

<p>Overview</p>	<p>The City of New York (“NYC”) is aware that A&E Real Estate Holdings, LLC or an affiliate thereof (the “Purchaser”) is in discussions with CW Capital for the possible purchase of the residential community known as Riverton Square in New York City (the “Property”).</p> <p>With this agreement, the Purchaser and NYC, in partnership with other elected officials and the Tenants Association, have created a regime to preserve long-term affordability for tenants. The agreement protects both the current tenants of Riverton Square Apartments, as well as the Property’s legacy as affordable housing for working families for the generation to come. The Purchaser, intending to be a long term owner of the Property, and NYC are committed to the good stewardship of this unique community, and its long-term viability.</p> <p>In addition, the Purchaser intends to maintain the unique characteristics of the Property by protecting the valued open spaces of the Property, and by creating an environment that is conducive to residents establishing a long-term connection to the community, and by treating all parts of the Property as a single complex. The Purchaser is also committed to enhancing the quality of life for the community’s senior citizens and young children by providing quality on-site support services as well as after school study centers. Purchaser will operate the Property in compliance with all applicable laws, including laws relating to habitability and laws prohibiting tenant harassment.</p> <p>NYC and Purchaser wish to establish an affordable housing regime for not less than 975 units at the Property which regime will become effective upon the acquisition of the Property by Purchaser (the “Effective Date”).</p> <p>The terms of such affordable housing regime are set forth below.</p>
<p>Affordable Housing Regime</p>	<p>A. Provided that the Real Estate Tax Exemption is granted to the Property as described in the section hereinbelow entitled “Article XI Tax Exemption,” on or before the Effective Date, the City of New York, acting by and through its Department of Housing Preservation and Development (“HPD”) and Purchaser will execute a Regulatory Agreement in order to subject not less than 975 units at the Property (the “Affordable Units”) to income and rental restrictions pursuant to the terms described herein. Affordable Units consist of (i) those 981 units listed on Schedule 1 attached hereto (“Initial Affordable Units”) and (ii) any units (whether an Initial Affordable Unit previously or not) which may become vacant after the Effective Date and which are then designated by Purchaser to be</p>

“Affordable Units” (“Future Affordable Units”). At all times during the Regulatory Period (as defined below), there shall be no less than 975 Affordable Units at the Property.

Subject to satisfaction of the square footage requirements set forth in paragraph F. below, as Initial Affordable Units become vacant, after the number of Initial Affordable Units has been reduced to 975, Purchaser shall designate a number of units equal to 100% of the amount of such vacated units as Future Affordable Units (from either the Initial Affordable Units so vacated or elsewhere at the Property). Such obligation to designate units shall not commence until 90 days after the Effective Date and shall apply with respect to units that become vacant during such 90 day period.

B. During the period of 30 years from the Effective Date (the “Regulatory Period”), the following shall apply:

- (i) current tenants of the Initial Affordable Units shall continue to pay rents for such units as determined by the provisions of Rent Stabilization (as hereinafter defined) until they are vacated in accordance with Rent Stabilization. For purposes of this term sheet, the term “Rent Stabilization” shall mean, collectively, the Rent Stabilization Law of 1969, the Rent Stabilization Code, and the Emergency Tenant Protection Act of 1974, all as in effect as of the date hereof or as amended hereafter, together with any successor statutes or regulations addressing substantially the same subject matter;
- (ii) 33 1/3% of the Future Affordable Units shall be rented only to Tier 1 Eligible Tenants (as defined below) pursuant to one or two year leases at the tenant’s option at a rent equal to the then applicable legal regulated rent under Rent Stabilization (the “Legal Rent”), provided that Purchaser shall offer a “preferential rent” to such tenants (the “Tier 1 Preferential Rent”) in such units in an annual amount not to exceed 30% of 60% of AMI (as defined below), if lower than the Legal Rent;
- (iii) 33 1/3% of the Future Affordable Units shall be rented only to Tier 2 Eligible Tenants (as defined below) pursuant to one or two year leases at the tenant’s option at a rent equal to the then applicable Legal Rent, provided that Purchaser shall offer a “preferential rent” to such tenants (the “Tier 2 Preferential Rent”)

in an annual amount not to exceed 30% of 80% of AMI, if lower than the Legal Rent;

(iv) 33 1/3% of the Future Affordable Units shall be rented only to Tier 3 Eligible Tenants (as defined below) pursuant to one or two year leases at the tenant's option at a rent equal to the then applicable Legal Rent, provided that Purchaser shall offer a "preferential rent" to such tenants (the "Tier 3 Preferential Rent") in such units in an annual amount not to exceed 30% of 125% of AMI, if lower than the Legal Rent. The Tier 1 Preferential Rent, the Tier 2 Preferential Rent, or the Tier 3 Preferential Rent, as applicable is referred to as the "Preferential Rent".

Notwithstanding the foregoing, for any two-year leases entered into by Purchaser, the Preferential Rent as provided above for the term of such lease shall not exceed the amount calculated as provided above (i.e., an amount based upon AMI as specified above) multiplied by the sum of (a) 100% plus (b) the difference, if positive, between (i) the most recent percentage increase permitted for units subject to Rent Stabilization by the NYC Rent Guidelines Board for two-year lease renewals and (ii) the most recent percentage increase permitted for units subject to Rent Stabilization by the NYC Rent Guidelines Board for one-year lease renewals.

The (i) payment of rent equal to Legal Rent and (ii) the obligation to offer two-year leases to tenants, apply only to Affordable Units that are subject to Rent Stabilization.

All Future Affordable Units will be subject to Preferential Rent, as applicable.

Upon renewal of leases of any Future Affordable Units, rents for the renewal term for such units will be based upon the calculation set forth in clauses B.(ii), B.(iii), and B.(iv) above and using the Legal Rent and AMI determined as of the renewal date (or as of the date of any required renewal notice, if earlier). For any Affordable Units, Purchaser may charge fees and surcharges permitted under Rent Stabilization (whether such unit is subject to Rent Stabilization or not), including without limitation for utility reimbursements and heat surcharges and such fees and other charges may be collected in addition to the Preferential Rent.

The terms "Tier 1 Eligible Tenant" means a household with annual income at the time of initial occupancy not exceeding 60% of AMI; a "Tier 2

“Eligible Tenant” means a household with annual income at the time of initial occupancy not exceeding 80% of AMI; and “Tier 3 Eligible Tenant” means a household with annual income at the time of initial occupancy not exceeding 125% of AMI.

“AMI” means, as of any date of determination, the area median income for the New York, NY HUD Metro FMR statistical area (which includes the following counties: Bronx County, New York; Kings County, New York; New York County, New York; Putnam County, New York; Queens County, New York; Richmond County, New York; Rockland County, New York; and Westchester County, New York), as determined from time to time for a family of four by United States Department of Housing and Urban Development (“HUD”), in effect as of such date, as adjusted by the household factor corresponding to the number of bedrooms in the relevant unit. Exhibit A specifies the household factors and the 2015 rent and income limits for units at 60% of AMI, 80% of AMI and 125% of AMI. If HUD changes its county data reporting in determining AMI in the future, HPD and Purchaser will cooperate to use the closest approximation utilizing the best available data.

C. Following the Effective Date, all Units will continue to be rented in accordance with the terms of the respective lease for such Unit for the remaining term of such lease and any renewals thereof in accordance with Rent Stabilization (for those Units that are subject to Rent Stabilization).

D. Except in respect to Rent Stabilization (to the extent Rent Stabilization is applicable) or other applicable laws, no restrictions shall apply to any units which are not Affordable Units (each such unit a “Market Unit”).

E. Upon a vacancy of a Future Affordable Unit, Purchaser may elect whether or not to continue such unit’s designation as an Affordable Unit, subject to Purchaser’s obligation to maintain 975 Affordable Units for the Regulatory Period. Purchaser shall use reasonable efforts to continue to re-let vacant units in the ordinary course of business during the Regulatory Period, accounting for time to renovate vacant units and similar circumstances.

F. The average square footage of the Affordable Units will not be less than 97% of the average square footage of all units at the Property. Purchaser will use good faith efforts to distribute Future Affordable Units within and across buildings throughout the Property and to distribute within each of the three income tiers described above a comparable number

	<p>of studios, one bedroom, two bedroom and three bedroom units and make good faith efforts to have units of comparable size among the income tiers.</p> <p>G. Notwithstanding anything else to the contrary contained in this Term Sheet, Units with respect to which the annual rent collected (exclusive of any reimbursements or other charges as described in clause B above) is greater than 30% of 125% of AMI, will not be included in the calculation of the number of Affordable Units.</p> <p>H. Purchaser will not require residents of the Property in occupancy as of the Effective Date to undergo any form of income testing in order to remain in occupancy in their then current Unit.</p> <p>I. If any Initial Affordable Unit has a preferential rent (as defined under Rent Stabilization) in effect on Effective Date, such preferential rent will not be increased during the first 18 months following the Effective Date, except for Rent Guidelines Board increases (based on the preferential rent, not the Legal Rent) upon any renewal during that period.</p>
Step-Up Period	<p>Upon expiration of the 30 year Regulatory Period, Purchaser will have the right to increase rents in the Future Affordable Units phased in over a five-year period (the "Step-Up Period") as follows: For each year in the Step-Up Period, Purchaser will have the right to increase the then applicable Preferential Rent of a Future Affordable Unit by an amount equal to the sum of (a) 20% of Initial Market Shortfall Amount (as defined below) and (b) any increase in Market Rents over the prior one year period for years 2-5 of the Step-Up Period, provided that Purchaser may not charge rent during the Step-Up Period for any Future Affordable Unit in excess of the Legal Rent to the extent that Rent Stabilization still applies to such Future Affordable Unit.</p> <p>The foregoing phase-in applies only to tenants in Future Affordable Units who remain in occupancy during the Step-Up Period and upon a vacancy of a Future Affordable Unit after the Regulatory Period, such unit shall become a Market Unit. At the end of the Step-Up Period, all Future Affordable Units shall become Market Units.</p> <p>For tenants in Future Affordable Units that are in occupancy at the expiration of the Regulatory Period and during the Step-Up Period, the increase in rents shall become effective upon lease renewals.</p> <p>As used herein, "Initial Market Shortfall Amount" for a unit means the</p>

	<p>difference between (i) Market Rent for such unit and (ii) the most recent Preferential Rent for such unit at the commencement of the Step-Up Period.</p> <p>At the commencement of the Step-Up Period, "Market Rent" of the Future Affordable Units shall be equal to the 1-month rolling average of the effective rent (net of landlord concessions) charged pursuant to newly executed leases for Market Units containing the same number of bedrooms and of comparable size as such Future Affordable Unit as determined by Purchaser ("Comparable Units"), provided that if fewer than 5 new leases have been executed with respect to Comparable Units in such 1-month period such rolling average shall be calculated based on the rent charged pursuant to the last 5 newly executed leases for Comparable Units.</p> <p>The provisions of this Term Sheet pertaining to Initial Affordable Units shall continue to apply during the Step-Up Period for any remaining Initial Affordable Units.</p>
Regulatory Agreement; Compliance	<p>The Regulatory Agreement shall run with the land and bind future owners of the Property. The Regulatory Agreement will provide that Purchaser will deliver a report semi-annually consisting of (a) a rent roll for the Affordable Units which highlights tenants that have moved in or out of such units during the prior 6-month period,(b) a certification from Purchaser as to compliance with the Regulatory Agreement, (c) copies of rental applications (without any back-up documentation) for tenants first occupying Future Affordable Units during the prior 6-month period and (d) a full tenant file for not more than 20 tenants first occupying Future Affordable Units during the prior 6-month period randomly selected by HPD. If through the review of such full tenant files, HPD finds that material noncompliance issues exist, HPD will have the right to request full tenant files on a greater number of tenants reasonably and mutually agreed upon by HPD and Purchaser. If HPD finds that material noncompliance issues exist in such additional files, HPD will have the right to request full tenant files on all tenants first occupying Future Affordable Units during such 6-month period. While Purchaser will use good faith efforts to maintain compliance with the allocations required above, Purchaser will be granted reasonable time periods to achieve such allocation.</p> <p>The Regulatory Agreement will provide only for the following remedies</p>

upon a default in Purchaser's obligations thereunder (subject to reasonable notice and cure periods):

- (a) specific performance of Purchaser's obligations thereunder;
- (b) reimbursement of HPD's reasonable legal expenses incurred to pursue the enforcement of the Regulatory Agreement, provided HPD is successful in such action;
- (c) treble damages for knowingly overcharging rent; and
- (d) for knowingly renting to a tenant whose income is in excess of the income limitations herein, Purchaser will be required to rent the next available unit to a tenant meeting the income limitations and the period of affordability will be extended as to such unit for the period of noncompliance. If a Future Affordable Unit was rented to a tenant whose income was in excess of the income limitations herein based upon false statements provided by a tenant, Purchaser shall use reasonable efforts to evict the applicable tenant in the ordinary course of business.

Notwithstanding the foregoing remedies, in the event that (A) (i) the Property ceases to be owned by an HDFC, (ii) the beneficial interests in the Property are transferred to a Prohibited Party (as hereinafter defined), or (iii) less than two-thirds (2/3rds) of the units at the Property are rented to tenants whose incomes at the time of initial occupancy were equal to or less than 165% of AMI, and (B) the Purchaser fails to cure such default within 120 days after written notice thereof to Purchaser, HPD shall have the right to terminate the Real Estate Tax Exemption. The Regulatory Agreement shall contain a statement by HPD that HPD recognizes that the ownership and occupancy of the Property complies with these requirements as of the Effective Date.

HPD and Purchaser will work together in good faith to develop mutually and reasonably acceptable marketing guidelines for Future Affordable Units, including using an application form substantially similar to the form currently used by HPD, to extent applicable to the Property.

The Regulatory Agreement will provide that the Affordable Units will contain living, sleeping, eating, cooking and sanitation facilities for a single person or family. None of the Affordable Units will be used by Purchaser on a transient basis or as a hotel, motel, hospital, nursing home, sanitarium, rest home or trailer park; provided, however, that nothing

	<p>herein shall prohibit Purchaser from using units at the Property to temporarily house tenants while such tenants' units are being renovated or repaired.</p> <p>Notwithstanding anything to the contrary contained herein, in no event shall any Market Units be subject to any restrictions under the Regulatory Agreement.</p> <p>The form of Regulatory Agreement to be entered into by the parties will be substantially in the form of Exhibit B attached hereto, together with the terms of this Term Sheet incorporated into such form.</p>
<p>Transfers of the Property; Financing</p>	<p>Except as provided below and notwithstanding any provisions typically included in an Article XI regulatory agreement with NYC, the Regulatory Agreement shall not impose any limitations or restrictions upon the transfer of the Property or any direct or indirect transfers of interests in the beneficial owner of the Property and will not contain any limitations or restrictions on the identity of the property manager retained by Purchaser. In addition, the legal interests in the Property may be transferred to a substitute HDFC so long as such HDFC is approved by HPD and satisfies statutory eligibility requirements for the Real Estate Tax Exemption. Any mortgage financing secured by the Property shall be subject and subordinate to the terms of the Regulatory Agreement so that the affordability requirements of the Regulatory Agreement shall bind a foreclosing lender in the event of a foreclosure. HPD will cooperate with Purchaser in obtaining its financing for the Property, including by delivering estoppels and other documents reasonably requested by Purchaser's lenders.</p> <p>Notwithstanding the foregoing, during the Regulatory Period, the Purchaser shall not transfer the beneficial interests in the Property, or the beneficial interests in any portion of the Property, to any party if such party is a Prohibited Party. A prospective transferee will be considered a "Prohibited Party" if any of the following has occurred with respect to such prospective transferee, any person or entity in control of such prospective transferee, or any entity under the respective control of any such person or entity:</p> <ul style="list-style-type: none"> (i) such person or entity has been convicted of a felony involving dishonesty or moral turpitude; (ii) there has been a final judicial determination in

the five-year period preceding the Request Date (as hereinafter defined) that such person or entity violated Section 235-d of the New York Real Property Law or Section 27-2005(d), 26-521, or 26-523 of the New York City Administrative Code;

(iii) there has been a final administrative determination in the five-year period preceding the Request Date by HPD, not reversed by any court or subject to further judicial review, denying a certification of no harassment with respect to a parcel of real property pursuant to Section 27-2093 of the New York City Administrative Code, or Sections 96-110, 93-90, 98-70, or 23-013 of the New York City Zoning Resolution based upon a finding that harassment occurred within a period of time during which such person or entity owned or managed the real property; or

(iv) there has been a final administrative determination in the five-year period preceding the Request Date by the New York State Division of Housing and Community Renewal, not reversed by any court or subject to further judicial review, finding that such person or entity violated 9 NYCRR 2525.5.

Notwithstanding the foregoing, any transfer to a publicly traded company (or an affiliate thereof) will not be subject to any transfer restrictions (including with respect to Prohibited Parties) as long as the prospective transferee (or its sole direct or indirect owner) is in Good Standing at the time a purchase contract for the sale of the Property is executed. "Good Standing" shall mean a public issuer that has securities registered with the Securities and Exchange Commission (the "SEC"), and whose securities have not been barred or suspended from trading by the SEC or any national exchange.

Upon a request by the Purchaser for HPD to confirm that any prospective transferee is not a Prohibited Party, HPD shall respond to the request within five business days of the date of the request (the "Request Date"). If the Purchaser submits sufficient information concerning a prospective transferee to enable HPD to make a determination of whether or not the prospective transferee is a Prohibited Party, and HPD fails to respond within the five-business day period following the Request Date, then HPD's failure to respond will be deemed confirmation that the prospective transferee is not a Prohibited Party.

<p>Immediate Repairs</p>	<p>Purchaser will escrow \$250,000 (the “Immediate Repairs Escrow”) at closing to cover the cost of repairing outstanding repairs at the Property and is committed to completing the repair of such repairs within six months from the Effective Date. The Immediate Repairs Escrow will be held by the lender providing financing to the Purchaser. The Immediate Repairs Escrow will be released to the Purchaser upon the Purchaser’s certification that the repairs have been completed and the lender’s confirmation of the same. The Purchaser will also provide to HPD the same documentation that the Purchaser is required to provide to the lender with respect to the release of funds from the Immediate Repairs Escrow.</p> <p>Nothing contained herein shall be deemed to prohibit the City of New York from exercising its statutory enforcement powers with respect to any violations at the Property.</p>
<p>Major Capital Improvement Rent Increases</p>	<p>As used herein, “MCI Increase” means an increase to the Legal Rent of any Unit permitted by Rent Stabilization due to major capital improvements at the Property, and “Limitation Period” means the first 18 months following the Effective Date.</p> <p>Where permitted by Rent Stabilization, Purchaser may, after the first 18 months following the Effective Date, apply for and obtain MCI Increases to the Legal Rents of any Units at the Property.</p> <p>During the Limitation Period, MCI Increases shall not be charged to or collected from tenants of Initial Affordable Units. After the Limitation Period, the amount of any MCI Increase charged to or collected from a tenant of an Initial Affordable Unit in any year shall not exceed the maximum amount permitted under Rent Stabilization. Nothing herein shall prevent Purchaser from obtaining MCI Increases to the Legal Rent of any Initial Affordable Unit, provided that Purchaser shall not apply for MCI Increases to the Legal Rent of any Initial Affordable Unit prior to the date that is 18 months following the Effective Date.</p> <p>Nothing herein shall prevent Purchaser from charging or collecting MCI Increases to the Legal Rent of any Future Affordable Unit provided that same is in accordance with Rent Stabilization and the Tier 1 Preferential Rent, Tier 2 Preferential Rent or Tier 3 Preferential Rent structure, as applicable.</p>

<p>Quality of Life</p>	<p>Purchaser, in consultation with the tenants, will establish a program focusing on sustaining and enriching the lives of tenants in the Property, including seniors, in a manner reasonably determined by Purchaser (the “Tenant Programs”).</p> <p>Purchaser will provide HPD with a semi-annual report which will contain a summary of commercially reasonable information regarding the services offered to tenants at the Property by Purchaser and such services shall be offered at no charge to the residents.</p> <p>Purchaser will provide the Riverton Tenants Association (“RTA”) with a written plan for Tenant Programs no later than three months after the Effective Date.</p> <p>Purchaser is also prepared to fund a portion of the RTA's annual budget (which amount to be funded by Purchaser shall increase by CPI on an annual basis) and a portion of the costs of community events at the Property and to provide acceptable meeting space within the Property.</p> <p>Purchaser will meet with two members of the RTA executive committee (designated by the RTA) (the “Designated RTA Members”) not later than one month following the Effective Date and have quarterly meetings with the Designated RTA Members thereafter, during which Purchaser will consult with the RTA on the planned capital improvements at the Property, management and operation of the Property and enhanced security protocols at the Property. In addition to such quarterly meetings, Purchaser will have semi-annual meetings with the entire RTA.</p>
<p>After-School Study Center</p>	<p>Purchaser will provide a supervised after school center for residents of the Property, aimed at school-aged children and teens, which will be supplied with learning tools and technology, in a manner reasonably determined by Purchaser, and such services shall be offered at no charge to the residents.</p>
<p>Landscaping; Basketball Courts and Playgrounds</p>	<p>Purchaser will commit to making improvements to the landscaping and community gardens at the Property, in a manner reasonably determined by Purchaser.</p> <p>Purchaser will complete renovations of the basketball court at the Property, in a manner reasonably determined by Purchaser.</p> <p>Purchaser will renovate the playgrounds at the Property, in a manner</p>

	<p>reasonably determined by Purchaser.</p> <p>The improvements described in this section shall not result in major capital improvement related rent increases to Legal Rents.</p>
Article XI Tax Exemption	<p>Subject to approval by the City Council, the Property will receive a 100% real estate tax exemption pursuant to Article XI of the New York State Private Housing Finance Law for a term of 30 years from the Effective Date (the "Real Estate Tax Exemption"). The Real Estate Tax Exemption will be made available to the Property subject to approval by the City Council and receipt of a City Council resolution authorizing same. In compliance with the requirements of the City Council resolution, the legal interests in the Property will be owned by a Housing Development Fund Corporation incorporated under Article XI of the New York Private Housing Finance Law (the "HDFC"), which entity shall transfer the beneficial ownership interest in the Property to a limited liability company formed by the Purchaser. Furthermore, the HDFC will be subject to statutory eligibility requirements.</p>
Mortgage Recording Exemption; NYC Transfer Tax Exemption	<p>The execution by Purchaser of the Regulatory Agreement is contingent on the financing for the Property receiving a 100% exemption from mortgage recording tax and the acquisition of the Property receiving a 100% exemption from New York City real property transfer tax at the time of closing.</p>
Rent Stabilization	<p>Any Affordable Units subject to the provisions of Rent Stabilization on the Effective Date will continue to be subject to Rent Stabilization unless and until such units are deregulated pursuant to the terms of applicable laws. Once an Affordable Unit is deregulated pursuant to the terms of applicable law, neither the City nor HPD intends to subject such Affordable Unit to any regulation other than the restrictions contained in the Regulatory Agreement (unless the City or HPD and Purchaser (in Purchaser's discretion) enter into a future agreement providing for further affordability). If at any time applicable laws would allow the deregulation of any unit (including any Affordable Unit) from Rent Stabilization, Purchaser may elect to deregulate such unit from Rent Stabilization and, if such unit is a Future Affordable Unit, it shall remain subject to the restrictions of the Regulatory Agreement.</p>
Waiting Lists	<p>Purchaser will make Future Affordable Units available to prospective tenants via one or more waiting lists established through a lottery system, subject to other eligibility criteria in compliance with the Regulatory</p>

	Agreement.
Agreement	The parties hereto agree to enter into a Regulatory Agreement and other documentation, consistent with the terms of this Term Sheet, and comply with all other agreements of this Term Sheet. The provisions of this Term Sheet will be reflected in the Regulatory Agreement. The parties will endeavor to agree upon the final form of Regulatory Agreement within 30 days after the execution of this Term Sheet.
Governing Law	This Term Sheet shall be governed by the laws of the State of New York.

The parties have signed this Term Sheet as of December 16, 2015.


The City of New York

By: _____

Name: Alicia Glen
Title: Deputy Mayor

A&E Real Estate Holdings, LLC,
a Delaware limited liability company

By: _____


Name: Douglas F. Eisenberg
Title: Authorized Signatory

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Exhibit B