

## **RD MANAGEMENT LLC**

810 Seventh Avenue, 28<sup>th</sup> Floor, New York, NY 10019

Tel (212) 265-6600

September 22, 2006

### **By Certified Mail, Return Receipt Requested**

Ian, Leslie, and Stuart Eichner  
The Manhattan Club  
200 W 56th Street  
New York, New York 10019

Re: T. Park Avenue L.L.C. (the "Entity")

Dear Ian, Leslie, and Stuart,

Please be advised that Jay Furman and Richard Birdoff have assigned to MFB Realty LLC all of their individual interests in the Entity. Enclosed are the initial letter consenting to such a transfer, the assignment document, and the Special Allocation Supplement relevant to the Entity.

Very truly yours,



Steven Nachman

As of December 19, 2005

Jay Furman  
c/o RD Management LLC  
810 Seventh Avenue, 28<sup>th</sup> Floor  
New York, NY 10019

Richard J. Birdoff  
c/o RD Management LLC  
810 Seventh Avenue, 28<sup>th</sup> Floor  
New York, NY 10019

Re: T. Park Central L.L.C. (the "Entity")

Gentlemen:

This is to confirm that Stuart Eichner, Leslie Eichner and Ian Eichner (collectively, the "Partners") hereby consent (to the extent that any such consent may be required) to any transfer by either or both of you of any of your direct or indirect interests in the Entity to MFB Realty LLC ("MFB"), a Delaware limited liability company that is solely owned by yourselves and the lineal descendants of Morris Furman (Jay Furman's father) and their spouses (or trusts for the benefit of the foregoing), and which is controlled by you. In addition you have informed us that MFB will specially allocate the interests in the Entity so that the beneficial interests in the Entity shall not be affected or changed by such transfers. Notwithstanding anything to the contrary contained in any other agreement (whether executed prior to or subsequent to the date hereof), any transfer as to which any consent applies, shall not trigger any fees, rights of first offer, rights of first refusal or the like in favor of the Partners or any entity owned by the Partners. You will, however, notify the Partners upon any such transfer, sale or assignment.

This consent (i) shall continue to be binding upon the undersigned unless and until written revocation of same has been delivered to you (and which revocation shall not be effective until your receipt of same and shall not impact any transfers made prior to the delivery of any such revocation), (ii) may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. and (iii) may be executed by facsimile signature.

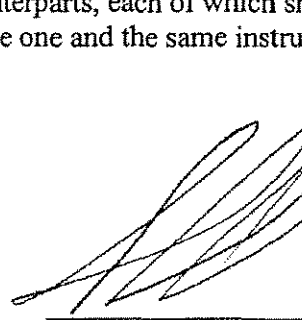
Very truly yours,



Stuart Eichner



Leslie Eichner



Ian Eichner

ASSIGNMENT AND ASSUMPTION  
OF LIMITED LIABILITY COMPANY INTERESTS  
[T. Park Central L.L.C.]

ASSIGNMENT ("Assignment"), made as of January 1<sup>st</sup>, 2006, by **RICHARD J. BIRDOFF** and **JAY FURMAN**, (each an "Assignor", and collectively "Assignors") each having an address at c/o RD Management LLC, 810 Seventh Avenue, 28th Floor New York, New York 10019, to **MFB REALTY LLC** ("Assignee"), a Delaware limited liability company, having an office at c/o RD Management LLC, 810 Seventh Avenue, 28th floor, New York, NY 10019.

In consideration of the agreements and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1) Each Assignor hereby assigns and transfers to Assignee all of each Assignor's interests (collectively, the "Assigned Interest") in **T. PARK CENTRAL L.L.C.**, a New York limited liability company (the "Company"), together with all such Assignor's right, title and interest in and to the Company in respect of the Assigned Interest, including, without limitation, such Assignor's capital account therein, to have and to hold the same unto Assignee forever.

2) Assignee hereby assumes all of each Assignor's obligations arising from and after the date hereof in respect of the Assigned Interest and agrees to be bound by the operating agreement of the Company (as amended and/or supplemented through the date hereof) and all other agreements affecting or in respect of the Assigned Interest as if Assignee was a direct signatory of such agreement.

3) Assignee shall indemnify, defend and hold each Assignor harmless from and against all claims, losses, costs, expenses (including reasonable attorney's fees), liabilities or damages arising from or related to the Assigned Interest accruing from and after the date hereof.

4) Assignors shall indemnify, defend and hold Assignee harmless from and against all claims, losses, costs, expenses (including reasonable attorney's fees), liabilities or damages arising from any acts of Assignors related to the Assigned Interest which accrue prior to the date hereof.

5) Except as expressly set forth herein, this Assignment is made without representation or warranty, express or implied, by Assignors.


6) This Assignment (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, (ii) represents the entire and integrated agreement among the parties hereto, (iii) may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument and (iv) may be executed by facsimile signatures (or by copies of physically signed documents exchanged via email attachments in PDF format or equivalent).

(continued on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

**ASSIGNORS:**

  
RICHARD J. BIRDOFF

  
JAY FURMAN

**ASSIGNEE:**

MFB REALTY LLC

By:   
Name: Jay Furman  
Title: Manager

SPECIAL ALLOCATION SUPPLEMENT TO  
OPERATING AGREEMENT  
OF MFB REALTY LLC

This Special Allocation Supplement, dated as of January 1<sup>st</sup>, 2006, by and among JAY FURMAN; RICHARD J. BIRDOFF; MF EST. LLC (f/k/a FMB Family Limited Liability Company, successor-in-interest to The Estate of Morris Furman); JAY-BOB ASSOCIATES and FURMAN MURRAY ASSOCIATES.

Reference is made to that certain Amended and Restated Operating Agreement of MFB Realty LLC, a Delaware limited liability company (the "Company") dated as of January 1, 2005 (as the same may have been amended, restated and/or supplemented through the date hereof, the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

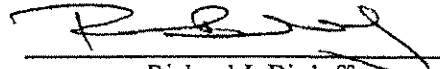
The undersigned are all of the Members of the Company.

The Company has made the Joint Venture Investments described on Exhibit A attached hereto. The Members agree that each of the Joint Venture Investments described on Exhibit A attached hereto is a Special Situation and that the Percentage Interests of the Members with respect to same are as set forth on said Exhibit A.

This Special Allocation Supplement may (i) be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument; and (ii) may be executed by facsimile signatures (or by copies of physically signed documents exchanged via email attachments in PDF format or equivalent).

(continued on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Special Allocation Supplement as of the day and year first above written.

  
Richard J. Birdoff

MF EST. LLC

By: (see signature below)  
Jay Furman  
Manager


JAY-BOB ASSOCIATES

By: (see signature below)  
Jay Furman  
General Partner

FURMAN MURRAY ASSOCIATES

By: (see signature below)  
Jay Furman  
General Partner

THE UNDERSIGNED IS EXECUTING BELOW  
IN HIS INDIVIDUAL CAPACITY AND ALSO  
ON BEHALF OF THE FOREGOING  
ENTITIES:

  
Jay Furman

**EXHIBIT A TO SPECIAL ALLOCATION SUPPLEMENT**

(see attached)

**EXHIBIT A TO SPECIAL ALLOCATION SUPPLEMENT**  
(continued from prior page)

Joint Venture Investment	Percentage Interest Allocated				
	Jay Furman	Richard J. Birdoff	MF Est. LLC	Jay-Bob Associates	Furman Murray Associates
T. Park Central L.L.C., a New York limited liability company	90%	10%	0%	0%	0%