

Execution Version

**CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 17<sup>th</sup> day of December, 2014 (the "Effective Date"), by and between [REDACTED] L-START 22 [REDACTED] EL [REDACTED] V [REDACTED] C, [REDACTED] New York limited liability company (the "Company"), [REDACTED] /OTL 22 [REDACTED] C, [REDACTED] New York limited liability company (the "Managing Member"), and [REDACTED] RT [REDACTED] ENT & RECOVERY CENTERS, INC., a New York not-for-profit corporation ("START"). For purposes of this Agreement, the term "parties" shall mean the Company, the Managing Member and START.

**WITNESSETH:**

WHEREAS, START is a member of the Company; and

WHEREAS, Managing Member is the managing member of the Company; and

WHEREAS, START owns one hundred percent (100%) of the fee interest in the land located at and known as 22 Chapel Street, Brooklyn, New York, being identified as Block 119, Lot 55 on the Tax Maps of the City of New York (the "Premises") which land is more particularly described on Schedule A attached hereto, together with the improvements now or hereafter located thereon; and

WHEREAS, START desires to transfer and convey marketable and insurable title, and assign all rights, title and interest of START's ownership of the Premises to the Company, and the Company desires to acquire and take assignment of the Premises, upon the terms and conditions set forth herein; and

WHEREAS, START's contribution of the Premises shall be deemed to be a Capital Contribution (as such term is defined in the Company's Operating Agreement dated the date hereof (the "Operating Agreement")) to the Company in the amount of Twenty-Four Million Dollars (\$24,000,000) in satisfaction of START's obligations pursuant to Section 2.01 of the Operating Agreement; capitalized terms used but not otherwise defined herein shall have the respective meanings given thereto in the Operating Agreement; and

WHEREAS, following completion of the conveyance of the Premises to the Company, the Company will demolish all of the existing improvements on the Premises and construct a new 15 story building(s), containing at least 155,000 square feet of rentable space on the Premises (the "Project"); and

WHEREAS, the Project will include a building or condominium unit, consisting of at least 15,500 usable square feet of space located on the ground floor of the Project (the "START Unit"); and

WHEREAS, upon completion of the Project, the Company will convey the START Unit to START as provided in the Company's Operating Agreement;