NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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2020042300668001001E802F

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 19**

Document ID: 2020042300668001 Document Date: 04-07-2020 Preparation Date: 04-23-2020
Document Type: LEASE
Document Page Count: 17

PRESENTER:
LANGDON TITLE AGENCY, LLC
463 SEVENTH AVENUE, SUITE 701
LTAREC-100911
NEW YORK, NY 10018
212-686-6650
RECORDING@LANGDONTITLE.COM

RETURN TO:
LANGDON TITLE AGENCY, LLC
463 SEVENTH AVENUE, SUITE 701
LTAREC-100911
NEW YORK, NY 10018
212-686-6650
RECORDING@LANGDONTITLE.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1373	1	Partial Lot		595 MAIN STREET

Property Type: OTHER

Borough	Block	Lot		Unit	Address
MANHATTAN	1373	1901	Entire Lot	RES	551 MAIN STREET

Property Type: OTHER

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

LESSOR/LANDLORD:
ROOSEVELT ISLAND OPERATING CORP
591 MAIN STREET
NEW YORK, NY 10044

LESSEE/TENANT:
NORTH TOWN PHASE III HOUSES INC
545 MAIN STREET
NEW YORK, NY 10044

☒ 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:	$	134.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00

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 04-27-2020 10:25
City Register File No.(CRFN): **2020000132600**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020042300668001001C82AF

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2020042300668001 Document Date: 04-07-2020 Preparation Date: 04-23-2020
Document Type: LEASE

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1373	1902 Entire Lot	RET	551 MAIN STREET
Property Type: OTHER				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1373	1903 Entire Lot	COMM1	551 MAIN STREET
Property Type: OTHER				
Borough	**Block**	**Lot**	**Unit**	**Address**
MANHATTAN	1373	1904 Entire Lot	COMM2	551 MAIN STREET
Property Type: COMMERCIAL REAL ESTATE				

PARTIES

LESSEE/TENANT:
WV PRESERVATION PARTNERS, LLC
545 MAIN STREET
NEW YORK, NY 10044

LESSEE/TENANT:
ISLAND HOUSE CONDOMINIUM
545 MAIN STREET
NEW YORK, NY 10044

JOINT AMENDMENT TO GROUND LEASES

(Westview and Island House)

THIS JOINT AMENDMENT TO GROUND LEASES (the "Joint Amendment") is made as of the 7th day of April, 2020, by and among the **ROOSEVELT ISLAND OPERATING CORPORATION** ("RIOC" or "Lessor"), a public benefit corporation and subdivision of the State of New York, having its principal office at 591 Main Street, Roosevelt Island, NY 10044, **NORTH TOWN PHASE III HOUSES, INC.** ("NTIII") and **WV PRESERVATION PARTNERS, LLC** ("WVPP"), each having an office c/o Executive/Management Office, 545 Main Street, New York, NY 10044 (NTIII and WVPP being collectively referred to as the "WV Lessee"), and **THE BOARD OF MANAGERS OF THE ISLAND HOUSE CONDOMINIUM, AS AGENT FOR THE UNIT OWNERS** ("IH Lessee"), having an address c/o Charles H. Greenthal Management Office, 545 Main Street, New York, NY 10044, and **IH PRESERVATION PARTNERS, LLC** ("IH Sponsor"), having an address c/o Executive/Management Office, 545 Main Street, New York, NY 10044. Capitalized terms used herein and not defined herein shall have the meaning as defined in the "WV Ground Lease" or "IH Ground Lease" (as herein defined), as the case may be.

WITNESSETH:

WHEREAS, the New York State Urban Development Corporation ("UDC"), as Lessor, and NTIII, as Lessee, entered into that certain Ground Lease dated April 25, 1973 (the "Original Westview Ground Lease") which was recorded in the Office of the City Register, New York County on May 9, 1973, in Reel 277 at Page 1722, as amended by an undated and unsigned First Amendment To Ground Lease (which Lessor and Lessee acknowledge is deemed to be in effect notwithstanding the absence of an executed copy thereof), Second Amendment to Ground Lease dated as of December 31, 1974, (which First Amendment and Second Amendment are not recorded), Third Amendment to Ground Lease dated as of January 31, 1997, recorded in said Register's Office on October 24, 1997, in Reel 2509, at Page 2202 and Fourth Amendment to Ground Lease dated July 31, 2018, recorded in said Register's office on August 9, 2018 in CRFN2018000266382 as such lease was assigned by North Town Phase III Houses, Inc. to itself and to WV Preservation Partners, LLC as co-lessees pursuant to that certain Assignment and Assumption Agreement dated July 31, 2018, recorded in said Registers Office on August 9, 2018 in CRFN 2018000266383 (collectively, as amended and assigned, the "WV Ground Lease"), the real property demised under the WV Ground Lease being known by the street address of 595 and 625 Main Street, New York, NY, on Roosevelt Island, and a part of Tax Lot 1 of Block 1373 on the Tax Map of the Borough of Manhattan (the "Westview Leased Premises");

WHEREAS, UDC as Lessor, and North Town Phase II Houses, Inc., as Lessee, entered into that certain Ground Lease dated October 30, 1972 (the "Original Island House Ground Lease") which was recorded in the Office of the City Register, New York County on November

11, 1972, in Reel 259 at page 170, as amended by First Amendment To Ground Lease dated as of December 20, 1996, recorded in said Register's Office on February 7, 1997, in Reel 259, at Page 234, which was further amended pursuant to that certain Second Amendment to Ground lease dated as of September 28, 2012, by and between Roosevelt Island Operating Corporation ("RIOC"), as successor in interest to UDC and North Town Phase II Houses, Inc., and recorded in said Register's Office on October 5, 2012 in said Register's Office as CRFN 2012000397307, as then assigned by North Town Phase II Houses, Inc. to North Town Phase II Associates, LP (subsequently known as IH Preservation Partners, LLC ("IHPP")), pursuant to an Assignment and Assumption Agreement dated as of September 28, 2012 and recorded in said Register's Office on October 17, 2012 as CRFN 2012000410145 (collectively, as amended and assigned, the "IH Ground Lease");

WHEREAS, the IH Sponsor converted the land demised under the IH Ground Lease to a leasehold condominium by recording a Declaration of Condominium in the Office of the New York City Register on June 28, 2013 as CRFN 2013000257020, thereby creating The Island House Condominium (the " IH Condominium"), known by the street address of 551, 555 and 575 Main Street, New York, NY, and as Tax Lots: 1901 (Residential Unit); 1902 Retail Unit; and 1903 and 1904 (Commercial Units) of Block 1373 on the Tax Map of the Borough of Manhattan (the "Island House Leased Premises");

WHEREAS, when UDC created the Original Island House Ground Lease and the Original Westview Ground Lease, UDC included a small and land-locked portion of a future paved driveway in the description of the Island House Leased Premises, and thereafter, included the entire as built paved driveway (including the portion thereof that was already included in the Original Westview Ground Lease) in the description of the Westview Leased Premises, thereby including the same portion of such paved driveway in each of the Original Island House Ground Lease and Original Westview Ground Lease;

WHEREAS, in order to correct the inconsistencies between the leased descriptions in the most amicable manner, the parties desire to amend each of the WV Ground Lease and the IH Ground Lease so as to establish a new common boundary between Westview and Island House which shall be more or less the centerline of the existing driveway between Westview and Island House and more particularly shown and described as the "New Common Boundary Line" on the Common Boundary Realignment Map last revised dated October 4, 2019 prepared by Fehringer Surveying, P.C. (the "Boundary Map"), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, in addition to the foregoing boundary line adjustment, RIOC and IH Condominium/IH Sponsor, desire to further amend the description of the Island House Leased Premises to reflect the previously agreed upon (i) deletion of the "RIOC Landscaped Parcel" (as hereinafter defined), and (ii) the addition of the "Supplemental Playground Parcel" (as hereinafter defined); and

WHEREAS, the term "RIOC Landscaped Parcel" as used herein shall mean the area of land forming a part of Commercial Unit 2 in the Island House Condominium owned by IH Sponsor and more particularly shown on the Island House Survey last revised December 9, 2019 a copy of which is attached hereto as **Exhibit B-1,** as the "RIOC Landscaped Parcel" and the

term "Supplemental Playground Parcel" shall mean the portion of the existing playground owned by RIOC and located to the west of the playground forming a part of Commercial Unit 2 in the Island House Condominium owned by IH Sponsor and more particularly shown on such survey as the "Supplemental Playground Area."

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree that the WV Ground Lease and the IH Ground Lease are, and shall be modified and amended as herein provided:

1. **New Westview/Island House Common Boundary Line.**

The description of the Westview Leased Premises and the description of the Island House Leased Premises, set forth in each of the WV Ground Lease and Island House Ground Lease respectively, are each hereby amended so as to establish the New Common Boundary Line as the new common boundary separating Westview and Island House. In furtherance of this (i) the description of the leased premises set forth in the WV Ground Lease is hereby deleted, and in place thereof is inserted the "Revised Perimeter Description of Westview Leased Premises" attached hereto as **Exhibit C**, and (ii) the description of the leased premises in the IH Ground Lease is hereby deleted, and in place thereof is inserted the "Revised Perimeter Description of Island House Leased Premises" attached hereto as **Exhibit D** and as shown on the Island House Survey last revised March 5, 2020 a copy of which is attached hereto as **Exhibit B-2**. The Easement reserved in the original WV Ground Lease remains in effect and the WV Ground Lease and IH Ground Lease as hereby amended are subject to the provisions of such Easement.

2. **Deletion of RIOC Landscaped Parcel and Addition of Supplemental Playground Area.**

The description of the IH Leased Premises, set forth in the Island House Ground Lease is hereby further amended so as to (i) delete from the IH Leased Premises the RIOC Landscaped Parcel, and (ii) add to the IH Leased Premises the Supplemental Playground Area, which shall constitute a portion of the IH Leased Premises and a portion of Commercial Unit No. 2 in the IH Condominium, for the remainder of the term of the IH Ground Lease and any extension thereof. The RIOC Landscaped Parcel shall no longer be a part of Island House and shall revert to RIOC.

3. **Ratification of IH Ground Lease and WV Ground Lease.**

Except as expressly set forth herein, Lessor and each of IH Lessee and WV Lessee, each hereby ratify and confirm the terms and conditions of the IH Ground Lease and WV Ground Lease, respectively, and agree to be bound thereby, respectively.

4. **Mutual Releases.**

Upon the execution of this Joint Amendment to Ground Leases, each of (i) NTIII and WVPP, for and on behalf of themselves and their predecessors and successors in interest, designees, officers, directors, shareholders, agents, members, successors and assigns (collectively, the "WV Parties"), (ii) IH Lessee and IH Sponsor for and on behalf of themselves and their predecessors and successors in interest, designees, officers, directors, shareholders, agents, members, successors and assigns (collectively, the "IH Parties"), and (iii) RIOC, on behalf of itself and as assignee of UDC (doing business as Empire State Development), and for and on behalf of their predecessors and successors in interest, designees, officers, directors, shareholders, agents, members, successors and assigns (collectively, the "RIOC Parties"), hereby forever release and discharge one another, of and from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against any of WV Parties, IH Parties and RIOC Parties, their successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Joint Amendment arising out of or relating to the WV Parties and the IH Parties use and occupancy of the portion of the Westview Leased Premises and the IH Leased Premises, which is the subject of this Joint Lease Amendment, respectively as and to the extent such portion of the respective Westview Leased Premises and IH Leased Premises are at variance with the metes and bounds description set forth in the WV Ground Lease and the IH Ground Lease, respectively, immediately prior to the date of this Joint Lease Amendment.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Joint Amendment to Ground Leases as of the date set forth above.

LESSOR:

ROOSEVELT ISLAND OPERATING CORPORATION

By: _____
Susan Rosenthal
President and Chief Executive Officer

WV LESSEE:

NORTH TOWN PHASE III HOUSES, INC.

By: _____
David B. Hirschhorn, President

WV PRESERVATION PARTNERS, LLC

By: _____
David B. Hirschhorn, Manager

IH LESSEE:

THE BOARD OF MANAGERS OF THE ISLAND HOUSE CONDOMINIUM AS AGENT FOR THE UNIT OWNERS

By: _____
Name: Amrah Cardoso
Title: President

IH PRESERVATION PARTNERS LLC:

By: _____
David B. Hirschhorn, Manager

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

On the 15th day of ~~March~~ April in the year 2020 before me, the undersigned, personally appeared **SUSAN G. ROSENTHAL** 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.

Signature and Office of individual
taking acknowledgment Amy Forester
New York State Notary
01F16304374
Qt 5/27/22

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

On the 2 day of ~~March~~ April in the year 2020 before me, the undersigned, personally appeared **DAVID B. HIRSCHHORN** 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.

Signature and Office of individual
taking acknowledgment

CANDEE B. CHUSID
Notary Public-State of New York
No. 02CH4784725
Qualified in New York County
Commission Expires May 31, 2021

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

On the 2 day of ~~March~~ April in the year 2020 before me, the undersigned, personally appeared **DAVID B. HIRSCHHORN** 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.

Signature and Office of individual
taking acknowledgment

CANDEE B. CHUSID
Notary Public-State of New York
No. 02CH4784725
Qualified in New York County
Commission Expires May 31, 2021

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

On the 3 day of ~~March~~ April in the year 2020 before me, the undersigned, personally appeared **AMRAH CARDOSO** 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.

Signature and Office of individual
taking acknowledgment

CANDEE B. CHUSID
Notary Public-State of New York
No. 02CH4784725
Qualified in New York County
Commission Expires May 31, 2021

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

On the 2 day of ~~March~~ April in the year 2020 before me, the undersigned, personally appeared **DAVID B. HIRSCHHORN** 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.

Signature and Office of individual
taking acknowledgment

CANDEE B. CHUSID
Notary Public-State of New York
No. 02CH4784725
Qualified in New York County
Commission Expires May 31, 2021

EXHIBIT A

COMMON BOUNDARY REALIGNMENT MAP

(Attached)

COMMON BOUNDARY REALIGNMENT MAP

TITLE NO. LTA-3416

BLOCK: 1373
LOT: PART OF LOT 1
TOTAL LOT AREA:
PORTIONS A,B,C+D
SQ. FT: 116,536.21
ACRES: 2.6753

LOT AREA:
PORTION "A"
109,732.02 SQ. FT.
2.5191 ACRES

LOT AREA:
PORTION "B"
3,918.60 SQ. FT.
0.0900 ACRES

LOT AREA:
PORTION "C"
1,143.13 SQ. FT.
0.0331 ACRES

LOT AREA:
PORTION "D"
1,143.13 SQ. FT.
0.0331 ACRES

LOT AREA:
PORTION "E"
22.50 SQ. FT.
0.0005 ACRES

LOT AREA:
EASEMENT
4,301.40 SQ. FT.
0.0987 ACRES

NEW COMMON BOUNDARY LINE

MAIN STREET
(PUBLIC STREET-ASPHALT PAVED: 62 FEET WIDE)

SCHEDULE B EXCEPTIONS

5(A). EASEMENTS IN LIBER 4823 PAGE 5 - NOT PLOTTED - DOES NOT AFFECT

5(B). EASEMENT AGREEMENT IN REEL 288 PAGE 1244 - NOT PLOTTABLE

5(C). TELEPHONE EASEMENT AGREEMENT IN REEL 345 PAGE 1393 - NOT PLOTTABLE - DOES NOT AFFECT

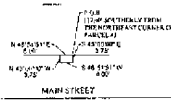
5(D). MAP FILED IN CRFN 2006000727565 - NOT PLOTTABLE - DOES NOT AFFECT

5(E). SCHOOL PROPERTY RELEASE AGREEMENT RECORDED IN REEL 527 PAGE 3059 - PLOTTED

5(H). UTILITY EASEMENT RECORDED IN REEL 272 PAGE 1693 - PLOTTED

THIS SURVEY IS CERTIFIED TO:
1. North Town Phase III Houses, Inc.
2. North Town Phase III Associates, LP
3. WV Preservation Partners, LLC
4. Langdon Title Agency LLC
5. Stewart Title Insurance Company
6. Oritani Finance Company, its successors and/or assigns

DETAIL PORTION "E"



FLOOD ZONE SHOWN AS PER FEMA FLOOD MAP NUMBER 3604970089F, DATED SEPTEMBER 5, 2007

ALL ELEVATIONS ARE IN NGVD29 DATUM

REVISED: OCTOBER 4, 2019
REVISED: JULY 30, 2019 PROPOSED PROPERTY LINE
REVISED: JULY 13, 2018
UPDATED: MAY 2, 2018

SURVEY OF PROPERTY SITUATED IN:
591-625 MAIN STREET
A/K/A 595-625 MAIN STREET
BOROUGH OF MANHATTAN
COUNTY OF NEW YORK
CITY OF NEW YORK
STATE OF NEW YORK

Metes and Bounds Perimeter Description
Portions A, B, C & D

SCALE: 1" = 20'

SURVEYED: SEPTEMBER 7, 2012

DRAWN BY: MF

FEHRINGER SURVEYING, P.C.
ROBERT FEHRINGER
LICENSED LAND SURVEYOR
WWW.FEHRINGERSURVEYING.COM
20 FORD AVENUE, 4TH FLOOR
STAMFORD, NEW YORK 12167
(518) 963-3515 FAX NO. (518) 963-3523
FEHRINGERSURVEYING@GMAIL.COM

Exhibit A

EXHIBIT B-1

ISLAND HOUSE SURVEY SHOWING RIOC LANDSCAPED PARCEL

AND SUPPLEMENTAL PLAYGROUND AREA

(Attached)

TITLE SURVEY

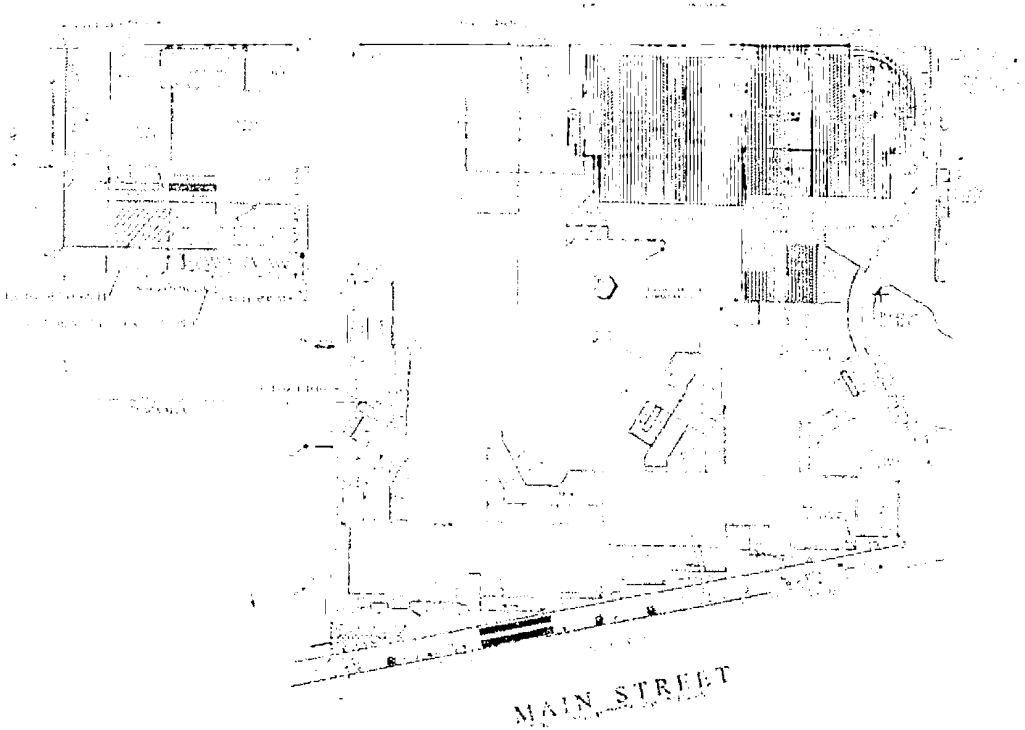


EXHIBIT B-2

EXHIBIT B-2

ISLAND HOUSE SURVEY

(Attached)

BLOCK: 1373
LOT: PART OF LOT- 1

TOTAL LOT AREA:
SQ. FT.: 118,202.61
ACRES: 2.7136

TITLE SURVEY

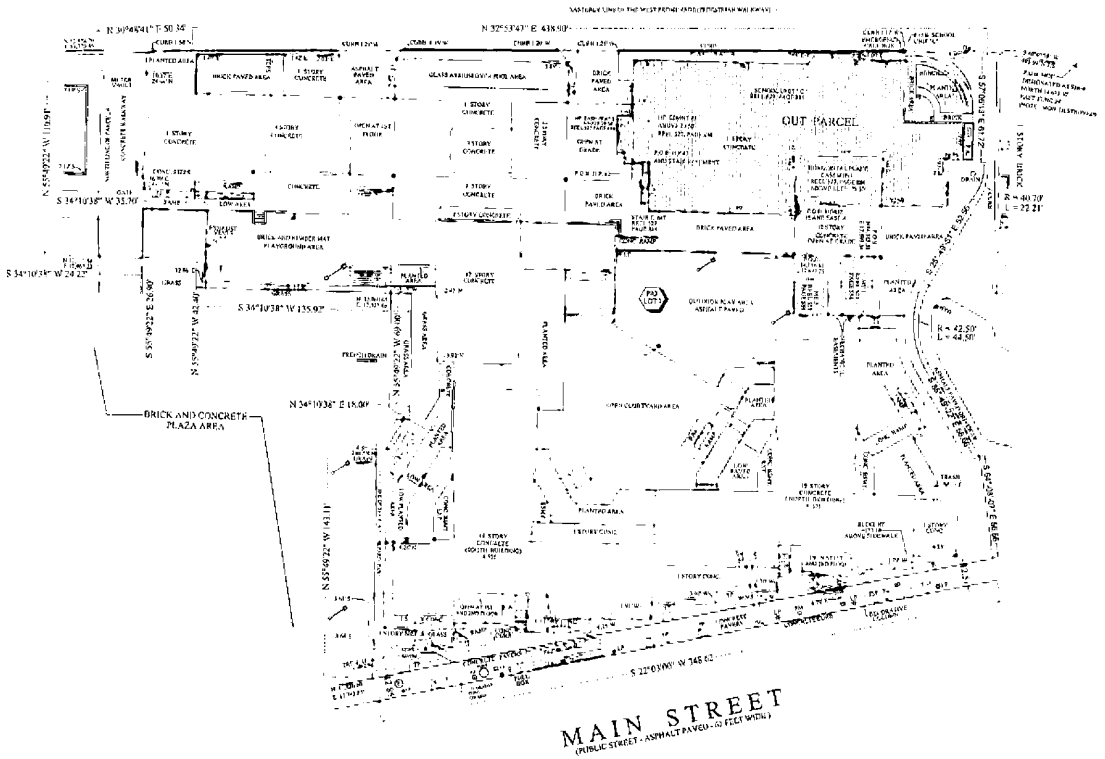


Exhibit B-2.

DRAWN BY: MF

REVISED:MARCH 5, 2020: BEARING LABEL CORRECTED
REVISED:DECEMBER 9, 2019: PROPERTY LINE CHANGES SHOWN
REVISED:OCTOBER 4, 2019: LABELS FOR INFORMATION PURPOSES ONLY
REVISED 2/19/2013: GLASS ATRIUM OVER POOL AREA

SCALE: 1" = 30'

SURVEYED: JUNE 12, 2012

SURVEY OF PROPERTY SITUATED IN:
549-579 MAIN STREET
ROOSEVELT ISLAND
BOROUGH OF MANHATTAN
COUNTY OF NEW YORK
CITY OF NEW YORK
STATE OF NEW YORK

FEHRINGER SURVEYING, P.C.
ROBERT FEHRINGER
LICENSED LAND SURVEYOR
WWW.FEHRINGERSURVEYING.COM
226 CHESTER AVENUE
SEAFORD, N.Y. 11783
(516) 868-3580 FAX NO.: (516) 763-5951
ROBERT@FEHRINGERSURVEYING.COM

EXHIBIT C

REVISED PERIMETER DESCRIPTION OF WESTVIEW LEASED PREMISES

(Formerly Independent Parcels A, B, C, D & E)
(Note: Parcel E Was Always An Interior Described Parcel Within Parcel/Portion A)

ALL that certain plot, piece or parcel of land situate, lying and being on Roosevelt Island, Borough of Manhattan, City and State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING at a point which is located South 7 degrees 09 minutes 49 seconds West from a monument designated as SJR-4, a distance of 57.39 feet, said monument having a coordinate of N 14,673.399, E 17,962.385;

RUNNING THENCE from said Point of Beginning which has a coordinate of N 14,616.543, E 17,455.239 along a line having a bearing of South 43 degrees 09 minutes 00 seconds East, a distance of 251.33 feet;

THENCE South 46 degrees 51 minutes West, a distance of 62 feet;

THENCE South 43 degrees 09 minutes East, a distance of 14.34 feet;

THENCE South 46 degrees 51 minutes West, a distance of 275.31 feet;

THENCE South 22 degrees 03 minutes West, a distance of 45.56 feet;

THENCE North 64 degrees 08 minutes 07 seconds West, a distance of 56.86 feet;

THENCE North 85 degrees 49 minutes 22 seconds West, a distance of 58.66 feet;

THENCE westerly and northerly along the arc of a curve bearing to the right, said curve having a radius of 42.50 feet, a length of 44.50 feet;

THENCE North 25 degrees 49 minutes 51 seconds West, a distance of 52.56 feet;

THENCE northwesterly along the arc of a curve bearing to the left, said curve having a radius of 40.70 feet, a length of 22.21 feet;

THENCE North 57 degrees 06 minutes 13 seconds West, a distance of 61.72 feet;

THENCE North 32 degrees 53 minutes 47 seconds East, a distance of 38.11 feet;

THENCE northerly along the arc of a curve bearing to the right, said curve having a radius of 200 feet, a length of 48.71 feet and a central angle of 13 degrees 57 minutes 13 seconds;

THENCE North 46 degrees 51 minutes East, a distance of 13.75 feet;

THENCE North 43 degrees 09 minutes East, a distance of 34.50 feet;

THENCE North 46 degrees 51 minutes East, a distance of 41.83 feet;

THENCE South 43 degrees 09 minutes West, a distance of 34.50 feet;

THENCE North 46 degrees 51 minutes East, a distance of 202.08 feet;

THENCE North 43 degrees 09 minutes West, a distance of 34.50 feet;

THENCE North 46 degrees 51 minutes East, a distance of 41.83 feet;

THENCE South 43 degrees 09 minutes East, a distance of 34.50 feet;

THENCE North 46 degrees 51 minutes East, a distance of 62.00 feet to the point or place of **BEGINNING**.

EXCEPTING therefrom so much thereof which has been released as School Unit "D" in School Property Release Agreement recorded in Reel 527 page 1059.

The coordinates used herein refer to a local coordinate system, which is based on the United States Army Corps. of Engineers Coordinate System with the following applicable coordinate transformation between the two coordinate systems.

USACE Coordinates	Description Coordinates
S 11,393.254	N 10,000.00
W 842.168	E 15,000.00

FURTHER EXCEPTING from above any portion thereof which may lie within Main Street as realigned under B.P. Map No. 30212, a Memorandum of which was recorded 11/24/2004 in CRFN 2004000727765.

EXHIBIT D

REVISED PERIMETER DESCRIPTION OF ISLAND HOUSE LEASED PREMISES

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, being a tract of land located on Roosevelt Island (formerly Welfare Island) in the County of New York, State of New York, and more particularly described as follows:

COMMENCING at a monument designated SJR-4 and located at N 14,673.40, E 17,962.39; thence South 40 degrees 49 minutes 59 seconds West 493.59 feet to the southwest corner of Parcel 2 and 3 combined and the point of **BEGINNING**, said point being the intersection of the east line of the West Promenade and the south line of Parcel 2 and 3 combined and located at N 14,300.02, E. 17,639.66;

RUNNING THENCE along the south line of Parcel 2 and 3 combined, South 57 degrees 06 minutes 13 seconds East 61.72 feet;

THENCE southeasterly along the arc of a curve bearing to the right, said curve having a radius of 40.70 feet, a length of 22.21 feet;

THENCE South 25 degrees 49 minutes 51 seconds East, a distance of 52.56 feet;

THENCE easterly and southerly along the arc of a curve bearing to the left, said curve having a radius of 42.50 feet, a length of 44.50 feet;

THENCE South 85 degrees 49 minutes 22 seconds East, a distance of 58.66 feet;

THENCE South 64 degrees 08 minutes 07 seconds East, a distance of 56.86 feet;

THENCE along the west line of the main street, South 22 degrees 03 minutes 00 seconds West 348.62 feet to the north line of the Good Shepherd parcel located at N 13,826.60, E 17,742.83;

THENCE along the north line of the Good Shepherd parcel, North 55 degrees 49 minutes 22 seconds West 143.11 feet;

THENCE North 34 degrees 10 minutes 38 seconds East 18.00 feet;

THENCE North 55 degrees 49 minutes 22 seconds West 69.00 feet to the west line of the Good Shepherd parcel located at N 13,960.65, E 17,577.46;

THENCE along the west line of the Good Shepherd parcel, South 34 degrees 10 minutes 38 seconds West 135.92 feet;

THENCE North 55 degrees 49 minutes 22 seconds West 42.40 feet;

THENCE South 34 degrees 10 minutes 38 seconds West 35.70 feet;

THENCE South 55 degrees 49 minutes 22 seconds East 26.90 feet;

THENCE South 34 degrees 10 minutes 38 seconds West 24.22 feet to the north line of Parcel 6 located at N 13,825.88, E 17,467.22;

THENCE along the north line of Parcel 6, North 55 degrees 49 minutes 22 seconds West 110.91 feet to the east line of the West Promenade located at N 13,880.20, E 17,375.45;

THENCE along the east line of the West promenade, North 30 degrees 48 minutes 41 seconds East 50.34 feet;

THENCE North 32 degrees 53 minutes 47 seconds East 438.90 feet to the point or place of **BEGINNING**.

EXCEPTING THEREFROM so much of the above described leased premises as was surrendered and released pursuant to School Property Release Agreement dated as of June 9, 1980, made by and among New York State Urban Development Corporation; North Town Phase II Houses, Inc.; Sovereign Construction Company, Ltd.; and North Town Phase II Associates, and recorded in the Office of the City Register of the City of New York, New York County, on June 16, 1980, in Reel 527 Page 884.

The coordinates used herein are related to the U.S. Army Corps of Engineers coordinate system as follows:

USACE Coordinates	Description Coordinates
S 11,393.254	N 10,000.00
W 842.168	E 15,000.00