

**ASSIGNMENT OF LEASES AND RENTS
TO ADDITIONALLY SECURE \$11,500,000.00 CONSOLIDATED, AMENDED AND
RESTATED NOTE**

From

[REDACTED]
[REDACTED] LLC (Assignor)

to

[REDACTED] 4 ASSOCIATES LLC
(Assignee)

Dated as of: June 18, 2019

Property Address:

[REDACTED] A, New York, New York
Block: [REDACTED], Lot: 32; County: New York, State: New York

[REDACTED], New York, New York
Block: 437, [REDACTED]: New York, State: New York

[REDACTED] 14th Street, New York, New York
Block: 455, [REDACTED]: New York, State: New York

[REDACTED] Second Avenue, New York, New York
Block: [REDACTED]; County: New York, State: New York

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

**Meister Seelig & Fein LLP
125 Park Avenue, 7th Floor
New York, New York 10017
Attn: Jesse H. Young, Esq.**

**Royal Abstract of New York, LLC
125 Park Avenue, Suite 1610
New York, N.Y. 10017
(212) 376-0900**

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this “Assignment”), made as of the 18th day of June, 2019 from [REDACTED] A NYC LLC, a New York limited liability company, having an address at 1 Sinclair Drive, Great Neck, New York 11024; [REDACTED] AVE NYC LLC, a New York limited liability company, having an address at 1 Sinclair Drive, Great Neck, New York 11024; [REDACTED] 14TH STREET LLC, a New York limited liability company, having an address at 17 Martin Court, Kings Point, New York 11024; and [REDACTED] AVENUE LLC, a New York limited liability company, having an address at 17 Martin Court, Kings Point, New York 11024 (jointly and severally the “Assignor”), to [REDACTED] LLC, a New York limited liability company, having offices c/o City Urban Realty, 99 Madison Avenue, Suite 606, New York, New York 10016 (the “Assignee”).

WITNESSETH:

WHEREAS, Assignor is the owner of property located in the County of New York, State of New York, [REDACTED]
[REDACTED]
[REDACTED]), as more particularly described on Exhibit “A” annexed hereto and made a part hereof; and

WHEREAS, Assignee has made a loan to Assignor in the principal amount of \$11,500,000.00, as evidenced by a certain Consolidated, Amended and Restated Note executed simultaneously herewith (hereinafter referred to as the “Note”);

WHEREAS, Assignee would not have made the loan to Assignor unless Assignor assigned to Assignee all of Assignor's rights, title and interest as landlord under any and all leases, subleases and other occupancy agreements now existing for any space at the Property and to any modified, replacement, substitute or new lease, sublease or other occupancy agreement for any space at the Property entered into after the date of this Assignment.

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements contained in this Assignment and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the Assignor in hand paid, the receipt of which are hereby acknowledged, does hereby sell, assign and transfer unto the Assignee all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease or sublease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Assignor (or assigned to Assignor by agreement or operation of law) under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all rents, issues and profits arising from or related to the Property, to the Assignee, and the Assignor does hereby appoint irrevocably the Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Property), to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter,