

PREFACE:

Below is excerpted from agreement with condo owners. **This agreement is required of all condo owners who made a real estate deal with Forest City Ratner.**

What this agreement does is give a choice to people threatened with eminent domain:

Risk eminent domain, living in limbo, etc and keep your freedom of speech rights.

Avoid eminent domain and sign away your freedom of speech rights.

Its one thing for the developer to keep terms of a real estate deal confidential, it's a whole other thing when the developer forces a loss of freedom of speech for a property deal. This speaks to the false perception that Mr. Ratner and his firm somehow are progressive, or interested in community.

It is a terrible situation that Ratner has brought against the residents and business owners who happen to inhabit the land he seeks to grab. An 8-acre rail yard is not enough, Forest City Ratner wanted 14 more acres, so used the threat of an abusive use of eminent domain to frighten and dismantle a community, and further forced this un-American agreement on people in fear for their homes, businesses and financial risk or ruin.

It's the Use of the Threat of Eminent Domain and an abuse of the First and Fifth Amendments.

Condominium and the Board of Managers acknowledge that Purchaser (which, for the purposes of Paragraphs 7 and 8, where appropriate, shall include Purchaser, its affiliates, principals and related entities) is pursuing a plan (the “Project”) to develop the area in the vicinity of the Seagoing Lofts Condominium, which Project shall include the construction of the Brooklyn Arena and related residential, office and commercial development. Condominium and the Board of Managers further acknowledge that their support (as defined below) with respect to the Project is a material inducement for Purchaser to enter into this Agreement and the Contracts. Condominium and the Board of Manager’s individual and collective support, which support shall survive the Closing, shall consist of the following:

- (a) Condominium and the Board of Managers individually and collectively shall immediately upon signing this Contract remove or cause to be removed from the common elements and the common areas of the Building any and all signs, banners, placards, flags or writings (“Signs”) that evidence in any respect opposition to the Project, and further agrees not to put any Signs back or to permit any new Signs at any time hereafter.
- (b) Condominium and the Board of Managers individually and collectively, from and after the date of execution of this Contract, shall not sign petitions, march, rally, testify or demonstrate against the Project.
- (c) Representatives of the Condominium and the Board of Managers, if available and if so requested by Purchaser, shall testify in favor of the Project at hearings and/or special administrative proceedings concerning the Project, with such appearances to be coordinated by the Condominium with statements to the effect that everyone has been treated fairly, honorably and decently and that everyone is happy with the result of its negotiations with Purchaser. Purchaser acknowledges and agrees that no more than two (2) individual Unit Owners will be required to attend any such hearing or proceeding.

- (d) Condominium and the Board of Managers individually and collectively shall immediately and shall permanently withdraw, and will remain withdrawn, from any organized or ad hoc group or association whose sole purpose, primary purpose, or one of whose purposes (other than an incidental purpose), is to oppose the Project. Condominium and the Board of Manager's individually and collectively shall not, after the date of execution of this Contract, join, rejoin, assist, fund or participate in any such group or association. For the purposes of illustration, examples of an organization with an incidental purpose may include a church, synagogue, mosque, school association or the ACLU.
- (e) Condominium and the Board of Managers individually and collectively shall, if requested by Purchaser (1) designate no more than two (2) Unit Owners to participate in support of the Project in interviews with the news media; and (2) allow the Condominium's name(s) to appear in statements in support of the Project.
- (f) Promptly after execution of this Agreement, Condominium and the Board of Manager's individually and collectively shall coordinate with Purchaser in the preparation of a joint press release announcing that an agreement was reached between the Unit Owners, the Condominium and Purchaser (or its affiliates), which press release will be in such form and substance as the parties shall mutually agree and shall reflect the spirit of the agreement that was reached.
- (g) Condominium and the Board of Managers individually and collectively , if requested by Purchaser shall sign affidavits, letters, petitions or other writings to the effect that they have been treated fairly, honorably and decently by Purchaser (or its affiliates or related entities), the content of which writings shall be reasonably acceptable to them, and shall in no event create in them any liability. Purchaser acknowledges and agrees that no more than two (2) individual Unit Owners will be required to attend any such hearing or proceeding.
- (h) Condominium and the Board of Managers, if and when approached by any member of the media who has not been authorized by Purchaser to speak to Condominium and the Board of Managers, may (1) state that Condominium, Board of Managers and Unit Owners have been "treated fairly, honorably and decently" by Purchaser; (2) state that Condominium, Board of Managers and Unit Owners are

“happy with the result” of the negotiations with Purchaser; (3) refrain from making any further statements, on or off the record, and (4) refer such member of the media to James Stuckey of Forest City Ratner Companies, telephone number: 718-923-8482.

- (i) Condominium and Board of Managers individually and collectively shall take all reasonable steps requested by Purchaser to further implement the spirit and the provisions of this Paragraph 51.
- (j) Under no circumstances shall Condominium and Board of Managers individually and collectively henceforth make or publish any statement (1) opposing the Project; (2) casting a negative light on the experience of negotiating with Purchaser, or (3) stating or implying that Purchaser or its affiliates or related entities did not treat them fairly, honorably or decently.
- (k) The provisions of this paragraph shall survive closing.

2. Condominium and Board of Managers warrant and represent that they shall maintain strict and absolute confidentiality as to (a) the terms of this Agreement (but not its existence), and (b) the substance and import of all negotiations and conversations between the Unit Owners, Condominium and Purchasers, its affiliates, related entities, principals or agents. Notwithstanding the foregoing, Condominium and Board of Managers shall be permitted to disclose that (1.) Purchaser, its affiliates, related entities and principals, at all times treated them fairly, honorably, and decently, (2.) they are happy with the result of the negotiations with Purchaser, and (3) that an agreement was reached. Condominium and Board of Managers individually and collectively agree that except as required by, or requested pursuant to applicable law, rule, regulation, regulatory authority or legal process, not to disclose any such confidential information, in which event Condominium and Board of Managers shall notify Purchaser to enable Purchaser to seek a protective order or

other appropriate remedy, but may thereafter, without liability to Condominium and Board of Managers, disclose such confidential information pursuant to such law, rule, regulation or legal process, subject to whatever restrictions thereon Purchaser may have achieved. Condominium and Board of Manager's failure to abide by the provisions of this paragraph 8 shall constitute a material breach of the Agreement and, in addition to any other remedies available to Purchaser, including but not limited to the right to damages, the Purchaser shall have the right to cancel this Agreement. The provisions of this paragraph shall survive Closing.