

WRITTEN CONSENT
OF
TENANTS IN COMMON
OF
THE PROPERTY LOCATED
AT
5 FREER STREET, LYNBROOK NY 11563

Dated: May 20, 2019

The undersigned (the "Owners"), each being (i) the owner of an undivided ownership interest (the "Owner's Percentage Interest"), as a tenant in common, in the property located at 5 Freer Street, Lynbrook NY 11563 (the "Property"), and (ii) a party to that certain Tenancy in Common Agreement dated as of December 29, 2014 with respect to the Property (the "TIC Agreement"), does hereby adopt the following resolutions.

WHEREAS, after thoughtful consideration, the Owners believe it to be in their best interest to market and sell the Property and each of their Owner's Percentage Interest in the Property, including the building and the assets of the building currently operating on the Property (the "Sale");

WHEREAS, the Owners have been notified that an offer has been received to sell the Property to Terwilliger & Bartona Properties or one of its affiliates ("Buyer") for a purchase price of at least Three Million Eight Hundred and Fifty Thousand Dollars (\$3,850,000.00);

WHEREAS, the Owners have carefully considered and decided to accept such offer with respect to each Owner's Percentage Interest in the Property and desire to enter into a purchase and sale agreement with Buyer in connection therewith (the "PSA"); and

WHEREAS, the Owners wish to authorize each of David Miller and Steven Klein, either of whom may act without the other, to take, with respect to the Property and each Owner's Percentage Interest in the Property, all necessary steps and to execute any and all documents in connection with the effectuation of a Sale, including, but not limited to, the PSA, one or more deeds, transfer tax returns, assignments and instruments of transfer, any marketing materials, brokerage agreements and related documents (the "Sale Documents").

NOW, THEREFORE, BE IT RESOLVED, that the undersigned hereby consents to a Sale to Buyer of the Property, including such Owner's Percentage Interest therein, pursuant to the terms of the PSA.

FURTHER RESOLVED, that notwithstanding anything set forth in Article VI of the TIC Agreement to the contrary, provided that the Owners holding, in the aggregate, 75% or more of the Percentage Ownership Interests in the Property (as defined in the TIC Agreement) have consented to the Sale, no further notice need be provided to Owners pursuant to Sections 6.3, 6.4 or 6.5 of the TIC Agreement in order to consummate such Sale.

FURTHER RESOLVED, that each of David Miller and Steven Klein, either of whom may act without the other, is hereby authorized, in the name and on behalf of the Owners, to take all necessary steps to effectuate the Sale and to execute and deliver the Sale Documents, and all other documents, instruments, agreements and writings as are deemed by such individuals to be necessary or appropriate in connection with the foregoing, and the execution and delivery of any of the foregoing shall be conclusive evidence that the same have been authorized by this resolution.

FURTHER RESOLVED, that after paying all costs associated with the closing of the Sale, each of David Miller and Steven Klein are authorized to distribute the proceeds of the Sale pro-rata to the Owners with the exception of \$100,000, such amount to be held back from the distribution for nine (9) months following the consummation of the Sale to cover unforeseen liabilities of the Property, if any.

FURTHER RESOLVED, that any prior resolutions of the Owners that may be in any way inconsistent with the foregoing are hereby rescinded (to the extent of such inconsistency) and are superseded by the foregoing.

FURTHER RESOLVED, that the authority granted hereby is retroactive and any and all acts authorized herein that were performed before the passage of this resolution are hereby approved and ratified.

FURTHER RESOLVED, that this unanimous written consent (this "Consent") may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; and that an executed copy of this Consent may be delivered by one or more of the individuals signing on behalf of the undersigned by facsimile or electronic transmission pursuant to which the signature of or on behalf of such individual can be seen.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date set forth on the first page hereto.

Greif Lynbrook LLC, having an Owner's Percentage Interest of 2%

By: 
Name: David Miller
Title: Manager

Horn Lynbrook LLC, having an Owner's Percentage Interest of 2%

By: 
Name: David Miller
Title: Manager

J Wagner Lynbrook LLC, having an Owner's Percentage Interest of 10%

By: _____
Name: Joe Wagner
Title: Sole Member


L Wagner Lynbrook LLC, having an Owner's Percentage Interest of 10%

By: _____
Name: Leo Wagner
Title: Sole Member

H Wagner Lynbrook LLC, having an Owner's Percentage Interest of 10%

By: Harry Wagner Revocable Living Trust
u/a/d 4/21/14, its sole member

By: _____
Name: Harry Wagner
Title: Trustee


Steven Klein, as Trustee of the Trust Under Article IV of the Will of Irene Horn, having an Owner's Percentage Interest of 31%

S. Korn Verwaltungs – Und Beteiligungs GmbH & Co. KG L.P., having an Owner's Percentage Interest of 35%

By: S. Korn Verwaltungs GmbH, its general partner

By: _____
Name: Daniel Korn
Title: Managing Director

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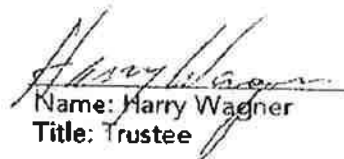
L Wagner Lynbrook LLC, having an Owner's Percentage Interest of 10%

By: _____
Name: Joe Wagner
Title: Sole Member

By: _____
Name: Leo Wagner
Title: Sole Member

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By: **Harry Wagner Revocable Living Trust**
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