

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") made as of the 2<sup>nd</sup> day of March, 2022, by and between [REDACTED] 16<sup>th</sup>, LLC, a limited liability company, with its principal place of business c/o Croman Real Estate, 740 Broadway, 2<sup>nd</sup> Floor, New York, New York 10003 ("Seller") and [REDACTED] 16 Property Owner LLC, a New York limited liability company having an address at 750 Lexington Avenue, 8<sup>th</sup> Floor, New York, New York 10022 ("Purchaser").

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## WITNESSETH:

1. Agreement to Sell and Purchase; Description of Property.

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter contained, (a) those certain lots, pieces or parcels of land located at [REDACTED] 16<sup>th</sup> Street, in the Borough of Manhattan, City, County and State of New York, designated as Block 740, [REDACTED] 2 on the New York City Tax Maps and more particularly bounded and described on Exhibit A attached hereto and hereby made a part hereof (collectively, the "Land") 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) all right, title and interest of Seller in and to (w) 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, (x) 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, (y) any development rights appurtenant to the Land or any portion thereof and (z) 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, it being understood and agreed that Seller will execute and deliver to Purchaser on the Closing Date (as hereinafter defined) or thereafter (which obligation shall survive