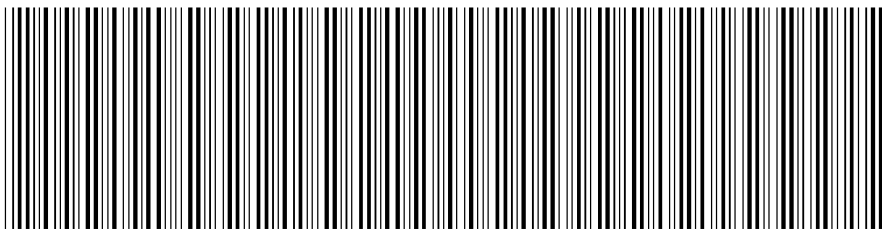


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 51

Document ID: 2026070900638021

Document Date: 06-30-2026

Preparation Date: 07-21-2026

Document Type: AGREEMENT

Document Page Count: 49

PRESENTER:

CLEAR NATIONAL TITLE AGENCY, LLC
55 WEST 116TH STREET
SUITE 296
NEW YORK, NY 10026
212-710-9470
INFO@CLEARNATIONAL.COM

RETURN TO:

CLEAR NATIONAL TITLE AGENCY, LLC
55 WEST 116TH STREET
SUITE 296
NEW YORK, NY 10026
212-710-9470
INFO@CLEARNATIONAL.COM

Borough	Block	Lot	Unit	Address
BROOKLYN	4602	1	Entire Lot	N/A SCHENECTADY AVENUE

Property Type: OTHER

Borough	Block	Lot	Unit	Address
BROOKLYN	4602	2	Entire Lot	N/A EAST 49TH STREET

Property Type: OTHER

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

THE BROOKDALE HOSPITAL MEDICAL CENTER
ONE BROOKDALE PLAZA
BROOKLYN, NY 11212

PARTY 2:

KINGSBROOK ESTATES OWNER LLC
C/O MONADNOCK DEVELOPMENT, 240
HUNTINGTON STREET, 3RD FLOOR
BROOKLYN, NY 11231

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

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: \$ 291.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

CITY OF NEW YORK

Recorded/Filed 07-22-2026 14:43

City Register File No.(CRFN):

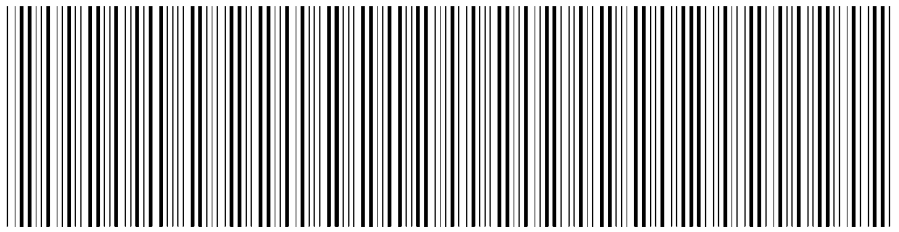
2026000206534



Colette McChia-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2026070900638021002CA82A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 51

Document ID: 2026070900638021 Document Date: 06-30-2026 Preparation Date: 07-21-2026
Document Type: AGREEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	4602 3 Entire Lot		86 EAST 49TH STREET
Property Type: OTHER			
Borough	Block Lot	Unit	Address
BROOKLYN	4602 5 Entire Lot		585 SCHENECTADY AVENUE
Property Type: OTHER			

PARTIES

PARTY 1:
RUTLAND NURSING HOME, INC.
585 SCHENECTADY AVENUE
BROOKLYN, NY 11203

PARTIES

PARTY 2:
KINGSBROOK ESTATES HOUSING DEVELOPMENT
FUND CORP.
105 CARLTON AVENUE
BROOKLYN, NY 11205

ZONING LOT DEVELOPMENT AGREEMENT

This **ZONING LOT DEVELOPMENT AGREEMENT** (this “**Agreement**”), made as of the 30th day of June, 2026, by and between **THE BROOKDALE HOSPITAL MEDICAL CENTER**, a New York not-for-profit corporation, successor-by-merger to Kingsbrook Jewish Medical Center, having an address at (the “**Hospital Owner**”); **RUTLAND NURSING HOME, INC.**, a New York not-for-profit corporation, having an address at (“the **Nursing Home Owner**”); the Hospital Owner and the Nursing Home Owner are collectively referred to as the “**Owner**” and **KINGSBROOK ESTATES OWNER LLC**, a New York limited liability company, having an address c/o Monadnock Development, 240 Huntington Street, 3rd Floor, Brooklyn, New York 11231 (the “**LLC Owner**”); and **KINGSBROOK ESTATES HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation, having an address at 105 Carlton Ave, Brooklyn NY 11205 (the “**HDFC Owner**”) (the LLC Owner and the HDFC Owner are collectively referred to as the “**Developer**”; collectively with the Owner, the “**Parties**” and each individually, a “**Party**”).

W I T N E S S E T H :

WHEREAS, Hospital Owner is the owner in fee of a certain parcel of land, with the buildings and improvements thereon, located in the Borough of Kings, City, and State of New York, known as Tax Lot 1 in Block 4602 on the Tax Map of the City of New York (“**Tax Map**”) and by the street address of 615-633 Schenectady Avenue aka 785-809 Winthrop Street, Brooklyn, New York and more particularly described in Exhibit A annexed hereto and made a part hereof (said land being herein called the “**Lot 1 Owner Land**”, said buildings and any other improvements thereon, together with any future replacements thereof permitted pursuant to the provisions of this Agreement, being herein called the “**Lot 1 Owner Buildings**”, and the Lot 1 Owner Land and the Lot 1 Owner Building being herein collectively called the “**Lot 1 Owner Premises**”);

WHEREAS, Nursing Home Owner is the owner in fee of a certain parcel of land, with the buildings and improvements thereon, located in the Borough of Kings, City, and State of New York, known as Tax Lot 5 in Block 4602 on the Tax Map and by the street address of 569-605 Schenectady Avenue, Brooklyn, New York and more particularly described in Exhibit B annexed hereto and made a part hereof (said land being herein called the “**Lot 5 Owner Land**”, said buildings and any other improvements thereon, together with any future replacements thereof permitted pursuant to the provisions of this Agreement, being herein called the “**Lot 5 Owner Building**”, and the Lot 5 Owner Land and the Lot 5 Owner Building being herein collectively called the “**Lot 5 Owner Premises**”);

WHEREAS, the Lot 5 Owner Building and the Lot 1 Owner Building are referred to herein collectively as the “**Owner Buildings**”; the Lot 5 Owner Land and the Lot 1 Owner Land are referred to herein collectively as the “**Owner Land**,” and the Lot 5 Owner Premises and the Lot 1 Owner Premises are referred to herein collectively as the “**Owner Premises**”;

WHEREAS, HDFC Owner is the owner in fee, as nominee for LLC Owner, the equitable and beneficial owner pursuant to that certain Declaration of Interest and Nominee Agreement dated as of the date hereof, of certain parcels of land, with the buildings and improvements thereon, located

in the Borough of Kings, City, and State of New York, known as (i) Tax Lot 2 in Block 4602 on the Tax Map and by the street address of 567 Schenectady Avenue aka 818 Rutland Road, Brooklyn, New York (the “**Lot 2 Developer Land**”) and more particularly described in Exhibit C annexed hereto and made a part hereof; and (ii) Tax Lot 3 in Block 4602 on the Tax Map, more particularly described in Exhibit D annexed hereto and made a part hereof (the “**Lot 3 Developer Land**”) (the Lot 2 Developer Land and the Lot 3 Developer Land, as it may be enlarged from time to time, being herein collectively referred to as the “**Developer Land**”);

WHEREAS, the Lot 3 Developer Land is comprised of (i) a portion of Tax Lot 3 in Block 4602 on the Tax Map, also known as Tentative Tax Lot 3 in Block 4602, more particularly described in Exhibit E annexed hereto and made a part hereof (the “**Development Land**” or “**Parcel A**”); (iii) a portion of Tax Lot 3 in Block 4602 on the Tax Map, also known as Tentative Tax Lot 4 in Block 4602, more particularly described in Exhibit F annexed hereto and made a part hereof (the “**Reserved Land**” or “**Parcel B**”);

WHEREAS, Developer, or its affiliates and/or successors in interest, intend to (i) demolish all buildings existing as of the date hereof on the Developer Land (the “**Demolition**”); and (ii) develop on the Development Land, as part of a project called Kingsbrook Estates Phase I, new residential and community facility buildings, and intend to develop on the Lot 2 Developer Land an open parking area (such new buildings and other improvements, together with any future replacements thereof permitted pursuant to the provisions of this Agreement, and collectively with any existing buildings or other improvements and/or any future replacements thereof permitted pursuant to this Agreement, being hereafter referred to as the “**Developer Buildings**”, the Developer Land and the Developer Buildings collectively referred to herein as the “**Developer Premises**”);

WHEREAS, the Parties hereto are simultaneously herewith executing a Declaration of Zoning Lot Restrictions (the “**Declaration**”) in accordance with certain provisions set forth in a definition of the term “zoning lot” as set forth in Section 12-10 of the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended to date (as the same may hereafter be amended or restated from time to time, hereafter referred to as the “**Zoning Resolution**”), in order to create a single zoning lot comprised of the Owner Land and the Developer Land (such zoning lot, as the same may be amended in accordance with this Agreement, is herein referred to as the “**Combined Zoning Lot**”) and such other agreements as are necessary to effectuate the intent of the Parties in connection with this Agreement;

WHEREAS, all parties-in-interest with respect to the Combined Zoning Lot as shown on the Parties in Interest Certification of Mission Title Company attached hereto as Exhibit I, have either joined in the Declaration or have waived their right to do so and have either executed this Agreement or have subordinated their interest in the Combined Zoning Lot thereto;

WHEREAS, as part of the project called Kingsbrook Estates Phase II (the “**Phase II Development**”), Developer will develop additional buildings and other improvements at a future date (“**Phase II Buildings**”), at which time the Parties intend to enlarge the Developer Land with portions of the Owner Land, and the Phase II Buildings are anticipated to be constructed on the Reserved Land, as it may be enlarged with former portions of the Owner Land, and, if required to develop the Phase II Buildings, Owner and Developer intend to (i) amend this Agreement in order

to (a) transfer additional Development Rights from the Owner Land to the Reserved Land; and (b) designate certain portions of the Owner Land as “open space” (as defined in the Zoning Resolution) subject to an easement in order to support the floor area transferred to and incorporated into the Phase II Buildings; and (ii) enter into such other agreements necessary or desirable to develop the Phase II Buildings and undertake the Phase II Development;

WHEREAS, the Parties wish to set forth certain agreements with respect to their rights and obligations in and to the Combined Zoning Lot and other matters, and wish to provide to the maximum extent possible for each Party to exercise its rights in the future without having to seek any consent, approval, or other action from the other Party hereto;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Certain Definitions. In addition to the capitalized terms that are defined throughout this Agreement and the recitals, as used herein:

a. **“Additional Development Rights”** shall mean any additional Development Rights (other than Bonus Development Rights) that may become available to the Combined Zoning Lot by expansion of the Combined Zoning Lot in accordance with the Zoning Resolution and this Agreement to include one or more Additional Parcels.

b. **“Additional Parcel(s)”** shall mean any other parcel of land that is contiguous to any portion of the Combined Zoning Lot for a minimum of ten (10) linear feet or may otherwise be added to the Combined Zoning Lot pursuant to the provisions of the Zoning Resolution or other applicable law. All references to Additional Parcels shall be deemed to refer to any one Additional Parcel or any combination of such Additional Parcels.

c. **“Agency”** shall mean the DOB (hereafter defined), the New York City Planning Commission, the New York City Department of City Planning, the New York City Board of Standards and Appeals, the New York City Department of Housing, Preservation and Development, the New York City Landmarks Preservation Commission, any successor agency of any of the foregoing, or any other agency of the City or State of New York or of the United States of America.

d. **“Bonus Development Rights”** shall mean any bonus floor area and other Development Rights appurtenant to a Premises (hereafter defined) or any Additional Parcel which may be available for inclusion in a building constructed thereon either (i) by reason of the provision of an amenity or public benefit whether or not such amenity or public benefit is located on the Combined Zoning Lot, or (ii) on an as-of-right basis or by special permit, authorization, certification, variance, or by any other procedure or transfer allowed under the provisions of the Zoning Resolution. QAH/QSH Development Rights are a type of Bonus Development Rights.

e. **“Building”** shall mean one or more of the Owner Buildings or the Developer Buildings, or any combination thereof.

f. **“Casualty”** shall mean an event that causes such demolition, damage, destruction, loss or other similar event such that the Owner Building or the Developer Building, or any other building or improvement located on the Combined Zoning Lot (as the case may be) cannot be lawfully restored to such building’s or buildings’ former bulk pursuant to the provisions of the Zoning Resolution regulating the redevelopment of non-complying buildings.

g. **“Datum Level”** shall mean the North American Vertical Datum of 1988 (NAVD 88) as established and maintained by the National Geodetic Survey of the National Ocean Service, National Oceanic and Atmospheric Administration or successor agency, which was established as the City Datum by Local Law 96 of 2013.

h. **“Developer Development Rights”** shall mean: (i) the Development Rights allocated to the Development Land as depicted on the Exhibit H Development Rights Chart attached hereto and made a part hereof (321,000 square feet of Development Rights, for any permitted use, including but not limited residential use, community facility use, or non-profit with sleeping accommodation community facility use, and which Development Rights may include, but are not limited to, Bonus Development Rights); (ii) any Additional Development Rights hereafter acquired by Developer; and (iii) the right to develop, maintain, and use the Developer Development Rights on the Development Land in accordance with this Agreement. The Parties hereby agree that Developer Development Rights are as depicted on Exhibit G attached hereto and made a part hereof.

i. **“Development Rights”** shall mean the rights, as determined in accordance with the Zoning Resolution, that are appurtenant to a zoning lot, to develop the zoning lot by erecting or adding thereon a structure or structures with a total floor area determined by: (i) multiplying the area of the zoning lot by the maximum as-of-right base floor area ratio, for all uses, established for the zoning district or districts in which the zoning lot is located; and, (ii) the further inclusion of any use, bulk (other than floor area), open space, lot coverage, density, and other development rights permitted under the Zoning Resolution that may be authorized to be developed by the appropriate Agency from time to time.

j. **“DOB” or “Department of Buildings”** shall mean the New York City Department of Buildings, or a successor entity thereto.

k. **“Owner Development Rights”** shall mean (i) (A) the Development Rights allocated to the Owner Land as depicted on the Exhibit H Development Rights Chart attached hereto and made a part hereof; (B) any Development Rights and/or Bonus Development Rights hereafter becoming appurtenant to the Combined Zoning Lot as the result of an Upzoning, pursuant to Section 2.d hereof, or as otherwise acquired by Development in accordance with the Zoning Resolution; and (C) any Additional Development Rights hereafter acquired by Owner; and (ii) the right to develop, maintain, and use the Owner Development Rights on the Owner Premises in accordance with this Agreement. The Parties hereby agree that Owner Development Rights are as depicted on Exhibit G attached hereto and made a part hereof.

l. **“Premises”** shall mean the Owner Premises or the Developer Premises, or any combination thereof.

m. **“QAH/QSH Development Rights”** shall mean those Development Rights appurtenant to a Premises or any Additional Parcel as of the date hereof which are available for inclusion in a building constructed thereon in accordance with ZR Section 23-22, as the same may be amended from time to time, by reason of the provision of “qualifying affordable housing” and/or “qualifying senior housing” (as such terms are defined in the Zoning Resolution as of the date hereof), whether or not such “qualifying affordable housing” and/or “qualifying senior housing” is located on the Combined Zoning Lot.

n. **“Relative Percentage”** shall mean the percentage reflecting the ratio that the Development Rights allocated to a Premises in accordance with this Agreement bears to the total Development Rights appurtenant to the Combined Zoning Lot immediately prior to a Downzoning (hereafter defined).

o. Undefined terms used in this Agreement which are defined in the Zoning Resolution — such as, without limitation, the terms “bulk”, “curb level”, “dwelling unit”, “floor area”, “floor area ratio”, “lot coverage”, “party in interest”, “use”, and “zoning lot” shall have the respective meanings set forth in Section 12-10 of the Zoning Resolution as of the date hereof.

2. Grants and Conveyances.

a. Conveyance of Development Rights. Owner hereby transfers and conveys to Developer in perpetuity the Developer Development Rights for utilization on the Development Land in connection with the construction and maintenance of the Developer Buildings and any Rebuilding thereof. Owner hereby reserves for itself the Owner Development Rights. Developer shall not be considered in violation of this Agreement during the time that the Existing Buildings remain on the Developer Land prior to the Demolition, if the Development Rights incorporated into such Existing Buildings exceed the Developer Development Rights.

b. Limitations on Owner Premises.

(1) Alterations and Rebuilding. Owner covenants and agrees that no new buildings, improvements, alterations, or additions (**“Alterations”**) shall be constructed or allowed to exist on the Owner Premises and no reconstruction, replacement, or rebuilding (**“Rebuilding”**), whether following a Casualty or otherwise, shall be undertaken of the Owner Building if such Alteration or Rebuilding or any portion of such Alteration or Rebuilding: (A) creates a new or increases the degree of any existing non-conformance or non-compliance with any requirement of the Zoning Resolution or any applicable laws in effect at the time of such Alteration or Rebuilding when the effect of such Alteration or Rebuilding is considered together with the Development Rights utilized by the other buildings on the Combined Zoning Lot and/or the effect of any pending Rebuilding of the other buildings on the Combined Zoning Lot; (B) utilizes any Developer Development Rights or Additional Development Rights acquired by Developer; (C) increases the lot coverage in excess of the amount permitted under the Zoning Resolution with respect to the Combined Zoning Lot; (D) reduces the open space to less than the amount required by the Zoning

Resolution with respect to the Combined Zoning Lot; (E) changes the existing use of the Owner Building to any use prohibited by the Zoning Resolution; or (F) amends or makes an application to amend the certificate of occupancy for the Owner Building if such amendment would decrease the Developer Development Rights, or any Additional Development Rights that would be attributable to the Developer Premises or any Additional Parcels or utilized on any Additional Parcels.

(2) Material Violations. Owner covenants and agrees not to create (or permit to exist) a Material Violation with respect to the Owner Premises. “**Material Violation**” shall mean either a new, or increase in the degree of any existing, non-conforming use or non-compliance under the Zoning Resolution or a violation of the Zoning Resolution or any building code, fire code, or other law, ordinance or regulation in effect, which, in either case, could delay, hinder, or prevent issuance of a building, or any other, permit or approval required by law to alter, repair, maintain, build, or rebuild any building or a certificate of occupancy for any building on the Combined Zoning Lot. If at any time there exists any Material Violation on the Owner Premises, Owner shall commence a cure within twenty (20) days after the earlier of receiving notice of the same from an Agency or from Developer and shall proceed diligently and continuously to make all efforts to cure, remove, and discharge of record the same as rapidly as possible. If Owner does not commence and proceed diligently and continuously with such cure, Developer shall have the right to cure such Material Violation at the expense of Owner (and, if necessary, in the name of Owner), and Owner shall execute and deliver such documents as may be required in connection therewith, it being agreed that Developer shall have a license to have access to the Owner Premises for the purpose of effecting such cure; provided, however, Developer covenants and agrees that such access and cure shall (A) only occur after notice to Owner, (B) except in the event of an emergency, only occur at reasonable times, and (C) not unreasonably interfere with Owner’s use and occupancy of the Owner Building; and provided, further, that during the period of such access and cure, Developer shall procure and maintain liability insurance naming Owner as an additional insured, in the form and in the amount customarily carried in connection with the access and cure of such particular Material Violation. In addition, Developer may, at its option, maintain any action permitted at law or in equity or by statute against Owner with respect to such Material Violation, including, without limitation, an action for injunctive relief to compel Owner to cure such Material Violation. If Developer is compelled or elects to expend any sum of money or do any acts which require the payment of money by reason of complying with, remedying, or curing a Material Violation on the Owner Premises, Owner shall, upon demand, promptly reimburse Developer all such sums together with interest thereon at the prime rate of Citibank (or such successor banking institution), compounded monthly, from the date of such expenditure. Such expenses shall be limited to reasonable and customary third-party expenses which are necessary to cure such Material Violations. Owner reserves the right to contest Material Violations and reserves the right to contest any expenditures made by Developer to cure such Material Violations.

c. Limitations on Developer Premises.

(1) Alterations and Rebuilding. Developer covenants and agrees that no Alterations shall be constructed or allowed to exist on the Developer Premises, and no Rebuilding, whether following a Casualty or otherwise, shall be undertaken of the Developer Building if such Alteration or Rebuilding or any portion of such Alteration or Rebuilding (A) creates a new or increases the

degree of any existing non-conformance or non-compliance with any requirement of the Zoning Resolution or any applicable laws in effect at the time of such Alteration or Rebuilding when the effect of such Alteration or Rebuilding is considered together with the Development Rights utilized by the other buildings on the Combined Zoning Lot and/or the effect of any pending Rebuilding of the other buildings on the Combined Zoning Lot; (B) utilizes any of the Owner Development Rights; (C) creates a non-compliance by the Owner Building with respect to any applicable federal, state, or local laws, rules or regulations; (D) changes the existing use of the Developer Building to any use prohibited by the Zoning Resolution; or (E) amends or makes an application to amend the certificate of occupancy for the Developer Building if such amendment would decrease the Owner Development Rights.

(2) Material Violations. Developer covenants and agrees not to create (or permit to exist) a Material Violation with respect to the Developer Premises. If at any time there exists any Material Violation on the Developer Premises, Developer shall commence a cure within twenty (20) days after the earlier of receiving notice of the same from an Agency or from Owner and shall proceed diligently and continuously to make all reasonable efforts to cure, remove, and discharge of record the same as rapidly as possible. If Developer does not commence and proceed diligently and continuously with such cure, Owner shall have the right to cure such Material Violation at the expense of Developer (and, if necessary, in the name of Developer), and Developer shall execute and deliver such documents as may be required in connection therewith, it being agreed that Owner shall have a license to have access to the Developer Premises strictly for the purpose of effecting such cure; provided, however, Owner covenants and agrees that such access and cure shall (A) only occur after notice to Developer, (B) except in the event of an emergency, only occur at reasonable times, and (C) not unreasonably interfere with Developer's use and occupancy of the Developer Building; and provided, further, that during the period of such access and cure, Owner shall procure and maintain liability insurance naming Developer as an additional insured, in the form and in the amount customarily carried in connection with the access and cure of such Material Violation. In addition, Owner may, at its option, maintain any action permitted at law or in equity or by statute against Developer with respect to such Material Violation, including, without limitation, an action for injunctive relief to compel Developer to cure such Material Violation. If Owner is compelled or elects to expend any sum of money or do any acts which require the payment of money by reason of complying with, remedying or curing a Material Violation on the Developer Premises, Developer shall, upon demand, promptly reimburse Owner all such sums together with interest thereon at the prime rate of Citibank (or such successor banking institution), compounded monthly, from the date of such expenditure. Such expenses shall be limited to reasonable and customary third-party expenses which are necessary to cure such Material Violations. Developer reserves the right to contest Material Violations and reserves the right to contest any expenditures made by Owner to cure such Material Violations.

(3) Restrictions on Reserved Land. Developer covenants and agrees that, unless and until this Agreement is amended to facilitate the development of the Phase II Buildings, the Reserved Land shall not be improved with a building or any other structure, and no Developer Development Rights may be utilized on the Reserved Land.

d. Changes in Zoning.

(1) If, following a validly enacted amendment of the Zoning Resolution reducing the Development Rights appurtenant to the Combined Zoning Lot (a “**Downzoning**”), only one of the buildings on the Combined Zoning Lot suffers a casualty, then, unless otherwise permitted to be restored to its former bulk pursuant to the provision of the Zoning Resolution governing non-complying buildings, any Rebuilding of such building undertaken on the applicable Premises shall be limited to an amount of Development Rights available to the Premises on which such building was located at such time (considered as if such Premises was a separate and independent zoning lot) which would not reduce or otherwise adversely affect the Development Rights incorporated into or allocated pursuant to this Agreement to the other buildings on the Combined Zoning Lot which did not suffer any casualty.

(2) If, following a Downzoning, more than one but less than all of the buildings on the Combined Zoning Lot suffer a casualty, then, unless otherwise permitted to be restored to such buildings’ former bulk pursuant to the provisions of the Zoning Resolution governing non-complying buildings, any Rebuilding undertaken on the Combined Zoning Lot shall be limited by such Downzoning such that each Premises affected by the casualty shall be entitled to its pro rata share of total Development Rights available as of the date hereof to all of the Premises affected by the casualty, after taking into account (in accordance with **Exhibit G** annexed hereto) the Development Rights attributable to any buildings remaining on the Combined Zoning Lot following such casualty, as the same may have been enlarged or subdivided.

(3) If, following a Downzoning, all of the buildings on the Combined Zoning Lot suffer a casualty, then, unless otherwise permitted to be restored to such building’s or buildings’ former bulk pursuant to the provision of the Zoning Resolution governing non-complying buildings, any Rebuilding undertaken on the Combined Zoning Lot shall be limited by such Downzoning such that each affected Premises shall be entitled to its pro rata share of the Development Rights available in accordance with **Exhibit G** annexed hereto.

(4) If the Combined Zoning Lot has been enlarged or subdivided prior to a Downzoning in accordance with the terms of this Agreement and **Exhibit G** was not amended to accurately represent the totality of the Development Rights appurtenant to each Premises, then prior to any determinations pursuant to this Section 2(d), **Exhibit G** shall be considered modified to reflect the Development Rights each of the Premises were entitled to prior to such Downzoning, taking into account any such enlargements or subdivisions of the Combined Zoning Lot prior to such Downzoning.

(5) If a validly enacted amendment of the Zoning Resolution increases the Development Rights ascribable to all or a portion of the Combined Zoning Lot (an “**Upzoning**”), then the Development Rights resulting from such Upzoning shall be allocated so that the Owner Premises shall be entitled to the Development Rights ascribable to the Combined Zoning Lot.

3. Utilization of Development Rights; Cooperation.

a. Development Rights. Pursuant to the Declaration, Owner and Developer have consented to the creation of the Combined Zoning Lot. Owner agrees with Developer that, subject to the terms of Section 2, Developer may incorporate into the Developer Buildings all of the Developer Development Rights and otherwise utilize the Developer Development Rights any time hereafter to develop the Developer Premises or any Additional Parcels that Developer elects to include in the Combined Zoning Lot. Developer agrees with Owner that, subject to the terms of Section 2, Owner may incorporate into the Owner Buildings all of the Owner Development Rights and otherwise utilize the Owner Development Rights any time hereafter to develop the Owner Premises or any Additional Parcels that Owner elects to include in the Combined Zoning Lot.

b. Cooperation. The Parties hereto covenant and agree to cooperate with the other in the utilization of such other Party's rights under this Agreement and to take all reasonable steps requested by any Party which seeks to implement development or redevelopment of its respective Premises (the "**Requesting Party**"), and, in furtherance thereof, covenants that:

i. Each Party shall cooperate with the Requesting Party, at the Requesting Party's sole cost and expense (including, without limitation, payment of the other Party's reasonable attorneys' fees), in connection with the development and/or any Alteration or Rebuilding of any Developer Building or any Owner Building, as the case may be, the utilization of any or all of the Developer Development Rights, and/or the utilization of any or all of the Owner Development Rights, as the case may be, all in accordance with this Agreement. Such cooperation shall include but not be limited to the execution, delivery, filing, recording, prosecution and/or the processing by any Agency of any applications, certifications, consents, restrictive declarations, documents, statements or other instruments (collectively, "**Cooperation Documents**") for or in connection with any (a) ministerial (i.e., as-of-right) or discretionary approvals and/or entitlements, or any extensions, modifications, amendments or appeals thereof, including but not limited to approvals, interpretations, instrumentation, permits, and related entitlements associated with development utilizing the Developer Development Rights or the Owner Development Rights, as applicable, (b) actions made by the Requesting Party to increase the Development Rights appurtenant to the Combined Zoning Lot or to modify any restrictions on development more restrictive than those in effect as of the date of this Agreement, including but not limited to actions taken subsequent to a Downzoning to increase the Development Rights appurtenant to the Combined Zoning Lot, and/or (c) submission of the Requesting Party's Premises to a condominium, cooperative, "cond-op" or similar form of ownership regime, provided, in each case of (a), (b) and (c), that such applications would not create a Material Violation or result in a violation of this Agreement (collectively, "**Applications**").

ii. The non-requesting party shall execute and deliver to the Requesting Party any Cooperation Documents within ten (10) Business Days after receiving a written request from the Requesting Party for the same, including the execution of any plan-work approval (PW1) application or similar application required by the DOB in furtherance of an alteration or new building application, or the associated creation of an *eFiling* account or any successor account type with the Department of Buildings if necessary to carry out such obligations, and providing the non-requesting party's *eFiling* credentials to the Requesting Party.

iii. Each present and future “party in interest” to the Combined Zoning Lot (other than the parties to this Agreement), by subordinating its interest in the Combined Zoning Lot to this Agreement and/or by taking its interest in the Combined Zoning Lot subject to this Agreement, shall be deemed automatically and without any further action on its part to have (a) consented to any Applications and consented to and waived its right to execute any Cooperation Documents as may be required for the approval of any Applications, regardless of whether such “party in interest” executes such Cooperation Documents or a waiver of its right to execute the same, and (b) consented to and subordinated its interest to any and all amendments or restatements of this Agreement, provided that all of the same are consistent with this Agreement and do not materially adversely affect the Owner’s rights to utilize the Owner Development Rights and the Owner Premises, and/or the Developer’s rights to utilize the Developer Development Rights and the Developer Premises in accordance with this Agreement. Notwithstanding and without limiting the validity and effectiveness of the foregoing sentence, each present and future “party in interest” to the Combined Zoning Lot (other than the parties to this Agreement) shall execute and deliver, within ten (10) Business Days after receiving a written request therefor from the Owner or Developer, any Cooperation Documents as may be required by an Agency for the review and approval of any Applications, and the Owner and Developer, as the case may be, shall make commercially reasonable efforts to cause any “party in interest” to the Owner Premises or the Developer Premises, as the case may be, to execute all such Cooperation Documents in accordance with this Agreement.

iv. Owner agrees, if required by applicable law, rule, regulation, or DOB protocol for Developer to utilize the Developer Development Rights and/or obtain a certificate of occupancy for the Developer Building, or for Developer to acquire and/or convey any Additional Development Rights from an Additional Parcel hereafter merged into the Combined Zoning Lot, that Owner shall fully cooperate with Developer in having one or more certificates of occupancy issued for the Owner Buildings referencing the Combined Zoning Lot, as the same may hereafter be modified by Developer in accordance with Section 8 and Section 9 hereof, including, without limitation, granting access to the Owner Premises to Developer, its consultants, agents, representatives, and employees upon reasonable advance notice and during normal business hours for purposes related thereto. Owner shall execute the application for such a certificate of occupancy prepared by Developer within five (5) business days of its submission to Owner, and shall, if necessary, prosecute and otherwise finalize digital DOB application materials associated with the same.

v. Except as otherwise provided in this Agreement, the Declaration, or any other document or instrument executed or to be executed between Developer and Owner in connection with the transactions described in this Agreement, this Agreement shall not be construed to restrict the operation of either the Developer Premises or the Owner Premises as permitted thereon by the Zoning Resolution.

vi. Neither Party shall at any time voluntarily appear in opposition to the other Party in connection with any Applications to any Agency, or in any action or hearing brought, sought, or defended by another Party before any community board or any Agency arising out of or in connection with any Applications or Downzoning Applications, unless such Applications or

Downzoning Applications or the development contemplated by such Applications or Downzoning Applications would violate the terms of this Agreement or cause a breach of this Agreement.

4. Representations.

a. Owner Representations. Owner represents and warrants to, and covenants with, Developer that (i) it has the right to enter into the Declaration and this Agreement; (ii) the execution, delivery and performance of this Agreement does not violate the provisions of any mortgage or other agreement or instrument to which it is a party or by which it is bound; and (iii) it will execute or procure any further assurances reasonably required by Developer of its right to enter into the Declaration and this Agreement.

b. Developer Representations. Developer represents and warrants to, and covenants with, Owner that (i) it has the right to enter into the Declaration and this Agreement; (ii) the execution, delivery and performance of this Agreement does not violate the provisions of any mortgage or other agreement or instrument to which it is a party or by which it is bound; and (iii) it will execute or procure any further assurances reasonably required by Owner of its right to enter into the Declaration and this Agreement.

5. Intentionally Omitted.

6. Separate Building Plans. The Parties hereto agree that all construction plans and specifications and applications for a certificate of occupancy or any other building, alteration, demolition, or other permits for any building on the Combined Zoning Lot shall be separate and independent from those for any other building on the Developer Land or the Owner Land and shall be filed with the DOB so as to obtain separate “new building” and “alteration” numbers, as appropriate.

7. Separate Tax Lots. The Parties acknowledge that the separate interests of each of them require that the Owner Premises and the Developer Premises be treated for real property tax purposes as separate and independent tax lots. Developer, with the cooperation of the Owner, shall take such action as may reasonably be required to designate or maintain the Developer Premises as a tax lot separate from the Owner Premises. Owner agrees not to object to or otherwise oppose the separate status of tax lots described in this Section 7 or the tax assessments resulting therefrom.

8. Combined Zoning Lot; Enlargement.

a. Subject to the terms of this Section 8, Developer and Owner may each merge one or more Additional Parcels into the Combined Zoning Lot and transfer, utilize, or redistribute any Additional Development Rights to or from such Additional Parcels, provided that such merger or enlargement: (i) does not, in of itself, create or increase the degree of a non-compliance or non-conformance on the Combined Zoning Lot with any requirement of the Zoning Resolution; (ii) does not diminish any Party’s rights to utilize their respective Development Rights pursuant to this Agreement; (iii) does not adversely affect the use of the Owner Premises or Developer Premises as permitted under this Agreement or by law; and (iv) is not in contravention of the provisions or intentions of this Agreement.

b. A Party (the “**Non-Expanding Party**”) shall, if requested by the other Party (the “**Expanding Party**”) in accordance with the restrictions and requirements of Section 8.a, within twenty (20) business days after such request, execute, acknowledge, and deliver (or cause the execution, acknowledgement, and delivery of) one or more amendments to the Declaration (a “**Future Declaration**”), or a waiver of the Non-Expanding Party’s right to execute such Future Declaration to effectuate the intent of this Section 8, provided that the review and execution of any and all instruments and agreements entered into in connection with the foregoing are at no additional cost or obligation to the Non-Expanding Party, and provided that such instruments and agreements comply with this Agreement, including but not limited to the restrictions set forth in the foregoing Section 8.a.

c. The Expanding Party shall be entitled to utilize any Additional Parcels and any associated Development Rights acquired by the Expanding Party in accordance with this Section 8, including with regard to Alterations and other construction undertaken on the Developer Land or Owner Land and/or any Additional Parcels and/or transfer any Additional Development Rights to any other parcel of land hereafter merged into the Combined Zoning Lot.

d. The Expanding Party shall reimburse the Non-Expanding Party for its reasonable out-of-pocket costs and expenses (including reasonable attorneys’ and other professionals’ fees and expenses) incurred in connection with the review, execution, acknowledgement, and delivery of such instruments required in connection with this Section 8.

e. The Expanding Party agrees that if, after the date of this Agreement, it enlarges the Combined Zoning Lot to include one or more Additional Parcels as permitted by this Agreement, the Expanding Party shall enter into a zoning lot development agreement (a “**Future ZLDA**”) with the owner of such Additional Parcel (the “**Additional Parcel Owner**”) that includes the following provisions: (i) neither the Expanding Party nor the Additional Parcel Owner shall utilize or attempt to utilize any of the Development Rights allocated pursuant to the terms of this Agreement to the Non-Expanding Party; (ii) in the event of a Material Violation, cure provisions shall be no less protective of the Non-Expanding Party than the provisions contained in this Agreement benefiting the Non-Expanding Party, provided, however, that the Non-Expanding Party shall not have any license to enter onto such Additional Parcel to effectuate a cure of any Material Violation unless such right is provided for in the Future ZLDA encumbering such Additional Parcel; and (iii) provisions substantially similar to the provisions of Section 2(d)(i)-(iv) hereof relating to construction in the event of damage and destruction following a Downzoning; and the Non-Expanding Party shall be a third party beneficiary of the covenants implementing such provisions and that the Non-Expanding Party is entitled to enforce such covenants.

9. Phase II Amendments.

a. All present and future parties-in-interest to the Combined Zoning Lot (other than Owner and Developer) are hereby deemed to have consented to, and waived objection to, now or in the future, and subordinated their right to, the following to facilitate the development of the Phase II Buildings: (i) one or more amendments, modifications, additions, replacements, restatements or consolidations of this Agreement (each individually, a “**ZLDA Amendment**” and collectively,

“**ZLDA Amendments**”) or waiver to such ZLDA Amendments; (ii) establishment of one or more easements on the Owner Land for open space or light and air to support development of the Phase II Buildings; (iii) any and all declarations of zoning lot restrictions and any and all modifications, amendments, additions, replacements, restatements or consolidations (each individually, a “**Declaration Amendment**”, and collectively, “**Declaration Amendments**”) thereof, or waiver to such Declaration Amendments; (iv) any Applications as may be necessary or desirable to develop the Phase II Buildings; and (v) any agreements, declarations or documents or such other actions as may be necessary or desirable to develop the Phase II Buildings (collectively, the documents in (i)- (v) are the “**Phase II Documents**” and each individually referred to as a “**Phase II Document**”), as applicable; such consent, subordination and waiver shall be effective whether or not such parties sign such consent, subordination and waiver or the documents to which such consent, subordination and waiver apply.

b. Notwithstanding and without affecting the validity of the foregoing, if requested by Developer, all present and future parties-in-interest (other than Owner and Developer) hereto shall, within ten (10) Business Days after such request by Developer execute, acknowledge and deliver a Phase II Document and shall execute, acknowledge and deliver, or cause the execution, acknowledgement and delivery of, such Phase II Document for the purposes of facilitating development of the Phase II Buildings (such Party whose execution of instruments is requested, a “**Cooperating Party**”). Developer shall furnish Cooperating Party with such documents as Cooperating Party may reasonably require in order to be assured that the Phase II Documents are consistent with legal requirements. Developer shall pay any reasonable out-of-pocket fees and expenses incurred by Cooperating Party (including, but not limited to, attorneys’ and other professionals’ fees and expenses) in connection with the review, execution, acknowledgement and delivery of the Phase II Documents.

10. Subdivision. Neither Owner nor Developer shall have the right to subdivide its Premises or the Combined Zoning Lot into smaller zoning lots without the written consent of the other Party, provided, however, that nothing herein provided shall preclude the subdivision of the Owner Premises into multiple tax lots or the imposition of a condominium regime on the Owner Premises by Owner, or the subdivision of the Developer Premises into multiple tax lots or the imposition of a condominium regime on the Developer Premises by Developer.

11. Binding Effect. All of the grants, interests, covenants, agreements and conditions contained in this Agreement, including but not limited to the easement and license contained in Section 2.b and Section 16 hereof respectively, shall:

- a. run with the lands, buildings, and other improvements affected hereby;
- b. inure to the benefit of and be binding upon every party having any right, title, or interest therein or any part thereof and the heirs, distributees, successors, and assigns of any such party;
- c. to the extent rights hereunder are assigned to the holder of any mortgage encumbering any of the Premises or any interest therein, be enforceable by any such assignee after a default, past any applicable grace or notice period, in the provisions of such mortgage; and

- d. be binding upon any other parties in interest in and to the Combined Zoning Lot.

The Parties hereto agree that any party who shall acquire any interest whatsoever in the Combined Zoning Lot, whether from a Party hereto or its legal representatives, successors, or assigns, shall be bound by and subordinate to the provisions of this Agreement and any future modifications hereto without having executed such future modifications, to the same extent that it would have been had it been a signatory to this Agreement or any such future modifications thereto.

12. Effect of Breach. No breach by either Party of this Agreement or any agreement ancillary hereto shall have any effect on the treatment of the Combined Zoning Lot as one zoning lot for purposes of the Zoning Resolution, and the Combined Zoning Lot shall be treated as one zoning lot unless and until such zoning lot is hereafter subdivided in accordance with the provisions of the Zoning Resolution and this Agreement.

13. Further Assurances. Each Party shall execute, acknowledge, and deliver such further instruments, and take such other or further actions as may be reasonably required in order for Developer to incorporate the Developer Development Rights into the Developer Building.

14. Remedies. In the event of any breach, or threatened breach, of this Agreement by either Party hereto, the non-defaulting Party shall only have the right to injunctive relief and specific performance, and under no circumstances shall the defaulting Party be liable for damages, whether consequential, direct, foreseen, or unforeseen. Notwithstanding the foregoing, the limitations on damages set forth in this Section 13 shall not apply to any liability of Owner or Developer for damage to property or injury to persons resulting from or arising in connection with any demolition or construction activities on the Owner Premises or the Developer Premises.

15. Limitation of Liability. No liability under this Agreement shall be enforced by any action or proceeding wherein damages or any money judgment or any deficiency judgment establishing any personal obligation or liability shall be sought, collected, or otherwise obtained against any Party to this Agreement, or any past, present or future partner, officer, director, or shareholder of such party, but shall rather be limited to and enforceable solely against, and each Party shall look solely to, such other Party's interest in their respective Premises (including rental insurance, condemnation, and sales proceeds attributable to such party's Premises) and no other assets of such Party.

16. Notices. All notices, demands, requests or other communications (collectively, "**Notices**") required to be given or which may be given hereunder shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, (b) national overnight delivery service, or (c) personal delivery, addressed as follows (or to such other addressee or addresses as may be designated by any Party hereto by notice addressed to each of the other parties listed below):

If to Owner:

The Brookdale Hospital Medical Center

c/o One Brooklyn Health Systems, Inc.
One Brookdale Plaza
Brooklyn, NY 11212
Attention: Reginald Bullock, Esq.

and

Rutland Nursing Home, Inc.
c/o One Brooklyn Health Systems, Inc.
One Brookdale Plaza
Brooklyn, NY 11212
Attention: Reginald Bullock, Esq.

If to Developer:

Kingsbrook Estates Owner LLC
c/o Monadnock Development
240 Huntington Street, 3rd Floor
Brooklyn, New York 11231
Attn: Frank Dubinsky

Kingsbrook Estates Housing
Development Fund Corporation
105 Carlton Ave
Brooklyn NY 11205

with a copy to:

Hirschen Singer and Epstein LLP
257 Park Avenue South
New York, NY 10010
Attn: Stefanie Marazzi, Esq.

NEF Investment Partners Fund XII LP
c/o National Equity Fund, Inc.
540 W. Madison Street
Suite 1900
Chicago, Illinois 60661
Attn: General Counsel
projectnotices@nefinc.org with subject line of SMT #83450

Barnes & Thornburg LLP
41 S. High Street, Suite 3300
Columbus, Ohio 43215-6104

Attention: Jordan R. Carr

Any Notice may be given by Owner's or Developer's counsel. Any Notice sent by certified or registered mail, or national overnight courier service, shall be deemed given at the following times: (i) on the first business day after delivery to the overnight courier, and (ii) on the third business day after mailing if mailed by certified or registered mail. Notwithstanding the foregoing, whenever under this Agreement a notice is received on a day which is not a business day or is required to be delivered on or before a specific day which is not a business day, the day of receipt or required delivery shall automatically be extended to the next business day, it shall be deemed given on the day of delivery unless delivery is made after 6:00 p.m. or not on a business day, in which event delivery shall be deemed given on the next occurring business day.

17. Intentionally Omitted.

18. Condominium/Cooperative Boards. In the event that any portion of the Owner Premises and/or Developer Premises is hereafter submitted to a condominium, cooperative, "cond-op," or similar form of ownership regime, then all documents provided to the attorney general in connection with the formation of such ownership regime, or to purchasers under any plan for the creation and operation of such ownership regime and any documents that are recorded, such as any condominium declaration, shall provide that: the rights and obligations of Developer and Owner under this Agreement, including but not limited to the right to consent to modifications or amendments of this Agreement and obligations to execute documents under this Agreement, (a) shall be vested in the sponsor of such ownership regime (the "**Sponsor**") for so long as the Sponsor retains a majority interest therein, and any reference to the Owner or Developer, as applicable, in this Agreement shall be deemed to be the Sponsor, and (b) upon the loss of a majority interest therein by the Sponsor, shall be vested in the board charged with operating such ownership regime (the "**Board**") and, thereafter, any reference to Owner or Developer, as applicable, in this Agreement, shall be deemed to be to the Board. The Sponsor or Board, as the case may be, shall serve as the attorney-in-fact for each individual unit owner in the ownership regime for the purposes of this Agreement, and any provision of this Agreement then applicable to Owner or Developer, as applicable, may only be enforced by the Sponsor or the Board, as applicable, and not by any individual unit owner in the ownership regime.

19. Estoppel Certificates. Each Party hereby covenants that upon at least ten (10) business days' prior notice from the other Party, it will issue to any prospective or existing mortgagee or to any prospective transferee, an estoppel certificate stating: (a) whether the Party to whom the request has been directed knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (b) whether to its knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); (c) that this Agreement is in full force and effect; and (d) such other reasonably requested factual matters known to the responding Party concerning this Agreement. Such certificate shall in no event subject the Party furnishing it to any liability whatsoever (except for fraud), notwithstanding the negligent or inadvertent failure of such Party to disclose correct or relevant information.

20. No Oral Agreements; Integration. Except as stated in this Agreement, the exhibits and schedules annexed hereto, this Agreement contains all the promises, agreements, conditions, inducements, and understandings between parties relative to the matters stated herein and therein, and there are no oral promises, agreements, conditions, understandings, inducements, warranties, or representations, expressed or implied, between the Parties other than as set forth herein and therein. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by all of the Parties hereto, except that any party in interest to any other premises joined to the Combined Zoning Lot in accordance with the Declaration shall be deemed to be bound by the provisions of this Agreement upon the execution of a document to that effect between Developer and such party only.

21. Recording. This Agreement shall be recorded in the Conveyances Section of the Office of the City Register of the City of New York for Kings County, together with the Declaration in accordance with the provisions of Section 12-10 of the Zoning Resolution.

22. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in all respects in accordance with, the internal laws of the State of New York (without giving effect to New York's principles of conflicts of law). Each Party hereby irrevocably submits to the exclusive jurisdiction of any New York State or Federal court sitting in the County of Kings, City of New York over any suit, action, or proceeding commenced by or on behalf of any Party hereto arising out of, or relating to, this Agreement. To the extent permitted by applicable law, the Parties hereby waive trial by jury in any action or proceeding, and, with respect to any claim asserted in any such action or proceeding, brought by one Party against the other on any matter whatsoever arising out of or in any way connected to this Agreement, any claim of injury or damage or any emergency or other statutory remedy with respect thereto. The Parties hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all services of process in any such suit, action or proceeding in any New York State or Federal court sitting in the County of Kings, City of New York may be made by certified or registered mail, return receipt requested, directed to such Party at the address indicated in Section 15 hereof, and service so made shall be complete three (3) days after the same shall have been mailed.

23. Non-Merger. The covenants and obligations set forth in this Agreement shall not be destroyed or terminated by the application of the doctrine of merger in the event that, now or in the future, the ownership of or any other interest in the Owner Premises or the Developer Premises (or any portion thereof) is or becomes vested in the same entity or entities.

24. Non-Waiver of Performance. Any failure by a Party hereto (collectively and/or individually referred to as the "non-waiving party") to insist upon the strict performance by the other Party hereto of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the non-waiving party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by the other Party of any and all of the provisions of this Agreement to be performed by the other Party.

25. Headings. The Section headings herein are inserted for convenience only and shall not affect the construction of this Agreement. All Exhibits and Schedules to this Agreement are hereby incorporated by reference.

26. Pronouns, etc. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. The terms “herein,” “hereof,” or “hereunder” or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless a contrary intent is expressly set forth.

27. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

28. Construction. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties. The recitals, schedules, and exhibits annexed hereto, and the capitalized terms defined therein, are hereby incorporated by reference into the body of this Agreement as if the same were fully set forth herein. Whenever used herein, the term “including” shall be construed to mean “including without limitation.” Any time any reference is made to reasonable approval or consent, such phrase shall be construed as including a restriction against any unreasonable delay or condition relating to the giving of such approval or consent.

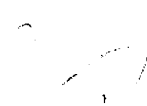
29. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. The Parties shall use all reasonable efforts to replace the illegal, void or unenforceable provision by a valid and enforceable provision the effect of which is the closest possible to the intended effect of the illegal, void or unenforceable provision.

30. Prevailing Parties. The prevailing Party in any litigation arising out of, or connected with, or relating to, this Agreement shall be entitled to be reimbursed for all court costs and reasonable legal fees and disbursements in connection therewith from the non-prevailing Party.

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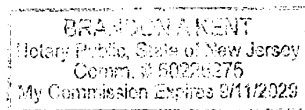
DEVELOPER:

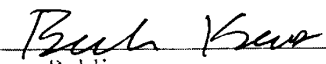
**KINGSBROOK ESTATES HOUSING
DEVELOPMENT FUND CORPORATION,**
a New York not-for-profit corporation

By: 
Name: Jeffrey Nemetsky
Title: President

Jersey
STATE OF NEW YORK)
SS
COUNTY OF *Essex*)

On the 18th day of June, 2026 before me, the undersigned, a notary public in and from said State, personally appeared **Jeffrey Nemetsky**, 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 he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

[signatures continue on following page]

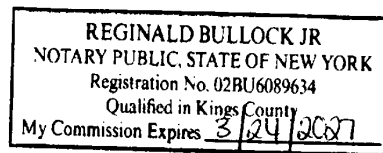
**THE BROOKDALE HOSPITAL MEDICAL
CENTER,**

By: 
Name: Sandra R. Scott, MD
Title: Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF Kings) SS



Notary Public



RUTLAND NURSING HOME, INC.,
a New York not-for-profit corporation

By: 

COUNTY OF Kings) SS


Notary Public

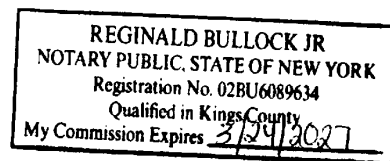


EXHIBIT A

LEGAL DESCRIPTION OF LOT 1 OWNER LAND

Block 4602 Tax Lot 1

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Winthrop Ave with the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 210.29 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 125.00 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 354.50 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 6.00 feet;

RUNNING THENCE southeasterly, forming an interior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 77.59 feet;

RUNNING THENCE easterly, forming an exterior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 78.29 feet;

RUNNING THENCE northeasterly, forming an exterior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 63.81 feet;

RUNNING THENCE easterly, forming an interior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 53.87 feet;

RUNNING THENCE southeasterly, forming an interior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 73.14 feet;

RUNNING THENCE easterly, forming an exterior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 48.26 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 1.08 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 92.13 feet to the westerly side of E. 49th Street;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 63.43 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 127.50 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 79.84 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 14.25 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 22.02 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 13.25 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 320.00 feet to the northerly side of Winthrop Avenue;

RUNNING THENCE the westerly along the northerly side of Winthrop Avenue, a distance of 360.00 feet to the corner formed by the intersection of the northerly side of Winthrop Avenue with the easterly side of Schenectady Avenue, the point or place of **BEGINNING**.

EXHIBIT B

LEGAL DESCRIPTION OF LOT 5 OWNER LAND

Block 4602, Tax Lot 5

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of Schenectady Avenue distant 210.00 feet southerly from the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 125.00 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 354.50 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 125.00 feet to the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 354.50 feet to the point or place of **BEGINNING**.

EXHIBIT C

LEGAL DESCRIPTION OF LOT 2 DEVELOPER LAND

Block 4602, Tax Lot 2

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of East 49th Street, distant 320.00 feet northerly from the corner formed by the intersection of the westerly side of East 49th Street with the northerly side of Winthrop Street;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 113.25 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 22.02 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 14.25 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 79.84 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 127.50 feet to the westerly side of E. 49th Street;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 101.86 feet, the point or place of **BEGINNING**.

EXHIBIT D

LEGAL DESCRIPTION OF LOT 3 DEVELOPER LAND

Block 4602, Tax Lot 3

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 289.50 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 92.13 feet to a point;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 1.08 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 48.26 feet to a point;

RUNNING THENCE northwesterly, forming an interior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 73.14 feet to a point;

RUNNING THENCE westerly, forming an exterior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 53.87 feet to a point;

RUNNING THENCE southwesterly, forming an exterior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 63.81 feet to a point;

RUNNING THENCE westerly, forming an interior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 78.29 feet to a point;

RUNNING THENCE northeasterly, forming an interior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 77.59 feet to a point;

RUNNING THENCE westerly, forming an exterior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 131.00 feet to the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 210.00 feet to the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE easterly, along the southerly side of Rutland Road, a distance of 460.00 feet to the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road, the point or place of **BEGINNING**.

EXHIBIT E

LEGAL DESCRIPTION OF DEVELOPMENT LAND

Block 4602, Portion of Tax Lot 3 (Tentative Tax Lot 3)

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 248.83 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 37.71 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 85.50 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 74.62 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 73.50 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 144.50 feet to the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 210.00 feet to the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE easterly, along the southerly side of Rutland Road, a distance of 460.00 feet to the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road, the point or place of **BEGINNING**.

EXHIBIT F

LEGAL DESCRIPTION OF RESERVED LAND

Block 4602, Portion of Tax Lot 3 (Tentative Tax Lot 4)

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of East 49th Street, distant 248.83 feet southerly from the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet to a point;;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 37.71 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 85.50 feet to a point;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 74.62 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet to a point;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 73.50 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 13.50 feet to a point;

RUNNING THENCE southeasterly, along a line forming an interior angle of 67 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 77.59 feet to a point;

RUNNING THENCE easterly, along a line forming an interior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 78.29 feet to a point;

RUNNING THENCE northeasterly, along a line forming an interior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 63.81 feet to a point;

RUNNING THENCE easterly, along a line forming an exterior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 53.87 feet to a point;

RUNNING THENCE southeasterly, along a line forming an exterior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 73.14 feet to a point;

RUNNING THENCE easterly, along a line forming an interior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 48.26 feet to a point;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 1.08 feet to a point;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 92.13 feet to the westerly side of East 49th Street;

RUNNING THENCE northerly, along the westerly side of East 49th Street, a distance of 40.67 feet to the point or place of **BEGINNING**.

EXHIBIT G

Drawing Z-002.00

[see attached]

EXHIBIT H

DEVELOPMENT RIGHTS CHART

	Owner Land Lots 1 and 5	Developer Land			Total
		Lot 2	Lot 3 Parcel A aka Development Land	Lot 3 Parcel B aka Reserved Land	
1. Lot Area	195,658 SF	12,673 SF	92,709 SF	23,363 SF	324,403 SF
2. Total Development Rights Generated by Lot Area (Height Factor Residential)	418,708.12 SF	27,120.22 SF	198,397.26 SF	49,996.82 SF	694,222.42 SF
3. Total Development Rights Generated by Lot Area (Non-Profit Institution With Sleeping Accommodations)	475,448.94 SF	30,795.39 SF	225,282.87 SF	56,772.09 SF	788,299.29 SF
4. Total Development Rights Generated by Lot Area (Community Facility)	939,158.4 SF	60,830.4 SF	445,003.2 SF	112,142.4 SF	1,557,134.4 SF
5. Existing Non-Profit Institution With Sleeping Accommodations Floor Area*	255,910 SF	0 SF	0 SF	0 SF	0 SF

6. Existing Community Facility Floor Area*	207,670.56 SF	0 SF	0 SF	0 SF	0 SF
7. Existing Total Floor Area*	463,580.56 SF	0 SF	0 SF	0 SF	0 SF
8. Floor Area Allocation**	1,236,134.4 SF	0 SF	321,000 SF	0 SF	1,557,134.4 SF
9. Pro Rata (%) Allocation of Development Rights	79.39%	0%	20.61%	0%	100%

NOTES:

1. This Exhibit H shall be deemed modified to reflect any change in the amount of Development Rights in the Combined Zoning Lot at any time, whether such change is the result of the utilization of Bonus Development Rights, the acquisition of Additional Development Rights, or the enlargement or subdivision of the Combined Zoning Lot, each in accordance with this Agreement, or any Upzoning or Downzoning of the Combined Zoning Lot in accordance with this Agreement.
2. Row 2 (Total Development Rights Generated by Lot Area (Height Factor Residential) assumes a Height Factor of 6 for Residential FAR calculation per ZR 23-732. The permitted Height Factor for the Combined Zoning Lot may change for the Phase II Development.
3. Row 3 (Total Development Rights Generated by Lot Area (Non-Profit Institution With Sleeping Accommodations) is the permitted floor area for Non-Profit Institutions With Sleeping Accommodations that are not also Qualifying Affordable Housing, per ZR 24-111(b).
4. Row 4 (Total Development Rights Generated by Lot Area (Community Facility)) includes Non-Profit Institutions With Sleeping Accommodations that are also Qualifying Affordable Housing, per ZR 24-111(b).

- * After Demolition of all existing buildings on Developer Land. Existing Floor Area for Owner Land based on Drawing Z-002 prepared by Dattner Architects dated March 5, 2026 and attached as Exhibit G.
- ** May be used for Use Group II Residential use, Use Group III(A) Non-Profit Institution With Sleeping Accommodations, or Use Group III(A) or III(B) Community Facility use, to the extent permitted under the Zoning Resolution of the City of New York.

Exhibit I

Parties in Interest Certification

[see attached]

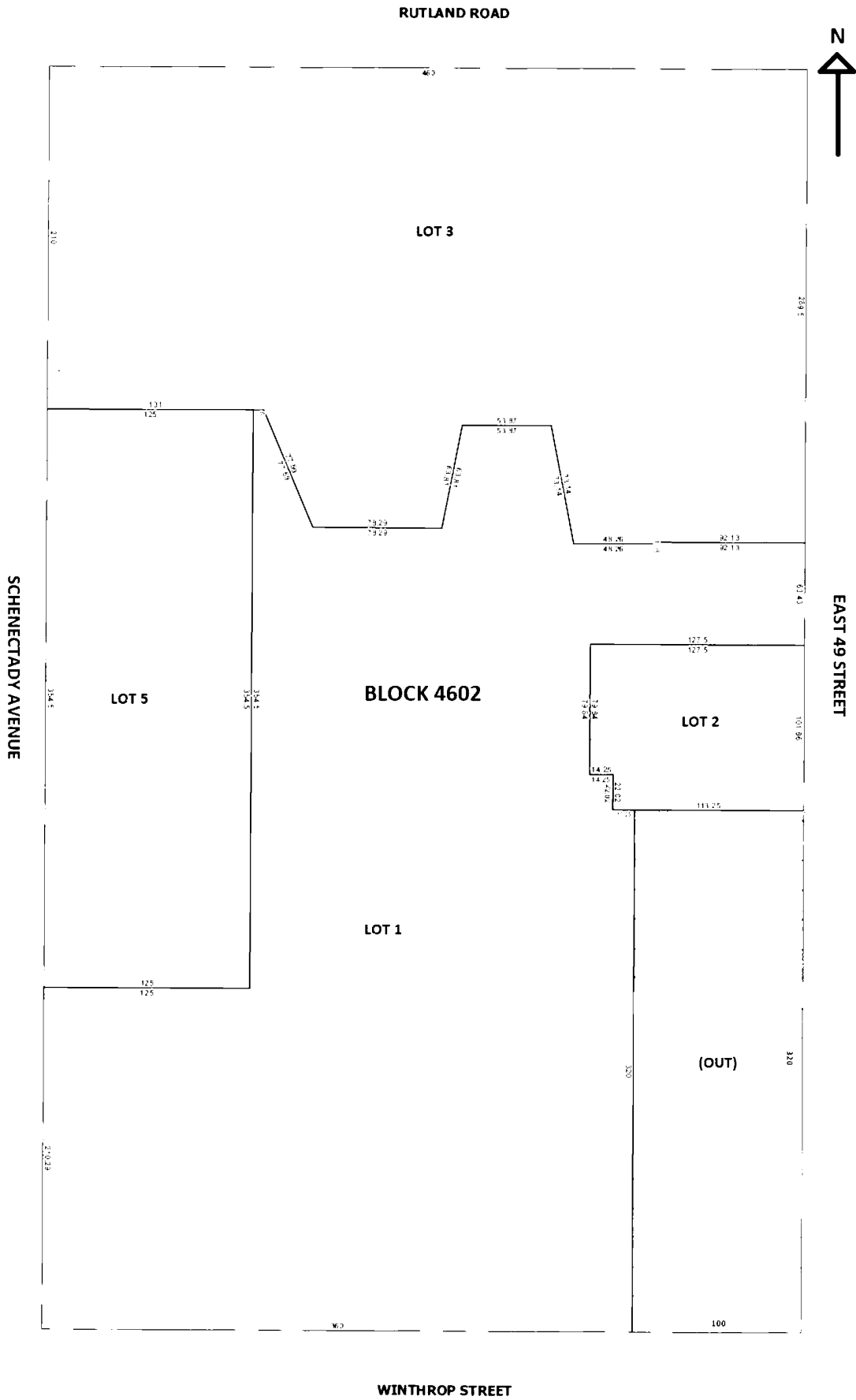
EXHIBIT "II"
 CERTIFICATION PURSUANT TO ZONING LOT
 SUBDIVISION D OF SECTION 12-10
 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
 OF THE CITY OF NEW YORK – AS AMENDED
 EFFECTIVE AUGUST 18, 1977

CLEAR NATIONAL TITLE AGENCY, LLC, an abstract company licensed to do business in the State of New York and having its principal office at 55 West 116th Street, Ste. 296, New York, NY 10026, hereby certifies that as to the land hereinafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block that all the parties in interest constituting a "party in interest" as defined in Section 12-10, subdivision (d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>	<u>DECLARATION OR WAIVER</u>
KINGSBROOK ESTATES HOUSING DEVELOPMENT FUND CORPORATION	105 Carlton Avenue, Brooklyn, NY 11205	Fee Owner and Nominee of Beneficial Owner (<i>Lots 2 & 3</i>), Party to RAP Easement Agreement	Declaration
KINGSBROOK ESTATES OWNER LLC	c/o Monadnock Development LLC 240 Huntington Street, 3 rd Floor Brooklyn, NY 11231	Beneficial Owner (<i>Lots 2 & 3</i>), Party to Egress and RAP Easement Agreements	Declaration
THE BROOKDALE HOSPITAL MEDICAL CENTER (s/b/m to Kingsbrook Jewish Medical Center)	One Brookdale Plaza Brooklyn, NY 11212	Fee Owner (<i>Lot 1</i>), Party to Egress Easement Agreement	Declaration
RUTLAND NURSING HOME, INC.	585 Schenectady Avenue Brooklyn, NY 11203	Fee Owner (<i>Lot 5</i>)	Declaration
NEW YORK STATE HOUSING FINANCE AGENCY	641 Lexington Avenue New York, NY 10022	Mortgagee (<i>Lots 2 & 3</i>)	Waiver
DORMITORY AUTHORITY OF THE STATE OF NEW YORK	515 Broadway Albany, NY 12207	Mortgagee (<i>Lots 1 & 5</i>)	Waiver

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lot Numbers 1, 2, 3 (tentative lots 3 & 4) and 5 in Block 4602 on the Tax Map of the City of New York, Kings County, and more particularly described in Schedule "A" annexed.

That the said premises are known as and by street addresses 585 Schenectady Avenue (Lots 1 & 5) and 567 Schenectady Avenue a/k/a 818 Rutland Road (Lots 2 & 3), all being in Brooklyn, Kings County, NY, as shown on following diagram:



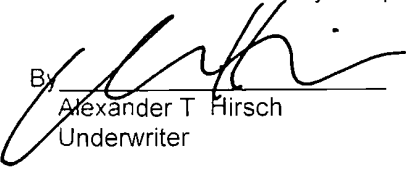
NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all buildings thereon shall comply with applicable provisions of the zoning lot resolution.

NOTE: This certification does not include the holder of any unrecorded interest in all or substantially all of such tract of land which would be superior to and adversely affected by the development thereof.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO THE AMOUNT PAID FOR THE PREPARATION AND RECORDING OF SAME.

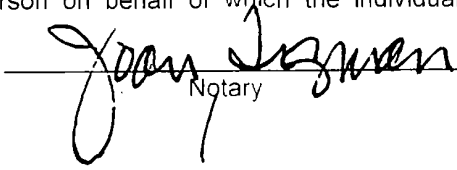
CERTIFIED this 30th day of June, 2026 to the applicant for this certification.

CLEAR NATIONAL TITLE AGENCY, LLC,
a New York limited liability company

By 
Alexander T. Hirsch
Underwriter

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

On the 26 day of June, 2026, before me, the undersigned, personally appeared Alexander T. Hirsch personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.


Notary

JOAN SIGMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6351859
Qualified in New York County
My Commission Expires December 12, 2028

SCHEDULE A

Tax Lot 2

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of East 49th Street, distant 320.00 feet northerly from the corner formed by the intersection of the westerly side of East 49th Street with the northerly side of Winthrop Street;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 113.25 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 22.02 feet; RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 14.25 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 79.84 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 127.50 feet to the westerly side of E. 49th Street;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 101.86 feet, the point or place of BEGINNING.

Tax Lot 3

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 289.50 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 92.13 feet to a point;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 1.08 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 48.26 feet to a point;

RUNNING THENCE northwesterly, forming an interior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 73.14 feet to a point;

RUNNING THENCE westerly, forming an exterior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 53.87 feet to a point;

RUNNING THENCE southwesterly, forming an exterior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 63.81 feet to a point;

RUNNING THENCE westerly, forming an interior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 78.29 feet to a point;

RUNNING THENCE northwesterly, forming an interior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 77.59 feet to a point;

RUNNING THENCE westerly, forming an exterior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 131.00 feet to the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 210.00 feet to the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE easterly, along the southerly side of Rutland Road, a distance of 460.00 feet to the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road, the point or place of BEGINNING

Tax Lot 3 also known as Tentative Tax Lot 3 and Tentative Tax Lot 4:

Tentative Tax Lot 3:

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 248.83 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 37.71 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 85.50 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 74.62 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 73.50 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 144.50 feet to the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 210.00 feet to the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE easterly, along the southerly side of Rutland Road, a distance of 460.00 feet to the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road, the point or place of BEGINNING.

Tentative Tax Lot 4:

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of East 49th Street, distant 248.83 feet southerly from the corner formed by the intersection of the westerly side of East 49th Street with the southerly side of Rutland Road;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet to a point;;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 37.71 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 85.50 feet to a point;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 74.62 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 115.00 feet to a point;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 73.50 feet to a point;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 13.50 feet to a point;

RUNNING THENCE southeasterly, along a line forming an interior angle of 67 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 77.59 feet to a point;

RUNNING THENCE easterly, along a line forming an interior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 78.29 feet to a point;

RUNNING THENCE northeasterly, along a line forming an interior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 63.81 feet to a point;

RUNNING THENCE easterly, along a line forming an exterior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 53.87 feet to a point;

RUNNING THENCE southeasterly, along a line forming an exterior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 73.14 feet to a point;

RUNNING THENCE easterly, along a line forming an interior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 48.26 feet to a point;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 1.08 feet to a point;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 92.13 feet to the westerly side of East 49th Street;

RUNNING THENCE northerly, along the westerly side of East 49th Street, a distance of 40.67 feet to the point or place of BEGINNING.

Tax Lot 1

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Winthrop Ave with the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 210.29 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 125.00 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 354.50 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 6.00 feet;

RUNNING THENCE southeasterly, forming an interior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 77.59 feet;

RUNNING THENCE easterly, forming an exterior angle of 112 degrees 59 minutes 45 seconds with the last mentioned course, a distance of 78.29 feet;

RUNNING THENCE northeasterly, forming an exterior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 63.81 feet;

RUNNING THENCE easterly, forming an interior angle of 101 degrees 00 minutes 15 seconds with the last mentioned course, a distance of 53.87 feet;

RUNNING THENCE southeasterly, forming an interior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 73.14 feet;

RUNNING THENCE easterly, forming an exterior angle of 101 degrees 00 minutes 10 seconds with the last mentioned course, a distance of 48.26 feet;

RUNNING THENCE northerly, at right angles to the last mentioned course, a distance of 1.08 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 92.13 feet to the westerly side of E. 49th Street;

RUNNING THENCE southerly, along the westerly side of East 49th Street, a distance of 63.43 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 127.50 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 79.84 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 14.25 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 22.02 feet;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 13.25 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 320.00 feet to the northerly side of Winthrop Avenue;

RUNNING THENCE the westerly along the northerly side of Winthrop Avenue, a distance of 360.00 feet to the corner formed by the intersection of the northerly side of Winthrop Avenue with the easterly side of Schenectady Avenue, the point or place of BEGINNING.

Tax Lot 5

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at a point on the easterly side of Schenectady Avenue distant 210.00 feet southerly from the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE easterly, at right angles to the last mentioned course, a distance of 125.00 feet;

RUNNING THENCE southerly, at right angles to the last mentioned course, a distance of 354.50 feet;

RUNNING THENCE westerly, at right angles to the last mentioned course, a distance of 125.00 feet to the easterly side of Schenectady Avenue;

RUNNING THENCE northerly, along the easterly side of Schenectady Avenue, a distance of 354.50 feet to the point or place of BEGINNING.

Combined Zoning Lot – Tax Lots 1, 2, 3 (a/k/a tentative lots 3 & 4) and 5

ALL that certain plot, piece or parcel of land, situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Winthrop Ave with the easterly side of Schenectady Avenue;

RUNNING THENCE, northerly, along the easterly side of Schenectady Avenue, a distance of 774.79 feet to the corner formed by the intersection of the easterly side of Schenectady Avenue with the southerly side of Rutland Road;

RUNNING THENCE, easterly, along the southerly side of Rutland Road, a distance of 460.00 feet to the corner formed by the intersection of the southerly side of Rutland Road and the westerly side of East 49th Street;

RUNNING THENCE, southerly, along the westerly side of East 49th Street, a distance of 454.79 feet to a point;

RUNNING THENCE, westerly, at right angles, to the last mentioned course, a distance of 100.00 feet to a point;

RUNNING THENCE, southerly, at right angles to the last mentioned course, a distance of 320.00 to the northerly side of Winthrop Street;

RUNNING THENCE, westerly, along the northerly side of Winthrop Street, a distance of 360.00 feet, to the corner formed by the intersection of the northerly side of Winthrop Ave with the easterly side of Schenectady Avenue, the point of place of BEGINNING.