

EXHIBIT D

AGREEMENT FOR THE SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE SALE OF REAL PROPERTY (this "Agreement") is made as of October 9, 2014, between RIVINGTON HOUSE - THE NICHOLAS A. RANGO HEALTH CARE FACILITY, a New York not-for-profit corporation with an address at 45 Rivington Street, New York, New York 10002 ("Seller") and NEW RIVINGTON PROPERTIES, LLC, a limited liability company with offices c/o The Allure Group Inc., 199 Lee Avenue, Suite 182, Brooklyn, New York 11211 ("Buyer").

WITNESSETH:

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the premises hereinafter described for the price and subject to and upon the terms and conditions hereinafter set forth:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning set forth in that certain Membership Change Agreement of even date herewith (the "Nursing Home Contract") between the Seller and Rivington Center LLC, an Affiliate of Buyer ("New Rivington").

2. Premises; Agreement to Sell. Provided that the Closing takes place pursuant to the Nursing Home Contract, Seller shall at the Closing sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, at the price and subject to and upon the terms and conditions set forth in this Agreement free and clear of all liens except Permitted Exceptions: (a) the parcel of land more particularly described on Schedule A attached hereto (the "Land"); (b) all buildings and improvements situated on the Land (collectively, the "Building"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; (d) all right, title and interest of Seller, if any, in and to any appurtenances (including, without limitation air rights and development rights, hereditaments or easements of any kind whatsoever relating to the Land and Building); and (e) all right, title and interest of Seller, if any, in and to the fixtures attached or appurtenant to the Building (the "Fixtures"), ((a) through (e) are collectively, the "Premises").

3. Purchase Price. (a) The purchase price (the "Purchase Price"), for the Premises is Twenty-Eight Million Dollars (\$28,000,000). The Parties agree to treat the Purchase Price as being equal to the fair market value of the Premises for all purposes, including Tax.

(b) In payment of the Purchase Price at the Closing, Buyer shall assume the "estimated liabilities due to third parties" of Seller identified in Schedule B attached hereto (the "Assumed Liabilities") pursuant to the Assumption and Indemnification Agreement attached hereto as Exhibit A (the "Assumption and Indemnification Agreement"), and shall deliver to Seller by wire transfer to the bank account nominated by Seller on or before the Closing an

amount in cash equal to the Purchase Price net of any Closing Adjustments to the Purchase Price and the amount of the Assumed Liabilities.

4. Closing. The consummation of the transactions contemplated hereby shall take place at the Closing to be conducted pursuant to the Nursing Home Contract. At the Closing, the parties shall execute and deliver the following documents:

(a) Deliveries by Seller at or prior to Closing:

(i) the Deed (as hereinafter defined), properly executed and in proper form for recording;

(ii) an affidavit in such form as a nationally recognized title insurance company licensed to do business in the state of New York (the "Title Company") shall reasonably require in order to issue at its regular rates a policy for Premises, free and clear of any Lien, whether incurred voluntarily or arising under any applicable Law, except Permitted Exceptions, including to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name;

(iii) the FIRPTA Affidavit (as hereinafter defined);

(iv) a certificate of Seller with respect to (a) the authorization of the transactions contemplated hereby and (b) the authority of the person(s) executing Seller Closing documents on behalf of Seller;

(v) possession of the Premises and all keys to the Premises;

(vi) any current engineering plans and drawings in its possession relating to the Premises;

(vii) a copy of the Court Approval (as defined hereinafter);

(viii) properly completed New York State and New York City transfer tax returns, as applicable, including New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584), it being agreed, however, that Buyer shall pay up to \$200,000 of any New York State and New York City transfer taxes at Closing, with the Seller responsible for any excess over such amount, in each case by a certified or attorney's escrow check or other acceptable funds payable to the order of the Title Company or to the appropriate State, City or County officer in the amount of the applicable transfer tax(es) payable by reason of the delivery or recording of the deed for transfer of the Property; and

(ix) a properly completed New York State Equalization and Assessment Return; and

(x) a duly executed assignment of licenses, permits, plans, contracts and warranties with respect to the Premises in the form attached hereto as Exhibit B; and

(xi) a duly executed Bill of Sale with respect to the Fixtures in the form attached hereto as Exhibit C; and

(xii) such other instruments, certificates, consents or other documents which are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

(b) Deliveries by Buyer at Closing:

(i) a wire transfer to Seller of an amount in cash equal to the net amount payable with respect to the Purchase Price as set forth in Section 3(b) of this Agreement;

(ii) the Assumption and Indemnification Agreement;

(iii) a certificate of the managers of Buyer with respect to (a) the approval and authorization of the transactions contemplated hereby and (b) the authority of the person(s) executing Buyer's closing documents on behalf of Buyer;

(iv) properly completed transfer tax returns, including New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584), and a check or other acceptable funds in payment of the amount such taxes to be paid by Buyer as set forth in Section 4(a)(viii) above;

(v) a properly completed New York State Equalization and Assessment Return; and

(vi) such other instruments, certificates, consents or other documents which are reasonably necessary to carry out the transactions contemplated by this Agreement and to comply with the terms hereof.

5. Condition of Title. Seller shall convey and Buyer shall accept good and marketable fee simple title to the Premises in accordance with the terms of this Agreement, subject to: (a) the matters set forth in Schedule B – Section 2 to the Title Report for the Premises dated October 7, 2014, attached hereto as Schedule C (the "Title Report"); and (b) the matters set forth on Schedule D attached hereto (collectively, the "Permitted Exceptions"). Without limiting the foregoing, Seller shall deliver the Premises to Buyer at the Closing free and clear of all tenancies, subject, however, to the occupancy and other rights of the residents of the Business operated by Seller on the Premises.

6. Deed. The deed to be conveyed hereunder shall be a bargain and sale deed with covenants against grantor's acts substantially in form attached hereto as Exhibit D (the "Deed"), duly executed and acknowledged so as to convey to Buyer the fee simple title to the Premises.

7. Title Insurance. Any matters other than the Permitted Exceptions shall be deemed to be objections to title ("Title Objections"). Seller shall make commercially reasonable efforts to remedy and remove all Title Objections. Notwithstanding any other provision of this Agreement, Seller shall make a good faith effort to cause the Title Company to omit or remove

any Title Objection by the Closing Date, and if Seller is unable to do so, the Buyer at its option may (i) accept such title as Seller can convey without any reduction in the Purchase Price, or (ii) terminate this Agreement and the Nursing Home Contract pursuant to 16.1(a) thereto, in which event the Escrow Agent shall refund the Deposit to New Rivington and Seller shall have no further obligations or liabilities to Buyer. Upon such refund, this Agreement and the Nursing Home Contract shall be of no further force or effect and Seller and Buyer shall have no further obligations and liabilities to each other except for any obligation or liability which is expressly specified herein to survive a termination of this Agreement or the Nursing Home Contract. With the exception of any expenses required to obtain the approval of the Department of Health, the Attorney General and the Court Approval, Seller shall not be required to bring any action or proceeding or to incur any expense to cure any title defect or to enable Seller otherwise to comply with the provisions of this Agreement, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, mortgages, money judgments, tax liens, mechanics liens and any other liens on the Premises dischargeable by payment of a liquidated sum of money.

8. Apportionments. The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing Date, and each party shall pay, and shall indemnify the other party against, its portion of the applicable liabilities:

(a) real estate taxes and assessments, water charges and taxes and sewer rents and vault charges, if any, on the basis of the fiscal period for which assessed, except that if there is a water meter on the Premises, apportionment at the Closing shall be based on the last viable reading, subject to adjustment after the Closing when the next reading is available.

If on the Closing Date the Premises shall be affected by an assessment which is or may become payable in annual installments, all installments allocable to the period following the Closing Date shall be Buyer's responsibility and the pro rata portion allocable to the period prior to the Closing shall be Seller's liability.

If any of the foregoing items are not finally determinable at Closing, an adjustment to the apportionment shall be made subsequent to Closing, when the charge is actually determined. Any errors or omissions in computing apportionments at Closing shall be promptly corrected. The provisions of this Section 8 shall survive the Closing.

9. Adjustments to Purchase Price. The parties agree to treat all payments made by either party to or for the benefit of the other party under this Agreement except for the Purchase Price as adjustments to the Purchase Price for Tax purposes unless otherwise required by Law.

10. FIRPTA/Reporting. Seller represents that it is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder. Seller shall deliver to Buyer at the Closing a non-foreign person affidavit ("FIRPTA Affidavit") in the form attached hereto as Exhibit E and otherwise containing such information as shall be required by § 1445 of the Code, certifying that the acquisition of the Premises is exempt from withholding pursuant to the Foreign Investment in Real Property Tax Act.

11. Organization and Related Matters. Buyer represents that it is a limited liability company duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization, and that it has the necessary limited liability company power and authority to execute, deliver and perform this Agreement. Seller represents that it is a not-for-profit corporation duly organized and validly existing under the Laws of New York and that it has the necessary power and authority to execute, deliver and perform this Agreement.

12. Authorization; No Conflicts. Buyer represents that the execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by the managers of Buyer and by all other necessary limited liability company action on the part of Buyer, and that this Agreement constitutes a legally valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally. Seller represents that the execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by the Board of Directors of Seller and by all other necessary corporate action on the part of Seller, and that this Agreement constitutes a legally valid and binding obligation of Seller, enforceable against Seller in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

13. Good Title. Seller has good and insurable fee simple title to the Premises subject only to the Permitted Exceptions.

14. Assessments. Except as set forth in the Title Report referenced in Section 5 of this Agreement, to Seller's knowledge, Seller has not received any written notice with respect to pending or proposed special or other assessments for public improvements or otherwise affecting the Premises.

15. Maintenance of Premises. Seller shall maintain the Premises in substantially the same manner as heretofore maintained by Seller.

16. New Contracts. During the pendency of this Agreement, without the prior consent of Buyer which shall not be unreasonably conditioned, withheld or delayed, Seller will not enter into any contract that will be an obligation relating to the Premises subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause and without any termination payment on 30-days' or less notice.

17. Alterations, Zoning. Without Buyer's prior written consent which shall not be unreasonably conditioned, withheld or delayed, Seller shall not make any applications for building or alteration permits or zoning changes other than those required to "close out" any such open application. Buyer's failure to respond to Seller within ten (10) Business Days of Seller's written request will be deemed consent. Seller does not have any open applications except as set forth on Schedule C attached hereto.

18. Approving Order. The Seller shall pursue the Approving Order on the terms set forth in the Nursing Home Contract.

19. Notices. Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by telefax or telecommunications mechanism, provided that any notice so given is also mailed as provided in clause (c), (c) mailed by certified or registered mail (postage prepaid), receipt requested, or (d) sent by Express Mail, Federal Express or other nationally recognized express delivery service, receipt requested, to the Parties and at the addresses specified herein or to such other address or to such other person as either Party shall have last designated by such notice to the other Party. Each such notice or other communication shall be effective (i) if given by telecommunication, when transmitted to the applicable number so specified herein and an appropriate confirmation of transmission is received, (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by overnight express delivery service, one day after such communication is accepted by such delivery service, or (iv) if given by any other means, when actually received at such address. Any notice or other communication hereunder shall be delivered as follows:

If to Buyer, addressed to:

Rivington Properties, LLC
c/o The Allure Group
199 Lee Avenue, Suite 182
Brooklyn, New York 11211
Attn: Joel Landau
Facsimile No: _____

With a copy to:

Hiscock & Barclay, LLP
One Park Place
320 South State Street
Syracuse, New York, 13202
Attn: James J. Canfield, Esq.
Facsimile No: (315) 703-7378

With an additional copy to New Rivington:

Rivington Center, LLC
c/o The Allure Group
199 Lee Avenue, Suite 182
Brooklyn, New York 11211
Attn: Joel Landau
Facsimile No: _____

If to the Seller, addressed to:

Rivington House--The Nicholas A. Rango Health Care Facility

c/o VillageCare
120 Broadway, Suite 2840
New York, New York 10271
Attn: Emma DeVito, President & CEO
Facsimile No: (212) 366-5528

With a copy to:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Paul W. Mourning, Esq.
Facsimile No.: (212) 504-6666

20. Judgments. If a search of the title discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller will deliver to Buyer and its Title Company an affidavit in such form as may be reasonably acceptable to the Title Company showing that such judgments, bankruptcies or other returns are not against Seller.

21. As Is Where Is.

(a) BUYER REPRESENTS, WARRANTS AND AGREES THAT, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT, AND, TO THE EXTENT APPLICABLE, THE NURSING HOME CONTRACT, (I) BUYER HAS EXAMINED THE PREMISES AND IS FAMILIAR WITH THE PHYSICAL CONDITION THEREOF AND HAS CONDUCTED SUCH INVESTIGATION OF THE AFFAIRS OF THE PREMISES AS BUYER HAS CONSIDERED APPROPRIATE, (II) NEITHER SELLER NOR ANY OF ITS REPRESENTATIVES HAVE MADE OR WILL MAKE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES WHATSOEVER TO BUYER, WHETHER EXPRESS OR IMPLIED, AND, IN PARTICULAR, THAT NO SUCH REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES HAVE BEEN MADE OR WILL BE MADE WITH RESPECT TO THE PHYSICAL CONDITION OR OPERATION OF PREMISES, THE ACTUAL OR PROJECTED REVENUE AND EXPENSES OF THE PREMISES, THE ZONING AND OTHER LAWS, REGULATIONS AND RULES APPLICABLE TO THE PREMISES OR THE COMPLIANCE OF THE PREMISES THEREWITH, THE QUANTITY, QUALITY OR CONDITION OF THE FIXTURES INCLUDED IN THE TRANSACTIONS CONTEMPLATED HEREBY, THE USE OR OCCUPANCY OF THE PREMISES OR ANY PART THEREOF OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PREMISES OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT AS, AND SOLELY TO THE EXTENT, HEREIN SPECIFICALLY SET FORTH, (III) NEITHER SELLER NOR ANY OF ITS REPRESENTATIVES HAVE MADE OR WILL MAKE ANY VERBAL OR WRITTEN REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES WHATSOEVER TO BUYER, WHETHER EXPRESS OR IMPLIED, AND, IN PARTICULAR, THAT NO SUCH REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES HAVE BEEN MADE OR WILL BE MADE WITH RESPECT TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION,

INCLUDING, WITHOUT LIMITATION, THE CONTENTS OF SELLER'S BOOKS AND RECORDS, CONTRACTS, ENVIRONMENTAL REPORTS, ENGINEERING REPORTS, PHYSICAL CONDITION SURVEYS, INFORMATIONAL BROCHURES WITH RESPECT TO THE PREMISES, RENT ROLLS OR INCOME AND EXPENSE STATEMENTS, WHICH SELLER OR ITS REPRESENTATIVES MAY HAVE DELIVERED, MADE AVAILABLE OR FURNISHED TO BUYER IN CONNECTION WITH THE PREMISES AND BUYER REPRESENTS, WARRANTS AND AGREES THAT ANY SUCH MATERIALS, DATA AND OTHER INFORMATION DELIVERED, MADE AVAILABLE OR FURNISHED TO BUYER ARE DELIVERED, MADE AVAILABLE OR FURNISHED TO BUYER AS A CONVENIENCE AND ACCOMMODATION ONLY AND EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS, DATA AND OTHER INFORMATION AND HAS ENTERED INTO THIS AGREEMENT, AFTER HAVING MADE AND RELIED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION, INSPECTION, ANALYSIS, APPRAISAL, EXAMINATION AND EVALUATION OF THE FACTS AND CIRCUMSTANCES AND (IV) EXCEPT AS EXPRESSLY PROVIDED HEREIN BY SELLER, BUYER HAS NOT RELIED UPON ANY SUCH REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES OR UPON ANY STATEMENTS MADE IN ANY INFORMATIONAL BROCHURE WITH RESPECT TO THE PREMISES AND HAS ENTERED INTO THIS AGREEMENT AFTER HAVING MADE AND RELIED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION, INSPECTION, ANALYSIS, APPRAISAL, EXAMINATION AND EVALUATION OF THE FACTS AND CIRCUMSTANCES.

(b) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PREMISES "AS IS", "WHERE IS" AND "WITH ALL FAULTS" IN ITS PRESENT CONDITION, SUBJECT TO REASONABLE USE, WEAR, TEAR AND NATURAL DETERIORATION OF THE PREMISES BETWEEN THE DATE HEREOF AND THE CLOSING DATE WITHOUT ANY REDUCTION IN THE PURCHASE PRICE FOR ANY CHANGE IN SUCH CONDITION BY REASON THEREOF SUBSEQUENT TO THE DATE OF THIS AGREEMENT AND FURTHER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE PREMISES.

(c) Buyer further acknowledges that it has inspected all of the documents referred to in this Agreement and the Nursing Home Contract as having been delivered, made available or furnished to Buyer for inspection and that to Buyer's current knowledge from such inspection Buyer has not discovered any material matter which would form the basis for a claim by Buyer that Seller has breached any representation or warranty of Seller made in this Agreement and has no actual knowledge of any such matter. Notwithstanding anything to the contrary set forth in this Agreement, if prior to the Closing Buyer has or obtains knowledge that any of Seller's representations or warranties set forth in this Agreement or the Nursing Home Contract are untrue in any respect, and Buyer nevertheless proceeds with the Closing, then the breach by Seller of the representations and warranties as to which Buyer shall have such knowledge shall be waived by Buyer, such representations and warranties shall be deemed modified to conform them to the information that Buyer shall have knowledge of and Seller shall have no liability to Buyer or its successors or assigns in respect thereof.

(d) Buyer acknowledges and agrees that it has "signed-off" on market conditions which influence the Premises and the value thereof, such as sales prices, projected growth rates (if any) in revenues, expenses, IMPACT OF SALE ON ASSESSED VALUE, the need for and amount of any capital reserves, and any other thing or matter whatsoever. Furthermore, Buyer has satisfied itself as to the Premises' condition, and level of compliance, with respect to the Americans with Disabilities Act (ADA) and asbestos and asbestos containing materials (ACM), and the Purchase Price reflects Buyer's views on these issues. Finally, Buyer acknowledges that the Purchase Price does not bear any relationship to and is not based upon any square footage stipulation or calculation of the Premises.

(e) Before entering into this Agreement, Buyer has made or shall have made such examination of the Premises, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Buyer deemed necessary.

22. Use of Proceeds. Subject in all respects to the provisions of Section 7 of this Agreement, if at the date of Closing there may be any liens, violations, or encumbrances which are Title Objections, Seller may use any portion of its balance of the Purchase Price to satisfy the same, provided Seller shall simultaneously either deliver to Buyer at Closing instruments in recordable form and sufficient to satisfy such violations, liens and encumbrances of record together with the cost of recording or filing said instruments, or, provided that Seller has made arrangements with the Title Company employed by Buyer in advance of Closing, Seller will deposit with said Title Company sufficient monies, acceptable to and required by it to insure the obtaining and recording of such satisfactions and the issuance of title insurance to Buyer free of any such violations, liens or encumbrances without additional cost or premium. Buyer, if request is made no later than five (5) Business Days prior to the date of Closing, agrees to provide at the Closing separate certified or official bank teller checks as requested, aggregating the amount of the balance of the Purchase Price, to facilitate the satisfaction of any such violations, liens or encumbrances, none of which shall be deemed objections to the title if Seller shall comply with the foregoing requirements.

23. No Brokers or Finders. No agent, broker, finder, or investment or commercial banker, or other person or firm engaged by or acting on behalf of Seller or its affiliates, or Buyer or its affiliates, in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, is or will be entitled to any broker's or finder's or similar fee or other commission arising in connection with this Agreement or such transactions.

24. Termination of Agreement. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual consent in writing of Buyer and Seller, in which event the Deposit shall be distributed as set forth in Sections 10.1(e) and 10.2(b) of the Nursing Home Contract.

(b) Material Breach. In the event of any material breaches, defaults or failures to fulfill any representations, warranties and/or covenants of this Agreement or the Nursing Home Contract prior to Closing.

(i) Default by Buyer. If Buyer shall be the defaulting Party, Seller shall be entitled to terminate this Agreement by written notice to Buyer in which event the Deposit shall be distributed as set forth in Section 10.1(a) and 10.2(b) of the Nursing Home Contract.

(ii) Default by Seller. If Seller shall be the defaulting Party, Buyer shall be entitled to terminate this Agreement by written notice to Seller in which event the Deposit shall be distributed as set forth in Section 10.1(a) and 10.2(b) of the Nursing Home Contract.

(c) Damage or Destruction. If prior to the Closing, a "material" part (as hereinafter defined) of the Premises is damaged or destroyed by fire or other casualty, Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) Business Days after receipt of Seller's notice in which event Nursing Home Buyer shall receive the Deposit and all accrued interest thereon. If (i) Buyer does not elect to terminate this Agreement, or (ii) there is damage to or destruction of an "immaterial" part ("immaterial" is herein deemed to be any damage or destruction which is not "material," as such term is hereinafter defined) of the Premises, Buyer shall close title as provided in this Agreement and, at the Closing, unless Seller has repaired such damage or destruction prior to the Closing, the Purchase Price will be reduced by the sum estimated by a contractor selected by Buyer and approved by Seller, which approval shall not be unreasonably conditioned, withheld or delayed as being necessary to repair said damage or destruction. In the event the Closing occurs and there is remaining unrepaired damage or destruction to an immaterial part of the Premises, Seller shall pay to Buyer an amount equal to twenty-five percent (25%) of the excess of (A) the reasonable costs incurred by Buyer to repair such damage or destruction, over (B) any amounts paid or assigned to Buyer pursuant to clauses (x), (y) and (z) of the foregoing sentence. A "material" part of the Owned Real Property shall be deemed to have been damaged or destroyed if the cost of repair or replacement shall be \$1,000,000.00 or more. In all cases, Buyer shall cause Seller to pay to VillageCare the proceeds of any insurance collected by the Seller after the Closing with respect to any damage or destruction to the Premises. This obligation of Buyer shall survive the Closing.

(d) Condemnation. If, prior to the Closing Date, all or any "significant" portion (as hereinafter defined) of the Premises is taken by eminent domain or condemnation (or is the subject of a pending taking which has not been consummated), Seller shall notify Buyer of such fact and Buyer shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) Business Days after receipt of Seller's notice in which event Nursing Home Buyer shall receive the Deposit and any Additional Deposit and all accrued interest thereon. If Buyer does not elect to terminate this Agreement, or if an "insignificant" portion ("insignificant" is herein deemed to be any taking which is not "significant", as such term is herein defined) of the Premises is taken by eminent domain or condemnation, at the Closing Seller shall assign and turnover, and Buyer shall be entitled to receive and keep, all awards or other proceeds for such taking by eminent domain or condemnation, including pursuant to any of Seller's insurance policies. A "significant" portion of the Premises means (i) any portion of the Building, or (ii) a legally required driveway on the Land if such driveway is the predominant means of ingress thereto or egress therefrom.

(e) Title Insurance. By Buyer in accordance with Section 7(ii) of this Agreement.

(f) Nursing Home Contract. Upon the termination of the Nursing Home Contract, in which event the Deposit and any interest accrued thereon shall be disbursed in accordance with the terms of the Nursing Home Contract.

25. Nursing Home Contract. It is expressly agreed and understood that the closing of the transactions contemplated by the Nursing Home Contract is an express condition of the parties to close the transactions contemplated by this Agreement. Furthermore, if the Nursing Home Contract is terminated, this Agreement shall be terminated. This provision shall survive any termination of this Agreement or Nursing Home Contract.

26. Miscellaneous Provisions.

(a) Usage. All terms defined herein have the meanings assigned to them herein for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. "Writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form. Any instrument or Law defined or referred to herein means such instrument or Law as from time to time amended, modified or supplemented, including (in the case of instruments) by waiver or consent and (in the case of any Law) by succession of comparable successor Laws and includes (in the case of instruments) references to all attachments thereto and instruments incorporated therein. References to a Person are, unless the context otherwise requires, also to its successors and assigns. Any term defined herein by reference to any instrument or Law has such meaning whether or not such instrument or Law is in effect. "Shall" and "will" have equal force and effect. "Hereof," "herein," "hereunder" and comparable terms refer to the entire instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References to "the date of this Agreement," "the date hereof" or words of like import shall mean October 9, 2014. References in an instrument to "Article," "Section" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision of or an attachment to such instrument.

(b) Amendments; Waivers. This Agreement and any Schedule or Exhibit attached hereto may be amended only by agreement in writing signed by all parties to this Agreement. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

(c) Further Assurances. Each of Buyer and Seller will use commercially reasonable, good faith efforts to cause all conditions to its and the other party's obligations hereunder to be timely satisfied and to perform and fulfill all obligations on its part to be performed and fulfilled under this Agreement. Each of Buyer and Seller shall execute and deliver both before and after the Closing such further certificates, agreements and other

documents and take such other actions as the other Party may reasonably request to consummate or implement the transactions contemplated hereby or to evidence such events or matters.

(d) Governing Law; Consent to Jurisdiction. (i) This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and performed in such State and without regard to conflicts of law doctrines (other than New York General Obligations Law, Section 5-1401). Each of the Parties hereto (i) consents to submit itself to the personal jurisdiction of any Federal court located in New York County of the State of New York or any New York state court in New York County in connection with any dispute that arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Agreement or any other agreement contemplated hereby or any of the transactions contemplated hereby or thereby in any court other than a Federal court or a New York state court sitting in New York County unless venue would not be proper under rules applicable in such courts.

(e) Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby.

(f) Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

(g) Counterparts. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties hereto in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each Party and delivered to the other Party, including delivery by facsimile or electronic mail, it being understood that all parties need not sign the same counterpart.

(h) Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any party to this Agreement.

(i) Waiver. No failure on the part of any party to this Agreement to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

(j) Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement to the extent permitted by Law shall remain in full force and effect; provided that the

essential terms and conditions of this Agreement for both parties to this Agreement remain valid, binding and enforceable; and provided that the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party to this Agreement. In event of any such determination, the parties to this Agreement agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by Law, the parties to this Agreement hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

(k) Damages. The Parties hereby agree and acknowledge that the foregoing provisions shall in no way impede, delay or otherwise affect the entitlement of Seller to consequential, special, exemplary or punitive damages, including loss of future revenue or income, or loss of business reputation or opportunity relating to the breach or alleged breach or nonperformance or alleged nonperformance of this Agreement from Buyer upon a Buyer default. Without limiting the foregoing, the Parties hereby agree and acknowledge that efforts by Seller to mitigate the damages caused by Buyer's breach of this Agreement do not waive Seller's right to recover damages hereunder, but nevertheless may be applied to reduce such damages. Damages shall include but not be limited to any and all necessary and reasonable costs, fees and expenses (including but not limited to legal fees) incurred by Seller as a result of or in connection with a default by Buyer.

(l) Knowledge Convention. Whenever any statement herein or in any Schedule, Exhibit, certificate or other document delivered to any party to this Agreement pursuant to this Agreement is made "to its knowledge" or words of similar intent or effect of any Party or its representative, the Party making such statement shall be accountable only for those facts, circumstances or events, which as of the date the representation is given, are actually known to the Person making such statement.

(m) Publicity and Reports. Prior to the Closing, Seller and Buyer shall coordinate all publicity relating to the transactions contemplated by this Agreement and no Party shall issue any press release, publicity statement or other public notice relating to this Agreement, or the transactions contemplated by this Agreement, without the prior written consent of the other Party; provided that to the extent that a particular action is required by applicable Law, the parties to this Agreement shall be obligated only to use commercially reasonable efforts to consult with the other party to this Agreement prior to issuing any such press release, publicity statement or other public notice.

(n) Integration. This Agreement, the Escrow Agreement and the Nursing Home Contract together with the Schedules and Exhibits thereto, (a) constitute the entire agreement among the Parties and their Affiliates pertaining to the subject matter hereof and (b) supersedes all prior agreements and understandings of the parties to this Agreement in connection therewith, except for the Confidentiality Agreement, which remains in full force and effect.

(o) Expenses. Seller and Buyer shall each pay its own expenses incident to the evaluation of the Premises and the negotiation, preparation and performance of this

Agreement and the transactions contemplated hereby, including the fees, expenses and disbursements of their respective investment bankers, accountants and counsel.

(p) No Assignment. Neither this Agreement nor any rights or obligations under it are assignable by Buyer except that Buyer may assign its rights hereunder to any Affiliate of Buyer. Buyer shall remain liable to Seller for the payment of the consideration set forth herein and other obligations of Buyer hereunder notwithstanding a permitted assignment. Seller may assign its rights, including the right to receive the Purchase Price, under this Agreement to any Affiliate of Seller.

(q) Representation by Counsel; Interpretation. Each of Buyer and Seller acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in any portions of this Agreement against the party to this Agreement that drafted it has no application and is expressly waived. If any provision of this Agreement is, in the judgment of the trier of fact, ambiguous or unclear, that provision shall be interpreted in a reasonable manner to effect the intent of the parties to this Agreement.

(r) Recording. Neither this Agreement nor any memorandum thereof shall be recorded and any attempted recordation hereof shall be void and shall constitute a default.

(s) Vendee's Lien. Any funds paid under this Agreement or the Nursing Home Contract prior to Closing shall be a lien against the Premises, provided however such lien shall not continue during a continuing uncured default by Buyer hereunder or by New Rivington under the Nursing Home Contract or be deemed an objection to title.

(t) Limitations on Survival of Representations, Warranties, Covenants and other Obligations. Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of either party hereto set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing. The delivery of the Deed by Seller, and the acceptance thereof by Buyer, shall be deemed to be the full performance and discharge of every obligation on the part of each party to be performed hereunder, except those obligations specifically set forth herein to survive the Closing.

(u) Acknowledgment. Buyer hereby acknowledges that:

(i) it is an informed and sophisticated participant in the transactions contemplated hereby;

(ii) it has been afforded the opportunity for full and complete investigations, examinations and inspections of the Premises;

(iii) Buyer is relying solely on its own investigations, examinations and inspections of the Premises and the Business and is not relying in any way on any information furnished by Seller, any of Seller's Affiliates, or their agents or representatives, including, without limitation, their contractors, engineers, attorneys, accountants, consultants, brokers or advisors; and

(iv) Seller expressly disclaims any representations or warranties with respect to the accuracy or completeness of any information provided by Seller in connection with the Premises and/or the Business, and Buyer releases Seller, Seller's Affiliates and or their agents or representatives, including, without limitation, their contractors, engineers, attorneys, accountants, consultants, brokers or advisors, from any and all liability with respect thereto.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

SELLER:
RIVINGTON HOUSE-THE NICHOLAS A.
RANGO HEALTH CARE FACILITY

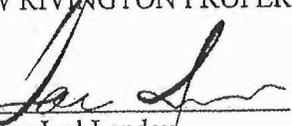


By: _____
Name: Emma DeVito
Title: President and CEO

BUYER:
NEW RIVINGTON PROPERTIES, LLC

By: _____
Name: Joel Landau
Title:

BUYER:
NEW RIVINGTON PROPERTIES, LLC

By: 

Name: Joel Landau

Title: Manager

SCHEDULE A
LEGAL DESCRIPTION

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York, which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the Southerly side of Rivington Street with the easterly side of Forsyth;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the Westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street, 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

SCHEDULE B
ASSUMED LIABILITIES

Capital negative appeals (2008 - 2010, 2012)	2,300,000
1995-2000 Liability interest & amortization	2,335,148
Accrued Article 28A Fixed Assets	496,000
	5,131,148
Assessment liability 2010	768,865
Assessment liability 2012	373,024
Assessment liability 2013	186,260
Assessment liability 2014	88,279
	1,416,428
2007 Part B Liability	27,721
2008 Part B Liability	110,222
2009 Part B Liability	68,993
2010 Part B Liability	126,477
2011 Part B Liability	60,718
2012 Part B Liability	369,498
2013 Part B Liability	106,347
2014 Part B Liability	70,156
	940,131
RH DTP OMIG Surplus	10,065
Total Per Analysis	7,497,772

SCHEDULE C
TITLE REPORT

See Attached.

Title Number: 3114-00512

CERTIFICATE FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska Corporation, herein called the Company, certifies to the Applicant named on the following page that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objection, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:
Underwriter's Name and Phone Number: Christopher Bedell
(212)880-1207

Issued by:
CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVENUE, 5TH FL.
NEW YORK, NY 10017-4014

Dated: September 3, 2014
Certified by: Christopher Bedell
Authorized Signature

Redated:
by: _____
Authorized Signature



CHICAGO TITLE INSURANCE COMPANY

By: Raymond R. Quirk
Raymond R. Quirk
President

By: Michael L. Gravette
Michael L. Gravette
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

CHICAGO TITLE INSURANCE COMPANY
CONDITIONS AND STIPULATIONS

Title Number: 3114-00512

1. This Certificate shall be null and void:
 - (A) if the fees therefore are not paid;
 - (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company.
 - (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company.
 - (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the insurance of this Certificate or by subsequent endorsement.
2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this Certificate shall not exceed the amount stated to Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.

CLOSING INFORMATION

Closed by _____ Date Closed _____ Title No. _____

Closed at the office of _____

Parties Present:	Interest in Transaction:	Address:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The identity of the parties executing and delivering the closing instruments was established by

Chicago Title Insurance Company

This notice is made a part of Title No: 3114-00512

*****PLEASE READ AND CONSIDER THIS INFORMATION
CAREFULLY*****

THIS REPORT IS NOT A TITLE INSURANCE POLICY!

**THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE
INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS,
AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.**

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

Other Offices and Agencies
in New England and New Jersey.
National service from the
New York Office.

Chicago Title Insurance Company
711 THIRD AVENUE, 5TH FL., NEW YORK, NY 10017-4014
(212) 880-1200



NUMBER	DATE	TRANSACTION	RATE MANUAL REFERENCE	INSURANCE
3114-00512	OCTOBER 1, 2014	MTG X FEE X	MTG FEE	MTG \$ 0.00 FEE \$ 0.00
Title Vested In: RIVINGTON HOUSE HEALTH CARE FACILITY				<u>MUN. DEPT. SEARCHES:</u> NONE
Insured, Fee: TBD				<u>SURVEY INSTRUCTIONS:</u> NONE
Insured, Mtg: TBD				
Delivery: EMAIL/UPS ALL				
PREMISES		County: New York Blk: 420	State: New York Lot(s): 47	Lot(s):
Block:		420		
Lot(s):		47		
Add'l Lot(s):				
Address: 37-49 RIVINGTON STREET AKA, NEW YORK, New York				
Remarks: LOT 47 F/K/A LOTS 47, 48 & 49			<u>BANK/CLIENT REQUIREMENTS:</u> NANCYS@VILLAGRCARE.ORG	
Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at http://nyrates.ctic.com .				
Mailing Date: OCTOBER 9, 2014		Prior Insurer/ Prior Title Number 900100198	<u>AMENDMENT DATES</u>	
Closing Date:				

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILLED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

Very truly yours,

Applicant Number: 6111917-000

NEIL FALCONE (3301)

442/TXA

Applicant FEE(1) Tel: (212) 337-5767
Fax: (212) 366-5528

Applicant MTG(2) Tel:
Fax:

TBD

VILLAGE CARE
120 BROADWAY
SUITE 2840
NEW YORK, New York 10271
NANCY SCHWARTZ WEINSTOCK, ESQ.

PARTIES TO THE TRANSACTION

TITLE NO.: 311400512

INVOICE CUSTOMER	BUYER/BORROWER/LESSEE ATTORNEY
SELLER'S ATTORNEY	
LENDER TBD	LENDER'S ATTORNEY
FEE APPLICANT VILLAGE CARE 120 BROADWAY SUITE 2840 NEW YORK, New York 10271 NANCY SCHWARTZ WEINSTOCK, ESQ. (212)337-5767	MORTGAGE APPLICANT TBD
ADDITIONAL ATTORNEY - COPIES	ADDITIONAL ATTORNEY - COPIES

CHICAGO TITLE INSURANCE COMPANY

711 THIRD AVENUE, 5TH FLOOR, NEW YORK, NY 10017 (212) 880-1200 (800) 525-2511
FAX (212) 880-1400



KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

CUSTOMER SERVICE

Tracey Argenzio, Sales Assistant
Telephone: 212-880-1290
Fax Number: 212-880-9626
ArgenzioT@CTT.com

STATUS OF A TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Fax Number: 212-880-1400
BrownDe@CTT.com

LEGAL OR CLEARANCE QUESTIONS

The name of the underwriter appearing on the cover of your Title Certificate

TO SCHEDULE A CLOSING

Erik Rigby, Closing Department Coordinator
Telephone Number: 212-880-1482
Fax Number: 212-880-9688
Erik.Rigby@CTT.com

GENERAL QUESTIONS

Please email NYCommOps@CTT.com

Joneth L. Mancini, Vice President and Branch Manager
Telephone Number: 212-880-1414
Fax Number: 212-880-1401
ManciniJ@CTT.com

*****THANK YOU FOR YOUR BUSINESS*****

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

TITLE NO.: 3114-00512
UNDERWRITER: Christopher Bedell

EFFECTIVE DATE: September 3, 2014

ALTA 6/17/06 Owner's Policy with New York Endorsements

\$TBD

PROPOSED INSURED:
TBD

PROPOSED INSURED:

ALTA 6/17/06 Loan Policy with New York Endorsements

\$TBD

PROPOSED INSURED:
TBD

BORROWER:
TBD

PROPOSED INSURED:

BORROWER:

The estate or interest in the land described or referred to in this certificate and covered herein is:

FEE SIMPLE

Title to said estate or interest in said land at the effective date hereof vested in:

RIVINGTON HOUSE HEALTH CARE FACILITY, A NOT-FOR-PROFIT DOMESTIC CORPORATION

Title acquired under deed dated 12/03/1992, recorded 12/15/1992 in Reel 1927 page 250, made by THE CITY OF NEW YORK.

EXHIBIT A

The land referred to in this certificate is described as follows: - SEE ATTACHED DESCRIPTION -

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A DESCRIPTION

Title No.: 3114-00512

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the Southerly side of Rivington Street with the easterly side of Forsyth,;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the Westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street. 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska Corporation (The Company), insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13 and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien for services, labor, or materials furnished prior to the date hereof, and which has not gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy.

EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska Corporation (The Company), insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13 and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- NOTE:** Covered Risk Number 2(c) is deleted in the Land is improved by other than a 1-4 family dwelling or is vacant land.
3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
 10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
 11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor or materials furnished prior to the Date of Policy, and which may hereafter gain priority over the lien of the Insured Mortgage; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely; or
 - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B

I. BLANKET POLICY

If the application is for title insurance under a master or blanket policy all of the following items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.

II. IDENTITY PARTIES

The identity of parties at the closing of this title should be established to the satisfaction of the closer.

III. SECTION 13 OF LIEN LAW

Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

IV. ASSIGNMENT OF MORTGAGE OR OTHER LIENS

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

V. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

VI. CORPORATE GRANTOR

If the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, there must be compliance with Section 909 of the Business Corporation Law. We will require the written consent to such conveyance or lease by all the holders of the outstanding shares of the said corporation and the instrument on closing should so recite. In lieu thereof the consent of the holders of two-thirds of all the outstanding shares entitled to vote thereon obtained at a meeting duly noticed and called for the purpose of obtaining such consent in the manner provided for in Section 605 of the Business Corporation Law is required and the instrument on closing should so recite.

If neither of the above is obtained, then, the proofs, showing the basis upon which the conveyance or lease is to be made must be submitted to counsel prior to closing.

VII. CORPORATE MORTGAGOR

If the present transaction consists in whole or in part of the making of a new mortgage there must be compliance with Section 911 of the Business Corporation Law. We will require a certified copy of the resolution of the board of directors of any corporate mortgagor authorizing the making of said mortgage.

Proof must also be shown that the consent of stockholders of the mortgagor corporation is not required by its certificate of incorporation or amendments thereto for the making of said mortgage.

The mortgage should contain a recital showing that it was made and executed pursuant to the resolution of the board of directors of the mortgagor.

VIII. CONTRACT

If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

IX. PROOF OF NO OTHER NAME

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

X. VAULT CHARGES

The lien of street vault charges, if any.

XI. ADMINISTRATIVE CODE

Liens pursuant to the Administrative Code of the City of New York may have attached and not been filed or recorded. No liability is assumed for same.

NOTE: Items X. and XI. will be reconsidered upon receipt of proof satisfactory to this Company as to what type of improvements are situated on the Premises as described herein.

XII. PERSONAL PROPERTY

Title to any personal property, whether the same be attached to or used in connection with the premises.
(The policy to be issued will contain an exception as to this item without change or modification).

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B-1

Title No.: 3114-00512

The policy will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of the following exceptions unless they are disposed of to our satisfaction:

- A. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
- B. Mortgages returned herein (TWO). Detailed statement within.

NOTE: If the subject transaction is one involving a sale subject to the mortgage(s) returned in this exception, and since many lenders now have the mortgage instrument state that the debt will become due and payable at the option of the mortgagee upon any transfer of title, it is recommended that the applicant examine the mortgage document(s) as well as the note(s) and bond(s) and any agreement modifying said mortgage(s) or make inquiry of the mortgagee of the current terms of such instrument(s) especially with respect to acceleration of the maturity date in case of a sale. Upon request, we will obtain and furnish a copy of the recorded mortgage(s) for cost.

- C. Any state of facts which an accurate survey might show.
or
Survey exceptions set forth herein.
- D. Rights of tenants or persons in possession.

NOTE: FOR INFORMATION ONLY:

THE ADDRESS OF THE PREMISES MUST BE SET FORTH ON THE FIRST PAGE OF EVERY MORTGAGE INSTRUMENT OR THE REGISTER WILL NOT ACCEPT FOR RECORDING.

- 1. Until a guaranteed survey is received, policy will not insure courses, distances and dimensions of subject premises or the bed of any street, road or avenue passing through same, and will except any facts such a survey or personal inspection would show.
- 2. As a result of new regulations required under Title 11 NYCRR 35 (Insurance Regulation 206), attention is called to an important notice immediately preceding Schedule A of this report.
- 3. Covenants, Restrictions and Right of Reverter contained in the source deed from THE CITY OF NEW YORK to RIVINGTON HOUSE HEALTH CARE FACILITY recorded in Reel 1927 page 250.

SEE EXHIBIT A

- 4. Searches, including bankruptcy, have been run against the name RIVINGTON HOUSE HEALTH CARE FACILITY and returns, if any, appear herein. NO RETURNS (See bankruptcy searches herein.)
- 5. If the proposed sale, lease, exchange or mortgage to be insured is a corporation governed by the Not-For-Profit Corporation Law, and said corporation is a Type A or D corporation, under Sec. 201 of said law, we will require proof of compliance with Secs. 509 and 510(a) (1) or (2) of said law.

NOTE: Proof is required that RIVINGTON HOUSE HEALTH CARE FACILITY is a corporation which is organized for Not-For-Profit purposes and is exempt under the Laws of the United States and the State of New York and City of New York for tax purposes.

- 6. If the proposed sale, lease, exchange or mortgage to be insured is by a corporation governed by the Not-For-Profit Corporation Law, and said corporation is a Type B or C corporation, under Sec. 201 of said law, we will require proof of compliance with Secs. 509 and 510(a) (1) or (2) of said law, and if the sale, lease or exchange of all or substantially all of the assets is contemplated, a Court Order must be

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B-1 (Continued)

Title No.: 3114-00512

obtained, pursuant to Sec. 510(a)(3) of said Law.

NOTE: Proof is required that RIVINGTON HOUSE HEALTH CARE FACILITY is a corporation which is organized for Not-For-Profit purposes and is exempt under the laws of the United States and the State of New York and City of New York for tax purposes.

7. UCC-1 Financing Statement:

FILE NO.: 02PN32939 FILED: 12/10/2002
DEBTOR: RIVINGTON HOUSE - THE NICHOLAS A. RANGO HEALTH CARE FACILITY
SECURED PARTY: DORMITORY AUTHORITY OF THE STATE OF NEW YORK
CONTINUED BY CRFN 2007000449826 FILED: 08/30/2007
CONTINUED BY CRFN 2012000232934 FILED: 06/14/2012 (COPIES HEREIN)

8. Contract in this transaction has not been received by this Company. It should be submitted and considered prior to closing.
9. When recording a deed and, in some instances, a memorandum of lease, where the consideration is: \$400,000 or more, a copy of the closing statement or contract of sale must be submitted with The New York City Real Property Transfer Tax Return at the time of recordation.
10. The nature of the mortgage transaction to be insured herein must be disclosed to this company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.
11. In advance of scheduling the closing, the Company must be advised as to the identity of the proposed insured and other interim grantee(s), if any, and additional exceptions may then be added.
12. If the party to be insured is a corporation or partnership, its Certificate of Incorporation or Partnership Agreement, with proof of publication, if it is a Limited Partnership, will be required prior to or at closing.
13. If the present transaction consists in whole or in part of the making of a new mortgage there must be compliance with Section 911 of the Business Corporation Law. We will require a certified copy of the resolution of the board of directors of any corporate mortgagor authorizing the making of said mortgage.
- Proof must also be shown that the consent of stockholders of the mortgagor corporation is not required by its certificate of incorporation or amendments thereto for the making of said mortgage.
- The mortgage should contain a recital showing that it is made and executed pursuant to the resolution of the board of directors of the mortgagor.
14. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises described in Schedule A by the City, or any demand made by the City for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance - Emergency Services, whether or not such charges are liens against which this policy insures.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B-1 (Continued)

Title No.: 3114-00512

15. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises described in Schedule A by the City, or any demand made by the City for any such work that may result in charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against which this policy insures.

16. Emergency Repair Liens pursuant to the Administrative Code of the City of New York may have attached and not been filed with the County Clerk.

No liability is assumed for the same.

17. Policy will except all loss or damage arising from the imposition of any lien resulting from the restoration of real property taxes upon the premises or the rescission of tax abatements as said exemption and/or abatement is provided for pursuant to the provisions of the Administrative Code of the City of New York.

18. Tax Search discloses unofficial payment. Proof of payment by paid receipt or cancelled check must be submitted to the Company at or prior to closing.

19. Tax search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average, actual or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, actual and estimated water and sewer reading amounts which have been reported herein.

NOTE: To omit this exception a final meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods.

20. Tax Search cites meter(s) # 4069 Cooling Tower Monitor. In the absence of special meter reading(s), policy will except any water meter and sewer rent charges.

21. FOR INFORMATION ONLY:

a. Zoning Lot Description and Ownership Statement recorded in Reel 1875 page 2152.

b. Zoning Lot Certification recorded in Reel 1887 page 668.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS Carefully and Read CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
UCC Filings Dept
P.O. Box 1110
Albany, NY 12201-1110

KXK 784916/005

DP

01 DEC 10 11 31 AM

02PN32939

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - must only use debtor name (a or b) - do not abbreviate or combine names

(a) ORGANIZATION'S NAME
Rivington House - The Nicholas A. Range Health Care Facility

OR (b) INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

34. MAILING ADDRESS
45 Rivington Street CITY **New York** STATE **NY** POSTAL CODE **10003** COUNTRY **USA**

35. TAX ID # - ASSIGNOR OR (a) TYPE OF ORGANIZATION (b) JURISDICTION OF ORGANIZATION (c) ORGANIZATIONAL D/E Key
ASSIGNOR OR ORGANIZATION (b) **Not for Profit Corp.** (c) **New York State** OTHER

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - must only use debtor name (a or b) - do not abbreviate or combine names

(a) ORGANIZATION'S NAME

OR (b) INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

34. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY USA

35. TAX ID # - ASSIGNOR OR (a) TYPE OF ORGANIZATION (b) JURISDICTION OF ORGANIZATION (c) ORGANIZATIONAL D/E Key
ASSIGNOR OR ORGANIZATION (b) OTHER

3. SECURED PARTY'S NAME (a) NAME OF TOTAL ASSIGNOR OF ASSIGNOR (b) - must only use secured party name (a or b)

(a) ORGANIZATION'S NAME
Secretary Authority of the State of New York

OR (b) INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

34. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY USA
513 Broadway **Albany** **NY** **12207** **USA**

4. The FINANCING STATEMENT covers the following collateral:
See Schedule A attached hereto and made a part hereof

SIGNED (ATTOR.)

ALTERNATIVE DISBURSMENT	ASSIGNOR	ASSIGNOR'S ADDRESS	ASSIGNOR'S CITY	ASSIGNOR'S STATE	ASSIGNOR'S POSTAL CODE	ASSIGNOR'S COUNTRY
ALTERNATIVE DISBURSMENT	ASSIGNOR	ASSIGNOR'S ADDRESS	ASSIGNOR'S CITY	ASSIGNOR'S STATE	ASSIGNOR'S POSTAL CODE	ASSIGNOR'S COUNTRY

OPTIONAL FILER INFORMATION DATA
Long Term Health Care Revenue Bonds (Cap Guaranty Insured), 1992D (Rivington House Health Care Facility)

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/2005)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS Here and here CAREFULLY

8. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME
 Rivington House - The Nicholas A. Rango Health Care Facility

OR

1b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME, SUFFIX**

9. MISCELLANEOUS:

THIS ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTORS EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or use firm names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

12. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**
 USA

13. THE TAX ID #, EIN OR EIN **INDICATE THE ORGANIZATION DEBTOR** **14. THE TYPE OF ORGANIZATION** **15. JURISDICTION OF ORGANIZATION** **16. ORGANIZATIONAL ID #, if any** **NONE**

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

13. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**
 USA

13. The FINANCING STATEMENT covers: **Order to be cut or** **re-extended**
 schedule, or is that as a **Actual Prop.**

14. Description of real estate:
 See Schedule B attached hereto and made a part hereof

15. Name and address of a RECORDS OWNER of above-described real estate (if Owner does not have a record interest):

Block: 420
 Lot: 47
 45 Rivington ST
 New York, NY 10002

LOC. VEH. BY ADDRESS

17. Check only if applicable and check only one box.
 Debtor is a **Trust** or **Trustee acting with respect to property held in trust** or **Debtor's Estate**

18. Check only if applicable and check only one box.
 Debtor is TRANSPORTS UTILITY
 Filed in connection with a Non-Federal Home Transactions - effective 30 years
 Filed in connection with a Public-Private Transactions - effective 20 years

Debtor: Rivington House - The Nicholas A. Rango Health Care Facility

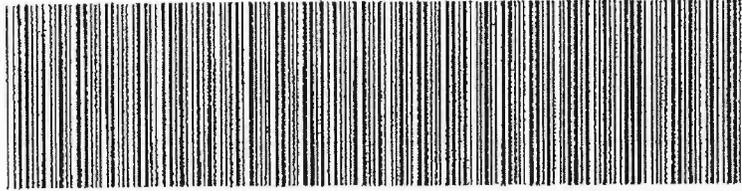
"FIXTURES"
SCHEDULE A

(1) Any and all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels and articles of personal property, including but not limited to steam and hot water boilers, pipes, radiators, elevators, gas and electrical fixtures and replacements thereof, now or at any time hereafter affixed to, attached to, placed upon or used or stored on or off the site or in any way connected with the complete and comfortable use, enjoyment, occupancy or operation of the plant of the said Project (excepting only personal property excluded pursuant to the provisions of the Act and this Mortgage), as defined in the Mortgage, between the Debtor and the Secured Party, dated November 1, 1992.

Debtor: Rivington House - The Nicholas A. Rango Health Care Facility
Secured Party: Dormitory Authority of the State of New York

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007081500561001001EAC0A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2007081500561001
Document Type: UCC3 CONTINUATION
Document Page Count: 2

Document Date: 08-15-2007

Preparation Date: 08-15-2007
FIXTURE FILING

PRESENTER:

CSC - ALBANY
285 22ND ST, SUITE #2
BROOKLYN, NY 11215
HOLD FOR PICKUP

RETURN TO:

CSC - ALBANY
285 22ND ST, SUITE #2
BROOKLYN, NY 11215
HOLD FOR PICKUP

PROPERTY DATA

Borough	Block Lot	Unit	Address
MANHATTAN	420 47 Partial Lot		45 RIVINGTON STREET
Property Type: OTHER			

CROSS REFERENCE DATA

MANHATTAN File Number: 02PN32939

PARTIES

DEBTOR:

RIVINGTON HOUSE
THE NICHOLAS A. RANGO HEALTH CARE
FACILITY, 45 RIVINGTON STREET
NEW YORK, NY 10002

SECURED PARTY:

DORMITORY AUTHORITY OF THE STATE OF NEW
YORK
15 BROADWAY
ALBANY, NY 12207

FEES AND TAXES

		Filing Fee:	
Mortgage			
Mortgage Amount:	\$ 0.00	\$	0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 0.00		
City (Additional):	\$ 0.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 40.00		
Affidavit Fee:	\$ 0.00		



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 08-30-2007 15:55
City Register File No.(CRFN):
2007000449826

Annette M. Hill

City Register Official Signature

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
 UCC Filings Dept.
 P.O. Box 1110
 Albany, NY 12201-1110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 #02PN32939 - Filed 12/10/02 in New York County

1b. THE FINANCING STATEMENT AMENDMENT IS TO BE FILED (for record) (or recorded) IN THE REAL ESTATE RECORDS.

2. TERMINATION: Enforcement of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Enforcement of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (all or partly): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

6. AMENDMENT (PARTY INFO ONLY): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9

CHANGE name and/or address: Please refer to instructions in items 8 and/or 9.
 DELETE name: Give record name to be deleted in item 8a or 8b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

8. CURRENT RECORD INFORMATION:

8a. ORGANIZATION'S NAME
 Debtor: Rivington House of Nicholas A. Rango Health Care Facility

OR

8b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. ASSIGNMENT INSTRUCTIONS ADD, IN PART, OR DELETE DEBTOR OR SECURED PARTY

7e. TYPE OF ORGANIZATION **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL ID #, if any** NONE

6. AMENDMENT (COLLATERAL CHANGE): added, deleted, specified, or revised collateral description, or describe collateral assigned

8. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.)

8a. ORGANIZATION'S NAME
 Dormitory Authority of the State of New York

OR

8b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 Rivington House Health Care Facility, Series 2002 (Flx) (File with New York County)

3/4

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

#02PN32939 - Filed 12/10/02 with New York County

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 8 on Amendment form)

12a. ORGANIZATION'S NAME

Dormitory Authority of the State of New York

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor: Rivington House - The Nicholas A. Rango Health Care Facility

Secured Party: Dormitory Authority of the State of New York

Record Owner: Rivington House - The Nicholas A. Rango Health Care Facility

Address: 45 Rivington Street, New York, NY 10002

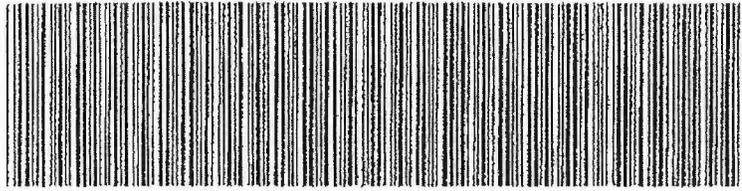
Block: 420

Lot #: 47

4/4

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2012061200611001001E7D1B

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 3

Document ID: 2012061200611001
Document Type: UCC3 CONTINUATION
Document Page Count: 2

Document Date: 06-12-2012

Preparation Date: 06-12-2012
FIXTURE FILING

PRESENTER:

COURT EXPLORERS, INC
111 JOHN ST. #645
*****HOLD FOR PICKUP*****CSC 236125
NEW YORK, NY 10038
212-608-1585
tcollins@courtexplorers.com

RETURN TO:

COURT EXPLORERS, INC
111 JOHN ST. #645
*****HOLD FOR PICKUP*****CSC 236125
NEW YORK, NY 10038
212-608-1585
tcollins@courtexplorers.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	420	47	Partial Lot	45 RIVINGTON STREET
Property Type: OTHER				

CROSS REFERENCE DATA

MANHATTAN File Number: 02PN32939

PARTIES

DEBTOR:
RIVINGTON HOUSE
THE NICHOLAS A RANGO HEALTH CARE FACILITY,
45 RIVINGTON STREET
NEW YORK, NY 10002

SECURED PARTY:
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
515 BROADWAY
ALBANY, NY 12207

FEES AND TAXES

Mortgage			Filing Fee:	\$	0.00
Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$	0.00
Taxable Mortgage Amount:	\$	0.00	Exemption:	\$	0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	\$	0.00
City (Additional):	\$	0.00			
Spec (Additional):	\$	0.00			
TASF:	\$	0.00			
MTA:	\$	0.00			
NYCTA:	\$	0.00			
Additional MRT:	\$	0.00			
TOTAL:	\$	0.00			
Recording Fee:	\$	40.00			
Affidavit Fee:	\$	0.00			

RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK

Recorded/Filed 06-14-2012 15:43
City Register File No.(CRFN):
2012000232934



Quanita McMill

City Register Official Signature

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
 UCC Filings Dept.
 1180 Avenue of the Americas, Suite 210
 New York, NY 10036

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#02PN32939 - Filed 12/10/02 with New York County

1b. THIS FINANCING STATEMENT AMENDMENT IS
 TO BE FILED (or recorded) IN THE
 REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (all or partial):** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in Items 6 and 7.

CHANGE name and/or address: Please refer to the detailed instructions.
 DELETE name: Give record name to be deleted in Item 9a or 9b.
 ADD name: Complete Item 7a or 7b, and also Item 7c. Also complete Item 7d-7f (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
Debtor: Rivington House - The Nicholas A. Rango Health Care Facility

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED (IF APPLICABLE) INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR? 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral: deleted or added, original entire, related collateral description, or describe collateral disposed.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME
Dormitory Authority of the State of New York

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPRENAL FILER REFERENCE DATA**

Rivington House Health Care Facility, Series 2002 (Fix) (File with New York County)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (print and **check**) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

#02PN32939 - Filed 12/16/02 with New York County

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 8 on Amendment form)

12a. ORGANIZATION'S NAME

Dormitory Authority of the State of New York

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor: Rivington House - The Nicholas A. Rango Health Care Facility

Secured Party: Dormitory Authority of the State of New York

Record Owner: Rivington House - The Nicholas A. Rango Health Care Facility

Address: 45 Rivington Street, New York, NY 10002

Block: 420

Lot #: 47

Title No.: 3114-00512

CHICAGO TITLE INSURANCE COMPANY COMMON EXCEPTIONS AFFIDAVIT

State of New York }
County of New York } ss:

STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE

_____, being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as 37-49 RIVINGTON STREET AKA, NEW YORK, New York ("the Premises"), and that I make this affidavit in response to certain Exceptions contained in Title Report No. _____ issued by CHICAGO TITLE INSURANCE COMPANY the Title Report"), knowing that CHICAGO TITLE INSURANCE COMPANY will rely upon the truthfulness of the statements herein.
2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.
3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.
4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exception(s) _____ in the captioned title report are against the Fee Owner; and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.
5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.
6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.
7. That there are presently _____ tenants in the Premises; and that each of the tenants is _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or _____ In possession as tenant only and that there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

That there are no tenants in possession of the captioned premises.
8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

Sworn to before me this _____ day of _____ 20_____.

Notary Public

Title No.: 3114-00512

PURCHASER'S HOME EQUITY THEFT PREVENTION AFFIDAVIT

State of New York)
County of New York) ss:

Premises: 37-49 RIVINGTON STREET AKA, NEW YORK, New York

_____, being duly sworn, deposes and says:

1. I am the purchaser of the captioned premises and I am familiar with the contract of sale affecting said premises.
2. The transaction is exempt from the provisions of Section 265-a of the Real Property Law (the Home Equity Theft Protection Act) because the premises herein is being purchased:

(STRIKE OUT THE PROVISIONS THAT DO NOT APPLY):

- (a) for use as my primary residence and I will occupy the referenced premises as such; or
- (b) from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law; or
- (c) from _____, who is my spouse, grandparent, parent, child, grandchild, or sibling. *(Strike out the ones which are inapplicable), or*
- (d) by a not-for-profit housing organization or a public agency; or
- (e) the statute is not applicable because I am a bona fide purchaser for value; or
- (f) is a sale authorized by statute; or
- (g) by order or judgment of a court.

I make this affidavit knowing that CHICAGO TITLE INSURANCE COMPANY is relying on the truth of the statements made herein.

Sworn to before me this _____ day of _____ 20_____.

Notary Public

CHICAGO TITLE INSURANCE COMPANY

Title No.: 3114-00512

MORTGAGES

1. MORTGAGE made by RIVINGTON HOUSE HEALTH CARE FACILITY -to- NEW YORK STATE MEDICAL CARE FACILITIES FINANCE AGENCY dated AS OF 11/1/1992, recorded 2/14/1993 in Reel 1948 Page 2439 to secure the sum of \$69,280,000.00 and interest.
(Mortgage tax paid: NONE)

MODIFICATION AGREEMENT made between RIVINGTON HOUSE - THE NICHOLAS A. RANGO HEALTH CARE FACILITY (A/K/A RIVINGTON HOUSE HEALTH CARE FACILITY) -and- DORMITORY AUTHORITY OF THE STATE OF NEW YORK dated as of 12/18/2002, recorded 5/7/2003 in CRFN 2003000078558.

Modifies Mortgage 1 and declares the outstanding principal balance to be \$29,790,000.00.

Mortgage 1 can be satisfied or assigned by:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

2. ENFORCEMENT LOAN MORTGAGE made by RIVINGTON HOUSE HEALTH CARE FACILITY -to- THE CITY OF NEW YORK dated 12/3/1992, recorded 3/25/1993 in Reel 1457 Page 1351 to secure the sum of \$1,200,000.00 and interest.
(Mortgage tax paid: NONE)

Mortgage 2 can be satisfied or assigned by:

THE CITY OF NEW YORK

This certificate does not purport to show all the terms and provisions of the preceding mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.

- MORTGAGES -

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 718-625-9609

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

104 Edwards Ave. Suite 1
Calverton, NY 11933
Tel: 631-727-1308
Fax: 631-727-1309

TITLE: CTIM-711 311400512

PAGE 1 OF 2

THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO
TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **41 RIVINGTON STREET** County: **MANHATTAN**
Building Class: **NURSING HOME - 16** SWIS: **620100** Section: **2** Vol.: **4**
Tax Class: **4** Tax Rate: **10.323** Adj. Tax Rate: **0** Block: **420** Lot: **47**
Condo:
Assessed Owner: **RIVINGTON HOUSE HLTHE** Annual taxes without exemptions: **\$874,468.56**

2014/2015 FINAL

Transition Land	\$ 1,569,240.00	Actual Land	\$ 1,471,500.00
Transition Total	\$ 8,471,070.00	Actual Total	\$ 9,138,150.00
Transition Exempt	\$ 8,471,070.00	Actual Exempt	\$ 9,138,150.00

Exemption Type: **NURSING HOME**

Disposition / Returns:

ACCOUNT TYPE	DUE	ENTER DATE	TRANSACTION TYPE/ID	ITEM IND	LIABILITY	COLLECTION
PROP TAX	1st HALF	07/01/2014	PERIOD BALANCE:		FULLY EXEMPT	
PROP TAX	2nd HALF	01/01/2015	PERIOD BALANCE:		FULLY EXEMPT	

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES ARE SUBJECT TO CHANGE DUE TO ANTICIPATED TAX RATE REVISIONS.

CIS ACCOUNT #4000105280001

METER #8710 FIRE METER SET 1/1/80-NO BILLINGS 2007 TO PRESENT.
METER #8711 FIRE METER SET 1/1/80-NO BILLINGS 2007 TO PRESENT.

TOTAL DUE ON ACCOUNT \$-0-

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING SHOULD BE REQUESTED PRIOR TO CLOSING.

CIS ACCOUNT #4000958977001

SUBJECT TO CONTINUATION PRIOR TO CLOSING. NOTHING ELSE FOUND ON CITY'S RECORDS AS OF 9/29/2014. ANY PAYMENT MADE AFTER 6/30/2014 ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 718-625-9609

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

104 Edwards Ave. Suite 1
Calverton, NY 11933
Tel: 631-727-1308
Fax: 631-727-1309

TITLE: CTIM-711 311400512

PAGE 2 OF 2

METER #540 3/19/14 TO 6/17/14 ENT: 7/26/14 ACTUAL READING
AMOUNT BILLED \$960.39 PAID 8/18/14 (UNOFFICIAL)

TOTAL DUE ON ACCOUNT \$-0-

DEP RECORDS SHOW METER AS STEAM CONDENSATION METER.

CIS ACCOUNT #8000105281001

METER #3850-NO BILLINGS AS OF DATE OF SEARCH-CITY OWNED METER.

METER #4069 COOLING TOWER MONITOR SET 1/20/05.

TOTAL DUE ON ACCOUNT \$-0-

WATER/SEWER BILLINGS SUBJECT TO A FINAL METER READING. FINAL READING
SHOULD BE REQUESTED PRIOR TO CLOSING.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

SUBJECT TO CONTINUATION PRIOR TO CLOSING. NOTHING ELSE FOUND ON CITY'S RECORDS AS OF 9/29/2014. ANY
PAYMENT MADE AFTER 6/30/2014 ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT
CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION,
HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK
AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND
REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE
STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE
CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD
OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montagus Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 718-625-9609

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

104 Edwards Ave. Suite 1
Calverton, NY 11933
Tel: 631-727-1308
Fax: 631-727-1309

Title: CTIM-711 311400512

Premises: 41/49 RIVINGTON STREET
AKA 181/187 ELDRIDGE STREET
AKA 154/166 FORSYTH STREET

County: MANHATTAN

District:

Section:

Block: 420

Lot: 47

VAULT TAX SEARCH

A SEARCH OF THE DEPARTMENT OF FINANCE COMPUTER RECORDS WAS MADE ON: 10/2/2014

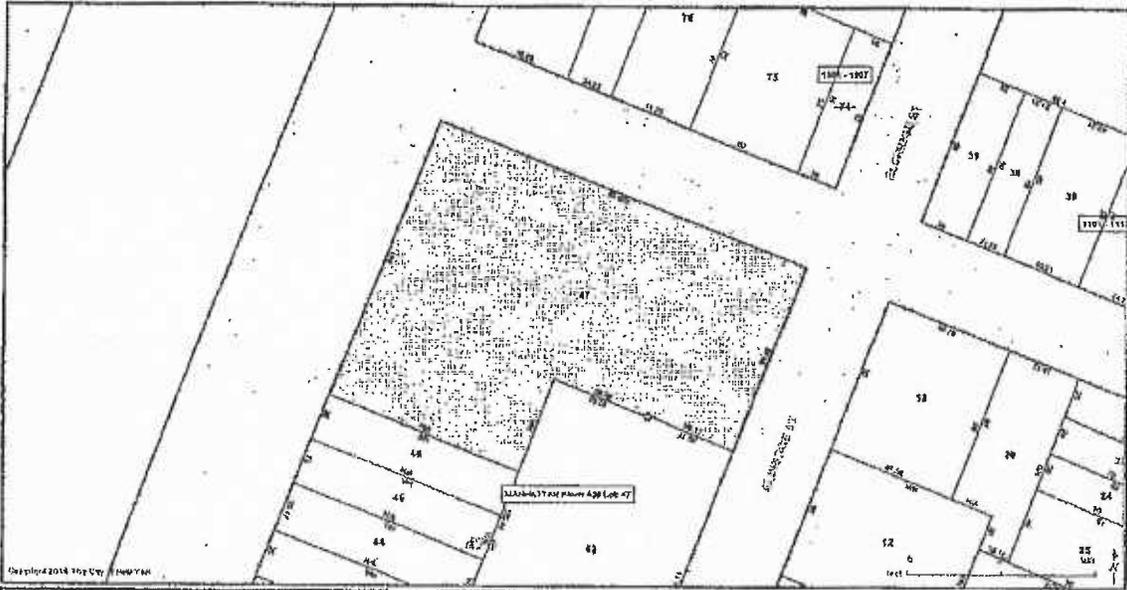
- THERE ARE NO OPEN VAULT CHARGES ON RECORD AT THIS LOCATION
- THE VAULT CHARGES HAVE BEEN DISCONTINUED SINCE 1998. NO FURTHER BILLINGS HAVE BEEN ASSESSED, AND ALL PREVIOUS CHARGES HAVE BEEN PAID TO DATE.
- THERE ARE OPEN VAULT CHARGES ON RECORD AT THIS LOCATION AND UNPAID CHARGES HAVE GONE TO WARRANT STATUS.

FOR OUTSTANDING DOCKETED TAX WARRANTS, SEE THE RECORDS OF THE SUPREME COURT/COUNTY CLERKS OFFICE FOR BOROUGH IN QUESTION.

NOTE: THERE MAY BE EXISTING VAULTS AT THE ABOVE MENTIONED BLOCK AND LOT THAT HAVE NOT YET BEEN INSPECTED BY THE DEPARTMENT OF FINANCE. THIS SEARCH DOES NOT COVER ANY DROPPED OR MERGED LOTS. THIS SEARCH IS SUBMITTED FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED. THIS SEARCH IS PREPARED FOR EXCLUSIVE USE BY CHICAGO TITLE INS - 711.

10/1/2014

Digital Tax Map - New York City Dept. of Finance



	Borough Boundary	C50	Condo Flag/Condo Number
	Tax Block Boundary	A50	Air Right Flag/Lot Number
50	Tax Block Number	S50	Subterranean Right Flag/Lot Number
	Tax Lot Boundary	R	REUC Flag
50	Tax Lot Number		Under Water Tax Lot Boundary
	Condo FKA Tax Lot Number		Other Boundary
50.5	Tax Lot Dimension		Possession Hook
+5.5	Approximate Tax Lot Dimension	Misc	Miscellaneous Text
100-100	Condo Units Range Label		Small Tax Lot Dimension
	Building Footprint		Surface Water

REAL ESTATE TAXES - NEW YORK CITY

TAX	FISCAL YEAR BEGINS	DUE DATES	LIEN DATES
City Assessed Valuation of \$40,000 or less*	July 1	July 1, October 1, January 1 & April 1	July 1, October 1, January 1 & April 1
Assessed Valuation of over \$40,000	July 1	**July 1 & January 1	**July 1 & January 1
Annual Water (non-metered) Annual Sewer	June 30	June 30	June 30
<p>*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals \$40,000 or less.</p> <p>**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law require owners of real estate assessed at more than \$40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at \$40,000 or less.</p>			
CITY TAX	<p>The grace period on taxes is through the 15th day of the month beginning with the due date. Interest from the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is \$2,750.00 or less. If the property is improved and the annual tax is more than \$2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.</p> <p>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date.</p>		
WATER METER CHARGES AND SEWER CHARGES	<p>Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York City Department of Finance's computer systems, where water and sewer charges have been posted in the past.</p> <p>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).</p> <p>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and become liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.</p> <p>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of \$55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment on payment of the required fee of \$55.00.</p>		

WATER AND SEWER CHARGES (FRONTAGE)	If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.	
WATER METER CHARGES AND SEWER CHARGES (FOR QUEENS COUNTY ONLY)	<p>In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co.). The meter is read approximately every 90 days and a bill mailed 7 days later.</p> <p>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone #718-298-8100) to set up an appointment at no charge to the customer.</p> <p>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 595-4600.</p> <p>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</p>	
ASSESSMENTS	LIEN DATE When entered	DUE DATE When entered
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Health Pest Control charges).</p> <p>INTEREST PENALTY FOR LATE PAYMENT Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</p>	
BOILER AND ELEVATOR	LIEN DATE When entered	DUE DATE When entered
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 30 days of entry.</p> <p>INTEREST PENALTY FOR LATE PAYMENT Interest on all Boiler and Elevator charges 18% per annum.</p>	
VAULT	LIEN DATE June 1	DUE DATE June 1
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 30 days of entry.</p> <p>INTEREST PENALTY FOR LATE PAYMENT Interest rates on all Vault charges March 1, 1989 to date 8.0% per annum.</p>	

NOTES

1. Your canceled check is your receipt. Receipted bills will not be returned unless written request accompanies payment.
2. General information call: Taxpayer Assistance (718) 935-9500.
3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained from the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges call the Department of Environmental Protection (718) 595-7000.)
4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.
5. Information regarding refunds: Call (718) 935-9500.
6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.
7. Checks should be made payable to New York City Department of Finance.
8. Effective July 1, 1990, interest due on late payments is calculating using daily compounding rather than simple interest. The interest rate is fixed annually by the City Council.
9. To obtain a receipt upon payment, you must pay by cash or certified check.

CHICAGO TITLE INSURANCE COMPANY

Title No.: 3114-00512

MUNICIPAL, DEPARTMENTAL AND INFORMATIONAL SEARCHES

No state or municipal department searches for notices of violation of laws, regulations and ordinances filed therein are made **UNLESS SPECIFICALLY REQUESTED BY THE APPLICANT**. Such searches, if requested, are made by the particular municipal department and are called "Record Search" and disclose only those violations reported by the last inspection made by the City and do not show the present condition, which can be ascertained only by the applicant's requesting the City to make a new inspection and paying its fees therefor. Such searches are not continued to date of closing nor are new searches made even in event of adjournment of closing.

This Company does not, in any event, insure that the buildings or other erections upon the premises or their use comply with Federal, State and Municipal laws, regulations and ordinances, and therefore we assume no liability whatsoever by reason of the ordering of such searches and do not insure their accuracy. Such information as has been furnished to us by the various departments is set forth in the Municipal Department Violations Schedule.

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will not be insured and the company assumes no liability for the accuracy thereof. They will *not be continued* to the date of closing.

CENTRAL VIOLATIONS BUREAU

In *New York City*, since about July 1, 1961, only the Fire Department, the Department of Health, the Department of Air Pollution Control and the Department of Water Supply, Gas and Electricity have been reporting violations issued by them affecting multiple dwellings to the Central Violations Bureau established pursuant to Section 328 of the Multiple Dwelling Law. In its report of its search for violations the Department of Buildings includes such violations affecting multiple dwellings filed by the aforesaid departments in the central bureau.

STREET VAULTS

In *New York City*, if there is a **STREET VAULT**, it is suggested that applicant investigate possible unpaid license fees by the City of New York for the use of such vault, because the right to maintain it **IS NOT INSURED**.

A street vault is any subsurface opening, structure, or erection, whether or not covered over, to the extent that it extends from the building line under the street. If there is a street vault used in connection with the premises herein described, the applicant should acquaint himself with the provisions of Title Z of Chapter 46 of the Administrative Code of the City of New York which imposes an annual charge for maintaining such vaults in New York City.

SCHEDULE:

MUNICIPAL SEARCHES - NONE.

FOR INFORMATION ONLY: AS REQUIRED BY LAW, PATRIOT SEARCHES HAVE BEEN RUN AGAINST THE FOLLOWING NAME(S):

RIVINGTON HOUSE HEALTH CARE FACILITY

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 718-625-9609

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

104 Edwards Ave. Suite 1
Calverton, NY 11933
Tel: 631-727-1308
Fax: 631-727-1309

Title: CTIM-711 311400512
Premises: 41/49 RIVINGTON STREET
AKA 181/187 ELDRIDGE STREET
AKA 154/166 FORSYTH STREET
County: MANHATTAN

Date: 10/3/2014

Block: 420

Lot: 47

EMERGENCY REPAIR SEARCH

A Search Conducted in the Department of Rent and Housing Maintenance (Emergency Repair) last printed lien book reveals the following repair money due:

DATE: 5/30/2014
AMOUNT: 0.00

The result of the work-in progress search reveals that:

- There were no Emergency Repair(s) open purchase orders given out at the premises listed above subsequent to the above lien date.
- See attached information found for the premises listed above at HPD/Emergency Repair Division and are not posted in the last printed lien book.
- HPD lien records reflect property on Demolition Seal up listings.

* For further details contact HPD at 110 Gold St., New York, N.Y.

THE RECORDS OF THE ABOVE GOVERNMENTAL AGENCY WERE EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS A TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED HEREIN. NO LIABILITY IS ASSUMED. SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE OR HOUSING PRESERVATION AND DEVELOPMENT INCLUDING BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATIONS, HARDWARE OR SOFTWARE PROBLEM OR THE BACKDATING OF INFORMATION. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS.

THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY FOR THE EXCLUSIVE USE OF CHICAGO TITLE INS - 711.

SCHEDULE D

PERMITTED EXCEPTIONS

(a) Any state of facts that a current accurate survey of the Premises would show as of the Closing, provided that such state of facts does not materially and adversely affect Buyer's ability to use the Premises for its current use or render title unmarketable.

(b) Any state of facts that a personal inspection of the Premises might disclose.

(c) Taxes, water charges and sewer rents that are a lien but are not yet due and payable and assessments, all subject to adjustment as provided in this Agreement.

(d) Any lien or encumbrance encumbering the Premises as to which the Seller shall deliver to the Buyer, or Title Company, if any, at or prior to the Closing, proper instruments, in recordable form, cancelling such lien or encumbrance, together with any other instruments necessary thereto and the cost of recording and cancelling the same and the Title Company shall remove or satisfy any such lien or encumbrance and omit such lien or encumbrance from coverage.

(e) All rights or easements, if any, of any governmental unit or any public or private utility companies to lay, maintain, install and repair telephone wires, pipes, lines, poles, conduits, cable boxes and related equipment on, over, and under the Premises.

(f) Revocable nature of or lack of the right, if any, to maintain street and sidewalk vaults and other vault spaces, coal chutes, excavations, canopies and sub-surface equipment.

(g) Minor variations of 12 inches or less between tax lot lines and the record lines.

(h) Uniform Commercial Code financing statements, chattel mortgages and liens on personal property which are more than five (5) years old on the day prior to the Closing Date or filed against property or equipment no longer located on the Premises or owned by the Seller.

(i) Any laws, rules, regulations, statutes or ordinances affecting the Premises, including, without limitation, those relating to zoning, land use, environmental matters, and the ADA, provided that the same are not violated by the current use of the Premises.

(j) Minor encroachments of 6 inches or less and further provided the Seller is not out of possession of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises.

(k) Unpaid installments of assessments not due and payable on or before the Closing Date.

(l) Consents by the Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any street or streets on which the Premises may abut.

(m) The restrictions in that certain Indenture dated December 3, 1992 between the City of New York and Rivington House Health Care Facility, relating to the Premises and recorded at Reel 1927, Page 250.

(n) Any open violations, permits, applications or similar exceptions that would not require an expenditure of more than \$10,000 in the aggregate to satisfy, complete or remove, as applicable.

EXHIBIT A
ASSUMPTION AND INDEMNIFICATION AGREEMENT

EXHIBIT B

ASSIGNMENT OF LICENSES, PERMITS,
PLANS, CONTRACTS AND WARRANTIES

THIS ASSIGNMENT OF LICENSES, PERMITS, PLANS, CONTRACTS AND WARRANTIES (this "**Assignment**") is entered into and effective as of the ____ day of _____, 2014, by Rivington House – The Nicholas A. Rango Health Care Facility, ("**Assignor**") in favor of New Rivington Properties, LLC ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor has this day conveyed to Assignee certain real property situate in the City of New York, New York, State of New York, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon (the "**Real Property**"); and

WHEREAS, in conjunction with the conveyance of the Real Property, Assignor has agreed to assign all of its right, title and interest in and to certain licenses, permits, plans, contracts and warranties relating to the design, development, construction, ownership, operation, management and use of the Real Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor does, to the extent permitted by law, hereby transfer, assign and set over to Assignee to the extent assignable all of Assignor's right, title and interest if any in and to (i) all general intangibles relating to the design, development, construction, ownership, operation, management and use of the Real Property, (ii) all certificates of occupancy, zoning variances, licenses, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the design, development, construction, ownership, operation, management and use of the Real Property, expressly excluding, however, any license, permit or approval issued by the New York State Department of Health to operate the Assignor's skilled nursing facility, (iii) all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to the Real Property, and (iv) all contract rights (including without limitation rights to indemnification), payment and performance bonds or warranties or guaranties relating to the Real Property (the items described in this Section 1 being hereinafter referred to as the "**Licenses, Permits, Plans, Contracts and Warranties**").

2. Further Assurances. Assignor covenants with Assignee that it will execute or procure any additional documents necessary to establish the rights of Assignee hereunder and shall, at the cost of Assignee, take such action as Assignee shall reasonably request to enforce any rights under any of the Licenses, Permits, Plans, Contracts and Warranties that are, by their terms, not assignable to Assignee.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date set forth above.

RIVINGTON HOUSE – THE NICHOLAS
A. RANGO HEALTH CARE FACILITY

By: _____

Name: Emma DeVito

Title: President and Chief Executive Officer

EXHIBIT C

BILL OF SALE FOR FIXTURES

KNOW ALL MEN BY THESE PRESENTS:

THAT, Rivington House – The Nicholas A. Rango Health Care Facility, hereinafter referred to as the Grantor, for and in consideration of the sum of TEN AND NO/DOLLARS (\$10.00) paid by, New Rivington Properties, LLC hereinafter referred to as the Grantee, the sufficiency and receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, all of its right, title and interest in and to the fixtures attached or appurtenant to the Building owned by Grantor at 45 Rivington Street, New York, New York (the “Fixtures”).

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it effective as of the ____ day of _____, 2014.

RIVINGTON HOUSE – THE NICHOLAS
A. RANGO HEALTH CARE FACILITY

By: _____
Name: Emma DeVito
Title: President and Chief Executive Officer

EXHIBIT D
FORM OF DEED
(Attached)

BARGAIN AND SALE DEED
(with covenants)

RIVINGTON HOUSE-THE NICHOLAS A. RANGO HEALTH CARE FACILITY
-To-
NEW RIVINGTON PROPERTIES, LLC

The land affected by the within
Instrument lies in
Section:
Block: 420
Lot: 47
On the Land Map of the County of New York

Street Address:
45 Rivington Street
New York, New York 10002

RECORD AND RETURN TO:

BARGAIN AND SALE DEED WITH COVENANTS

THIS INDENTURE, made the ___ day of _____, 201__.

BETWEEN RIVINGTON HOUSE-THE NICHOLAS A. RANGO HEALTH CARE FACILITY, a New York non-profit corporation ("Grantor"), having an address at 45 Rivington Street, and NEW RIVINGTON PROPERTIES LLC ("Grantee"), having an address at c/o Allure Group LLC, 199 Lee Street, Brooklyn, New York.

WITNESSETH, that Grantor, in consideration of TEN Dollars and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto the said Grantee, its heirs or successors and assigns forever,

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York, which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the Southerly side of Rivington Street with the easterly side of Forsyth;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the Westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street, 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

TOGETHER with the appurtenances and all the estate and rights of the said Grantor in and to said Premises,

TOGETHER with all right, title and interest, if any, of the Grantor in and to the streets and roads abutting the above described Premises to the center line thereof,

SUBJECT TO, any and all easements, covenants, conditions, restrictions, and reservations of record, if any,

SUBJECT TO that certain other Indenture dated December 3, 1992 between the City of New York and Rivington House Health Care Facility, relating to the Premises and recorded at Reel 1927, Page 250.

TO HAVE AND TO HOLD the Premises herein granted unto the said Grantee, its heirs or successors and assigns forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has hereunto caused these presents to be duly executed as of this _____ day of _____, 201__.

GRANTOR:

RIVINGTON HOUSE-THE NICHOLAS A.
RANGO HEALTH CARE FACILITY
a New York not-for-profit corporation

By: _____
Name: Emma DeVito
Title: President & Chief Executive Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of _____ in the year 201__ before me, the undersigned, personally appeared Emma DeVito, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[SEAL]

My commission expires:

EXHIBIT E
FORM OF FIRPTA AFFIDAVIT
(Attached)

FIRPTA AFFIDAVIT – NON FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by [_____] (the, “Transferor”), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Transferor’s U.S. employer identification number is _____; and
4. Transferor’s office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[name]

[title]

[date]