

EXECUTION VERSION

AGREEMENT OF ASSIGNMENT

THIS AGREEMENT made as of the 20th day of January, 2015 (this "Agreement"), by and between T [REDACTED] CORP., a New York corporation, having an address c/o City Urban Realty LLC, 99 Madison Avenue, Suite 606, New York, New York 10016 ("Assignor"), and [REDACTED] N 6TH ST LLC, a Delaware limited liability company, having an address c/o Thor Equities LLC, 25 West 39th Street, New York, New York 10018 ("Assignee").

RECITALS:

WHEREAS, Assignor is under contract to purchase the property commonly known as [REDACTED] ("Underlying Contract"), between Assignor (as purchaser) and Octavio Molina (as seller) ("Current Owner"). A redacted copy of the Underlying Contract is attached hereto as Exhibit A, with the purchase price and deposits having been deleted.

WHEREAS, Assignee desires to purchase all of the Assignor's interest in the Underlying Contract, and Assignor is willing to cause the sale of all of the Assignor's interest in the Underlying Contract to Assignee, upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration passing from each of the parties hereto to the other, the receipt whereof being hereby acknowledged by each party, and in consideration of the mutual promises contained herein to be performed by the parties hereto, and each party intending to be legally bound hereby, it is agreed as follows:

AGREEMENT

1. AGREEMENT TO SELL AND CONVEY. Assignor hereby agrees, subject to each of the provisions herein, to cause the assignment, transfer and conveyance to Assignee of Assignor's interest in the Underlying Contract and its right thereunder to purchase the Property, including the Down Payment and the Rent Escrow (as such terms are defined in the Underlying Contract), as of the Assignment Date (as such term is defined in Section 4.2 herein), and Assignee hereby agrees to accept from Assignor such interest, and assume the obligations of Assignor under the Underlying Contract to purchase the Property, provided that Assignee does not assume any liability which results from any default by Assignor under the Underlying Contract prior to such assignment.

2. CONSIDERATION; DEPOSIT; ESCROW. The consideration to be paid and given by Assignee for the assignment of the Assignor's interest in the Underlying Contract shall be an amount equal to ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 (\$1,500,000.00) DOLLARS to be paid upon the execution of this Agreement by Assignee by wire transfer pursuant to the wire instructions set forth on Exhibit B attached hereto and made a part hereof to an interest-bearing escrow account designated by Goldberg Weprin Finkel Goldstein LLP (the "Escrow Agent") and to be held and disbursed in accordance with the terms