

CONTRACT OF SALE

CONTRACT OF SALE (this "Contract of Sale") dated and effective as of September 15, 2019, between [REDACTED] DUS LLC ("Seller" and "Owner"), a New York limited liability company, having an address 75 Murray Street, New York, New York 10007, attn.: George Aprile, and [REDACTED], LLC ("Purchaser"), a Delaware limited liability company, having an address at 2965 Clay Street, San Francisco, CA 94115.

WITNESSETH:

Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the land, buildings and improvements being hereinafter collectively referred to as the "Real Property" as more specifically set forth in Exhibit A attached hereto and made a material part hereof, together with all right, title and interest, if any, of Seller in and to any streets and roads abutting the above described premises to the center lines thereof, together with the appurtenances and all the estate and rights of Seller in and to said premises.

The Real Property is identified on the tax map of the City of New York, New York County, as Block 132 and Lot 6.

This sale includes all right, title and interest, if any, of Seller in and to any land lying in the bed of any streets or roads, opened or proposed, in front of or adjoining the Real Property, to the center lines thereof, and all right, title and interest, if any, of Seller in and to any unpaid award made or to be made in lieu thereof or for any change of grade of any such street or road and all development rights appurtenant to the Real Property (all of the aforesaid, collectively, the "Appurtenances").

This sale includes all right, title and interest of Seller in and to the buildings, structures and improvements located on the Premises (collectively, the "Improvements"), the triple net Lease (defined in Article 1(c) below), all Service Contracts (hereinafter defined), all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and all fixtures, equipment, machinery and personal property (collectively, the "Personal Property"), but this sale excludes the four (4) refrigerators and freezers, the ice maker, the sinks and dishwashers and the piano located in the cellar level of the Premises, the one (1) restored antique chandelier in the ballroom, and all vehicles, now situate on and appurtenant to the Premises.

This sale includes all transferrable licenses, permits, approvals, authorizations, consents, rights and privileges, certificates of occupancy, variances or waivers, and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the Land, Appurtenances, and Improvements (collectively, the "Intangible Property").

The aforesaid Real Property, Improvements, Appurtenances, Leases, Personal Property and the Intangible Property are herein collectively called the "Premises".