

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made as of April 9, 2014, by and between [REDACTED] BOWERY REALTY CORP., a New York corporation ("Seller"), having an address at c/o Moritt Hock & Hamroff LLP, 400 Garden City Plaza, Garden City, New York 11530, and [REDACTED] AM 316 LLC, a New York limited liability company, ("Purchaser"), having an address at c/o Walter & Samuels, Inc., 419 Park Avenue South, New York, New York 10016.

WITNESSETH

In consideration of the respective agreements, covenants, representations, warranties and conditions contained in this Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

Article 1Definitions

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

<u>2 Bleecker Building:</u>	The building located at 2 Bleecker Street (a/k/a 316 Bowery), New York, New York.
<u>4-6 Bleecker Building:</u>	The land and building located at 4-6 Bleecker Street, New York, New York, as more particularly described in <u>Schedule A</u> attached hereto and made a part hereof.
<u>1031 Exchange:</u>	As defined in Article 13 of this Agreement.
<u>Adjustment Point:</u>	As defined in Section 6.4 of this Agreement.
<u>Agreement:</u>	This Agreement, including all exhibits and schedules hereto, all of which are incorporated into this Agreement by this reference.
<u>Broker:</u>	As defined in Article 7 of this Agreement.
<u>Building:</u>	The 2 Bleecker Building and the 4-6 Bleecker Building.
<u>Business Days:</u>	Shall mean any day other than a Saturday, Sunday or State of New York or federal legal holiday.
<u>Business Hours:</u>	Monday through Friday (excluding all legal holidays observed in the City of New York) from 9:00 a.m. until 5:00 p.m.
<u>Closing:</u>	As defined in Section 6.3 of this Agreement.