

**CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT**

[REDACTED]  
[REDACTED] (Borrower)

to

[REDACTED] ASSOCIATES LLC (Lender)

Dated: As of June 18, 2019

**Property Address:**

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

1 [REDACTED] First Avenue, New York, New York  
[REDACTED] 6; County: New York, State: New York

[REDACTED] East 14<sup>th</sup> Street, New York, New York  
[REDACTED] Lot: 19; County: New York, State: New York

[REDACTED] nue, New York, New York  
Block: 460, Lot [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.

## CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT

This CONSOLIDATION, EXTENSION AND MODIFICATION AGREEMENT (the “**Agreement**”) dated as of June 18, 2019, is executed by [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] 14<sup>TH</sup> 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, as mortgagor (jointly and severally, the “**Borrower**”), to and for the benefit of [REDACTED] ASSOCIATES LLC, a New York limited liability company having offices c/o City Urban Realty, 99 Madison Avenue, Suite 606, New York, New York 10016, or its successors or assigns, as mortgagee (“**Lender**”).

WHEREAS Borrower is indebted to Lender in the original principal amount of ELEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$11,500,000.00) DOLLARS, and Borrower and Lender desire to secure (a) the repayment of that indebtedness, with interest, and all renewals, extensions and modifications thereof, (b) the repayment of any future advances, with interest thereon made by Lender to Borrower, and (c) the performance of all of Borrower’s obligations, covenants and agreements stated herein and consolidated herewith; and

WHEREAS Borrower has an interest in the real property located in the County, City and State of New York, and described in Exhibit A attached to this Agreement and incorporated by reference (the “**Mortgaged Property**”).

Borrower hereby covenants and agrees with Lender as follows:

### 1. Borrower’s Assumption of Obligations under Notes and Security Instruments.

Borrower assumes all of the obligations and liabilities of the notes (the “**Notes**”) listed on Exhibit B attached hereto, and the mortgages, deeds of trust or other security instruments (the “**Security Instruments**”) listed on Exhibit C attached hereto. Borrower also assumes all of the obligations and liabilities in all agreements, whether or not listed in Exhibit B or Exhibit C, which consolidate, modify or extend such Notes and Security Instruments.

### 2. Agreement to Consolidate and Modify the Notes.

Borrower agrees that the obligations under the Notes (and under all other agreements which consolidated, modified or extended the obligations under the Notes) shall be and are hereby consolidated. To that end, Borrower has concurrently herewith executed and delivered to Lender a Consolidated, Amended and Restated Note (the “**Consolidated Note**”) which consolidates, amends and restates in their entirety the terms and provisions of the Notes, as reflected in that certain Loan Agreement with Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

Consolidation, Extension and Modification  
Agreement (New York)