove such an order.

(iv) Sellers shall have obtained the Series E Bondholder Approval, Mezz Lender Approval and the Executed RSA.

10.4 In the event of the failure of any condition precedent set forth in Section 10.3, Sellers, at their sole election, may (i) terminate this Agreement, in which event the Downpayment will be released to Sellers; (ii) waive the condition and proceed to the Closing (other than the conditions set forth in sections 10.3(iii) and (iv)); or (iii) extend the Closing Date for such additional period of time as may be reasonably required to allow Purchaser to satisfy such condition, but in no event beyond the Outside Date. Nothing set forth in this Section 10.4 shall affect Sellers' right or remedies under Section 10.3 with respect to any breach of this Agreement by Purchaser.

11. Limitation on Liability of Parties.

11.1 In the event Purchaser shall default in the performance of Purchaser's obligations under this Agreement after a Purchaser Cure Period (as hereinafter defined) (a "Purchaser Default"), Sellers shall be entitled to terminate this Agreement and to retain the Downpayment and any interest earned thereon as and for full and complete liquidated and agreed damages such Purchaser Default, and thereupon Purchaser shall be released from any further liability to Sellers hereunder. Notwithstanding the foregoing to the contrary, in the event Purchaser shall default in making timely payment of the First Additional Downpayment, the Second Additional Downpayment or in closing on the Closing Date, Purchaser shall not be entitled to a Purchaser Cure Period and upon Purchaser's default in timely making the First Additional Downpayment, the Second Additional Downpayment or in closing on the Closing Date, Sellers shall be entitled to terminate this Agreement and to retain the Downpayment and any interest earned thereon as and for full and complete liquidated and agreed damages for Purchaser's default, and thereupon Purchaser shall be released from any further liability to Sellers hereunder. For the purposes of this Section 11.1, in the event of any Purchaser Default other than failing timely to

pay the First Additional Downpayment, failing timely to pay the Second Additional Downpayment or failing to close on the Closing Date in accordance with the terms of this Agreement, Sellers shall give to Purchaser written notice of such default; and Purchaser shall have five (5) Business Days to remedy such default provided, if such default is not susceptible to cure within such five (5) Business Days and Purchaser commences curing such default within such five (5) Business Days, Purchaser shall be entitled to a reasonable extension of such five (5) Business Days not to exceed in the aggregate thirty (30) days (such period to cure, being a "Purchaser Cure Period"). SELLERS AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLERS MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DOWNPAYMENT AND ANY INTEREST EARNED THEREON, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLERS WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

11.2 In the event that Sellers shall default in the performance of Sellers' obligations under this Agreement and the Closing does not occur as a result thereof, Purchaser shall be entitled, as its sole and exclusive remedy to terminate this Agreement and instruct Escrow Agent to pay to Purchaser the Downpayment with the interest earned thereon, if any (upon which Sellers shall be released from any further liability to Purchaser hereunder for any other damages of any kind whatsoever, except in the limited events and to the limited extent specifically set forth at Article 35 hereof). Upon the Escrow Agent's return of the Downpayment (and, if applicable, the payment by Sellers to Purchaser under Article 35 hereof), this Agreement shall terminate and neither party hereto shall have any further obligations hereunder.

11.3 Notwithstanding anything to the contrary contained in this Agreement, any claim by Purchaser prior to the Closing of a Breach shall be made by Purchaser delivering to Sellers written notice (a "Claim Notice") within the Breach Claim Period, which Claim Notice shall set forth (a) a description in reasonable detail of the claimed Breach, (b) the section and subsection of this Agreement under which the claimed Breach is asserted, and (c) Purchaser's good faith calculation of the Damages directly resulting from such Breach (the "Claimed Damage"). Time shall be of the essence in respect of Purchaser's obligation to deliver to Sellers a Claim Notice as and when and in the manner herein provided. As used below, the term "Material Adverse Effect" means an aggregate Claimed Damage (when assessed, together with all other Claimed Damage), in an amount equal to or greater than TWO HUNDRED FIFTY THOUSAND AND 00/100 ($250,000.00) DOLLARS (the "Threshold Amount"). Purchaser's and Sellers' rights and remedies in respect of any alleged Breach shall, without limiting the foregoing, be as hereinbelow provided.

(i) If, prior to the Closing, there occurs or exists a Breach which does not have a Material Adverse Effect, then Purchaser shall have no remedy therefor and must proceed to the Closing with no adjustment of the Purchase Price. If, prior to the Closing, Purchaser shall assert a Breach, the Claimed Damage for which has a Material Adverse Effect (a "Material Breach"), then Purchaser may, as its sole and exclusive remedy, either (a) proceed to close title to the Properties without adjustment of the Purchase Price on account of such asserted Breach (it being understood and agreed that the closing of title hereunder under such circumstances shall be deemed to constitute the waiver by Purchaser, of any claims against Sellers for the Claimed Damage with respect to such Breach) or (b) terminate this Agreement by the giving of the Claim Notice, which termination shall be effective upon the expiration of the Termination Nullification

Period (as herein defined) unless Sellers have theretofore given a Termination Nullification Notice (as herein defined) as provided below. If Purchaser has elected properly to terminate this Agreement pursuant to clause (b) above, Purchaser shall receive a full refund of the Downpayment in accordance with Section 11.2 above; provided, however, that if Purchaser's Claimed Damage is less than $15,000,000.00, Sellers may nullify such termination with five (5) Business Days of receipt by Sellers of a Claim Notice from Purchaser electing to terminate this Agreement (the "Termination Nullification Period") by (i) delivering to Purchaser a notice nullifying such termination (a "Termination Nullification Notice") and (ii) either (A) crediting the Purchase Price in the amount by which the Claimed Damage exceeds the Threshold Amount (the "Material Breach Credit"), in which event Purchaser shall be required to close title to the Properties without further adjustment to the Purchase Price under this Section 11.3 or (B) if Sellers dispute that Purchaser is entitled to terminate this Agreement under this Section 11.3 because Sellers assert that either (1) no Breach has occurred or exists and/or, (2) the asserted Breach is not a Material Breach (a "Dispute"), delivering a Dispute Notice (as hereinafter defined) and depositing with Escrow Agent upon Closing an amount equal to the Material Breach Credit as described in Section 11.3(ii) below, in which event Purchaser shall be required to close title to the Properties without further adjustment of the Purchase Price, and such dispute shall be resolved pursuant to Section 11.3(iii) below.

(ii) If, prior to the Closing, Purchaser serves a Claim Notice asserting a Material Breach and Sellers have given a Termination Nullification Notice in accordance with Section 11.3(i), Sellers may dispute such Claim Notice by delivering written notice to Purchaser in the manner herein provided (a "Dispute Notice"). A Dispute Notice shall be given at or prior to the Closing or within five (5) Business Days of receipt of a Claim Notice if received more than five (5) Business Days prior to the scheduled Closing Date. If Sellers have given a Termination

Nullification Notice but do not deliver a Dispute Notice, then the parties shall proceed with the Closing as described above and the Purchase Price shall be reduced by the Material Breach Credit. If Sellers have given a Termination Nullification Notice and deliver a Dispute Notice, then Sellers shall deposit with Escrow Agent at the Closing an amount equal to the Material Breach Credit (the "Escrow Funds") to be held in escrow pending a resolution of the Dispute. Sellers may direct that a portion of the Purchase Price to be paid at Closing be paid to Escrow Agent to serve as the Escrow Funds. Provided Sellers have deposited the Escrow Funds with Escrow Agent pending resolution of the Dispute as hereinabove provided, Purchaser shall be required to close title to the Properties without adjustment of the Purchase Price on account of the Breach in Dispute.

(iii) The Dispute as set forth in Sellers' Dispute Notice shall be resolved pursuant to the accelerated procedures set forth in Section 27 of this Agreement. In no event shall Purchaser file or cause to be filed of record against the Properties a notice of lis pendens in connection with any Dispute.

(iv) Notwithstanding anything to the contrary herein contained, from and after the Closing Date, with respect to any asserted Breach of Sellers' representations, Sellers shall have no liability to Purchaser.

12. Fire or Other Casualty, Condemnation.

12.1 Sellers agree to give Purchaser reasonably prompt notice of any fire or other casualty occurring at the Properties of which Sellers obtain knowledge, between the date hereof and the date of the Closing, or of any actual or threatened condemnation of all or any part of the Properties of which Sellers obtain knowledge.

12.2 If prior to the Closing there shall occur (a) damage to the Properties caused by fire or other casualty which would cost an amount greater than SEVEN MILLION FIVE

HUNDRED THOUSAND AND 00/100 ($7,500,000.00) DOLLARS or more to repair, as reasonably determined by an engineer selected by Sellers which is reasonably satisfactory to Purchaser or (b) a taking by condemnation of any material portion of the Properties, then, and in either such event, Purchaser may elect to terminate this Agreement by written notice given to Sellers within ten (10) days after Sellers have given Purchaser the notice referred to in Section 12.1 hereof, or at the Closing, whichever is earlier, in which event Sellers shall promptly instruct Escrow Agent, to make a Downpayment Return, this Agreement shall thereupon be null and void and neither party hereto shall thereupon have any further obligation to the other, except for the provisions hereof intended to survive the termination of this Agreement. If Purchaser does not elect to terminate this Agreement, then the Closing shall take place as herein provided, without abatement of the Purchase Price, and Sellers shall assign to Purchaser at the Closing, by written instrument, all of Sellers' interest in and to any insurance proceeds or condemnation awards which may be payable to Sellers on account of any such fire, casualty or condemnation, shall deliver to Purchaser any such proceeds or awards actually theretofore paid, less any amounts (the "Reimbursable Amounts") (i) actually and reasonably expended or incurred by Sellers in adjusting any insurance claim or negotiating and/or obtaining any condemnation award (including, without limitation, reasonable attorneys' fees and expenses) and/or (ii) theretofore actually and reasonably incurred or expended by or for the account of Sellers for the cost of any compliance with laws, protective restoration or emergency repairs made by or on behalf of Sellers (to the extent Sellers have not theretofore been reimbursed by its insurance carriers for such expenditures), and Sellers shall pay to Purchaser the amount of the deductible, if any, under applicable insurance policy(ies) affecting the applicable Property, less all Reimbursable Amounts not received by Sellers from any insurance proceeds or condemnation awards paid to Seller prior to the Closing. The proceeds of

rent interruption insurance, if any, shall on the Closing Date be appropriately apportioned between Purchaser and Sellers.

12.3 If, prior to the Closing, there shall occur (a) damage to the Properties caused by fire or other casualty which would cost less than SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 ($7,500,000.00) DOLLARS to repair, as reasonably determined by an engineer selected by Sellers, or (b) a taking by condemnation of any part of the Properties which is not material, then, and in either such event, neither party shall have the right to terminate its obligations under this Agreement by reason thereof, but Sellers shall assign to Purchaser at the Closing, by written instrument, all of Sellers' interest in any insurance proceeds or condemnation awards which may be payable to Sellers on account of any such fire, casualty or condemnation, or shall deliver to Purchaser any such proceeds or awards actually theretofore paid, in each case less any Reimbursable Amounts, and Sellers shall pay to Purchaser the amount of the deductible, if any, under Sellers' Properties insurance policy(ies), less all Reimbursable Amounts not received by Sellers from any insurance proceeds or condemnation awards paid to Sellers prior to the Closing. The proceeds of rent interruption insurance, if any, shall on the Closing Date be appropriately apportioned between Purchaser and Sellers.

12.4 Nothing contained in this Section 12 shall be construed to impose upon Sellers any obligation to repair any damage or destruction caused by fire or other casualty or condemnation.

12.5 For purposes of this Section 12, a taking by condemnation or eminent domain of a material part of the Properties shall mean any taking which leaves remaining a balance of Properties which may not be economically operated (after appropriate restoration) for the purpose for which the Properties was operated or intended to be operated prior to such taking.

12.6 In the event Purchaser elects not to terminate this Agreement in accordance with Section 12.2 above, or upon the occurrence of the events set forth in Section 12.3 (a) or (b) above, Sellers and Purchaser shall jointly negotiate, compromise or contest the obtaining of any insurance proceeds and/or any condemnation awards.

12.7 The provisions of this Article 12 are intended to supersede the provisions of New York law to the contrary, including without limitation, Section 5-1311 of the General Obligations Law.

13. Brokerage.

Purchaser and Sellers each represent and warrant that it has not dealt with any broker, consultant, finder or like agent who might be entitled to a commission or compensation on account of introducing the parties hereto, the negotiation or execution of this Agreement or the closing of the transactions contemplated hereby other than Meridian Capital, through Helen Hwang (the "Broker"). Sellers shall pay the commission due to the Broker pursuant to a separate agreement between Sellers and the Broker. Purchaser and Sellers agree to indemnify and hold each other and the Related Parties of the other harmless from and against all claims, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees and disbursements) which may be asserted against, imposed upon or incurred by such party by reason of any claim made by any other broker, consultant, finder or like agent for commissions or other compensation for bringing about this transaction or claiming to have introduced the Properties to Purchaser. The provisions of this Section 13 shall survive the Closing or the termination of this Agreement.

14. Closings Costs; Fees and Disbursements of Counsel.

At the Closing, Sellers shall pay the New York State Real Estate Transfer Tax

imposed pursuant to Article 31 and Section 1402 of the New York Tax Law (the "State Transfer Tax") and the New York City Real Properties Transfer Tax imposed pursuant to Title 11, Chapter 21 of the New York City Administrative Code (the "City Transfer Tax") upon or payable in connection with the transfer of title to the Properties and the recordation of the Deed, which State Transfer Tax and City Transfer Tax shall, at Sellers' election, be allowed for out of the Purchase Price and paid by Purchaser on behalf of Sellers. Sellers and Purchaser shall each execute and/or swear to the returns or statements required in connection with the State Transfer Tax and the City Transfer Tax. All such tax payments shall be made payable directly to the order of the appropriate governmental officer or the Title Company. At the Closing, Purchaser shall pay (a) all charges for recording and/or filing the Deed and (b) all title charges and survey costs, including the premium on Purchaser's title policy and lender's policy, if any. Each of the parties hereto shall bear and pay the fees and disbursements of its own counsel, accountants and other advisors in connection with the negotiation and preparation of this Agreement and the Closing. The provisions of this Section 14 shall survive the Closing.

15. Notices.

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals or other communications (for the purposes of this Section collectively referred to as "Notices") required or permitted to be given hereunder or which are given with respect to this Agreement, in order to constitute effective notice to the other party, shall be in writing and shall be deemed to have been given when (a) personally delivered with signed delivery receipt obtained, (b) when transmitted by e-mail, if followed by giving of, pursuant to one of the other means set forth in this Section 15 before the end of the first Business Day thereafter, confirmation of successful transmission to the appropriate e-mail address of the address listed below as obtained

by the sender from the sender's e-mail address, or (c) upon receipt, when sent by prepaid reputable overnight courier, in each case if delivered before 5:00 pm Eastern Time on a Business Day and otherwise on the next succeeding Business Day, addressed as follows:

If to Sellers:

Evergreen Gardens I LLC
Evergreen Gardens II LLC
c/o All Year Holdings Limited
199 Lee Avenue, #693
Brooklyn, New York 11233
Attention: Ephraim Diamond and Asaf Ravid
Email: ephraim@arbelcapital.com
Email: ravidasaf@gmail.com

with a copy to:

Goldberg Weprin Finkel Goldstein LLP
1501 Broadway - 22nd Floor
New York, New York 10036
Attention: Andrew W. Albstein, Esq.
E-mail: aalbstein@gwfglaw.com

If to Purchaser:

ACI VI DENIZEN LLC
c/o Atlas Capital Investors VI, L.P.
40 West 57th Street, 29th Floor
New York, New York 10019
Attention: Jeffrey A. Goldberger and Andrew B. Cohen
Email:jgoldberger@ATLAS-CAP.COM;
acohen@ATLAS-CAP.COM; and
jrenton@ATLAS-CAP.COM

with a copy to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Eric L. Goldberg, Esq.
Email: egoldberg@olshanlaw.com

If to Escrow Agent, to:

Fidelity National Title Insurance Company
405 Lexington Avenue, 18th Floor
New York, New York 10017
Attention: Nick DeMartini, Esq.

E-mail: ndemartini@fnf.com

Notices shall be valid only if served in the manner provided above. Notices may be sent by the attorneys for the respective parties and each such Notice so served shall have the same force and effect as if sent by such party.

16. Survival; Governing Law.

Except as otherwise expressly set forth in this Agreement, the provisions of this Agreement shall not survive the Closing provided for herein. This Agreement shall be governed by, interpreted under, and construed. and enforced in accordance with, the laws of the State of New York.

17. Counterparts; Captions.

This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

18. Entire Agreement; No Third-Party Beneficiaries.

This Agreement (including all exhibits annexed hereto), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. The provisions of this Section shall survive the Closing.

19. Waivers; Extensions.

No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

20. No Recording.

The parties hereto agree that neither this Agreement nor any memorandum or notice hereof shall be recorded. Any recordation or attempted recordation by Purchaser in contravention of the preceding sentence shall constitute a Purchaser's Default.

21. Assignments.

Purchaser shall neither assign its rights nor delegate its obligations hereunder without obtaining Sellers' prior written consent, which consent may be granted or withheld in Sellers' sole discretion. In connection with any assignment permitted or consented to hereunder, such assignee shall assume in writing all of the assignor's obligations under this Agreement in form and substance satisfactory to Sellers, provided that Purchaser originally named herein shall not be relieved from its obligations under this Agreement. Any other purported or attempted assignment or delegation without obtaining Sellers' prior written consent or not otherwise permitted hereunder shall be void and of no effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section 21. No consent given by Sellers to any transfer or assignment of Purchaser's rights or obligations hereunder shall be construed as a consent to any other transfer or assignment of Purchaser's rights or obligations hereunder. Purchaser shall not resell the Properties or any part thereof through a "double escrow" or other similar procedure without Sellers' prior written consent, which consent may be granted or

withheld in Sellers' sole discretion. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Notwithstanding the foregoing, Purchaser may assign its rights under this Agreement (including, without limitation, a transfer of direct or indirect interests in Purchaser) subject to the following conditions: (a) the assignment must be to one or more limited partnerships, limited liability companies, funds or other entities controlled by Jeffrey A. Goldberger and/or Andrew B. Cohen (any such entity, a "Qualified Assignee"); (b) Jeffrey A. Goldberger and/or Andrew B. Cohen and/or their immediate family members and/or trusts for the benefit of Jeffrey A. Goldberger and Andrew B. Cohen and/or their immediate family members must be in operational control of such fund, subject to material control rights that may be exercised by significant investors; (c) such Qualified Assignee must assume all of Purchaser's obligations hereunder in a manner reasonably acceptable to Sellers and become jointly and severally liable for all such obligations; (d) notice of such assignment shall be provided to Sellers not less than five (5) days prior to the Closing Date; and (e) such assignment shall specifically provide that it is not effective prior to the Closing Date.

22. Pronouns, Several Liability Only.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require. Notwithstanding any provision in this Agreement to the contrary, the liability of each of the Sellers shall be several only, and limited to the liability with respect to the specific Property owned by such Seller, provided that Purchaser shall in no event be required to close on one Property without the other.

23. Successors and Assigns.

This Agreement shall bind and inure to the benefit of Sellers, Purchaser and their respective permitted successors and permitted assigns.

24. Escrow.

24.1 Upon receipt by Escrow Agent of the Downpayment, provided that a completed and signed Request for Taxpayer Identification Number and Certification (Form W-9) and any other documentation required in connection with the placement of the Downpayment in an interest bearing account are provided to Escrow Agent at Citibank, N.A., Escrow Agent shall cause the Downpayment to be deposited into an interest bearing account (the "Escrow Account") (it being agreed that Escrow Agent shall not be liable for the amount of interest which accrues thereon, if any). One-half (1/2) of the interest earned on the Downpayment shall be deemed to be part of the Downpayment (but shall not be credited toward the Purchase Price), and the other one-half (1/2) of the Downpayment shall also be deemed to be part of the Downpayment (but shall be credited toward the Purchase Price), and shall be delivered by Escrow Agent to the party entitled to receive the Downpayment at Closing or upon termination of this Agreement in accordance with the terms hereof. The party receiving the Downpayment shall pay any income taxes payable thereon.

24.2 Escrow Agent shall acknowledge receipt of the Downpayment and agrees to hold the Downpayment in the Escrow Account pursuant to the provisions of this Agreement for application in accordance with the provisions hereof, upon the following terms:

24.2.1 If the Closing has occurred Escrow Agent shall deliver the Downpayment, together with the interest earned thereon to Sellers. If Escrow Agent receives a written notice signed by both Sellers and Purchaser that this Agreement has been terminated or cancelled, Escrow Agent shall deliver the Downpayment, together with the interest thereon, as directed therein.

24.2.2 Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall be under no liability to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Except for amendments to this Agreement expressly approved by Escrow Agent and except for joint instructions given to Escrow Agent by Sellers and Purchaser relating to the Downpayment, Escrow Agent shall not be obligated to recognize any agreement between any or all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

24.2.3 In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent is acting as a stakeholder only with respect to the Downpayment. Promptly after the receipt by Escrow Agent of (a) notice of any demand by either party claiming that it is entitled to the Downpayment or (b) any other claim or the commencement of any action, suit or proceeding by either party, Escrow Agent shall, if a claim in respect thereof is to be made against any of the other parties hereto, send a copy of such notice to the other party and inform the other party of such claim; but the failure by Escrow Agent

to give such notice shall not relieve any party from any liability which such party may have to Escrow Agent hereunder. If Escrow Agent shall receive written notice from either party within ten (10) Business Days after delivery of such notice instructing Escrow Agent to not deliver the Downpayment to the other party or to otherwise hold the Downpayment, or if for any reason there is any dispute or uncertainty concerning any action to be taken hereunder, Escrow Agent shall take no action and shall continue to hold the Downpayment until it has received instructions in writing concurred to by Sellers and Purchaser or until directed by a final order of judgment of a court of competent jurisdiction, whereupon Escrow Agent shall take such action in accordance with such instructions or such order.

24.2.4 It is understood and agreed that the duties of Escrow Agent are purely ministerial in nature and Escrow Agent is acting hereunder without charge as an accommodation to Purchaser and Sellers. Escrow Agent shall not be liable to the other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, except for acts of willful misconduct or gross negligence. Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by Escrow Agent to be genuine and to be signed or presented by the proper person or persons. Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a final judgment or decree of a court of competent jurisdiction in the State of New York, or a Federal court in such jurisdiction or a

writing delivered to Escrow Agent signed by the proper party or parties and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto.

24.2.5 Escrow Agent shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by Escrow Agent does not exist or has not occurred, without incurring liability to the other parties hereto or to anyone else for any action taken or omitted, or any action suffered by it to be taken or omitted, in good faith and in the exercise of reasonable judgment, in reliance upon such assumption.

24.2.6 Except in connection with Escrow Agent's willful misconduct or gross negligence, Escrow Agent shall be indemnified and held harmless jointly and severally by the other parties hereto from and against any and all expenses or loss suffered by Escrow Agent (as Escrow Agent), including reasonable attorneys' fees, in connection with any action, suit or other proceeding involving any claim, which arises out of or relates to this Agreement, the services of Escrow Agent hereunder or the monies held by it hereunder.

24.2.7 From time to time on and after the date hereof, Sellers and Purchaser shall deliver or cause to be delivered to Escrow Agent such further documents and instruments and shall do and cause to be done such further acts as Escrow Agent shall reasonably request (it being understood that Escrow Agent shall have no obligation to make any such request), to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

24.2.8 Escrow Agent may resign at any time as Escrow Agent hereunder upon giving five (5) days' prior written notice to that effect to both Sellers and Purchaser. In such event, the successor Escrow Agent shall be a nationally recognized title insurance company or other person acceptable to both Sellers and Purchaser. Such party that will no longer be serving

as Escrow Agent shall deliver, against receipt, to such successor Escrow Agent, the Downpayment held by such party, to be held by such successor Escrow Agent pursuant to the terms and provisions of this Agreement. If no such successor has been designated on or before such party ceases to be Escrow Agent hereunder, whether by resignation or otherwise, its obligations as Escrow Agent shall continue until such successor is appointed, provided, however, its sole obligation thereafter shall be to safely keep all monies then held by it and to deliver the same to the person, firm or corporation designated as its successor or until directed by a final order or judgment of a court of competent jurisdiction, whereupon Escrow Agent shall make disposition thereof in accordance with such order; provided further, however, that such Escrow Agent, in such event, shall deliver the Downpayment against receipt, to any bank or trust company or title insurance company operating in New York City selected by such party. If no successor Escrow Agent is designated and qualified within five (5) days after its resignation is effective, such party that will no longer be serving as Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent. Further, notwithstanding anything contained in this Section 24 to the contrary, if Escrow Agent shall have received a notice of objection as provided for in Section 24.2.3 above within the time therein prescribed, or shall have received at any time before actual disbursement of the Downpayment a written notice signed by either Sellers or Purchaser disputing entitlement to the Downpayment or shall otherwise believe in good faith at any time that a disagreement or dispute has arisen between the parties hereto over entitlement to the Downpayment (whether or not litigation has been instituted), Escrow Agent shall have the right, upon written notice to both Sellers and Purchaser, (a) to deposit the Downpayment, together with the interest earned thereon with the Clerk of the Court in which any litigation is pending and/or (b) to take such reasonable affirmative steps as it may, at its option, elect in order to terminate its

duties as Escrow Agent, including, without limitation, the depositing of the Downpayment, together with the interest earned thereon, with a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of Sellers or Purchaser is the losing party, and thereupon Escrow Agent shall be released of and from all liability hereunder except for any previous gross negligence or willful misconduct.

24.2.9 Escrow Agent shall not be responsible for levies by taxing authorities based upon the taxpayer identification number used to establish the interest-bearing account. Escrow Agent shall have no liability in the event of failure, insolvency, or inability of the depositary to pay said funds, or accrued interest upon demand for withdrawal.

25. Tax Proceedings.

From and after the date hereof until the Closing, Sellers are hereby authorized to commence any new proceeding or proceedings and/or continue any proceeding or proceedings now pending for the reduction of the assessed valuation of the Properties, and in Sellers' discretion at its sole cost and expense to litigate or settle same; provided, however, that Purchaser shall be entitled to that portion of any refund relating to the period occurring after the Closing after payment to Sellers of all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Sellers in obtaining such refund, and Sellers shall not settle any such action for the tax year in which the Closing occurs without the consent of Purchaser, not to be unreasonably withheld or delayed. Purchaser shall deliver to Sellers, reasonably promptly after request therefor, receipted tax bills and canceled checks used in payment of such taxes and shall execute any and all consents or other documents, and do any act or thing necessary for the collection of such refund by Sellers. Any refunds or credits due for the periods prior to Purchaser's ownership of the Properties shall remain the sole Properties of Sellers. The provisions of this

Section 25 shall survive the Closing.

26. Mortgage Tax Savings. At Purchaser's option, Sellers shall request the holder(s) of the existing mortgage(s) to assign its mortgage(s) to Purchaser's lender(s). If the holder(s) of the existing mortgage(s) agrees to such assignment, Purchaser shall pay the costs and expenses of the holder(s) and the holder's counsel in connection with the assignment and all mortgage recording tax savings shall inure to the benefit of Purchaser.

27. Accelerated Dispute Resolution. Subject to the requirements for a case to be heard in the Commercial Division, the parties agree to submit to the exclusive jurisdiction of the Commercial Division, New York State Supreme Court, and to the application of the court's accelerated procedures in connection with any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement or validity thereof.

28. Tax Free Exchange.

Purchaser acknowledges that Sellers may be disposing of the Properties as part of an IRC Section 1031 Tax Deferred Exchange for Sellers' benefit (the "Exchange"). Purchaser agrees to assist and cooperate in the Exchange, including consummating the Exchange through the use of a qualified intermediary, and will execute any and all documents, subject to the reasonable approval of its counsel, as are reasonably necessary in connection with the Exchange, provided Purchaser shall not incur any additional liability, cost or expense.

29. Confidentiality.

Purchaser covenants and agrees prior to Closing not to communicate the terms or any aspect of this Agreement and the transactions contemplated hereby to any person or entity without the express written consent of Sellers and to hold, in the strictest confidence, the content of any and all information in respect of the Properties which is supplied by Sellers to Purchaser;

provided, however, that Purchaser may, without consent, disclose the terms hereof and the transactions contemplated hereby (a) to its respective advisors, consultants, attorneys, accountants, partners and lenders (the "Transaction Parties") without the express written consent of Sellers, so long as Purchaser advises any such Transaction Parties to whom disclosure is made to keep all such information confidential in accordance with the terms hereof and (b) if disclosure is required by law or by regulatory or judicial process, provided that in such event Purchaser shall notify Sellers in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential documents or information, as the case may be, including, without limitation, reasonably cooperating with Sellers to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential documents or information, as the case may be, by such tribunal and shall disclose only that portion of the confidential documents or information which it is legally required to disclose. If this Agreement is terminated, such confidentiality shall be maintained and Purchaser and the Transaction Parties will destroy or deliver to Sellers, upon request, all documents and other materials, and all copies thereof, obtained thereby in connection with this Agreement that are subject to such confidence, with any such destruction confirmed by Purchaser and the Transaction Parties in writing. The foregoing confidentiality obligations shall not apply to the extent that any such information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by Purchaser or the Transaction Parties. Purchaser hereby indemnifies, defends and holds Sellers and the Seller Related Parties harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising out of, or in connection with, Purchaser's breach of its obligations under this Section 29. The provisions of this Section 29 shall

survive the Closing or the earlier termination of this Agreement.

30. Business Day(s). For the purposes of this Agreement, the capitalized term "Business Day(s)" or the term "business day(s)" means any day of the year except Saturdays, Sundays and national holidays on which banks are required or authorized by law to close in New York City.

31. Separateness. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that each Seller shall be liable only for the representations, warranties and obligations which relate to such Seller and/or that Property owned by such Seller; and in no event shall any representations, warranties or obligations of Sellers hereunder be construed as a joint and several obligation of more than one (1) Seller.

32. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that none of the employees, directors, officers, members, partners, managers, principals, consultants, shareholders, advisors, attorneys, or agents of Sellers or Purchaser shall have any personal liability or obligation whatsoever for any obligations under this Agreement or under any documents delivered at the Closing, entered into by or on behalf of Sellers or either Seller or Purchaser. However, the foregoing shall not in any way limit the parties' obligations and liabilities under this Agreement. The provisions of this Section 32 shall survive the Closing.

33. No Offer. This Agreement shall not be deemed an offer or binding upon Sellers or Purchaser until this Agreement is fully executed and delivered by each Seller and Purchaser.

34. Entirety of the Properties. The parties acknowledge that the Properties are comprised of two (2) parcels which are described on **Exhibit A-1** and **A-2**. Notwithstanding that there are two (2) parcels, the parties agree that there shall be one Closing and Purchaser shall not

be permitted to acquire one parcel and not the other, it being the intent and agreement of the parties that the sale and acquisition of all parcels to be sold shall occur contemporaneously subject to and in accordance with the terms of this Agreement. A default by either party in connection with one parcel shall be deemed a default in connection with all parcels.

35. Termination.

35.1. This Agreement may be terminated at any time prior to Closing, as follows:

(a) By written agreement of Purchaser and Sellers;

(b) As set forth at Section 11.2, by Purchaser if Sellers have breached any covenant or agreement required to be performed by Sellers pursuant to this Agreement (including, without limitation, failing to satisfy any required milestone in accordance with Section 9.1.8 or 9.1.9) and the Closing does not occur by reason thereof;

(c) As set forth at Section 11.1, by Sellers in the event of a Purchaser Default;

(d) By any party if (i) the Conditions to Closing set forth in Section 10 are not satisfied or waived by the party having the right to waive the applicable condition, (ii) the Bid Protections Order is not entered by the Bankruptcy Court as provided for in Section 9.1.7, or (iii) the Closing does not occur by the Outside Date pursuant to the provisions of this Agreement, other than as described at subsections (b), (c), (d)(i) or (d)(ii) of this Section 35.1; or

(e) By the Sellers, (i) if this Agreement is in full force and effect and the Sellers determine in the exercise of their fiduciary duties to sell the Properties to a person or entity other than the Purchaser or (ii) if the Bankruptcy Court shall enter an order approving a sale or a chapter 11 plan that provides for any sale or other disposition of the Properties to a person or entity other than Purchaser, including by reason of an auction (each, an "Alternate Transaction").

35.2 Effect of Termination.

(a) Other than as specifically set forth in sections 35.2(b), (c), and (d), in the event of termination of this Agreement pursuant to Section 35.1, this Agreement shall thereafter become void and have no effect, and no party shall have any liability to the other parties or their respective affiliates, directors, officers, or employees, except for the obligations of the parties contained in Section 29 and this Section 35.2.

(b) If this Agreement is terminated by Sellers pursuant to Section 35.1(c), the Escrow Agent shall pay the Downpayment to the Sellers. If this Agreement is terminated by Purchaser pursuant to Section 35.1(b) or by either party pursuant to Section 35.1(d), Escrow Agent shall pay the Downpayment to Purchaser and Sellers shall pay the Expense Reimbursement to Purchaser.

(c) If between the issuance of the Bid Protections Order and the earlier of the Closing Date and the termination of this Agreement, Sellers (i) sell the Properties or any part thereof to a third-party other than Purchaser or a permitted assignee thereof, or (ii) lease substantially all of either Property to a third-party other than Purchaser or a permitted assignee thereof, or (iii) refinance any mortgage encumbering any portion of the Properties, which prevents Sellers from being able to complete their performance in accordance with the terms of this Agreement or renders Sellers unable to deliver title to Purchaser as required under this Agreement, Purchaser's ability to purchase the Property in accordance with terms hereof, or (iv) willfully take any act intended to cause a termination (other than as expressly permitted under the terms hereof) or rejection of this Agreement, in each case which prevents Sellers from being able to complete their performance in accordance with the terms of this Agreement or renders Sellers unable to deliver title to Purchaser as required under this Agreement (such actions enumerated in this Section 35.2, each a "Sellers-Prohibited Act"), Sellers shall be obligated to pay to Purchaser the Break-Up

Fee concurrently with any such actions, but in no event later than ten (10) days following demand therefor with respect to the Sellers-Prohibited Act (i), (ii) and (iii), and within sixty (60) days of Sellers-Prohibited Act (iv), provided there is no material non-monetary or monetary Purchaser Default. If Sellers have engaged in any Sellers-Prohibited Act prior to the issuance of the Bid Protections Order, Sellers shall be obligated to pay to Purchaser the Expense Reimbursement and the Escrow Agent shall return the Downpayment promptly following demand therefor. Except as expressly otherwise provided herein, Purchaser shall not be entitled to any other damages from Sellers of any kind or nature upon Sellers performing a Sellers-Prohibited Act. Notwithstanding anything to the contrary contained herein, prior to the commencement of the Seller Bankruptcy Proceedings, Purchaser shall have all remedies available at law and in equity, which shall include the right to specific performance, but Purchaser shall not be entitled to damages from Sellers of any kind or nature unless Seller shall commit any act which makes the remedy of specific performance unavailable.

(d) If (i) the Bid Protections Order is entered, (ii) this Agreement is terminated by Sellers pursuant to Section 35.1(e) and (iii) an Alternate Transaction shall be fully-consummated (provided that if such Alternate Transaction is an auction ordered by the Bankruptcy Court, Purchaser permits this Agreement to remain in effect and to serve as a "stalking horse" contract), Sellers shall pay to Purchaser concurrently with the closing of such Alternate Transaction by wire transfer of immediately available funds to an account designated by Purchaser, the sum of Twenty Million and 00/100 Dollars ($20,000,000.00) (the "Break-Up Fee").

(e) If (A) (i) the Bid Procedures Order is entered, (ii) the Bankruptcy Court does not enter the Confirmation Order by the Outside Date and (iii) Purchaser or Sellers elect to terminate this Agreement in accordance with its terms; or (B) (i) the Bid Procedures Order is

entered and (ii) the Bankruptcy Court directs for an auction to be held and Purchaser does not permit this Agreement to remain as a stalking horse contract, then in either such event Sellers shall be obligated to pay to Purchaser within ten days following demand all of Purchaser's reasonable costs and expenses (including reasonable attorneys' fees) actually incurred in connection with Purchaser's due diligence, negotiation, and entry into this Agreement, not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100 ($150,000.00) DOLLARS by wire transfer of immediately available funds to an account designated by Purchaser (the "Expense Reimbursement"). Further, if the Series E Bondholder Approval and the Executed RSA are not obtained, Sellers shall be obligated to pay Purchaser the Expense Reimbursement. Notwithstanding anything to the contrary herein, Sellers will not be obligated to remit the Expense Reimbursement to Purchaser in the event of a material non-monetary or monetary Purchaser Default.

(f) Upon payment of the Downpayment to the party entitled thereto in accordance with Section 35.2(b), payment of the Downpayment and the Break-Up Fee to Purchaser in accordance with Section 35.2(c), and/or payment of the Expense Reimbursement in accordance with Section 35.2(e), as applicable, Sellers and their respective representatives and affiliates, on the one hand, and Purchaser and its representatives, on the other hand, will be deemed to have fully released and discharged each other from any liability resulting from the termination of this Agreement and neither Sellers nor their respective representatives or affiliates, on the one hand, nor Purchaser or its representatives or affiliates, on the other hand, or any other person will have any other remedy or cause of action under or relating to this Agreement or applicable law, including for reimbursement of expenses.

(g) Whenever Purchaser is entitled to the Break-Up Fee or Expense Reimbursement hereunder, or Purchaser otherwise terminates this Agreement in accordance with its rights, Sellers shall direct the Escrow Agent to promptly return the Downpayment to Purchaser.

36. Series E Bondholder and Mezz Lender Approval and Executed RSA.

36.1 Sellers shall obtain the consent and approval for the consummation of the transactions contemplated by this Agreement from MREF REIT Lender 9 LLC ("Mezz Lender Approval") and the holders of the Series E Bonds (the "Series E Bondholder Approval"), which approval shall be documented in a restructuring support agreement (the "Executed RSA"). The Executed RSA shall provide that the signatories thereto consent to and support the transactions contemplated under this Agreement and that, during the period from the "effective date" of the Executed RSA through the date that is the earlier to occur of the Bankruptcy Court's entry of the Bid Protections Order or termination of this Agreement in accordance with the terms hereof, such parties shall not market, solicit or respond to offers for or provide due diligence information with respect to the Properties or negotiate with any other party with respect to the possible sale of all or any part of the Property (subject in each case to applicable fiduciary duties of MREF REIT Lender 9 LLC, the Series E Bonds and Sellers with respect to unsolicited expressions of interest**,** offers or bids and any Bankruptcy Court order that might be entered providing for or requiring a marketing and auction process), and, as to the holders of the Series E Bonds, shall require such holders to assign the mortgage(s) encumbering the applicable Properties to Purchaser's lender without cost, other than reasonable attorneys' fees. Sellers agree to take all commercially reasonable actions necessary to obtain such Executed RSA within fourteen (14) days from the date of this Agreement and not to do anything to hinder delay, disrupt, interfere in or undermine the process of obtaining the Executed RSA. Sellers shall keep Purchaser apprised of its progress on obtaining the Executed

RSA. If the Executed RSA is not obtained within fourteen (14) days following the date of this Agreement (as the same may be extended in accordance with Section 9.1.7 above), either Sellers the Purchaser may elect to terminate at any time thereafter until the Executed RSA is delivered, and in the event of such termination (i) this Agreement shall be of no further force or effect except for those provisions expressly stated to survive and (ii) Sellers shall pay to Purchaser the Expense Reimbursement and cause the Downpayment to be returned to Purchaser. Notwithstanding the foregoing, if the Executed RSA is not timely obtained (but not expressly denied), then Purchaser shall have the right to extend the time period for the Sellers to obtain the same for an additional reasonable period not to exceed fourteen (14) days. For purposes of this Section 36.1, the "effective date" of the Executed RSA shall be the first date on which all of the following have occurred: (i) all of the parties thereto have executed such agreement, and (ii) the Series E Bondholders have voted to authorize and approve such agreement and all other steps (if any) have been taken to make such agreement enforceable as to all of the Series E Bondholders.

37. COVID-19. This Agreement was negotiated and executed during the ongoing global COVID-19 pandemic ("COVID") and the existence of federal, state and local laws, interventions, ordinances, orders, guidelines and other actions as a result of COVID (collectively "Official COVID Actions"). It is foreseeable that COVID can extend or worsen and that Official COVID Actions can expand, become more stringent or otherwise change. Provided there is not then an Order prohibiting the transaction from occurring on the date and time required hereunder, the Title Company is unable to issue its title policy because of its inability to complete searches, Purchaser's lenders are unable to wire funds due to impediments in the banking system, neither the existence of COVID and Official COVID Actions nor any change in COVID or Official COVID Action shall: (i) excuse Purchaser's or Sellers' obligations to perform their respective

obligations under and in accordance with this Agreement, in whole or in part; (ii) expand a party's economic and other obligations under this Agreement; or (iii) be the basis of any defense to a party's performance or a claim brought under this Agreement, including but not limited, claims or defenses based on force majeure, impossibility of performance or frustration of purpose.

[SIGNATURES ON THE FOLLOWING PAGE]

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

SELLERS:

Evergreen Gardens I LLC
By: Evergreen Gardens Mezz LLC, its manager
By: All Year Holdings LLC, its manager
By: All Year Holdings Limited, its manager

By: _____
Name: Assaf Ravid
Title: Authorized Signatory

By: _____
Name: Ephraim Diamond
Title: Authorized Signatory

Evergreen Gardens II LLC
By: Evergreen Gardens Holdings II LLC, its manager
By: All Year Holdings LLC, its manager
By: All Year Holdings Limited, its manager

By: _____
Name: Assaf Ravid
Title: Authorized Signatory

By: _____
Name: Ephraim Diamond
Title: Authorized Signatory

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

SELLERS:
Evergreen Gardens I LLC

By: _____
Name:
Title:

Evergreen Gardens II LLC
By: _____
Name:
Title:

PURCHASER:

ACI VI DENIZEN LLC

By: _____
Name: Jeffrey A. Goldberger
Title: Authorized Signatory

By: _____
Name: Andrew B. Cohen
Title: Authorized Signatory

ESCROW AGENT:

SOLELY FOR THE PURPOSES OF CONFIRMING
THE PROVISIONS OF ARTICLE 24:

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
as Escrow Agent

By: _____
Name:
Title:

PURCHASER:

ACI VI DENIZEN LLC

By: _____
Name: Jeffrey A. Goldberger
Title: Authorized Signatory

By: _____
Name: Andrew B. Cohen
Title: Authorized Signatory

ESCROW AGENT:

SOLELY FOR THE PURPOSES OF CONFIRMING
THE PROVISIONS OF ARTICLE 24:

FIDELITY NATIONAL TITLE INSURANCE COMPANY,
as Escrow Agent

By: _____
Name: Avis Somers
Title: VP / Counsel

SCHEDULE OF EXHIBITS

Exhibit A-1	Legal Description for Melrose Street Parcel
Exhibit A-2	Legal Description for Noll Street Parcel
Exhibit B-1	Lease Schedule for Melrose Street Property
Exhibit B-2	Lease Schedule for Noll Street Property
Exhibit B-3	Security Deposits Melrose Street Property
Exhibit B-4	Security Deposits for Noll Street Property
Exhibit C-1	Service Contracts for Melrose St. Property
Exhibit C-2	Service Contracts for Noll Street Property
Exhibit D-1	Permitted Exceptions for Melrose Street Property
Exhibit D-2	Permitted Exceptions for Noll Street Property
Exhibit D-3	Schedule B to Title Report
Exhibit E	Bargain and Sale Deed without Covenants
Exhibit F	Assignment of Leases
Exhibit G	Bill of Sale
Exhibit H	Form of Foodtown Estoppel Certificate and Form of Coffee Estoppel Certificate
Exhibit H-1	Retail Tenant Leasing Issues
Exhibit H-2	Form of Owner's Estoppel Certificate
Exhibit I	Assignment of Contracts
Exhibit J	Employees as of July 27, 2021
Exhibit J-1	Other Employee Compensation
Exhibit K	Environmental Reports
Exhibit L	Union Assumption Agreement
Exhibit M	Intentionally Omitted
Exhibit M-1	Intentionally Omitted
Exhibit N	Intentionally Omitted
Exhibit O	Enumerated Liens
Exhibit P	Real Estate Tax Proceedings
Exhibit Q	Form of Title Affidavit
Exhibit R	Form of Bid Protections Order
Exhibit S	Form of Lease and Rider
Exhibit T	Form of Notice to Local 713
Exhibit U	Escrow Agent
Exhibit V	Fresh Declaration
Exhibit W	Assignment Agreement

EXHIBIT A-1

Legal Description for Melrose Street Property

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

BEGINNING at the corner formed by the intersection of the northeasterly side of Stanwix Street, with the northwesterly side of Melrose Street;

RUNNING THENCE northwesterly along the northeasterly side of Stanwix Street, 187.27 feet to an angle point;

THENCE continuing northwesterly along the northeasterly side of Stanwix Street, a distance of 80.54 feet;

THENCE northwesterly along a line forming an angle of 90 degrees 00 minutes 09 seconds with the northeasterly side of Stanwix Street, a distance of 349.99 feet to the southwesterly side of Evergreen Avenue;

THENCE southeasterly along the southwesterly side of Evergreen Avenue, 80.94 feet to an angle point;

THENCE continuing easterly along the southerly side of Evergreen Avenue, 125.73 feet to the corner formed by the southerly side of Evergreen Avenue, with the northwesterly side of Melrose Street;

THENCE southwesterly along the northwesterly side of Melrose Street, 446.92 feet to the corner formed by the intersection of the northeasterly side of Stanwix Street, with the northwesterly side of Melrose Street, the point or place of BEGINNING.

EXHIBIT A-2

Legal Description Contracts for Noll Street Property

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

BEGINNING at a point on the easterly side of Stanwix Street, distant 267.81 feet northwesterly, as measured along the easterly side of Stanwix Street, from the corner formed by the intersection of the easterly side of Stanwix Street, with the northwesterly side of Melrose Street;

RUNNING THENCE northeasterly along a line forming an angle of 90 degrees 00 minutes 09 seconds with the easterly side of Stanwix Street, a distance of 349.99 feet to the westerly side of Evergreen Avenue;

THENCE northwesterly along the westerly side of Evergreen Avenue, 200.95 feet;

THENCE southwesterly along a line forming an angle of 88 degrees 43 minutes 56 seconds with the last mentioned course, a distance of 350.08 feet to the easterly side of Stanwix Street;

THENCE southeasterly along the easterly side of Stanwix Street, 193.22 feet to the point or place of BEGINNING.

EXHIBIT B-1

Lease Schedule for Melrose Street Property

Residential Rent Roll (As of 7/27/2021)

Building	Apt. #	Occupancy Status	Rent	Other Charges*	Arrears**
Denizen X / 123 Melrose St	101	Occupied	$3,325	$225	$0
Denizen X / 123 Melrose St	102	Occupied	$947	$0	$1,267
Denizen X / 123 Melrose St	103	Occupied	$3,125	$150	$0
Denizen X / 123 Melrose St	104	Occupied	$3,600	$150	$0
Denizen X / 123 Melrose St	105	Occupied	$3,800	$150	$1
Denizen X / 123 Melrose St	106	Occupied	$3,250	$150	$0
Denizen X / 123 Melrose St	107	Occupied	$3,850	$0	$6,723
Denizen X / 123 Melrose St	108	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	109	Occupied	$2,850	$0	$17,545
Denizen X / 123 Melrose St	110	Occupied	$2,575	$75	$0
Denizen X / 123 Melrose St	140	Occupied	$1,230	$0	$1,480
Denizen X / 123 Melrose St	205	Occupied	$3,125	$150	$0
Denizen X / 123 Melrose St	206	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	207	Vacant			$0
Denizen X / 123 Melrose St	208	Vacant			$0
Denizen X / 123 Melrose St	209	Occupied	$1,230	$600	$1,809
Denizen X / 123 Melrose St	210	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	211	Occupied	$4,800	$525	$0
Denizen X / 123 Melrose St	212	Occupied	$1,230	$75	$1,920
Denizen X / 123 Melrose St	213	Occupied	$1,230	$0	$0
Denizen X / 123 Melrose St	214	Occupied	$3,350	$0	$223
Denizen X / 123 Melrose St	215	Occupied	$3,250	$650	$0
Denizen X / 123 Melrose St	216	Vacant			$0
Denizen X / 123 Melrose St	217	Occupied	$2,350	$75	$6,410
Denizen X / 123 Melrose St	218	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	219	Occupied	$2,400	$225	$0
Denizen X / 123 Melrose St	220	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	221	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	222	Occupied	$2,450	$0	$0
Denizen X / 123 Melrose St	223	Occupied	$2,425	$75	$364
Denizen X / 123 Melrose St	224	Occupied	$3,550	$150	$0
Denizen X / 123 Melrose St	225	Occupied	$2,450	$0	$0
Denizen X / 123 Melrose St	226	Occupied	$2,375	$0	$25,581
Denizen X / 123 Melrose St	227	Occupied	$2,375	$75	$0
Denizen X / 123 Melrose St	228	Occupied	$2,450	$75	$2,450
Denizen X / 123 Melrose St	229	Occupied	$2,675	$100	$0
Denizen X / 123 Melrose St	230	Superintendent	$3,900	-$3,900	$0
Denizen X / 123 Melrose St	240	Vacant			$0
Denizen X / 123 Melrose St	241	Vacant			$0

Denizen X / 123 Melrose St	242	Occupied	$1,017	$0	$3
Denizen X / 123 Melrose St	243	Vacant			$0
Denizen X / 123 Melrose St	244	Occupied	$2,375	$75	$0
Denizen X / 123 Melrose St	245	Occupied	$2,350	$0	$2,350
Denizen X / 123 Melrose St	246	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	247	Vacant			$0
Denizen X / 123 Melrose St	248	Occupied	$3,850	$225	$834
Denizen X / 123 Melrose St	249	Occupied	$3,125	$225	$0
Denizen X / 123 Melrose St	250	Vacant			$0
Denizen X / 123 Melrose St	251	Vacant			$0
Denizen X / 123 Melrose St	252	Occupied	$3,325	$100	$0
Denizen X / 123 Melrose St	253	Occupied	$3,000	$375	$0
Denizen X / 123 Melrose St	254	Occupied	$2,650	$75	$0
Denizen X / 123 Melrose St	255	Occupied	$3,300	$75	$0
Denizen X / 123 Melrose St	256	Occupied	$3,075	$75	$0
Denizen X / 123 Melrose St	257	Occupied	$3,150	$300	$0
Denizen X / 123 Melrose St	258	Occupied	$2,975	$375	$2,975
Denizen X / 123 Melrose St	259	Occupied	$3,850	$150	$0
Denizen X / 123 Melrose St	260	Occupied	$3,575	$75	$4,440
Denizen X / 123 Melrose St	270	Occupied	$1,017	$375	$0
Denizen X / 123 Melrose St	271	Occupied	$1,042	$100	$0
Denizen X / 123 Melrose St	272	Occupied	$3,200	$150	$0
Denizen X / 123 Melrose St	273	Occupied	$1,017	$525	$28
Denizen X / 123 Melrose St	274	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	275	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	276	Occupied	$3,325	$300	$6,650
Denizen X / 123 Melrose St	277	Occupied	$3,400	$75	$0
Denizen X / 123 Melrose St	278	Occupied	$3,200	-$50	$0
Denizen X / 123 Melrose St	301	Occupied	$3,000	$225	$0
Denizen X / 123 Melrose St	302	Occupied	$1,230	$0	$0
Denizen X / 123 Melrose St	303	Occupied	$1,230	$150	$459
Denizen X / 123 Melrose St	304	Occupied	$3,575	$225	$0
Denizen X / 123 Melrose St	305	Occupied	$3,200	$150	$0
Denizen X / 123 Melrose St	306	Occupied	$3,775	$450	$0
Denizen X / 123 Melrose St	307	Occupied	$3,325	$150	$0
Denizen X / 123 Melrose St	308	Occupied	$1,230	$0	$925
Denizen X / 123 Melrose St	309	Occupied	$4,700	$150	$0
Denizen X / 123 Melrose St	310	Occupied	$4,475	$0	$4,475
Denizen X / 123 Melrose St	311	Occupied	$3,350	$150	$0
Denizen X / 123 Melrose St	312	Occupied	$3,350	$150	$0
Denizen X / 123 Melrose St	313	Occupied	$3,550	$375	$0
Denizen X / 123 Melrose St	314	Occupied	$4,150	$150	$150
Denizen X / 123 Melrose St	315	Occupied	$3,550	$75	$1,403
Denizen X / 123 Melrose St	316	Occupied	$3,550	$225	$31,351
Denizen X / 123 Melrose St	317	Vacant			$0
Denizen X / 123 Melrose St	318	Occupied	$2,350	$75	$35
Denizen X / 123 Melrose St	319	Occupied	$947	$0	$1,209

Denizen X / 123 Melrose St	320	Occupied	$2,425	$0	$2,347
Denizen X / 123 Melrose St	321	Occupied	$947	$75	$522
Denizen X / 123 Melrose St	322	Occupied	$2,425	$0	$0
Denizen X / 123 Melrose St	323	Occupied	$947	$75	$0
Denizen X / 123 Melrose St	324	Occupied	$2,425	$0	$0
Denizen X / 123 Melrose St	325	Occupied	$947	$0	$4,259
Denizen X / 123 Melrose St	326	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	327	Occupied	$947	$0	$312
Denizen X / 123 Melrose St	328	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	329	Occupied	$947	$75	$0
Denizen X / 123 Melrose St	330	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	331	Occupied	$2,575	$75	$3,572
Denizen X / 123 Melrose St	332	Occupied	$2,525	$0	$489
Denizen X / 123 Melrose St	333	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	334	Vacant			$0
Denizen X / 123 Melrose St	335	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	336	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	337	Occupied	$2,425	$0	$0
Denizen X / 123 Melrose St	338	Occupied	$2,525	$0	$2,525
Denizen X / 123 Melrose St	339	Vacant			$0
Denizen X / 123 Melrose St	340	Vacant			$0
Denizen X / 123 Melrose St	341	Occupied	$2,425	$150	$75
Denizen X / 123 Melrose St	342	Occupied	$2,550	$0	$2,975
Denizen X / 123 Melrose St	343	Vacant			$0
Denizen X / 123 Melrose St	344	Occupied	$947	$75	$75
Denizen X / 123 Melrose St	345	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	346	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	347	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	348	Occupied	$2,425	$75	$0
Denizen X / 123 Melrose St	349	Occupied	$4,050	$75	$0
Denizen X / 123 Melrose St	350	Vacant			$0
Denizen X / 123 Melrose St	351	Occupied	$3,175	$75	$0
Denizen X / 123 Melrose St	352	Vacant			$0
Denizen X / 123 Melrose St	353	Occupied	$3,375	$0	$1,089
Denizen X / 123 Melrose St	354	Vacant			$0
Denizen X / 123 Melrose St	355	Vacant			$0
Denizen X / 123 Melrose St	356	Occupied	$3,350	$75	$0
Denizen X / 123 Melrose St	357	Occupied	$3,550	$150	$3,508
Denizen X / 123 Melrose St	358	Occupied	$2,975	$75	$428
Denizen X / 123 Melrose St	359	Occupied	$3,375	$525	$0
Denizen X / 123 Melrose St	360	Occupied	$4,050	$750	$0
Denizen X / 123 Melrose St	361	Occupied	$3,800	$75	$0
Denizen X / 123 Melrose St	370	Occupied	$1,017	$0	$306
Denizen X / 123 Melrose St	371	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	372	Occupied	$3,400	$150	$0
Denizen X / 123 Melrose St	373	Occupied	$1,017	$0	$109
Denizen X / 123 Melrose St	374	Occupied	$1,017	$0	$9,491

Denizen X / 123 Melrose St	375	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	376	Vacant			$0
Denizen X / 123 Melrose St	377	Occupied	$3,900	$200	$0
Denizen X / 123 Melrose St	378	Occupied	$3,550	$75	$0
Denizen X / 123 Melrose St	379	Occupied	$3,600	$0	$0
Denizen X / 123 Melrose St	401	Occupied	$3,225	$375	$0
Denizen X / 123 Melrose St	402	Occupied	$1,230	$0	$0
Denizen X / 123 Melrose St	403	Occupied	$1,230	$450	$0
Denizen X / 123 Melrose St	404	Occupied	$3,975	$450	$0
Denizen X / 123 Melrose St	405	Occupied	$3,500	$75	$0
Denizen X / 123 Melrose St	406	Occupied	$3,650	$300	$4,025
Denizen X / 123 Melrose St	407	Occupied	$3,425	$75	$0
Denizen X / 123 Melrose St	408	Occupied	$1,230	$75	$0
Denizen X / 123 Melrose St	409	Occupied	$4,500	$175	$0
Denizen X / 123 Melrose St	410	Occupied	$4,650	$450	$0
Denizen X / 123 Melrose St	411	Vacant			$0
Denizen X / 123 Melrose St	412	Vacant			$0
Denizen X / 123 Melrose St	413	Occupied	$3,600	$150	$0
Denizen X / 123 Melrose St	414	Occupied	$4,000	$225	$5,500
Denizen X / 123 Melrose St	415	Occupied	$3,600	$150	$122
Denizen X / 123 Melrose St	416	Vacant			$0
Denizen X / 123 Melrose St	417	Occupied	$4,675	$150	$0
Denizen X / 123 Melrose St	418	Vacant			$0
Denizen X / 123 Melrose St	419	Vacant			$0
Denizen X / 123 Melrose St	420	Vacant			$0
Denizen X / 123 Melrose St	421	Occupied	$947	$40	$81
Denizen X / 123 Melrose St	422	Occupied	$2,650	$75	$30,645
Denizen X / 123 Melrose St	423	Occupied	$947	$0	$1,244
Denizen X / 123 Melrose St	424	Occupied	$2,650	$75	$5,375
Denizen X / 123 Melrose St	425	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	426	Occupied	$2,650	$0	$0
Denizen X / 123 Melrose St	427	Vacant			$0
Denizen X / 123 Melrose St	428	Occupied	$2,650	$0	$3,419
Denizen X / 123 Melrose St	429	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	430	Occupied	$2,650	$0	$0
Denizen X / 123 Melrose St	431	Occupied	$2,700	$75	$0
Denizen X / 123 Melrose St	432	Vacant			$0
Denizen X / 123 Melrose St	433	Vacant			$0
Denizen X / 123 Melrose St	434	Vacant			$0
Denizen X / 123 Melrose St	435	Vacant			$0
Denizen X / 123 Melrose St	436	Occupied	$2,600	$75	$0
Denizen X / 123 Melrose St	437	Occupied	$2,600	$75	$2,600
Denizen X / 123 Melrose St	438	Vacant			$0
Denizen X / 123 Melrose St	439	Vacant			$0
Denizen X / 123 Melrose St	440	Vacant			$0
Denizen X / 123 Melrose St	441	Occupied	$2,675	$75	$2,675
Denizen X / 123 Melrose St	442	Vacant			$0

Denizen X / 123 Melrose St	443	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	444	Occupied	$947	$75	$1,058
Denizen X / 123 Melrose St	445	Vacant			$0
Denizen X / 123 Melrose St	446	Occupied	$947	$75	$77
Denizen X / 123 Melrose St	447	Occupied	$2,675	$175	$644
Denizen X / 123 Melrose St	448	Occupied	$2,550	$0	$0
Denizen X / 123 Melrose St	449	Occupied	$4,100	$0	$8,200
Denizen X / 123 Melrose St	450	Vacant			$0
Denizen X / 123 Melrose St	451	Vacant			$0
Denizen X / 123 Melrose St	452	Vacant			$0
Denizen X / 123 Melrose St	453	Vacant			$0
Denizen X / 123 Melrose St	454	Vacant			$0
Denizen X / 123 Melrose St	455	Occupied	$2,825	$375	$0
Denizen X / 123 Melrose St	456	Occupied	$3,400	$75	$3,400
Denizen X / 123 Melrose St	457	Vacant			$0
Denizen X / 123 Melrose St	458	Occupied	$3,300	$75	$0
Denizen X / 123 Melrose St	459	Vacant			$0
Denizen X / 123 Melrose St	460	Occupied	$4,200	$100	$1,110
Denizen X / 123 Melrose St	461	Occupied	$3,825	$450	$0
Denizen X / 123 Melrose St	470	Occupied	$1,017	$0	$29
Denizen X / 123 Melrose St	471	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	472	Occupied	$3,475	$75	$1
Denizen X / 123 Melrose St	473	Occupied	$1,017	$75	$209
Denizen X / 123 Melrose St	474	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	475	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	476	Vacant			$0
Denizen X / 123 Melrose St	477	Vacant			$0
Denizen X / 123 Melrose St	478	Occupied	$3,400	$100	$0
Denizen X / 123 Melrose St	479	Occupied	$3,875	$150	$0
Denizen X / 123 Melrose St	501	Occupied	$3,325	$75	$0
Denizen X / 123 Melrose St	502	Occupied	$1,230	$150	$0
Denizen X / 123 Melrose St	503	Occupied	$1,261	$75	$702
Denizen X / 123 Melrose St	504	Vacant			$0
Denizen X / 123 Melrose St	505	Occupied	$3,650	$75	$3,650
Denizen X / 123 Melrose St	506	Occupied	$3,700	$375	$75
Denizen X / 123 Melrose St	507	Occupied	$3,450	$450	$0
Denizen X / 123 Melrose St	508	Occupied	$1,230	$75	$0
Denizen X / 123 Melrose St	509	Vacant			$0
Denizen X / 123 Melrose St	510	Occupied	$4,675	$525	$0
Denizen X / 123 Melrose St	511	Vacant	$3,650		$0
Denizen X / 123 Melrose St	512	Occupied	$3,650	$275	$0
Denizen X / 123 Melrose St	513	Vacant			$0
Denizen X / 123 Melrose St	514	Occupied	$4,475	$450	$0
Denizen X / 123 Melrose St	515	Vacant			$0
Denizen X / 123 Melrose St	516	Vacant			$0
Denizen X / 123 Melrose St	517	Occupied	$4,700	-$4,400	$0
Denizen X / 123 Melrose St	518	Occupied	$2,400	$75	$1,496

Denizen X / 123 Melrose St	519	Vacant			$0
Denizen X / 123 Melrose St	520	Vacant			$0
Denizen X / 123 Melrose St	521	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	522	Vacant			$0
Denizen X / 123 Melrose St	523	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	524	Occupied	$2,700	$300	$0
Denizen X / 123 Melrose St	525	Occupied	$947	$100	$0
Denizen X / 123 Melrose St	526	Vacant			$0
Denizen X / 123 Melrose St	527	Occupied	$947	$75	$0
Denizen X / 123 Melrose St	528	Vacant			$0
Denizen X / 123 Melrose St	529	Occupied	$947	$75	$0
Denizen X / 123 Melrose St	530	Vacant			$0
Denizen X / 123 Melrose St	531	Occupied	$2,725	$375	$0
Denizen X / 123 Melrose St	532	Vacant			$0
Denizen X / 123 Melrose St	533	Vacant			$0
Denizen X / 123 Melrose St	534	Vacant			$0
Denizen X / 123 Melrose St	535	Occupied	$2,700	$75	$5,625
Denizen X / 123 Melrose St	536	Vacant			$0
Denizen X / 123 Melrose St	537	Vacant			$0
Denizen X / 123 Melrose St	538	Vacant			$0
Denizen X / 123 Melrose St	539	Vacant			$0
Denizen X / 123 Melrose St	540	Occupied	$2,700	$75	$0
Denizen X / 123 Melrose St	541	Vacant			$0
Denizen X / 123 Melrose St	542	Vacant			$0
Denizen X / 123 Melrose St	543	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	544	Occupied	$947	$0	$441
Denizen X / 123 Melrose St	545	Vacant			$0
Denizen X / 123 Melrose St	546	Occupied	$947	$75	$0
Denizen X / 123 Melrose St	547	Vacant			$0
Denizen X / 123 Melrose St	548	Vacant			$0
Denizen X / 123 Melrose St	549	Occupied	$4,500	$150	$0
Denizen X / 123 Melrose St	550	Vacant			$0
Denizen X / 123 Melrose St	551	Vacant			$0
Denizen X / 123 Melrose St	552	Vacant			$0
Denizen X / 123 Melrose St	553	Vacant			$0
Denizen X / 123 Melrose St	554	Vacant			$0
Denizen X / 123 Melrose St	555	Occupied	$2,875	$150	$2,875
Denizen X / 123 Melrose St	556	Occupied	$3,600	$150	$0
Denizen X / 123 Melrose St	557	Vacant			$0
Denizen X / 123 Melrose St	558	Vacant			$0
Denizen X / 123 Melrose St	559	Occupied	$3,525	$75	$7,050
Denizen X / 123 Melrose St	560	Vacant			$0
Denizen X / 123 Melrose St	561	Occupied	$4,200	$225	$75
Denizen X / 123 Melrose St	570	Occupied	$1,017	$75	$231
Denizen X / 123 Melrose St	571	Occupied	$1,017	$100	$0
Denizen X / 123 Melrose St	572	Occupied	$3,700	$150	$0
Denizen X / 123 Melrose St	573	Occupied	$1,017	$75	$34

Denizen X / 123 Melrose St	574	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	575	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	576	Vacant			$0
Denizen X / 123 Melrose St	577	Vacant			$0
Denizen X / 123 Melrose St	578	Occupied	$3,650	$75	$0
Denizen X / 123 Melrose St	579	Occupied	$4,300	$225	$1,154
Denizen X / 123 Melrose St	601	Occupied	$3,550	$225	$0
Denizen X / 123 Melrose St	602	Occupied	$1,230	$75	$0
Denizen X / 123 Melrose St	603	Occupied	$1,230	$150	$0
Denizen X / 123 Melrose St	604	Occupied	$4,250	$150	$2,331
Denizen X / 123 Melrose St	605	Occupied	$3,600	$0	$4,980
Denizen X / 123 Melrose St	606	Occupied	$3,725	$225	$0
Denizen X / 123 Melrose St	607	Vacant			$0
Denizen X / 123 Melrose St	608	Occupied	$1,230	$150	$0
Denizen X / 123 Melrose St	609	Occupied	$4,550	$450	$0
Denizen X / 123 Melrose St	610	Occupied	$4,700	$75	$0
Denizen X / 123 Melrose St	611	Vacant			$0
Denizen X / 123 Melrose St	612	Vacant			$0
Denizen X / 123 Melrose St	613	Vacant			$0
Denizen X / 123 Melrose St	614	Occupied	$4,500	$150	$0
Denizen X / 123 Melrose St	615	Vacant			$0
Denizen X / 123 Melrose St	616	Vacant			$0
Denizen X / 123 Melrose St	617	Occupied	$4,725	$0	$0
Denizen X / 123 Melrose St	618	Occupied	$2,400	$375	$0
Denizen X / 123 Melrose St	619	Vacant			$0
Denizen X / 123 Melrose St	620	Vacant			$0
Denizen X / 123 Melrose St	621	Occupied	$947	$0	$3,341
Denizen X / 123 Melrose St	622	Vacant			$0
Denizen X / 123 Melrose St	623	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	624	Occupied	$2,750	$75	$206
Denizen X / 123 Melrose St	625	Occupied	$947	$375	$0
Denizen X / 123 Melrose St	626	Vacant			$0
Denizen X / 123 Melrose St	627	Occupied	$947	$75	$3
Denizen X / 123 Melrose St	628	Vacant			$0
Denizen X / 123 Melrose St	629	Occupied	$947	$75	$19
Denizen X / 123 Melrose St	630	Vacant			$0
Denizen X / 123 Melrose St	631	Occupied	$2,900	$375	$1,185
Denizen X / 123 Melrose St	632	Vacant			$0
Denizen X / 123 Melrose St	633	Vacant			$0
Denizen X / 123 Melrose St	634	Vacant			$0
Denizen X / 123 Melrose St	635	Vacant			$0
Denizen X / 123 Melrose St	636	Vacant			$0
Denizen X / 123 Melrose St	637	Occupied	$2,575	$0	$0
Denizen X / 123 Melrose St	638	Vacant			$0
Denizen X / 123 Melrose St	639	Vacant			$0
Denizen X / 123 Melrose St	640	Occupied	$2,750	$75	$5,147
Denizen X / 123 Melrose St	641	Vacant			$0

Denizen X / 123 Melrose St	642	Vacant			$0
Denizen X / 123 Melrose St	643	Occupied	$947	$0	$0
Denizen X / 123 Melrose St	644	Occupied	$947	$75	$1,544
Denizen X / 123 Melrose St	645	Vacant			$0
Denizen X / 123 Melrose St	646	Occupied	$947	$75	$0
Denizen X / 123 Melrose St	647	Vacant			$0
Denizen X / 123 Melrose St	648	Occupied	$2,750	$75	$0
Denizen X / 123 Melrose St	649	Occupied	$4,200	$150	$0
Denizen X / 123 Melrose St	650	Vacant			$0
Denizen X / 123 Melrose St	651	Vacant			$0
Denizen X / 123 Melrose St	652	Vacant			$0
Denizen X / 123 Melrose St	653	Vacant			$0
Denizen X / 123 Melrose St	654	Vacant			$0
Denizen X / 123 Melrose St	655	Vacant			$0
Denizen X / 123 Melrose St	656	Occupied	$3,625	$75	$3,156
Denizen X / 123 Melrose St	657	Vacant			$0
Denizen X / 123 Melrose St	658	Vacant			$0
Denizen X / 123 Melrose St	659	Occupied	$1,017	$0	$256
Denizen X / 123 Melrose St	660	Occupied	$4,275	$300	$0
Denizen X / 123 Melrose St	661	Vacant			$0
Denizen X / 123 Melrose St	670	Vacant			$0
Denizen X / 123 Melrose St	671	Occupied	$1,017	$0	$2,428
Denizen X / 123 Melrose St	672	Vacant			$0
Denizen X / 123 Melrose St	673	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	674	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	675	Occupied	$1,017	$0	$1,071
Denizen X / 123 Melrose St	676	Vacant			$0
Denizen X / 123 Melrose St	677	Vacant			$0
Denizen X / 123 Melrose St	678	Occupied	$3,650	$150	$3,725
Denizen X / 123 Melrose St	679	Vacant			$0
Denizen X / 123 Melrose St	701	Occupied	$3,575	$150	$0
Denizen X / 123 Melrose St	702	Occupied	$1,230	$75	$0
Denizen X / 123 Melrose St	703	Occupied	$1,230	$75	$0
Denizen X / 123 Melrose St	704	Vacant			$0
Denizen X / 123 Melrose St	705	Vacant			$0
Denizen X / 123 Melrose St	706	Occupied	$3,750	$75	$1,875
Denizen X / 123 Melrose St	707	Vacant			$0
Denizen X / 123 Melrose St	708	Occupied	$3,150	$75	$0
Denizen X / 123 Melrose St	709	Occupied	$4,650	$150	$2,115
Denizen X / 123 Melrose St	710	Occupied	$5,275	$0	$0
Denizen X / 123 Melrose St	711	Occupied	$4,300	$0	$64,223
Denizen X / 123 Melrose St	712	Occupied	$4,300	$450	$0
Denizen X / 123 Melrose St	713	Occupied	$4,300	$225	$4,003
Denizen X / 123 Melrose St	714	Vacant			$0
Denizen X / 123 Melrose St	715	Occupied	$4,750	$75	$75
Denizen X / 123 Melrose St	716	Occupied	$2,400	$75	$3,119
Denizen X / 123 Melrose St	717	Vacant			$0

Denizen X / 123 Melrose St	718	Vacant			$0
Denizen X / 123 Melrose St	719	Vacant			$0
Denizen X / 123 Melrose St	720	Occupied	$5,300	$475	$0
Denizen X / 123 Melrose St	721	Vacant			$0
Denizen X / 123 Melrose St	722	Occupied	$5,300	$300	$0
Denizen X / 123 Melrose St	723	Occupied	$3,900	$525	$8,475
Denizen X / 123 Melrose St	724	Vacant			$0
Denizen X / 123 Melrose St	735	Occupied	$3,900	$75	$4,150
Denizen X / 123 Melrose St	736	Occupied	$3,900	$75	$3,900
Denizen X / 123 Melrose St	737	Occupied	$3,650	$375	$0
Denizen X / 123 Melrose St	738	Occupied	$4,200	$375	$0
Denizen X / 123 Melrose St	739	Vacant			$0
Denizen X / 123 Melrose St	740	Vacant			$0
Denizen X / 123 Melrose St	741	Vacant			$0
Denizen X / 123 Melrose St	742	Vacant			$0
Denizen X / 123 Melrose St	743	Vacant			$0
Denizen X / 123 Melrose St	744	Occupied	$2,800	$150	$12,400
Denizen X / 123 Melrose St	745	Vacant			$0
Denizen X / 123 Melrose St	746	Vacant			$0
Denizen X / 123 Melrose St	747	Occupied	$2,850	$75	$0
Denizen X / 123 Melrose St	748	Occupied	$4,300	$150	$5,060
Denizen X / 123 Melrose St	749	Vacant			$0
Denizen X / 123 Melrose St	750	Vacant			$0
Denizen X / 123 Melrose St	751	Vacant			$0
Denizen X / 123 Melrose St	752	Vacant			$0
Denizen X / 123 Melrose St	753	Occupied	$3,175	$75	$0
Denizen X / 123 Melrose St	754	Vacant			$0
Denizen X / 123 Melrose St	755	Occupied	$3,700	$75	$6,909
Denizen X / 123 Melrose St	756	Vacant			$0
Denizen X / 123 Melrose St	757	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	758	Vacant			$0
Denizen X / 123 Melrose St	759	Occupied	$4,450	$500	$0
Denizen X / 123 Melrose St	760	Vacant			$0
Denizen X / 123 Melrose St	770	Vacant			$0
Denizen X / 123 Melrose St	771	Occupied	$1,017	$0	$1,625
Denizen X / 123 Melrose St	772	Occupied	$3,625	$475	$0
Denizen X / 123 Melrose St	773	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	774	Occupied	$1,017	$150	$0
Denizen X / 123 Melrose St	775	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	776	Vacant			$0
Denizen X / 123 Melrose St	777	Vacant			$0
Denizen X / 123 Melrose St	778	Occupied	$3,550	$150	$0
Denizen X / 123 Melrose St	779	Vacant			$0
Denizen X / 123 Melrose St	801	Occupied	$3,650	$525	$2,043
Denizen X / 123 Melrose St	802	Occupied	$4,700	$150	$0
Denizen X / 123 Melrose St	803	Occupied	$1,230	$75	$0
Denizen X / 123 Melrose St	804	Vacant			$0

Denizen X / 123 Melrose St	816	Occupied	$4,750	$225	$0
Denizen X / 123 Melrose St	817	Occupied	$4,700	$150	$25,311
Denizen X / 123 Melrose St	818	Vacant			$0
Denizen X / 123 Melrose St	819	Occupied	$5,400	$150	$73,241
Denizen X / 123 Melrose St	820	Vacant			$0
Denizen X / 123 Melrose St	821	Vacant			$0
Denizen X / 123 Melrose St	822	Vacant			$0
Denizen X / 123 Melrose St	823	Occupied	$3,000	$75	$0
Denizen X / 123 Melrose St	824	Vacant			$0
Denizen X / 123 Melrose St	835	Occupied	$3,200	$0	$0
Denizen X / 123 Melrose St	836	Occupied	$3,000	$150	$0
Denizen X / 123 Melrose St	837	Occupied	$3,150	$0	$3,150
Denizen X / 123 Melrose St	838	Occupied	$3,650	$150	$0
Denizen X / 123 Melrose St	839	Vacant			$0
Denizen X / 123 Melrose St	840	Occupied	$2,700	$150	$0
Denizen X / 123 Melrose St	841	Vacant			$0
Denizen X / 123 Melrose St	842	Occupied	$4,300	$0	$1,703
Denizen X / 123 Melrose St	843	Occupied	$5,500	$225	$0
Denizen X / 123 Melrose St	844	Occupied	$4,900	$75	$5,050
Denizen X / 123 Melrose St	845	Occupied	$5,300	$75	$0
Denizen X / 123 Melrose St	846	Occupied	$3,450	$450	$0
Denizen X / 123 Melrose St	847	Vacant			$0
Denizen X / 123 Melrose St	848	Occupied	$5,550	$225	$0
Denizen X / 123 Melrose St	849	Vacant			$0
Denizen X / 123 Melrose St	850	Occupied	$5,400	$100	$0
Denizen X / 123 Melrose St	851	Occupied	$1,017	$375	$0
Denizen X / 123 Melrose St	852	Occupied	$3,600	$150	$0
Denizen X / 123 Melrose St	853	Occupied	$1,230	$0	$1,947
Denizen X / 123 Melrose St	854	Vacant			$0
Denizen X / 123 Melrose St	870	Vacant			$0
Denizen X / 123 Melrose St	871	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	872	Occupied	$3,800	$75	$1,226
Denizen X / 123 Melrose St	873	Occupied	$1,017	$75	$0
Denizen X / 123 Melrose St	874	Occupied	$1,017	$375	$0
Denizen X / 123 Melrose St	875	Occupied	$1,017	$0	$0
Denizen X / 123 Melrose St	876	Vacant			$0
Denizen X / 123 Melrose St	877	Vacant			$0
Denizen X / 123 Melrose St	878	Vacant			$0
Denizen X / 123 Melrose St	879	Vacant			$0
Denizen X / 123 Melrose St	944	Occupied	$2,700	$0	$523
Denizen X / 123 Melrose St	945	Occupied	$2,900	$75	$0
Denizen X / 123 Melrose St	946	Occupied	$3,750	$150	$0
Denizen X / 123 Melrose St	947	Vacant			$0
Denizen X / 123 Melrose St	948	Occupied	$4,850	$75	$0
Denizen X / 123 Melrose St	949	Occupied	$5,250	$100	$0
Denizen X / 123 Melrose St	950	Occupied	$3,550	$450	$0
Denizen X / 123 Melrose St	951	Vacant			$0

Denizen X / 123 Melrose St	952	Occupied	$2,700	$75	$806
Denizen X / 123 Melrose St	953	Occupied	$4,850	$150	$2,742
Denizen X / 123 Melrose St	954	Vacant			$0
Denizen X / 123 Melrose St	955	Occupied	$3,600	$75	$0
Denizen X / 123 Melrose St	956	Vacant			$0
Denizen X / 123 Melrose St	957	Occupied	$4,350	$375	$0
Denizen X / 123 Melrose St	Portion of Ground Floor	Occupied per License Agreement dated July 28, 2021	See License Agreement	See License Agreement	

* Includes the aggregate sum of (i) all Amenity Fees, Parking Fees/Rents/Charges, Washer/Dryer Fees paid by such Tenant and (ii) all credits received by such Tenant pursuant to its Lease or other applicable written agreement with the landlord.

** Includes legal and NSF Fees

EXHIBIT B-2

Lease Schedule for Noll Street Property

Residential Rent Roll (As of 7/27/2021)

Building	Apt. #	Occupancy Status	Rent	Other Charges*	Arrears**
Denizen Y / 54 Noll St	101	Occupied	$3,450	$200	$0
Denizen Y / 54 Noll St	102	Occupied	$1,230	$0	$0
Denizen Y / 54 Noll St	103	Occupied	$3,300	$100	$0
Denizen Y / 54 Noll St	104	Occupied	$3,175	$0	$0
Denizen Y / 54 Noll St	105	Occupied	$3,300	$300	$0
Denizen Y / 54 Noll St	201	Occupied	$3,000	$0	$0
Denizen Y / 54 Noll St	202	Occupied	$3,000	$175	$6,000
Denizen Y / 54 Noll St	203	Occupied	$3,200	$0	$4,848
Denizen Y / 54 Noll St	204	Occupied	$1,032	$0	$0
Denizen Y / 54 Noll St	205	Occupied	$4,175	$200	$0
Denizen Y / 54 Noll St	206	Occupied	$3,100	$200	$0
Denizen Y / 54 Noll St	207	Occupied	$1,248	$175	$2,300
Denizen Y / 54 Noll St	208	Occupied	$3,200	$100	$0
Denizen Y / 54 Noll St	209	Occupied	$1,261	$0	$351
Denizen Y / 54 Noll St	210	Occupied	$3,100	$500	$0
Denizen Y / 54 Noll St	213	Occupied	$3,200	$100	$0
Denizen Y / 54 Noll St	214	Occupied	$1,261	$0	$0
Denizen Y / 54 Noll St	215	Occupied	$1,042	$0	$4,092
Denizen Y / 54 Noll St	216	Occupied	$3,147	$75	$3,222
Denizen Y / 54 Noll St	217	Occupied	$3,525	$150	$0
Denizen Y / 54 Noll St	218	Occupied	$1,042	$100	$0
Denizen Y / 54 Noll St	219	Occupied	$3,200	$200	$0
Denizen Y / 54 Noll St	220	Occupied	$2,950	$300	$0
Denizen Y / 54 Noll St	221	Occupied	$3,150	$0	$0
Denizen Y / 54 Noll St	222	Occupied	$3,050	$275	$1,773
Denizen Y / 54 Noll St	223	Occupied	$3,325	$100	$222
Denizen Y / 54 Noll St	226	Occupied	$4,375	$500	$0
Denizen Y / 54 Noll St	227	Occupied	$3,200	$100	$0
Denizen Y / 54 Noll St	228	Occupied	$2,850	$100	$0
Denizen Y / 54 Noll St	229	Occupied	$2,925	$100	$0
Denizen Y / 54 Noll St	230	Occupied	$3,000	$175	$17,493
Denizen Y / 54 Noll St	231	Occupied	$2,400	$100	$0
Denizen Y / 54 Noll St	232	Occupied	$2,350	$400	$0
Denizen Y / 54 Noll St	233	Occupied	$2,300	$100	$0
Denizen Y / 54 Noll St	234	Occupied	$3,300	$200	$0
Denizen Y / 54 Noll St	235	Occupied	$2,350	$100	$0

Denizen Y / 54 Noll St	236	Occupied	$2,400	$0	$2,400
Denizen Y / 54 Noll St	237	Occupied	$3,250	$100	$0
Denizen Y / 54 Noll St	240	Occupied	$3,000	$500	$0
Denizen Y / 54 Noll St	241	Occupied	$2,400	$0	$0
Denizen Y / 54 Noll St	242	Occupied	$2,325	$200	$0
Denizen Y / 54 Noll St	243	Vacant			$0
Denizen Y / 54 Noll St	244	Occupied	$3,248	$175	$231
Denizen Y / 54 Noll St	245	Occupied	$2,350	$100	$4,697
Denizen Y / 54 Noll St	246	Occupied	$2,350	$100	$0
Denizen Y / 54 Noll St	247	Occupied	$2,875	$200	$1,134
Denizen Y / 54 Noll St	248	Occupied	$2,350	$175	$156
Denizen Y / 54 Noll St	249	Occupied	$2,284	$100	$0
Denizen Y / 54 Noll St	250	Occupied	$4,750	$200	$1,059
Denizen Y / 54 Noll St	251	Occupied	$2,900	$100	$0
Denizen Y / 54 Noll St	252	Occupied	$2,500	$0	$11,400
Denizen Y / 54 Noll St	253	Occupied	$1,017	$75	$0
Denizen Y / 54 Noll St	254	Occupied	$3,600	$100	$0
Denizen Y / 54 Noll St	255	Vacant			$0
Denizen Y / 54 Noll St	256	Occupied	$961	$0	$1,053
Denizen Y / 54 Noll St	257	Occupied	$2,500	$0	$0
Denizen Y / 54 Noll St	258	Occupied	$1,042	$0	$64
Denizen Y / 54 Noll St	259	Occupied	$3,500	$400	$75
Denizen Y / 54 Noll St	260	Occupied	$3,550	$200	$0
Denizen Y / 54 Noll St	261	Occupied	$1,017	$175	$0
Denizen Y / 54 Noll St	262	Occupied	$1,017	$0	$0
Denizen Y / 54 Noll St	263	Occupied	$1,017	$100	$96
Denizen Y / 54 Noll St	264	Occupied	$3,100	$100	$0
Denizen Y / 54 Noll St	265	Occupied	$3,100	$200	$3,300
Denizen Y / 54 Noll St	266	Superintendent	$3,900	-$2,000	$1,900
Denizen Y / 54 Noll St	301	Occupied	$3,150	$200	$0
Denizen Y / 54 Noll St	302	Occupied	$3,000	$50	$0
Denizen Y / 54 Noll St	303	Occupied	$3,225	$300	$48
Denizen Y / 54 Noll St	304	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	305	Occupied	$4,000	$200	$525
Denizen Y / 54 Noll St	306	Occupied	$3,325	$0	$3,325
Denizen Y / 54 Noll St	307	Occupied	$1,230	$475	$3,627
Denizen Y / 54 Noll St	308	Occupied	$3,225	$500	$0
Denizen Y / 54 Noll St	309	Occupied	$1,248	$100	$0
Denizen Y / 54 Noll St	310	Occupied	$3,225	$100	$10
Denizen Y / 54 Noll St	311	Occupied	$3,850	$0	$0
Denizen Y / 54 Noll St	312	Occupied	$1,261	$100	$0
Denizen Y / 54 Noll St	313	Vacant			$0
Denizen Y / 54 Noll St	314	Occupied	$4,150	$300	$0

Denizen Y / 54 Noll St	315	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	316	Occupied	$3,100	$475	$0
Denizen Y / 54 Noll St	317	Occupied	$3,650	$300	$0
Denizen Y / 54 Noll St	318	Occupied	$1,042	$50	$0
Denizen Y / 54 Noll St	319	Occupied	$3,300	$200	$0
Denizen Y / 54 Noll St	320	Occupied	$1,042	$100	$58
Denizen Y / 54 Noll St	321	Vacant			$0
Denizen Y / 54 Noll St	322	Occupied	$1,017	$175	$325
Denizen Y / 54 Noll St	323	Occupied	$3,325	$200	$0
Denizen Y / 54 Noll St	324	Occupied	$2,900	$100	$2,900
Denizen Y / 54 Noll St	325	Occupied	$2,975	$200	$0
Denizen Y / 54 Noll St	326	Occupied	$4,500	$0	$50,706
Denizen Y / 54 Noll St	327	Occupied	$1,042	$0	$0
Denizen Y / 54 Noll St	328	Occupied	$3,300	$0	$2,555
Denizen Y / 54 Noll St	329	Occupied	$3,000	$0	$654
Denizen Y / 54 Noll St	330	Occupied	$3,350	$75	$1,546
Denizen Y / 54 Noll St	331	Occupied	$2,525	$0	$0
Denizen Y / 54 Noll St	332	Occupied	$2,400	$300	$198
Denizen Y / 54 Noll St	333	Occupied	$947	$100	$0
Denizen Y / 54 Noll St	334	Occupied	$3,250	$0	$0
Denizen Y / 54 Noll St	335	Occupied	$2,400	$100	$0
Denizen Y / 54 Noll St	336	Occupied	$961	$0	$14,693
Denizen Y / 54 Noll St	337	Occupied	$3,225	$0	$0
Denizen Y / 54 Noll St	338	Occupied	$2,400	$75	$2,472
Denizen Y / 54 Noll St	339	Occupied	$947	$0	$641
Denizen Y / 54 Noll St	340	Occupied	$2,850	$200	$0
Denizen Y / 54 Noll St	341	Occupied	$2,400	$0	$0
Denizen Y / 54 Noll St	342	Occupied	$961	$0	$0
Denizen Y / 54 Noll St	343	Occupied	$2,900	$0	$0
Denizen Y / 54 Noll St	344	Occupied	$3,525	$0	$0
Denizen Y / 54 Noll St	345	Occupied	$2,525	$50	$0
Denizen Y / 54 Noll St	346	Occupied	$2,425	$100	$0
Denizen Y / 54 Noll St	347	Occupied	$2,825	$175	$0
Denizen Y / 54 Noll St	348	Occupied	$2,425	$0	$0
Denizen Y / 54 Noll St	349	Occupied	$2,350	$100	$0
Denizen Y / 54 Noll St	350	Occupied	$4,325	$50	$57
Denizen Y / 54 Noll St	351	Occupied	$2,950	$200	$0
Denizen Y / 54 Noll St	352	Occupied	$2,600	$0	$1,387
Denizen Y / 54 Noll St	353	Occupied	$1,017	$400	$0
Denizen Y / 54 Noll St	354	Occupied	$3,700	$400	$0
Denizen Y / 54 Noll St	355	Occupied	$3,200	$0	$6,400
Denizen Y / 54 Noll St	356	Occupied	$947	$0	$0
Denizen Y / 54 Noll St	357	Occupied	$2,825	$300	$1,591

Denizen Y / 54 Noll St	358	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	359	Occupied	$3,650	$200	$0
Denizen Y / 54 Noll St	360	Occupied	$3,400	$275	$0
Denizen Y / 54 Noll St	361	Occupied	$1,032	$0	$245
Denizen Y / 54 Noll St	362	Occupied	$1,017	$0	$7
Denizen Y / 54 Noll St	363	Occupied	$1,042	$0	$0
Denizen Y / 54 Noll St	364	Occupied	$3,125	$200	$3,125
Denizen Y / 54 Noll St	365	Vacant			$0
Denizen Y / 54 Noll St	366	Occupied	$3,450	$100	$3,550
Denizen Y / 54 Noll St	401	Occupied	$3,125	$0	$0
Denizen Y / 54 Noll St	402	Vacant			$0
Denizen Y / 54 Noll St	403	Occupied	$3,400	$50	$0
Denizen Y / 54 Noll St	404	Occupied	$1,042	$0	$891
Denizen Y / 54 Noll St	405	Occupied	$4,150	$200	$2,905
Denizen Y / 54 Noll St	406	Vacant			$0
Denizen Y / 54 Noll St	407	Occupied	$1,230	$0	$0
Denizen Y / 54 Noll St	408	Occupied	$3,350	$150	$0
Denizen Y / 54 Noll St	409	Occupied	$1,230	$100	$0
Denizen Y / 54 Noll St	410	Occupied	$3,250	$100	$95
Denizen Y / 54 Noll St	411	Occupied	$3,900	$150	$0
Denizen Y / 54 Noll St	412	Occupied	$1,248	$0	$2
Denizen Y / 54 Noll St	413	Occupied	$3,150	$200	$0
Denizen Y / 54 Noll St	414	Occupied	$4,150	$0	$600
Denizen Y / 54 Noll St	415	Occupied	$1,042	$0	$63
Denizen Y / 54 Noll St	416	Occupied	$3,125	$100	$0
Denizen Y / 54 Noll St	417	Occupied	$3,675	$300	$110
Denizen Y / 54 Noll St	418	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	419	Occupied	$3,400	$0	$1,974
Denizen Y / 54 Noll St	420	Occupied	$1,017	$75	$0
Denizen Y / 54 Noll St	421	Occupied	$3,300	$150	$3,450
Denizen Y / 54 Noll St	422	Occupied	$1,042	$0	$0
Denizen Y / 54 Noll St	423	Occupied	$3,350	$100	$0
Denizen Y / 54 Noll St	424	Occupied	$3,050	$100	$0
Denizen Y / 54 Noll St	425	Occupied	$3,300	$0	$3,375
Denizen Y / 54 Noll St	426	Occupied	$4,450	$400	$500
Denizen Y / 54 Noll St	427	Occupied	$3,350	$400	$650
Denizen Y / 54 Noll St	428	Occupied	$3,400	$200	$0
Denizen Y / 54 Noll St	429	Occupied	$3,000	$100	$0
Denizen Y / 54 Noll St	430	Occupied	$3,550	$100	$2,768
Denizen Y / 54 Noll St	431	Occupied	$2,575	$100	$2,486
Denizen Y / 54 Noll St	432	Occupied	$2,525	$0	$2,609
Denizen Y / 54 Noll St	433	Occupied	$947	$0	$1,565
Denizen Y / 54 Noll St	434	Vacant			$0

Denizen Y / 54 Noll St	435	Occupied	$2,425	$75	$2,111
Denizen Y / 54 Noll St	436	Occupied	$971	$0	$71
Denizen Y / 54 Noll St	437	Occupied	$3,250	$800	$0
Denizen Y / 54 Noll St	438	Occupied	$2,425	$100	$2,002
Denizen Y / 54 Noll St	439	Occupied	$947	$0	$341
Denizen Y / 54 Noll St	440	Occupied	$2,925	$0	$25
Denizen Y / 54 Noll St	441	Occupied	$2,375	$75	$0
Denizen Y / 54 Noll St	442	Occupied	$961	$0	$2,478
Denizen Y / 54 Noll St	443	Occupied	$1,017	$0	$0
Denizen Y / 54 Noll St	444	Occupied	$3,550	$0	$0
Denizen Y / 54 Noll St	445	Occupied	$2,475	$0	$6,373
Denizen Y / 54 Noll St	446	Occupied	$2,450	$0	$2,450
Denizen Y / 54 Noll St	447	Occupied	$2,875	$50	$0
Denizen Y / 54 Noll St	448	Occupied	$2,450	$100	$0
Denizen Y / 54 Noll St	449	Occupied	$2,375	$100	$284
Denizen Y / 54 Noll St	450	Occupied	$4,800	$350	$150
Denizen Y / 54 Noll St	451	Occupied	$2,950	$0	$0
Denizen Y / 54 Noll St	452	Occupied	$2,575	$100	$0
Denizen Y / 54 Noll St	453	Occupied	$1,032	$0	$0
Denizen Y / 54 Noll St	454	Occupied	$3,725	$150	$0
Denizen Y / 54 Noll St	455	Occupied	$3,200	$500	$0
Denizen Y / 54 Noll St	456	Occupied	$947	$0	$0
Denizen Y / 54 Noll St	457	Occupied	$2,900	$75	$87
Denizen Y / 54 Noll St	458	Occupied	$1,017	$100	$1,227
Denizen Y / 54 Noll St	459	Occupied	$3,700	$0	$5,840
Denizen Y / 54 Noll St	460	Occupied	$3,425	$0	$3,970
Denizen Y / 54 Noll St	461	Occupied	$1,042	$0	$4,355
Denizen Y / 54 Noll St	462	Occupied	$1,042	$100	$0
Denizen Y / 54 Noll St	463	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	464	Occupied	$3,200	$200	$0
Denizen Y / 54 Noll St	465	Occupied	$3,200	$200	$0
Denizen Y / 54 Noll St	466	Occupied	$3,525	$100	$0
Denizen Y / 54 Noll St	501	Occupied	$3,200	$100	$3,200
Denizen Y / 54 Noll St	502	Occupied	$3,100	$0	$0
Denizen Y / 54 Noll St	503	Occupied	$3,625	$200	$0
Denizen Y / 54 Noll St	504	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	505	Occupied	$4,200	$200	$138
Denizen Y / 54 Noll St	506	Occupied	$3,300	$200	$21,454
Denizen Y / 54 Noll St	507	Occupied	$1,261	$0	$0
Denizen Y / 54 Noll St	508	Vacant			$0
Denizen Y / 54 Noll St	509	Occupied	$1,261	$300	$0
Denizen Y / 54 Noll St	510	Occupied	$3,400	$100	$23,777
Denizen Y / 54 Noll St	511	Occupied	$3,950	$200	$4,009

Denizen Y / 54 Noll St	512	Occupied	$1,261	$0	$0
Denizen Y / 54 Noll St	513	Occupied	$3,225	$200	$0
Denizen Y / 54 Noll St	514	Occupied	$4,200	$0	$4,326
Denizen Y / 54 Noll St	515	Occupied	$1,042	$0	$0
Denizen Y / 54 Noll St	516	Occupied	$3,150	$200	$0
Denizen Y / 54 Noll St	517	Occupied	$3,700	$200	$1,850
Denizen Y / 54 Noll St	518	Occupied	$1,042	$100	$0
Denizen Y / 54 Noll St	519	Occupied	$3,450	$400	$0
Denizen Y / 54 Noll St	520	Occupied	$1,017	$175	$250
Denizen Y / 54 Noll St	521	Vacant			$0
Denizen Y / 54 Noll St	522	Occupied	$1,042	$0	$0
Denizen Y / 54 Noll St	523	Occupied	$3,350	$200	$720
Denizen Y / 54 Noll St	524	Occupied	$3,125	$100	$0
Denizen Y / 54 Noll St	525	Occupied	$3,125	$100	$0
Denizen Y / 54 Noll St	526	Occupied	$4,500	$200	$0
Denizen Y / 54 Noll St	527	Occupied	$3,225	$100	$0
Denizen Y / 54 Noll St	528	Vacant			$0
Denizen Y / 54 Noll St	529	Occupied	$3,050	$100	$0
Denizen Y / 54 Noll St	530	Occupied	$3,575	$200	$0
Denizen Y / 54 Noll St	531	Occupied	$2,575	$100	$0
Denizen Y / 54 Noll St	532	Occupied	$2,400	$0	$0
Denizen Y / 54 Noll St	533	Occupied	$947	$100	$0
Denizen Y / 54 Noll St	534	Occupied	$3,300	$75	$2,744
Denizen Y / 54 Noll St	535	Occupied	$2,400	$200	$0
Denizen Y / 54 Noll St	536	Occupied	$971	$0	$1,313
Denizen Y / 54 Noll St	537	Occupied	$3,300	$0	$142
Denizen Y / 54 Noll St	538	Occupied	$2,400	$100	$0
Denizen Y / 54 Noll St	539	Occupied	$971	$100	$0
Denizen Y / 54 Noll St	540	Occupied	$2,950	$100	$1,118
Denizen Y / 54 Noll St	541	Occupied	$2,425	$100	$625
Denizen Y / 54 Noll St	542	Occupied	$947	$0	$0
Denizen Y / 54 Noll St	543	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	544	Occupied	$3,575	$0	$5,482
Denizen Y / 54 Noll St	545	Occupied	$2,400	$200	$7,200
Denizen Y / 54 Noll St	546	Occupied	$2,450	$0	$400
Denizen Y / 54 Noll St	547	Occupied	$2,900	$100	$0
Denizen Y / 54 Noll St	548	Occupied	$2,375	$0	$0
Denizen Y / 54 Noll St	549	Occupied	$2,400	$0	$36
Denizen Y / 54 Noll St	550	Occupied	$4,850	$200	$520
Denizen Y / 54 Noll St	551	Occupied	$3,025	$100	$21
Denizen Y / 54 Noll St	552	Occupied	$2,500	$100	$0
Denizen Y / 54 Noll St	553	Occupied	$1,017	$0	$0
Denizen Y / 54 Noll St	554	Occupied	$3,806	$75	$6,080

Denizen Y / 54 Noll St	555	Occupied	$3,300	$0	$0
Denizen Y / 54 Noll St	556	Occupied	$947	$0	$0
Denizen Y / 54 Noll St	557	Occupied	$2,950	$100	$0
Denizen Y / 54 Noll St	558	Occupied	$1,042	$100	$0
Denizen Y / 54 Noll St	559	Occupied	$3,750	$275	$244
Denizen Y / 54 Noll St	560	Vacant			$0
Denizen Y / 54 Noll St	561	Occupied	$1,032	$0	$0
Denizen Y / 54 Noll St	562	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	563	Occupied	$1,042	$75	$993
Denizen Y / 54 Noll St	564	Occupied	$3,300	$50	$325
Denizen Y / 54 Noll St	565	Occupied	$3,300	$200	$3,500
Denizen Y / 54 Noll St	566	Occupied	$3,550	$0	$0
Denizen Y / 54 Noll St	601	Occupied	$3,250	$200	$510
Denizen Y / 54 Noll St	602	Occupied	$3,075	$75	$0
Denizen Y / 54 Noll St	603	Occupied	$3,400	$200	$0
Denizen Y / 54 Noll St	604	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	605	Occupied	$4,250	$100	$0
Denizen Y / 54 Noll St	606	Occupied	$3,400	$300	$0
Denizen Y / 54 Noll St	607	Occupied	$1,248	$0	$0
Denizen Y / 54 Noll St	608	Occupied	$3,400	$100	$790
Denizen Y / 54 Noll St	609	Occupied	$3,950	$100	$0
Denizen Y / 54 Noll St	610	Occupied	$3,350	$150	$50
Denizen Y / 54 Noll St	611	Occupied	$4,000	$75	$0
Denizen Y / 54 Noll St	612	Occupied	$1,230	$100	$126
Denizen Y / 54 Noll St	613	Occupied	$3,250	$200	$3,250
Denizen Y / 54 Noll St	614	Occupied	$4,250	$300	$0
Denizen Y / 54 Noll St	615	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	616	Occupied	$3,200	$100	$0
Denizen Y / 54 Noll St	617	Occupied	$3,725	$200	$0
Denizen Y / 54 Noll St	618	Occupied	$1,032	$100	$0
Denizen Y / 54 Noll St	619	Vacant			$0
Denizen Y / 54 Noll St	620	Occupied	$1,017	$0	$19
Denizen Y / 54 Noll St	621	Occupied	$3,200	$100	$3,248
Denizen Y / 54 Noll St	622	Occupied	$1,017	$175	$0
Denizen Y / 54 Noll St	623	Occupied	$3,375	$100	$2,375
Denizen Y / 54 Noll St	624	Occupied	$3,150	$200	$0
Denizen Y / 54 Noll St	625	Occupied	$3,150	$100	$3,150
Denizen Y / 54 Noll St	626	Occupied	$4,100	$0	$12,700
Denizen Y / 54 Noll St	627	Occupied	$3,350	$100	$3,251
Denizen Y / 54 Noll St	628	Occupied	$3,450	$200	$104
Denizen Y / 54 Noll St	629	Occupied	$3,200	$200	$0
Denizen Y / 54 Noll St	630	Occupied	$3,500	$200	$0
Denizen Y / 54 Noll St	631	Occupied	$2,625	$100	$532

Denizen Y / 54 Noll St	632	Occupied	$2,400	$100	$0
Denizen Y / 54 Noll St	633	Occupied	$947	$0	$8,425
Denizen Y / 54 Noll St	634	Occupied	$3,500	$100	$0
Denizen Y / 54 Noll St	635	Occupied	$2,400	$175	$1,280
Denizen Y / 54 Noll St	636	Occupied	$947	$200	$0
Denizen Y / 54 Noll St	637	Occupied	$3,350	$200	$3,550
Denizen Y / 54 Noll St	638	Occupied	$971	$100	$0
Denizen Y / 54 Noll St	639	Occupied	$2,475	$75	$2,550
Denizen Y / 54 Noll St	640	Occupied	$2,975	$100	$432
Denizen Y / 54 Noll St	641	Occupied	$2,450	$100	$2,487
Denizen Y / 54 Noll St	642	Occupied	$2,425	$75	$0
Denizen Y / 54 Noll St	643	Occupied	$1,017	$100	$1,299
Denizen Y / 54 Noll St	644	Occupied	$3,625	$200	$3,679
Denizen Y / 54 Noll St	645	Occupied	$2,400	$100	$0
Denizen Y / 54 Noll St	646	Occupied	$2,450	$175	$2,292
Denizen Y / 54 Noll St	647	Occupied	$2,925	$100	$1,728
Denizen Y / 54 Noll St	648	Occupied	$2,475	$100	$0
Denizen Y / 54 Noll St	649	Vacant			$0
Denizen Y / 54 Noll St	650	Occupied	$5,000	$300	$0
Denizen Y / 54 Noll St	651	Occupied	$3,050	$0	$0
Denizen Y / 54 Noll St	652	Occupied	$2,600	$0	$2,600
Denizen Y / 54 Noll St	653	Occupied	$1,032	$75	$0
Denizen Y / 54 Noll St	654	Occupied	$3,800	$200	$5,998
Denizen Y / 54 Noll St	655	Occupied	$3,300	$400	$0
Denizen Y / 54 Noll St	656	Occupied	$2,725	$75	$0
Denizen Y / 54 Noll St	657	Occupied	$2,975	$275	$521
Denizen Y / 54 Noll St	658	Occupied	$1,017	$0	$0
Denizen Y / 54 Noll St	659	Occupied	$3,775	$100	$65
Denizen Y / 54 Noll St	660	Occupied	$3,525	$200	$0
Denizen Y / 54 Noll St	661	Occupied	$1,017	$100	$0
Denizen Y / 54 Noll St	662	Occupied	$1,042	$100	$3,709
Denizen Y / 54 Noll St	663	Occupied	$1,042	$0	$504
Denizen Y / 54 Noll St	664	Occupied	$3,350	$200	$100
Denizen Y / 54 Noll St	665	Vacant			$0
Denizen Y / 54 Noll St	666	Occupied	$1,230	$0	$0
Denizen Y / 54 Noll St	701	Occupied	$3,400	$200	$135
Denizen Y / 54 Noll St	702	Occupied	$3,100	$0	$4,200
Denizen Y / 54 Noll St	703	Occupied	$3,500	$200	$3,500
Denizen Y / 54 Noll St	704	Occupied	$4,600	$300	$9,800
Denizen Y / 54 Noll St	706	Occupied	$3,500	$100	$0
Denizen Y / 54 Noll St	707	Occupied	$4,375	$575	$0
Denizen Y / 54 Noll St	708	Occupied	$3,500	$150	$3,553
Denizen Y / 54 Noll St	709	Occupied	$3,700	$0	$0

Denizen Y / 54 Noll St	710	Occupied	$3,575	$75	$3,575
Denizen Y / 54 Noll St	711	Occupied	$3,500	$100	$2,484
Denizen Y / 54 Noll St	712	Occupied	$1,230	$475	$0
Denizen Y / 54 Noll St	713	Occupied	$4,900	$100	$49,389
Denizen Y / 54 Noll St	714	Occupied	$4,400	$200	$0
Denizen Y / 54 Noll St	715	Occupied	$3,300	$400	$0
Denizen Y / 54 Noll St	716	Occupied	$3,300	$450	$1,175
Denizen Y / 54 Noll St	717	Occupied	$3,800	$500	$0
Denizen Y / 54 Noll St	718	Occupied	$3,500	$100	$0
Denizen Y / 54 Noll St	719	Vacant			$0
Denizen Y / 54 Noll St	720	Occupied	$3,550	$200	$0
Denizen Y / 54 Noll St	721	Occupied	$3,500	$100	$0
Denizen Y / 54 Noll St	723	Occupied	$3,400	$275	$3,400
Denizen Y / 54 Noll St	724	Occupied	$5,500	$100	$0
Denizen Y / 54 Noll St	725	Occupied	$5,550	$350	$11,100
Denizen Y / 54 Noll St	727	Occupied	$4,250	$200	$0
Denizen Y / 54 Noll St	728	Occupied	$3,500	$100	$400
Denizen Y / 54 Noll St	729	Occupied	$3,248	$0	$15,078
Denizen Y / 54 Noll St	730	Occupied	$3,600	$100	$0
Denizen Y / 54 Noll St	731	Vacant			$0
Denizen Y / 54 Noll St	732	Occupied	$2,475	$100	$0
Denizen Y / 54 Noll St	733	Occupied	$2,425	$100	$0
Denizen Y / 54 Noll St	734	Occupied	$3,400	$200	$0
Denizen Y / 54 Noll St	735	Occupied	$2,475	$0	$0
Denizen Y / 54 Noll St	736	Occupied	$2,425	$0	$0
Denizen Y / 54 Noll St	737	Occupied	$3,350	$100	$0
Denizen Y / 54 Noll St	738	Occupied	$2,500	$100	$0
Denizen Y / 54 Noll St	739	Occupied	$2,400	$100	$0
Denizen Y / 54 Noll St	740	Occupied	$3,000	$200	$100
Denizen Y / 54 Noll St	741	Occupied	$2,550	$75	$2,630
Denizen Y / 54 Noll St	742	Occupied	$2,425	$100	$100
Denizen Y / 54 Noll St	743	Occupied	$2,950	$400	$0
Denizen Y / 54 Noll St	744	Occupied	$3,600	$0	$1,600
Denizen Y / 54 Noll St	745	Occupied	$2,500	$50	$150
Denizen Y / 54 Noll St	746	Occupied	$2,425	$100	$100
Denizen Y / 54 Noll St	747	Occupied	$2,900	$200	$0
Denizen Y / 54 Noll St	748	Occupied	$2,500	$0	$0
Denizen Y / 54 Noll St	749	Occupied	$2,350	$150	$0
Denizen Y / 54 Noll St	750	Occupied	$4,950	$75	$958
Denizen Y / 54 Noll St	751	Occupied	$3,100	$400	$0
Denizen Y / 54 Noll St	752	Occupied	$2,650	$100	$0
Denizen Y / 54 Noll St	753	Occupied	$3,400	$0	$0
Denizen Y / 54 Noll St	754	Occupied	$3,850	$100	$135

Denizen Y / 54 Noll St	755	Vacant			$0
Denizen Y / 54 Noll St	756	Vacant			$0
Denizen Y / 54 Noll St	757	Occupied	$2,950	$100	$0
Denizen Y / 54 Noll St	758	Occupied	$3,450	$100	$0
Denizen Y / 54 Noll St	759	Occupied	$3,800	$300	$123
Denizen Y / 54 Noll St	760	Occupied	$3,600	$200	$0
Denizen Y / 54 Noll St	761	Occupied	$3,400	$0	$3,400
Denizen Y / 54 Noll St	762	Occupied	$3,550	$200	$825
Denizen Y / 54 Noll St	763	Occupied	$3,450	$400	$123
Denizen Y / 54 Noll St	764	Occupied	$3,400	$0	$0
Denizen Y / 54 Noll St	765	Occupied	$3,350	$200	$0
Denizen Y / 54 Noll St	766	Occupied	$3,650	$200	$3,705
Denizen Y / 54 Noll St	801	Occupied	$3,450	$0	$0
Denizen Y / 54 Noll St	802	Occupied	$3,100	$100	$1,700
Denizen Y / 54 Noll St	803	Occupied	$3,500	$200	$0
Denizen Y / 54 Noll St	804	Occupied	$4,500	$175	$0
Denizen Y / 54 Noll St	806	Occupied	$3,500	$200	$0
Denizen Y / 54 Noll St	807	Vacant			$0
Denizen Y / 54 Noll St	808	Occupied	$3,500	$100	$0
Denizen Y / 54 Noll St	809	Occupied	$5,450	$100	$10,900
Denizen Y / 54 Noll St	810	Occupied	$3,500	$100	$0
Denizen Y / 54 Noll St	812	Occupied	$1,230	$50	$0
Denizen Y / 54 Noll St	813	Occupied	$3,425	$200	$3,476
Denizen Y / 54 Noll St	814	Occupied	$5,050	$300	$5,050
Denizen Y / 54 Noll St	815	Occupied	$4,725	$400	$0
Denizen Y / 54 Noll St	817	Occupied	$4,000	$0	$3,400
Denizen Y / 54 Noll St	818	Occupied	$3,600	$100	$0
Denizen Y / 54 Noll St	819	Occupied	$5,150	$150	$0
Denizen Y / 54 Noll St	820	Occupied	$4,450	$450	$0
Denizen Y / 54 Noll St	821	Occupied	$4,900	$450	$0
Denizen Y / 54 Noll St	822	Occupied	$3,900	$200	$4,292
Denizen Y / 54 Noll St	823	Occupied	$4,300	$200	$0
Denizen Y / 54 Noll St	824	Occupied	$5,125	$400	$0
Denizen Y / 54 Noll St	825	Occupied	$3,750	$0	$0
Denizen Y / 54 Noll St	826	Occupied	$3,600	$575	$0
Denizen Y / 54 Noll St	827	Occupied	$3,750	$200	$0
Denizen Y / 54 Noll St	828	Occupied	$3,500	$200	$1,510
Denizen Y / 54 Noll St	829	Vacant			$0
Denizen Y / 54 Noll St	830	Occupied	$5,400	$300	$25
Denizen Y / 54 Noll St	831	Occupied	$3,100	$100	$0
Denizen Y / 54 Noll St	832	Occupied	$4,600	$100	$0
Denizen Y / 54 Noll St	833	Occupied	$4,725	$675	$0
Denizen Y / 54 Noll St	834	Occupied	$2,500	$175	$0

Denizen Y / 54 Noll St	835	Occupied	$3,100	$100	$4,263
Denizen Y / 54 Noll St	836	Occupied	$2,500	$400	$0
Denizen Y / 54 Noll St	837	Occupied	$2,400	$100	$2,733
Denizen Y / 54 Noll St	838	Occupied	$5,000	$0	$40,850
Denizen Y / 54 Noll St	851	Occupied	$3,150	$100	$0
Denizen Y / 54 Noll St	852	Occupied	$2,700	$100	$2,700
Denizen Y / 54 Noll St	853	Occupied	$3,450	$450	$150
Denizen Y / 54 Noll St	854	Occupied	$3,975	$400	$0
Denizen Y / 54 Noll St	855	Vacant			$0
Denizen Y / 54 Noll St	856	Occupied	$2,750	$100	$100
Denizen Y / 54 Noll St	857	Occupied	$3,000	$0	$1,645
Denizen Y / 54 Noll St	858	Occupied	$3,500	$150	$0
Denizen Y / 54 Noll St	859	Occupied	$3,850	$150	$58
Denizen Y / 54 Noll St	860	Occupied	$3,600	$500	$0
Denizen Y / 54 Noll St	861	Occupied	$3,500	$450	$0
Denizen Y / 54 Noll St	862	Occupied	$3,575	$0	$3,575
Denizen Y / 54 Noll St	863	Occupied	$3,500	$200	$4,900
Denizen Y / 54 Noll St	864	Occupied	$3,500	$200	$0
Denizen Y / 54 Noll St	865	Occupied	$3,500	$200	$0
Denizen Y / 54 Noll St	866	Occupied	$3,700	$200	$56
Denizen Y / 54 Noll St	A3	Occupied****	$2,150	$125***	$0
Denizen Y / 54 Noll St	Ground Floor Retail and Portion of Basement	Tenant not in Possession	Tenant has not commenced paying rent	Tenant has not commenced paying rent	$0

* Includes the aggregate sum of (i) all Amenity Fees, Parking Fees/Rents/Charges, Washer/Dryer Fees paid by such Tenant and (ii) all credits received by such Tenant pursuant to its Lease or other applicable written agreement with the landlord.

** Includes legal and NSF Fees.

***Includes water and sewer charges to Tenant.

**** Tenant has a renewal option as set forth more fully in its Lease.

EXHIBIT B-3

Security Deposits for Melrose Street Property

(As of July 27, 2021)

Building	Unit	Occupancy	Rhino* (Y/N)	Voucher* (Y/N)	Garage Remote	Security Deposit
Denizen X / 123 Melrose St	101	Occupied	No	N/A	N/A	$3,325
Denizen X / 123 Melrose St	102	Occupied	No	Yes	N/A	$956
Denizen X / 123 Melrose St	103	Occupied	No	N/A	N/A	$3,125
Denizen X / 123 Melrose St	104	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	105	Occupied	No	N/A	N/A	$3,800
Denizen X / 123 Melrose St	106	Occupied	No	N/A	N/A	$3,250
Denizen X / 123 Melrose St	107	Occupied	No	N/A	N/A	$3,850
Denizen X / 123 Melrose St	108	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	109	Occupied	No	N/A	N/A	$2,850
Denizen X / 123 Melrose St	110	Occupied	No	N/A	N/A	$2,575
Denizen X / 123 Melrose St	140	Occupied	No	**To be Confirmed	N/A	$1,230
Denizen X / 123 Melrose St	205	Occupied	No	N/A	N/A	$3,125
Denizen X / 123 Melrose St	206	Occupied	No	N/A	N/A	$956
Denizen X / 123 Melrose St	207	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	208	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	209	Occupied	No	N/A	$75	$1,230
Denizen X / 123 Melrose St	210	Occupied	No	To be Confirmed	N/A	$1,027
Denizen X / 123 Melrose St	211	Occupied	No	N/A	$75	$4,800
Denizen X / 123 Melrose St	212	Occupied	No	N/A	N/A	$1,242

Denizen X / 123 Melrose St	213	Occupied	No	To be Confirmed	N/A	$1,242
Denizen X / 123 Melrose St	214	Occupied	Yes	N/A	N/A	$3,350
Denizen X / 123 Melrose St	215	Occupied	Yes	N/A	$150	$3,250
Denizen X / 123 Melrose St	216	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	217	Occupied	No	N/A	N/A	$2,350
Denizen X / 123 Melrose St	218	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	219	Occupied	No	N/A	$75	$2,400
Denizen X / 123 Melrose St	220	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	221	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	222	Occupied	Yes	N/A	N/A	$2,450
Denizen X / 123 Melrose St	223	Occupied	Yes	N/A	N/A	$2,425
Denizen X / 123 Melrose St	224	Occupied	No	N/A	N/A	$3,550
Denizen X / 123 Melrose St	225	Occupied	Yes	N/A	N/A	$2,450
Denizen X / 123 Melrose St	226	Occupied	No	N/A	N/A	$2,375
Denizen X / 123 Melrose St	227	Occupied	No	N/A	N/A	$2,375
Denizen X / 123 Melrose St	228	Occupied	Yes	N/A	N/A	$2,525
Denizen X / 123 Melrose St	229	Occupied	Yes	N/A	N/A	$2,675
Denizen X / 123 Melrose St	230	Super	No	N/A	N/A	$3,900
Denizen X / 123 Melrose St	240	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	241	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	242	Occupied	No	Yes	N/A	$1,027
Denizen X / 123 Melrose St	243	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	244	Occupied	Yes	N/A	N/A	$2,375
Denizen X / 123 Melrose St	245	Occupied	No	N/A	N/A	$2,350
Denizen X / 123 Melrose St	246	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	247	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	248	Occupied	No	N/A	N/A	$3,850
Denizen X / 123 Melrose St	249	Occupied	No	N/A	N/A	$3,125
Denizen X / 123 Melrose St	250	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	251	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	252	Occupied	Yes	N/A	N/A	$3,325
Denizen X / 123 Melrose St	253	Occupied	Yes	N/A	$75	$3,000
Denizen X / 123 Melrose St	254	Occupied	No	N/A	N/A	$2,650
Denizen X / 123 Melrose St	255	Occupied	No	N/A	N/A	$3,300
Denizen X / 123 Melrose St	256	Occupied	No	N/A	N/A	$3,075
Denizen X / 123 Melrose St	257	Occupied	No	N/A	$75	$3,150
Denizen X / 123 Melrose St	258	Occupied	No	N/A	$75	$2,975
Denizen X / 123 Melrose St	259	Occupied	No	N/A	N/A	$3,850
Denizen X / 123 Melrose St	260	Occupied	No	N/A	N/A	$3,575
Denizen X / 123 Melrose St	270	Occupied	No	N/A	$75	$1,017
Denizen X / 123 Melrose St	271	Occupied	No	N/A	N/A	$1,042
Denizen X / 123 Melrose St	272	Occupied	No	N/A	N/A	$3,200
Denizen X / 123 Melrose St	273	Occupied	No	N/A	$75	$1,027
Denizen X / 123 Melrose St	274	Occupied	No	N/A	N/A	$1,027
Denizen X / 123 Melrose St	275	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	276	Occupied	No	N/A	$75	$3,325
Denizen X / 123 Melrose St	277	Occupied	No	N/A	N/A	$3,400
Denizen X / 123 Melrose St	278	Occupied	No	N/A	$75	$3,200
Denizen X / 123 Melrose St	301	Occupied	No	N/A	N/A	$3,000
Denizen X / 123 Melrose St	302	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	303	Occupied	No	To be Confirmed	N/A	$1,242
Denizen X / 123 Melrose St	304	Occupied	No	N/A	N/A	$3,575

Denizen X / 123 Melrose St	305	Occupied	No	N/A	N/A	$3,200
Denizen X / 123 Melrose St	306	Occupied	No	N/A	$75	$3,775
Denizen X / 123 Melrose St	307	Occupied	No	N/A	N/A	$3,325
Denizen X / 123 Melrose St	308	Occupied	No	Yes	N/A	$1,230
Denizen X / 123 Melrose St	309	Occupied	No	N/A	N/A	$4,700
Denizen X / 123 Melrose St	310	Occupied	Yes	N/A	N/A	$4,475
Denizen X / 123 Melrose St	311	Occupied	No	N/A	N/A	$3,350
Denizen X / 123 Melrose St	312	Occupied	No	N/A	N/A	$3,350
Denizen X / 123 Melrose St	313	Occupied	No	N/A	$75	$3,550
Denizen X / 123 Melrose St	314	Occupied	No	N/A	N/A	$4,150
Denizen X / 123 Melrose St	315	Occupied	Yes	N/A	N/A	$3,550
Denizen X / 123 Melrose St	316	Occupied	No	N/A	N/A	$3,550
Denizen X / 123 Melrose St	317	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	318	Occupied	No	N/A	N/A	$2,350
Denizen X / 123 Melrose St	319	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	320	Occupied	Yes	N/A	N/A	$2,425
Denizen X / 123 Melrose St	321	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	322	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	323	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	324	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	325	Occupied	No	To be Confirmed	N/A	$947
Denizen X / 123 Melrose St	326	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	327	Occupied	No	To be Confirmed	N/A	$7,370
Denizen X / 123 Melrose St	328	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	329	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	330	Occupied	No	N/A	N/A	$2,425

Denizen X / 123 Melrose St	331	Occupied	Yes	N/A	N/A	$2,575
Denizen X / 123 Melrose St	332	Occupied	No	N/A	N/A	$2,525
Denizen X / 123 Melrose St	333	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	334	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	335	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	336	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	337	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	338	Occupied	Yes	N/A	N/A	$2,525
Denizen X / 123 Melrose St	339	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	340	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	341	Occupied	Yes	N/A	N/A	$2,425
Denizen X / 123 Melrose St	342	Occupied	No	N/A	N/A	$2,550
Denizen X / 123 Melrose St	343	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	344	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	345	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	346	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	347	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	348	Occupied	No	N/A	N/A	$2,425
Denizen X / 123 Melrose St	349	Occupied	No	N/A	N/A	$4,050
Denizen X / 123 Melrose St	350	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	351	Occupied	No	N/A	N/A	$3,175
Denizen X / 123 Melrose St	352	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	353	Occupied	Yes	N/A	N/A	$3,375
Denizen X / 123 Melrose St	354	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	355	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	356	Occupied	No	N/A	N/A	$3,350
Denizen X / 123 Melrose St	357	Occupied	Yes	N/A	N/A	$3,550

Denizen X / 123 Melrose St	358	Occupied	Yes	N/A	N/A	$2,975
Denizen X / 123 Melrose St	359	Occupied	No	N/A	$75	$3,375
Denizen X / 123 Melrose St	360	Occupied	No	N/A	$150	$4,050
Denizen X / 123 Melrose St	361	Occupied	Yes	N/A	N/A	$3,800
Denizen X / 123 Melrose St	370	Occupied	No	To be Confirmed	N/A	$1,027
Denizen X / 123 Melrose St	371	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	372	Occupied	Yes	N/A	N/A	$3,400
Denizen X / 123 Melrose St	373	Occupied	No	To be Confirmed	N/A	$1,017
Denizen X / 123 Melrose St	374	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	375	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	376	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	377	Occupied	No	N/A	N/A	$3,900
Denizen X / 123 Melrose St	378	Occupied	No	N/A	N/A	$3,550
Denizen X / 123 Melrose St	379	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	401	Occupied	No	N/A	$75	$3,225
Denizen X / 123 Melrose St	402	Occupied	No	Yes	N/A	$1,230
Denizen X / 123 Melrose St	403	Occupied	No	N/A	$75	$1,230
Denizen X / 123 Melrose St	404	Occupied	No	N/A	$75	$3,975
Denizen X / 123 Melrose St	405	Occupied	No	N/A	N/A	$3,500
Denizen X / 123 Melrose St	406	Occupied	Yes	N/A	$75	$3,650
Denizen X / 123 Melrose St	407	Occupied	No	N/A	N/A	$3,425
Denizen X / 123 Melrose St	408	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	409	Occupied	No	N/A	N/A	$4,500
Denizen X / 123 Melrose St	410	Occupied	No	N/A	$75	$4,650
Denizen X / 123 Melrose St	411	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	412	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	413	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	414	Occupied	No	N/A	N/A	$4,225
Denizen X / 123 Melrose St	415	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	416	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	417	Occupied	No	N/A	N/A	$4,675
Denizen X / 123 Melrose St	418	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	419	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	420	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	421	Occupied	No	To be Confirmed	N/A	$7,738
Denizen X / 123 Melrose St	422	Occupied	No	N/A	N/A	$2,650
Denizen X / 123 Melrose St	423	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	424	Occupied	No	N/A	N/A	$2,650
Denizen X / 123 Melrose St	425	Occupied	No	Yes	N/A	$947
Denizen X / 123 Melrose St	426	Occupied	No	N/A	N/A	$2,650
Denizen X / 123 Melrose St	427	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	428	Occupied	Yes	N/A	N/A	$2,650
Denizen X / 123 Melrose St	429	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	430	Occupied	Yes	N/A	N/A	$2,650
Denizen X / 123 Melrose St	431	Occupied	Yes	N/A	N/A	$2,700
Denizen X / 123 Melrose St	432	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	433	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	434	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	435	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	436	Occupied	No	N/A	N/A	$2,600
Denizen X / 123 Melrose St	437	Occupied	Yes	N/A	N/A	$2,600
Denizen X / 123 Melrose St	438	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	439	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	440	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	441	Occupied	No	N/A	N/A	$2,675
Denizen X / 123 Melrose St	442	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	443	Occupied	No	Yes	N/A	$947
Denizen X / 123 Melrose St	444	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	445	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	446	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	447	Occupied	Yes	N/A	N/A	$2,675
Denizen X / 123 Melrose St	448	Occupied	No	N/A	N/A	$2,550
Denizen X / 123 Melrose St	449	Occupied	No	N/A	N/A	$4,100
Denizen X / 123 Melrose St	450	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	451	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	452	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	453	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	454	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	455	Occupied	No	N/A	$75	$2,825
Denizen X / 123 Melrose St	456	Occupied	No	N/A	N/A	$3,400
Denizen X / 123 Melrose St	457	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	458	Occupied	No	N/A	N/A	$3,300
Denizen X / 123 Melrose St	459	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	460	Occupied	No	N/A	N/A	$4,200
Denizen X / 123 Melrose St	461	Occupied	No	N/A	$75	$3,825
Denizen X / 123 Melrose St	470	Occupied	No	Yes	N/A	$1,017
Denizen X / 123 Melrose St	471	Occupied	No	N/A	N/A	$1,027
Denizen X / 123 Melrose St	472	Occupied	No	N/A	N/A	$3,475
Denizen X / 123 Melrose St	473	Occupied	No	Yes	N/A	$1,027

Denizen X / 123 Melrose St	474	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	475	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	476	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	477	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	478	Occupied	No	N/A	N/A	$3,400
Denizen X / 123 Melrose St	479	Occupied	No	N/A	N/A	$3,875
Denizen X / 123 Melrose St	501	Occupied	No	N/A	N/A	$3,325
Denizen X / 123 Melrose St	502	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	503	Occupied	No	N/A	N/A	$1,261
Denizen X / 123 Melrose St	504	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	505	Occupied	Yes	N/A	N/A	$3,650
Denizen X / 123 Melrose St	506	Occupied	No	N/A	$75	$3,700
Denizen X / 123 Melrose St	507	Occupied	No	N/A	$75	$3,450
Denizen X / 123 Melrose St	508	Qccupied	No	To be Confirmed	N/A	$1,242
Denizen X / 123 Melrose St	509	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	510	Occupied	No	N/A	$75	$4,675
Denizen X / 123 Melrose St	511	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	512	Occupied	No	N/A	N/A	$3,650
Denizen X / 123 Melrose St	513	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	514	Occupied	No	N/A	$75	$4,475
Denizen X / 123 Melrose St	515	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	516	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	517	Occupied	No	N/A	$75	$4,700
Denizen X / 123 Melrose St	518	Occupied	No	N/A	N/A	$2,400
Denizen X / 123 Melrose St	519	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	520	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	521	Occupied	No	To be Confirmed	N/A	$956
Denizen X / 123 Melrose St	522	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	523	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	524	Occupied	No	N/A	$75	$2,700
Denizen X / 123 Melrose St	525	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	526	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	527	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	528	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	529	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	530	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	531	Occupied	No	N/A	$75	$2,725
Denizen X / 123 Melrose St	532	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	533	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	534	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	535	Occupied	No	N/A	N/A	$2,700
Denizen X / 123 Melrose St	536	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	537	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	538	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	539	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	540	Occupied	No	N/A	N/A	$2,700
Denizen X / 123 Melrose St	541	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	542	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	543	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	544	Occupied	No	To be Confirmed	N/A	$947
Denizen X / 123 Melrose St	545	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	546	Occupied	No	N/A	N/A	$947

Denizen X / 123 Melrose St	547	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	548	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	549	Occupied	No	N/A	N/A	$4,500
Denizen X / 123 Melrose St	550	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	551	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	552	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	553	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	554	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	555	Occupied	No	N/A	N/A	$2,875
Denizen X / 123 Melrose St	556	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	557	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	558	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	559	Occupied	No	N/A	N/A	$3,525
Denizen X / 123 Melrose St	560	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	561	Occupied	Yes	N/A	N/A	$4,200
Denizen X / 123 Melrose St	570	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	571	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	572	Occupied	No	N/A	N/A	$3,700
Denizen X / 123 Melrose St	573	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	574	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	575	Occupied	No	N/A	N/A	$1,027
Denizen X / 123 Melrose St	576	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	577	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	578	Occupied	No	N/A	N/A	$3,650
Denizen X / 123 Melrose St	579	Occupied	No	N/A	N/A	$4,300
Denizen X / 123 Melrose St	601	Occupied	No	N/A	N/A	$3,550
Denizen X / 123 Melrose St	602	Occupied	No	N/A	N/A	$1,230

Denizen X / 123 Melrose St	603	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	604	Occupied	No	N/A	N/A	$4,250
Denizen X / 123 Melrose St	605	Occupied	Yes	N/A	N/A	$3,600
Denizen X / 123 Melrose St	606	Occupied	No	N/A	N/A	$3,725
Denizen X / 123 Melrose St	607	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	608	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	609	Occupied	No	N/A	$75	$4,550
Denizen X / 123 Melrose St	610	Occupied	No	N/A	N/A	$4,700
Denizen X / 123 Melrose St	611	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	612	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	613	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	614	Occupied	No	N/A	N/A	$4,500
Denizen X / 123 Melrose St	615	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	616	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	617	Occupied	Yes	N/A	N/A	$4,725
Denizen X / 123 Melrose St	618	Occupied	No	N/A	$75	$2,400
Denizen X / 123 Melrose St	619	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	620	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	621	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	622	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	623	Occupied	No	Yes	N/A	$956
Denizen X / 123 Melrose St	624	Occupied	No	N/A	N/A	$2,750
Denizen X / 123 Melrose St	625	Occupied	No	To be Confirmed	$75	$947
Denizen X / 123 Melrose St	626	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	627	Occupied	No	Yes	N/A	$947
Denizen X / 123 Melrose St	628	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	629	Occupied	No	Yes	N/A	$947
Denizen X / 123 Melrose St	630	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	631	Occupied	No	N/A	$150	$2,900
Denizen X / 123 Melrose St	632	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	633	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	634	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	635	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	636	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	637	Occupied	Yes	N/A	N/A	$2,575
Denizen X / 123 Melrose St	638	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	639	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	640	Occupied	No	N/A	N/A	$2,750
Denizen X / 123 Melrose St	641	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	642	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	643	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	644	Occupied	No	N/A	N/A	$947
Denizen X / 123 Melrose St	645	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	646	Occupied	No	N/A	N/A	$956
Denizen X / 123 Melrose St	647	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	648	Occupied	No	N/A	N/A	$2,750
Denizen X / 123 Melrose St	649	Occupied	No	N/A	N/A	$4,200
Denizen X / 123 Melrose St	650	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	651	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	652	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	653	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	654	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	655	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	656	Occupied	Yes	N/A	N/A	$3,625
Denizen X / 123 Melrose St	657	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	658	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	659	Occupied	No	To be Confirmed	N/A	$1,027
Denizen X / 123 Melrose St	660	Occupied	Yes	N/A	$75	$4,275
Denizen X / 123 Melrose St	661	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	670	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	671	Occupied	No	To be Confirmed	N/A	$1,017
Denizen X / 123 Melrose St	672	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	673	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	674	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	675	Occupied	No	To be Confirmed	N/A	$1,017
Denizen X / 123 Melrose St	676	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	677	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	678	Occupied	Yes	N/A	N/A	$3,650
Denizen X / 123 Melrose St	679	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	701	Occupied	No	N/A	N/A	$3,575
Denizen X / 123 Melrose St	702	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	703	Occupied	No	N/A	N/A	$1,230
Denizen X / 123 Melrose St	704	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	705	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	706	Occupied	No	N/A	N/A	$3,750
Denizen X / 123 Melrose St	707	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	708	Occupied	No	N/A	N/A	$3,150
Denizen X / 123 Melrose St	709	Occupied	Yes	N/A	N/A	$4,650

Denizen X / 123 Melrose St	710	Occupied	No	N/A	N/A	$5,275
Denizen X / 123 Melrose St	711	Occupied	No	N/A	N/A	$4,300
Denizen X / 123 Melrose St	712	Occupied	No	N/A	$75	$4,750
Denizen X / 123 Melrose St	713	Occupied	No	N/A	N/A	$4,300
Denizen X / 123 Melrose St	714	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	715	Occupied	Yes	N/A	N/A	$4,750
Denizen X / 123 Melrose St	716	Occupied	No	N/A	N/A	$2,400
Denizen X / 123 Melrose St	717	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	718	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	719	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	720	Occupied	Yes	N/A	$75	$5,300
Denizen X / 123 Melrose St	721	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	722	Occupied	No	N/A	$0	$6,300
Denizen X / 123 Melrose St	723	Occupied	No	N/A	$75	$3,900
Denizen X / 123 Melrose St	724	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	735	Occupied	No	N/A	N/A	$3,900
Denizen X / 123 Melrose St	736	Occupied	No	N/A	N/A	$3,900
Denizen X / 123 Melrose St	737	Occupied	No	N/A	$75	$3,650
Denizen X / 123 Melrose St	738	Occupied	No	N/A	$75	$4,200
Denizen X / 123 Melrose St	739	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	740	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	741	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	742	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	743	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	744	Occupied	No	N/A	$150	$2,800
Denizen X / 123 Melrose St	745	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	746	Vacant	No	N/A	N/A	N/A

Denizen X / 123 Melrose St	747	Occupied	No	N/A	N/A	$2,850
Denizen X / 123 Melrose St	748	Occupied	No	N/A	N/A	$4,300
Denizen X / 123 Melrose St	749	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	750	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	751	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	752	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	753	Occupied	No	N/A	N/A	$3,175
Denizen X / 123 Melrose St	754	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	755	Occupied	Yes	N/A	N/A	$3,700
Denizen X / 123 Melrose St	756	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	757	Occupied	No	Yes	N/A	$1,017
Denizen X / 123 Melrose St	758	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	759	Occupied	Yes	N/A	$75	$4,450
Denizen X / 123 Melrose St	760	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	770	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	771	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	772	Occupied	Yes	N/A	$150	$3,625
Denizen X / 123 Melrose St	773	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	774	Occupied	No	Yes	N/A	$1,017
Denizen X / 123 Melrose St	775	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	776	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	777	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	778	Occupied	No	N/A	N/A	$3,550
Denizen X / 123 Melrose St	779	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	801	Occupied	No	N/A	$75	$3,650
Denizen X / 123 Melrose St	802	Occupied	No	N/A	N/A	$4,700
Denizen X / 123 Melrose St	803	Occupied	No	N/A	N/A	$1,230

Denizen X / 123 Melrose St	804	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	816	Occupied	No	N/A	N/A	$4,750
Denizen X / 123 Melrose St	817	Occupied	No	N/A	N/A	$4,700
Denizen X / 123 Melrose St	818	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	819	Occupied	No	N/A	N/A	$5,400
Denizen X / 123 Melrose St	820	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	821	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	822	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	823	Occupied	No	N/A	N/A	$3,000
Denizen X / 123 Melrose St	824	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	835	Occupied	No	N/A	N/A	$3,200
Denizen X / 123 Melrose St	836	Occupied	No	N/A	N/A	$3,000
Denizen X / 123 Melrose St	837	Occupied	No	N/A	N/A	$3,150
Denizen X / 123 Melrose St	838	Occupied	No	N/A	N/A	$3,650
Denizen X / 123 Melrose St	839	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	840	Occupied	No	N/A	N/A	$2,700
Denizen X / 123 Melrose St	841	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	842	Occupied	Yes	N/A	$0	$4,300
Denizen X / 123 Melrose St	843	Occupied	Yes	N/A	N/A	$5,500
Denizen X / 123 Melrose St	844	Occupied	No	N/A	N/A	$4,975
Denizen X / 123 Melrose St	845	Occupied	Yes	N/A	N/A	$5,300
Denizen X / 123 Melrose St	846	Occupied	Yes	N/A	$75	$3,450
Denizen X / 123 Melrose St	847	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	848	Occupied	No	N/A	N/A	$5,500
Denizen X / 123 Melrose St	849	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	850	Occupied	No	N/A	N/A	$5,400
Denizen X / 123 Melrose St	851	Occupied	No	N/A	$75	$1,017

Denizen X / 123 Melrose St	852	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	853	Occupied	No	Yes	N/A	$1,242
Denizen X / 123 Melrose St	854	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	870	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	871	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	872	Occupied	Yes	N/A	N/A	$3,800
Denizen X / 123 Melrose St	873	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	874	Occupied	No	N/A	$75	$1,017
Denizen X / 123 Melrose St	875	Occupied	No	N/A	N/A	$1,017
Denizen X / 123 Melrose St	876	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	877	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	878	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	879	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	944	Occupied	Yes	N/A	N/A	$2,700
Denizen X / 123 Melrose St	945	Occupied	Yes	N/A	N/A	$2,900
Denizen X / 123 Melrose St	946	Occupied	No	N/A	N/A	$3,750
Denizen X / 123 Melrose St	947	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	948	Occupied	No	N/A	N/A	$4,850
Denizen X / 123 Melrose St	949	Occupied	No	N/A	N/A	$5,250
Denizen X / 123 Melrose St	950	Occupied	No	N/A	$75	$3,550
Denizen X / 123 Melrose St	951	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	952	Occupied	No	N/A	N/A	$2,700
Denizen X / 123 Melrose St	953	Occupied	No	N/A	N/A	$4,850
Denizen X / 123 Melrose St	954	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	955	Occupied	No	N/A	N/A	$3,600
Denizen X / 123 Melrose St	956	Vacant	No	N/A	N/A	N/A
Denizen X / 123 Melrose St	957	Occupied	No	N/A	$75	$4,425

Denizen X / 123 Melrose St	Portion of Ground Floor (NYEG Corp.)	Occupied	N/A	N/A	N/A	$0

* Units with Rhino or Voucher are deemed to have Non-Cash Security Deposits.

** With respect to Units marked "To Be Confirmed", Sellers will endeavor to confirm during the executory period whether such unit is subject to a voucher (in which event it will be deemed to have a Non-Cash Security Deposit) or is not subject to a voucher.

EXHIBIT B-4

Security Deposits for Noll Street Property

(As of July 27, 2021)

Building	Unit	Occupancy	Rhino* (Y/N)	Voucher* (Y/N)	Garage Remote	Security Deposit
Denizen Y / 54 Noll St	101	Occupied	No	N/A	N/A	$3,450
Denizen Y / 54 Noll St	102	Occupied	No	**To be Confirmed	N/A	$1,230
Denizen Y / 54 Noll St	103	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	104	Occupied	Yes	N/A	N/A	$3,175
Denizen Y / 54 Noll St	105	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	201	Occupied	No	N/A	N/A	$3,000
Denizen Y / 54 Noll St	202	Occupied	Yes	N/A	N/A	$3,000
Denizen Y / 54 Noll St	203	Occupied	Yes	N/A	N/A	$1,032
Denizen Y / 54 Noll St	204	Occupied	No	To be Confirmed	N/A	$1,032
Denizen Y / 54 Noll St	205	Occupied	No	N/A	N/A	$4,175
Denizen Y / 54 Noll St	206	Occupied	No	N/A	N/A	$3,100
Denizen Y / 54 Noll St	207	Occupied	No	To be Confirmed	N/A	$1,261
Denizen Y / 54 Noll St	208	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	209	Occupied	No	To be Confirmed	N/A	$1,261
Denizen Y / 54 Noll St	210	Occupied	No	N/A	$75	$3,100
Denizen Y / 54 Noll St	213	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	214	Occupied	No	To be Confirmed	N/A	$1,261
Denizen Y / 54 Noll St	215	Occupied	No	To be Confirmed	N/A	$1,042
Denizen Y / 54 Noll St	216	Occupied	Yes	N/A	N/A	$3,300
Denizen Y / 54 Noll St	217	Occupied	No	N/A	N/A	$3,525
Denizen Y / 54 Noll St	218	Occupied	No	To be Confirmed	N/A	$1,042
Denizen Y / 54 Noll St	219	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	220	Occupied	No	N/A	$75	$2,950
Denizen Y / 54 Noll St	221	Occupied	No	N/A	N/A	$3,150
Denizen Y / 54 Noll St	222	Occupied	No	N/A	N/A	$3,050
Denizen Y / 54 Noll St	223	Occupied	No	N/A	N/A	$3,325
Denizen Y / 54 Noll St	226	Occupied	No	N/A	$75	$4,375
Denizen Y / 54 Noll St	227	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	228	Occupied	No	N/A	N/A	$2,850
Denizen Y / 54 Noll St	229	Occupied	No	N/A	N/A	$2,925
Denizen Y / 54 Noll St	230	Occupied	No	N/A	N/A	$3,000
Denizen Y / 54 Noll St	231	Occupied	No	N/A	N/A	$2,400

Denizen Y / 54 Noll St	232	Occupied	No	N/A	$75	$2,350
Denizen Y / 54 Noll St	233	Occupied	No	N/A	N/A	$2,300
Denizen Y / 54 Noll St	234	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	235	Occupied	No	N/A	N/A	$2,350
Denizen Y / 54 Noll St	236	Occupied	Yes	N/A	N/A	$2,400
Denizen Y / 54 Noll St	237	Occupied	No	N/A	N/A	$3,250
Denizen Y / 54 Noll St	240	Occupied	No	N/A	$75	$3,000
Denizen Y / 54 Noll St	241	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	242	Occupied	No	N/A	N/A	$2,325
Denizen Y / 54 Noll St	243	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	244	Occupied	Yes	N/A	N/A	$3,248
Denizen Y / 54 Noll St	245	Occupied	Yes	N/A	N/A	$2,350
Denizen Y / 54 Noll St	246	Occupied	Yes	N/A	N/A	$2,350
Denizen Y / 54 Noll St	247	Occupied	No	N/A	N/A	$2,875
Denizen Y / 54 Noll St	248	Occupied	Yes	N/A	N/A	$2,350
Denizen Y / 54 Noll St	249	Occupied	No	N/A	N/A	$2,284
Denizen Y / 54 Noll St	250	Occupied	No	N/A	N/A	$4,750
Denizen Y / 54 Noll St	251	Occupied	No	N/A	N/A	$2,900
Denizen Y / 54 Noll St	252	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	253	Occupied	No	To be Confirmed	N/A	$1,027
Denizen Y / 54 Noll St	254	Occupied	No	N/A	N/A	$3,600
Denizen Y / 54 Noll St	255	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	256	Occupied	No	To be Confirmed	N/A	$961
Denizen Y / 54 Noll St	257	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	258	Occupied	No	To be Confirmed	N/A	$1,042
Denizen Y / 54 Noll St	259	Occupied	No	N/A	$75	$3,500
Denizen Y / 54 Noll St	260	Occupied	No	N/A	N/A	$3,550
Denizen Y / 54 Noll St	261	Occupied	No	To be Confirmed	N/A	$1,027
Denizen Y / 54 Noll St	262	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	263	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	264	Occupied	No	N/A	N/A	$3,100
Denizen Y / 54 Noll St	265	Occupied	No	N/A	N/A	$3,100
Denizen Y / 54 Noll St	266	Super	No	N/A	N/A	$3,900
Denizen Y / 54 Noll St	301	Occupied	No	N/A	N/A	$3,150
Denizen Y / 54 Noll St	302	Occupied	No	N/A	N/A	$3,000
Denizen Y / 54 Noll St	303	Occupied	Yes	N/A	$75	$3,225
Denizen Y / 54 Noll St	304	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	305	Occupied	No	N/A	N/A	$4,000
Denizen Y / 54 Noll St	306	Occupied	Yes	N/A	N/A	$3,325
Denizen Y / 54 Noll St	307	Occupied	No	N/A	$75	$1,230
Denizen Y / 54 Noll St	308	Occupied	No	N/A	$75	$3,225
Denizen Y / 54 Noll St	309	Occupied	No	To be Confirmed	N/A	$1,248
Denizen Y / 54 Noll St	310	Occupied	No	N/A	N/A	$3,225

Denizen Y / 54 Noll St	311	Occupied	Yes	N/A	N/A	$3,850
Denizen Y / 54 Noll St	312	Occupied	No	N/A	N/A	$1,261
Denizen Y / 54 Noll St	313	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	314	Occupied	No	N/A	$75	$4,150
Denizen Y / 54 Noll St	315	Occupied	No	To be Confirmed	N/A	$1,017
Denizen Y / 54 Noll St	316	Occupied	Yes	N/A	$75	$3,100
Denizen Y / 54 Noll St	317	Occupied	No	N/A	$75	$3,650
Denizen Y / 54 Noll St	318	Occupied	No	To be Confirmed	N/A	$1,042
Denizen Y / 54 Noll St	319	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	320	Occupied	No	To be Confirmed	N/A	$1,042
Denizen Y / 54 Noll St	321	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	322	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	323	Occupied	No	N/A	N/A	$3,325
Denizen Y / 54 Noll St	324	Occupied	Yes	N/A	N/A	$2,900
Denizen Y / 54 Noll St	325	Occupied	No	N/A	N/A	$2,975
Denizen Y / 54 Noll St	326	Occupied	No	N/A	N/A	$4,500
Denizen Y / 54 Noll St	327	Occupied	No	To be Confirmed	N/A	$1,042
Denizen Y / 54 Noll St	328	Occupied	Yes	N/A	N/A	$3,300
Denizen Y / 54 Noll St	329	Occupied	No	N/A	N/A	$3,000
Denizen Y / 54 Noll St	330	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	331	Occupied	No	N/A	N/A	$2,525
Denizen Y / 54 Noll St	332	Occupied	No	N/A	$75	$3,250
Denizen Y / 54 Noll St	333	Occupied	No	Yes	N/A	$956
Denizen Y / 54 Noll St	334	Occupied	No	N/A	N/A	$3,250
Denizen Y / 54 Noll St	335	Occupied	Yes	N/A	N/A	$2,400
Denizen Y / 54 Noll St	336	Occupied	No	Yes	N/A	$961
Denizen Y / 54 Noll St	337	Occupied	No	N/A	N/A	$3,250
Denizen Y / 54 Noll St	338	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	339	Occupied	No	Yes	N/A	$956
Denizen Y / 54 Noll St	340	Occupied	No	N/A	N/A	$2,850
Denizen Y / 54 Noll St	341	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	342	Occupied	No	Yes	N/A	$961
Denizen Y / 54 Noll St	343	Occupied	No	N/A	N/A	$2,900
Denizen Y / 54 Noll St	344	Occupied	Yes	N/A	N/A	$3,525
Denizen Y / 54 Noll St	345	Occupied	No	N/A	N/A	$2,525
Denizen Y / 54 Noll St	346	Occupied	No	N/A	N/A	$2,525
Denizen Y / 54 Noll St	347	Occupied	No	N/A	N/A	$2,825
Denizen Y / 54 Noll St	348	Occupied	No	N/A	N/A	$2,425
Denizen Y / 54 Noll St	349	Occupied	No	N/A	N/A	$2,350
Denizen Y / 54 Noll St	350	Occupied	No	N/A	N/A	$4,325
Denizen Y / 54 Noll St	351	Occupied	No	N/A	N/A	$2,950
Denizen Y / 54 Noll St	352	Occupied	Yes	N/A	N/A	$2,600
Denizen Y / 54 Noll St	353	Occupied	No	N/A	$75	$1,027
Denizen Y / 54 Noll St	354	Occupied	No	N/A	$75	$3,700

Denizen Y / 54 Noll St	355	Occupied	Yes	N/A	N/A	$3,200
Denizen Y / 54 Noll St	356	Occupied	No	N/A	N/A	$956
Denizen Y / 54 Noll St	357	Occupied	No	N/A	$75	$2,825
Denizen Y / 54 Noll St	358	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	359	Occupied	No	N/A	N/A	$3,650
Denizen Y / 54 Noll St	360	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	361	Occupied	No	Yes	N/A	$1,032
Denizen Y / 54 Noll St	362	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	363	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	364	Occupied	No	N/A	N/A	$3,125
Denizen Y / 54 Noll St	365	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	366	Occupied	No	N/A	N/A	$3,450
Denizen Y / 54 Noll St	401	Occupied	Yes	N/A	N/A	$3,125
Denizen Y / 54 Noll St	402	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	403	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	404	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	405	Occupied	No	N/A	N/A	$4,150
Denizen Y / 54 Noll St	406	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	407	Occupied	No	N/A	N/A	$1,230
Denizen Y / 54 Noll St	408	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	409	Occupied	No	N/A	N/A	$1,242
Denizen Y / 54 Noll St	410	Occupied	No	N/A	N/A	$3,250
Denizen Y / 54 Noll St	411	Occupied	No	N/A	N/A	$3,900
Denizen Y / 54 Noll St	412	Occupied	No	Yes	N/A	$1,248
Denizen Y / 54 Noll St	413	Occupied	No	N/A	N/A	$3,150
Denizen Y / 54 Noll St	414	Occupied	No	N/A	N/A	$4,150
Denizen Y / 54 Noll St	415	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	416	Occupied	No	N/A	N/A	$3,125
Denizen Y / 54 Noll St	417	Occupied	No	N/A	$75	$3,675
Denizen Y / 54 Noll St	418	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	419	Occupied	Yes	N/A	N/A	$3,400
Denizen Y / 54 Noll St	420	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	421	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	422	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	423	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	424	Occupied	No	N/A	N/A	$3,050
Denizen Y / 54 Noll St	425	Occupied	Yes	N/A	N/A	$3,300
Denizen Y / 54 Noll St	426	Occupied	No	N/A	$75	$4,450
Denizen Y / 54 Noll St	427	Occupied	No	N/A	$75	$3,350
Denizen Y / 54 Noll St	428	Occupied	Yes	N/A	N/A	$3,400
Denizen Y / 54 Noll St	429	Occupied	No	N/A	N/A	$3,000
Denizen Y / 54 Noll St	430	Occupied	No	N/A	N/A	$3,550
Denizen Y / 54 Noll St	431	Occupied	No	N/A	N/A	$5,150
Denizen Y / 54 Noll St	432	Occupied	Yes	N/A	N/A	$2,525
Denizen Y / 54 Noll St	433	Occupied	No	Yes	N/A	$947
Denizen Y / 54 Noll St	434	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	435	Occupied	Yes	N/A	N/A	$2,425

Denizen Y / 54 Noll St	436	Occupied	No	Yes	N/A	$971
Denizen Y / 54 Noll St	437	Occupied	No	N/A	$150	$3,250
Denizen Y / 54 Noll St	438	Occupied	Yes	N/A	N/A	$2,425
Denizen Y / 54 Noll St	439	Occupied	No	N/A	N/A	$947
Denizen Y / 54 Noll St	440	Occupied	No	N/A	N/A	$2,925
Denizen Y / 54 Noll St	441	Occupied	No	N/A	N/A	$2,375
Denizen Y / 54 Noll St	442	Occupied	No	Yes	N/A	$971
Denizen Y / 54 Noll St	443	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	444	Occupied	Yes	N/A	N/A	$3,550
Denizen Y / 54 Noll St	445	Occupied	No	N/A	N/A	$2,475
Denizen Y / 54 Noll St	446	Occupied	No	N/A	N/A	$2,450
Denizen Y / 54 Noll St	447	Occupied	No	N/A	N/A	$2,875
Denizen Y / 54 Noll St	448	Occupied	No	N/A	N/A	$2,450
Denizen Y / 54 Noll St	449	Occupied	No	N/A	N/A	$2,375
Denizen Y / 54 Noll St	450	Occupied	No	N/A	$75	$4,800
Denizen Y / 54 Noll St	451	Occupied	No	N/A	N/A	$2,950
Denizen Y / 54 Noll St	452	Occupied	No	N/A	N/A	$2,575
Denizen Y / 54 Noll St	453	Occupied	No	N/A	N/A	$1,032
Denizen Y / 54 Noll St	454	Occupied	No	N/A	N/A	$3,725
Denizen Y / 54 Noll St	455	Occupied	No	N/A	$75	$3,200
Denizen Y / 54 Noll St	456	Occupied	No	N/A	N/A	$956
Denizen Y / 54 Noll St	457	Occupied	No	N/A	N/A	$2,900
Denizen Y / 54 Noll St	458	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	459	Occupied	No	N/A	N/A	$3,700
Denizen Y / 54 Noll St	460	Occupied	No	N/A	N/A	$3,425
Denizen Y / 54 Noll St	461	Occupied	No	N/A	N/A	$1,042
Denizen Y / 54 Noll St	462	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	463	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	464	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	465	Occupied	Yes	N/A	N/A	$3,200
Denizen Y / 54 Noll St	466	Occupied	No	N/A	N/A	$3,525
Denizen Y / 54 Noll St	501	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	502	Occupied	Yes	N/A	N/A	$3,100
Denizen Y / 54 Noll St	503	Occupied	No	N/A	N/A	$3,625
Denizen Y / 54 Noll St	504	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	505	Occupied	No	N/A	N/A	$4,200
Denizen Y / 54 Noll St	506	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	507	Occupied	No	Yes	N/A	$1,261
Denizen Y / 54 Noll St	508	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	509	Occupied	No	Yes	$75	$1,261
Denizen Y / 54 Noll St	510	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	511	Occupied	No	N/A	N/A	$3,950
Denizen Y / 54 Noll St	512	Occupied	No	Yes	N/A	$1,261
Denizen Y / 54 Noll St	513	Occupied	Yes	N/A	N/A	$3,225
Denizen Y / 54 Noll St	514	Occupied	No	N/A	N/A	$4,200
Denizen Y / 54 Noll St	515	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	516	Occupied	No	N/A	N/A	$3,150

Denizen Y / 54 Noll St	517	Occupied	No	N/A	N/A	$3,700
Denizen Y / 54 Noll St	518	Occupied	No	N/A	N/A	$1,042
Denizen Y / 54 Noll St	519	Occupied	No	N/A	$75	$3,450
Denizen Y / 54 Noll St	520	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	521	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	522	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	523	Occupied	Yes	N/A	N/A	$3,350
Denizen Y / 54 Noll St	524	Occupied	Yes	N/A	N/A	$3,125
Denizen Y / 54 Noll St	525	Occupied	No	N/A	N/A	$3,125
Denizen Y / 54 Noll St	526	Occupied	No	N/A	N/A	$4,500
Denizen Y / 54 Noll St	527	Occupied	No	N/A	N/A	$3,225
Denizen Y / 54 Noll St	528	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	529	Occupied	No	N/A	N/A	$3,050
Denizen Y / 54 Noll St	530	Occupied	No	N/A	N/A	$3,575
Denizen Y / 54 Noll St	531	Occupied	No	N/A	N/A	$2,575
Denizen Y / 54 Noll St	532	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	533	Occupied	No	N/A	N/A	$947
Denizen Y / 54 Noll St	534	Occupied	Yes	N/A	N/A	$3,375
Denizen Y / 54 Noll St	535	Occupied	Yes	N/A	N/A	$2,400
Denizen Y / 54 Noll St	536	Occupied	No	Yes	N/A	$971
Denizen Y / 54 Noll St	537	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	538	Occupied	Yes	N/A	N/A	$2,400
Denizen Y / 54 Noll St	539	Occupied	No	Yes	N/A	$971
Denizen Y / 54 Noll St	540	Occupied	Yes	N/A	N/A	$2,950
Denizen Y / 54 Noll St	541	Occupied	No	N/A	N/A	$2,425
Denizen Y / 54 Noll St	542	Occupied	No	N/A	N/A	$947
Denizen Y / 54 Noll St	543	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	544	Occupied	Yes	N/A	N/A	$3,575
Denizen Y / 54 Noll St	545	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	546	Occupied	No	N/A	N/A	$2,450
Denizen Y / 54 Noll St	547	Occupied	No	N/A	N/A	$2,900
Denizen Y / 54 Noll St	548	Occupied	No	N/A	N/A	$2,375
Denizen Y / 54 Noll St	549	Occupied	Yes	N/A	N/A	$2,400
Denizen Y / 54 Noll St	550	Occupied	No	N/A	N/A	$4,850
Denizen Y / 54 Noll St	551	Occupied	No	N/A	N/A	$3,025
Denizen Y / 54 Noll St	552	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	553	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	554	Occupied	No	N/A	N/A	$4,050
Denizen Y / 54 Noll St	555	Occupied	Yes	N/A	N/A	$3,300
Denizen Y / 54 Noll St	556	Occupied	No	Yes	N/A	$947
Denizen Y / 54 Noll St	557	Occupied	No	N/A	N/A	$2,950
Denizen Y / 54 Noll St	558	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	559	Occupied	Yes	N/A	N/A	$3,750
Denizen Y / 54 Noll St	560	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	561	Occupied	No	Yes	N/A	$1,032
Denizen Y / 54 Noll St	562	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	563	Occupied	No	Yes	N/A	$1,042

Denizen Y / 54 Noll St	564	Occupied	No	N/A	N/A	$3,300
Denizen Y / 54 Noll St	565	Occupied	Yes	N/A	N/A	$3,300
Denizen Y / 54 Noll St	566	Occupied	No	N/A	N/A	$3,550
Denizen Y / 54 Noll St	601	Occupied	No	N/A	N/A	$3,250
Denizen Y / 54 Noll St	602	Occupied	No	N/A	N/A	$3,075
Denizen Y / 54 Noll St	603	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	604	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	605	Occupied	No	N/A	N/A	$4,250
Denizen Y / 54 Noll St	606	Occupied	No	N/A	$75	$3,400
Denizen Y / 54 Noll St	607	Occupied	No	Yes	N/A	$1,248
Denizen Y / 54 Noll St	608	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	609	Occupied	No	N/A	$75	$3,950
Denizen Y / 54 Noll St	610	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	611	Occupied	No	N/A	N/A	$4,000
Denizen Y / 54 Noll St	612	Occupied	No	N/A	N/A	$1,230
Denizen Y / 54 Noll St	613	Occupied	Yes	N/A	N/A	$3,250
Denizen Y / 54 Noll St	614	Occupied	No	N/A	N/A	$4,250
Denizen Y / 54 Noll St	615	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	616	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	617	Occupied	No	N/A	N/A	$3,725
Denizen Y / 54 Noll St	618	Occupied	No	Yes	N/A	$1,032
Denizen Y / 54 Noll St	619	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	620	Occupied	No	Yes	N/A	$1,027
Denizen Y / 54 Noll St	621	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	622	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	623	Occupied	No	N/A	N/A	$3,375
Denizen Y / 54 Noll St	624	Occupied	Yes	N/A	N/A	$3,150
Denizen Y / 54 Noll St	625	Occupied	No	N/A	N/A	$3,150
Denizen Y / 54 Noll St	626	Occupied	No	N/A	N/A	$4,100
Denizen Y / 54 Noll St	627	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	628	Occupied	No	N/A	N/A	$3,450
Denizen Y / 54 Noll St	629	Occupied	No	N/A	N/A	$3,200
Denizen Y / 54 Noll St	630	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	631	Occupied	No	N/A	N/A	$2,625
Denizen Y / 54 Noll St	632	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	633	Occupied	No	N/A	N/A	$947
Denizen Y / 54 Noll St	634	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	635	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	636	Occupied	No	N/A	N/A	$947
Denizen Y / 54 Noll St	637	Occupied	Yes	N/A	N/A	$3,350
Denizen Y / 54 Noll St	638	Occupied	No	Yes	N/A	$971
Denizen Y / 54 Noll St	639	Occupied	Yes	N/A	N/A	$2,475
Denizen Y / 54 Noll St	640	Occupied	Yes	N/A	N/A	$2,975
Denizen Y / 54 Noll St	641	Occupied	No	N/A	N/A	$2,450
Denizen Y / 54 Noll St	642	Occupied	No	N/A	N/A	$2,425
Denizen Y / 54 Noll St	643	Occupied	No	N/A	N/A	$1,017
Denizen Y / 54 Noll St	644	Occupied	No	N/A	N/A	$3,625

Denizen Y / 54 Noll St	645	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	646	Occupied	Yes	N/A	N/A	$2,450
Denizen Y / 54 Noll St	647	Occupied	No	N/A	N/A	$2,925
Denizen Y / 54 Noll St	648	Occupied	No	N/A	N/A	$2,475
Denizen Y / 54 Noll St	649	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	650	Occupied	No	N/A	N/A	$5,000
Denizen Y / 54 Noll St	651	Occupied	No	N/A	N/A	$3,050
Denizen Y / 54 Noll St	652	Occupied	No	N/A	N/A	$2,600
Denizen Y / 54 Noll St	653	Occupied	No	N/A	N/A	$1,032
Denizen Y / 54 Noll St	654	Occupied	No	N/A	N/A	$3,800
Denizen Y / 54 Noll St	655	Occupied	No	N/A	$75	$3,300
Denizen Y / 54 Noll St	656	Occupied	Yes	N/A	N/A	$2,725
Denizen Y / 54 Noll St	657	Occupied	No	N/A	N/A	$2,975
Denizen Y / 54 Noll St	658	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	659	Occupied	No	N/A	N/A	$3,775
Denizen Y / 54 Noll St	660	Occupied	No	N/A	N/A	$3,525
Denizen Y / 54 Noll St	661	Occupied	No	N/A	N/A	$1,027
Denizen Y / 54 Noll St	662	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	663	Occupied	No	Yes	N/A	$1,042
Denizen Y / 54 Noll St	664	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	665	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	666	Occupied	No	N/A	N/A	$1,230
Denizen Y / 54 Noll St	701	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	702	Occupied	No	N/A	N/A	$3,100
Denizen Y / 54 Noll St	703	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	704	Occupied	No	N/A	$75	$4,600
Denizen Y / 54 Noll St	706	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	707	Occupied	No	N/A	$75	$4,375
Denizen Y / 54 Noll St	708	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	709	Occupied	No	N/A	N/A	$3,700
Denizen Y / 54 Noll St	710	Occupied	No	N/A	N/A	$3,575
Denizen Y / 54 Noll St	711	Occupied	Yes	N/A	N/A	$3,500
Denizen Y / 54 Noll St	712	Occupied	No	N/A	$75	$1,242
Denizen Y / 54 Noll St	713	Occupied	No	N/A	N/A	$14,700
Denizen Y / 54 Noll St	714	Occupied	No	N/A	N/A	$4,400
Denizen Y / 54 Noll St	715	Occupied	No	N/A	$75	$3,300
Denizen Y / 54 Noll St	716	Occupied	No	N/A	$75	$3,300
Denizen Y / 54 Noll St	717	Occupied	No	N/A	$75	$3,800
Denizen Y / 54 Noll St	718	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	719	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	720	Occupied	No	N/A	N/A	$3,550
Denizen Y / 54 Noll St	721	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	723	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	724	Occupied	No	N/A	N/A	$5,500
Denizen Y / 54 Noll St	725	Occupied	No	N/A	$75	$11,100
Denizen Y / 54 Noll St	727	Occupied	No	N/A	N/A	$4,250
Denizen Y / 54 Noll St	728	Occupied	No	N/A	N/A	$3,500

Denizen Y / 54 Noll St	729	Occupied	No	N/A	N/A	$6,400
Denizen Y / 54 Noll St	730	Occupied	Yes	N/A	N/A	$3,600
Denizen Y / 54 Noll St	731	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	732	Occupied	No	N/A	N/A	$2,475
Denizen Y / 54 Noll St	733	Occupied	No	N/A	N/A	$2,425
Denizen Y / 54 Noll St	734	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	735	Occupied	Yes	N/A	N/A	$2,475
Denizen Y / 54 Noll St	736	Occupied	Yes	N/A	N/A	$2,425
Denizen Y / 54 Noll St	737	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	738	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	739	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	740	Occupied	No	N/A	$75	$3,000
Denizen Y / 54 Noll St	741	Occupied	Yes	N/A	N/A	$2,550
Denizen Y / 54 Noll St	742	Occupied	No	N/A	N/A	$2,425
Denizen Y / 54 Noll St	743	Occupied	No	N/A	$75	$2,950
Denizen Y / 54 Noll St	744	Occupied	No	N/A	N/A	$3,600
Denizen Y / 54 Noll St	745	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	746	Occupied	No	N/A	N/A	$2,425
Denizen Y / 54 Noll St	747	Occupied	No	N/A	N/A	$2,900
Denizen Y / 54 Noll St	748	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	749	Occupied	No	N/A	N/A	$2,350
Denizen Y / 54 Noll St	750	Occupied	No	N/A	N/A	$4,950
Denizen Y / 54 Noll St	751	Occupied	No	N/A	$75	$3,100
Denizen Y / 54 Noll St	752	Occupied	No	N/A	N/A	$2,650
Denizen Y / 54 Noll St	753	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	754	Occupied	No	N/A	N/A	$3,850
Denizen Y / 54 Noll St	755	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	756	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	757	Occupied	No	N/A	N/A	$2,950
Denizen Y / 54 Noll St	758	Occupied	No	N/A	N/A	$3,450
Denizen Y / 54 Noll St	759	Occupied	No	N/A	$75	$3,800
Denizen Y / 54 Noll St	760	Occupied	No	N/A	N/A	$3,600
Denizen Y / 54 Noll St	761	Occupied	No	N/A	N/A	$3,400
Denizen Y / 54 Noll St	762	Occupied	Yes	N/A	N/A	$3,550
Denizen Y / 54 Noll St	763	Occupied	No	N/A	$75	$3,450
Denizen Y / 54 Noll St	764	Occupied	Yes	N/A	N/A	$3,400
Denizen Y / 54 Noll St	765	Occupied	No	N/A	N/A	$3,350
Denizen Y / 54 Noll St	766	Occupied	No	N/A	N/A	$3,650
Denizen Y / 54 Noll St	801	Occupied	No	N/A	N/A	$3,450
Denizen Y / 54 Noll St	802	Occupied	Yes	N/A	N/A	$3,100
Denizen Y / 54 Noll St	803	Occupied	Yes	N/A	N/A	$3,500
Denizen Y / 54 Noll St	804	Occupied	No	N/A	N/A	$4,500
Denizen Y / 54 Noll St	806	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	807	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	808	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	809	Occupied	No	N/A	N/A	$5,450
Denizen Y / 54 Noll St	810	Occupied	No	N/A	N/A	$3,500

Denizen Y / 54 Noll St	812	Occupied	No	N/A	N/A	$1,242
Denizen Y / 54 Noll St	813	Occupied	No	N/A	N/A	$3,425
Denizen Y / 54 Noll St	814	Occupied	No	N/A	$75	$5,050
Denizen Y / 54 Noll St	815	Occupied	No	N/A	$75	$4,725
Denizen Y / 54 Noll St	817	Occupied	Yes	N/A	N/A	$4,000
Denizen Y / 54 Noll St	818	Occupied	No	N/A	N/A	$3,600
Denizen Y / 54 Noll St	819	Occupied	No	N/A	N/A	$5,150
Denizen Y / 54 Noll St	820	Occupied	No	N/A	$75	$4,450
Denizen Y / 54 Noll St	821	Occupied	No	N/A	$75	$4,900
Denizen Y / 54 Noll St	822	Occupied	No	N/A	N/A	$3,900
Denizen Y / 54 Noll St	823	Occupied	No	N/A	N/A	$4,300
Denizen Y / 54 Noll St	824	Occupied	No	N/A	$75	$5,125
Denizen Y / 54 Noll St	825	Occupied	No	N/A	N/A	$3,806
Denizen Y / 54 Noll St	826	Occupied	No	N/A	$75	$3,600
Denizen Y / 54 Noll St	827	Occupied	No	N/A	N/A	$3,750
Denizen Y / 54 Noll St	828	Occupied	Yes	N/A	N/A	$3,500
Denizen Y / 54 Noll St	829	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	830	Occupied	No	N/A	$75	$5,400
Denizen Y / 54 Noll St	831	Occupied	No	N/A	N/A	$3,100
Denizen Y / 54 Noll St	832	Occupied	No	N/A	N/A	$4,600
Denizen Y / 54 Noll St	833	Occupied	No	N/A	$150	$4,725
Denizen Y / 54 Noll St	834	Occupied	No	N/A	N/A	$2,500
Denizen Y / 54 Noll St	835	Occupied	Yes	N/A	N/A	$3,100
Denizen Y / 54 Noll St	836	Occupied	No	N/A	$75	$2,500
Denizen Y / 54 Noll St	837	Occupied	No	N/A	N/A	$2,400
Denizen Y / 54 Noll St	838	Occupied	No	N/A	$75	$5,000
Denizen Y / 54 Noll St	851	Occupied	No	N/A	N/A	$3,150
Denizen Y / 54 Noll St	852	Occupied	No	N/A	N/A	$2,700
Denizen Y / 54 Noll St	853	Occupied	No	N/A	$75	$3,450
Denizen Y / 54 Noll St	854	Occupied	No	N/A	$75	$3,975
Denizen Y / 54 Noll St	855	Vacant	No	N/A	N/A	N/A
Denizen Y / 54 Noll St	856	Occupied	No	N/A	N/A	$2,750
Denizen Y / 54 Noll St	857	Occupied	No	N/A	N/A	$3,000
Denizen Y / 54 Noll St	858	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	859	Occupied	No	N/A	N/A	$3,850
Denizen Y / 54 Noll St	860	Occupied	No	N/A	$75	$3,600
Denizen Y / 54 Noll St	861	Occupied	No	N/A	$75	$3,500
Denizen Y / 54 Noll St	862	Occupied	No	N/A	N/A	$3,575
Denizen Y / 54 Noll St	863	Occupied	Yes	N/A	N/A	$3,500
Denizen Y / 54 Noll St	864	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	865	Occupied	No	N/A	N/A	$3,500
Denizen Y / 54 Noll St	866	Occupied	No	N/A	N/A	$3,700
Denizen Y / 54 Noll St	A3 (E & A'S 1080 BREW)	Occupied	N/A	N/A	N/A	$2,150
Denizen Y / 54 Noll St	GROCERY (54 NOLL, LLC)	Tenant not in Possession	N/A	N/A	N/A	$40,000

* Units with Rhino or Voucher are deemed to have Non-Cash Security Deposits.

** With respect to Units marked "To Be Confirmed", Sellers will endeavor to confirm during the executory period whether such unit is subject to a voucher (in which event it will be deemed to have a Non-Cash Security Deposit) or is not subject to a voucher.

EXHIBIT C-1

Service Contracts for Melrose Street Property

Vendor	Purpose
Rotavele Elevator Service Inc.	Elevator
Verizon Services Corp.	Marketing Agreement
**LaundryMac	Laundry
**Green Food Solutions	Seasonal Hydroponic Garden
**Fitness Machine Technicians	Gym Equipment

** Affects both the Melrose Street Property and Noll Street Property

EXHIBIT C-2

Service Contracts for Noll Street Property

Vendor	Purpose
Elite Pool & Fitness Management Inc.	Amenity Management
Rotavele Elevator Service Inc.	Elevator
Verizon Services Corp.	Marketing Agreement
**LaundryMac	Laundry
**Green Food Solutions	Seasonal Hydroponic Garden
**Fitness Machine Technicians	Gym Equipment

** Affects both the Melrose Street Property and Noll Street Property

EXHIBIT D-1

Permitted Exceptions for Melrose Street Property

1. Covenants and Restriction in Reel 1668 Page 621, repeated in Reel 1668 Page 613.
2. Restrictive Declaration in CRFN 2014000163409.
3. Waiver of Execution of Restrictive Declaration and Subordination of Mortgage in CRFN 2014000163412, CRFN 2014000163410 and CRFN 2014000163411.
4. Agreement in CRFN 2015000182948 and in CRFN 2015000183044.
5. Mapping Agreement in CRFN 2018000218656.
6. Restrictive Declaration in CRFN 2018000223890.
7. Zoning Lot Development Agreement in CRFN 2019000187256.
8. Waiver, Consent and Subordination Agreement in CRFN 2019000187257.
9. Waiver, Consent and Subordination Agreement in CRFN 2019000187258.
10. Terms and conditions of the Regulatory Agreement dated 6/29/2017 and recorded on 8/11/2017 in CRFN 2017000300445, as amended by Amendment to Regulatory Agreement dated 9/12/2018 and recorded 9/20/2018 in CRFN 2018000314660.

EXHIBIT D-2

Permitted Exceptions for Noll Street Property

1. Utility Easement in Liber 752 Page 269 as cited in Reel 1831 Page 1575.
2. Agreement in Liber 601 Page 52.
3. Easement in Reel 753 Page 259, as amended by Partial Easement Termination in CRFN 2020000235505.
4. Covenants and Restriction in Reel 1668 Page 621, repeated in Reel 1668 Page 613.
5. Restrictive Declaration in CRFN 2014000163409.
6. Agreement in CRFN 2015000182948 and in CRFN 2015000183044.
7. Mapping Agreement in CRFN 2018000218656.
8. Restrictive Declaration in CRFN 2018000223890.
9. Maps in CRFN 2018000295110.
10. Zoning Lot Development Agreement in CRFN 2019000187256.
11. Certification Pursuant to Zoning Lot Subdivision D in CRFN 2019000187254.
12. Confirmatory Declaration of Zoning Restrictions in CRFN 2019000187255.
13. Waiver, Consent and Subordination Agreement in CRFN 2019000187257.
14. Waiver, Consent and Subordination Agreement in CRFN 2019000187258.
15. Notice of Sidewalk Violation No. HWS2013K filed on 10/28/2013.
16. Terms and conditions of the Regulatory Agreement dated 6/29/2017 and recorded on 8/11/2017 in CRFN 2017000300445.

EXHIBIT D-3

Schedule B to Title Report

[To be attached]

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

DISPOSITION

The policy to be issued under this preliminary certificate will not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of the following exceptions unless they are disposed of to our satisfaction:

1. Taxes, tax liens, tax sales, water rents, sewer rents and assessments set forth on separate schedule herein.
2. Rights of tenants and persons in possession. Per Rent Roll attached, as tenants only with no rights to purchase or rights of first offer/refusal.
3. Mortgages returned herein (31). Detailed statement within. Omit or as assigned to Purchaser's lender.
4. **(AMENDED 7/27/21: GL/mm)**

   As to Lot 1:

   Survey made by Leonard J. Strandberg and Associates, Consulting Engineers and Land Surveyors, P.C., dated February 17, 2015, and last updated January 29, 2020, shows a 5-8 story brick building with basement level (under construction), an area under construction, concrete ramps, a loading zone, and also shows: 1. Awning projects up to 4 feet onto Melrose Street. Subject to any changes since that date.

   As to Lot 48:

   Survey made by Leonard J. Strandberg and Associates, Consulting Engineers and Land Surveyors, P.C., dated February 17, 2015, and last updated January 16, 2019, shows an 8 story building under construction, and also shows, and Subject to any changes since that date.

   a. Fences vary with record lines of Title.

   b. Awning along Northerly record line projects up to 6.3 feet North of the Northerly record line onto Noll Street.

5. Covenants, Conditions, Restrictions, Easements, Agreements, etc. of record: To confirm affirmative insurance with Fidelity*

   a. Utility Easement in Liber 752 Page 269 as cited in Reel 1831 Page 1575.

   b. Agreement in Liber 601 Page 52.

   c. Easement in Reel 753 Page 259, as amended by Partial Easement Termination in CRFN 2020000235505.

   d. Covenants and Restriction, including but not limited to a $1 Condemnation Clause in Reel 1668 Page 621, repeated in Reel 1668 Page 613.

   e. Restrictive Declaration in CRFN 2014000163409, with regards thereto:

      i. FOR INFORMATION ONLY: Waiver of Execution of Restrictive Declaration and Subordination of Mortgage in CRFN 2014000163412, CRFN 2014000163410 and in CRFN 2014000163411.

   f. FOR INFORMATION ONLY: Certification Pursuant to Zoning Lot Subdivision C in CRFN 2015000139955.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO: *Avis Somers, Esq.* *Counsel* *TELEPHONE: 212-471-3704* *FACSIMILE: 212-481-5996*

* References to Affirmative Insurance shall be deemed "Except".

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

g. FOR INFORMATION ONLY: Zoning Lot Description and Ownership statement in CRFN 2015000139956.

h. Agreement in CRFN 2015000182948 and in CRFN 2015000183044.

i. Mapping Agreement in CRFN 2018000218656.

j. Restrictive Declaration in CRFN 2018000223890.

k. Maps in CRFN 2018000295110.

l. Zoning Lot Development Agreement in CRFN 2019000187256.

With regards thereto and for information only:

i. Certification Pursuant to Zoning Lot Subdivision D in CRFN 2019000187254 .

ii. Confirmatory Declaration of Zoning Restrictions in CRFN 2019000187255.

iii. Waiver, Consent, and Subordination Agreement in CRFN 2019000187257.

iv. Waiver, Consent, and Subordination Agreement in CRFN 2019000187258.

6. **Note:** The closing instrument must contain the following recital: Omit.

Being and intended to be the same premises conveyed to the Grantor(s) by deed recorded in CRFN 2016000124529 and CRFN 2018000072917.

~~7.~~ **(OMITTED 7/14/21: GL/mm)** ~~Searches were run for judgments, liens, federal tax liens, etc. against the same/similar name as Evergreen Gardens II LLC. The following returns were found:~~

~~One (1) Judgment to be disposed of:~~

~~a. Creditor: Mapcap Funding LLC~~
~~Debtor: Evergreen Gardens, LLC~~
~~Amount: $9,187,725.00~~

8. Compliance with terms and conditions of the Regulatory Agreement dated 06/29/2017 and recorded on 08/11/2017 in CRFN 2017000300445. To confirm affirmative insurance with Fidelity.

With regards thereto:

a. Subordination and Non-Disturbance Agreement dated 06/29/2017 recorded 08/11/2017 in CRFN 2017000300446. Subordinates Mortgage(s) 1-11 to Regulatory Agreement.

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

9. Four (4) UCC-1 Financing Statement found of record: Omit.

DISPOSITION

a. Filing No.: CRFN 2018000088960
Filing Date: 03/14/2018
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company LTD.
Covers: Fixture filings, etc.

b. Filing No.: CRFN 2018000103331
Filing Date: 03/28/2018
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD
Covers: Fixture filings, etc.

c. Filing No.: CRFN 2018000224574
Filing Date: 07/09/2018
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD
Covers: Fixture filings, etc.

d. Filing No.: CRFN 2019000166219
Filing Date: 05/28/2019
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD
Covers: Fixture filings, etc.

10. UCC Searches run in the New York State Department of State against Evergreen Gardens II LLC disclosed the following returns: Omit.

a. Filing No.: 201803130120107
Filing Date: 03/13/2018
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD.
Covers: Fixture filings, etc.

b. Filing No.: 201803260141362
Filing Date: 03/26/2018
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD
Covers: Fixture filings, etc.

c. Filing No.: 201807100321092
Filing Date: 07/10/2018
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD
Covers: Fixture filings, etc.

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K July 27, 2021

SCHEDULE B *(Exceptions)*
- Continued -

DISPOSITION

d. Filing No.: 201905240235313
Filing Date: 05/24/2019
Debtor: Evergreen Gardens II LLC
Secured Party: Mishmeret Trust Company, LTD
Covers: Fixture filings, etc.

11. Notice of Sidewalk Violation to be disposed of: For information only.

a. Filed on 10/28/2013 No. HWS2013K

12. Notice of Pendency in Action filed 06/30/2020, in Supreme Court of Kings County; E-J Electric Installation Company, Plaintiff, v. Evergreen Gardens 11, LLC and others, Defendants, under Index No. 511340/2020, to foreclose a Mechanics Lien. This action must be discontinued, judgment, if any, vacated, and Notice of Pendency canceled by order of Court. Omit.

13. Notice of Pendency in Action filed 12/07/2020, in Supreme Court of Kings County; Blondie's Treehouse, Inc., Plaintiff, v. Evergreen Gardens II LLC and others, Defendants, under Index No. 524261/2020, to foreclose a Mechanics Lien. This action must be discontinued, judgment, if any, vacated, and Notice of Pendency canceled by order of Court. Omit.

14. Mechanics Lien filed on 01/09/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Rotavele Elevator Construction Inc. Omit.
In the amount of: $121,777.71
One time extension filed on 12/31/2020.
TO BE DISPOSED OF

15. Mechanics Lien filed on 01/09/2020 in Kings County.
Debtor: Evergreen Gardens II LLC Omit.
Creditor: Rotavele Elevator Construction Inc.
In the amount of: $168,740.00
One time extension filed on 12/31/2020.
TO BE DISPOSED OF.

16. Mechanics Lien filed on 06/06/2019 in Kings County.
Debtor: Evergreen Gardens II LLC Omit.
Creditor: E-J Electric Installation Co
In the amount of: $75,000.00
One time extension filed on 06/15/2020
TO BE DISPOSED OF.

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

17. Mechanics Lien filed on 11/09/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Blondie's Treehouse Inc
In the amount of: $406,020.69
TO BE DISPOSED OF. Omit.

18. Mechanics Lien filed on 12/04/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Hivolts Electrical Inc
In the amount of: $1,419,981.88
TO BE DISPOSED OF. Omit.

19. Mechanics Lien filed on 12/07/2020 in Kings County. Omit.
Debtor: Evergreen Gardens II LLC
Creditor: Hi-I LLC
In the amount of: $34,226.00
TO BE DISPOSED OF.

20. Mechanics Lien filed on 12/08/2020 in Kings County. Omit.
Debtor: Evergreen Gardens II LLC
Creditor: MPI Plumbing Corp.
In the amount of: $134,265.61.
TO BE DISPOSED OF.

21. Mechanics Lien filed on 12/10/2020 in Kings County. Omit.
Debtor: Evergreen Gardens II LLC
Creditor: Aura Electrical Supply Inc.
In the amount of: $249,067.98.
TO BE DISPOSED OF.

22. **(AMENDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/11/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Berry's Cooling & Heating LLC
In the amount of: $956,219.50.
TO BE DISPOSED OF. Omit.

23. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/11/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Security Shield USA Inc.
In the amount of: $119,397.00.
TO BE DISPOSED OF. Omit.

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

24. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/14/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: 1 Seal USA LLC
In the amount of: $151,502.80.
TO BE DISPOSED OF. Omit.

25. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/15/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Safety Fire Sprinkler Corp
In the amount of: $203,000.00.
TO BE DISPOSED OF. Omit.

26. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/18/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: 20/20 Inspections Inc
In the amount of: $125,303.99.
TO BE DISPOSED OF. Omit.

27. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/28/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Supreme Wood Floors Inc
In the amount of: $426,790.61.
TO BE DISPOSED OF. Omit.

28. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 12/31/2020 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: PBS Services Inc
In the amount of: $256,734.79.
TO BE DISPOSED OF. Omit.

29. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/05/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Worldwide Plumbing Supply Inc
In the amount of: $85,495.42.
TO BE DISPOSED OF. Omit.

30. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/05/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Dynamic Building Services
In the amount of: $832,924.46.
TO BE DISPOSED OF. Omit.

31. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/05/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Em Es Enterprise LLC
In the amount of: $369,338.98.
TO BE DISPOSED OF. Omit.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:
Avis Somers, Esq.
Counsel
TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

32. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/05/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Big Apple Designers Inc
In the amount of: $746,979.03.
Amendment filed on 02/18/2021
TO BE DISPOSED OF. Omit.

33. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/06/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Supreme Wood Floors Inc
In the amount of: $143,703.20.
TO BE DISPOSED OF. Omit.

34. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/14/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: Thomas Tiles Inc
In the amount of: $1,906.25.
TO BE DISPOSED OF. Omit.

35. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/15/2021 in Kings County.
Debtor: Evergreen Gardens 1 LLC
Creditor: Global Quality Contractors
In the amount of: $100,000.00.
TO BE DISPOSED OF. Omit.

NOTE: This lien was indexed against premises with debtor as Evergreen Gardens 1 LLC, and the copy is currently unavailable.

36. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 01/15/2021 in Kings County.
Debtor: Evergreen Gardens II LLC
Creditor: United Panel Technologies Corp
In the amount of: $800,113.46.
TO BE DISPOSED OF. Omit.

37. **(ADDED 7/19/21: GL/mm)** Mechanics Lien filed on 02/22/2021 in Kings County.
Debtor: Evergreen Gardens 1 LLC
Creditor: Pool Docs of NJ
In the amount of: $20,636.00.
TO BE DISPOSED OF. Omit.

NOTE: This lien was indexed against premises with debtor as Evergreen Gardens 1 LLC.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:
Avis Somers, Esq.
Counsel
TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

38. Searches run against Evergreen Gardens II LLC disclosed the following results:

DISPOSITION

Three (3) Environmental Control Board Judgments to be disposed of:

a. Name: Evergreen Gardens I Llc
Amount: $625.00 plus interest
Violation No.: 35451651Y
Docketed: 02/28/21

Except.

b. Name: Evergreen Gardens Inc
Amount: $2,175.00 plus interest
Violation No.: 11670048Z
Docketed: 04/30/20

c. Name: Evergreen Gardens Inc
Amount: $300.00 plus interest
Violation No.: 210588034
Docketed: 11/30/20

39. **FOR INFORMATION ONLY:** Bankruptcy searches made against Evergreen Gardens II LLC in the Eastern District Court, Kings County, disclosed no filings as of June 3, 2021.

40. Re: Evergreen Gardens II LLC, a New York limited liability company. With respect thereto, the following must be provided: Omit.

a. A copy of the Articles of Organization together with proof of filing thereof with the Secretary of State of New York.
b. A fully executed copy of the Operating Agreement.
c. Proof of publication of the Articles of Organization in accordance with the New York Limited Liability Company Law.
d. Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.

41. Terms of Sale must be submitted to this Company for consideration, prior to closing. Omit.

42. **NOTE:** Since the consideration is $400,000.00 or more, a copy of the contract of sale or closing statement must be attached to the RPT being filed. Omit.

43. All loss or damage arising from the imposition of any lien resulting from the restoration of real property taxes upon the premises or the rescission of tax abatements as said exemption and/or abatement is provided for pursuant to the provisions of the Administrative Code of the City of New York. Omit.

44. The assessed valuation on the premises herein are listed as partially exempt for taxation at the present time, but will be subject to the discontinuance of such exemption and the possible imposition of an additional tax as of the date of transfer of title or possession from the exempt owner. Omit.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:

Avis Somers, Esq.
Counsel

TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

45. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises by The City of New York, or any demand has been made by The City of New York for any such work that may result in: Omit.
    a. Charges by the New York City Department of Rent and Housing Maintenance Emergency Services.
    b. Charges by the New York City Department of Health.
    c. Charges by the New York City Department of Environmental Protection.

46. Section 26-128 of the Administrative Code of The City of New York, creates tax liens for unpaid Inspection Fees and Permit Fees billed by the Building Department and Fire Department regardless of the fact that such fees may not be reflected in the City Collector's records. Policy excepts any loss, claim or damage for any unpaid fee or charge claimed by the Building Department or Fire Department and entered in the records of the City Collector after the date of closing. Omit.

47. Attention is called to the fact that any instrument covering premises in the State of New York must be endorsed with the Section, Block and Lot of the Tax Map of the City or Town in which the premises are situated before it will be acceptable for recording. Omit.

48. **NOTE:** The County Clerks require that all documents submitted for recording must be signed in black ink. Omit.

49. **NOTE:** Company will not accept personal uncertified checks in payment of its closing charges or fees in an amount greater than $750.00 nor personal checks of the seller in any amount without prior authorization from an officer of this company. Omit.

50. The identity and character of the proposed insured purchaser must be disclosed to this company, prior to closing at which time additional exception and/or requirements may be added. Omit.

As to Lot 48

51. Covenants, Conditions, Restrictions, Easements, Agreements, etc. of record: To confirm affirmative insurance with Fidelity.
    a. Covenants and Restriction, including but not limited to a $1 Condemnation Clause in Reel 1668 Page 621, repeated in Reel 1668 Page 613.
    b. Restrictive Declaration in CRFN 2014000163409.

       With regards thereto:

       i. Waivers of Execution of Restrictive Declaration and Subordination of Mortgage in CRFN 2014000163412, in CRFN 2014000163410 and in CRFN 2014000163411.
    c. FOR INFORMATION ONLY: Certification Pursuant to Zoning Lot Subdivision C in CRFN 2015000139955
    d. FOR INFORMATION ONLY: Zoning Lot Description and Ownership Statement in CRFN 2015000139956, as confirmed in CRFN 2019000187255.
    e. Agreement in CRFN 2015000182948 and in CRFN 2015000183044.
    f. Mapping Agreement in CRFN 2018000218656.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:

Avis Somers, Esq.
Counsel

TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K July 27, 2021

SCHEDULE B *(Exceptions)*
- Continued -

DISPOSITION

g. Restrictive Declaration in CRFN 2018000223890.

h. FOR INFORMATION ONLY: Certification Pursuant to Zoning Lot Subdivision D in CRFN 2019000187254

i. Zoning Lot Development Agreement in CRFN 2019000187256.

With regards thereto and for information only:

i. Waiver, Consent and Subordination to Zoning Lot Development Agreement in CRFN 2019000187257and in CRFN 2019000187258.

52. **Note:** The closing instrument must contain the following recital: Omit.

Being and intended to be the same premises conveyed to the Grantor(s) by deed recorded in CRFN 2015000394820 and CRFN 2018000072004.

53. Terms and conditions of the Regulatory Agreement dated 06/29/2017 and recorded on 08/11/2017 in CRFN 2017000300445, as amended by Amendment to Regulatory Agreement dated 09/12/2018 and recorded 09/20/2018 in CRFN 2018000314660. To confirm affirmative insurance with Fidelity.

54. Subordination and Non-Disturbance Agreement dated 06/29/2017 recorded 08/11/2017 in CRFN 2017000300446. Subordinated Mortgage(s) 19-29 to Regulatory Agreement. To confirm affirmative insurance with Fidelity.

55. Subordination and Non-Disturbance Agreement dated 06/06/2019 recorded 06/13/2019 in CRFN 2019000187260. Subordinated Mortgage(s) 19-30 to Regulatory Agreement. To confirm affirmative insurance with Fidelity.

56. FOR INFORMATION ONLY: Deeds in CRFN 2020000233884 and in CRFN 2020000235504 are indexed vs. Lot 48 pursuant to Mapping Agreement in CRFN 2018000218656.

57. Re: Evergreen Gardens I LLC, a New York limited liability company. With respect thereto, the following must be provided: Omit.

a. A copy of the Articles of Organization together with proof of filing thereof with the Secretary of State of New York.

b. A fully executed copy of the Operating Agreement.

c. Proof of publication of the Articles of Organization in accordance with the New York Limited Liability Company Law.

d. Proof is required that the party or parties executing instruments on behalf of the organization have authority to act.

58. Notice of Lending filed on 07/07/2017, Debtor: Evergreens Gardens LLC, Creditor: 123 Melrose Street 2 LLC, In the amount of: $30,000,000.00. Omit.

59. Building Loan Agreement filed on 07/07/2017, Debtor: Evergreens Gardens LLC, Creditor: 123 Melrose Street LLC, In the amount of: $30,000,000.00. Omit.

60. Mechanics Lien filed on 11/20/2019 in Kings County. Omit.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO: *Avis Somers, Esq.* *Counsel* *TELEPHONE: 212-471-3704* *FACSIMILE: 212-481-5996*

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K July 27, 2021

SCHEDULE B *(Exceptions)*
- Continued -

DISPOSITION

Debtor: Evergreen Gardens I LLC
Creditor: Leverage Builders Group Inc.
In the amount of: $34,024.34.
One Time Extension filed on 10/27/2020
TO BE DISPOSED OF.

61. Mechanics Lien filed on 02/04/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Rotavele Brooklyn Construction Inc.
In the amount of: $34,540.00.
Control# 003930125 - 01 and Control# 003930126 - 01
One Time Extension filed on 01/29/2021
TO BE DISPOSED OF.

62. Mechanics Lien filed on 02/04/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Rotavele Elevator Construction Inc. In the amount of: $80,269.50.
One Time Extension filed on 01/29/2021.
TO BE DISPOSED OF.

63. Mechanics Lien filed on 02/13/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Y&S Plumbing & Heating Supply NY LLC
In the amount of: $288,731.10.
One Time Extension filed on 02/11/2021
TO BE DISPOSED OF.

64. Mechanics Lien filed on 03/04/2020 in Kings County. Omit.
Debtor: Evergreen Gardens 11 LLC
Creditor: lssm Protective Services Inc.
In the amount of: $30,000.00.
TO BE DISPOSED OF.

65. Mechanics Lien filed on 06/12/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Urban Wall Finishes LLC
In the amount of: $36,110.00.
TO BE DISPOSED OF.

66. Mechanics Lien filed on 11/09/2020 in Kings County. Omit.
Owner: Evergreen Gardens I LLC
Third Party: Brooklyn GC LLC
Creditor: Blondlie's Treehouse Inc.
In the amount of: $406,020.69.
TO BE DISPOSED OF.

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

67. Mechanics Lien filed on 11/09/2020 in Kings County. Omit.
Owner: Evergreen Gardens I LLC
Third Party: Brooklyn GC LLC
Creditor: Blondie's Treehouse Inc.
In the amount of: $171,183.12.
TO BE DISPOSED OF.

68. Notice of Pendency in Action filed 12/07/2020, in Supreme Court of Kings County; Blondie's Treehouse, Inc., Plaintiff, v. Evergreen Gardens I LLC and others, Defendants, under Index No. 524261/2020, to foreclose a Mechanic's Lien. This action must be discontinued, judgment, if any, vacated, and Notice of Pendency canceled by order of Court. Omit.

69. Mechanics Lien filed on 11/16/2020 in Kings County. Omit.
Debtor: Evergreen Gardens LLC
Creditor: Quality Facility Solutions
In the amount of: $423,564.93.
TO BE DISPOSED OF.

70. Mechanics Lien filed on 12/02/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: A Ostreicher Construction Corp.
In the amount of: $204,161.53.
TO BE DISPOSED OF.

71. Mechanics Lien filed on 12/04/2020 in Kings County. Omit.
Debtor: Evergreen Gardens II LLC
Creditor: Hivolts Electrical Inc.
In the amount of: $25,000.00.
TO BE DISPOSED OF.

72. Mechanics Lien filed on 12/07/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Complete Window Treatment
In the amount of: $58,875.00.
TO BE DISPOSED OF.

73. Mechanics Lien filed on 12/07/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: BMW Plumbing Supplies
In the amount of: $559,851.23.
TO BE DISPOSED OF.

74. Mechanics Lien filed on 12/07/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Hi I LLC
In the amount of: $276,101.00.
TO BE DISPOSED OF.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:

Avis Somers, Esq.
Counsel

TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

75. Mechanics Lien filed on 12/08/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: HS Floors Inc.
In the amount of: $8,648.30.
TO BE DISPOSED OF.

76. Mechanics Lien filed on 12/10/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Aura Electrical Supply Inc.
In the amount of: $249,067.98.
TO BE DISPOSED OF.

77. Mechanics Lien filed on 12/11/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Berry's Cooling & Heating LLC
In the amount of: $311,201.01.
TO BE DISPOSED OF.

78. Mechanics Lien filed on 12/11/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Security Shield USA Inc.
In the amount of: $72,470.00.
TO BE DISPOSED OF

79. Mechanics Lien filed on 12/18/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: 20/20 Inspections Inc
In the amount of: $125,303.99.
TO BE DISPOSED OF

80. Mechanics Lien filed on 12/28/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Statewide Source Inc.
In the amount of: $55,060.00.
TO BE DISPOSED OF.

81. Mechanics Lien filed on 12/28/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Supreme Wood Floors Inc.
In the amount of: $205,299.49.
TO BE DISPOSED OF.

82. Mechanics Lien filed on 12/29/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Certified Lumber Corp.
In the amount of: $84,745.90.
TO BE DISPOSED OF.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:

Avis Somers, Esq.
Counsel

TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

83. Mechanics Lien filed on 12/31/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Magellan Concrete Structures 1 Corp.
In the amount of: $558,792.57.
TO BE DISPOSED OF.

84. Mechanics Lien filed on 12/31/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Ben Rottenstein Associates Inc.
In the amount of: $80,000.00.
TO BE DISPOSED OF.

85. Mechanics Lien filed on 12/31/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Master Roofing & Siding Inc.
In the amount of: $467,206.79.
TO BE DISPOSED OF.

86. Mechanics Lien filed on 12/31/2020 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: PBS Services Inc.
In the amount of: $340,194.77.
TO BE DISPOSED OF.

87. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Worldwide Plumbing Supply Inc.
In the amount of: $156,385.52.
TO BE DISPOSED OF.

88. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Worldwide Plumbing Supply Inc.
In the amount of: $14,037.39.
TO BE DISPOSED OF.

89. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Dynamic Building Services
In the amount of: $906,742.91.
TO BE DISPOSED OF.

90. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: EM ES Enterprise LLC
In the amount of: $369,338.98.
TO BE DISPOSED OF.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO:

Avis Somers, Esq.
Counsel

TELEPHONE: 212-471-3704
FACSIMILE: 212-481-5996

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K

July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

DISPOSITION

91. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Style Stone Gallery
In the amount of: $64,044.51.
TO BE DISPOSED OF.

92. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Big Apple Designers Inc.
In the amount of: $2,857,315.21.
Amendment filed on 02/18/2021
TO BE DISPOSED OF.

93. Mechanics Lien filed on 01/05/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: E&W Wholesale Hardware Inc.
In the amount of: $40,000.00.
TO BE DISPOSED OF.

94. Mechanics Lien filed on 01/06/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Supreme Wood Floors Inc
In the amount of: $24,734.26.
TO BE DISPOSED OF.

95. Mechanics Lien filed on 01/15/2021 in Kings County. Omit.
Debtor: Evergreen Gardens 1 LLC
Creditor: Global Quality Contractors
In the amount of: $100,000.00.
TO BE DISPOSED OF.

Note: Indexed against Lot 1 with Evergreen Gardens I LLC as debtor/owner. Copy is currently unavailable.

96. Mechanics Lien filed on 01/15/2021 in Kings County. Omit.
Debtor: Evergreen Gardens 1 LLC
Creditor: Global Quality Contractors
In the amount of: $335,996.90.
TO BE DISPOSED OF.

97. Mechanics Lien filed on 01/21/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Gilchrist Metal Fabricating Co Inc
In the amount of: $180,462.01.
TO BE DISPOSED OF.

98. Mechanics Lien filed on 02/16/2021 in Kings County. Omit.
Debtor: Evergreen 1 Gardens LLC
Creditor: Essential Basics Inc.
In the amount of: $100,841.22.

Fidelity National Title Insurance Company

TITLE NO.: 21-7406-57600-K July 27, 2021

SCHEDULE B *(Exceptions)*

- Continued -

TO BE DISPOSED OF.

DISPOSITION

99. Mechanics Lien filed on 02/22/2021 in Kings County. Omit.
Debtor: Evergreen Gardens 1 LLC
Creditor: Pool Docs of NJ
In the amount of: $73,498.00.
TO BE DISPOSED OF.

100. Mechanics Lien filed on 03/19/2021 in Kings County. Omit.
Debtor: Evergreen Gardens I LLC
Creditor: Kitchen Art America Inc.
In the amount of: $39,004.75.
TO BE DISPOSED OF

101. Searches run against Evergreen Gardens I LLC – TO FOLLOW Omit.

102. **(AMENDED 7/14/21: GL/mm) FOR INFORMATION ONLY:** Bankruptcy searches made against Evergreen Gardens I LLC in the Eastern District Court, Kings County disclosed no filings as of June 28, 2021. Omit.

103. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises by The City of New York, or any demand has been made by The City of New York for any such work that may result in: Omit.

a. Charges by the New York City Department of Rent and Housing Maintenance Emergency Services.
b. Charges by the New York City Department of Health.
c. Charges by the New York City Department of Environmental Protection.

104. **This certificate is made for and accepted by the applicant upon the express understanding that no policy of title insurance is to be issued hereunder. Liability is limited to One Thousand Dollars ($1,000.00) for negligence only, but reasonable opportunity shall be afforded this Company to defend this certificate or to take such other steps as it may deem proper. This certificate shall be null and void if the applicant, his attorney or agent makes any untrue statement with respect to any material fact.**
Omit.

QUESTIONS CONCERNING THIS TITLE SHOULD BE REFERRED TO: *Avis Somers, Esq.* *Counsel* *TELEPHONE: 212-471-3704* *FACSIMILE: 212-481-5996*

EXHIBIT E

Bargain & Sale Deed Without Covenants

BARGAIN & SALE DEED WITHOUT COVENANTS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made as of the ____ day of _____, two thousand and twenty-one

BETWEEN

_____, a _____,
having an address at _____,

party of the first part, and

_____, a _____,
having an address at _____,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the **BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK,** bounded and described more particularly as set forth in Schedule A annexed hereto and made a part hereof;

See SCHEDULE A annexed hereto.

PREMISES being known as _____ Street, New York, New York.

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

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

IN PRESENCE OF:

_____

By:_____
Name:
Title:

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

On the ____ day of _____ in the year 2021, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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

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

On the ____ day of _____ in the year 2021, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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

BARGAIN AND SALE DEED
WITHOUT COVENANTS
AGAINST GRANTOR'S ACTS

TITLE NO.

SECTION:
BLOCK: 3152
LOT:
COUNTY: Kings
ADDRESS: _____ Street
Brooklyn, New York

- to -

RETURN BY MAIL TO:

EXHIBIT F

Assignment Of Leases

ASSIGNMENT OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES (the "Assignment") made as of the __ day of _____, 2021, by and between _____ **LLC**, a New York limited partnership, having an address c/o All Year Holdings Limited, 199 Lee Avenue, Suite #693, Brooklyn, New York 11233 ("Assignor"), and _____, a _____, having an address at _____ ("Assignee").

WHEREAS, Assignor is the landlord under certain tenant leases (the "Leases"), a list of which Leases together with the amount of the security deposits (the "Security Deposits"), if any, given in connection therewith and held by Assignor is annexed hereto as Exhibit A, affecting the premises located at _____ Street, Brooklyn, New York; and

WHEREAS, simultaneously herewith, Assignor has conveyed the Premises to Assignee.

NOW, THEREFORE, in consideration of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignor does hereby assign to Assignee all of its right, title and interest in and to (i) the Leases, including any and all rents payable thereunder, and (ii) the Security Deposits.

2. Assignee hereby accepts this Assignment, and assumes and agrees to be bound by the terms, covenants and conditions of the Leases. Without limiting the generality of the preceding sentence, Assignee acknowledges the receipt of the Security Deposits.

3. This Assignment is made without representations or warranties, expressed or implied, and is without recourse against Assignor in any event whatsoever.

4. From and after the date hereof, Assignee hereby agrees to indemnify and hold harmless Assignor from any and all claims, liability costs and expenses (including, but not limited to reasonable attorneys' fees and disbursements) incurred in connection with the Security Deposits to the extent transferred to Assignee.

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

IN WITNESS WHEREOF, this Assignment has been entered into on the date first above written.

ASSIGNOR:

_____

By:_____
Name:
Title:

ASSIGNEE:

_____

By:_____
Name:
Title:

EXHIBIT G

Bill Of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that _____ **LLC**, a New York limited liability company, having an address c/o All Year Holdings Limited, 199 Lee Avenue, Suite #693, Brooklyn, New York 11233 ("Grantor"), in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, by these presents, does, without representation by, or warranty or recourse against, Grantor, convey, assign, transfer, sell, deliver and set over unto _____, a _____, having an address at _____ ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the personal property, fixtures, equipment, furniture, furnishings and other items of personal property transferred pursuant to that certain Agreement of Purchase and Sale between, *inter alia*, Grantor and Grantee dated _____ ___, 2021, used in connection with, located at, attached or appurtenant to the building located at _____ Street, Brooklyn, New York.

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale to be signed as of the ___ day of _____, 2018.

GRANTOR:

_____

By:_____
Name:
Title:

EXHIBIT H

Form Of Tenant Estoppel

TENANT ESTOPPEL CERTIFICATE

Landlord: _____

Tenant: _____

Premises: _____
Brooklyn, New York

The undersigned Tenant hereby certifies to the prospective purchaser (the "Purchaser") of the Real Property of which the premises demised under the above-referenced Lease are a part (the "Premises"), to the prospective lenders to the Purchaser and to their constituent entities (collectively, the "Lender") and to their respective successors and assigns as follows:

1. The Tenant has leased space at the Premises from the Landlord under that certain lease dated _____ between the Landlord and the Tenant. The portion of the Premises leased to the Tenant under the Lease is hereinafter referred to as the "Demised Premises". The lease is in full force and effect, represents the entire agreement between Landlord and Tenant with respect to the Demised Premises, and has not been modified or amended except for the following amendments: _____ (the lease, together with all amendments, if any, shall be collectively referred to as the "Lease").

2. The Demised Premises have not been sublet or assigned.

3. The commencement date of the term of the Lease is _____.

4. The amount of the base rent due under the Lease for the month in which falls the date of this Estoppel Certificate is $_____,

5. All rents, additional rents and other sums due and payable under the Lease have been paid in full through the date of this certificate. No rents, additional rents or other sums payable under the Lease have been paid more than one (1) month in advance of the due dates therefor and the Tenant has no present right of offset or defense against any rents, additional rents or other sums due or to become due under the Lease.

6. There is no remaining free rent period or any unexpired concession or abatement of rent.

7. To the best of the Tenant's knowledge and belief, neither Landlord nor Tenant are in default under any of its obligations under the Lease, and all obligations and conditions under the Lease to be performed to date by Landlord or Tenant have been satisfied, free of defenses and set-offs including construction work in the Demised Premises.

8. A security deposit in the amount of $_____ is being held by Landlord.

9. Except as provided in the Lease, Tenant has no rights of first refusal, first offer or option to purchase any portion of the Property.

9. This certification is made knowing that Purchaser, Lender and their respective successors and assigns are relying upon the representations herein made. This certification shall be binding upon Tenant and Tenant's heirs, legal representatives, successors and assigns.

Dated: _____

Tenant: _____

By: _____
Name: _____
Title: _____

EXHIBIT H-1

Grocery Tenant Lease Obligations

Outstanding Leasing Commission, Tenant Improvement Allowance and Landlord Work as per the lease between Denizen Y LLC and 54 Noll LLC dated November 13, 2018.

(1) Leasing Commission due to EXR - $337,900.04 (a)

(2) Exhibit B Tenant allowance toward Tenant Improvement - $530,000.00

(3) Exhibit B further describes pending Landlord's Work obligations, which includes (but is not limited to) the construction of ADA restrooms and installation of HVAC based on tenant's plans. See Exhibit B for further details.

(a) Amount of $337,900.04 is the amount owed to EXR after Seller has paid EXR $160,000 of total commission amount.

EXHIBIT H-2

Form Of Seller Estoppel

Landlord: _____

Tenant: _____

Premises: _____
Brooklyn, New York

The undersigned Seller hereby certifies to the prospective purchaser (the ñPurchaserò) of the Real Property of which the premises demised under the above-referenced Lease are a part (the ñPremisesò), to the prospective lenders to the Purchaser and to their constituent entities (collectively, the ñLenderò) and to their respective successors and assigns as follows:

1. The Tenant has leased space at the Premises from the Landlord under that certain lease dated _____ between _____ and the Tenant. The portion of the Premises leased to the Tenant under the Lease is hereinafter referred to as the ñDemised Premisesò. The lease is in full force and effect, represents the entire agreement between Landlord and Tenant with respect to the Demised Premises, and has not been modified or amended except for the following amendments: _____ (the lease, together with all amendments, if any, shall be collectively referred to as the ñLeaseò).

2. To Sellerôs knowledge, the Demised Premises have been sublet or assigned.

3. The commencement date of the term of the Lease is _____.

4. To Sellerôs knowledge, the Demised Premises has not been sublet or assigned.

5. The amount of the base rent due under the Lease for the month in which falls the date of this Estoppel Certificate is $_____,

6. All rents, additional rents and other sums due and payable under the Lease have been paid in full through the date of this certificate. No rents, additional rents or other sums payable under the Lease have been paid more than one (1) month in advance of the due dates therefor and the Tenant has no present right of offset or defense against any rents, additional rents or other sums due or to become due under the Lease.

7. There is no remaining free rent period or any unexpired concession or abatement of rent.

8. To Sellerôs knowledge and belief, neither Landlord nor Tenant are in default under any of its obligations under the Lease, and all obligations and conditions under the Lease to be performed to date by Landlord or Tenant have been satisfied, free of defenses and set-offs including construction work in the Demised Premises.

9. A security deposit in the amount of $_____ is required to be delivered by Tenant pursuant to the Lease.

10. Except as provided in the Lease, Tenant has no rights of first refusal, first offer or option to purchase any portion of the Premises.

11. This certification is made knowing that Purchaser, Lender and their respective successors and assigns are relying upon the representations herein made. This certification shall be binding upon Tenant and Tenantôs heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, this certification is subject to all limitations on Sellerôs liabilities and obligations as set forth in that certain Agreement of Purchase and Sale dated as of July __, 2021 by, between and among _____, _____ and _____ with respect to the Premises and the real property and improvements located at _____ Street, Brooklyn, New York.

Dated: _____

Seller: _____

By: _____
Name: _____
Title: _____

EXHIBIT I

Assignment Of Service Contracts

ASSIGNMENT OF SERVICE CONTRACTS

ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS (the "Assignment") made as of the ___ day of _____, 2021, by and between _____ **LLC**, a New York limited liability company, having an address c/o All Year Holdings Limited, 199 Lee Avenue, Suite #693, Brooklyn, New York 11233 ("Assignor"), and _____, a _____, having an address at _____ ("Assignee").

In consideration of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto the Assignee all of Assignor's right, title and interest in and to the following:

The services contracts (collectively, the "Contracts") covering the premises located at _____ Street, Brooklyn, New York set forth on Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained in the Contracts.

ASSIGNEE hereby accepts this Assignment, agrees to be bound by the terms, covenants and conditions of the Contracts and assumes the obligations of the Assignor accruing from and after the date hereof with respect to the Contracts.

THIS SPACE INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, this Assignment has been entered into on the date first above written.

ASSIGNOR:

_____

By:_____
Name:
Title:

ASSIGNEE:

_____

By:_____
Name:
Title:

EXHIBIT J

Employees

Position	Employee	Date of Hire (at Property)	Status	Total Hours	Pay Rate
Doorman - Noll	David Morgan	10/7/2016	Full Time	40	$26.45
	Edwin Rivera	1/4/2020	Part Time	16	$19.84
Doorman - Noll	Keycha Camarena Ayarza	10/19/2018	Full Time	40	$22.48
	Edwin Rivera	1/4/2020	Part Time	16	$19.84
Guard - Noll	Eddy Acosta	11/29/2019	Part Time	32	$19.84
	Cristian Vargas	6/8/2019	Part Time	8	$22.48
	Roman Dominguez	5/20/2019	Full Time	8	$22.48
	Klajdi Gjoni	6/5/2021	Part Time	8	$19.84
Guard - Noll	Hannah Yekutiel	2/19/2019	Part Time	24	$15.88
	Cristian Vargas	6/8/2019	Part Time	24	$15.88
	Christopher Yost	5/22/2021	Part Time	8	$15.88
Security - Noll	Deontae Johnson	3/30/2021	Part Time	16	$15.88
	Roman Dominguez	5/20/2019	Full Time	16	$15.88
	Christopher Yost	5/22/2021	Part Time	8	$15.88
	Brandon Brathwaite	3/19/2021	Part Time	8	$15.88
	Jose Mas	5/28/2021	Part Time	8	$15.88

Rover - Noll/Melrose	Brandon Brathwaite	3/19/2021	Part Time	32	$15.88
	Christopher Yost	5/22/2021	Part Time	8	$15.88
	Austin Johnson	5/14/2021	Part Time	16	$15.88
Doorman - Melrose	Eddie Javier	5/31/2018	Full Time	40	$22.48
	Keyanna Penner	9/20/2019	Full Time	16	$19.84
Doorman - Melrose	Desiree Cruz	5/21/2019	Full Time	40	$22.48
	Christopher Pacheco	9/5/2019	Part Time	16	$19.84
Guard - Melrose	Matthew Morales	8/12/2020	Full Time	40	$15.88
	Chris Carabajo	7/8/2021	Part Time	16	$15.88
Guard - Melrose	Cesar Perez	1/20/2021	Full Time	20	$15.88
	Hannah Yekutiel	2/19/2019	Part Time	4	$15.88
	Christopher Pacheco	9/5/2019	Part Time	4	$15.88
Guard - Melrose	Roman Dominguez	5/20/2019	Full Time	8	$15.88
	Keyanna Penner	9/20/2019	Full Time	24	$15.88
	Christopher Pacheco	9/5/2019	Part Time	8	$15.88
	Mark Hunter	12/21/2020	Part Time	8	$15.88
	Christopher Yost	5/22/2021	Part Time	8	$15.88
Super/Handyman (Noll)	Michael Galarza	8/3/2018	Full Time	40	$29.08
Super/Handyman (Melrose)	Placido Collado	5/29/2017	Full Time	40	$29.08

Porter - Noll/Melrose	Jhonatan Baena Ruiz	7/7/2019	Full Time	40	$22.48
	Samuel Batista	9/13/2019	Full Time	40	$19.84
	Luz Calderon	4/8/2019	Part Time	32	$22.48
	Patricia Franco	7/12/2021	Part Time	8	$22.48
	Daniela Garcia	5/29/2017	Full Time	40	$26.45
	Ronal Giraldo Cardona	8/24/2018	Full Time	40	$22.48
	Yolanda Hernandez Garcia	1/22/2019	Part Time	32	$22.48
	Yuliana Lopez	7/4/2021	Part Time	8	$19.84
	Norma Olivares	1/11/2020	Part Time	8	$19.84
	Johana Perdomo	4/12/2020	Part Time	40	$19.84
	Victor Valenzuela	1/4/2021	Full Time	40	$19.84
	Sarahi Vega	7/25/2021	Part Time	8	$19.84

EXHIBIT J-1

Employees

Denizen X – 123 Melrose Street - Apartment 230 – Placido Collardo – lease expires 12/31/21(1) – Seller is crediting $3900 per month as noted on Owner's rent roll.

Denizen Y – 54 Noll Street- Apartment 266 – Michael Galarza – lease expires 12/31/21 (2) – Seller is crediting tenant's rental account $2000 per month as per Owner's rent roll. Seller is receiving a check monthly from DBS/PBS for $1,900 and crediting tenant's rental account.

EXHIBIT K

Environmental Reports

Phase I Environmental Site Assessment Report dated March 29, 2021, provided by Environmental Business Consultants.

Remediation Investigative Report dated October 2014, provided by Environmental Business Consultants.

Notice of Completion - June 19, 2019 -89-141 Melrose – OER # 15CVCP073K

Final Notice of Satisfaction – July 27, 2018 -36-70 Noll Street - OER # 15EHAN178K / 15CVCP072K

EXHIBIT L

Union Assumption Agreement

This ASSIGNMENT AND ASSUMPTION OF UNION AGREEMENT (this Assignment") is made as of the _____ day of _____, 2021 (the "Effective Date"), between _____ ("Assignor") and _____ ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Agreement of Purchase and Sale dated as of _____, 2021 by and between Assignor, as seller, and _____, as purchaser and as assigned by _____ to Assignee (as so amended and assigned, the Agreement"), Assignor is selling the Property to Assignee; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, the Union Agreement (as hereinafter defined).

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($ 10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged.

1. In accordance with the Agreement, (i) Assignor hereby assigns all of its right, title and interest in and to the 2018 Apartment Building Agreement between the Realty Advisory Board on Labor Relations, Inc. and SEIU, Local 32BJ (the "Union Agreement") to Assignee, and (ii) Assignee hereby assumes all rights and obligations under, arising from or otherwise relating to the Union Agreement from and after the Effective Date.

2. This Assignment shall be made in accordance with and subject to the provisions of the Agreement, which such provisions are incorporated into this Assignment as if expressly set forth herein. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of New York and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. This Assignment may be signed in multiple counterparts which, when taken together and signed by all parties and delivered to any other party hereto, shall constitute a binding Assignment between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

ASSIGNOR:

[_____]

By: _____
Name:
Title:

ASSIGNEE:

[_____]

By: _____
Name:
Title:

EXHIBIT M

INTENTIONALLY OMITTED

EXHIBIT M-1

INTENTIONALLY OMITTED

EXHIBIT N

INTENTIONALLY OMITTED

EXHIBIT O

Enumerated Liens

Mechanic's Lien filed on 1/9/2020
Debtor: Evergreen Gardens II LLC
Creditor: Rovatele Elevator Construction Inc.
Amount: $121,777.71

Mechanic's Lien filed on 1/9/2020
Debtor: Evergreen Gardens II LLC
Creditor: Rovatele Elevator Construction Inc.
Amount: $168,740.00

Mechanic's Lien filed on 6/6/2019
Debtor: Evergreen Gardens II LLC
Creditor: E-J Electric Installation Co.
Amount: $75,000.00

Mechanic's Lien filed on 11/9/2020
Debtor: Evergreen Gardens II LLC
Creditor: Blondie's Treehouse Inc.
Amount: $406,020.69

Mechanic's Lien filed on 12/4/2020
Debtor: Evergreen Gardens II LLC
Creditor: Hivolts Electrical Inc.
Amount: $1,419,981.88

Mechanic's Lien filed on 12/7/2020
Debtor: Evergreen Gardens II LLC
Creditor: Hi-I LLC
Amount: $34,226.00

Mechanic's Lien filed on 12/8/2020
Debtor: Evergreen Gardens II LLC
Creditor: MPI Plumbing Corp.
Amount: $134,265.61

Mechanic's Lien filed on 12/10/2020
Debtor: Evergreen Gardens II LLC
Creditor: Aura Electrical Supply Inc.
Amount: $249,067.98

Mechanic's Lien filed on 12/11/2020
Debtor: Evergreen Gardens II LLC
Creditor: Berry's Cooling & Heating LLC
Amount: $956,219.50

Mechanic's Lien filed on 12/11/2020
Debtor: Evergreen Gardens II LLC
Creditor: Security Shield USA Inc.
Amount: $119,397.00

Mechanic's Lien filed on 12/14/2020
Debtor: Evergreen Gardens II LLC
Creditor: 1 Seal USA LLC
Amount: $151,502.80

Mechanic's Lien filed on 12/15/2020
Debtor: Evergreen Gardens II LLC
Creditor: Safety Fire Sprinkler Corp
Amount: $203,000.00

Mechanic's Lien filed on 12/18/2020
Debtor: Evergreen Gardens II LLC
Creditor: 20/20 Inspections Inc
Amount: $125,303.99

Mechanic's Lien filed on 12/28/2020
Debtor: Evergreen Gardens II LLC
Creditor: Supreme Wood Floors Inc
Amount: $426,790.61

Mechanic's Lien filed on 12/31/2020
Debtor: Evergreen Gardens II LLC
Creditor: PBS Services Inc
Amount: $256,734.79

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens II LLC
Creditor: Worldwide Plumbing Supply Inc
Amount: $85,495.42

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens II LLC
Creditor: Dynamic Building Services
Amount: $832,924.46

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens II LLC
Creditor: Em Es Enterprise LLC
Amount: $369,338.98

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens II LLC
Creditor: Big Apple Designers Inc
Amount: $746,979.03

Mechanic's Lien filed on 1/6/2021
Debtor: Evergreen Gardens II LLC
Creditor: Supreme Wood Floors Inc
Amount: $143,703.20

Mechanic's Lien filed on 1/14/2021
Debtor: Evergreen Gardens II LLC
Creditor: Thomas Tiles Inc
Amount: $1,906.25

Mechanic's Lien filed on 1/15/2021
Debtor: Evergreen Gardens 1 LLC
Creditor: Global Quality Contractors
Amount: $100,000.00

Mechanic's Lien filed on 1/15/2021
Debtor: Evergreen Gardens II LLC
Creditor: United Panel Technologies Corp
Amount: $800,113.46

Mechanic's Lien filed on 2/22/2021
Debtor: Evergreen Gardens 1 LLC
Creditor: Pool Docs of NJ
Amount: $20,636.00

Mechanic's Lien filed on 11/20/2019
Debtor: Evergreen Gardens I LLC
Creditor: Leverage Builders Group Inc.
Amount: $34,024.34

Mechanic's Lien filed on 2/4/2020
Debtor: Evergreen Gardens I LLC
Creditor: Rovatele Brooklyn Construction Inc.
Amount: $34,540.00

Mechanic's Lien filed on 2/4/2020
Debtor: Evergreen Gardens I LLC
Creditor: Rovatele Elevator Construction Inc.
Amount: $80,269.50

Mechanic's Lien filed on 2/13/2020
Debtor: Evergreen Gardens I LLC
Creditor: Y&S Plumbing & heating Supply NY LLC
Amount: $288,731.10

Mechanic's Lien filed on 3/4/2020
Debtor: Evergreen Gardens I LLC
Creditor: Issm Protective Services Inc.
Amount: $30,000.00

Mechanic's Lien filed on 6/12/2020
Debtor: Evergreen Gardens I LLC
Creditor: Urban Wall Finishes LLC
Amount: $36,110.00

Mechanic's Lien filed on 11/9/2020
Debtor: Evergreen Gardens I LLC
Creditor: Blondie's Treehouse Inc.
Amount: $406,020.69

Mechanic's Lien filed on 11/9/2020
Debtor: Evergreen Gardens I LLC
Creditor: Blondie's Treehouse Inc.
Amount: $171,183.12

Mechanic's Lien filed on 11/16/2020
Debtor: Evergreen Gardens I LLC
Creditor: Quality Facility Solutions
Amount: $423,564.93

Mechanic's Lien filed on 12/2/2020
Debtor: Evergreen Gardens I LLC
Creditor: A Ostreicher Construction Corp.
Amount: $204,161.53

Mechanic's Lien filed on 12/4/2020
Debtor: Evergreen Gardens I LLC
Creditor: Hivolts Electrical Inc.
Amount: $25,000.00

Mechanic's Lien filed on 12/7/2020
Debtor: Evergreen Gardens I LLC
Creditor: Complete Window Treatment
Amount: $58,875.00

Mechanic's Lien filed on 12/7/2020
Debtor: Evergreen Gardens I LLC
Creditor: BMW Plumbing Supplies
Amount: $559,851.23

Mechanic's Lien filed on 12/7/2020
Debtor: Evergreen Gardens I LLC
Creditor: Hi I LLC
Amount: $276,101.00

Mechanic's Lien filed on 12/8/2020
Debtor: Evergreen Gardens I LLC
Creditor: HS Floors Inc.
Amount: $8,648.30

Mechanic's Lien filed on 12/10/2020
Debtor: Evergreen Gardens I LLC
Creditor: Aura Electrical Supply Inc.
Amount: $249,067.98

Mechanic's Lien filed on 12/11/2020
Debtor: Evergreen Gardens I LLC
Creditor: Berry's Cooling & Heating LLC
Amount: $311,201.01

Mechanic's Lien filed on 12/11/2020
Debtor: Evergreen Gardens I LLC
Creditor: Security Shield USA Inc.
Amount: $72,470.00

Mechanic's Lien filed on 12/18/2020
Debtor: Evergreen Gardens I LLC
Creditor: 20/20 Inspections Inc.
Amount: $125,303.99

Mechanic's Lien filed on 12/28/2020
Debtor: Evergreen Gardens I LLC
Creditor: Statewide Source Inc.
Amount: $55,060.00

Mechanic's Lien filed on 12/28/2020
Debtor: Evergreen Gardens I LLC
Creditor: Supreme Wood Floors Inc.
Amount: $205,299.49

Mechanic's Lien filed on 12/29/2020
Debtor: Evergreen Gardens I LLC
Creditor: Certified Lumber Corp.
Amount: $84,795.90

Mechanic's Lien filed on 12/31/2020
Debtor: Evergreen Gardens I LLC
Creditor: Magellan Concrete Structures 1 Corp.
Amount: $558,792.57

Mechanic's Lien filed on 12/31/2020
Debtor: Evergreen Gardens I LLC
Creditor: Ben Rottenstein Associates Inc.
Amount: $80,000.00

Mechanic's Lien filed on 12/31/2020
Debtor: Evergreen Gardens I LLC
Creditor: Master Roofing & Siding Inc.
Amount: $467,206.79

Mechanic's Lien filed on 12/31/2020
Debtor: Evergreen Gardens I LLC
Creditor: PBS Services Inc.
Amount: $340,194.77

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: Worldwide Plumbing Supply Inc.
Amount: $156,385.52

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: Worldwide Plumbing Supply Inc.
Amount: $14,037.39

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: Dynamic Building Services
Amount: $906,742.91

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: EM ES Enterprise LLC
Amount: $369,338.98

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: Style Stone Gallery
Amount: $64,044.51

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: Big Apple Designers Inc.
Amount: $2,857,315.21

Mechanic's Lien filed on 1/5/2021
Debtor: Evergreen Gardens I LLC
Creditor: E &W Wholesale Hardware Inc.
Amount: $40,000.00

Mechanic's Lien filed on 1/6/2021
Debtor: Evergreen Gardens I LLC
Creditor: Supreme Wood Floors Inc.
Amount: $24,734.26

Mechanic's Lien filed on 1/15/2021
Debtor: Evergreen Gardens I LLC
Creditor: Global Quality Contractors
Amount: $100,000.00

Mechanic's Lien filed on 1/15/2021
Debtor: Evergreen Gardens I LLC
Creditor: Global Quality Contractors
Amount: $335,996.90

Mechanic's Lien filed on 1/21/2021
Debtor: Evergreen Gardens I LLC
Creditor: Gilchrist Metal Fabricating Co Inc.
Amount: $180,462.01

Mechanic's Lien filed on 2/16/2021
Debtor: Evergreen Gardens I LLC
Creditor: Essential Basics Inc.
Amount: $100,841.22

Mechanic's Lien filed on 2/22/2021
Debtor: Evergreen Gardens I LLC
Creditor: Pool Docs of NJ
Amount: $73,498.00

Mechanic's Lien filed on 3/19/2021
Debtor: Evergreen Gardens I LLC
Creditor: Kitchen Art America Inc.
Amount: $39,004.75

EXHIBIT P

Pending Certiorari Proceedings

Melrose Street Property – Index Number 404050/2019

Noll Street Property – Index Number 404051/2019

EXHIBIT Q

Title Affidavit

FIDELITY NATIONAL TITLE INSURANCE COMPANY

GENERAL AFFIDAVIT (New York City)

STATE OF NEW YORK } TITLE NO.:
} ss:
COUNTY OF NEW YORK } DATE:

_____, being duly sworn, deposes and says:

1. That (I am/we are) (the/a) (owner) (shareholder/member/partner of _____ _____), the (grantor/mortgagor/lesser) executing the (deed/mortgage/lease) of the property known as _____ to _____.

2. Each tenant of the Property either (a) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, (b) is a statutory tenant, or (c) is a month-to-month tenant.

3. To Seller's knowledge, no work has been done upon the above premises by the City of New York nor has any demand been 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 or charges by the New York City Department for Environmental Protection for water tap closings or any related work.

4. To Seller's knowledge, no inspection fees, permit fees, elevator(s), sign, boiler or other charges have been levied, charged, created or incurred that may become tax or other liens pursuant to Title 28 ("New York City Construction Codes"), Chapter 1, Article 112, Section 112.9.2 of the Administrative Code of the City of New York, and Title 29 ("New York City Fire Code"), Chapter 2, Chapter 1, Section FC 117.4 of the Administrative Code of the City of New York or any other section of law. The undersigned, or the entity signing below, agrees to indemnify Fidelity National Title Insurance Company for any loss, cost or damage resulting from any unpaid fee or charge claimed by the Department of Buildings and entered in the records of the City Collector after the date of closing.

[5. To Seller's knowledge, the bankruptcies, judgments, federal tax liens, Parking Violation Bureau judgments, Environmental Control Board liens, Environmental Control Board fire liens, Transit Adjudication Bureau liens, New York State and City tax warrants, and other liens set forth in the above captioned report of title, if any, are not against your deponent(s), but against other(s) having the same or similar name(s), and that your deponent(s) (has/have) never resided or done business, maintained an office, or registered a motor vehicle at any of the addresses listed in connection therewith.]

6. That there has been no change in the membership of the partnership/limited liability company known as _____ since delivery of the applicable governance documents or operating agreement therefor to Fidelity National Title Insurance Company. That the

person(s) executing the closing instruments are authorized to bind the (corporation/partnership/limited liability company).

That (I/We) make this affidavit to induce Fidelity National Title Insurance Company to insure title free and clear of the aforesaid, knowing that it will rely on the truth of the statements herein made. Notwithstanding the foregoing, the individual executing this affidavit does so in his capacity as authorized signatory for the corporate owner, and such individual shall have no personal liability therefor or for any representations set forth herein.

_____

_____

Sworn to before me this _____
day of _____, 202_

EXHIBIT R

Form of Bid Protections Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
EVERGREEN GARDENS MEZZ LLC,	:	**Case No. 21-10335 (MG)**
Debtor.	:	**(Joint Administration Pending)**
Fed. Tax Id. No. 83-3200416	:	
In re	:	**Chapter 11**
EVERGREEN GARDENS I LLC,	:	**Case No. 21-[_____] (___)**
Debtor.	:	**(Joint Administration Pending)**
Fed. Tax Id. No. [●]	:	
In re	:	**Chapter 11**
EVERGREEN GARDENS II LLC,	:	**Case No. 21-[_____] (___)**
Debtor.	:	**(Joint Administration Pending)**
Fed. Tax Id. No. [●]	:	

ORDER PURSUANT TO 11 U.S.C. §§ 105(a), 363 AND 503(b) AND FED. R. BANKR. P. 6004 FOR ENTRY OF AN ORDER APPROVING BREAK-UP FEE AND EXPENSE REIMBURSEMENT PROTECTIONS IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS

Upon the motion (the "**Motion**"),[1] dated ____, 2021 [ECF No. [__]], of Evergreen Gardens Mezz LLC ("**Evergreen Mezz**" or the "**Initial Debtor**"), together with Evergreen Gardens I LLC ("**EG I**") and Evergreen Gardens II LLC ("**EG II**" and, together with EG I, the "**Subsidiary Debtors**" and, together with the Initial Debtor, the "**Debtors**"), as debtors and debtors in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), pursuant to sections 105(a), 363 and 503(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), for entry of an order approving the terms for the proposed payment of the Break-Up Fee and Expense Reimbursements (each as defined below and, collectively, the "**Bid Protections**") in connection with a sale of all or substantially all of the Debtors' assets pursuant to that certain Agreement of Purchase and Sale (the "**Purchase Agreement**"), dated [●], 2021, by and among the Debtors and Atlas Capital Group, LLC (the "**Purchaser**"), all as more fully set forth in the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the "**Hearing**"); and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion and the accompanying declarations establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

---

[1] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

IT IS HEREBY FOUND AND DETERMINED THAT:[2]

A. Jurisdiction and Venue. Consideration of the Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has jurisdiction to consider the relief requested in accordance with 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.).

B. Bid Protection. The Purchase Agreement provides for the following Bid Protections: (1) a termination payment in the amount of $20,000,000.00 (the "**Break-Up Fee**") payable to Purchaser in the event (a) this Order is entered, (b) the Purchase Agreement is terminated or caused to be terminated by Sellers pursuant to Sections 35.1(e), 35.2(c)(i), (ii), (iii), (iv) and the Break-Up Fee becomes payable pursuant to Section 35.2(d); (2) the reimbursement of reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with Purchaser's due diligence, negotiation, and entry into the Purchase Agreement not to exceed $150,000.00 (the "**Expense Reimbursement**") payable to Purchaser pursuant to Sections 35.2(b), 35.2(e), and 36.1; and (3) the return of the Downpayment pursuant to Sections 35.2(g) in all instances where the Purchaser is entitled to receive the Break-Up Fee and/or the Expense Reimbursement. The Bid Protections are reasonable and appropriate and represent the best method for maximizing the value of the Debtors' estates.

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[2] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Adequate Notice. Due and proper notice of the relief requested in the Motion and a reasonable opportunity to object or be heard regarding the relief granted herein has been afforded to all parties in interest in these Chapter 11 Cases.

D. Relief is Warranted. The Debtors have articulated good and sufficient reasons for approving the Bid Protections and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

IT IS HEREBY ORDERED THAT

1. The Motion is granted to the extent set forth herein.

2. The Bid Protections, on the terms set forth in the Purchase Agreement, are approved. The Debtors are hereby authorized to pay in cash any amounts owed to the Purchaser on account of the Break-Up Fee and the Expense Reimbursement in accordance with the terms of the Purchase Agreement without further action or order by the Court. Nothing contained in this Order is intended to give the Purchaser greater rights than are provided by the Purchase Agreement.

3. If payable, the Break-Up Fee and Expense Reimbursement shall constitute allowed administrative expenses pursuant to section 503(b) of the Bankruptcy Code.

4. The Escrow Agent is directed to pay the Downpayment to the Purchaser in accordance with the terms of the Purchase Agreement without further action or order by the Court.

5. Under the circumstances of these Chapter 11 Cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

6. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

8. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2021
New York, New York

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT S

Form of Lease and Rider

"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW." ("LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL").

STANDARD FORM OF APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt. Stab. 2019 Rev 7.19

PREAMBLE: This Lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on _____ between Owner, _____, whose address is
Month day year
_____and You, the Tenant, _____, whose address is _____
_____.

1. APARTMENT AND USE

Owner agrees to lease to You Apartment _____ on the ____ floor in the Building at _____ in the Borough of _____, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

2. LENGTH OF LEASE

The term (that means the length) of this Lease is ____years, ____ months, ____ days, beginning on _____ and ending on _____.

If you do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT

Your monthly rent for the Apartment is $ _____ until adjusted pursuant to Article 4 below in addition to the monthly or weekly charge in consideration for Your use and occupation of the of building as set forth on any rider annexed to this Lease. You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, Tenant must pay when Tenant signs this Lease one (1) full months' rent and for the next full calendar month Tenant shall pay a prorated rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' rent for the second calendar month). In any event, if the lease commencement date shall not occur on the first day of a calendar month, the term shall also include the remainder of the month in which the lease commencement date occurred. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins. Owner need not give notice each month to Tenant to pay the rent. Rent must be paid in full and no amount subtracted from it.

4. RENT ADJUSTMENTS

If this Lease is for a Rent Stabilized apartment, the rent shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: a. to be bound by such determination; b. where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorized agency; c. except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within (30) days of your receipt of a copy of the order, cancel your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.

Pursuant to Real Property Law Section 238-a(2), You shall be obligated to pay a late fee if payment of rent has not been received within five days of the first day of each month. Late fee shall be the lesser of $50.00 or five percent of the monthly rent in addition to legal

interest at the maximum amount allowable at law. You will also be liable to pay all bank fees and charges for any check which is dishonored or returned.

5. SECURITY DEPOSIT

You are required to give Owner the sum of $ _____ (such amount not to exceed one (1) months' rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security at _____ bank at _____.

If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of the Security Deposit and interest where applicable, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date You vacate the Apartment. However, if You are in default of Your obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover missed rent payments, other loses or expenses incurred and reasonable repairs of such damage and Owner shall provide You with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

7. CAPTIONS

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

8 . WARRANTY OF HABITABILITY

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF LEASE; MOVING OUT

A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.

B. **Cleaning.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.

C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as additional rent within ten (10) business days after Tenant receives a bill from Owner

D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

E. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

10. CHANGES AND ALTERATIONS TO APARTMENT

A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS; REGULATIONS AND LEASE RULES

A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building, Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the provisions and rules of this Lease.

12. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not engage in nor permit family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are

dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent: _____.

C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (sub metered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.

D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

F. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building.

In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by law.

B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;

C. For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

D. If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b. and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent

of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to con- sent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease subject to Real Property Law §227-e.

17. DEFAULT

You default under the Lease if You act in any of the following ways:

A. You fail to carry out any agreement or provision of this Lease other than Article 12 of this Lease;
B. You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
C. You and other legal occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten days (the "Cure Period"). You must then either stop or correct the default within the Cure Period, or, if You need more than the Cure Period, You must begin to correct the default within the Cure Period and continue to do all that is necessary to correct the default as soon as possible.

If You do not stop or begin to correct a default in the Cure Period or if You or other legal occupants or guests engage in Objectionable Conduct as defined in this Lease, Owner shall give You a written notice that this Lease will end seven (7) days after the date the written notice is sent to You. At the end of the seven (7) day period, this Lease will end and You then must move out of the Apartment. If you fail to vacate on the date set forth in the termination notice, Owner shall commence an action or proceeding to recover possession. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of the term of this Lease set forth in Article 2 or any renewal thereof, the fair market value of your occupancy, if any, after the end of the Lease, and damages caused to Owner after that time as stated in Article 18 and as permitted by law.

If You do not pay your rent when this Lease requires, Owner or Owner's agent shall send you by certified mail a written notice stating the Owner or Owner's agent did not receive payment for rent within five (5) days of the date specified in the Lease. This does not waive, impair or modify Your obligation to pay rent by the first day of each month. If You fail to pay Owner the rent as demanded in a 14 day statutory written rent demand, Owner may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner:

A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease. Notwithstanding the foregoing, if You vacate the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the rent paid under this Lease pursuant to Real Property Law §227-e.
C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
    1. the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
    2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
    3. Owner's expenses for attorney's fees except in the event of a default judgment.
D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

20. FEES AND EXPENSES

A. **Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:

1. Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
2. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the permitted occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
3. Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
4. Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
5. Removing any of Tenant's property from the Apartment after this Lease is ended;
6. Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
7. All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. **Tenant's Right.** Owner agrees that unless sub-paragraph 4 of this Article 20 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law§ 234.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.
E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

23. PUBLIC TAKING

The entire building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title, You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgement of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgement to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner.

25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

A. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is (a) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment or (b) sent to You electronically to an email address You have provided to Owner or an email address from which You communicated by email to Owner. The date of service of any written notice by Owner to You under this Lease is the date of delivery or mailing of such notice.

B. **Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered, or certified mail to Owner at the address noted on page 1 of this Lease, or at another address of which Owner or Agent has given You written notice.

C. An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

27. NO SHORT-TERM RENTAL

Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, AND THE RIGHT TO TERMINATE THIS LEASE ON SEVEN (7) DAYS' WRITTEN NOTICE TO TENANT WITHOUT ANY RIGHT TO A CURE PERIOD, AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNEMENTAL AGENCY OR BODY.

28. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

29. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

30. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"

By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the

condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in a rider to be annexed hereto (if any) and made apart hereof.

31. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT

Owner advises you that an application for increase in stabilized rent on the ground of a building-wide major capital improvement dated _____ Docket No._____ is now pending before the State Division of Housing and Community Renewal ("Agency"). Such application involves the following major capital improvements which are now completed or in progress: _____

_____

You agree that the stabilized rent herein may be increased during the term of this lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

32. DEFINITIONS

A. **Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You or the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B. **You:** The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

33. SUCCESSOR INTERESTS

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

34. PUBLIC ACCESS WAYS

A. Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used or deliveries.

B. Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

35. LAUNDRY

Laundry and drying apparatus, if any, shall be used by Tenant in the manner and at the times that the superintendent or other representative of Owner may direct. Tenant shall not dry or air clothes on the roof, balcony, terrace or outside the windows of Apartment.

36. KEYS AND LOCKS

Owner may retain a pass key to the Apartment. Tenant may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenant may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenant shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenant, Tenant must deliver keys to Owner. At the end of this Lease, Tenant must return to Owner all keys either furnished or otherwise obtained. If Tenant loses or fails to return any keys which were furnished to Tenant, Tenant shall pay to Owner the cost of replacing them.

37. NOISE

Tenant, Tenant Parties and permitted occupants shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants and shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other tenant in the Building.

38. NO PROJECTIONS

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

39. NO PETS

Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS

WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

40. MOVING

Tenant can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.

41. FLOORS

Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

42. COUNTERPARTS

This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

43. GARBAGE, REFUSE AND RECYLCLING

Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts.

44. TERRACE/BALCONY (IF APPLICABLE)

All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner. Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

45. TOILETS/PLUMBING FIXTURES

The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene products or, sweepings, rubbish bags, acids may be discarded in the toilets or plumbing fixtures.

46. EMERGENCIES

Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

47. MOVING IN, VACATING APARTMENT AND TERMINATION

A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.

48. LEAD BASED PAINT

Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.

49. WINDOW GUARDS

Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

50. BED BUG DISCLOSURE

Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

51. SPRINKLER DISCLOSURE

Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider to this Lease.

52. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

53. STOVE KNOB COVERS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

54. SMOKING POLICY

Owner has attached as a rider the smoking policy for the Building.

SIGNATURES CONTINUED ON NEXT PAGE

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

Witnesses

_____ _____ [L.S.]
Owner's Signature

_____ _____ [L.S.]
Tenant's Signature

_____ _____ [L.S.]
Tenant's Signature

GUARANTY

The undersigned Guarantor [or Guarantors (hereinafter collectively referred to as "Guarantor")] guarantees to Owner the strict payment performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, assigned, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty. Guarantor will pay reasonable attorneys' fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Lease, Owner may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against Tenant or Guarantor.

Dated, _____

_____ Guarantor
Name:

_____ Address

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

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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

_____ Guarantor

Name:

_____ Address

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

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he 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

Apartment _____

Premises _____

Tenant _____

Expires

STANDARD FORM OF APARTMENT

Lease

The Real Estate Board of New York, Inc.

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RENEWAL LEASE FORM

Owners and Tenants should read **INSTRUCTIONS TO OWNER** and **INSTRUCTIONS TO TENANT** on reverse side before filling out or signing this form

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM ISSUED UNDER SECTION 2523.5(a) OF THE RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BELOW AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Dated: _____ 20_____

Tenant's Name(s) and Address:

_____
_____
_____
_____

Owner's /Agent's Name and Address:

_____
_____
_____
_____

1. The owner hereby notifies you that your lease will expire on: _____

PART A - OFFER TO TENANT TO RENEW

2. You may renew this lease, for one or two years, at your option, as follows:

Column A Renewal Term	**Column B** Legal Rent on Sept.30th Preceding Commencement Date of this Renewal Lease	**Column C** Guideline % or Minimum $ Amount (If unknown, check box and see below)* ☐	**Column D** Applicable Guideline Supplement, if any	**Column E** Lawful Rent Increase, if any, Effective after Sept. 30th	**Column F** New Legal Rent (If a lower rent is to be charged, check box and see item 5 below) ☐
1 Year	$_____	(%) $_____	$_____	$_____	$_____ **
2 Years	**Same as above**	(%) $_____	$_____	$_____	$_____

* If applicable guideline rate is unknown at time offer is made, check box in Column C and enter current guideline which will be subject to adjustment when rates are ordered.

** Rent Guidelines Board Order #53 applies to leases commencing between 10/1/21 and 9/30/22. The one (1) year lease guideline increase cannot be applied until the final six (6) months of the lease. There is no guideline increase in the first six (6) months.

3. Security Deposit: *** Collectable after the sixth (6) month of a one-year lease renewal.

Current Deposit: $_____

Additional Deposit Required - 1 year lease: $_____ ***
Additional Deposit Required - 2 year lease: $_____

4. Specify separate charges, if applicable:

a. Air conditioner : $_____
b. Appliances : $_____
c. 421a (2.2%): $_____
d. Other: _____ $_____

Total separate charges: $_____

5. Lower Rent to be charged, if any. 1 year lease $_____, 2 year lease $_____ Agreement attached: Yes ☐ No ☐

6. Tenant shall pay a monthly rent (enter amount from 2F or 5) of $_____ for a 1 year renewal or $ _____ for a 2 year renewal, plus total separate charges (enter amount from 4) $_____ for a total monthly payment of $_____ for a 1 year renewal or $_____ for a 2 year renewal.

7. This renewal lease shall commence on _____, which shall not be less than 90 days nor more than 150 days from the date of mailing or personal delivery of this Renewal Lease Form. This Renewal Lease shall terminate on _____ (1 year lease) or _____ (2 year lease).

8. This renewal lease is based on the same terms and conditions as your expiring lease. (See instructions about additional provisions.)

9. SCRIE and DRIE. Owner and Tenant acknowledge that, as of the date of this renewal, Tenant is entitled to pay a reduced monthly rent in the amount of $ _____ under the New York City SCRIE program or the New York City DRIE program. The reduced rent may be adjusted by orders of such program.

10. Leased premises does ☐, does not ☐ have an operative sprinkler system. If operative, it was last maintained and inspected on _____.

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and owners under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant. The rent, separate charges and total payment provided for in this renewal lease may be increased or decreased by order or annual updates of the Division of Housing and Community Renewal (DHCR) or the Rent Guidelines Board (RGB).

PART B - TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of three responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

☐ I (we), the undersigned Tenant(s), accept the offer of a **one (1) year** renewal lease at a monthly rent of $_____, plus separate charges of $_____ for a total monthly payment of $_____. **No rent increase in the first six (6) months.

☐ I (we), the undersigned Tenants(s), accept the offer of a **two (2) year** renewal lease at a monthly rent of $_____, plus separate charges of $_____ for a total monthly payment of $_____.

☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the current lease.

Tenant's Signature(s): _____

_____

Dated: _____ 20_____

Dated: _____ 20_____

Owner's Signature(s): _____

RTP-8 (6/21)

INSTRUCTIONS TO OWNER

At least two copies of this completed Renewal Lease Form must be mailed to the tenant in occupancy or personally delivered not more than 150 days and not less than 90 days prior to the end of the tenant's lease term, along with the New York City Lease Rider For Rent Stabilized Tenants.

If the owner offers a Renewal Lease less than 90 days prior to the expiration of the existing lease, the lease term selected by the tenant shall begin at the tenant's option either (1) on the date a renewal lease would have begun had a timely offer been made or (2) on the first rent payment date occurring no less than 90 days after the date that the owner does offer the lease to the tenant. The guidelines rate applicable for such lease shall be no greater than the rate in effect on the commencement date of the lease for which a timely offer should have been made, and the increased rental shall not begin before the first rent payment date occurring no less than 90 days after such offer is made.

The owner must fully complete PART A on the reverse side of this Form explaining how the new rent has been computed. Any rent increase must not exceed the applicable Rent Guidelines Board adjustment(s) plus other adjustments authorized by the Rent Stabilization Code.

Tenants that were paying a preferential rent as of June 14, 2019 or thereafter, retain the preferential rent for the life of the tenancy. Rent Guidelines Board increases and other increases allowed by the Rent Stabilization Law are to be applied to the preferential rent.

This Renewal Lease must be offered on the same terms and conditions as the expiring lease, except for such additional provisions as are permitted by law or the Rent Stabilization Code which must be set forth by the owner and attached to this Form. If there are any additional lawful agreements between the owner and tenant, a copy signed by both parties must be attached to this Form.

The tenant must return to the owner all copies of this Form, completed and signed by the tenant in **PART B** on the reverse side of this Form.

The owner must furnish the tenant with a fully executed copy of this Renewal Lease Form bearing the tenant's and owner's signatures in **PART B**, and a copy of the DHCR New York City Lease Rider, within 30 days of the owner's receipt of this Form signed by the tenant. Service of this fully executed Form, upon the tenant, constitutes a binding renewal lease. If the owner fails to furnish the tenant with a fully executed copy of this Form within 30 days of receipt of the Form signed by the tenant, the tenant shall continue to have all rights afforded by the Rent Stabilization Law and Code, and the owner will be barred from commencing any action or proceeding against the tenant based upon non-renewal of lease.

INSTRUCTIONS TO TENANT
(Read Owner's and Tenant's Instructions carefully before completing this Renewal Lease Form)

If you wish to accept this offer to renew your lease, you must complete and sign this Renewal Lease Form in the space provided in **PART B** on the reverse side of this Form, and you must return all copies of the signed Lease Form to the owner in person or by regular mail within 60 days of the date this Form was served upon you. You may wish to make a copy for your own records. **If you do not sign and return this Renewal Lease Form within the prescribed 60-day period, the owner may have grounds to start proceedings to evict you from your apartment.**

Before you complete and sign **PART B** and return this Renewal Lease Form, be sure to check that all lawful provisions and written agreements have been attached by the owner to this Form. Please read all attachments carefully. If such other lawful provisions appear, they are part of this lease renewal offer and renewal lease. If there are any lawful agreements between you and the owner, attached copies must be signed by both parties.

If the owner agrees to a rent which is lower than the legal regulated rent, this lower amount should be entered in item 5 on the reverse side of this Form, and a signed copy of the agreement should be attached. You may not change the content of this Renewal Lease Form without the owner's written consent. If a "lower rent" amount is listed in item 5 and such rent is a "preferential rent," upon renewal the owner may **not** increase the rent to the legal rent listed in item 2F. Tenants that were paying a preferential rent as of June 14, 2019, retain the preferential rent for the life of the tenancy. Rent Guidelines Board increases and other increases allowed by the Rent Stabilization Law are to be applied to the preferential rent.

Your acceptance of this offer to renew shall constitute a renewal of the present lease for the term of years and rent accepted, subject to any other lawful changes which appear in writing on the attachments to this Form, and subject also to payment of the new rent and additional security, if any. Such additional security shall be deposited by the owner in the manner provided for on initial occupancy. **However, pursuant to the Housing Stability and Tenant Protection Act of 2019, an owner can hold no more than one month security deposit. Anything in excess of one month must be refunded to the tenant.**

Please refer to the New York City Lease Rider for a summary of tenants' rights and owners' responsibilities.

State of New York
Division of Housing and Community Renewal
Office of Rent Administration/Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov

HPD PERMANENTLY AFFORDABLE

INCLUSIONARY HOUSING PROGRAM

RIDER TO LEASE AGGREEMENT

(Affordable Units Only)

This Rider shall be attached to and form a part of the lease or lease renewal ("Lease"), dated _____ between _____ ("Owner") and _____ as tenant(s) of apartment # ___ in building at _____.

Tenant(s) has/have signed and delivered to Owner the Lease referenced above. Owner and Tenant(s) acknowledge and agree that:

A. THIS RIDER IS SUBJECT TO THE TERMS OF THE VOLUNTARY INCLUSIONARY HOUSING ("VIH ') REGULATORY AGREEMENT ENTERED INTO BY THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT ("HPD") AND SIGNED BY THE OWNER, AND, TO THE TERMS OF THE 421-a RESTRICTIVE DECLARATION APPROVED BY HPD AND SIGNED BY THE OWNER

B. IF THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS RIDER AND THE TERMS OF THE VIH REGULATORY AGREEMENT AND THE TERMS OF ANY ADDITIONAL RESTRICTIVE DECLARATION, AND, ANY ADDITIONAL REGULATORY AGREEMENTS, THEN THE MORE RESTRICTIVE REQUIREMENTS WILL APPLY.

C. PURSUANT TO THE HPD VIH REGULATORY AGREEMENT ,ALL INCLUSIONARY HOUSING UNITS SHALL BE PERMANENTLY AFFORDABLE, RENT STABILIZED UNITS. THE RENT STABILIZED RENTS FOR SUCH UNIT SHALL NOT EXCEED 30% OF THE QUALIFYING INCOME LEVEL.

D. TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS RIDER IN THE LEASE.

II. CONFIRMATION

By signing below, the parties confirm that they have read, understand and agree to all of the Rider terms and requirements. If more than one person is a tenant under the Lease, each tenant shall sign below.

TENANT(S)

BY:

NAME:

TITLE:

OWNER: _____

BY: _____

ATTACHMENT N-1

PRE-LEASE ACKNOWLEDGEMENT AND CERTIFICATION

PROJECT NAME/ADDRESS:_____

TENANT NAME: _____ Unit Number: _____

I fully understand and comprehend that the lease I am about to sign is for the unit referenced above and that this unit participates in a governmentally assisted affordable housing program.

I fully understand and comprehend that this unit must be my only primary residence and that I may not simultaneously maintain another primary residential lease in my name or otherwise maintain another primary residence.

I understand that this restriction applies to any other primary residence. I further understand that to simultaneously maintain multiple leases for, or to otherwise simultaneously reside in, more than one governmentally assisted unit is an especially egregious violation of this requirement.

I fully understand that any form of subletting or assignment of my lease in this affordable housing program is strictly prohibited and unlawful.

I understand that violating the above requirement will have consequences which may include the loss of the apartment(s) and lease(s) in question, in addition to potential criminal charges.

In addition to certifying my acceptance of the above requirements, and in further addition to the statements included in the governing lease documents I am about to sign for this apartment, I again hereby certify that all information I have provided during the application and verification process to qualify for this program has been complete and accurate. This includes, without limitation, all information pertaining to the members of the household who will reside in the unit and the employment income and all other income and assets for each such household member. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that my file in its entirety is subject to both review by The New York City Department of Housing Preservation and Development (HPD) and audit by The New York City Department of Investigation (DOI). DOI is a fully empowered law enforcement agency of The City of New York, which investigates potential fraud in HDC and HPD-financed housing developments and other governmentally sponsored programs. I understand that the consequences for providing false or incomplete information to qualify for this program may include the termination of my lease in addition to potential criminal charges.

I hereby certify that I fully understand and agree to all of the above.

Signed by All Adult Household Members:

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date

Name	Signature	Date
Name	Signature	Date

DENIZEN
bshwk

Amenities Membership Terms and Conditions

NATURE OF MEMBERSHIP:

- Membership is a non-transferable right, offered to residents of Denizen bshwk only.
- Membership can only be terminated by tenant after 6 months.
- Tenants must have a zero dollar rental balance in order to participate in any of the membership packages offered.
- Guests' use of any amenities, are only permitted with prior written consent from management.
- If a member allows anyone to use the facility without prior permission, management reserves the right to deactivate the key and there will be a $100 reactivation fee.

CONDUCT/DAMAGES:

- Denizen bshwk is committed to the health, safety, and welfare of each of its residents/members and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior.
- Members who do not observe Denizen bshwk' rules and regulations or who abuse equipment in any fashion will be asked to leave.
- Denizen bshwk has the right to judge behavior and respond accordingly. This right includes, but is not limited to termination of a membership without refund to any member engaging in unacceptable behavior. The member shall pay for any damages Denizen bshwk property which results from the willful or negligent conduct of any member, member's guest, or member's dependent child.
- Not all rules and regulations are listed in this agreement. Denizen bshwk reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Denizen bshwk.

Pricing: $100 per person

Building Y:

- Outdoor Games
- Game Room
- Zen Gardens
- Waterfall
- Courtyards
- Library

- Mini Golf
- Beer Brewery
- Wine Storage
- Tenant Lounge
- Kids Room Featuring rock climbing
- Kids Outdoor Playground
- Chef Kitchen
- Conference Room
- Art Gallery in Common Area
- Co-working space
- Green Market Area
- Dog park
- Rooftop
- Grills

Building X:

- Seven different Gyms (Cross-fit, Boxing, Cardio, Yoga, Spin/Cycling, Rock Climbing, & Weight lifting).
- Golf Simulator Room
- Indoor Pool
- Indoor/Outdoor Jacuzzi
- Resident Bar and Lounge
- Arcade Room
- Rooftop
- Grills
- Card Game Room
- Courtyards
- Bowling Alley
- Movie Theater

Please initial if purchasing amenities membership:

Building X & Y for a monthly fee of $100 per person Initial: _____ Initials: _____ Initials: _____

Tenant agrees that they have read and agree to all terms and conditions listed above.

_____ _____

Signature Date

_____ _____

Signature Date

_____ _____

Signature Date

§421-A RIDER TO LEASE AGREEMENT
(25 YEAR 421-A BENEFITS)
AFFORDABLE UNITS

LEASE DATED: _____	**OWNER:** _____
APARTMENT: _____ in BUILDING at **54 Noll Street, Brooklyn, NY**	
TENANT: _____	

Tenant ("You") are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION & § 421-A TAX BENEFITS

THE LEASE IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A RESTRICTIVE DECLARATION EXECUTED OR TO BE EXECUTED BY OWNER (THE "§ 421-A RESTRICTIVE DECLARATION"). THE § 421-A RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS [THIRTY-FIVE (35) YEARS] FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE "RESTRICTION PERIOD." OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT AUGUST 16, 2053.

PURSUANT TO THE § 421-A RESTRICTIVE DECLARATION, THE APARTMENT IS SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). THE COLLECTIBLE RENTS FOR THIS AFFORDABLE UNIT SHALL NOT EXCEED 30% OF 60% OF AREA MEDIAN INCOME ("AMI") DURING THE RESTRICTION PERIOD ("PERMITTED RENT"). TENANTS HOLDING A LEASE AND IN OCCUPANCY AT THE EXPIRATION OF THE RESTRICTION PERIOD SHALL HAVE A RIGHT TO REMAIN AS RENT STABILIZED TENANTS FOR THE DURATION OF THEIR OCCUPANCY. FOLLOWING THE EXPIRATION OF THE RESTRICTIVE PERIOD, TENANTS IN OCCUPANCY MAY BE CHARGED A RENT IN EXCESS OF THE PERMITTED RENT, UP TO AND INCLUDING THE LEGAL REGULATED RENT, AS PERMITTED BY THE RSL AND CODE. ONCE A LAWFUL TENANT IN OCCUPANCY OF THE APARTMENT VOLUNTARILY VACATES AFTER THE EXPIRATION OF THE RESTRICTION PERIOD, THE APARTMENT

Error! Unknown op code for conditional.

WILL NO LONGER BE SUBJECT TO RENT STABILIZATION.

FURTHER, OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§ 421-A") FOR A TERM OF 25 YEARS. OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT JUNE 30, YEAR. UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE § 421-A TAX BENEFITS END, THE APARTMENT WILL REMAIN RENT STABILIZED, FOR SO LONG AS REQUIRED BY THE § 421-A RESTRICTIVE DECLARATION. AS SET FORTH IN THE § 421-A RESTRICTIVE DECLARATION, THE APARTMENT WILL REMAIN SUBJECT TO THE RSL AND CODE UNTIL THE LAWFUL TENANT VOLUNTARILY VACATES THE APARTMENT AFTER THE EXPIRATION OF THE RESTRICTIVE PERIOD.

THE LEGAL REGULATED RENT OF THE APARTMENT WILL BE SUBJECT TO PERIODIC RENT INCREASES, AS PERMITTED BY THE RSL AND CODE AND AS APPROVED BY THE RENT GUIDELINES BOARD ("RGB"). HOWEVER, THE ACTUAL RENT CHARGED DURING THE RESTRICTIVE PERIOD WILL BE SUBJECT TO THE PERMITTED RENT. ANY INCREASES IN THE LEGAL REGULATED RENT GRANTED BY THE RSL, CODE, AND RGB SHALL BE MADE TO THE LEGAL REGULATED RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

TENANT UNDERSTANDS AND AGREES THAT LANDLORD'S DETERMINATION THAT TENANT QUALIFIES AS AN ELIGIBLE TENANT (AS MORE SPECIFICALLY SET FORTH IN PARAGRAPH 3(C) HEREOF) IS BASED SOLELY UPON THE STATEMENTS, REPRESENTATIONS, CERTIFICATIONS, AND VERIFICATION DOCUMENTATION GIVEN TO LANDLORD BY OR ON BEHALF OF TENANT, INCLUDING BUT NOT LIMITED TO A COPY OF TENANT'S MOST RECENTLY FILED FEDERAL INCOME TAX RETURN AND SUCH THIRD-PARTY INCOME VERIFICATION OR OTHER PROOF AND DOCUMENTATION REASONABLY REQUIRED BY LANDLORD UNDER APPLICABLE LAW AND PROGRAM RULES PURSUANT TO PARAGRAPHS 3(B) AND 5 HEREOF. TENANT HEREBY AFFIRMS THAT THE STATEMENTS, REPRESENTATIONS, CERTIFICATIONS, AND VERIFICATION DOCUMENTATION PROVIDED TO LANDLORD BY OR ON BEHALF OF TENANT ARE TRUTHFUL AND ACCURATE. TENANT ACKNOWLEDGES AND AGREES THAT ANY FALSE, FRAUDULENT, MISLEADING, OR INCOMPLETE STATEMENT, REPRESENTATION, CERTIFICATION, DOCUMENTATION, OR OTHER INFORMATION MADE OR FURNISHED BY OR ON BEHALF OF TENANT IN CONNECTION WITH TENANT'S APPLICATION FOR THE APARTMENT, TENANT'S INITIAL CERTIFICATION OF ELIGIBILITY, OR ANY RECERTIFICATION OF ELIGIBILITY, SHALL CONSTITUTE MATERIAL NONCOMPLIANCE UNDER THE LEASE, IN WHICH

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EVENT THE LEASE SHALL BE SUBJECT TO RESCISSION OR TERMINATION BY LANDLORD AND TENANT SHALL BE SUBJECT TO EVICTION.

SUBLETTING OR ASSIGNMENT OF THE LEASE OR TENANT'S RIGHTS UNDER THE LEASE IS PROHIBITED BY LAW, SINCE OCCUPANCY OF THE APARTMENT IS GOVERNED BY THE REQUIREMENTS OF THE CODE AND RELATED REGULATIONS AS WELL AS THE PROVISIONS OF THE REGULATORY AGREEMENT AND/OR RESTRICTIVE DECLARATION. THE PROVISIONS OF THIS RIDER WITH REGARD TO ASSIGNMENT OR SUBLETTING WILL SUPERSEDE, PREVAIL OVER, AND PRE-EMPT ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THE "RENT STABILIZATION LEASE RIDER" PROVIDED TO TENANT AS PART OF THE LEASE. VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE WHICH BREACH SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE BY LANDLORD AND EVICTION OF TENANT.

II. YOUR CONFIRMATION

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

TENANT:

By: _____ By: _____
Name: _____ Name: _____

OWNER:

By: _____
Name: _____
Title: _____

§421-A RIDER TO LEASE AGREEMENT
(25 YEAR 421-A BENEFITS)
AFFORDABLE UNITS

LEASE DATED: _____	**OWNER:** _____
APARTMENT: _____	in BUILDING at **123 Melrose Street, Brooklyn, NY**
TENANT: _____	

Tenant ("You") are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION & § 421-A TAX BENEFITS

THE LEASE IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A RESTRICTIVE DECLARATION EXECUTED OR TO BE EXECUTED BY OWNER (THE "§ 421-A RESTRICTIVE DECLARATION"). THE § 421-A RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS [THIRTY-FIVE (35) YEARS] FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE "RESTRICTION PERIOD." OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT JUNE 18, 2054.

PURSUANT TO THE § 421-A RESTRICTIVE DECLARATION, THE APARTMENT IS SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). THE COLLECTIBLE RENTS FOR THIS AFFORDABLE UNIT SHALL NOT EXCEED 30% OF 60% OF AREA MEDIAN INCOME ("AMI") DURING THE RESTRICTION PERIOD ("PERMITTED RENT"). TENANTS HOLDING A LEASE AND IN OCCUPANCY AT THE EXPIRATION OF THE RESTRICTION PERIOD SHALL HAVE A RIGHT TO REMAIN AS RENT STABILIZED TENANTS FOR THE DURATION OF THEIR OCCUPANCY. FOLLOWING THE EXPIRATION OF THE RESTRICTIVE PERIOD, TENANTS IN OCCUPANCY MAY BE CHARGED A RENT IN EXCESS OF THE PERMITTED RENT, UP TO AND INCLUDING THE LEGAL REGULATED RENT, AS PERMITTED BY THE RSL AND CODE. ONCE A LAWFUL TENANT IN OCCUPANCY OF THE APARTMENT VOLUNTARILY VACATES AFTER THE EXPIRATION OF THE RESTRICTION PERIOD, THE APARTMENT

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WILL NO LONGER BE SUBJECT TO RENT STABILIZATION.

FURTHER, OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§ 421-A") FOR A TERM OF 25 YEARS. OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT JUNE 30, YEAR. UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE § 421-A TAX BENEFITS END, THE APARTMENT WILL REMAIN RENT STABILIZED, FOR SO LONG AS REQUIRED BY THE § 421-A RESTRICTIVE DECLARATION. AS SET FORTH IN THE § 421-A RESTRICTIVE DECLARATION, THE APARTMENT WILL REMAIN SUBJECT TO THE RSL AND CODE UNTIL THE LAWFUL TENANT VOLUNTARILY VACATES THE APARTMENT AFTER THE EXPIRATION OF THE RESTRICTIVE PERIOD.

THE LEGAL REGULATED RENT OF THE APARTMENT WILL BE SUBJECT TO PERIODIC RENT INCREASES, AS PERMITTED BY THE RSL AND CODE AND AS APPROVED BY THE RENT GUIDELINES BOARD ("RGB"). HOWEVER, THE ACTUAL RENT CHARGED DURING THE RESTRICTIVE PERIOD WILL BE SUBJECT TO THE PERMITTED RENT. ANY INCREASES IN THE LEGAL REGULATED RENT GRANTED BY THE RSL, CODE, AND RGB SHALL BE MADE TO THE LEGAL REGULATED RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

TENANT UNDERSTANDS AND AGREES THAT LANDLORD'S DETERMINATION THAT TENANT QUALIFIES AS AN ELIGIBLE TENANT (AS MORE SPECIFICALLY SET FORTH IN PARAGRAPH 3(C) HEREOF) IS BASED SOLELY UPON THE STATEMENTS, REPRESENTATIONS, CERTIFICATIONS, AND VERIFICATION DOCUMENTATION GIVEN TO LANDLORD BY OR ON BEHALF OF TENANT, INCLUDING BUT NOT LIMITED TO A COPY OF TENANT'S MOST RECENTLY FILED FEDERAL INCOME TAX RETURN AND SUCH THIRD-PARTY INCOME VERIFICATION OR OTHER PROOF AND DOCUMENTATION REASONABLY REQUIRED BY LANDLORD UNDER APPLICABLE LAW AND PROGRAM RULES PURSUANT TO PARAGRAPHS 3(B) AND 5 HEREOF. TENANT HEREBY AFFIRMS THAT THE STATEMENTS, REPRESENTATIONS, CERTIFICATIONS, AND VERIFICATION DOCUMENTATION PROVIDED TO LANDLORD BY OR ON BEHALF OF TENANT ARE TRUTHFUL AND ACCURATE. TENANT ACKNOWLEDGES AND AGREES THAT ANY FALSE, FRAUDULENT, MISLEADING, OR INCOMPLETE STATEMENT, REPRESENTATION, CERTIFICATION, DOCUMENTATION, OR OTHER INFORMATION MADE OR FURNISHED BY OR ON BEHALF OF TENANT IN CONNECTION WITH TENANT'S APPLICATION FOR THE APARTMENT, TENANT'S INITIAL CERTIFICATION OF ELIGIBILITY, OR ANY RECERTIFICATION OF ELIGIBILITY, SHALL CONSTITUTE MATERIAL NONCOMPLIANCE UNDER THE LEASE, IN WHICH

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EVENT THE LEASE SHALL BE SUBJECT TO RESCISSION OR TERMINATION BY LANDLORD AND TENANT SHALL BE SUBJECT TO EVICTION.

SUBLETTING OR ASSIGNMENT OF THE LEASE OR TENANT'S RIGHTS UNDER THE LEASE IS PROHIBITED BY LAW, SINCE OCCUPANCY OF THE APARTMENT IS GOVERNED BY THE REQUIREMENTS OF THE CODE AND RELATED REGULATIONS AS WELL AS THE PROVISIONS OF THE REGULATORY AGREEMENT AND/OR RESTRICTIVE DECLARATION. THE PROVISIONS OF THIS RIDER WITH REGARD TO ASSIGNMENT OR SUBLETTING WILL SUPERSEDE, PREVAIL OVER, AND PRE-EMPT ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THE "RENT STABILIZATION LEASE RIDER" PROVIDED TO TENANT AS PART OF THE LEASE. VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE WHICH BREACH SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE BY LANDLORD AND EVICTION OF TENANT.

II. YOUR CONFIRMATION

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

TENANT:

By: _____
Name: _____

By: _____
Name: _____

OWNER:

By: _____
Name: _____
Title: _____

I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION - § 421-A 2.2% RENT INCREASES.

OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§ 421-A"). SOLELY AS A RESULT OF THIS, AS LONG AS OWNER RECEIVES § 421-A BENEFITS, THE APARTMENT WILL BE SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE § 421-A TAX BENEFITS END, THE APARTMENT WILL NO LONGER BE RENT STABILIZED.

UNDER THE TERMS OF § 421-A, THE REGULATIONS PROMULGATED BY THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT AND THE RSL AND CODE, THERE IS A "GRADUAL DIMINUTION" OF THE § 421-A TAX BENEFITS. EFFECTIVE ON THE ANNIVERSARY DATE OF THE COMMENCEMENT OF THE INITIAL LEASE ISSUED TO YOU FOR THIS APARTMENT DURING THE FIRST YEAR OF SUCH GRADUAL DIMINUTION OF BENEFITS (THE "ANNIVERSARY DATE"), OWNER WILL BEGIN TO CHARGE AND COLLECT FROM YOU EACH MONTH AN AMOUNT EQUAL TO 2.2% OF THE APARTMENT'S ACTUAL MONTHLY RENT IN EFFECT AT THE COMMENCEMENT OF THE GRADUAL DIMINUTION PERIOD ("THE 2.2% RENT INCREASE"). THE FIRST YEAR OF GRADUAL DIMINUTION BEGINS IN THE 22nd YEAR OF PARTIAL TAX EXEMPTION BENEFITS, WHICH IS PROJECTED TO COMMENCE DURING THE CITY'S JULY 1, 2040 THROUGH JUNE 30, 2041 FISCAL YEAR. THUS, THE FIRST 2.2% RENT INCREASE IS PROJECTED TO START ON THE ANNIVERSARY DATE DURING THE JULY 1, 2041 THROUGH JUNE 30, 2042 FISCAL YEAR. THEREAFTER, THERE WILL BE A 2.2% RENT INCREASE ON EACH SUCCESSIVE ANNIVERSARY DATE. THESE 2.2% RENT INCREASES ARE IN ADDITION TO ANY OTHER RENT INCREASES THAT MAY BE PERMITTED UNDER RENT STABILIZATION.

§ 421-A PROVIDES THAT THE BUILDING WILL BE SUBJECT TO THE RENT STABILIZATION LAW FOR 25 YEARS, AND, UNLESS THE PRESENT LAWS ARE CHANGED, THE APARTMENT WILL ALSO BE SUBJECT TO STANDARD RENT INCREASES ON LEASE RENEWALS DURING SAID PERIOD, AS APPROVED BY THE RENT GUIDELINES BOARD. ANY INCREASES GRANTED BY THE RENT GUIDELINES BOARD SHALL BE MADE TO THE RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT JUNE 30, 2044. AFTER SUCH DATE, THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR THE APARTMENT NOR WILL THE OWNER BE LEGALLY OBLIGATED TO RENEW THE LEASE. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

II. YOUR CONFIRMATION.

By signing this Rider below, You confirm that You have read and understand this Rider, and that You agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

TENANT:

_____ _____

Name: Name:

OWNER:

_____

By: _____
Name:

EARLY OCCUPANCY OF APARTMENT & CON ED AGREEMENT

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE BETWEEN THE PARTIES, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

AGREEMENT, made as of _____, 20___, between _____ ("Licensor"), with offices at _____, New York, NY, and _____ ("Licensee").

WHEREAS, pursuant to a certain lease dated _____, 20___, (hereinafter "the Lease") Licensee will be the tenant of Apartment ____ (the "Apartment") at _____, New York, NY ("Subject Building") commencing on _____, 20___ ("the commencement date"); and

WHEREAS, notwithstanding the commencement date of the Lease and the commencement date of Licensee's tenancy thereunder, in order to facilitate Licensee's move and transition to the Apartment, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date solely as an accommodation to Tenant and predicated upon the execution and binding nature of the Lease.

WHEREAS, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants permission to the Licensee to occupy the Apartment effective _____, 20___.

2. The License shall be for a term commencing _____, 20___ and expiring on the Lease commencement date.

3. The occupancy of the Licensee at the Apartment prior to the commencement date of the Lease shall be as the Licensee of Licensor.

4. It is expressly understood that Licensee has entered into this License Agreement with Licensor predicated solely as an incident of the Licensee's having entered into a Lease for the Apartment. Absent the Licensee's having leased the Apartment, Licensor would not have offered or executed this Licensee agreement with the Licensee.

5. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations and that such rights, if any, only come into effect upon the commencement of a landlord/tenant relationship.

6. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the

Licensee and such other persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.

7. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.

8. Licensee has examined the Apartment and accepts it in its present condition.

9. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date, Licensor agrees to waive Licensee's payment of a fee for the use and occupancy for of the Apartment during this license period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date, then Licensee shall be liable to Licensor Licensee's use and occupancy of the Apartment in the sum equal to the monthly rent under the Lease, and Licensee shall continue to be liable for said sum until Licensor re-lets the Apartment. The waiver of payment during the license period is solely for said license and does not affect the rent due under the lease or any renewal thereof.

10. Upon the commencement of the License, Licensee shall open an account for electric service and shall be fully liable for all electric charges incurred. If the opening of said account is after the date that the license commences, then Licensee shall be fully liable for all electric usage between the commencement of said license and the opening of the electric account by Licensee.

11. Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any way.

12. Licensor may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.

13. It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.

14. The parties hereto have caused this AGREEMENT to be executed as of the day and year recited below as the date signed by Licensor.

_____	_____, 20___
Licensee	Date
_____	_____, 20___
Co-Licensee	Date

_____ _____, 20___
_____, Licensor Date

RIDER TO LEASE

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this __ day of ____, 20___ by and between _____, (hereinafter "Owner"), owner of the premises known as and located at _____, New York ("Subject Premises") and _____ (hereinafter "Tenant"), as follows:

1. This Rider shall be deemed to be incorporated into and is made a part of the Lease dated _____, 20___, between Tenant and Owner ("the Lease"), regarding the renting of Apartment ____ ("the Apartment") at the Subject Premises.

2. As originally executed by the parties, the Lease was for the _____ year term commencing on _____ and expiring on _____ (the "Original Lease Term").

3. In lieu of executing the one or two year renewal lease offered by Owner, Tenant has voluntarily requested that it be permitted to remain in occupancy, as a month to month tenant, through _____, 20___ (the "Month to Month Term"). Owner has granted Tenant's request. The rent during this Month to Month Term shall remain at $_____ per month. Other than the modifications to the term described herein, the terms of the Lease shall be deemed to remain in full force and effect so as to govern the month to month tenancy.

4. The parties are deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

_____
Tenant Signature

_____
Co-Tenant Signature

_____, Owner

BY: _____

TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED this _____ day of _____, 20____, by and between _____ ("Owner"), owner of the premises known as and located at _____ ("subject premises") and _____ ("Tenant"), tenant of Apartment_____ in the subject premises ("subject apartment") as follows:

1. The parties agree that the legal regulated rent for the subject apartment is $_____ per month, as set forth in the Lease dated _____ (hereinafter the "Lease").

2. During the period commencing on _____ and expiring on _____ (the "Temporary Concession Period"), subject to any lawful adjustments, the legal regulated rent shall remain the sum set forth in ¶ 1 of this Rider. However, the parties agree that during said Temporary Concession Period only the Tenant may tender and the owner will temporarily accept a reduced amount of $_____ , per month, subject to any lawful adjustments, in full payment and satisfaction of the monthly rent for the Temporary Concession Period only.

3. Said concession is neither intended as a permanent rent reduction, nor is it intended as a preference to govern throughout Tenant's tenancy.

4. It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal may, in the Owner's sole discretion, be based upon the legal regulated rent set forth in ¶ 1 of this Rider, subject to any lawful adjustments, or such lesser sum as the Owner may elect, such that the owner's willingness and agreement to accept a temporarily reduced rent shall have no effect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code, and that the decision as to whether any temporary concession is granted on any subsequent renewal lease shall rest solely with the Owner.

5. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent by the applicable percentages, increments or adjustments permitted by law.

6. It is understood that, to the extent, if any, that the Owner applies for and is granted rent adjustments during this tenancy, for the purpose of calculating and implementing such adjustments, such calculation and adjustment shall be by reference to the legal regulated rent then in effect.

7. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

8. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. If Tenant does not fulfill the terms of the Lease, including, but not limited to, the timely payment of rent, said Temporary Concession Period shall be deemed null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first recited above.

_____ _____
Tenant Signature Date

_____ _____
Co-Tenant (if any) Signature Date

_____, Owner

By: _____ _____
Date

LICENSE AGREEMENT FOR PARKING SPACE

AGREEMENT, made and entered into this ___ day of _____, 20___, by and between: Denizen X LLC, having an address at 735 Bedford Ave #4, Brooklyn, NY 11205 (hereinafter "Licensor"), and _____ , residing at 123 Melrose Street, Apartment ____, Brooklyn, NY 11206 (hereinafter "Licensee").

WITNESSETH:

1. The Licensor shall provide access to a space in the garage/parking lot (hereinafter "parking lot") at the apartment building located at 123 Melrose Street, Brooklyn, NY 11206, for storage of one passenger automobile, subject to the terms of this License Agreement, for the term starting _____ and ending _____, which is coterminous with the Lease for Licensee's renting of Apartment _____ at _____.

2. The automobile to be parked in the location stated in Paragraph 1 is described as follows:
Make: _____ Color: _____
Model: _____ License Plate No.: _____
Year: _____ State: _____

3. In consideration of the rate reserved herein and of the terms, covenants, and conditions and provisions herein contained, the Licensor grants unto the Licensee the parking privilege as hereinafter provided. The licensee agrees to pay to the Licensor a license fee in the sum of $300, on the 1st day of each and every month in advance, during the aforesaid period. The rate may be increased at such time and in such amount as is pursuant to and in compliance with law.

4. It is expressly understood that this License is granted to the Licensee for the storage of one non-commercial passenger automobile, described in Paragraph 2 above, owned and used by the Licensee. Licensee shall not store in the parking lot any automobile other than the automobile described in Paragraph 2 above.

5. Licensee shall pay Licensor a deposit fee of $75 for the cost of one garage door remote. This deposit will be refunded upon termination of this License upon surrender of the garage door remote. If license agreement is terminated before expiration tenant will be charged a $75 termination fee.

6. Licensee agrees to maintain a current vehicle registration and automobile insurance for the automobile.

7. The Licensee agrees that at all times his automobile shall be parked in such space in the parking lot or adjacent parking lot as Licensor may, from time to time, designate and then only in such a position that said automobile shall not interfere with the free movement of any other automobile in said parking lot.

8. The Licensee agrees to abide by and observe all rules and regulations that Licensor shall make from time to time with respect to the conduct of said parking lot. Notice of such rules and regulations shall be deemed to have been given to the Licensee if Licensor posts a copy of such rules and regulations in any part of said parking lot or at, or near any means of ingress or egress to and from the said parking lot. Licensee understands and agrees that Licensor so long

as Licensor provides a parking space to Licensee, Licensor may modify the manner in which such parking space is provided.

9. The Licensee understands and agrees that the Licensor will not participate in the moving and/or placing of cars in the parking lot and will not furnish or render any parking services whatsoever. No watchman or other representative of the Licensor will be furnished for any purpose. The Licensor is hereby absolved, released and discharged from any and all responsibility or liability by reason of any loss occurring by reason of fire, theft or otherwise in or about the parking lot, or by reason of any personal injuries or property damage resulting in or about the parking lot, by reason of the movement and/or maintaining or storing of cars in the parking lot by the Licensee or by any other person. For the purpose herein expressed, it is distinctly understood and agreed that the Licensor does not reserve unto itself the control or supervision of moving or placing of cars in the parking lot, except for the purpose of repairs to the building and cleaning thereof, or where an unauthorized or illegally parked vehicle is parked in the parking lot.

10. It is expressly understood that Licensor shall not be regarded as, nor shall Licensor have any duties of, a bailee of Licensee's automobile or its contents.

11. The Licensee expressly covenants that he will not keep or store gasoline or any other flammable or explosive substance except the gasoline customarily stored in the gasoline tank of the automobile. The Licensee further covenants that he will not make or permit to be made any repairs to, or other servicing of the automobile in the said parking lot.

12. The Licensor shall not be liable or responsible for any damage to persons or property at any time in said parking lot resulting from any latent defects in the parking lot or in the building of which the parking lot forms a part, or from falling plaster, fire steam, gas, electricity or explosion or from the elements or from heat or cold or from water, rain or snow, issue or flow from any part of said parking lot or from the building in which said parking lot is located or from the pipes, appliances or plumbing works of the same or from street or sub-surface or from any other place, or by dampness or any cause of whatsoever nature. Nor shall Licensor be liable for any damage or injury caused by other Licensee or persons in, or about the said parking lot or the building of which the said parking lot is a part.

13. The Licensor shall have the right to terminate this License predicated upon License's violation of the terms of this Agreement and/or the termination or expiration of License's lease for an apartment in the appurtenant building. If the Licensee fails to remove the automobile, the Licensor may take all steps necessary to remove the automobile at the Licensee's expense and cost.

14. Neither this License nor the privilege to store said automobile in said parking lot is assignable by the Licensee.

15. Neither this agreement nor any part thereof may be waived, changed, modified or discharged, except by an agreement in writing and signed by the party against whom enforcement of waiver, change, modification or discharge is sought.

THIS SPACE INTENTIONALLY LEFT BLANK

16. Licensee shall not assign this License or permit the parking space to be used by any other car, except the Licensee's, without the prior written consent of the Licensor in each instance.

IN WITNESS THEREOF, this agreement has been executed by the parties hereto, the day and year first above written.

BY: _____
Licensor

_____
Licensee

Washer Dryer Lease

This agreement is made between the Landlord and Tenant _____ _____ on _____. Owner has offered Tenant the option of renting the Apartment *without* a washer/dryer or *with* a washer/dryer; the latter, requires Tenant to pay an additional fee. Tenant has voluntarily agreed rent to rent the apartment with a washer/dryer pursuant to the below terms.

- Tenant agrees to lease from Landlord a washer/dryer in the apartment for $75 per month. This is due on the first of the month.
- Tenant will pay the monthly fee together with rent payment.
- This lease will commence on _____ and expire on _____.

_____ _____
Tenant's Signature Date

_____ _____
Landlord's Signature Date

EXHIBIT T

Form of Notice to Local 713

DATE

VIA REGISTERED MAIL WITH RETURN RECEIPT

President
Local 713 I.B.O.T.U. UMD
400 Garden City Plaza,
Garden City, NY 11530

_____ (Sellers or Sellers' agent) by this letter hereby provides at least sixty (60) days' notice of our intent to terminate the Local 713 collective bargaining agreement upon its expiration on October 31, 2021 as required under Article XXXVI of the Local 713 CBA. I am available to answer any questions and discuss at your convenience and can be reached at PHONE.

Sincerely,

Cc:

EXHIBIT U

Escrow Agent Wiring Instructions

NEW YORK CITY COMMERCIAL WIRE INSTRUCTIONS

ABA#:	021000089
SWIFT CODE:	CITIUS33
BANK:	CITIBANK, N.A. 750 WASHINGTON BLVD., 7TH FLR STAMFORD, CT 06901
ACCT#:	4969361182
ACCT NAME:	FIDELITY NATIONAL TITLE INSURANCE COMPANY
FNT CONTACT:	212- 481-5858
FNT TITLE#/REFERENCE:	57600-K / 54 Noll Street & 123 Melrose Street
TITLE OFFICER:	PUPOVIC

PLEASE INCLUDE FNT TITLE #/ REFERENCE

EXHIBIT V

Fresh Declaration

[To be attached]

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this _____ day of _____, 2021, by _____ Evergreen Gardens II LLC ("Declarant"), a New York limited liability company formed and existing under the laws of the State of New York ("the "Declarant").

RECITALS

WHEREAS:

A. The Declarant is the owner of certain real property which is designated as Block 3152, Lot 1 (the "Premises"), on the Tax Map of the City of New York, County of Brooklyn, the Premises being more particularly described in Exhibit A hereto; and

B. The Premises is located on a single zoning lot as that term is defined in the definition of a "zoning lot" in Section 12-10 of the Zoning Resolution; and

C. The Premises is improved with an eight-story residential building with ground floor retail (the "FRESH Building"); and

D. Pursuant to Section 63-30 of the Zoning Resolution, a certification (a "FRESH Certification") by the Chairperson of the City Planning Commission ("the "Chairperson") is required in connection with the use of floor area or cellar space as a "FRESH food store" as that term is defined in Section 63-01 of the Zoning Resolution ("FRESH Use"); and

E. Declarant filed application number N210159ZCK, dated November 9, 2020, with the New York City Department of City Planning ("DCP") for a FRESH Certification to allow for a FRESH food store on the first story of the FRESH Building, (the "FRESH Application"); and

F. Declarant intends to provide for a lease of that certain floor area on the first story of the FRESH Building as shown on the plans listed in Section 2 of this Declaration (the "FRESH Floor Area") to a supermarket operator (the "Tenant"), for use as a supermarket, which will qualify as a "FRESH food store"; and

G. In order to grant the FRESH Certification, the Chairperson must be satisfied that there is compliance with the provisions of Section 63-30 of the Zoning Resolution; and

H. The provisions of Section 63-30(c) require the execution of a Declaration of Restrictions providing for the continuance of FRESH Use; and

I. Declarant represents and warrants that except as set forth in the certification of parties-in-interest by Madison Title Agency, LLC as agent for Old Republic National Title Insurance Company, dated July 22, 2021, annexed hereto as Exhibit B and made a part hereof, has no knowledge of any other party-in-interest, as that term is defined in the definition of a zoning lot in Section 12-10 of the Zoning Resolution, with respect to the Premises; and

J. All parties-in-interest to the Premises have waived their right to execute this Declaration and have subordinated their interests to this Declaration by written instrument annexed hereto as Exhibit B-1 and made a part hereof; and

K. Declarant represents and warrants that there are no restrictions of record on the use of the Premises nor any existing or future estate or interest in the Premises, nor any lien, covenant, easement, limitation or encumbrance of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration,

NOW, THEREFORE, Declarant declares and agrees that the Premises shall be held, sold, transferred, conveyed and occupied subject to the following restrictions, covenants, obligations, easements and agreements:

AGREEMENT

1. USE OF FRESH FLOOR AREA. In order to comply with the requirements of Section 63-30(c) of the Zoning Resolution, Declarant covenants and agrees that:

(a) Continuous Use of FRESH Floor Area for FRESH Use

Except as provided herein, Declarant shall continually lease or operate the FRESH Floor Area for FRESH Use.

(b) Commencement of FRESH Use

(i) Tenant's possession, pursuant to a signed lease, of the FRESH Floor Area for FRESH Use shall commence within ninety (90) days following the issuance of the first temporary certificate of occupancy by the New York City Department of Buildings for the FRESH Floor Area to be used for FRESH Use (the "First TCO").

(ii) If Tenant's possession, pursuant to a signed lease, of the FRESH Floor Area for FRESH Use has failed to commence by the sixtieth (60) day following the issuance of the First TCO, despite Declarant's good faith efforts to lease the FRESH Floor Area at commercially reasonable terms, Declarant may apply for an extension of the 90 day deadline for commencement of FRESH Use, which application shall be made in writing to the Chairperson (the "Extension Request").

(iii) The Extension Request shall include documentation of Declarant's good faith efforts, which shall include, but not be limited to, advertising in publications targeted at food wholesalers or grocery store operators and contacting trade organizations whose members are food wholesalers or grocery store operators. In addition, an affidavit, in a form satisfactory to DCP Counsel shall be provided, attesting to the fact that Declarant has made such efforts to publicize the availability of the FRESH Floor Area for FRESH Use at commercially reasonable terms, which shall be disclosed.

(iv) The Extension Request shall be submitted to the Chairperson no later than seventy (70) days following the issuance of the First TCO. The Chairperson may, within twenty (20) days of receipt of the Extension Request, either (a) grant Declarant the Extension Request for a period of forty-five (45) days (the "Extension Term") or (b) deny the Extension Request.

(v) Following the end of the Extension Term, if one has been granted, or if no Extension Term has been granted, Declarant shall lease or operate the FRESH Floor Area for FRESH Use. However, if an Extension Term has been granted, the Chairperson may

further extend the Extension Term if, in the Chairperson's discretion, a further extension is warranted. In making this determination, the Chairperson may ask for further evidence from Declarant that good faith efforts have been undertaken during the Extension Term.

(c) Discontinuance of FRESH Use

The requirements of Section (1)(a) above shall not apply (A) during any six (6) month period (1) from the date the FRESH Floor Area has been vacated by Tenant or any successor supermarket operator, provided that (x) Declarant notifies the DCP of such vacancy within ten (10) calendar days of such vacancy and in accordance with Section 14 of this Declaration, and (y) Declarant makes good faith efforts upon each occurrence of a vacancy in the FRESH Floor Area to lease the FRESH Floor Area to a supermarket operator for continued FRESH Use at commercially reasonable rates or (2) following a Force Majeure Event (as defined in Section 8 of this Declaration and subject to the reasonable determination of the existence of such an event by the Chairperson) or (B) following a change in permitted use of the FRESH Floor Area pursuant to Section 5(b) below.

2. **DEVELOPMENT OF FRESH FLOOR AREA.** Declarant covenants and agrees that the FRESH Floor Area and the 13,896 square feet of increased floor area generated thereby shall be developed on the Premises in substantial conformity with the following plans, prepared by ODA, annexed hereto as Exhibit C and made a part hereof (the "FRESH Plans"). Minor changes in store layout consistent with the definition of a FRESH food store shall not warrant a further Certification.

Number	Title	Last Date Revised
FFA-001	D.C.P. FRESH FOOD APPLICATION COVER	7/22/2021
FFA-010	SITE PLAN	7/22/2021
FFA-100	1st (GROUND) FLOOR PLAN	7/22/2021
FFA-101	8th FLOOR PLAN	7/22/2021
FFA-202	TRANSPARENCY REQUIREMENT & SIGNAGE	7/22/2021

3. **EFFECTIVE DATE; RECORDATION.** This Declaration and the provisions hereof shall become effective immediately upon the date the FRESH Certification is granted by

the Chairperson. Immediately prior thereto an executed original of this Declaration shall be delivered for filing and recording in the Office of the Register of the City of New York, New York County (the "Register's Office"), indexing it against the Premises and, following recordation, true copies of this Declaration, as recorded, shall be delivered to the office of DCP counsel. Receipt of proof of recordation of this Declaration, in a form acceptable to DCP counsel, shall be a precondition to the issuance of any building permit, including any foundation or alteration permit, for any building or enlargement pursuant to Article 6, Chapter 3 of the Zoning Resolution. If Declarant fails to so record this Declaration, the City may record it and Declarant shall immediately pay the costs of such recordation to the City, together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

4. **BINDING EFFECT.** The rights and obligations of Declarant under this Declaration, including to continually lease or operate the FRESH Floor Area for FRESH Use, shall be considered covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns of Declarant. However, the obligation to continually lease or operate the FRESH Floor Area for FRESH Use shall be binding only upon successors and assigns of Declarant's interest in the FRESH Floor Area, and as of the date a party no longer holds such interest in the FRESH Floor Area, it shall have no further obligation under this Declaration, except as to any liability which shall have accrued during the time the party had an interest in or obligation with respect to the FRESH Floor Area. References in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to the jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

5. **AMENDMENT; MODIFICATION; CANCELLATION.**

(a) This Declaration may be amended, modified or cancelled only with the consent and approval of the Chairperson.

(b) Certification for Change of Use of a Fresh Food Store

(i) Declarant may apply to change the FRESH Floor Area to any use permitted by the underlying zoning district applicable to the Premises upon the

ministerial, non-discretionary certification by the Chairperson (the "Change of Use Certification") that such change of use would not create a new non-compliance, increase the degree of non-compliance of buildings on the zoning lot, or result in a reduction in the number of required accessory off-street parking spaces under the applicable district regulations.

(ii) If a Change of Use Certification is granted, a Notice of Cancellation of this Declaration, in a form acceptable to DCP and all mortgagees of record, shall be delivered for filing and recording in the City Register's Office, indexing it against the Premises and, following recordation, true copies of such Notice of Cancellation, as recorded, shall be delivered to the Chairperson, any Party-in-Interest other than Declarant and all mortgagees, in accordance with Section 12 of this Declaration.

(iii) The Change of Use Certification shall be issued by the Chairperson in a timely manner after the date of submission of a complete application by Declarant to the City Planning Commission (the "Commission").

(c) Authorization for Bulk and Parking Modifications

(i) Pursuant to Section 63-50 of the Zoning Resolution, Declarant may apply to the Commission for an authorization to permit modifications to the bulk and accessory off-street parking requirements of the zoning district applicable to the zoning lot when a change of use of the FRESH Floor Area from Fresh Use would create a new non-compliance, increase the degree of non-compliance of buildings on the zoning lot, or result in a reduction in the number of required accessory off-street parking spaces under the district regulations applicable to the zoning lot, provided that such use is permitted by the district regulations applicable to the zoning lot (an "Authorization"). In order for such Authorization to be granted, the Commission must determine that Declarant's application meets the findings of Section 63-50(a) – 63-50(e) of the Zoning Resolution.

(ii) If an Authorization is granted, a Notice of Cancellation of this Declaration, in a form acceptable to DCP counsel, shall be delivered for filing and recording in the City Register's Office, indexing it against the Premises and, following recordation, true copies of such Notice of Cancellation, as recorded, shall be delivered to the Commission, any

Party-in-Interest other than Declarant and all mortgagees, in accordance with Section 12 of this Declaration.

6. **COMPLIANCE.**

(a) No later than June 30th, beginning in the first calendar year following the calendar year in which the FRESH Certification was made, and at three year intervals thereafter, Declarant shall provide the Chairperson with an affidavit, in a form acceptable to DCP, regarding compliance with the requirements of this Declaration and Article 6, Chapter 3 of the Zoning Resolution, as of a date of inspection which shall be no earlier than June 1st of the year in which the affidavit is filed. Such affidavit shall include, without limitation:

(i) a copy of the FRESH Certification letter;

(ii) a statement that the FRESH Floor Area continues to be operated for Fresh Use in accordance with this Declaration; and

(iii) photographs documenting the condition of the FRESH Floor Area at the time of inspection, sufficient to clearly show all floor area operated for Fresh Use.

7. **ENFORCEMENT; REMEDIES.** Declarant acknowledges that the restrictions, covenants, obligations, easements and agreements of this Declaration will protect the value and desirability of the Premises, as well as benefit the City and all property owners within a one-half mile radius of the Premises. Declarant consents to enforcement solely by the City, administratively, at law or at equity, of the restrictions, covenants, obligations, easements and agreements contained herein, and nothing contained herein shall be deemed to vest any rights in a third party. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof, may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Declaration.

8. **FORCE MAJEURE.** A "Force Majeure Event" shall mean occurrences beyond the reasonable control of Declarant which delay the performance of Declarant's obligations hereunder, provided that Declarant has taken all reasonable steps reasonably necessary to control

or to minimize such delay, and which occurrences shall include, but not be limited to: (i) a strike, lockout or labor dispute; (ii) the inability to obtain labor or materials or reasonable substitutes therefor; (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any governmental authority; (v) undue material delay in the issuance of approvals by any governmental authority, provided that such delay is not caused by any act or omission of s; (vi) enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) fire or other casualty; (viii) a taking of the whole or any portion of the Premises by condemnation or eminent domain; (ix) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; or (x) orders of any court of competent jurisdiction, including, without limitation, any litigation which challenges the FRESH Applications or results in an injunction or restraining order prohibiting or otherwise delaying the construction or occupancy of any portion of the Premises. Declarant shall notify the Chairperson of a Force Majeure Event promptly following the occurrence of the same and, in any event not later than thirty (30) days following Declarant's knowledge of the occurrence thereof.

9. INCORPORATION. All exhibits referred to in this Declaration are hereby incorporated herein and made an integral part of this Declaration.

10. GOVERNING LAW. This Declaration shall be governed by and construed in accordance with the law of the State of New York.

11. SEVERABILITY. In the event that any provision of this Declaration shall be determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be of full force and effect.

12. NOTICE. All notices, demands, requests, consents, approvals, and other communications (each, a "Notice") which may be or are permitted, desirable, or required to be given under this Declaration shall be in writing and shall be sent or delivered as follows:

(a) if to Declarant:

Yoel Goldman
199 Lee Avenue #693
Brooklyn, NY 11211

with a copy to:

Ellen Hay
Herrick, Feinstein LLP
2 Park Avenue, 14th Floor
New York, NY 10016

(b) if to the Chairperson or the Commission:

New York City Planning Commission
120 Broadway, 31st Floor
New York, New York 10271
Attention: Chairperson

with a copy to:

the General Counsel of CPC at the same address.

(c) if to a Party in Interest other than Declarant:

at the address provided in writing to the Commission in accordance with this Section 12

(d) if to a Mortgagee:

at the address provided in writing to the Commission in accordance with this Section 12

Declarant, the Commission, any Party in Interest, and any Mortgagee may, by notice provided in accordance with this Section 12, change any name or address for purposes of this Declaration. In order to be deemed effective, any Notice shall be sent or delivered in at least one of the following manners: (i) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall he deemed delivered for all purposes hereunder five days after being actually mailed; (ii) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (iii) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from the Commission to Declarant shall also be sent to every Mortgagee of whom the Commission has notice, and no Notice shall be deemed properly given to Declarant without such notice to such Mortgagee(s). In the event that there is more than one Declarant at any time, any

Notice from the Commission shall be provided to all Declarant of whom the Commission has notice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

Declarant

By: EVERGREEN GARDENS II LLC

Name: _____

Title: _____

ACKNOWLEDGMENTS

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

On the _____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Notary Public

EXHIBIT A

Metes and Bounds Description of the Premises

Brooklyn Block 3152, Lot 1

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

BEGINNING at a point on the easterly side of Stanwix Street, distant 267.81 feet northwesterly, as measured along the easterly side of Stanwix Street, from the corner formed by the intersection of the easterly side of Stanwix Street, with the northwesterly side of Melrose Street;

RUNNING THENCE northeasterly along a line forming an angle of 90 degrees 00 minutes 09 seconds with the easterly side of Stanwix Street, a distance of 349.99 feet to the westerly side of Evergreen Avenue;

THENCE northwesterly along the westerly side of Evergreen Avenue, 200.95 feet;

THENCE southwesterly along a line forming an angle of 88 degrees 43 minutes 56 seconds with the last mentioned course, a distance of 350.08 feet to the easterly side of Stanwix Street;

THENCE southeasterly along the easterly side of Stanwix Street, 193.22 feet to the point or place of BEGINNING.

EXHIBIT B

Title Company Certification of Parties In Interest

N.B. # _____
Or
ALT # _____

EXHIBIT II

Old Republic National Title Insurance Company

CERTIFICATION PURSUANT TO ZONING LOT SUBDIVISION (D) OF SECTION 12-10 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961 OF THE CITY OF NEW YORK – AS AMENDED EFFECTIVE AUGUST 18, 1977.

Old Republic National Title Insurance Company, a title insurance company licensed to do business in the State of New York and having an office at 400 Post Avenue, Suite 310, Westbury, NY 11590, hereby certifies that as to the land hereinafter described being a tract of land, either un-subdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Section 12-10, Subdivision (D) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME	ADDRESS	NATURE OF INTEREST
Evergreen Gardens I LLC	199 Lee Avenue, Suite 693 Brooklyn, NY 11211	Fee Owner, as to Lot 48
JPMorgan Chase Bank, National Association	383 Madison Avenue New York, NY 10179	Mortgage Holder, as to Lot 48
Evergreen Gardens II LLC	199 Lee Avenue, Suite 693 Brooklyn, NY 11211	Fee Owner, as to Lot 1
Mishmeret Trust Company, Ltd., as Trustee for the Holders of Debentures (Series E)	C/O Jeffrey Zwick & Associates, P.C. 266 Broadway, Suite 403 Brooklyn, NY 11211	Mortgage Holder, as to Lot 1
Melrose Noll Brooklyn LLC	301 Mill Road, Suite U5 Hewlett, NY 11557	Contract Vendee as to Lots 48 and 1

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Lots 48 and 1 Block 3152 as shown on the Tax Map of the City of New York, Kings County, and more particularly described as follows:

Lot(s) 48

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

BEGINNING at the corner formed by the intersection of the northeasterly side of Stanwix Street, with the northwesterly side of Melrose Street;

RUNNING THENCE northwesterly along the northeasterly side of Stanwix Street, 187.27 feet to an angle point;

THENCE continuing northwesterly along the northeasterly side of Stanwix Street, a distance of 80.54 feet;

THENCE northwesterly along a line forming an angle of 90 degrees 00 minutes 09 seconds with the northeasterly side of Stanwix Street, a distance of 349.99 feet to the southwesterly side of Evergreen Avenue;

THENCE southeasterly along the southwesterly side of Evergreen Avenue, 80.94 feet to an angle point;

THENCE continuing easterly along the southerly side of Evergreen Avenue, 125.73 feet to the corner formed by the southerly side of Evergreen Avenue, with the northwesterly side of Melrose Street;

THENCE southwesterly along the northwesterly side of Melrose Street, 446.92 feet to the corner formed by the intersection of the northeasterly side of Stanwix Street, with the northwesterly side of Melrose Street, the point or place of BEGINNING.

Lot(s) 1

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

BEGINNING at a point on the easterly side of Stanwix Street, distant 267.81 feet northwesterly, as measured along the easterly side of Stanwix Street, from the corner formed by the intersection of the easterly side of Stanwix Street, with the northwesterly side of Melrose Street;

RUNNING THENCE northeasterly along a line forming an angle of 90 degrees 00 minutes 09 seconds with the easterly side of Stanwix Street, a distance of 349.99 feet to the westerly side of Evergreen Avenue;

THENCE northwesterly along the westerly side of Evergreen Avenue, 200.95 feet;

THENCE southwesterly along a line forming an angle of 88 degrees 43 minutes 56 seconds with the last mentioned course, a distance of 350.08 feet to the easterly side of Stanwix Street;

THENCE southeasterly along the easterly side of Stanwix Street, 193.22 feet to the point or place of BEGINNING.

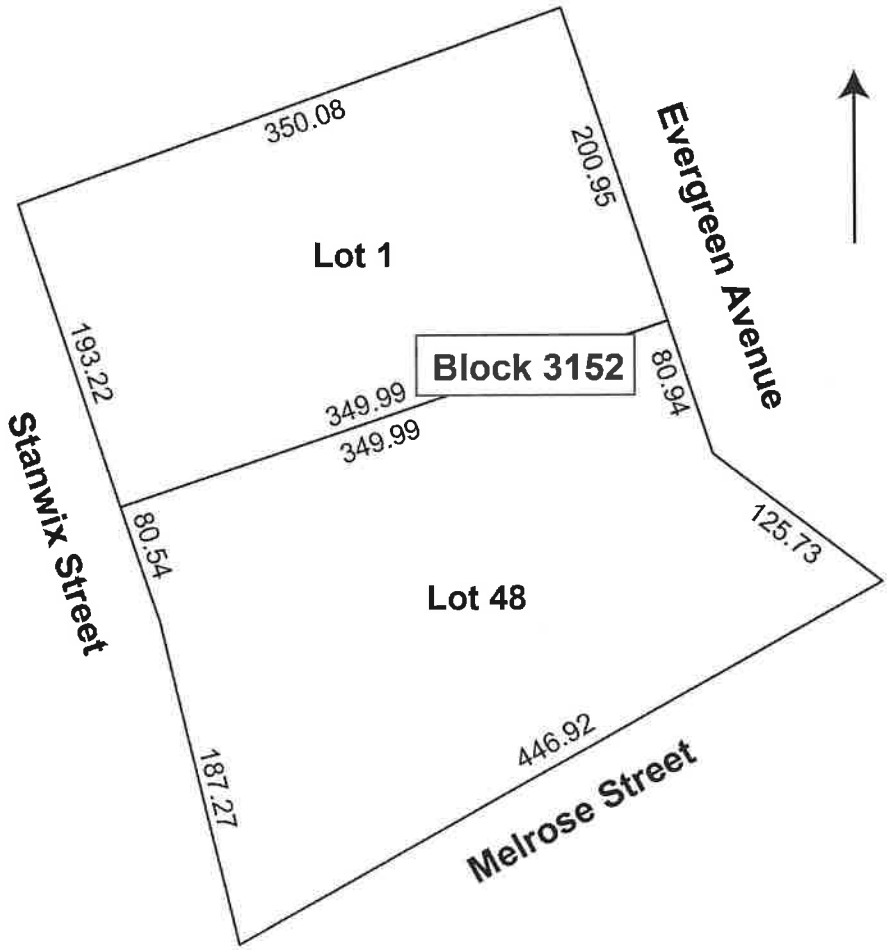
That the said premises are known as and by the street addresses of:
Address: 123 Melrose Street, Brooklyn, NY 11206 (Block 3152, Lot(s) 48), as shown on the following diagram

Address: 54 Noll Street a/k/a 28 Stanwix Street, Brooklyn, NY 11206 (Block 3152, Lot(s) 1), as shown on the following diagram

1. Show Distance from corner)

2. Show Block and Lot Numbers)
and dimensions of each lot)
The north point of the diagram must agree with the arrow.

SEE ATTACHED DIAGRAM



NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the Zoning Lot Resolution.

THIS CERTIFICATE IS MADE AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

DATED:

BY: Old Republic National Title Insurance Company

BY: _____
James H. Lee Esq., Counsel
Madison Title Agency, LLC, agent for
Old Republic National Title Insurance Company

STATE OF NEW YORK) : SS.:

COUNTY OF _____)

On _____ 20__ , before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the _____, State of New York

_____
Notary Public

EXHIBIT B-1

Waiver and Subordination

EXHIBIT C

FRESH Plans

(1,1) -1- 21_0722-FFA.pdf 7/28/2021 3:44:07 PM

Exhibit C, FAA-001, page 1 of 15

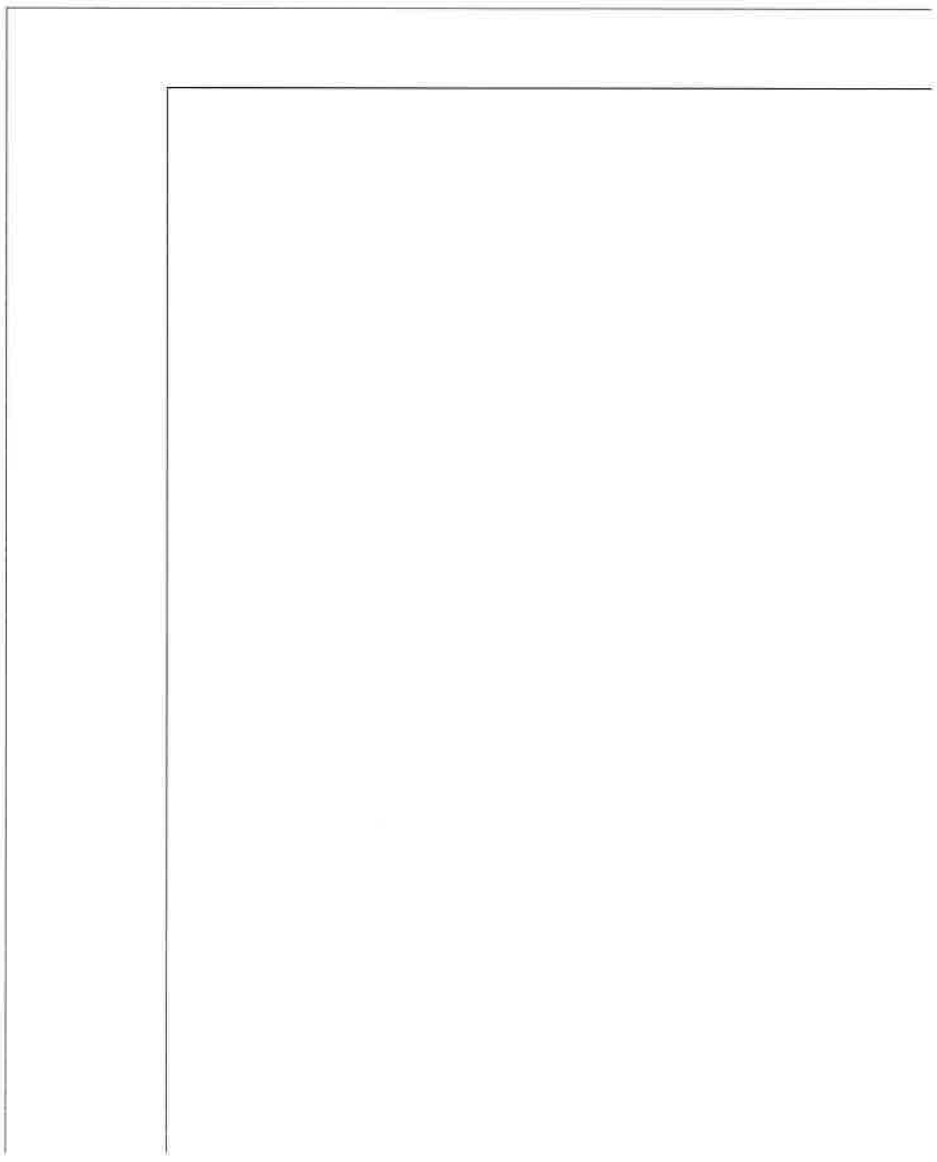


Exhibit C, FAA-001, page 2 of 15

FRESH

Exhibit C, FAA-001, page 3 of 15

H FOOD STORE CERTIFI

Exhibit C, FAA-001, page 4 of 15

FICATION

Exhibit C, FAA-001, page 5 of 15

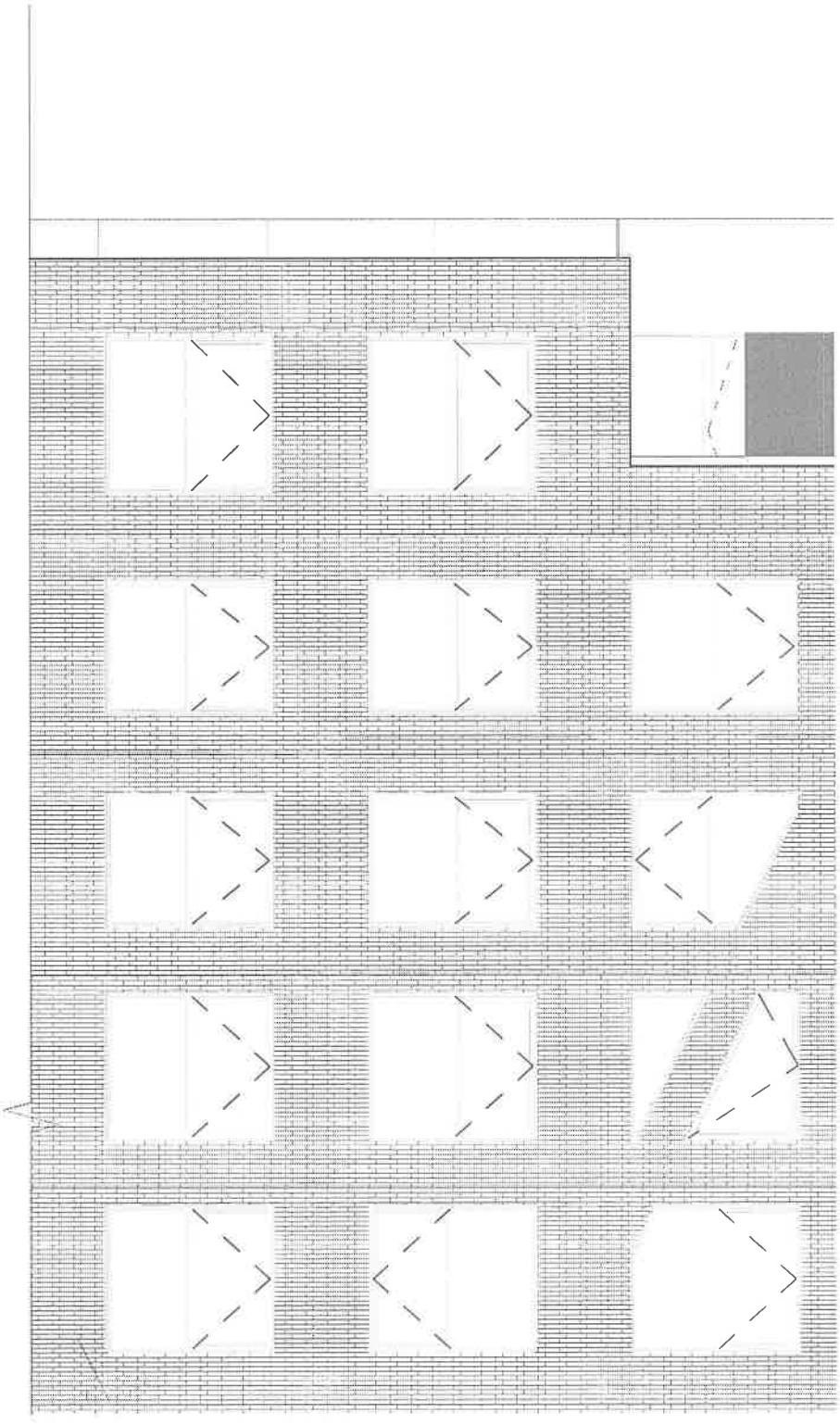
250 Park Avenue South, Third Floor
New York, New York 10003
646-478-7455

REVISION DATE	ISSUE
05.27.2021	Fresh Food Filing
07.22.2021	Fresh Food Filing

Exhibit C, FAA-001, page 6 of 15

Exhibit C, FAA-001, page 7 of 15

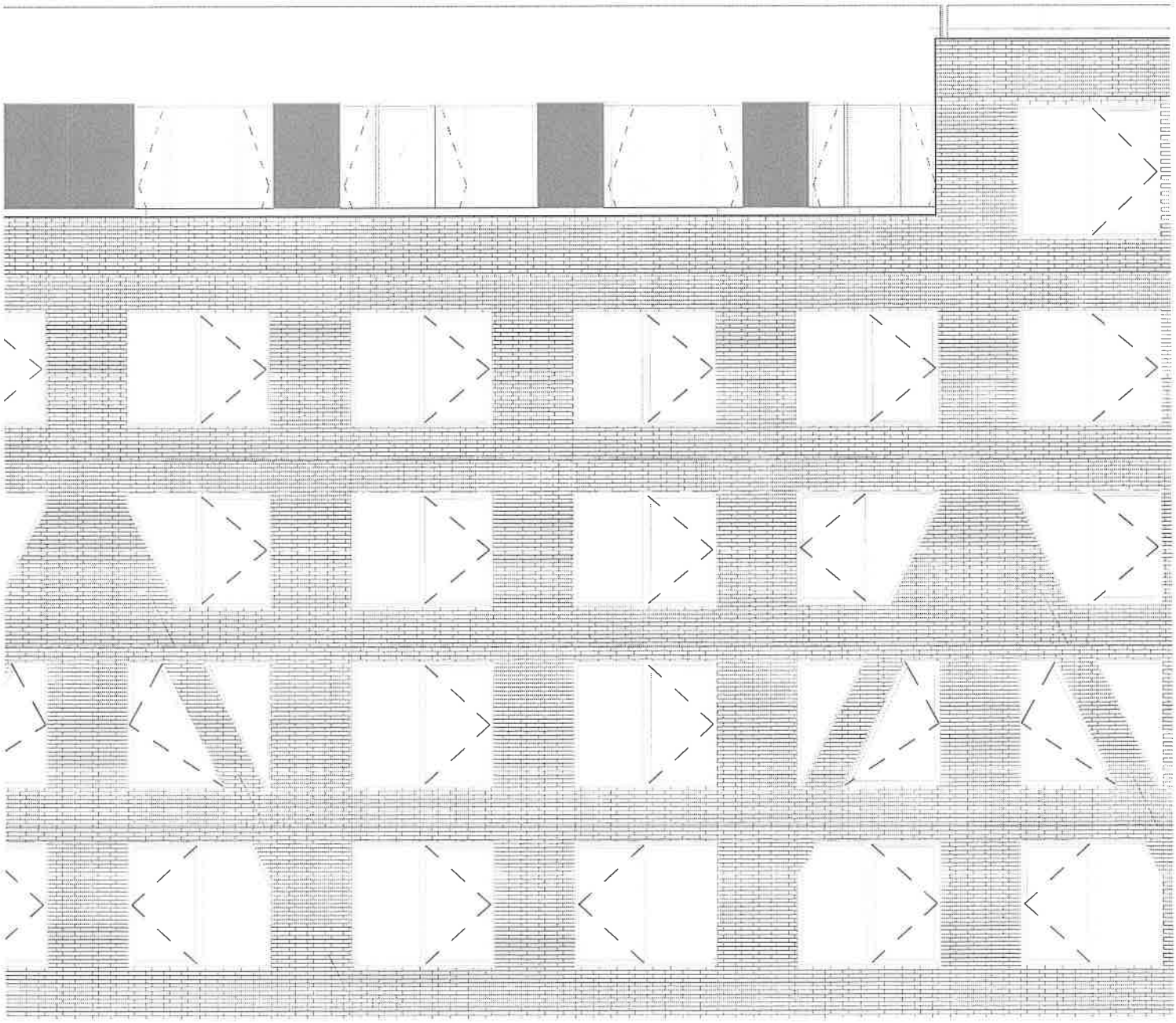
FRESH



H FOOD STORE CERTIFI

54 NOLL STREET

54 NOLL STREET, BROOKLYN, 11206



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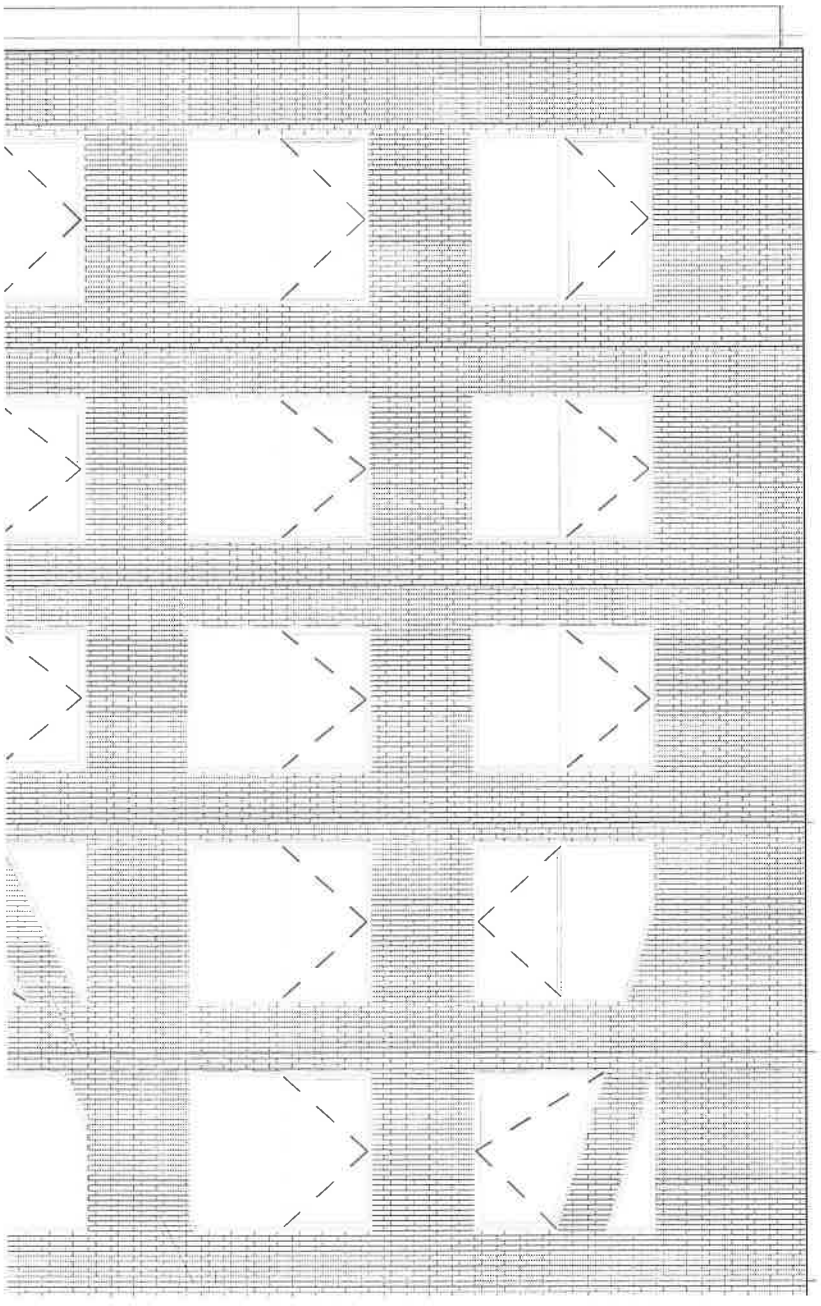
FICATION



DRAWING I	
DRAWING NO.	SHEE
FFA-001	D.C.P. FRESH I
FFA-010	SITE PLAN
FFA-100	1ST (GROUND)
FFA-101	8TH FLOOR PL
FFA-202	TRANSPAREN

(5,2) -1- 21_0722-FFA.pdf 7/28/2021 3:44:07 PM

'ING LIST

SHEET TITLE
FRESH FOOD APPLICATION COVER
LAN
ROUND) FLOOR PLAN
OOR PLAN
PARENCY REQUIREMENT & SIGNAGE

CONSULTANTS

CLIENT:
ALL YEAR MANAGEMENT
277 CLASSON AVENUE BROOKLYN, NY 11238
(718)-623-9430

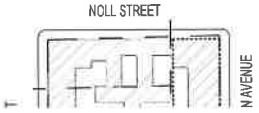
STRUCTURAL ENGINEER:
MCNAMARA/SALVA
64 WEST 45TH STREET, NEW YORK, NY 10036
(212)-246-9800

MEP ENGINEER:
MGE ENGINEERING D.P.C.
116 WEST 32ND STREET, NEW YORK NY 10001
(212)-643-9055

KEY PLAN

Project Address

54 NOLL STREET
BROOKLYN, NEW YORK 11206
BLOCK: 3152
LOT: 1 & 48
ZONING MAP: 13B



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NORTH

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Exhibit C, FAA-001, page 11 of 15

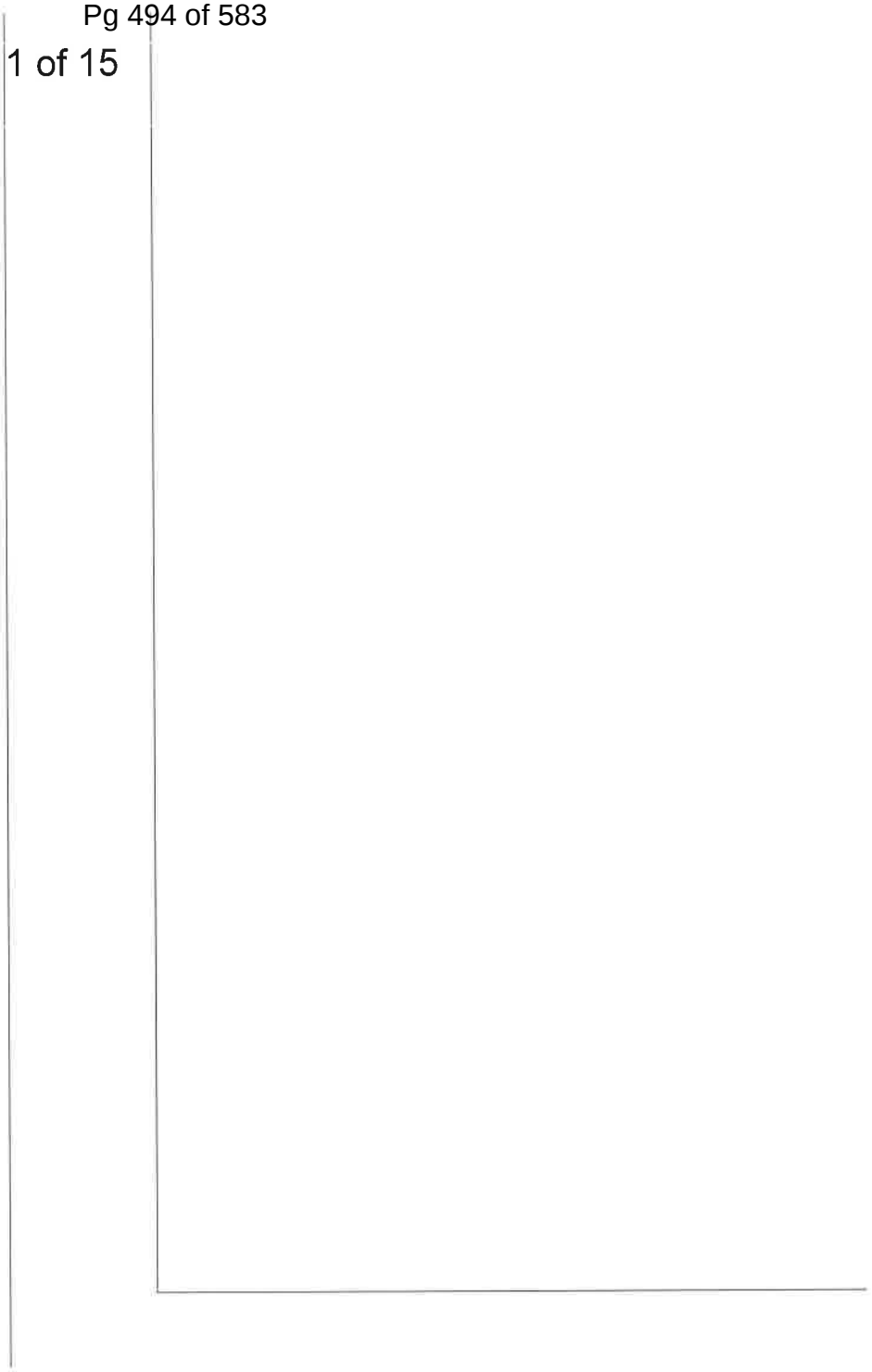

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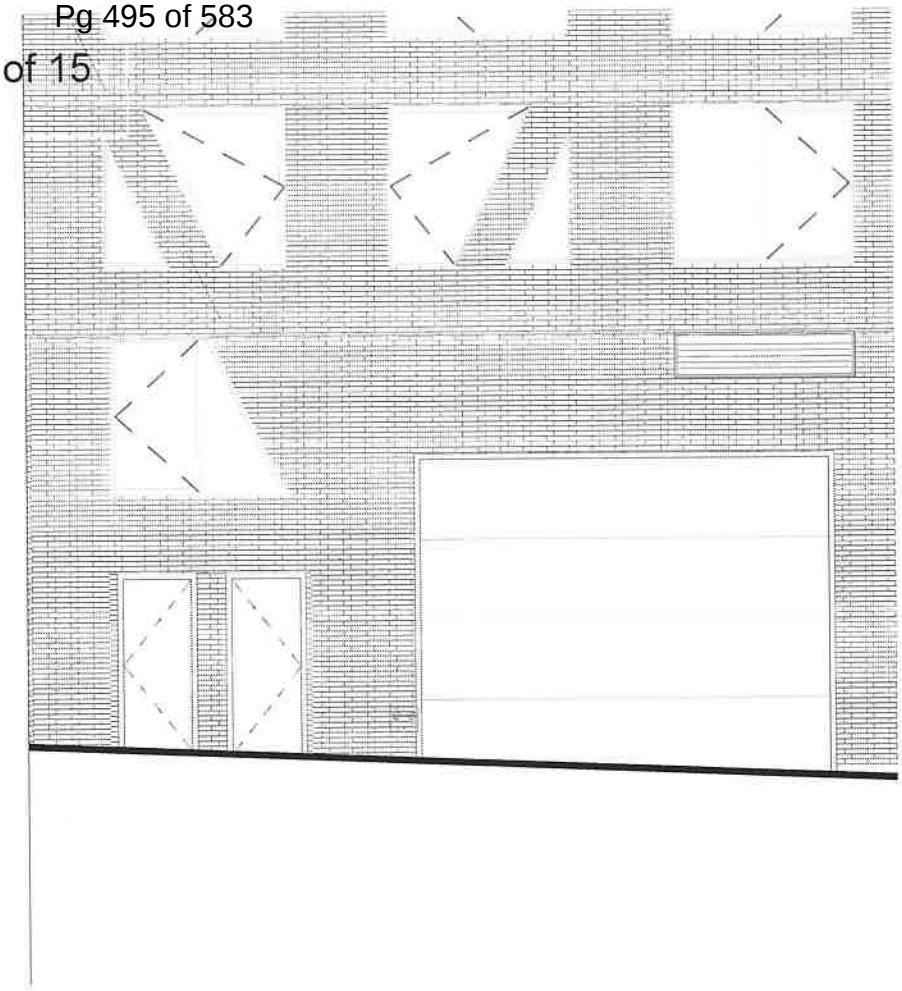
Exhibit C, FAA-001, page 12 of 15



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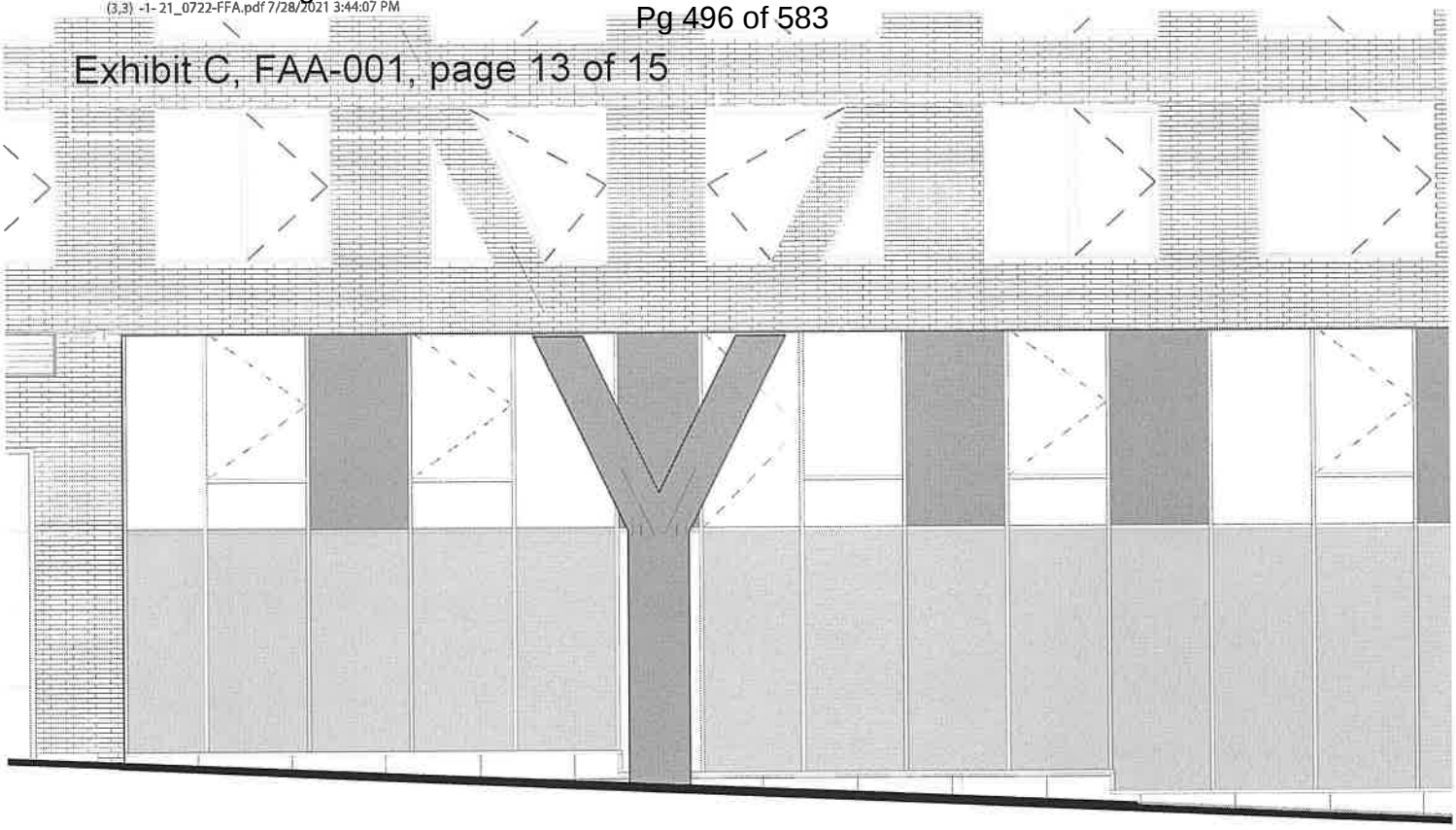

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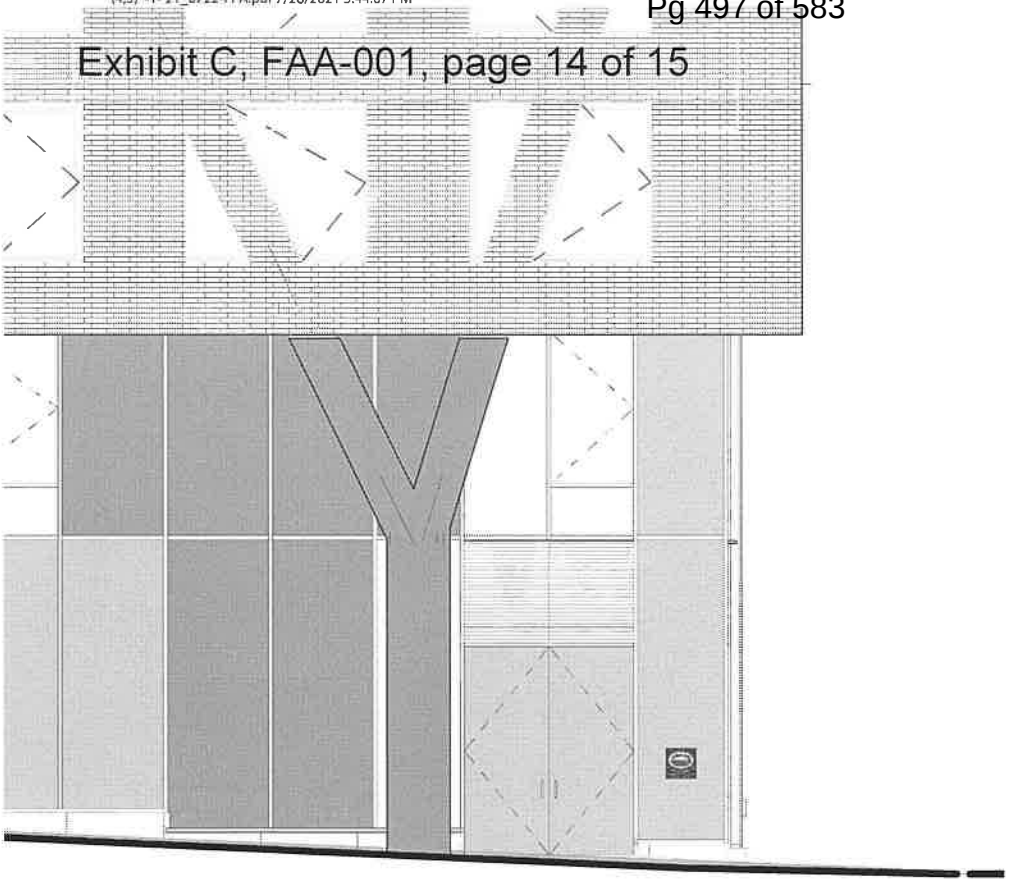

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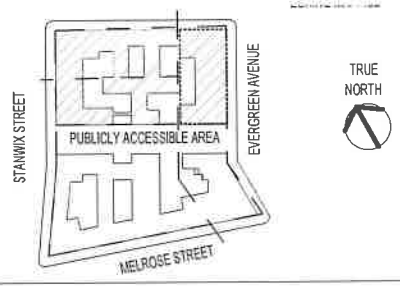

54 NOLL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET
NEW MIXED DEVELOPMENT

SEAL

SCALE: N/A

DWG DATE: 11/14/2019

DRAWING NAME:

D.C.P. FRESH FOOD APPLICATION COVER

DRAWING NO.:

FFA-001

PAGE: 1 OF: 5

PROJECT NO.: 1588.02

Exhibit C, FAA-010, page 1 of 15

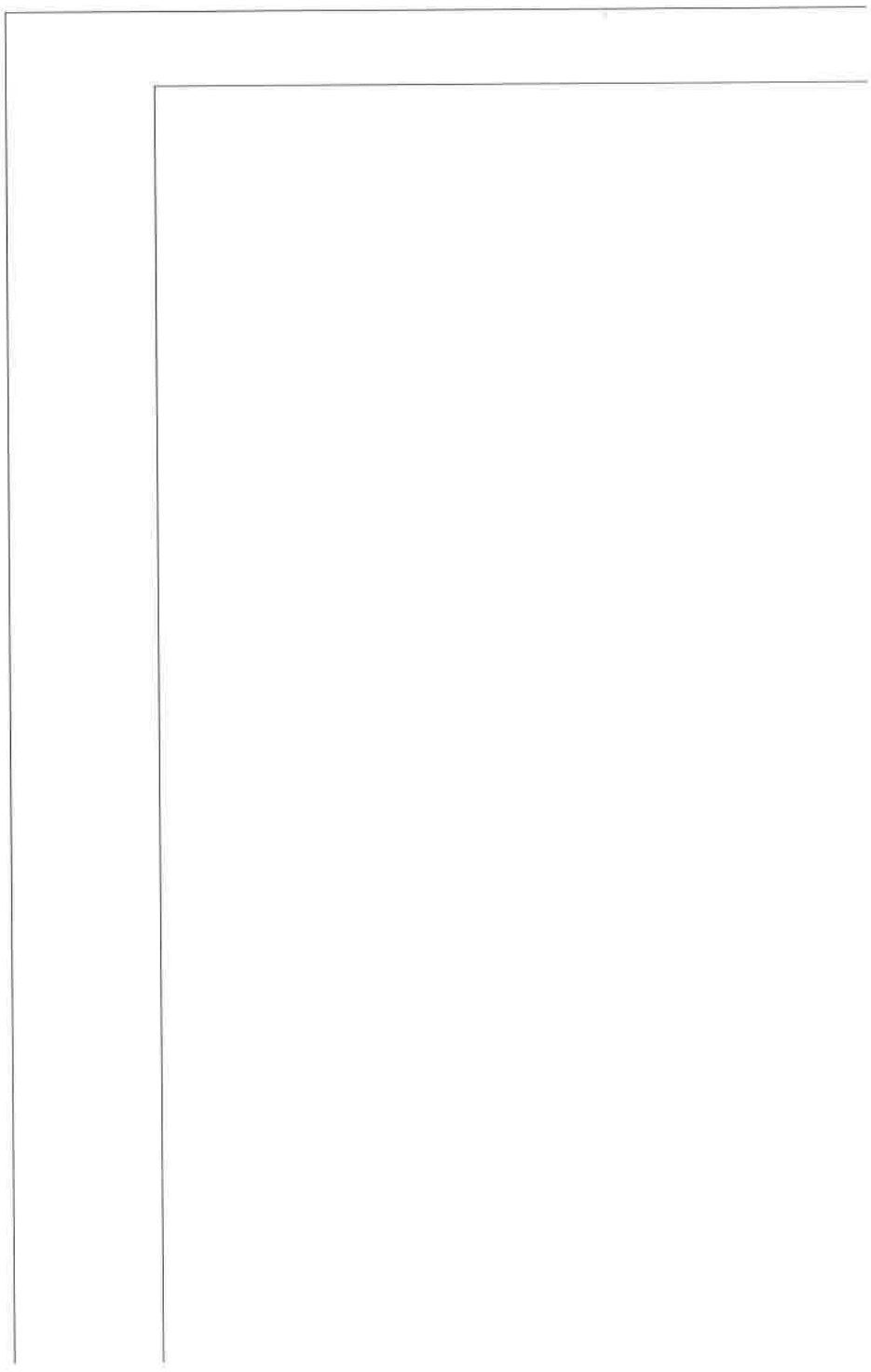

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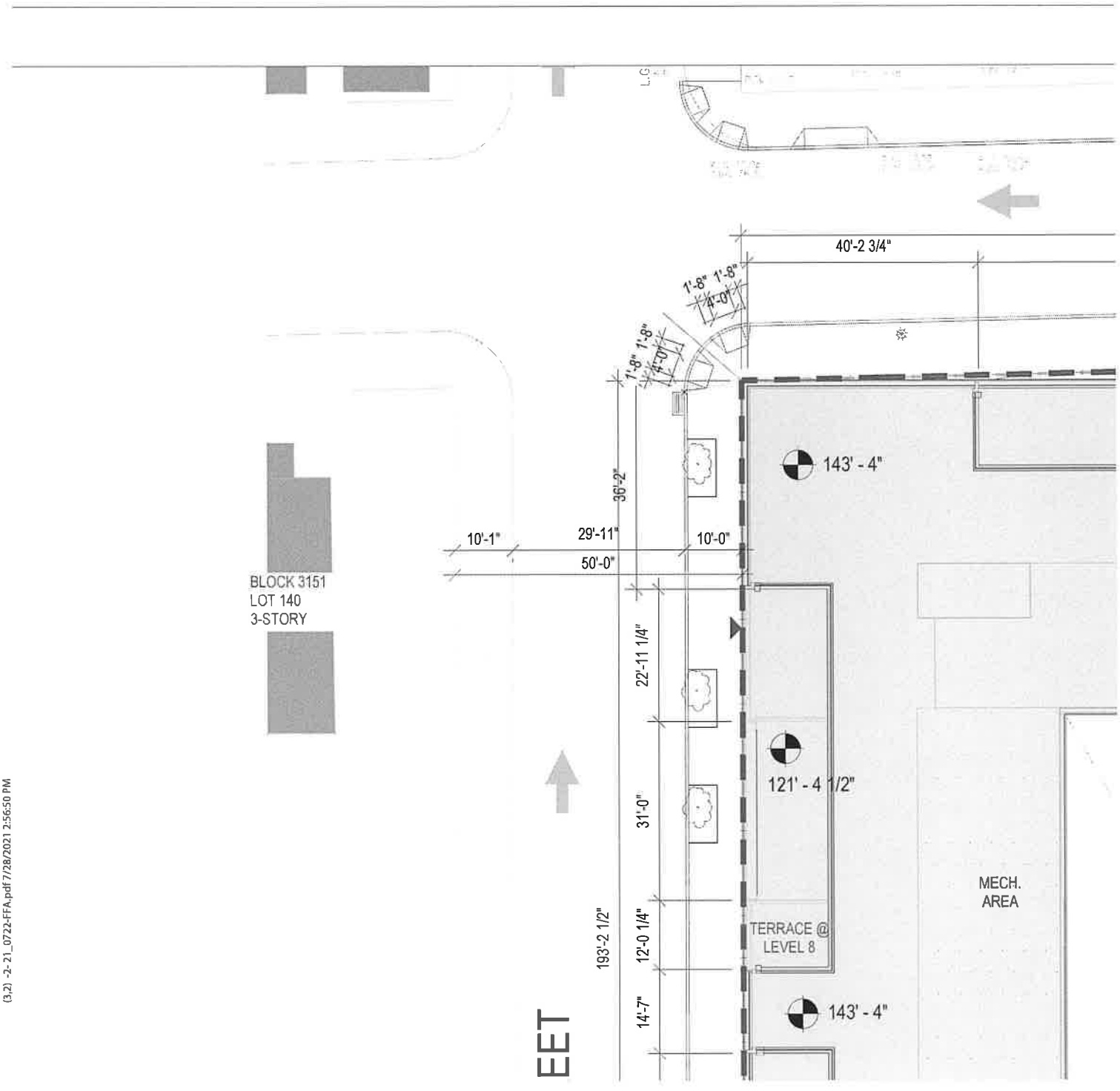
Exhibit C, FAA-010, page 2 of 15



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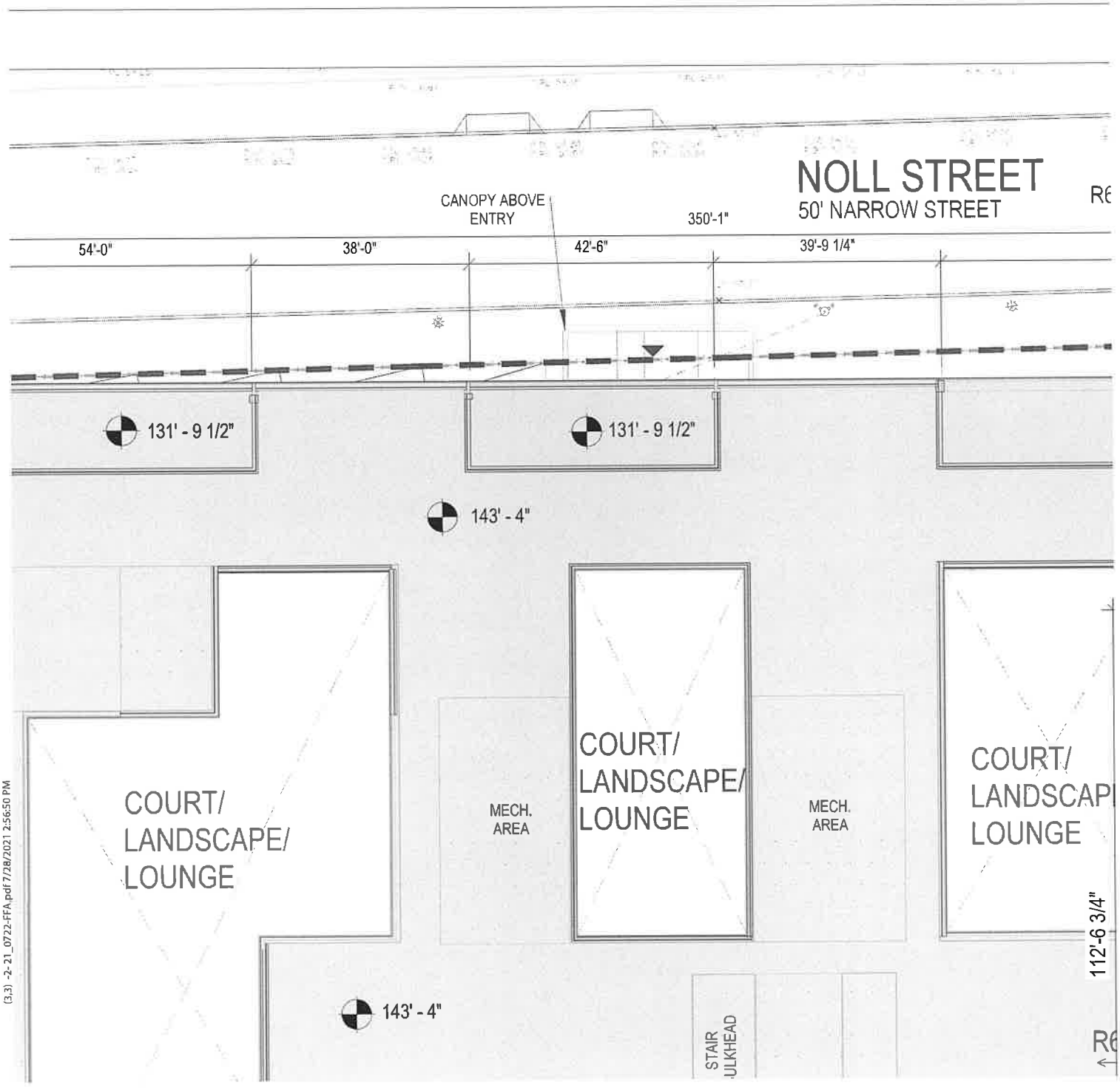

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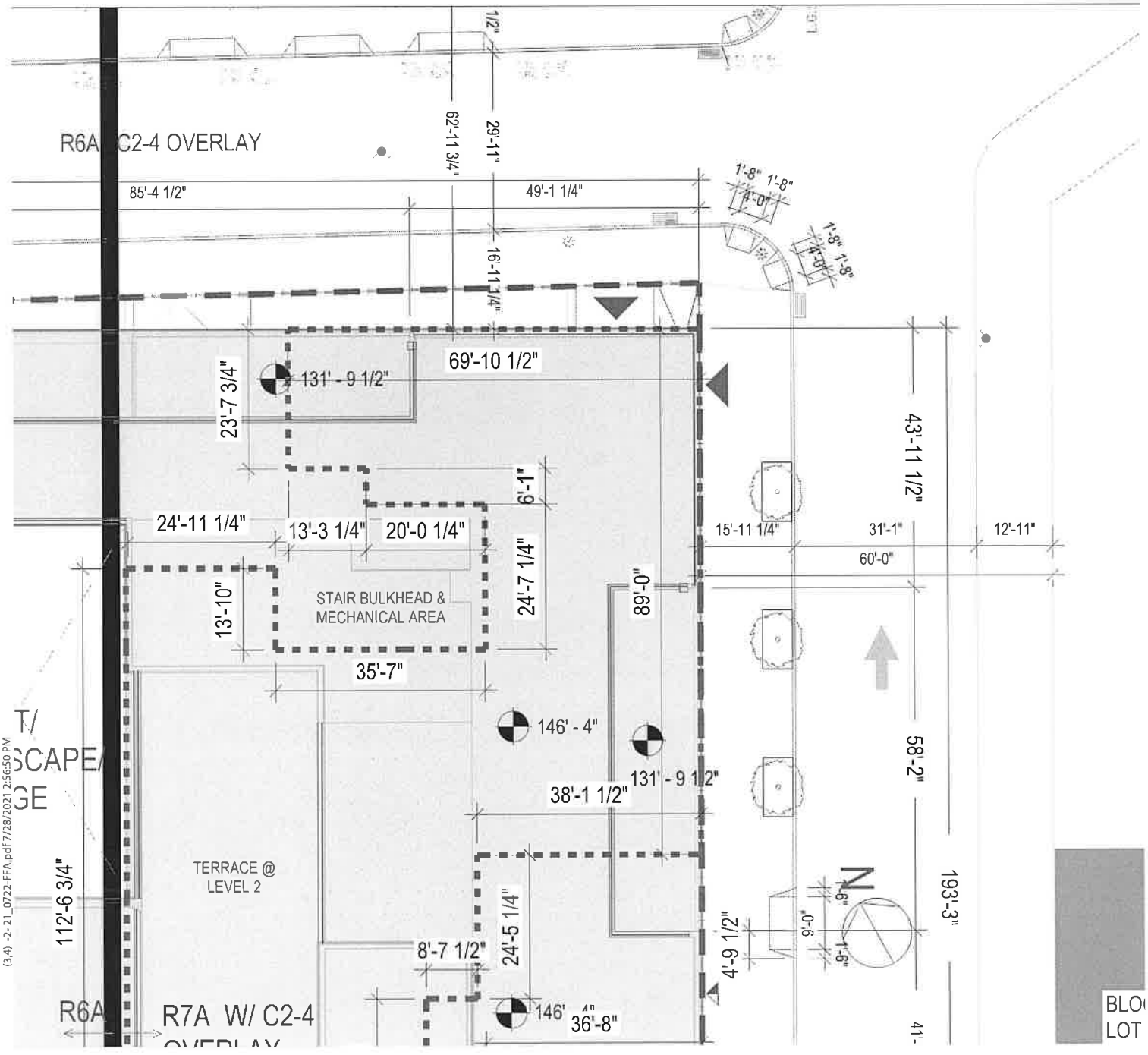

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Exhibit C, FAA-010, page 5 of 15

250 Park Avenue South, Third Floor
New York, New York 10003
646-478-7455

REVISION DATE	ISSUE
05.27.2021	Fresh Food Filing
07.22.2021	Fresh Food Filing

BLOCK 3153
LOT 1 1-STORY

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CONSULTANTS

CLIENT:

Exhibit C, FAA-010, page 6 of 15

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Exhibit C, FAA-010, page 7 of 15

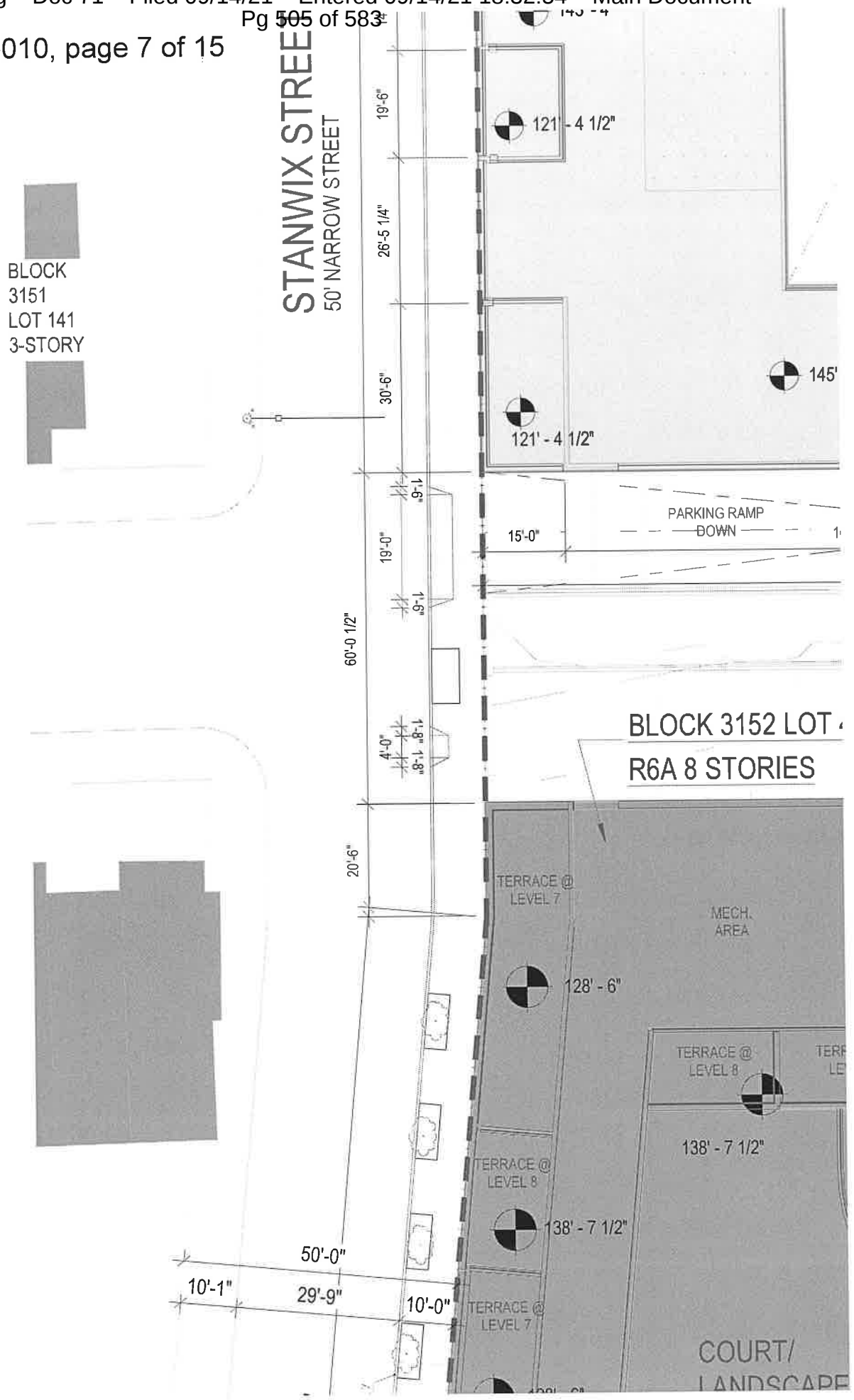

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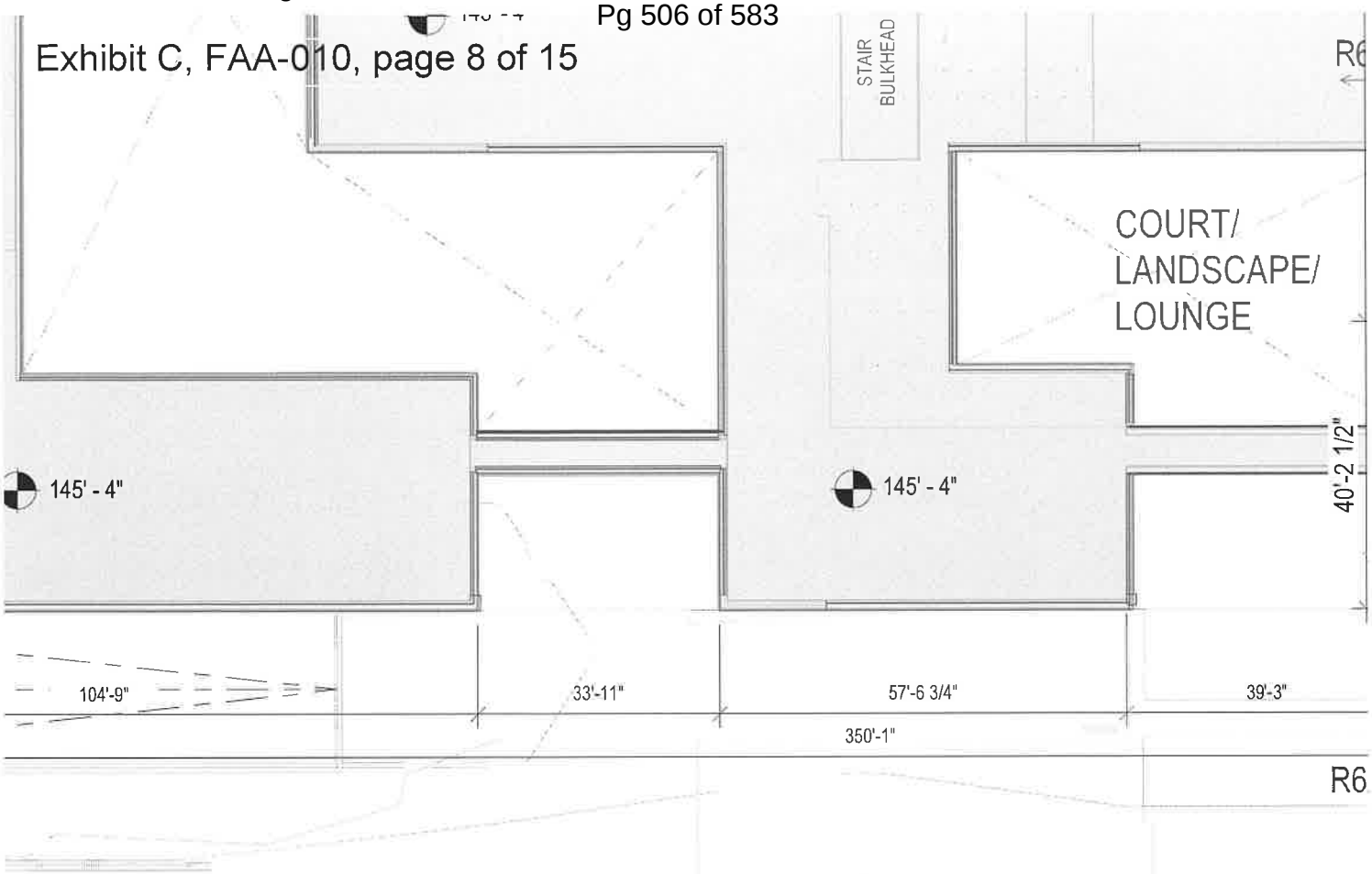
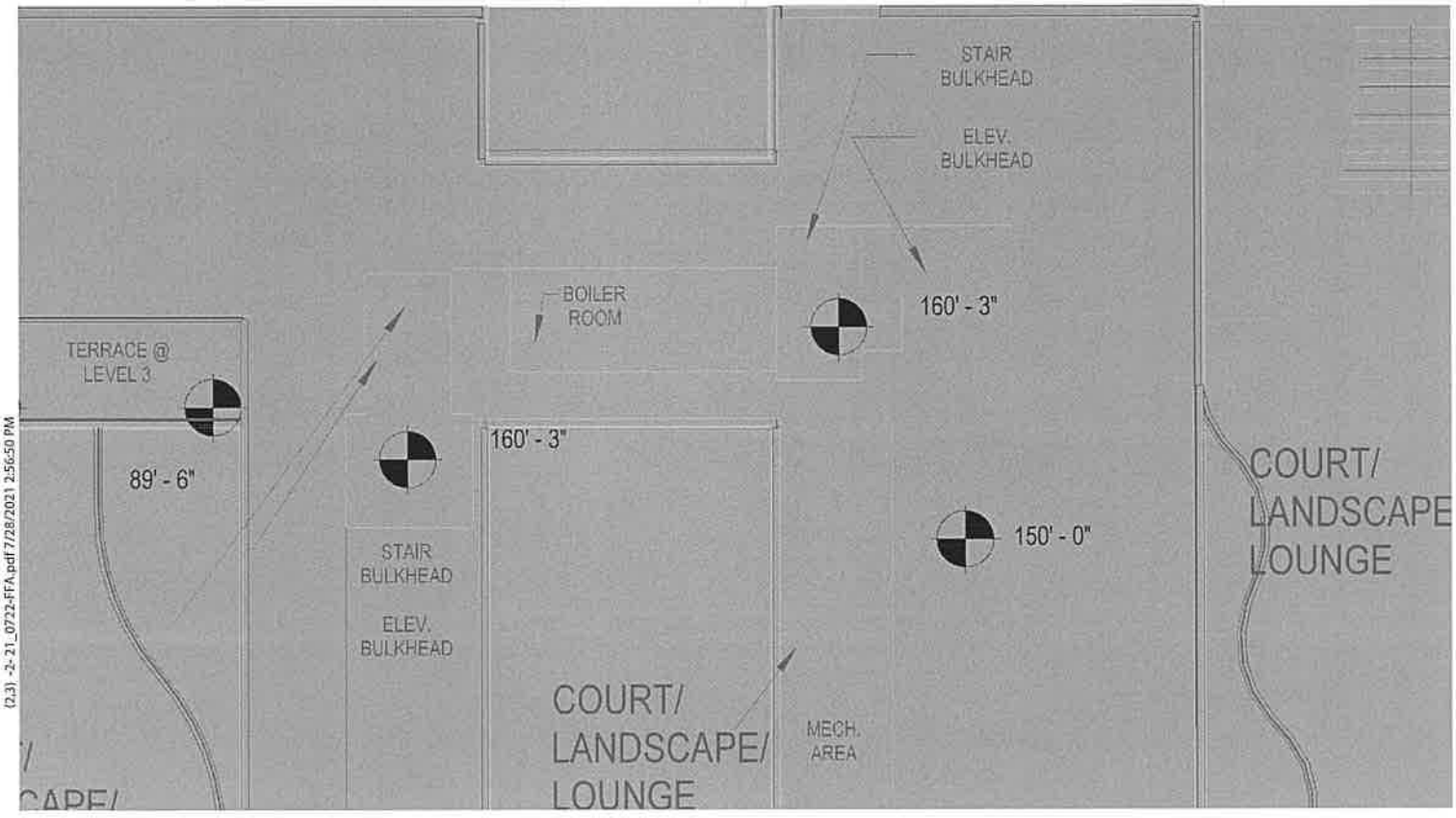
Exhibit C, FAA-010, page 8 of 15



LOT 48

IES



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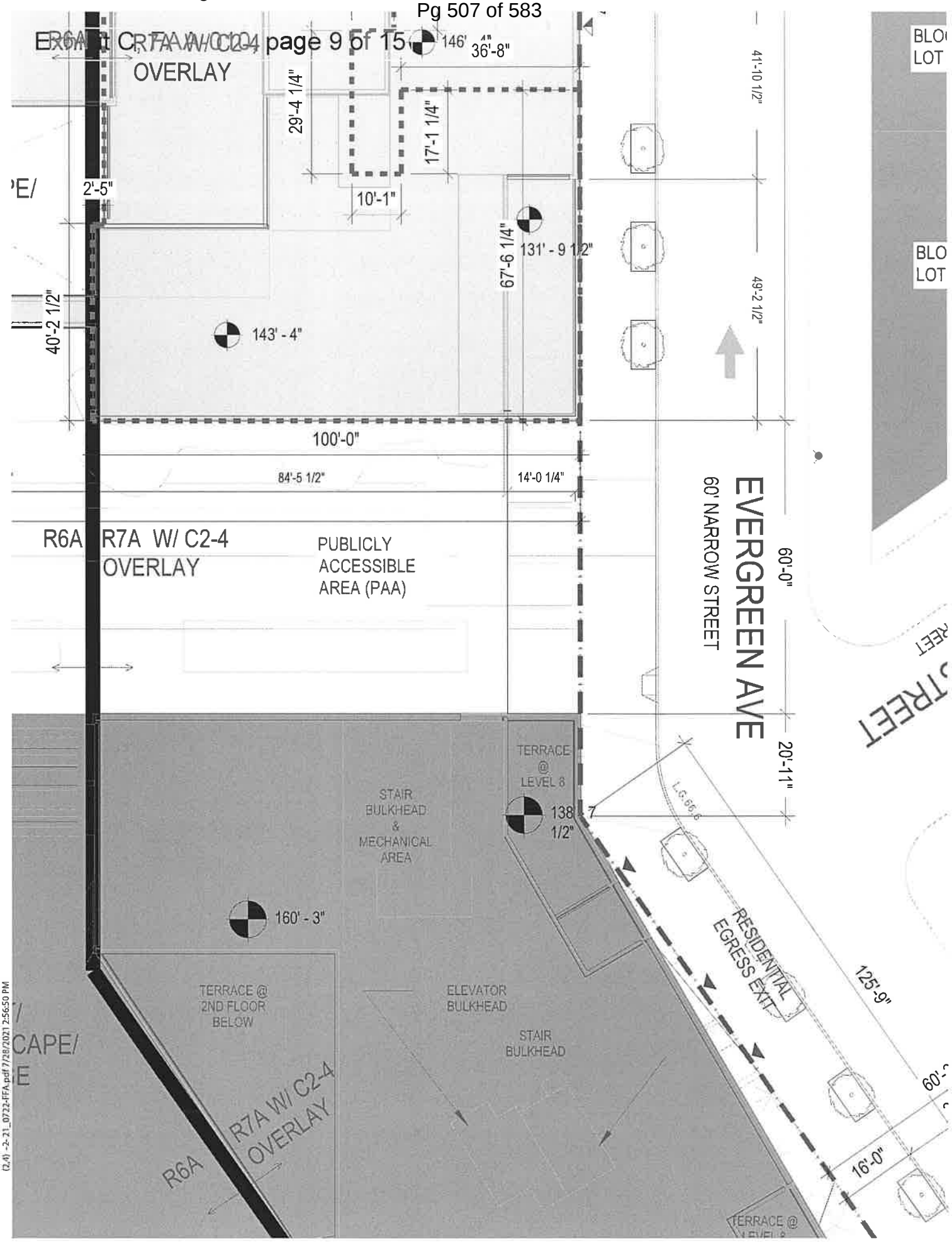

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Exhibit C, FAA-010, page 10 of 15

CLIENT:
ALL YEAR MANAGEMENT
277 CLASSON AVENUE BROOKLYN, NY 11238
(718)-623-9430

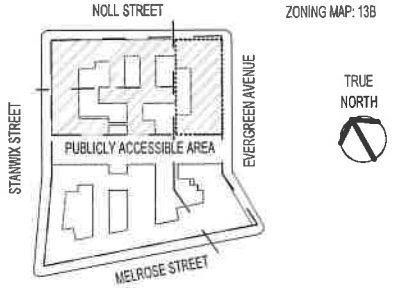
STRUCTURAL ENGINEER:
MCNAMARA/SALVA
64 WEST 45TH STREET, NEW YORK, NY 10036
(212)-246-9800

MEP ENGINEER:
MGE ENGINEERING D.P.C.
116 WEST 32ND STREET, NEW YORK NY 10001
(212)-643-9055

KEY PLAN

Project Address

54 NOLL STREET
BROOKLYN, NEW YORK 11206
BLOCK: 3152
LOT: 1 & 48
ZONING MAP: 13B



54 NOLL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET

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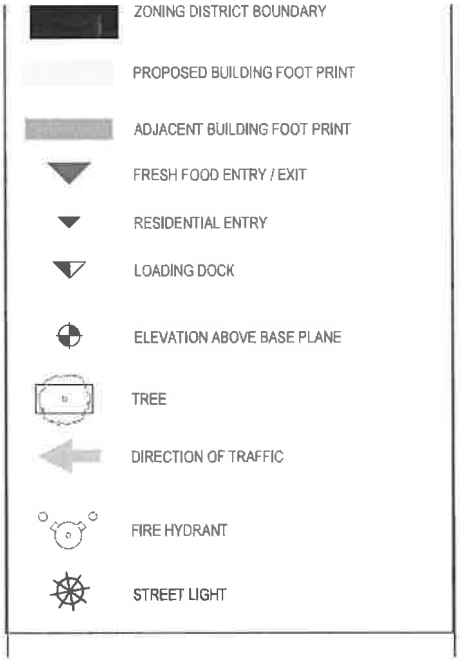

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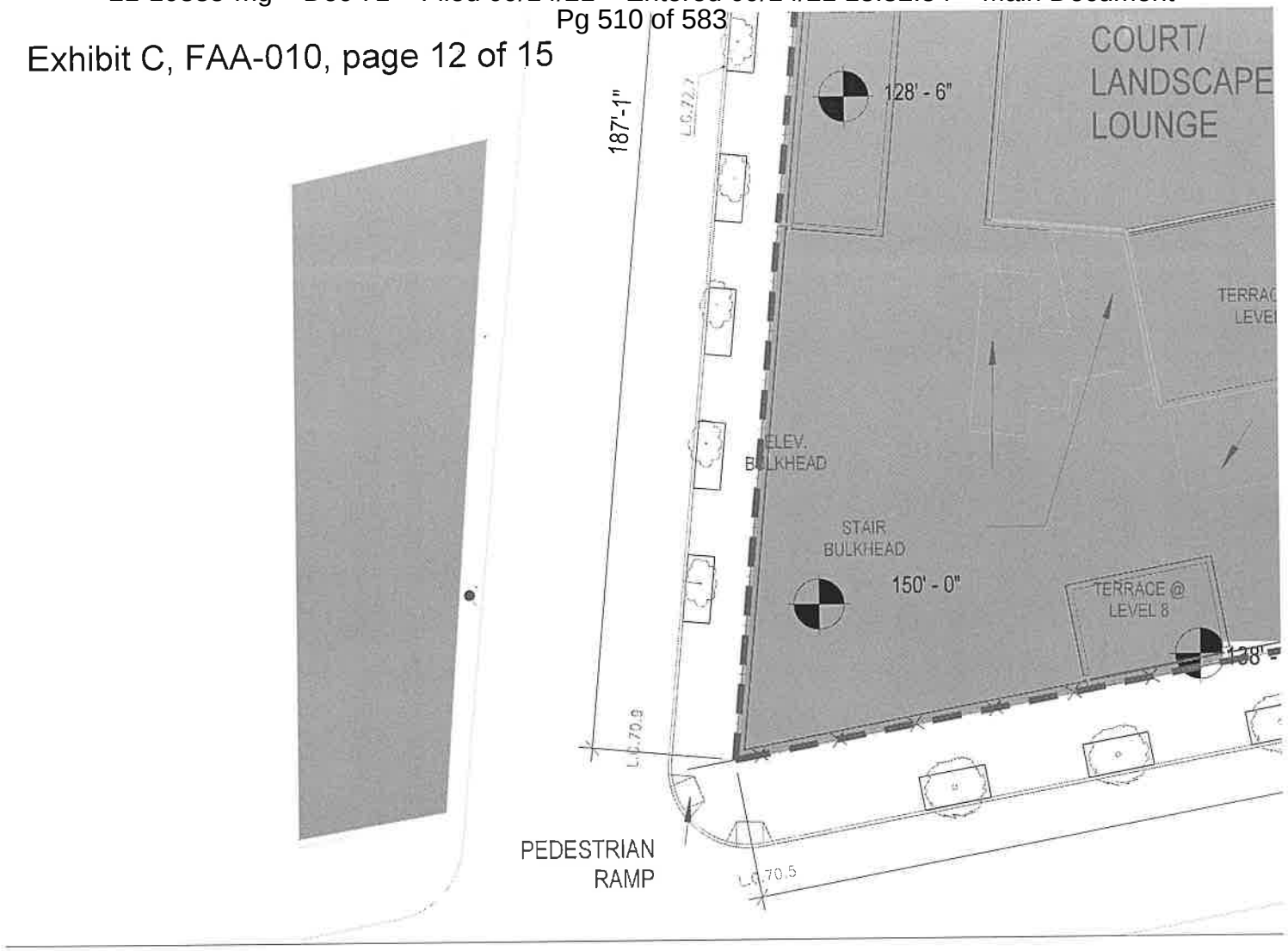

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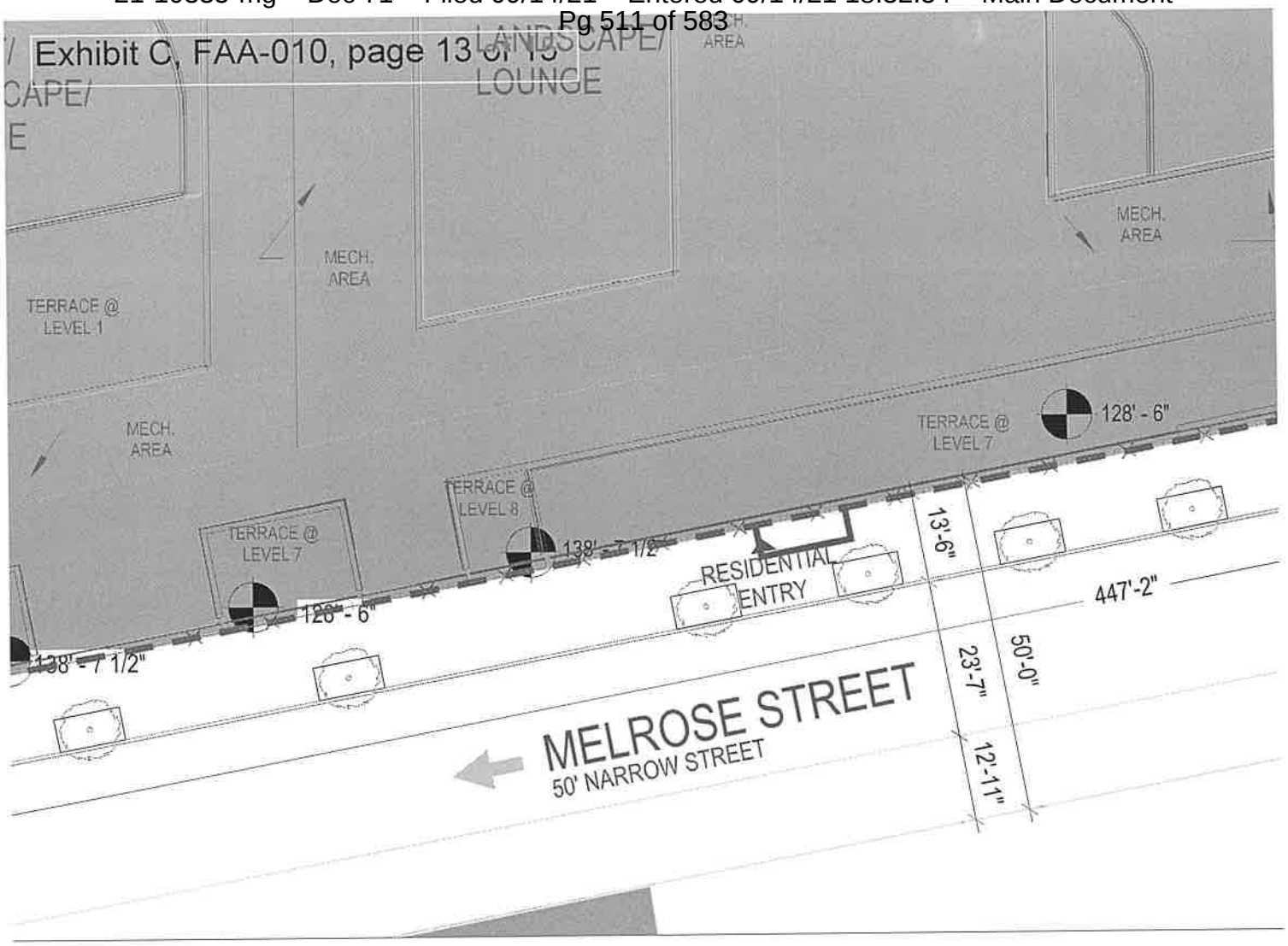

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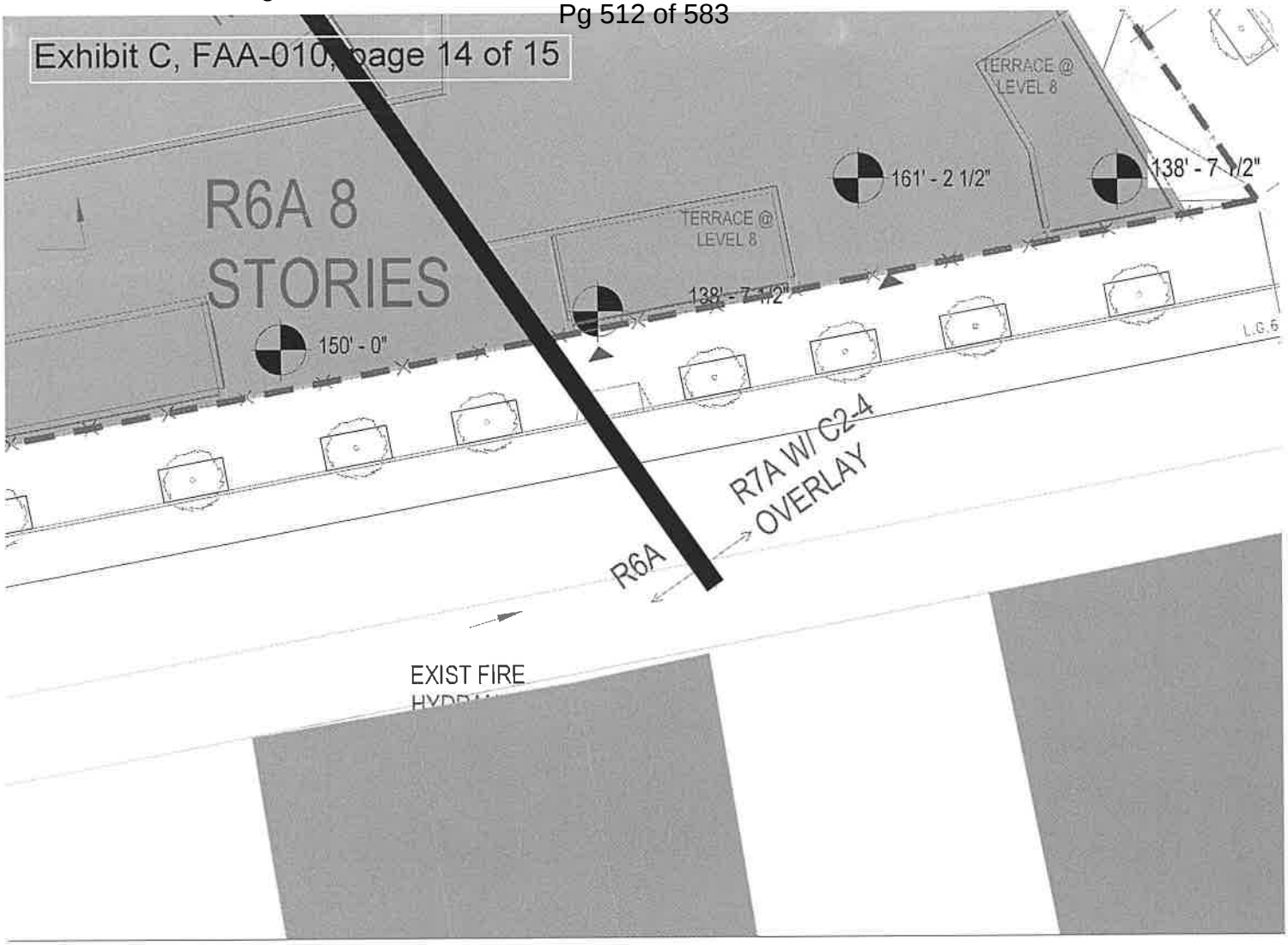

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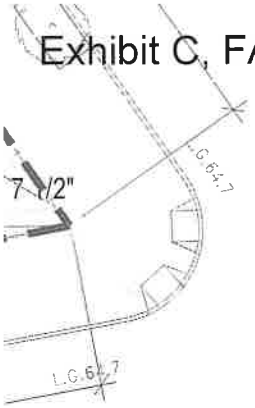

54 NULL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET
NEW MIXED DEVELOPMENT

SEAL

SCALE: 3/ 64" = 1'-0"

DWG DATE: 11/14/2019

DRAWING NAME:

SITE PLAN

DRAWING NO.:

FFA-010

PAGE: 2 OF: 5

PROJECT NO.: 1588.02

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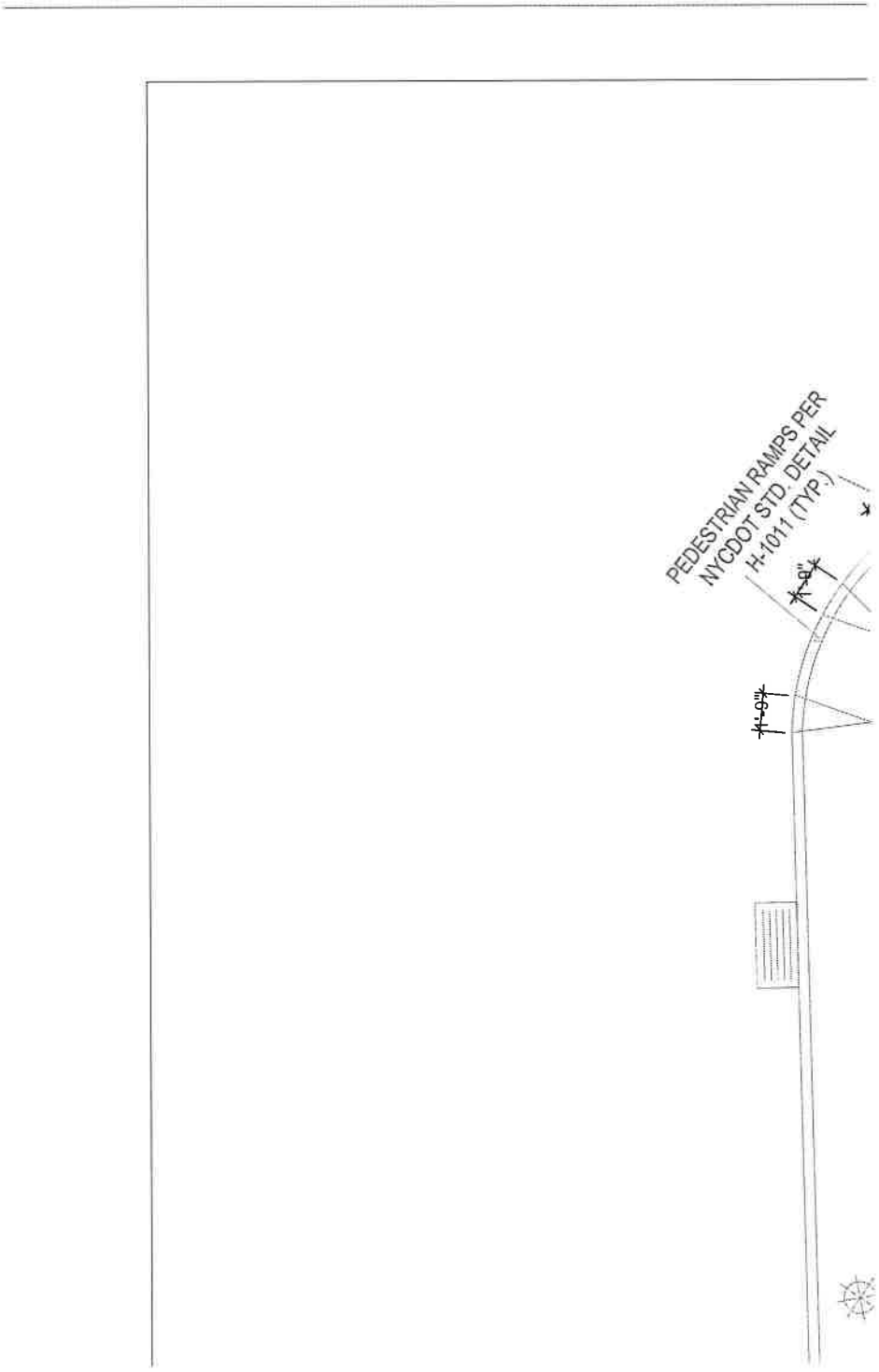
Exhibit C, FAA-100, page 1 of 15



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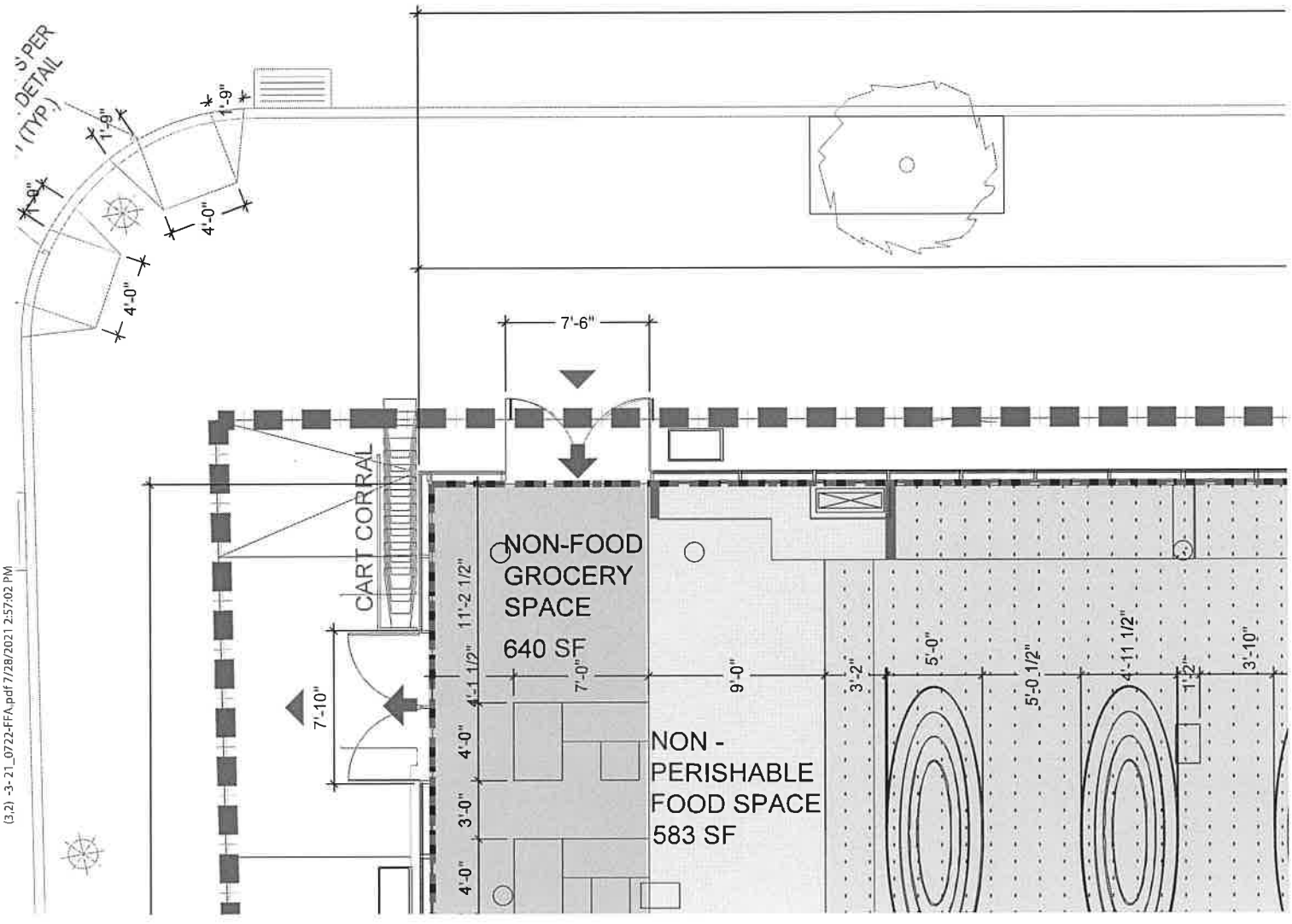

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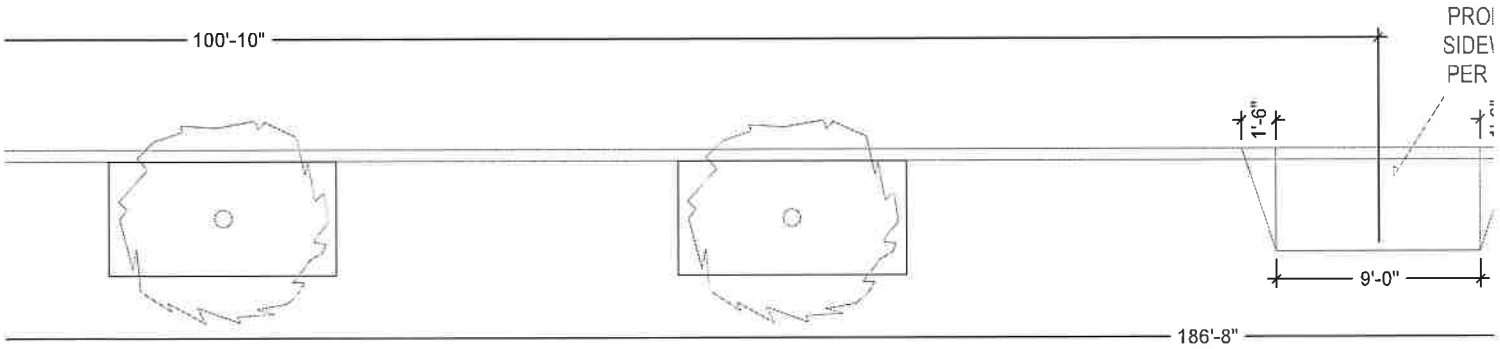
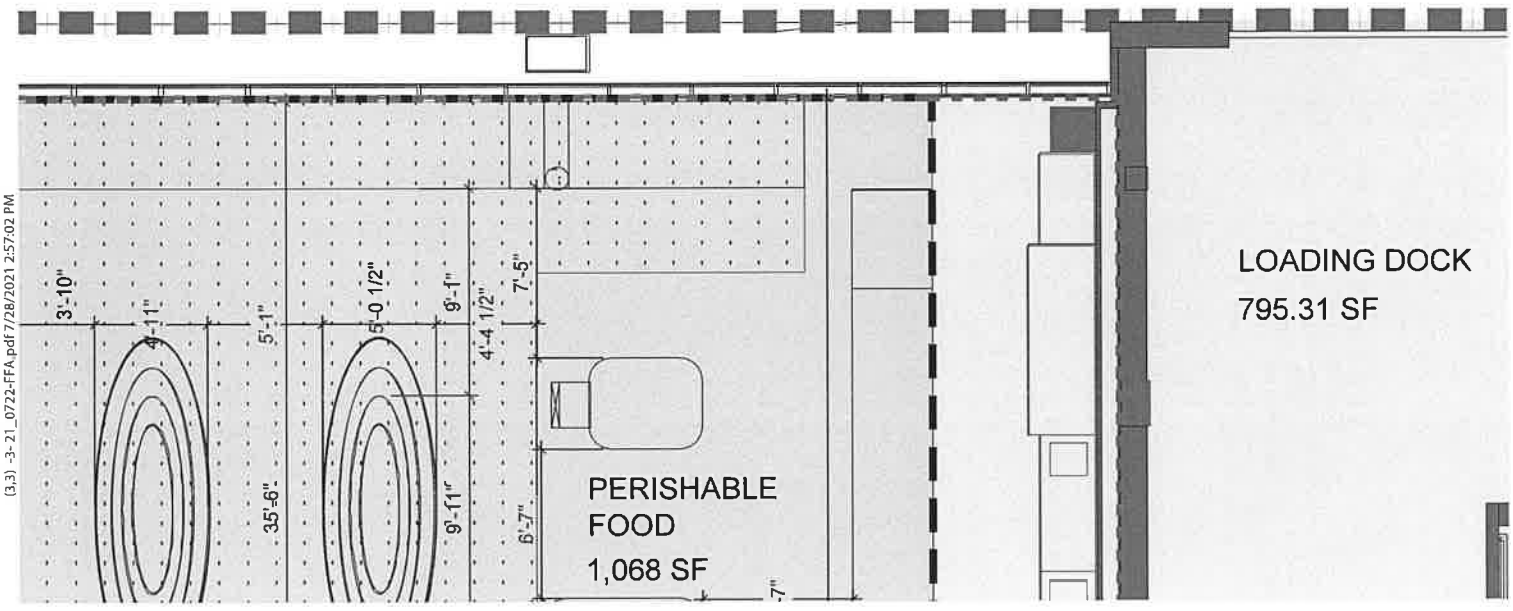
Exhibit C, FAA-100, page 3 of 15





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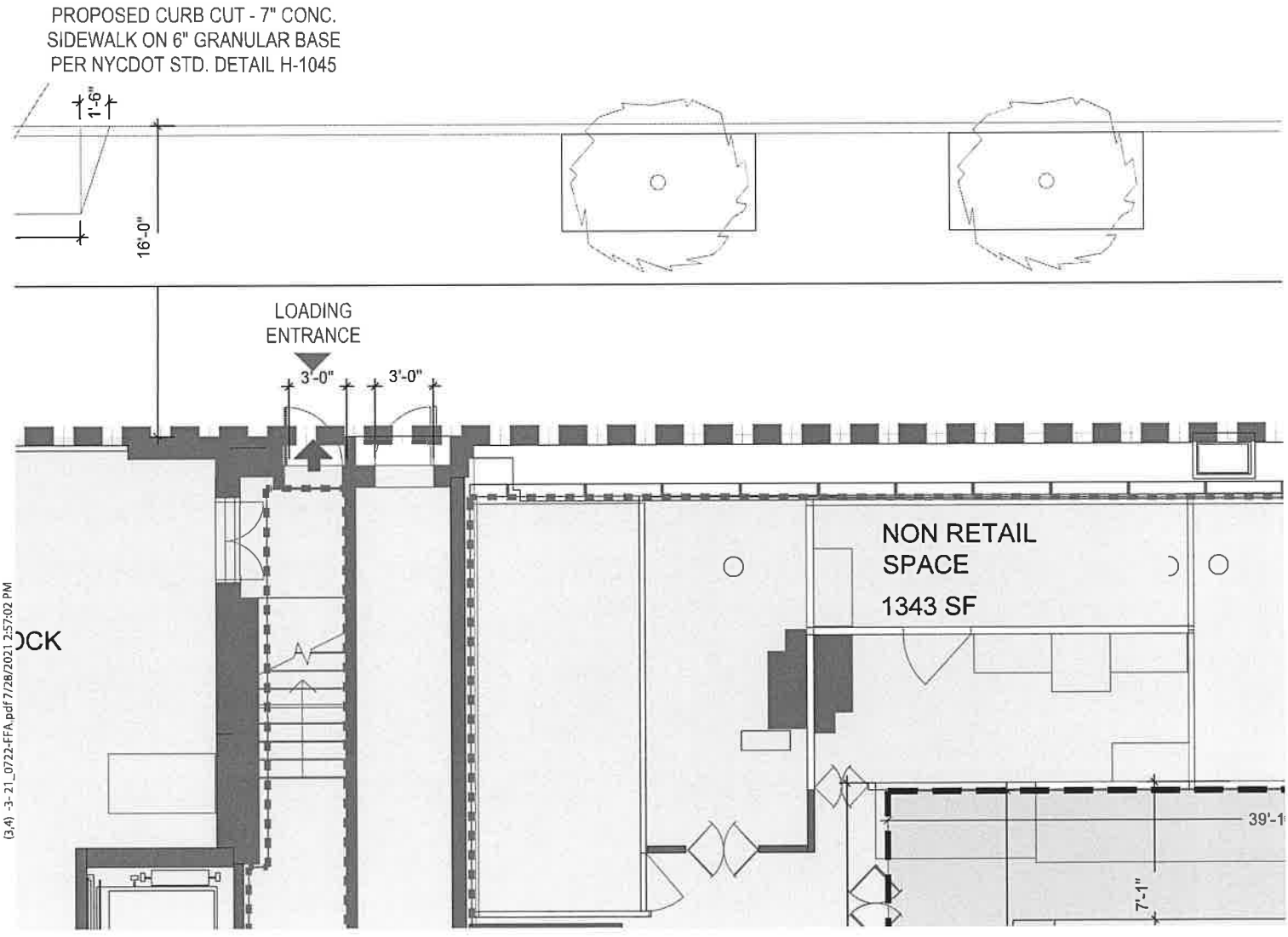

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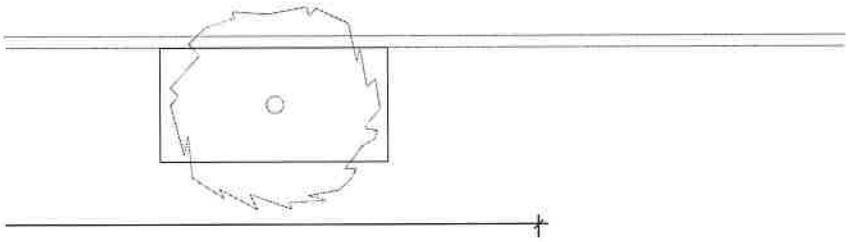

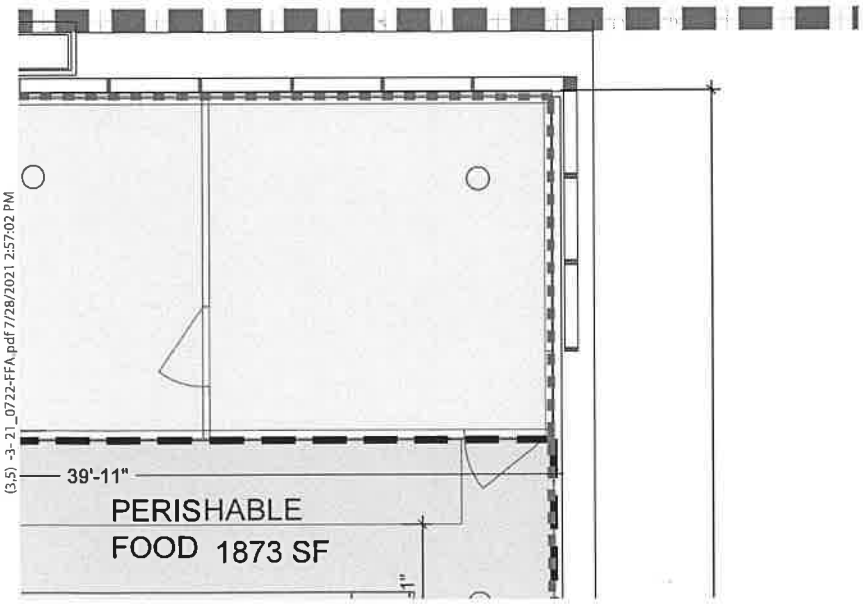

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250 Park Avenue South, Third Floor
New York, New York 10003
646-478-7455

REVISION DATE	ISSUE
05.27.2021	Fresh Food Filing
07.22.2021	Fresh Food Filing

CONSULTANTS

CLIENT:

NOLL STREET

50' NARROW STREET

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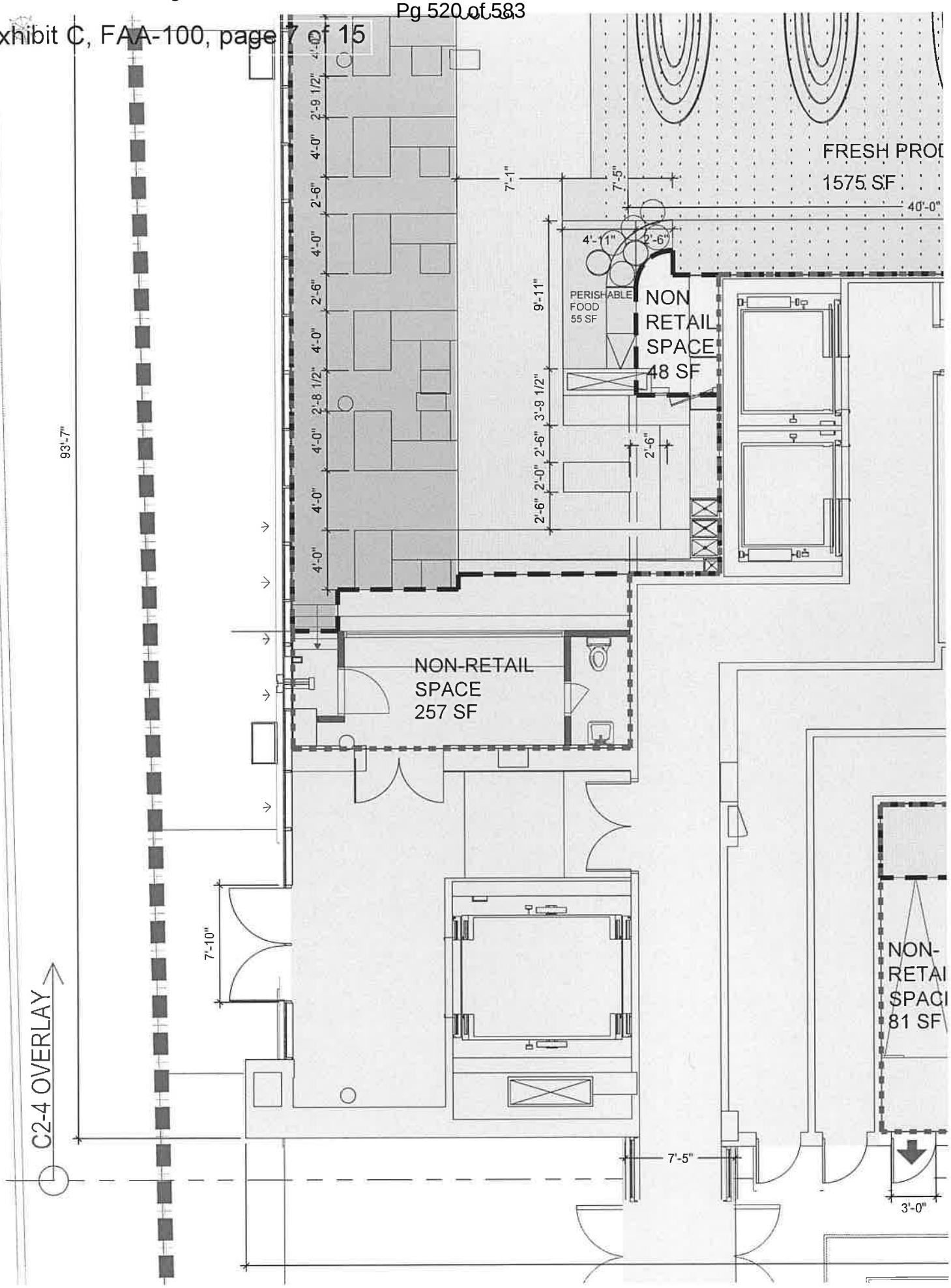
Exhibit C, FAA-100, page 7 of 15



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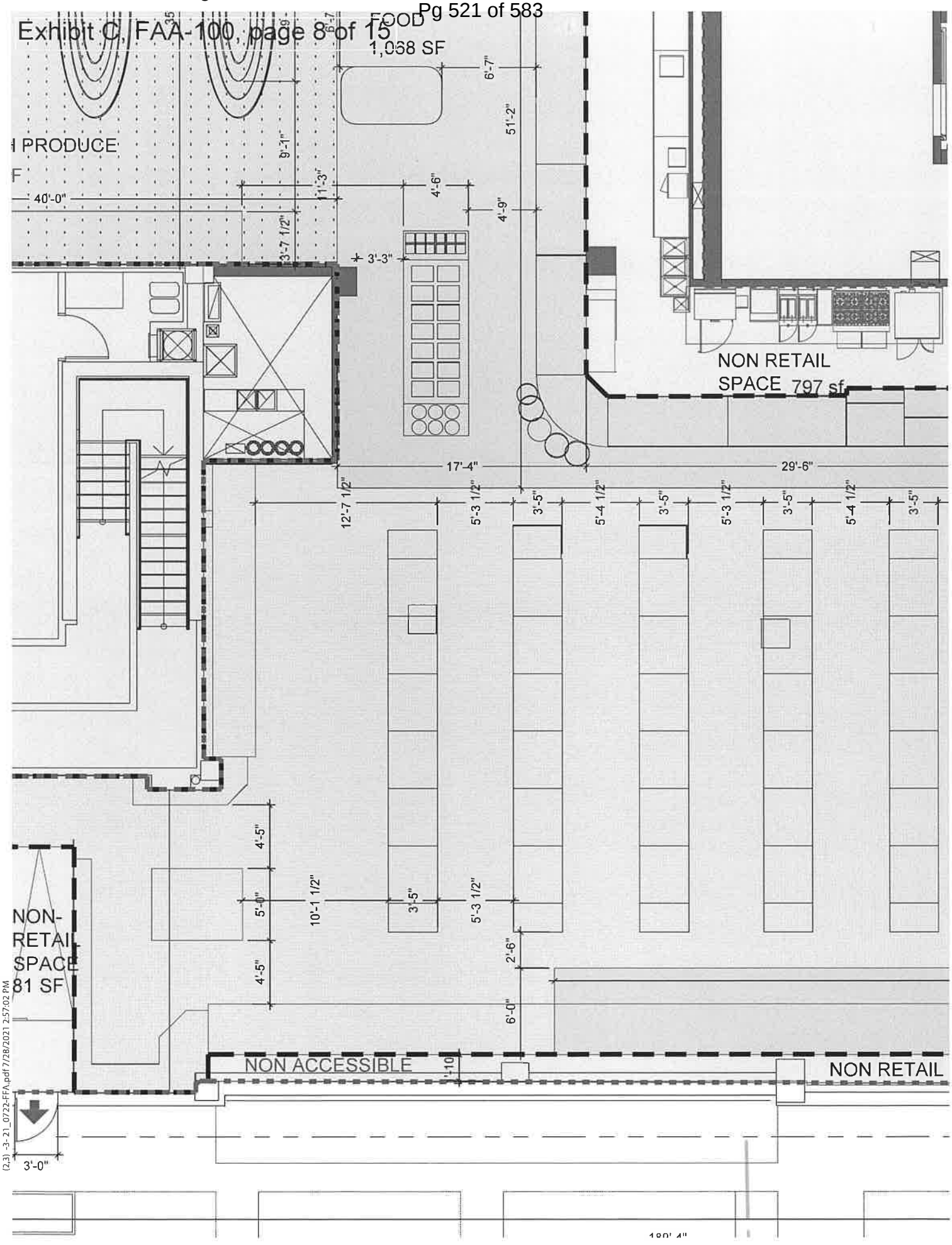

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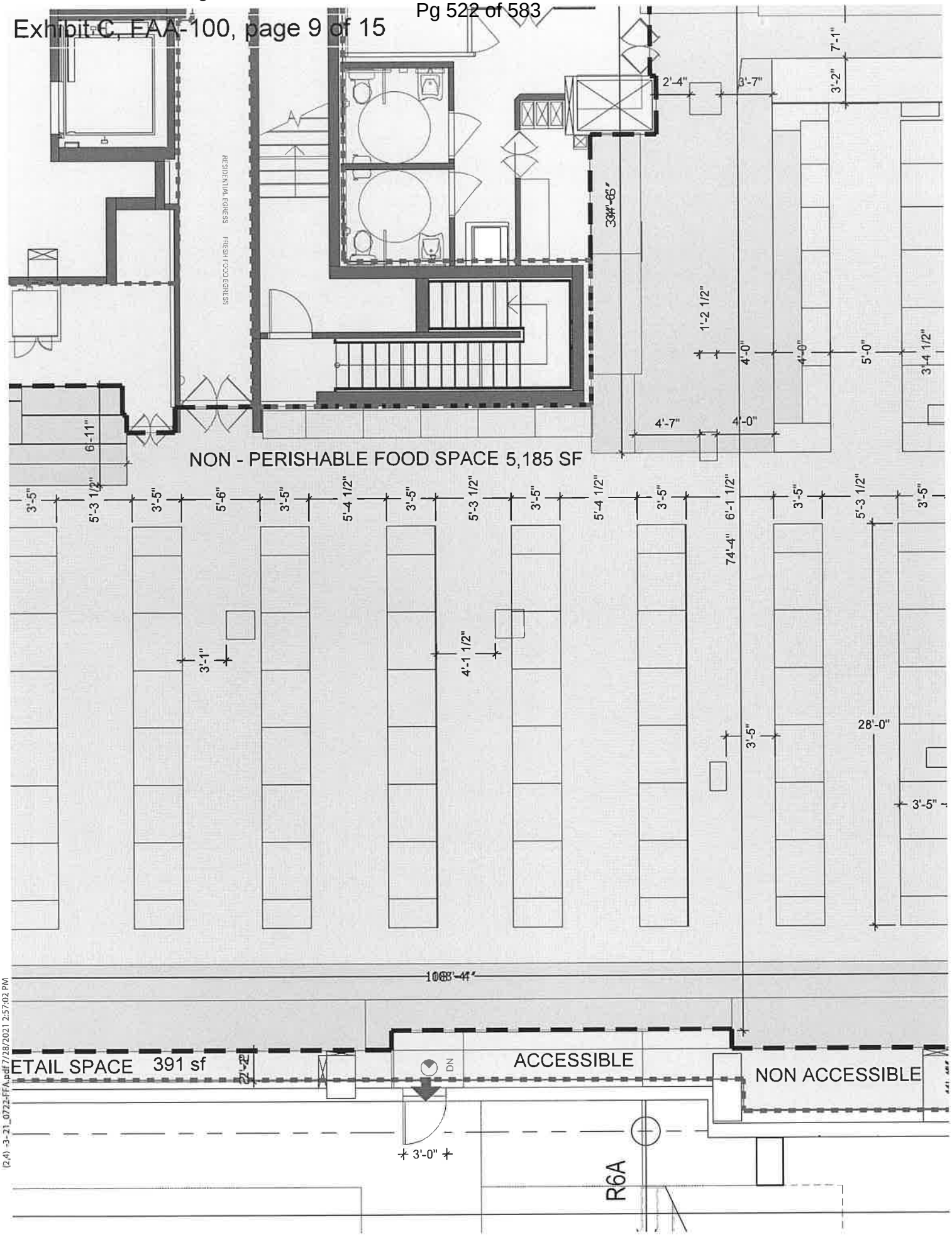

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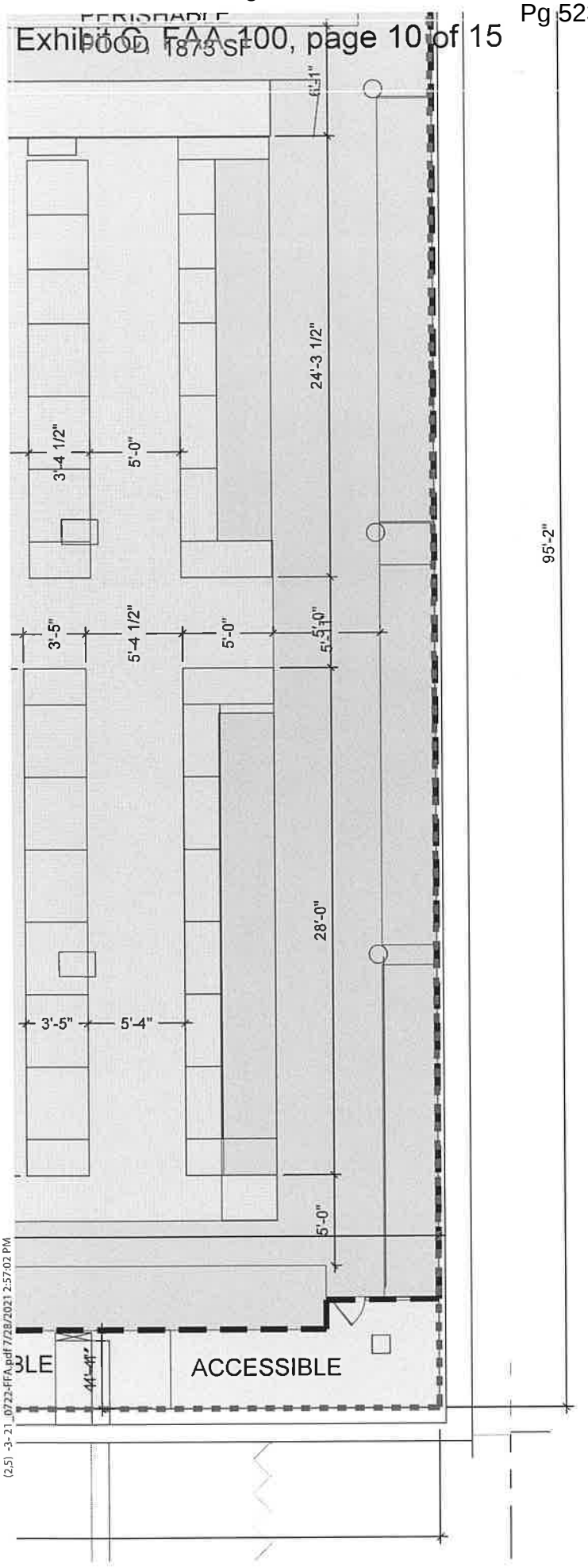


PUBLICLY ACCESSIBLE AREA (PAA)

(2,5) -3- 21_0723-FFA.pdf 7/28/2021 2:57:02 PM

CLIENT:
ALL YEAR MANAGEMENT
277 CLASSON AVENUE BROOKLYN, NY 11238
(718)-623-9430

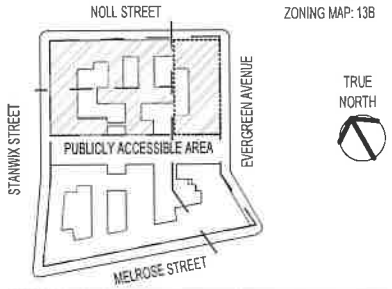
STRUCTURAL ENGINEER:
MCNAMARA/SALVA
64 WEST 45TH STREET, NEW YORK, NY 10036
(212)-246-9800

MEP ENGINEER:
MGE ENGINEERING D.P.C.
116 WEST 32ND STREET, NEW YORK NY 10001
(212)-643-9055

KEY PLAN

Project Address

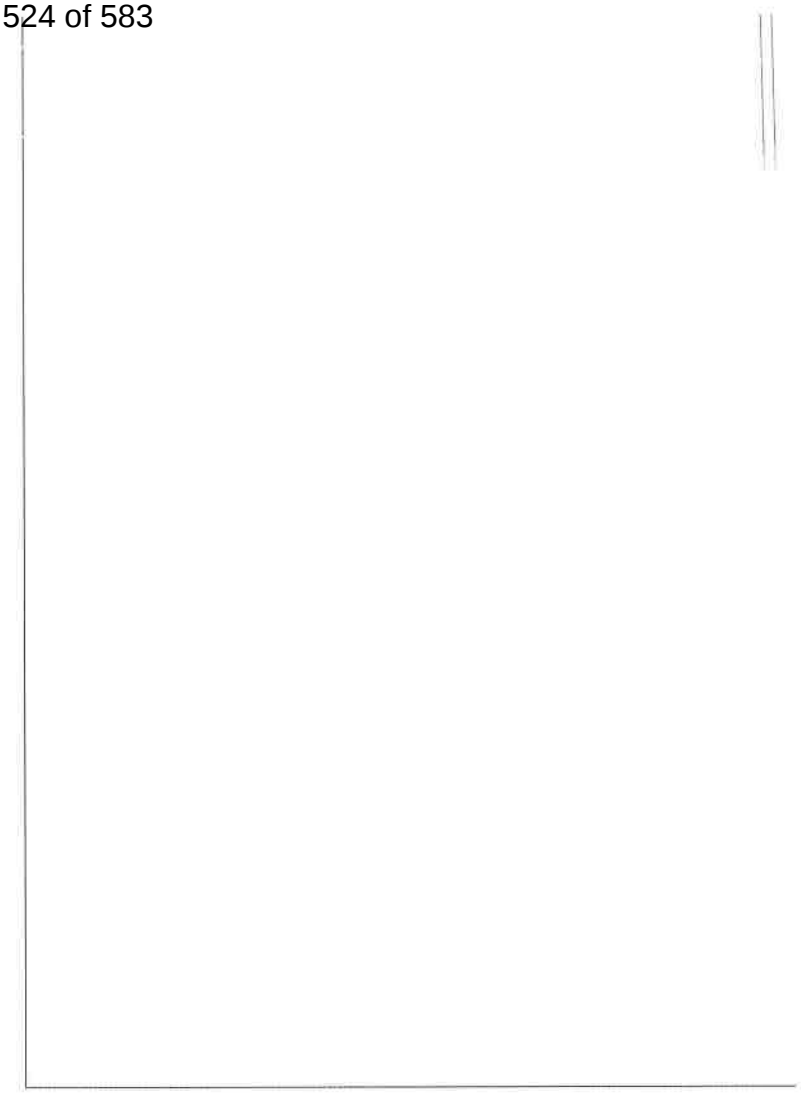
54 NOLL STREET
BROOKLYN, NEW YORK 11206
BLOCK: 3152
LOT: 1 & 46
ZONING MAP: 13B



54 NOLL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET

Exhibit C, FAA-100, page 11 of 15



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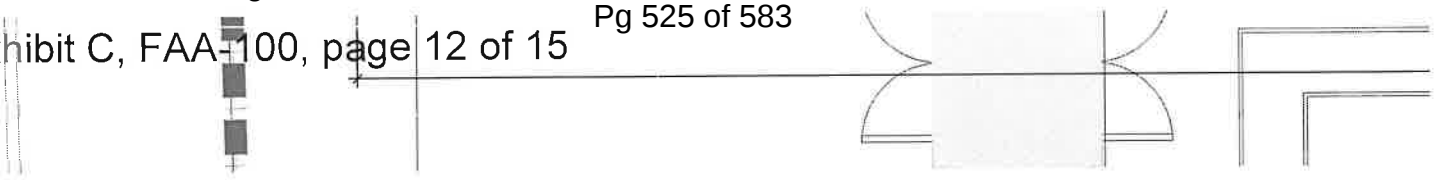

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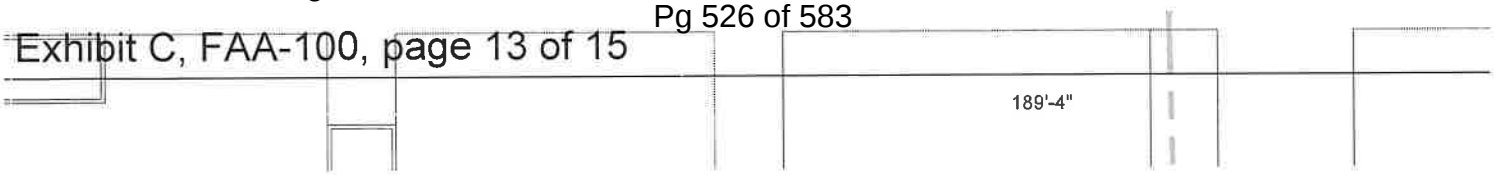

LEGEND

- OUTLINE OF FRESH FOOD STORE ON THE 1ST FLOOR
- DEVELOPMENT SITE BOUNDARY (ZONING LOT LINE)
- PROPOSED BUILDING FOOT PRINT
- ADJACENT BUILDING FOOT PRINT
- FRESH FOOD ENTRY / EXIT
- RESIDENTIAL ENTRY
- LOADING DOCK
- ELEVATION ABOVE BASE PLANE
- TREE
- DIRECTION OF TRAFFIC
- FIRE HYDRANT
- STREET LIGHT

LEGEND

- OUTLINE OF FRESH FOOD RETAIL SPACE
- NON-PERISHABLE FOOD SPACE
- PERISHABLE FOOD SPACE
- FRESH PRODUCE SPACE
- NON-FOOD GROCERY SPACE
- NON-RETAIL SPACE

ZR SECTION	REGULATION	ZONE	
63-211	FRESH FOOD STORES	R7A W/ C2-4	Wher permi a pen permi
63-01	FRESH-RETAIL AREA	R7A W/ C2-4	A "FF cellar froze utiliza
63-01 (a)			At lea produ
63-01 (b)			At lea includ sale
			Non-I
			Non-I
			Total

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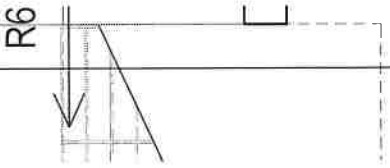
Exhibit C, FAA-100, page 14 of 15



	REQUIRED / PERMITTED		PROPOSED
2-4	Where a fresh food store is provided on zoning lot, the provisions of section 35-31 (maximum floor area ratio for mixed building) relating to the maximum permitted floor area ratio on a zoning lot for each permitted use shall apply is modified in this sections, where all non-residential uses on a zoning lot have a permitted floor area ratio equal to or less than that permitted for residential and for zoning lots containing quality housing buildings, the total floor area permitted for such zoning lot may be increased by one SF of a residential floor area for each SF of fresh food store floor area, up to 20,000 SF		Total Fresh Store : 13,89
2-4	A "FRESH food store" is a food store use as listed in Section 32-15 (Use Group 6), where at least 6,000 square feet of the floor area, or cellar space utilized for retailing, is utilized for the sale of a general line of food and non-food grocery products, such as dairy, canned and frozen foods, fresh fruits and vegetable, fresh and prepared meats, fish and poultry, intended for home preparation, consumption and utilization. Such retail space utilized for the sale of a general line of food and non-food grocery products shall be distributed as follows:	6,000 SF	10,979 SF
	At least 3,000 square feet or 50 percent of such retail space, whichever is greater, shall be utilized for the sale of a general line of food products intended for home preparation, consumption and utilization; and	5,489.5 SF	5,185 + 583 = 5,768 SF (52.4
	At least 2,000 square feet or 30 percent of such retail space, whichever is greater, shall be utilized for the sale of perishable goods that shall include dairy, fresh produce,frozen foods and fresh meats, of which at least 500 square feet of such retail space shall be designated for the sale of fresh produce.	3,293.7 SF	1873 + 1068 + 1575 + 55 = 4
	Non-food grocery retail space		640 SF (5.8%)
	Non-retail space		257 + 48 + 797 + 1343 + 391
	Total Fresh Store		13,896 SF

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Exhibit C, FAA-100, page 15 of 15

SED	NOTES
tore : 13,896 SF	
SF	Complies
68 SF (52.4 %)	Complies
75 + 55 = 4,571 SF (42.3%)	
1343 + 391 + 81 = 2,917 SF	

54 NOLL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET
NEW MIXED DEVELOPMENT

SEAL

SCALE: 1/ 8" = 1'-0" | DWG DATE: 11/14/2019

DRAWING NAME:

1ST (GROUND) FLOOR PLAN

DRAWING NO.:

FFA-100

PAGE: 3 OF: 5 | PROJECT NO.: 1588.02

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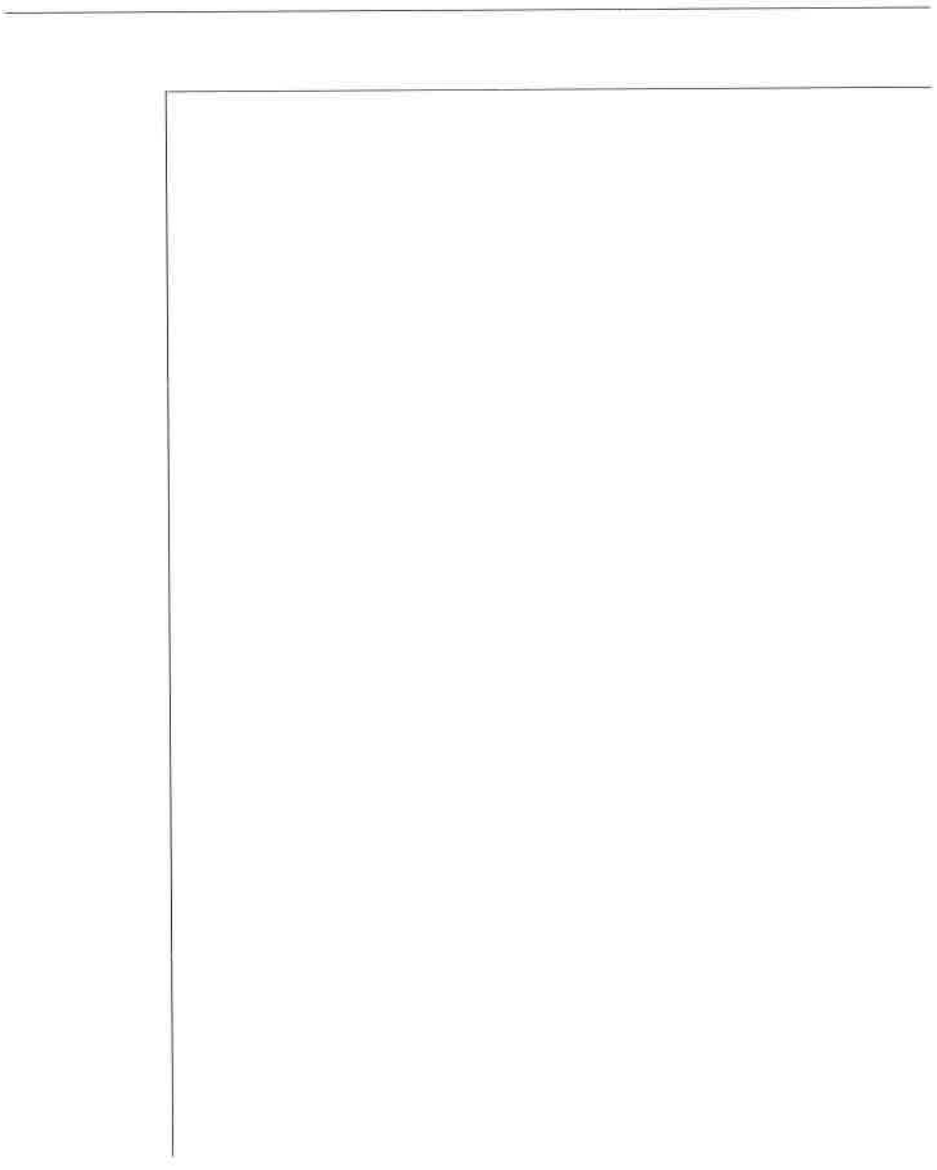

C2-4 OVERLAY

250 Park Avenue South, Third Floor
New York, New York 10003
646-478-7455

REVISION DATE	ISSUE
05.27.2021	Fresh Food Filing
07.22.2021	Fresh Food Filing

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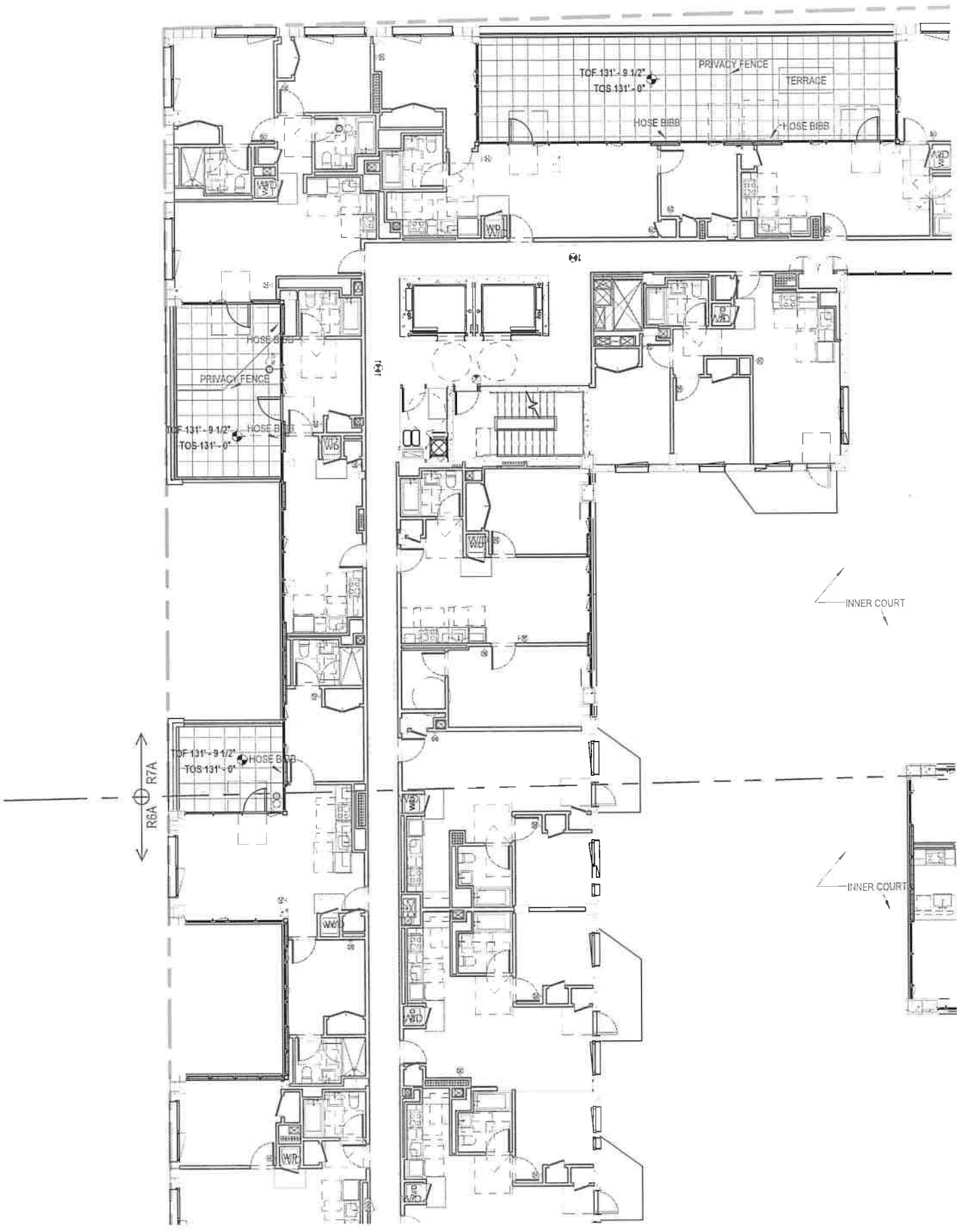
TOF 131' - 9 1/2"
TOS 131' - 0"
PRIVACY FENCE
TERRACE
HOSE BIBB
HOSE BIBB
PRIVACY FENCE
TOF 131' - 9 1/2"
TOS 131' - 0"
HOSE BIBB
TOF 131' - 9 1/2"
TOS 131' - 0"
HOSE BIBB
INNER COURT
INNER COURT
R7A
R6A

PRIVACY FENCE
TOF 131' - 9 1/2"
TOS 131' - 0"
HOSE BIBB
HOSE BIBB
INNER COURT
RT
RT
INNER COU

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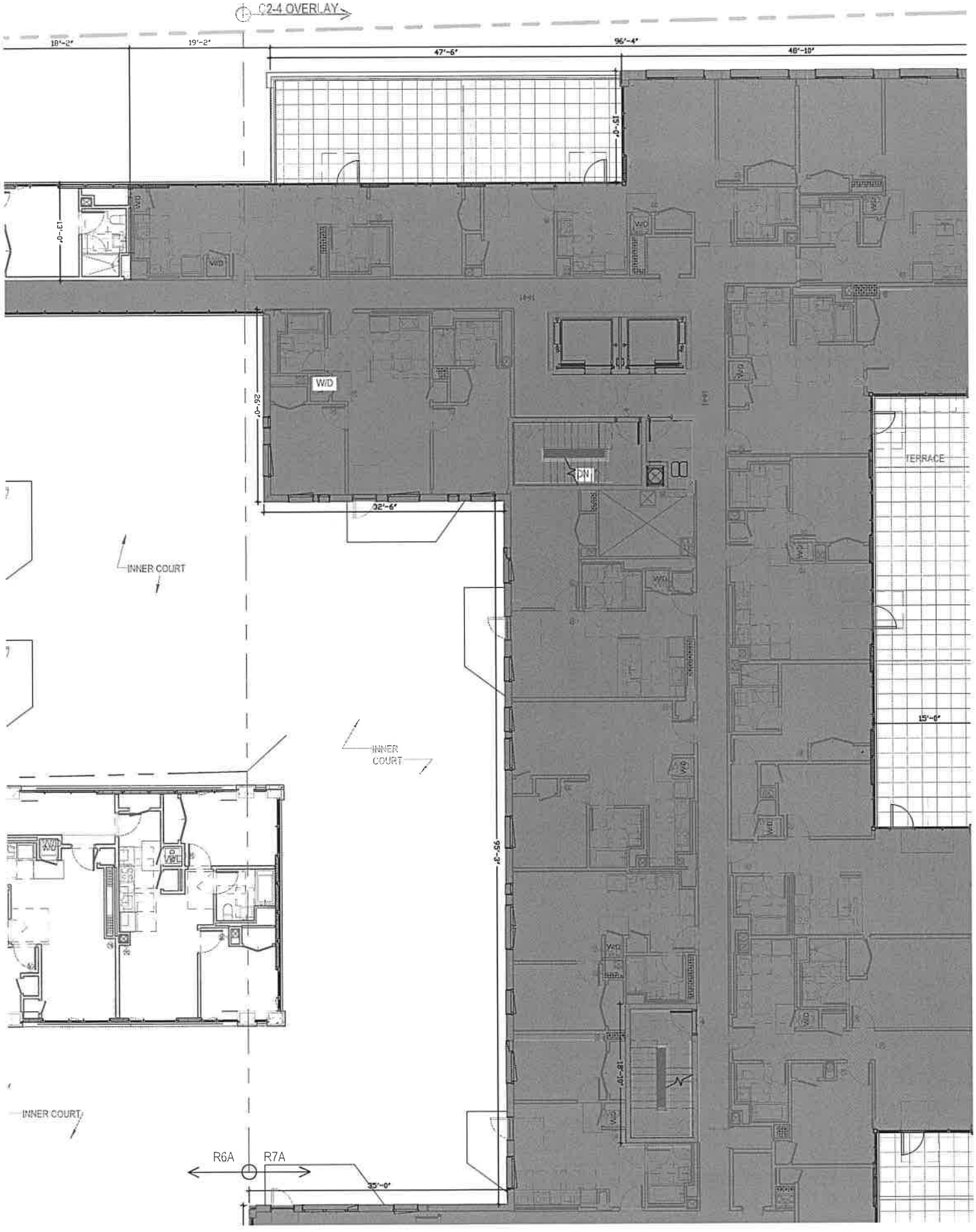
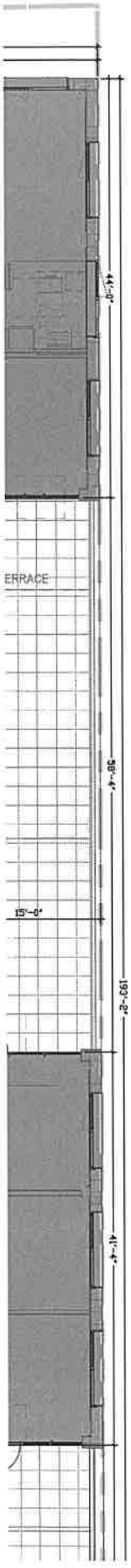




CONSULTANTS

CLIENT:
ALL YEAR MANAGEMENT
277 CLASSON AVENUE BROOKLYN, NY 11238
(718)-623-9430

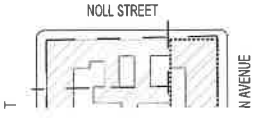
STRUCTURAL ENGINEER:
MCNAMARA/SALVA
64 WEST 45TH STREET, NEW YORK, NY 10036
(212)-246-9800

MEP ENGINEER:
MGE ENGINEERING D.P.C.
116 WEST 32ND STREET, NEW YORK NY 10001
(212)-643-9055

KEY PLAN

Project Address

54 NOLL STREET
BROOKLYN, NEW YORK 11206
BLOCK: 3152
LOT: 1 & 48
ZONING MAP: 13B



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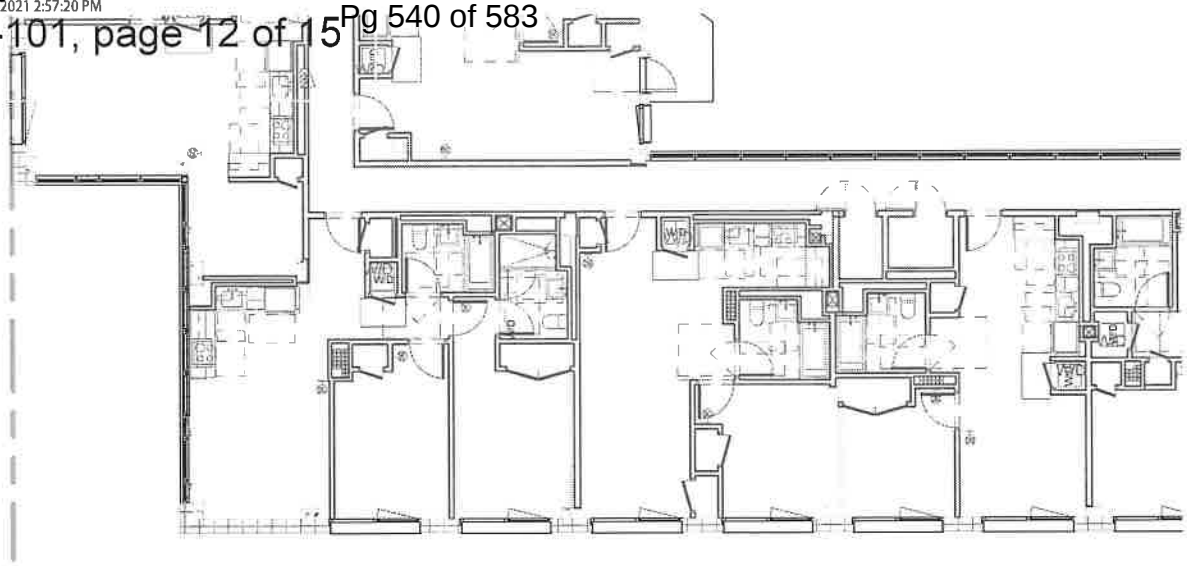

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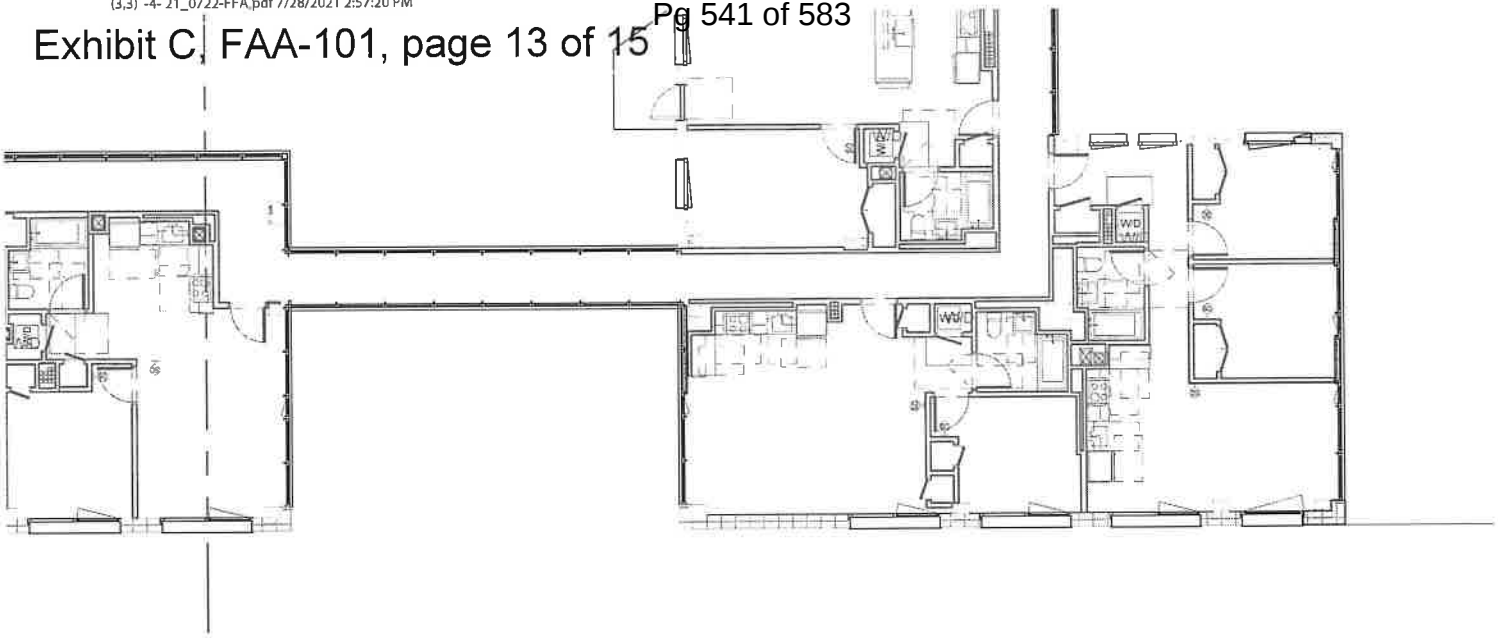

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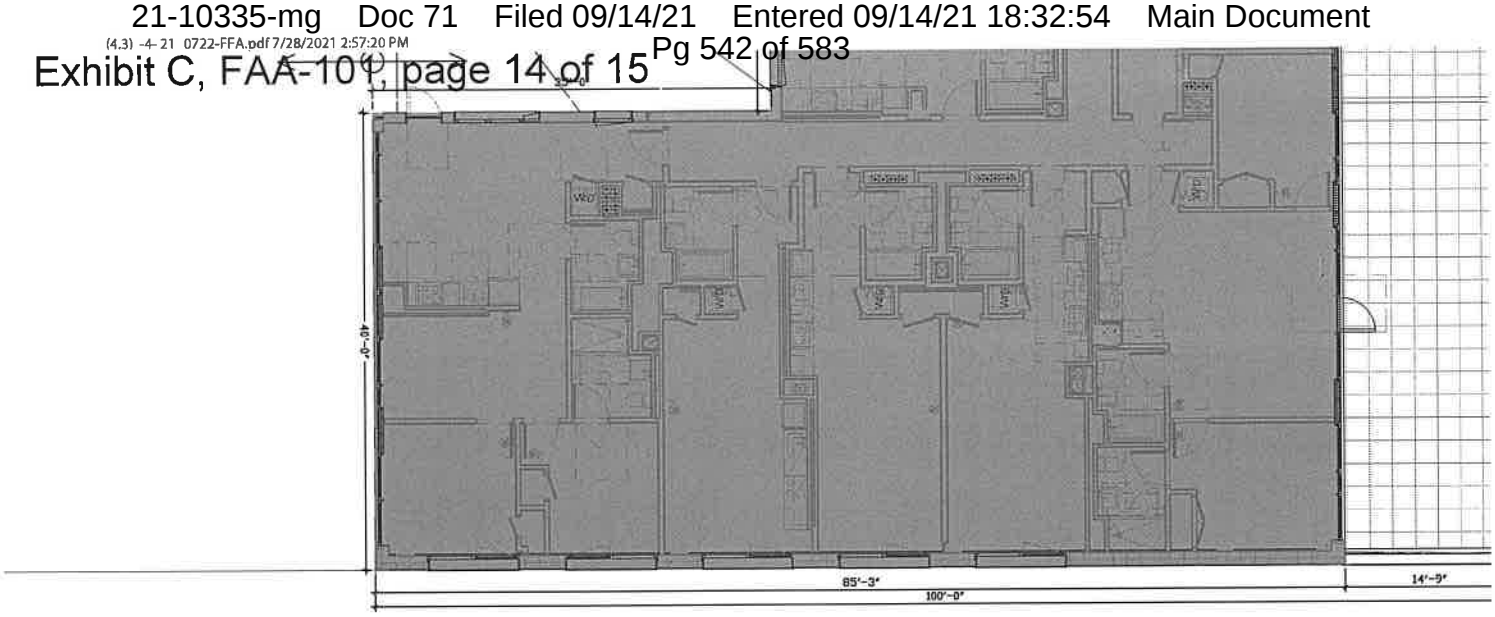

LOCATION AND SIZE OF REALLOCATED FLOOR AREA PURSUANT TO SECTION 63-30 OF ZR FOR A FRESH FOOD STORE

8TH FLOOR :	13,896 ZSF
TOTAL	13,896 ZSF

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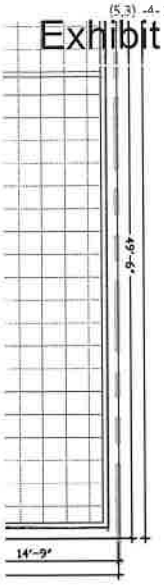
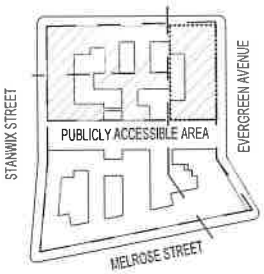


SUANT



54 NOLL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET
NEW MIXED DEVELOPMENT

SEAL

SCALE: 1/ 16" = 1'-0" | **DWG DATE:** 11/14/2019

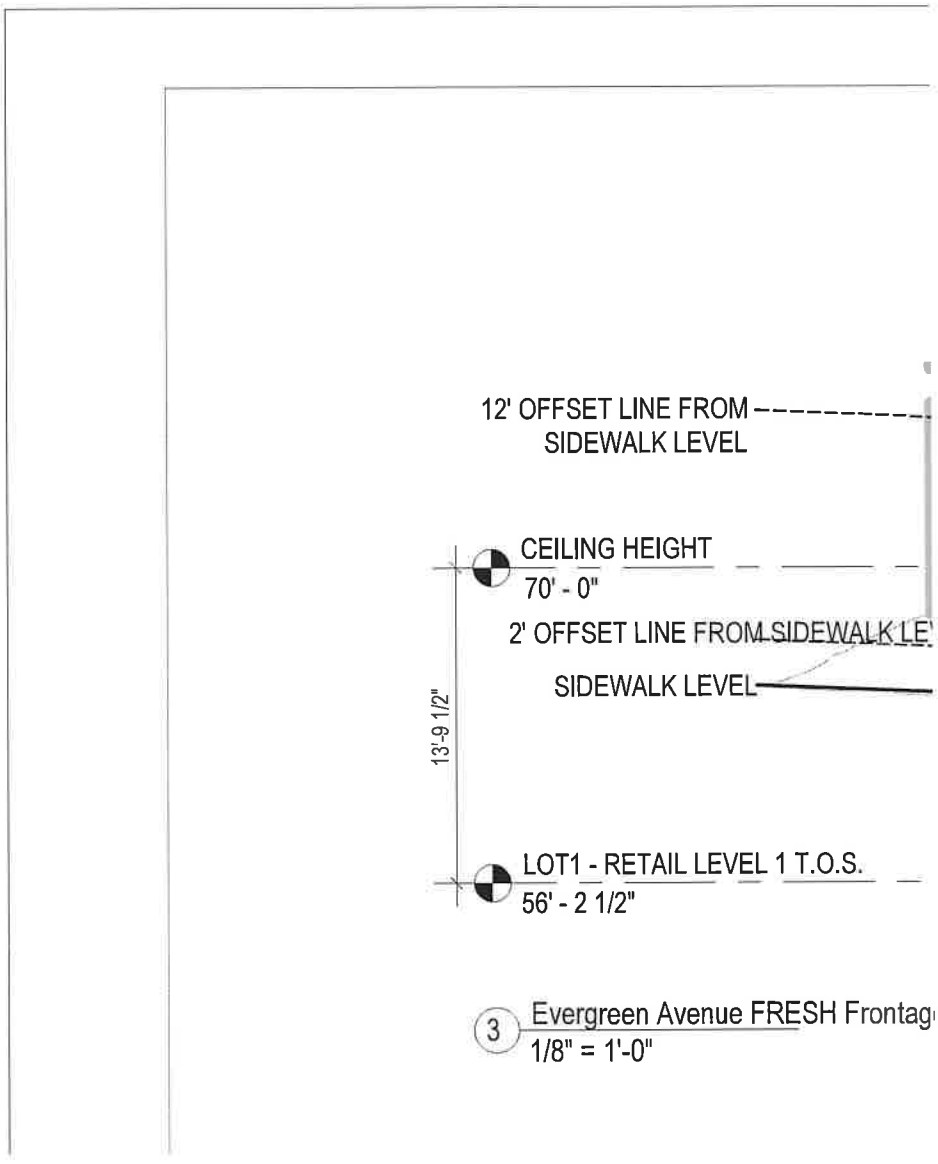
DRAWING NAME:

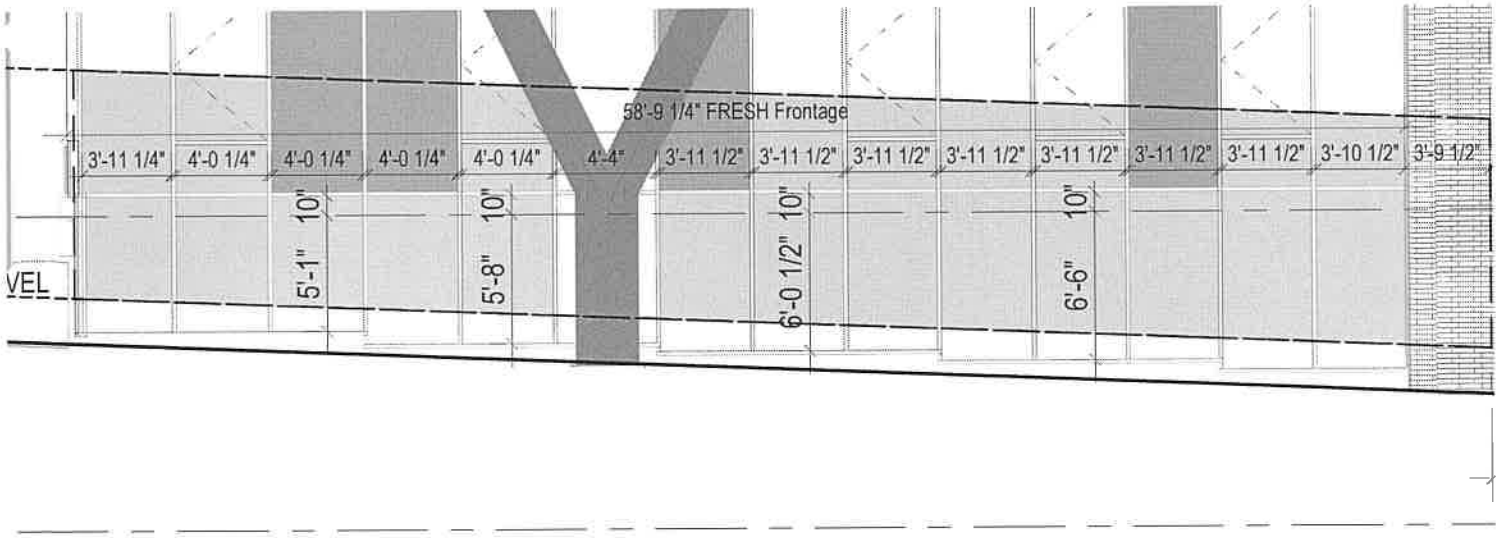
8TH FLOOR PLAN

DRAWING NO.:

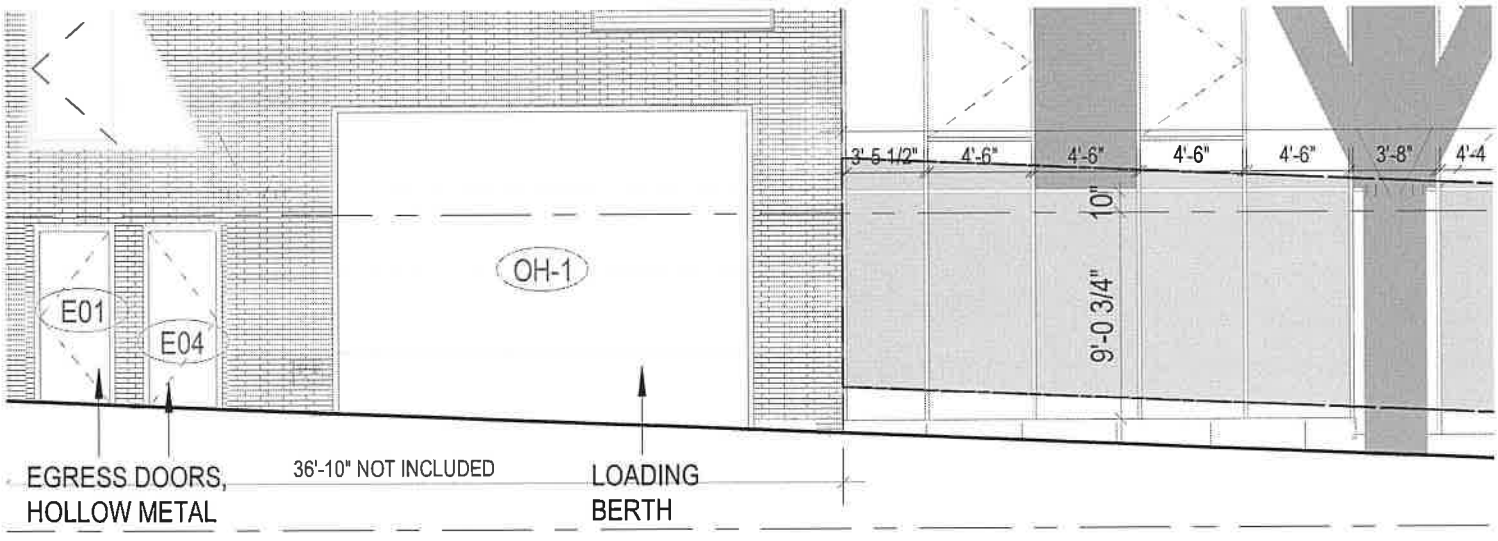
FFA-101

PAGE: 4 OF: 5 | PROJECT NO.: 1588.02


12' OFFSET LINE FROM
SIDEWALK LEVEL
CEILING HEIGHT
70' - 0"
2' OFFSET LINE FROM SIDEWALK LE
SIDEWALK LEVEL
13'-9 1/2"
LOT1 - RETAIL LEVEL 1 T.O.S.
56' - 2 1/2"
3
Evergreen Avenue FRESH Frontag
1/8" = 1'-0"


58'-9 1/4" FRESH Frontage
3'-11 1/4"
4'-0 1/4"
4'-0 1/4"
4'-0 1/4"
4'-0 1/4"
4'-4"
3'-11 1/2"
3'-11 1/2"
3'-11 1/2"
3'-11 1/2"
3'-11 1/2"
3'-11 1/2"
3'-11 1/2"
3'-10 1/2"
3'-9 1/2"
5'-1" 10"
5'-8" 10"
6'-0 1/2" 10"
6'-6" 10"
VEL

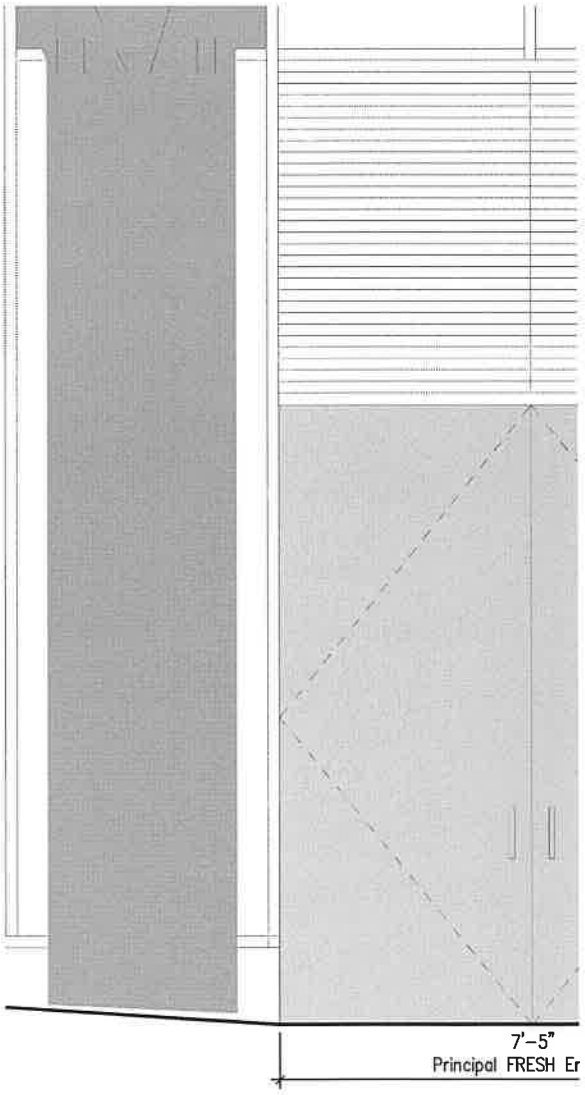
e


3'-5 1/2"
4'-6"
4'-6"
4'-6"
4'-6"
3'-8"
4'-4
10"
9'-0 3/4"
OH-1
E01
E04
EGRESS DOORS,
HOLLOW METAL
36'-10" NOT INCLUDED
LOADING
BERTH

88'-6" FRESH Frontage
1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
4'-5 1/2"
3'-8"
3'-7 1/2"
3'-7 1/2"
3'-10"
10"
10"
10"
9'-9 1/4"
10'-10 1/4"
4'-2 1/4"
9'-0 1/2"
12'-9 1/2"
10'-0"
2'-0"
1'-3 1/2"
1
FFA-202
FRESH FOOD ENTRAN

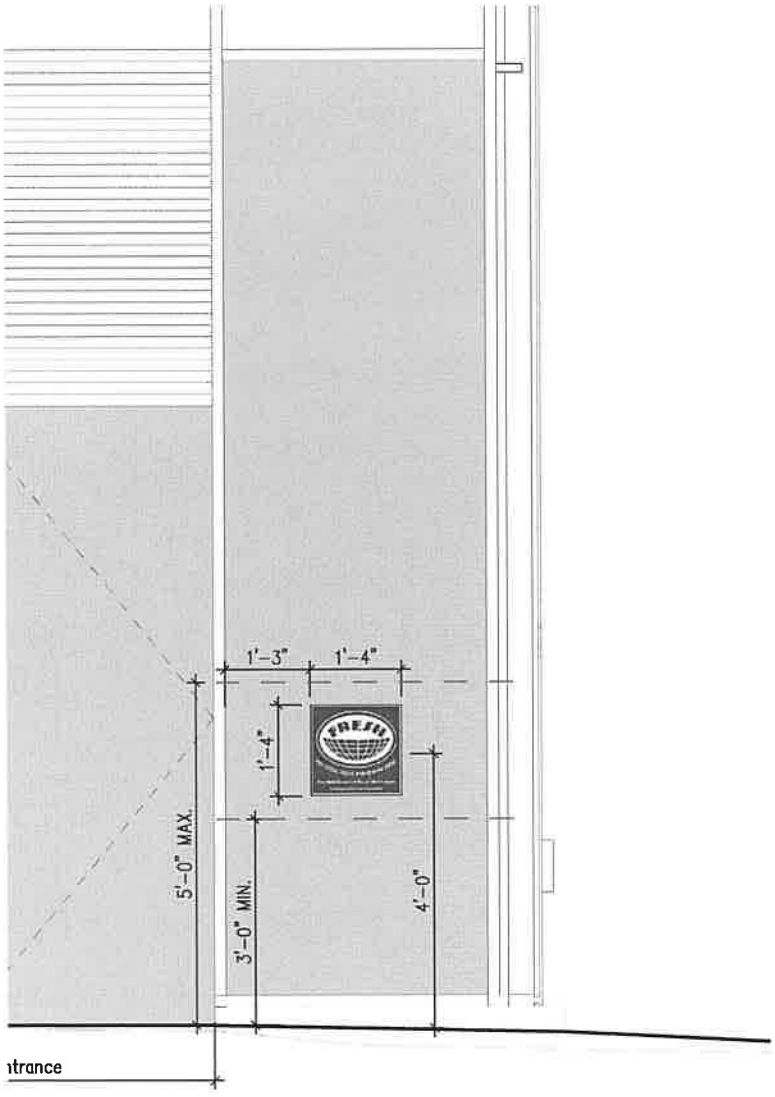
250 Park Avenue South, Third Floor
New York, New York 10003
646-478-7455

REVISION DATE	ISSUE
05.27.2021	Fresh Food Filing
07.22.2021	Fresh Food Filing

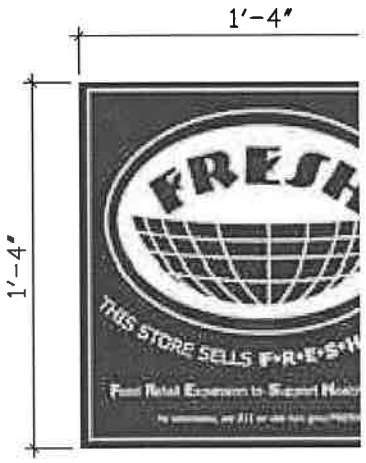


1 ENLARGED ELEVATION - FRESH FOOD @
3/8" = 1'-0"

ZR SECTION



EVERGREEN AVENUE



OPAQUE, NON REFLECTIVE AND DUF

SIGN TO BE A FACSIMILE OF THE IMA

2 FRESH SIGN DETAIL
1-1/2" = 1'-0"

REQUIRED / PERMITTED	PROPOSED

ZR SECTION	TITLE	
63-23, 37-34	Special Transparency Requirements	Transparent materials shall level street wall between a l floor ceiling, whichever is hi materials provided to satisfy feet, 6 inches, above the le windows, or portions of win shall have a minimum widtl floor level street wall withou However, such transparenc level occupied by entrances parking garages, where per permitted, entryways to sub egress stairwells and passa

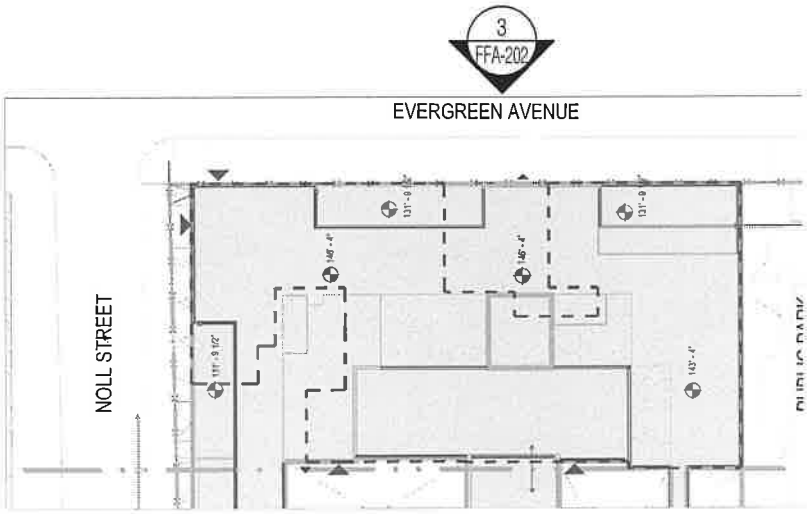
RABLE SIGN BOARD

GE ABOVE

COMPLIANCE

AREA OF TRANSPARENT GLAZING OF STOREFRC
AND WINDOWS BETWEEN TWO FEET AND 12 FEE
HEIGHT OF THE GROUND FLOOR CEILING, WHICH
HIGHER, AS MEASURED FROM ADJOINING SIDEW

REQUIRED / PERMITTED	PROPOSED	COMPLIA
Evergreen Avenue Frontage (Primary Street Frontage) Noll Street Frontage (Secondary Street Frontage)		
occupy at least 50% of the surface area of such ground floor height of two feet and twelve feet, or the height of the ground igher, as measured from the adjoining sidewalk. Transparent y such 50 percent requirement shall not begin higher than 2 vel of the adjoining sidewalk, with the exception of transom dows separated by mullions or other structural dividers, and ı of two feet. The maximum width of a portion of the ground ıt transparency shall not exceed 10 feet. y requirements shall not apply to portions of the ground floor s or exits to accessory off-street parking facilities and public mitted, entryways to required loading berths, where ıway stations, as applicable, or doors accessing emergency ageways.	* Evergreen Ave. total surface area between a height of two feet and the height of the ground floor ceiling and 12 feet as measured from the adjoining sidewalk = 1535 SF * Total transparent material area between a height of two feet and the height of the ground floor ceiling and 12 feet as measured from the adjoining sidewalk = 1089 SF * Proposed Transparency = 71 %	Complies



KEY PLAN

INT DOORS
T OR THE
IEVER IS
ALK

ANCE

PUBLIC PARK

CONSULTANTS

CLIENT:
ALL YEAR MANAGEMENT
277 CLASSON AVENUE BROOKLYN, NY 11238
(718)-523-9430

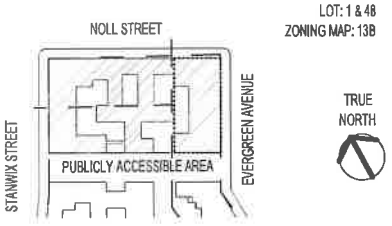
STRUCTURAL ENGINEER:
MCNAMARA/SALVA
64 WEST 45TH STREET, NEW YORK, NY 10036
(212)-246-9800

MEP ENGINEER:
MGE ENGINEERING D.P.C.
116 WEST 32ND STREET, NEW YORK NY 10001
(212)-643-9055

KEY PLAN

Project Address

54 NOLL STREET
BROOKLYN, NEW YORK 11206
BLOCK: 3152
LOT: 1 & 48
ZONING MAP: 13B



63-12
Special Sign Regulations

Sign Loca
Mounted c
FRESH F(

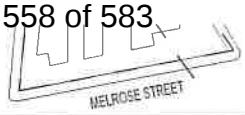
Mounting I
No less th

Sign Dime
FRESH F(

Sign Mate
Fully opaq

ion on an exterior building wall adjacent to and no more than five feet from the principal entrance of the OOD store and directly visible without any obstruction to customer entering the FRESH FOOD store	1'-3"
Height an three feet and no more than five feet above the adjoining grade	4'-0"
ension OOD store symbol shall be no less than 12 inches by 12 inches and no more than 16 inches by 16	16" x 16"
rial ue, non reflective and constructed of permanent, highly durable materials	Painted Aluminum

	Complies
	Complies
	Complies
	Complies



54 NOLL ST.

PROJ. FRESH FOOD
TITLE: 54 NOLL STREET
NEW MIXED DEVELOPMENT

SEAL

SCALE: SEE DWG.

DWG DATE: 11/14/2019

DRAWING NAME:

TRANSPARENCY
REQUIREMENT & SIGNAGE

DRAWING NO.:

FFA-202

PAGE: 5 OF: 5

PROJECT NO.: 1568.02

EXHIBIT W

Assignment Agreement

Attached

ASSIGNMENT AGREEMENT BY AND AMONG ACI VI DENIZEN LLC, MREF REIT LENDER 9 LLC AND MISHMERET TRUST SERVICES LIMITED, SOLELY IN ITS CAPACITY AS TRUSTEE FOR THOSE CERTAIN HOLDERS OF SERIES E BONDS

This Assignment Agreement is entered into by and among ACI VI Denizen LLC ("ACI"), MREF REIT Lender 9 LLC ("Mezz Lender") Mishmeret Trust Services Limited, solely in its capacity as Trustee for those certain and Holders of Series E Bonds ("Series E Bondholders", hereinafter collectively referred to as the "Parties") on _____, 2021 ("Assignment Agreement"), and shall be effective upon the Series E Bondholder Approval and Mezz Lender Approval as documented in the Executed RSA in accordance with section 9.1.7 of the Purchase Agreement.[1]

WHEREAS, prior to the execution of this Assignment Agreement, ACI has executed the Agreement of Purchase and Sale (the "Purchase Agreement") with Evergreen Gardens I LLC ("Seller I") and Evergreen Gardens II LLC ("Seller II", together with Seller I, the "Sellers") for the purchase of the land and building located at 123 Melrose Street, in the Borough of Brooklyn, Count of Kings, City and State of New York, and for the purchase of the land and building located at 54 Noll Street, in the Borough of Brooklyn, County of Kings, City and State of New York (together, the "Properties") for the purchase price of $506 million (the "Purchase Price");

WHEREAS, pursuant to the Purchase Agreement, ACI's obligations to perform are conditioned upon the Effective Date (defined below) occurring;

WHEREAS, pursuant to the Purchase Agreement, the Sellers are required to commence cases under chapter 11, title 11, of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") to consummate the sale of the Properties to ACI through one or more confirmed chapter 11 plan(s) under the Bankruptcy Code;

WHEREAS, each of the Mezz Lender and Series E Bondholders (each, an "Assignor" and together, the "Assignors") will benefit financially either directly or as a fiduciary if the sale of the Properties to ACI is consummated and have a financial interest in providing an incentive to ACI to consummate the transactions contemplated in the Purchase Agreement;

WHEREAS, as an incentive for ACI to enter into the Purchase Agreement, the Mezz Lender and Series E Bondholders agreed to support a motion to be filed in the Bankruptcy Court to provide the Purchaser the right to receive the Break-Up Fee, Expense Reimbursement and other protections (the "Bid Protections Order") should the Sellers engage in a Sellers-Prohibited Act;

WHEREAS, during the Gap Period (as defined below), ACI will not have the protections offered under the Bid Protections Order in the event of a Sellers-Prohibited Act;

WHEREAS, the protections provided by this Assignment Agreement are intended to reduce the risks to ACI of Sellers-Prohibited Acts occurring during the Gap Period;

[1] Defined terms herein not otherwise defined shall have the same meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Effective Date. This Assignment Agreement shall become effective upon the Series E Bondholder Approval and Mezz Lender Approval as documented in the Executed RSA as such shall be obtained in accordance with the requirements and deadlines set forth in Section 9.1.7 of the Purchase Agreement (the "Effective Date"). For purposes hereof, the "Gap Period" shall be the period between the Effective Date and the date of the first Termination Event (defined below).

2. Non-Solicitation. During the Gap Period, each Assignor agrees that it shall not market, solicit or respond to offers for or provide due diligence information with respect to the Properties, or negotiate with any party other than ACI with respect to the possible sale of all or any part of the Properties (subject in each case to applicable fiduciary duties of Mezz Lender and the Series E Bondholders with respect to unsolicited expressions of interest**,** offers or bids and any Bankruptcy Court order that might be entered providing for or requiring a marketing and auction process). Assignors' duties under this Section 2 shall expire upon the earlier to occur of the termination of the Purchase Agreement in accordance with its terms and the termination of the Executed RSA in accordance with its terms.

3. Assignment of Assigned Proceeds. In the event of a Sellers-Prohibited Act during the Gap Period, the sale proceeds, up to the amount of the Break-up Fee, in excess of what the Assignors (or any of their respective heirs, assignees, designees, creditors, or affiliates) would have received upon consummation of the transactions contemplated under the Purchase Agreement, are hereby irrevocably assigned to ACI, and such assigned proceeds shall be the sole, absolute and permanent property of ACI (such amount, in the aggregate, is the "Assigned Proceeds"). Each Assignor's several (but not joint) obligation for payment to ACI of its share of the Assigned Proceeds shall be proportionate to such Assignor's agreed share of the total amount of the sale proceeds (as agreed by and among Mezz Lender and Series E Bondholders prior to the date hereof) in excess of what the Assignors (or any of their respective heirs, assignees, designees, creditors, or affiliates) would have received upon consummation of the transactions contemplated under the Purchase Agreement.

4. Obligation Absolute. The obligation of each Assignor to pay its applicable share of the Assigned Proceeds to ACI shall be unconditional and absolute and shall be paid to ACI upon the receipt of proceeds from closing of any transaction(s) associated with a Sellers-Prohibited Act during the Gap Period.

5. Termination. Provided the obligation to pay ACI the Assigned Proceeds has not already accrued, the obligation herein to pay the Assigned Proceeds to ACI shall expire and terminate upon the earliest of (i) termination of the Purchase Agreement; (ii) entry of the Bid Protections Order; (iii) entry of a modified Bid Protections Order; (iv) entry of an order by the Bankruptcy Court denying Sellers' motion for entry of the Bid Protections Order; and (v) thirty-five (35) days from the Effective Date (each, a "Termination Event").

6. Severability. The provisions of this Assignment Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment Agreement in any jurisdiction.

7. Amendments. This Assignment Agreement may only be modified, supplemented or amended by written agreement signed by all the Parties.

8. Entire Agreement. This Assignment Agreement integrates all of the terms and conditions with respect to the Properties and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

9. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Assignment Agreement. This Assignment Agreement may be executed in counterparts by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

10. Governing Law and Jurisdiction. This Assignment Agreement will be governed by and construed in accordance with New York law, without regard to conflict-of-laws principles, and each Party submits to the personal jurisdiction of the Courts of the State of New York.

11. Waiver of Jury Trial. PARTIES HERETO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR RELATING TO OR ARISING FROM THE RELATIONSHIP WHICH IS THE SUBJECT OF THIS ASSIGNMENT AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. Legal Counsel; Negotiated Documents. Each Party hereby represents and warrants to the others Party that they have had the opportunity to consult with, and receive advice from, legal counsel of their choice with respect to this Assignment Agreement (and all documents related hereto), or they have had an opportunity to consult with legal counsel of their choice and have made the decision not to consult with legal counsel. Without limiting the forgoing, each of the Parties hereby acknowledges and agrees that: (a) the terms of this Assignment Agreement (and all documents related hereto, if any) were negotiated by and among the Parties at arm's-length; and (b) such Party has legal and business options available to it other than the execution and delivery of this Assignment Agreement but has nonetheless decided to execute this Assignment Agreement and has done so voluntarily and without duress.

13. Time of Essence. Time is of the essence with respect to this Assignment Agreement.

In witness whereof, this Assignment Agreement has been executed by the Parties hereof.

ACI VI Denizen LLC

By:_____

MREF REIT Lender 9 LLC

By:_____

MISHMERET TRUST SERVICES LIMITED,

In its capacity as Trustee for the Series E Bondholders

By:_____

By:_____

ASSIGNMENT AGREEMENT BY AND AMONG ACI VI DENIZEN LLC, MREF REIT LENDER 9 LLC AND MISHMERET TRUST SERVICES LIMITED, SOLELY IN ITS CAPACITY AS TRUSTEE FOR THOSE CERTAIN HOLDERS OF SERIES E BONDS

This Assignment Agreement is entered into by and among ACI VI Denizen LLC ("ACI"), MREF REIT Lender 9 LLC ("Mezz Lender") Mishmeret Trust Services Limited, solely in its capacity as Trustee for those certain and Holders of Series E Bonds (the "Series E Trustee", hereinafter collectively referred to as the "Parties") on August 31, 2021 ("Assignment Agreement"), and shall be effective upon the Series E Trustee and Mezz Lender executing a restructuring support agreement (the "RSA") supporting the transactions contemplated under the Purchase Agreement (defined below).[1] This Assignment Agreement supersedes all prior agreements relating to the subject matter of this Assignment Agreement, and any such prior agreement shall be deemed null and void and unenforceable.

WHEREAS, prior to the execution of this Assignment Agreement, ACI has executed the Agreement of Purchase and Sale (the "Purchase Agreement") with Evergreen Gardens I LLC ("Seller I") and Evergreen Gardens II LLC ("Seller II", together with Seller I, the "Sellers") for the purchase of the land and building located at 123 Melrose Street, in the Borough of Brooklyn, Count of Kings, City and State of New York, and for the purchase of the land and building located at 54 Noll Street, in the Borough of Brooklyn, County of Kings, City and State of New York (together, the "Properties") for the purchase price of $506 million (the "Purchase Price");

WHEREAS, pursuant to the Purchase Agreement, ACI's obligations to perform are conditioned upon the Effective Date (defined below) occurring;

WHEREAS, pursuant to the Purchase Agreement, the Sellers are required to commence cases under chapter 11, title 11, of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") to consummate the sale of the Properties to ACI through one or more confirmed chapter 11 plan(s) under the Bankruptcy Code;

WHEREAS, each of the Mezz Lender and Series E Trustee (each, an "Assignor" and together, the "Assignors") will benefit financially either directly or as a fiduciary if the sale of the Properties to ACI is consummated and have a financial interest in providing an incentive to ACI to consummate the transactions contemplated in the Purchase Agreement;

WHEREAS, as an incentive for ACI to enter into the Purchase Agreement, the Mezz Lender and Series E Trustee agreed to support a motion to be filed in the Bankruptcy Court to provide the Purchaser the right to receive the Break-Up Fee, Expense Reimbursement and other protections (the "Bid Protections Order") should the Sellers engage in a Sellers-Prohibited Act;

WHEREAS, during the Gap Period (as defined below), ACI will not have the protections offered under the Bid Protections Order in the event of a Sellers-Prohibited Act;

---

[1] Defined terms herein not otherwise defined shall have the same meanings ascribed to them in the Purchase Agreement.

WHEREAS, the protections provided by this Assignment Agreement are intended to reduce the risks to ACI of Sellers-Prohibited Acts occurring during the Gap Period;

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Effective Date. This Assignment Agreement shall become effective upon the Series E Trustee and Mezz Lender executing the RSA (the "Effective Date"). For purposes hereof, the "Gap Period" shall be the period between the Effective Date and the date of the first Termination Event (defined below).

2. Non-Solicitation. During the Gap Period, each Assignor agrees that it shall not market, solicit or respond to offers for or provide due diligence information with respect to the Properties, or negotiate with any party other than ACI with respect to the possible sale of all or any part of the Properties (subject in each case to applicable fiduciary duties of Mezz Lender and the Series E Trustee with respect to unsolicited expressions of interest, offers or bids and any Bankruptcy Court order that might be entered providing for or requiring a marketing and auction process). Assignors' duties under this Section 2 shall expire upon the earlier to occur of the termination of the Purchase Agreement in accordance with its terms and the termination of the Executed RSA in accordance with its terms.

3. Assignment of Assigned Proceeds. In the event of a Sellers-Prohibited Act during the Gap Period, the sale proceeds, up to the amount of the Break-up Fee, in excess of what the Assignors (or any of their respective heirs, assignees, designees, creditors, or affiliates) would have received upon consummation of the transactions contemplated under the Purchase Agreement, are hereby irrevocably assigned to ACI, and such assigned proceeds shall be the sole, absolute and permanent property of ACI (such amount, in the aggregate, is the "Assigned Proceeds"). Each Assignor's several (but not joint) obligation for payment to ACI of its share of the Assigned Proceeds shall be proportionate to such Assignor's Agreed Proportion (as defined in the RSA) of the total amount of the sale proceeds in excess of what the Assignors (or any of their respective heirs, assignees, designees, creditors, or affiliates) would have received upon consummation of the transactions contemplated under the Purchase Agreement.

4. Obligation Absolute. The obligation of each Assignor to pay its Agreed Portion of the Assigned Proceeds to ACI shall be unconditional and absolute and shall be paid to ACI upon the receipt of proceeds from closing of any transaction(s) associated with a Sellers-Prohibited Act during the Gap Period.

5. Termination. Provided the obligation to pay ACI the Assigned Proceeds has not already accrued, the obligation herein to pay the Assigned Proceeds to ACI shall expire and terminate upon the earliest of (i) termination of the Purchase Agreement; (ii) entry of the Interim Bid Protections Order; (iii) entry of the Interim Bid Protections Order is denied with prejudice; (iv) entry of Bid Protections Order; (v) entry of a modified Bid Protections Order; (vi) entry of an

order by the Bankruptcy Court denying Sellers' motion for entry of the Bid Protections Order; and (vii) thirty-five (35) days from the Effective Date (each, a "Termination Event").

6. Severability. The provisions of this Assignment Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment Agreement in any jurisdiction.

7. Amendments. This Assignment Agreement may only be modified, supplemented or amended by written agreement signed by all the Parties.

8. Entire Agreement. This Assignment Agreement integrates all of the terms and conditions with respect to the Properties and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

9. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Assignment Agreement. This Assignment Agreement may be executed in counterparts by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

10. Governing Law and Jurisdiction. This Assignment Agreement will be governed by and construed in accordance with New York law, without regard to conflict-of-laws principles, and each Party submits to the personal jurisdiction of the Courts of the State of New York.

11. Waiver of Jury Trial. PARTIES HERETO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT OR RELATING TO OR ARISING FROM THE RELATIONSHIP WHICH IS THE SUBJECT OF THIS ASSIGNMENT AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12. Legal Counsel; Negotiated Documents. Each Party hereby represents and warrants to the others Party that they have had the opportunity to consult with, and receive advice from, legal counsel of their choice with respect to this Assignment Agreement (and all documents related hereto), or they have had an opportunity to consult with legal counsel of their choice and have made the decision not to consult with legal counsel. Without limiting the forgoing, each of the Parties hereby acknowledges and agrees that: (a) the terms of this Assignment Agreement (and all documents related hereto, if any) were negotiated by and among the Parties at arm's-length; and (b) such Party has legal and business options available to it other than the execution and delivery

of this Assignment Agreement but has nonetheless decided to execute this Assignment Agreement and has done so voluntarily and without duress.

13. Time of Essence. Time is of the essence with respect to this Assignment Agreement.

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[SIGNATURE PAGE TO FOLLOW]

In witness whereof, this Assignment Agreement has been executed by the Parties hereof.

MREF REIT Lender 9 LLC

By:_____
Kevin Culliinan
Authorized Representative

MISHMERET TRUST SERVICES LIMITED,

In its capacity as Trustee for the Series E Bondholders

By:_____

By:_____

In witness whereof, this Assignment Agreement has been executed by the Parties hereof.

MREF REIT Lender 9 LLC

By:_____

MISHMERET TRUST SERVICES LIMITED,

In its capacity as Trustee for the Series E Bondholders

By: Ram Sela-Tzuba

Mishmeret Trust Company LTD

By: Ramy Kotzer - partner

ACI VI DENIZEN LLC

By: _____
Name: Jeffrey A. Goldberger
Title: Authorized Signatory

By: _____
Name: Andrew B. Cohen
Title: Authorized Signatory

GWFG DRAFT 9/1/2021 v2

SECOND AMENDMENT TO AGREEMENT
OF PURCHASE AND SALE

THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "**Amendment**") is dated as of September 1, 2021 (the "**Amendment Date**") by and between EVERGREEN GARDENS I LLC, a limited liability company ("**Seller 1**") and EVERGREEN GARDENS II LLC, a limited liability company ("**Seller 2**"; and together with Seller 1, each a "**Seller**"; and collectively, "**Sellers**"), each having an address c/o All Year Holdings Limited, 199 Lee Avenue, Suite #693, Brooklyn, New York 11233 and ACI VI DENIZEN LLC, a Delaware limited liability company, having an address c/o Atlas Capital Group, LLC, 40 West 57th Street, 29th Floor, New York, New York 10019 ("**Purchaser**").

RECITALS

A. Pursuant to that certain Agreement of Purchase and Sale dated as of August 2, 2021 (the "**Original Agreement**"), as amended by amendment dated August 19, 2021 (the "**First Amendment**", and together, the "**Agreement**"), Sellers agreed to sell and Purchaser agreed to purchase the real property with improvements thereupon commonly known as (i) 123 Melrose Street, Brooklyn, New York and (ii) 54 Noll Street, Brooklyn, New York, each as described more fully in the Agreement.

B. Pursuant to the First Amendment, Sellers have obtained the Series E Bondholder Approval and the Assignment Agreement has been executed and delivered.

C. Sellers have obtained (i) the Series E Bondholder Approval (as such term is defined in the Agreement) and Mezz Lender Approval (as such term is defined in the Original Agreement), and documented in the Executed RSA, and (ii) the Assignment Agreement, as defined in the Agreement, executed by the Series E Bondholder and Mezz Lender (as such term is defined in the Original Agreement).

D. Sellers and Purchaser hereto desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to such terms in the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the original Agreement, the terms of this Amendment shall control.

2. Section 9.1.7 of the Agreement, as amended, shall be deleted in its entirety, and replaced with the following:

"On or before the Amendment Date, each of the Sellers has obtained the Series E Bondholder Approval and Mezz Lender Approval (each defined below), evidenced by delivery to Purchaser of the Executed RSA (defined below), consenting to the sale to Purchaser pursuant to the terms of this Agreement and to the execution by MREF REIT Lender 9 LLC and Mishmeret Trust Services, Limited, in its capacity as Trustee on behalf of the holders of the Series E Bonds, to that certain assignment agreement among such parties and Purchaser, substantially in the form attached hereto as **Exhibit W** (it being understood that each of MREF REIT Lender 9 LLC and Mishmeret Trust Services, Limited, in its capacity as Trustee on behalf of the holders of the Series E Bonds may execute separate agreements; collectively, the "Assignment Agreement"). On or before September 14, 2021, each of the Sellers shall commence the Seller Bankruptcy Proceedings. On or before September 14, 2021, the Sellers shall file a motion (the "Bid Protections Motion") with the Bankruptcy Court seeking entry of interim and final orders approving the payment of the Break-Up Fee and the Expense Reimbursement (as hereinafter defined), in a form of final order substantially similar to **Exhibit R** attached hereto (the "Final Bid Protections Order"). The Bid Protections Motion will request, among other thing, that the Court approve the Bid Protections on an interim basis (such interim order, the "Interim Bid Protections Order") pending a hearing to consider entry of the Final Bid Protections Order. Within two (2) Business Days of written notice to Purchaser of the earlier of (i) entry of the Interim Bid Protections Order and (ii) entry of the Final Bid Protections Order, Purchaser shall cause to be deposited with Escrow Agent the Second Additional Downpayment as set forth at Section 3.2.3. If (A) the Sellers fail to commence the Seller Bankruptcy Proceedings on or before September 14, 2021, (B) the Interim Bid Protections Order is not entered on or before September 21, 2021 or (C) the Final Bid Protections Order is not entered on or before October 5, 2021, Purchaser may terminate this Agreement, whereupon the Initial Downpayment, the First Additional Downpayment and/or the Second Additional Downpayment as the case may be shall promptly be refunded by Escrow Agent to Purchaser, Sellers shall pay to Purchaser the Expense Reimbursement, and the parties shall have no further obligation to each other except for those obligations intended to survive the termination of this Agreement. If Purchaser elects to not terminate, it will retain the right to terminate until such time as the Interim Bid Protections Order or the Final Bid Protections Order is entered, (provided that upon entry of the Final Bid Protections Order Purchaser shall have no further right to terminate this Agreement in accordance with this Section 9.1.7, notwithstanding if or when the Interim Bid Protections Order was entered (if at all)), and the Outside Date shall be extended by the number of days in addition to the number of days needed to obtain Bankruptcy Court approval of the Final Bid Protections Order (but in no event later than the Extended Outside Date (as hereinafter defined)). If Purchaser elects to no longer wait for the Bankruptcy Court to enter the Interim Bid Protections Order from and after September 22, 2021 (provided the Final Bid Protections Order has not been issued prior to such termination) Purchaser may terminate this Agreement in accordance with this Section 9.1.7 upon two (2) Business Days' notice to Sellers provided such termination notice is delivered on or prior to September 23, 2021, time being of the essence. If Purchaser elects to no longer wait for the Bankruptcy Court to enter the Final Bid Protections Order from and after October 6, 2021, Purchaser may terminate this Agreement in accordance with this Section 9.1.7 upon five (5) Business Days' notice to Sellers, time being of the essence. If the Final Bid Protections Order is rejected by the Bankruptcy Court, then Purchaser shall make its election to terminate this Agreement in accordance with this Section 9.1.7 within five (5)

Business Days after notice of the issuance of such order rejecting the Final Bid Protections Order, time being of the essence.

3. A new Sections 9.1.12 is hereby added to the Agreement and shall read in its entirety as follows:

"On or before September 14, 2021, Sellers shall commence solicitation for acceptance of the Chapter 11 Plan from all of the Sellers' known secured and unsecured creditors that are impaired and entitled to vote to accept or reject the Chapter 11 Plan."

4. The first sentence of Section 3.2.3 of the Original Agreement is hereby deleted and replaced with:

"TEN MILLION AND 00/100 ($10,000,000.00) DOLLARS (the "Second Additional Downpayment") within two (2) Business Days of notice of entry of the earlier of (i) the Interim Bid Protections Order (as defined herein) and (ii) the Final Bid Protections Order (as defined herein) by federal funds wire transfer to an escrow account of Escrow Agent."

5. The Original Agreement is hereby amended, *mutatis mutandi*, by replacing the words "Bid Protections Order" (i) in each of Sections 7.1.1, 7.1.3, 8.2, 35.1(d), 35.2(d) and 36.1 with "Final Bid Protections Order", and (ii) in Section 35.2(c) with "Interim Bid Protections Order or Final Bid Protections Order".

6. Section 2 of the First Amendment is hereby deleted in its entirety.

7. Reaffirmation of Agreement. Except as expressly amended by this Amendment, the Agreement remains in full force and effect and is hereby ratified and reaffirmed in its entirety.

7. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed electronically, including facsimile transmission and by way of email (i.e., TIF, JPG, PDF), and all such signatures shall be deemed originals for all purposes.

8. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Date.

SELLERS:

Evergreen Gardens I LLC
By: Evergreen Gardens Mezz LLC, its manager
By: All Year Holdings LLC, its manager
By: All Year Holdings Limited, its manager

By: _____
Name: Asaf Ravid
Title: Authorized Signatory

By: _____
Name: Ephraim Diamond
Title: Authorized Signatory

Evergreen Gardens II LLC
By: Evergreen Gardens Holdings II LLC, its manager
By: All Year Holdings LLC, its manager
By: All Year Holdings Limited, its manager

By: _____
Name: Asaf Ravid
Title: Authorized Signatory

By: _____
Name: Ephraim Diamond
Title: Authorized Signatory

PURCHASER:

ACI VI DENIZEN LLC

By: _____
Name: Jeffrey A. Goldberger
Title: Authorized Signatory

By: _____
Name: Andrew B. Cohen
Title: Authorized Signatory

EXHIBIT D

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC

Claims Recovery Summary

	Chapter 11 Atlas Sale		Chapter 7 Atlas Sale		Chapter 7 New Buyer	
	EG I	EG II	EG I	EG II	EG I	EG II
1st Priority Secured Claims	100.0%	92.8%	100.0%	83.2%	100.0%	76.2%
Other Secured Claims	100.0%	0%	100.0%	0%	39.7%	0%
General Unsecured Claims	100.0%	0%(1)	100.0%	0%(1)	0%(3)	0%(1)
Equity(2)	54.8%	0%	42.5%	0%	0%	0%

Notes:

1) Recovery is uncertain and depends upon the results of litigation

2) Equity recovery is net of EG I funding Weil Fees for EGM case.

3) The assumed recovery is likely to be less than 1% and would be based on Chapter 5 avoidance action recoveries, which at this point are unknown.

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC
Chapter 11 Distribution of Sale Proceeds Assumptions

Chapter 11 Distribution of Sale Proceeds Assumptions	
Line item	**Comments**
General assumptions	Evergreen Gardens I LLC and Evergreen Gardens II LLC file for bankruptcy on September 14, 2021
Gross Proceeds at Closing	Purchase is consummated by Atlas Capital Group, LLC on the basis of the structure included in the executed Purchase Sale Agreement, dated August 2, 2021
Closing Costs	
Meridian Capital Group Brokerage	Per the terms of the Meridian Engagement Agreement, 0.40% of the gross sale price
Transfer Taxes	No transfer taxes are contemplated in this transaction structure
Ending Cash per Budget	Projected ending cash balances at Effective Date, net of the assignment of the remaining security deposit balances which are assumed to be transferred to the Buyer
Administrative Expense Claims	
Pre Effective Date unpaid accrued professional fees	Unpaid accrued professional fees which include legal advisors, debtor advisors, and claims agent Weil's EGM Chapter 11 fees have been included under the payment assumptions contain in the EG I and EGII bankruptcy process
Pre Effective Date Other administrative fees	EG II pays all Post Petition expenses in 13 weeks; EG I has and is approved for critical vendor payments (for certain Prepetition AP obligations)
Post Effective Date Operating Expenses	Amount to be funded into escrow at the Effective Date. Estimated operating expenses for any normal course activity incurred thru the Effective Date based on the extended 26 week budget.
Post Effective Date fees (*Professionals*)	Amount to be funded into escrow at the Effective Date. Cost allocation assumptions between EG I and EG II are driven by the estimation of the anticipated work on EG I related to Plan Administrator's process. It is estimated that the incurred fees will therefore be EG I 80% and EG II 20%. (This allocation is based on the assumption that the Plan Administrator and his/her professionals will bill the individual entity to the extent a process or workstream is specific to that entity).
Accrued UST fees (Incurred Pre/Post Effective Date thru final order)	Amount to be funded into escrow at the Effective Date. Sale proceeds provide for UST cap to be applicable in Q4, 2021 and it is assumed that the remaining distributable assets are subject to the Q1, 2022 0.8% UST Fee
Other Administrative Expenses	Amount to be funded into escrow at the Effective Date. Other present estimated run rates forecasted until the Effective Date.
Final DIP Pay Off	Projected DIP balance at the Effective Date (assumed to be at week 19), January 21, 2021
1st Priority Secured Claims	Calculated based on Loan Bal Summary, subject to final payoff statement
Post-Petition Interest on 1st Priority Secured Claims	JPMC default rate of 5% for calculation on gross amount (Non-default interest rate is assumed to be paid during 13 weeks)
Other Secured Claims	
Mechanics Liens (Secured)	EG I: fully filed amounts assumed herein; company records do show lower liability amounts - expected to be reconciled during Plan Administration process.
Post-Petition Interest on Mechanics Liens (Secured)	EG I Only : NY statutory rate (9%) simple annual thru Effective Date
General Unsecured Claims	
Bondholders' (Deficiency claim)	Difference between the net sales proceed of $248.5M and $267.6M Bond Series E balance
Mechanics Liens (Unsecured)	Categorized into the general unsecured claims due to assumption that there is insufficient proceeds to fully satisfy 1st Priority Secured claims.
Prorations & Settlements	$1.8M estimation based on $750/unit/year since the inception
PSA Settlement	The claim being jointly and severally liable by both debtors
Pre-Petition Accounts Payable	Balances are current as of 9/2/2021
Post-Petition Interest on General Unsecured Claims	EG I Only; Assumed 0.07%. Per federal judgment rate, since July, 2021 the rate has fluctuated between 0.07% and 0.08%.
Equity	
Equity Holders	Equity = EGM. Recovery to Mack is net of any EGM admin expenses or other claims. The balance includes accrued and default interest + forbearance fee thru the EGM Petition Date (2/21/21)

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC
Chapter 11 Distribution of Sale Proceeds

$'s in Actuals

Sources and Uses	EG I	EG II	Total (EG I & EG II)
Gross Proceeds at Closing (Purchase Price)	**$ 256,795,000**	**$ 249,205,000**	**$ 506,000,000**
Sale Percentage Allocation	*50.75%*	*49.25%*	*100.00%*
Transaction Closing Costs:			
Meridian Capital Group Brokerage	(1,027,180)	(996,820)	(2,024,000)
Transfer Taxes	-	-	-
Transaction Total Closing Costs:	**$ (1,027,180)**	**$ (996,820)**	**$ (2,024,000)**
Cash Available from Sale Proceeds	**255,767,820**	**248,208,180**	**503,976,000**
Plus: Ending Cash per DIP Budget (as projected)	492,794	1,937,962	2,430,756
Total Cash Available for Distribution	**$ 256,260,614**	**$ 250,146,142**	**$ 506,406,756**
Administrative Expense Claims			
Pre Effective Date unpaid accrued professional fees [1]	(721,802)	(649,854)	(1,371,656)
Pre Effective Date Other administrative fees	(159,064)	-	(159,064)
Post Effective Date Operating Expenses (Escrowed)	(586,427)	(648,779)	(1,235,206)
Post Effective Date fees (Professionals) (Escrowed)	(632,000)	(158,000)	(790,000)
Plan Administrator / Support Staff	*(312,000)*	*(78,000)*	*(390,000)*
Legal Counsel to Plan Administrator	*(200,000)*	*(50,000)*	*(250,000)*
Accountant / Tax	*(80,000)*	*(20,000)*	*(100,000)*
Claims agent	*(40,000)*	*(10,000)*	*(50,000)*
Accrued UST fees (incurred Pre/Post Effective Date thru entry of final order) (Escrowed) [2]	(751,293)	(250,000)	(1,001,293)
Other Administrative Expenses (Escrowed)	(50,000)	(50,000)	(100,000)
Total Administrative Expense Claims	**(2,900,585)**	**(1,756,633)**	**(4,657,218)**
Net Available Cash	**$ 253,360,029**	**$ 248,389,510**	**$ 501,749,538**
Final DIP Pay Off	(6,797,602)	-	(6,797,602)
Net Available Cash	**$ 246,562,426**	**$ 248,389,510**	**$ 494,951,936**
1st Priority Secured Claims	(183,564,709)	(267,606,793)	(451,171,502)
% 1st Priority Secured Claims Recovery	**100.00%**	**92.82%**	
Accrued and unpaid Lender Professional Fees	(515,000)	-	(515,000)
Post-Petition Interest - EG I	(3,243,815)	-	(3,243,815)
Total 1st Priority Secured Claims	(187,323,524)	(267,606,793)	(454,930,317)
Net Available Cash	**$ 59,238,903**	**$ (19,217,283)**	**$ 40,021,620**
Other Secured Claims			
Mechanics Liens (Secured)	(10,389,950)	-	(10,389,950)
Post-Petition Interest - EG I	(330,486)	-	(330,486)
Total Other Secured Claims	**$ (10,720,436)**	**$ -**	**$ (10,720,436)**
% Other Secured Claims Recovery	**100.00%**	**0.00%**	
Net Available Cash	**$ 48,518,467**	**$ (19,217,283)**	**$ 29,301,184**
General Unsecured Claims			
Bondholders' (Deficiency claim)	-	(19,217,283)	(19,217,283)
Mechanics Liens (Unsecured) [3]	-	(7,138,641)	(7,138,641)
Prorations & Settlements	(913,500)	(886,500)	(1,800,000)
PSA Settlement	(6,000,000)	-	(6,000,000)
Pre-Petition Accounts Payable	(1,657,762)	(534,651)	(2,192,413)
Intercompany transfer to Parent	(2,162,822)	-	(2,162,822)
Post-Petition Interest EG - I	(2,656)	-	(2,656)
Total General Unsecured Claims	**$ (10,736,739)**	**$ (27,777,074)**	**$ (38,513,814)**
% General Unsecured Claims Recovery	**100.00%**	**0.00%**	
Net Available Cash/ (Shortfall)	**$ 37,781,727**	**$ (46,994,357)**	**$ (9,212,630)**
PSA Contribution from the Bondholders	2,364,000	(2,364,000)	-
Net Available Cash/ (Shortfall)	**$ 40,145,727**	**$ (49,358,357)**	**$ (9,212,630)**
Equity			
Equity Holders	(73,289,583)		(73,289,583)
Total Equity	**$ (73,289,583)**	**$ -**	**$ (73,289,583)**
Net Available Cash/ (Shortfall)	(33,143,856)	(49,358,357)	(82,502,213)
% Equity Recovery	**54.78%**	**0.00%**	

Notes:

1) Weil Gotshal & Manges LLP's EGM Chapter 11 fees have been included under the payment assumptions contain within the EG I and EGII bankruptcy process and paid pursuant to those debtor's fee application schedules.

2) It is assumed that EG I funds EGM's professional fee obligations, as well as the UST related fees for those disbursements.

3) The Mechanics' liens at EG II are separated from Other Secured claims for the purposes of the liquidation analysis, as it is assumed that these claims would be categorized as general unsecured claims due to insufficient proceeds to fully satisfy the 1st Priority Secured creditors.

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC

Chapter 11 Distribution of Sale Proceeds (Loan Balance Summary)

$'s in Actuals

Secured Loan Balances	EG I		EG II	Total (EG I & EG II)	Notes
Outstanding Loan Balances as of 9/14/2021*	**JP Morgan**	**Mack**	**Bond Series E**	**Combined**	Mack claim is as of the EGM Petition Date (2/21/21)
Principal	$170,000,000	$65,000,000	$252,381,508	$487,381,508	
Accrued / Unpaid Interest	-	6,061,163	10,790,174	16,851,336	JPMC Mortgage shortfall ($308,987) to be paid on Week 2
Default Interest	15,677,778	1,578,420	4,435,111	21,691,310	EG I has been in default since 11/20/19.
Remaining Escrow Balance	(2,504,772)	-	-	(2,504,772)	
Loan admin and servicing fees	-	-	-	-	Unpaid JPMC loan servicing fees ($14,900) to be paid on Week 2
Lender Forbearance Fee	-	650,000	-	650,000	
Estimated interest for stub period (Dec 2021)	391,704			391,704	
Total Loan Balances	**183,564,709**	**73,289,583**	**267,606,793**	**524,461,085**	**Subject to final payoff statement**
Interest Rate	*5.50%*	*12.70%*	*4.00%*		
Default Interest Rate	*5.00%*	*5.00%*	*3.00%*		

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC

Chapter 7 Liquidation Assumptions

Chapter 7 Liquidation Analysis Assumptions		
Line Item	**Chapter 7 - Atlas Sale**	**Chapter 7 - New Buyer Sale**
	Assumes the Atlas is the Buyer in Chapter 7 process	Assumes a new buyer in Chapter 7 process
General assumptions	Petition to Confirmation : 13 Weeks Confirmation to Effective/Sale Close : 6 Weeks Dissolution (Post Effective) : 13 Weeks (Wind Down)	Petition to Confirmation : 26 Weeks Confirmation to Effective/Sale Close : 6 Weeks Dissolution (Post Effective) : 13 Weeks (Wind Down)
Sales Price	Per Current PSA with Atlas under Chapter 11 Process with 5% discount	Utilized market comparable rate ($485/SF) x 1.3 for amenity and opportunity premium
Estimated hold time	3 Months	6 Months
Rental Receipts/ Disbursements	Based on DIP budget (13 weeks period)	Based on DIP budget (26 weeks period)
Background	*Based on the discussions with Meridian Capital Group on 09/06/20* Liquidation analysis assumes that a potential buyer would not break these buildings apart as separate sale transaction as they are considered a single asset by H.P.D. Both buildings are tied to the same agreement on an 80/20 split between market/affordable housing guidelines. To split and re-assign status for each building, it requires H.P.D. approval at the sate level which could take substantial additional time (3-6 months) that likely would not be feasible.	
Other Expenses		
Transfer Taxes	City 2.625% + State .65%	
Chapter 7 Trustee Fees	Per statute under Section 326(a) of the Bankruptcy Code, without consideration for approval under reasonableness standard	
Trustee Professionals' Fees	Assumes the Trustee is an attorney and S/(He) hires one person to address the financials and operations @$695 /HR: also includes trustee's counsel at an estimated $50K/month	
Commissions on sale	Based on current investment banking fee rate (0.4% of Sales Price) assumed to be market for property sale.	
Final DIP Pay Off	Projected DIP balance at the Effective Date (assumed to be at week 13), December 10, 2021	
1st Priority Secured Claims	Calculated based on Loan Bal Summary, subject to final payoff statement	
Post-Petition Interest on 1st Priority Secured Claims	JPMC default rate of 5% for calculation on gross amount (non-default interest rate is assumed to be paid during 13 weeks)	
PSA Contribution from the Bondholders	Remaining balance due under PSA - Bondholders funds EG I to cover full $6M claim. (Not from sale proceeds)	
Other Secured Claims		
Mechanics Liens (Secured)	EG I: fully filed amounts assumed herein; company records do show lower liability amounts - expected to be reconciled by Trustee in liquidation process.	
Post-Petition Interest on Mechanics Liens (Secured)	NY statutory rate (9%) simple annual thru Effective Date	
General Unsecured Claims		
Bondholders' (Deficiency claim)	Difference between the net sales proceed of $248.5M and $267.6M Bond Series E balance	
Mechanics Liens (Unsecured)	Categorized into the general unsecured claims due to assumption that there is insufficient proceeds to fully satisfy 1st Priority Secured claims.	
Prorations & Settlements	$1.8M estimation based on $750/unit/year since the inception	
PSA Settlement	The claim being jointly and severally liable by both debtors	
Pre-Petition Accounts Payable	Balances are current as of 9/2/2021	
Post-Petition Interest on General Unsecured Claims	Assumed 0.07%. Per federal judgment rate, since July, 2021 the rate has fluctuated between 0.07% and 0.08%	

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC
Chapter 7 - Atlas Sale

LIQUIDATION ANALYSIS: ASSUMPTION: ATLAS REMAINS BUYER

9/13/2021		EG I	EG II	Total
Sales Price Per Current PSA with Atlas under Chapter 11 Process		256,795,000	249,205,000	506,000,000
		50.8%	*49.3%*	*100.0%*
Estimated Price if Atlas Purchases Through Chapter 7 Process:				
Assumed Discount	5.00%	(12,839,750)	(12,460,250)	(25,300,000)
Revised Estimated Sale Price		**$ 243,955,250**	**$ 236,744,750**	**$ 480,700,000**
Estimated hold time: 3 months				
Rental Receipts				
Rental income and related income		2,218,812	3,249,241	5,468,053
Concession Credits		(355,374)	(485,758)	(841,132)
Refund of Security deposits		(154,082)	(171,291)	(325,373)
Rental Receipts		**1,709,356**	**2,592,193**	**4,301,549**
Disbursements				
Management Fees Expense		156,105	99,590	255,695
Utilities and related		105,228	116,614	221,842
Maintenance & Repairs Expense		179,248	230,910	410,157
Insurance Expense		96,583	77,733	174,316
Outside services (building staff)		317,017	230,632	547,649
Real Estate Taxes		35,476	-	35,476
Brokerage related		17,588	67,119	84,707
Landscaping		30,776	13,845	44,621
Collection Service		22,373	8,148	30,521
Professional fees, ordinary course		9,447	20,131	29,577
All other operating disbursements		154,368	181,315	335,683
Contingency / Reserve		162,500	162,500	325,000
Disbursements		**1,286,707**	**1,208,536**	**2,495,243**
Net Operating Cash Flow		**422,649**	**1,383,656**	**1,806,305**
Other Expenses				
Transfer Taxes (City 2.625% + State .65%)	3.275%	7,989,534	7,753,391	15,742,925
Chapter 7 Trustee Fees (Per statute under Section 326(a) of the Bankruptcy Code)		6,216,506	6,530,213	12,746,719
Trustee Professionals' Fees		255,700	255,700	511,400
Commissions on sale (Current investment banking fee)	0.4%	975,821	946,979	1,922,800
Total Other Expenses		**15,437,562**	**15,486,282**	**30,923,844**
Net Cash from Sale Proceeds Available for Payout		**$ 228,940,337**	**$ 222,642,124**	**$ 451,582,462**
Final DIP Pay Off		(6,797,602)	-	(6,797,602)
Total Cash Available for Distribution		**$ 222,142,735**	**$ 222,642,124**	**$ 444,784,860**
1st Priority Secured Claims		$ (183,564,709)	$ (267,606,793)	
% 1st Priority Secured Claims Recovery		**100.00%**	**83.20%**	
Post-Petition Interest - EG I		(2,187,689)	-	
Accrued and unpaid Lender Professional Fees		(515,000)	-	
Total 1st Priority Secured Claims		(186,267,398)	(267,606,793)	
Net Available Cash		**42,672,939**	**(44,964,669)**	
Other Secured Claims				
Mechanics Liens (Secured)		(10,389,950)	-	
Post-Petition Interest - EG I		(222,886)	-	
Total Other Secured Claims		**(10,612,836)**	**-**	
% Other Secured Claims Recovery		**100.00%**	**0.00%**	
Net Available Cash		**32,060,104**	**(44,964,669)**	
General Unsecured Claims				
Bondholders' (Deficiency claim)		-	(44,964,669)	
Mechanics Liens (Unsecured)		-	(7,138,641)	
Prorations & Settlements		(913,500)	(886,500)	
PSA Settlement		(6,000,000)	-	
Pre-Petition Accounts Payable		(1,657,762)	(534,651)	
Intercompany transfer to Parent		(2,162,822)	-	
Post-Petition Interest - EG I		(1,791)	-	
Total General Unsecured Claims		**(10,735,875)**	**(53,524,460)**	
% General Unsecured Claims Recovery		**100.00%**	**0.00%**	
Net Available Cash/ (Shortfall)		**21,324,229**	**(98,489,128)**	
PSA Contribution from the Bondholders		2,364,000	(2,364,000)	
Net Available Cash/ (Shortfall)		**23,688,229**	**(100,853,128)**	
Equity				
Equity Holders		(79,400,844)	-	
Total Equity		**(79,400,844)**	**-**	
Net Available Cash/ (Shortfall)		(55,712,615)	(100,853,128)	
% Equity Recovery		**42.52%**	**0.00%**	

EVERGREEN GARDENS I LLC and EVERGREEN GARDENS II LLC
Chapter 7 - New Buyer Sale

LIQUIDATION ANALYSIS: ASSUMPTION: ATLAS IS NOT BUYER AND PROPERTY GOES BACK ON MARKET

9/13/2021		EG I	EG II	Total
Estimated Price if Liquidated:				
Total Square Footage including Commercial		330,307	347,038	677,345
Sales range from Q2 2021 closings from $168 - $1,038 /SF (Mean $377; Median $485)	$ 625	625	625	
Market has not recently seen a deal of this size; $625 /SF used to reflect higher end amenities				
Revised Estimated Market Price		**$ 206,441,875**	**$ 216,898,750**	**$ 423,340,625**
Estimated hold time: 6 months				
Rental Receipts				
Rental income and related income		4,006,546	5,770,748	9,777,294
Concession Credits		(355,374)	(550,083)	(905,457)
Refund of Security deposits		(311,830)	(446,860)	(758,690)
Rental Receipts		**3,339,343**	**4,773,804**	**8,113,147**
Disbursements				
Management Fees Expense		313,042	298,771	611,813
Utilities and related		240,765	233,227	473,992
Maintenance & Repairs Expense		358,495	488,789	847,285
Insurance Expense		193,165	155,466	348,632
Outside services (building staff)		637,271	674,045	1,311,316
Real Estate Taxes		70,952	78,348	149,300
Brokerage related		35,175	117,459	152,634
Landscaping		61,552	24,506	86,058
Collection Service		44,745	14,259	59,004
Professional fees, ordinary course		18,893	40,261	59,155
All other operating disbursements		308,736	362,630	671,367
Contingency / Reserve		325,000	325,000	650,000
Disbursements		**2,607,792**	**2,812,762**	**5,420,554**
Net Operating Cash Flow		**731,550**	**1,961,042**	**2,692,592**
Other Expenses				
Transfer Taxes (City 2.625% + State .65%)	3.275%	6,760,971	7,103,434	13,864,405
Chapter 7 Trustee Fees (Per statute under Section 326(a) of the Bankruptcy Code)		6,216,506	6,530,213	12,746,719
Trustee Professionals' Fees		511,400	511,400	1,022,800
Commissions on sale (Current investment banking fee)	0.4%	825,768	867,595	1,693,363
Total Other Expenses		**14,314,645**	**15,012,642**	**29,327,287**
Net Realized Cash from Sale Proceeds Available for Payout		**$ 192,858,780**	**$ 203,847,150**	**$ 396,705,931**
Final DIP Pay Off		(7,306,822)	-	(7,306,822)
Total Cash Available for Distribution		**$ 185,551,958**	**$ 203,847,150**	**$ 389,399,108**
1st Priority Secured Claims		$ (183,564,709)	$ (267,606,793)	
% 1st Priority Secured Claims Recovery		**100.00%**	**76.17%**	
Post-Petition Interest - EG I		(4,475,961)		
Accrued and unpaid Lender Professional Fees		(515,000)	-	
Total 1st Priority Secured Claims		(188,555,671)	(267,606,793)	
PSA Contribution from the Bondholders		-	-	
Net Available Cash		**4,303,110**	**(63,759,642)**	
Other Secured Claims				
Mechanics Liens (Secured)		(10,389,950)	-	
Post-Petition Interest - EG I		(456,019)	-	
Total Other Secured Claims		**(10,845,969)**	**-**	
% Other Secured Claims Recovery		**39.67%**	**0.00%**	
Net Available Cash		**(6,542,859)**	**(63,759,642)**	
General Unsecured Claims				
Bondholders' (Deficiency claim)		-	(63,759,642)	
Mechanics Liens (Unsecured)		-	(7,138,641)	
Prorations & Settlements		(913,500)	(886,500)	
PSA Settlement		(3,000,000)	(3,000,000)	
Pre-Petition Accounts Payable		(1,657,762)	(534,651)	
Intercompany transfer to Parent		(2,162,822)	-	
Post-Petition Interest - EG I		(2,640)	-	
Total General Unsecured Claims		**(7,736,724)**	**(75,319,434)**	
% General Unsecured Claims Recovery		**0.00%**	**0.00%**	
Net Available Cash/ (Shortfall)		**(14,279,583)**	**(139,079,076)**	
PSA Contribution from the Bondholders		**-**	**-**	
Net Available Cash/ (Shortfall)		**(14,279,583)**	**(139,079,076)**	
Equity				
Equity Holders		(79,400,844)	-	
Total Equity		**(79,400,844)**	**-**	
Net Available Cash/ (Shortfall)		(93,680,427)	(139,079,076)	
% Equity Recovery		**0.00%**	**0.00%**	