

## RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of March 18, 2021 (the "Effective Date") by and between SAYVILLE BROWNING PROPERTIES INC, a New York business corporation with an address for the transaction of business at 13 Hill Street, Wading River, New York 11792 ("**Sayville**"), and TRHACKETT LLC, a New York limited liability company with an address for the transaction of business at 343 Trenor Drive, New Rochelle, New York 10804 ("**TRH**").

### WITNESSETH:

WHEREAS, Sayville is the owner of those certain parcels of land known as 42 Besch Avenue (SBL No. 76.46-4-29) and 47 Besch Avenue (SBL No. 76.46-4-30), City and County of Albany, State of New York, more particularly described on Exhibit A attached hereto and made a part hereof (collectively, "**Besch Avenue Properties**"); and

WHEREAS, Sayville is also the owner of those certain parcels of land known as 22 Holland Avenue (SBL No. 76.46-5-22 and 76.46-5-1), City and County of Albany, State of New York, more particularly described on Exhibit B attached hereto and made a part hereof (collectively, "**Holland Avenue Properties**"), which are adjacent to the Besch Avenue Properties; and

WHEREAS, contemporaneously with the execution hereof, TRH is acquiring from Sayville the Besch Avenue Properties; and

WHEREAS, the Besch Avenue Properties and a portion of the Holland Avenue Properties (each, a "**Property**" and collectively, the "**Properties**") are shown on the site plan attached hereto as Exhibit C and made a part hereof ("**Site Plan**"); and

WHEREAS, Sayville and TRH each desire to grant to the other certain stormwater drainage easements on their respective Properties as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Easement for Underground Stormwater Detention Basin on the Holland Avenue Properties. Sayville hereby grants and conveys to TRH, for the benefit of the Besch Avenue Properties, a temporary construction easement ("**Temporary Easement**") in, over and across the area on the Holland Avenue Properties set forth on the Site Plan ("**Basin Easement Area**") to construct and install, at the sole election of TRH, an underground stormwater detention basin not more than 150' long x 52' wide x 7' deep having a total storage volume of not more than 8,200 CF ("**Underground Stormwater Detention Basin**"). Prior to the submission by TRH for the final site plan approval, TRH will submit the plans and dimensions of Underground Stormwater Detention Basin to Sayville for its review and

comment which TRH will utilize reasonable efforts to incorporate therein, but it is acknowledged and agreed that the final volume and dimensions of the Underground Stormwater Detention Basin ") will be determined in accordance with the final site plan approval from the City of Albany. Except for TRH's use of the Temporary Easement to fulfill its obligations pursuant to Section 3(b) of this Agreement, TRH's right to use the Temporary Easement shall end when the construction and installation of the Underground Stormwater Detention Basin have been completed and the City of Albany has given final approval of the Underground Stormwater Detention Basin.

2. Easement for Stormwater Drainage from the Holland Avenue Properties. Subject to the provisions of Section 3(c) herein, TRH hereby grants and conveys to Sayville, for the benefit of the Holland Avenue Properties, an easement on, over and across the designated area on the Besch Avenue Properties set forth on the Site Plan ("**Designated Easement Area**") to continue the existing sheet drainage of stormwater from the impervious surfaces on Holland Avenue Properties into the Designated Easement Area and exiting into the stormwater easement in favor of the City of Albany that exists on Hackett Blvd and affects the 42 Besch Avenue and the Holland Avenue Properties, whether or not Purchaser installs the Underground Stormwater Detention Basin. Sayville on behalf of itself and its successors and/or assigns, covenants and agrees that it will not increase the volume of stormwater that is being discharged into the Designated Easement Area from that existing as of the Effective Date; it being understood and agreed; however, that increased stormwater drainage due to natural storm or other events shall not be covered or limited by this provision in any way.

3. Installation of Underground Stormwater Detention Basin.

(a) TRH may, at its option, elect to install the Underground Stormwater Detention Basin, at TRH' sole cost and expense and on a lien free basis, in the Basin Easement Area. In the event TRH elects to install the Underground Stormwater Detention Basin: (i) TRH will utilize commercially reasonable efforts to coordinate the installation of the Underground Stormwater Detention Basin within the Basin Easement Area and to minimize material disruption to the operation of the Town Place Suites Hotel on the Holland Avenue Properties; (ii) upon commencement of the work, TRH shall cause its site contractor to provide evidence of single limit liability coverage in the amount of not less than One Million Dollars (\$1,000,000) which shall also name Sayville as an additional insured; and (iii) upon completion of the installation, TRH shall, at its own cost and expense, blacktop, stripe and restore the areas impacted by the installation of the Underground Stormwater Detention Basin within the Basin Easement Area. Sayville recognizes that installation of the Underground Stormwater Detention Basin will take at least four to six weeks. Sayville will utilize reasonable efforts to cordon off (but not protect) the Basin Easement Area as well as a reasonable support area as needed during the construction.

(b) After the Underground Stormwater Detention Basin is installed and approved by the City of Albany: (a) Sayville will be solely and completely responsible for any and all maintenance required for such system, and (b) TRH will assign any construction warranties applicable to the Underground Stormwater Detention Basin and all its components, if any, to Sayville. TRH shall not be responsible for any post installation construction and/or maintenance of the Underground Stormwater Detention Basin other than construction and/or

maintenance required as a result of the gross negligence or intentional misconduct of TRH, its agents and/or employees.

(c) TRH shall install a connection from the most proximate catch basin on the Holland Avenue Properties required by the final site plan approval so that the stormwater from such designated catch basin flows into the Underground Stormwater Detention Basin (the "Connection"). After any installation and acceptance of the constructed Underground Stormwater Detention Basin within the Basin Easement Area, as set forth in Section 3(b), the right of Sayville and its successors and/or assigns to utilize the Easement for Storm Drainage over the Holland Avenue Properties set forth in Section 2 shall automatically be deemed to have been terminated. Notwithstanding the foregoing, (i) in the event any storm drainage from the Holland Avenue Properties does not naturally flow into the Underground Stormwater Detention Basin, such drainage may continue to flow in the same manner, and (ii) TRH shall not be responsible to undertake any grading of any portion of the Holland Avenue Properties other than as required to install the Connection and the Underground Storm Water Detention Basin.

4. No Obstruction. Neither Sayville nor TRH shall develop or modify its respective Property in such a manner as to unreasonably obstruct the other from using the easements granted in this Agreement except as set forth in Section 3(c) herein.

5. Drainage from Besch Avenue Properties. In no event shall TRH intentionally allow a material amount of storm drainage to flow from the Besch Avenue Properties on, over or across the Holland Avenue Properties on a permanent basis. In the event of an occurrence set forth in the prior sentence, TRH, its successors and/or assigns, shall make reasonable modifications to its system as necessary to prevent the material offsite drainage from the Besch Avenue Properties.

6. Indemnification. Each party covenants and agrees that its exercise of its respective easement rights granted hereunder shall not result in damage or injury to the other party and/or any improvements of the other party.

(a) Sayville and its successors and assigns shall indemnify, defend and hold harmless TRH from and against any and all losses, liabilities, claims, causes of action, damages, injuries, liens (including mechanic's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property that arises directly or indirectly from use by Sayville, its agents, employees and invitees, of the easements granted in this Agreement.

(b) TRH and its successors and assigns shall indemnify, defend and hold harmless Sayville from and against any and all losses, liabilities, claims, causes of action, damages, injuries, liens (including mechanic's liens), expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property that arises directly or indirectly from use by TRH, its agents, employees and invitees, of the easements granted in this Agreement.

7. Liens. TRH shall not permit any claim, lien or other encumbrance arising from its use of the easements granted in this Agreement to accrue against or attach to the Holland Avenue Properties. Sayville shall not permit any claim, lien or other encumbrance arising from its use of the easements granted in this Agreement to accrue against or attach to the Besch Avenue Properties. Nothing herein shall prevent either TRH or Sayville or their respective successors and/or assigns from mortgaging and/or pledging the Besch Avenue Properties and the Holland Avenue Properties, respectively, to their respective lender.

8. Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be given by being either: (a) sent, by certified or registered mail, return receipt requested; (b) delivered in person; or (c) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, in each case addressed to such party at the address set forth in the opening paragraph of this Agreement or such other address of which written notice has been sent.

9. Remedies. No breach of this Agreement shall entitle either party to cancel, rescind, or otherwise terminate the easements granted herein, but such limitation shall not affect, in any manner, any other rights or remedies available at law or in equity which the parties may have hereunder by reason of any breach of this Agreement, including, without limitation, the right to seek specific performance, but expressly excluding, and the parties hereto hereby waive, all rights to consequential, speculative and punitive damages, including lost profits.

10. Further Assurances. Each of the parties agrees to cooperate with each other in good faith in connection with the development, operation and maintenance of the Properties, and agrees to execute any and all additional instruments as may be reasonably required to effectuate the terms of this Agreement.

11. Non-Recourse. Each party shall look solely to the other party's interest in its respective Property for the satisfaction of any default upon the exercise of any remedy and right granted hereunder, and there shall be no personal liability on the part of any party, or any partner, member, manager, shareholder, officer, director, or agent of any party, for their performance of any obligations hereunder.

12. Duration and Binding Effect. Other than the temporary construction easement granted pursuant to Section 1 hereof, the easements created by this Agreement are intended to be perpetual unless this Agreement is modified, amended, canceled or terminated by the written consent of all of the then record owners of the Properties. All provisions of this instrument, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

13. Amendments. This Agreement may only be amended by an instrument signed by all the then record owners of the Properties. Any termination or amendment of this Agreement must be properly recorded.

14. Section Headings. Section headings, where used herein, are inserted for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the particular sections to which they refer.

15. No Merger. The easements created herein and benefiting the Properties shall continue in perpetuity, notwithstanding any current or future merger of title to the Properties in a common owner, and neither of the owners intend that there be, and there shall not be in any event, a merger of any of the easements granted herein with the title or other interest of any owner, and the parties expressly agree and provide that the easements created hereunder, on the one hand, and the title to the Properties, on the other hand, shall be and remain at all times separate and distinct. There shall be no merger of estates, even though Sayville may own the Besch Avenue Properties as of the date hereof.

16. Invalidation. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and all remaining provisions shall continue unimpaired, in full force and effect.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

[Remainder of page intentionally left blank; signature(s) appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed as of the day and year first above written.

SAYVILLE BROWNING PROPERTIES, INC.

By:  \_\_\_\_\_  
Lee Browning, Jr., President

TRHACKETT LLC

By: \_\_\_\_\_  
Ronald Stein, Member

IN WITNESS WHEREOF, the parties hereto have caused this *Agreement* to be signed as of the day and year first above written.

SAYVILLE BROWNING PROPERTIES, INC.

By: \_\_\_\_\_  
Lee Browning, Jr., President

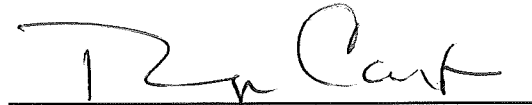
TRHACKETT LLC

By:  \_\_\_\_\_  
Ronald Stein, Member

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

On the 15<sup>th</sup> day of MARCH in the year 2021 before me, the undersigned, personally appeared Lee Browning, Jr, 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.

RUYA CARTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02CA6361966  
Qualified in Suffolk County  
My Commission Expires 07-24-2021

  
\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of MARCH in the year 2021 before me, the undersigned, personally appeared Ronald Stein, 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



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

On the \_\_\_\_\_ day of MARCH in the year 2021 before me, the undersigned, personally appeared Lee Browning, Jr, 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

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

On the 17<sup>th</sup> day of MARCH in the year 2021 before me, the undersigned, personally appeared Ronald Stein, 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

**PAUL J. GOLDMAN**  
Notary Public, State of New York  
Qualified in Albany County  
ID No. 02GO4864023  
Commission Expires: June 9, 2022

## EXHIBIT A

### DESCRIPTION OF BESCH AVENUE PROPERTIES

All that tract, piece or parcel of land situate, lying and being in the City of Albany, County of Albany, State of New York more particularly bounded and described as follows:

Beginning at a point on the south line of Hackett Boulevard at its intersection with the property division line between the herein described premises on the east and lands now or formerly of Kwiatkowski (Instrument No. R2019-15613) on the west and running thence from said point of beginning N 75° 16' 35" E along the south line of Hackett Boulevard 220.60 feet to a point; thence S 24° 28' 25" E through lands now or formerly of Sayville Browning Properties, Inc. (Instrument No. R2016-8670) 116.30 feet to a point; thence S 65° 31' 35" W Along the north line of Besch Avenue and continuing along the north line of lands now or formerly of Stantom (Liber 2895 cp 64) 214.87 feet to a point; thence N 25° 25' 25" W along the east line of lands now or formerly of Colatosti (Liber 2749 cp 576), lands now or formerly of Pentecost (Liber 2438 cp 909) and the aforesaid lands now or formerly of Kwiatkowski (Instrument No. R2019-15613) 153.68 feet to the point and place of beginning.

## EXHIBIT B

### DESCRIPTION OF HOLLAND AVENUE PROPERTIES

All that certain piece or parcel of land situate in the City of Albany, County of Albany and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southeasterly boundary of Hackett Boulevard, an existing city street, at its intersection with westerly boundary of Holland Avenue, an existing city street; thence S 22 deg. -06'-02" E along said westerly boundary of Holland Avenue, a distance of 445.85 feet to its intersection with the property division line between lands to be retained by Eden Park Management, Inc. on the south and the herein described parcel on the north; thence S 81 deg. -54'-00" W along said division line, a distance of 83.60 feet to its intersection with the property division line between said lands to be retained by Eden Park Management, Inc. on the southeast and the herein described parcel on the northwest; thence S 55 deg. -56'-55" W along the last mentioned division line and the division line between other lands N/F Eden Park Management, Inc., lands N/F Guy J. Criscione, Jr., lands N/F Samuel C. and Velma R. Peynado, lands N/F Ralph M. and Florence Spillenger and lands N/F James McDowell, Jr. on the southeast and the herein described parcel on the northwest, a distance of 184.50 feet to its intersection with the property division line between lands N/F Joseph Kruppenbacher and Janice Lake on the southwest and the herein described parcel on the northeast; thence N 24 deg. -28'-25" W along the last mentioned division line and the division line between lands N/F Edmay S. Nyon, lands N/F unknown owner, lands N/F Dorothy M. Brown, lands N/F Jesse Terrell, lands N/F Joseph Lombardo and lands N/F Anne Donnelly on the southwest and the herein described parcel on the northeast, a distance of 265.75 feet to its intersection with the property division line between said lands N/F Anne Donnelly on the southeast and the herein described parcel on the northwest; thence S 65 deg. -31'-35" W along said division line, a distance of 16.00 feet to its intersection with the property division line between lands N/F Real Property Solutions, LLC on the southwest and the herein described parcel on the northeast; thence N 24 deg. -28'-25" W along said division line, a distance of 45.00 feet to its intersection with the property division line between said lands N/F Real Property Solutions, LLC on the southeast and the herein described parcel on the northwest; thence S 65 deg. -31'-35" W along said division line and the most northerly boundary of Besch Avenue, a distance of 180.00 feet to its intersection with the property division line between lands N/F J. Michael Darbyshire on the southwest and the herein described parcel on the northeast; thence N 24 deg. -28'-25" W along said division line, a distance of 39.00 feet to its intersection with the property division line between said lands N/F J. Michael Darbyshire on the southeast and the herein described parcel on the northwest; thence S 65 deg. -31'-35" W along said division line, a distance of 154.87 feet to its intersection with the property division line between lands N/F Sandra and Mary Colatosti on the southwest and the herein described parcel on the northeast; thence N 25 deg. -25'-25" W along said division line and the property division line between lands N/F Brian T. Pentecost and lands N/F John M. and Anna B. Kwiatkowski on the southwest and the herein described parcel on the northeast, a distance of 153.68 feet to its intersection with the southerly boundary of the first mentioned Hackett Boulevard; thence N 75 deg. -16'-35" E along said southerly boundary of Hackett Boulevard, a distance of 328.07 feet to its intersection with the first mentioned southeasterly boundary of Hackett Boulevard; thence along the last mentioned southeasterly boundary of Hackett Boulevard along a curve to the left with a radius of 842.55 feet, an arc distance of 312.51 feet to the point of beginning, said curve containing a chord of N 64 deg. -39'-02" E, a distance of 310.72 feet, containing 3.826 acres of land more or less.

Excepting therefrom the following:

All that tract, piece or parcel of land situate, lying and being in the City of Albany, County of Albany, State of New York more particularly bounded and described as follows:

Beginning at a point on the south line of Hackett Boulevard at its intersection with the property division line between the herein described premises on the east and lands now or formerly of Kwiatkowski (Instrument No. R2019-15613) on the west and running thence from said point of beginning N 75° 16' 35" E along the south line of Hackett Boulevard 220.60 feet to a point; thence S 24° 28' 25" E through lands now or formerly of Sayville Browning Properties, Inc. (Instrument No. R2016-8670) 116.30 feet to a point; thence S 65° 31' 35" W Along the north line of Besch Avenue and continuing along the north line of lands now or formerly of Stantom (Liber 2895 cp 64) 214.87 feet to a point; thence N 25° 25' 25" W along the east line of lands now or formerly of Colatosti (Liber 2749 cp 576), lands now or formerly of Pentecost (Liber 2438 cp 909) and the aforesaid lands now or formerly of Kwiatkowski (Instrument No. R2019-15613) 153.68 feet to the point and place of beginning.

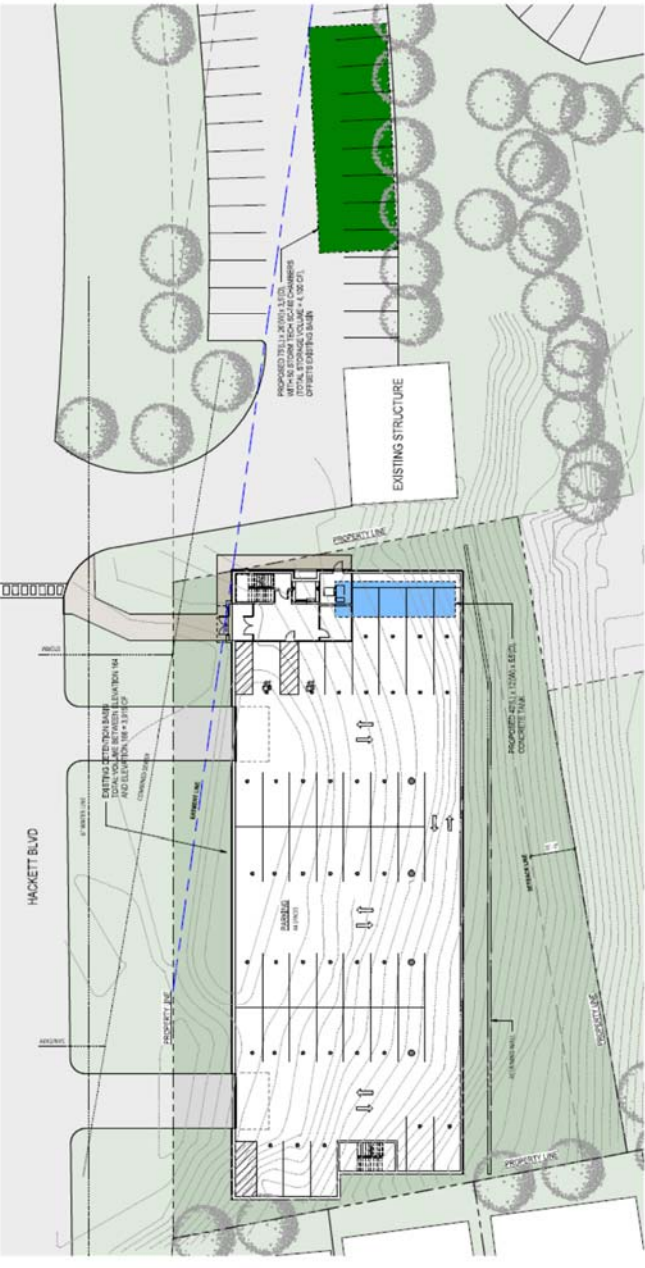
**EXHIBIT C**  
**SITE PLAN**

See attached

Schematic Design	
DATE	12/15/2020
DRAWN BY	MM
CHECKED BY	MM
SCALE	AS SHOWN

Entered Site Plan	
New Construction For:	
Hackett Boulevard Apts	
PROJECT NO.	2020-0001
DATE	12/15/2020

C101	
DATE	12/15/2020
DRAWN BY	MM
CHECKED BY	MM
SCALE	AS SHOWN



BUILDINGS INFO	
PROJECT NO.	2020-0001
DATE	12/15/2020
DRAWN BY	MM
CHECKED BY	MM
SCALE	AS SHOWN
PROJECT NAME	HACKETT BOULEVARD APARTMENTS
PROJECT ADDRESS	100 HACKETT BLVD, SCHECTERVILLE, NY 12082
CLIENT	NY STATE THRUWAY AUTHORITY
DESIGNER	CZ ARCHITECTURE, PC
ARCHITECT	MM
ENGINEER	MM
PLUMBER	MM
ELECTRICIAN	MM
Mechanical	MM
Structural	MM
Site	MM
Other	MM

1. Enlarged Site Plan  
 12/15/2020

## CONSENT AND SUBORDINATION TO RECIPROCAL EASEMENT AGREEMENT


STERLING NATIONAL BANK ("Lender"), holder of certain notes and other obligations secured by the mortgages described on Exhibit A (collectively, "Mortgages"), for itself and its successors and assigns, hereby consents to the foregoing Reciprocal Easement Agreement between Sayville Browning Properties Inc. ("Sayville") and TRHackett LLC ("Easement"), and agrees and confirms that the notes and all other indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising) of Sayville and True North Albany Extended Stay LLC to Lender, and the Mortgages and all other documents and instruments related thereto, are hereby subordinated to the Easement as if the Easement had been recorded prior to the execution of the Mortgages.

Dated: As of March 18, 2021

[NEXT PAGE IS SIGNATURE PAGE]

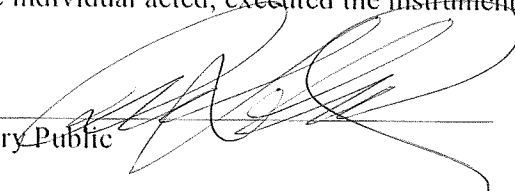
IN WITNESS WHEREOF, the Mortgagee has executed this Partial Release as of the day and year first above written.

STERLING NATIONAL BANK

By:   
Name: Sean Umhafer  
Title: Senior Vice President

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

On the 15 day of March in the year 2021 before me, the undersigned, personally appeared Sean Umhafer, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**DEBORAH J CONNELLY**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CO4916949  
Qualified in Nassau County  
Commission Expires December 28, 2021



## EXHIBIT A

### Mortgages

1. Mortgage, dated as of November 29, 2007 made by True North Albany Extended Stay, LLC, City of Albany Industrial Development Agency and Morwood Associates of NY LLC, in the original principal sum of Six Million Three Hundred Thousand (\$6,300,000) Dollars and interest thereon, and recorded on December 13, 2007 in the Albany County Clerk's Office (the "Clerk's Office") in Book 5600, Page 770.

Said mortgage was assigned to General Electric of Utah LLC by assignment dated December 29, 2011 and recorded in the Clerk's Office on January 18, 2012 in Book 6357, Page 483.

Said mortgage was modified by Memorandum Of Modification of Mortgage, Assignment of Rents And Leases, Security Agreement And Fixture Filing made by and between True North Albany Extended Stay, LLC, City of Albany Industrial Development Agency and Morwood Associates of NY LLC and GE Capital Commercial of Utah LLC dated as of December 29, 2011 recorded January 18, 2012 in Book 6357 of Mortgages at Page 492 in the Office of the County Clerk, Albany County, New York, which gives notice that the mortgage recorded in Book 5600 of Mortgages at Page 770 and other loan documents have been modified.

Said mortgage was further assigned to M & T Bank by Assignment of Mortgage dated August 30, 2012 recorded in said Clerk's Office on September 27, 2012 as Document Number 11242882 in Book 6506 Page 628

2. Mortgage, dated August 30, 2012 made by True North Albany Extended Stay, LLC, City of Albany Industrial Development Agency, and Morwood Associates of NY LLC, as mortgagor to M&T Bank, as mortgagee, in the original principal sum of Seven Hundred Thousand Two Hundred Ninety One and 24/100 (\$700,291.24) Dollars and interest thereon, and recorded the Clerk's Office on September 27, 2012 as document number 11242884 in Book 6506 Page 633.

Said Mortgage was modified by Modification and Consolidation Agreement between True North Albany Extended Stay LLC, City of Albany Industrial Development Agency, Morwood Associates of NY LLC and M&T Bank dated August 30, 2012 and recorded in the Clerk's Office on September 27, 2012 as Document Number 11242887 in Book 6506 Page 651 to form a single consolidated lien of \$6,700,000.00.

Said Mortgage was assigned to Sterling National Bank by Assignment dated February 8, 2018 and recorded in the Clerk's Office on March 1, 2018 as Document Number R2018-4698.

GAP Mortgage, dated February 13, 2017 made by True North Albany Extended Stay, LLC, and Sayville Browning Properties, Inc., mortgagor to Sterling National Bank, as mortgagee, in the original principal sum of Eight Hundred Forty Three Thousand Seven Hundred Ninety Seven and 66/100 (\$843,797.66) Dollars and interest thereon and recorded in the Clerk's Office on March 1, 2018 as Document Number R2018-4699.

Said Mortgages 1-3 were modified and consolidated by Mortgage Consolidation, Extension and Modification Agreement between True North Albany Extended Stay LLC and Sayville Browning Properties, Inc. and Sterling National Bank dated February 13, 2018 and recorded in the Clerk's Office on March 1, 2018 as Document Number R2018-4704 to form a single consolidated lien of \$6,750,000.00.

4. Mortgage made by True North Albany Extended Stay, LLC, and Sayville Browning Properties, Inc. in the original principal sum of Nine Hundred Fifty Thousand and 00/100 (\$950,000.00) Dollars and interest thereon and recorded in the Clerk's Office on December 31, 2019 as Instrument Number R2019-28147.