

W

Ms. Barbara Wasserman
259 W. 11th St.
New York NY 10014-2412

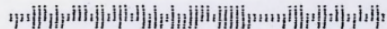
NY 100

27 FEB 2013 PM 10 L



Peter McCosker
P.O. Box 509
Cosken, CT 06756

06756050909



Susan Mailer
1023 Belaire Drive
Daytona Beach, FL.
32118

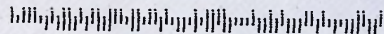
ORLANDO FL 328

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Peter McEachern
PO Box 509
Goshen CT.
06756

06756050909



AGREEMENT OF RELEASE AND INDEMNITY

This Agreement of Release and Indemnity (the "Agreement") is being entered into as of the 29th day of July 2013 by and between (i) 142 Heights Housing Corporation, the present owner (the "Owner") of that certain Brownstone building located at 142 Columbia Heights, Brooklyn, New York 11201 (the "Building") and (ii) the Estate of Norman Mailer (the "Estate"), by Sam Radin, its duly appointed Executor ("Executor").

RECITALS

A. The Owner was incorporated under the laws of the State of New York on September 14, 1977 and shortly thereafter, acquired the Building from Norman Mailer.

B. In November of 1977, the Building was converted by the Owner into co-operative apartments.

C. Effective as of March 28, 1978, Norman Mailer acquired 25.5 shares in the Owner and as tenant entered into a proprietary lease with the Owner, as landlord, which governed his use and occupancy of Apartment 4 in the Building ("Mailer Proprietary Lease").

D. Annexed hereto as Schedule A is a completed but unexecuted Application Form For Work On Designated Properties ("Application") which the Estate has authorized Peter McEachern ("PM") to file with NYC Landmarks Preservation Commission.

E. As indicated on the Application, the relevant designated property to which the Application relates is Apartment No. 4 whose use and occupation by the Estate is subject to the Mailer Proprietary Lease.

F. Also annexed hereto as Schedule B is a copy of PM's cover letter in support of the Application ("Cover Letter") and Documents Nos. 1-15 referred to and described in the Cover Letter (collectively, "Supporting Documents").

G. As more fully set forth in the Application, the Cover Letter and the Supporting Documents, the matters to which the Application relates include, without limitation, Building improvements and related work that, to the knowledge and belief of the Owner, were undertaken and completed prior to the incorporation of the Owner. Neither the Owner, nor any of its current directors, officers and shareholders (in the case of the latter, other than the Estate) has any knowledge whatsoever regarding the facts and circumstances concerning, and wish to assume no responsibility for the accuracy or completeness of, the Application, the Cover Letter and the Supporting Documents or any representations, warranties or undertakings contained therein.

H. The Executor has been advised by PM that the Application will not be received for filing by the NYC Landmarks Preservation Commission unless the Application is signed by the Owner, in its capacity as successor in interest to Norman Mailer, as prior owner. Accordingly, the Executor has requested that the Owner execute the Application.

I. The Owner is willing to execute the Application on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Execution of Application by Owner. Subject to, and contemporaneously with, the execution and delivery of this Agreement by the parties hereto, the Owner shall execute and date the Application where indicated by its duly authorized officer, provided, that (i) the Owner shall reference by hand next to its name on the Application the words "(Subject to the terms of Rider A annexed hereto)"; and (ii) Rider A as annexed Exhibit 1 hereto shall be appended immediately behind the signature page of the Application.

2. Assembly, Execution, and Submission of Application by PM. Concurrent with Owner's execution and delivery of the Application as provided in Section 1 above, the Estate shall (i) cause PM to execute and date the Cover Letter and (ii) cause the Application (together with Rider A appended thereto), the Cover Letter and the Supporting Documents, as a single unit (collectively, the "Submitted Application"), to be submitted to and duly filed with the NYC Landmarks Preservation Commission (the "Commission"). Unless otherwise consented to by the Owner in writing in advance, the Submitted Application shall be in the form annexed hereto.

3. Written Communications To or From Commission. On the date of the submission contemplated in Section 2, the Estate shall send a certified copy of the Submitted Application as filed with the Commission by overnight courier to the Owner at 142 Columbia Heights, Brooklyn, New York Attn: Derick Betts, Secretary. The Estate shall ensure that copies of any and all other and further written communications between the Commission, on the one hand, and the Estate or PM, on the other hand, regarding the Application be delivered to the Owner promptly following receipt (or delivery, as appropriate). Neither the Owner nor any of its directors, officers, shareholders, agents or other representatives shall have any obligation, liability or responsibility whatsoever for the receipt, delivery or transmittal of any written communication from or to the Commission in respect of the Submitted Application.

4. Further Actions by Owner. The Owner shall have no liability, obligation or responsibility for taking any further action in respect of the Submitted Application, including but not limited to responding to any written or verbal requests from the Commission or attending

any hearing or proceeding before the Commission, except to the extent further agreed to by the Owner in its sole and absolute discretion.

5. Release and Indemnity. The Estate, for and on behalf of itself and its beneficiaries (contingent or otherwise) (the "RELEASOR"), hereby releases and discharges and agrees to indemnify and hold harmless the Owner, its directors, officers, shareholders, agents and other representatives (each, a "RELEASEE" and collectively, the "RELEASEES") from and against any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgements, extents, executions, claims, and demands whatsoever, known or unknown, in law, admiralty or equity, which against any of the RELEASEES, the RELEASOR now has 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, directly or indirectly arising out of or related to the Submitted Application, and any matter covered by or referred to in this Agreement, inclusive of reasonable legal fees and expenses incurred by the Owner in connection with the foregoing.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the next of the within instrument may require.

Each of the undersigned represents and warrants to the other that this Agreement has been duly executed and delivered by its duly authorized representative, and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding obligation of the parties, enforceable against each of them in accordance with its terms.

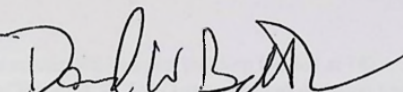
This Agreement may not be changed orally.

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its principles of conflicts of law.

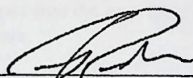
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be bound, have duly executed this Agreement as of the date first above written.

142 HEIGHTS HOUSING CORPORATION

By: 
Name: Derick W. Betts, Jr.
Title: Secretary-Treasurer

ESTATE OF NORMAN MAILER

By: 
Name: Sam Radin
Title: Executor of Estate of Norman Mailer
Address: 340 Madison Ave., 12th Fl
New York, NY 10173

Rider A

NYC Landmarks Preservation Commission
Municipal Building
1 Center Street, 9th Floor North
New York, New York 10007

To Whom It May Concern:

The undersigned is the Owner of that certain Brownstone building located at 142 Columbia Heights, Brooklyn, New York 11201 (the "Building"). The Owner was incorporated under the laws of the State of New York on September 14, 1977 and shortly thereafter, acquired the Building from Norman Mailer on and in November 1977 converted the Building into co-operative apartments.

Reference is made to the Application Form, to which this Rider is attached, related to Apartment 4 located within the premises of the Building and whose occupation and use by the Estate of Norman Mailer, on behalf of which the Application Form is being filed, is subject to a proprietary lease between the Owner, as landlord, and Norman Mailer, as tenant, dated March 28, 1978.

The Owner has been advised by the Estate that the Application Form will not be received for filing by the Commission unless signed by the Owner.

The purpose of this Rider A is to make clear that (i) the Owner has executed the Application Form solely as an accommodation to the Estate in order that the Application Form may be received for filing by the Commission (ii) neither the Owner nor any existing director, officer or shareholder has any knowledge whatsoever of the events and circumstances described in Mr. Peter McEachern's cover letter ("Cover Letter") and any of the Documents 1-12 referenced by the Cover Letter ("Supporting Documents"), all such events and circumstances occurring well before the Owner acquired the premises from Norman Mailer and converted the premises to co-operative apartments and (iii) the Owner, while executing the Application Form, specifically disclaims any knowledge of or responsibility for the correctness or completeness of the Application Form, the Cover Letter and/or the Supporting Documents notwithstanding anything to the contrary contained in the printed Application Form.

Sincerely,

142 HEIGHTS HOUSING CORPORATION

By: _____
Name:
Title:

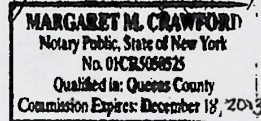
STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

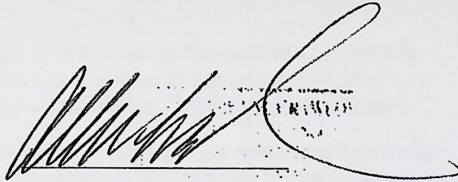
On this 29th day of July, 2013, before me personally came Sam Radin to me known, who, by my
duly sworn, did depose and say that he resides at 41 West 58th St. NY NY 10019; that he is the duly
appointed Executor of the Estate of Norman Mailer and acting in such capacity, he is authorized
to execute and deliver the foregoing Agreement and Indemnity for and on behalf of such Estate
and its beneficiaries.

Margaret M. Crawford



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

On this 29th day of July, 2013, before me personally came Derick W. Betts, Jr., to me known, who being by me duly sworn, did depose and say that he resides at 142 Columbia Heights, Brooklyn, New York, that he is the Secretary and Treasurer of 142 Heights Housing Corporation, the corporation described in and which executed the foregoing Agreement of Release and Indemnity; and that he signed his name thereto by order of the Board of Directors of said corporation.



ARTHUR LICHTENSTEIN
Notary Public, State of New York
No. 0115054327
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Jan. 8, 2014

AGREEMENT OF RELEASE AND INDEMNITY

This Agreement of Release and Indemnity (the "Agreement") is being entered into as of the 29th day of July 2013 by and between (i) 142 Heights Housing Corporation, the present owner (the "Owner") of that certain Brownstone building located at 142 Columbia Heights, Brooklyn, New York 11201 (the "Building") and (ii) the Estate of Norman Mailer (the "Estate"), by Sam Radin, its duly appointed Executor ("Executor").

RECITALS

A. The Owner was incorporated under the laws of the State of New York on September 14, 1977 and shortly thereafter, acquired the Building from Norman Mailer.

B. In November of 1977, the Building was converted by the Owner into co-operative apartments.

C. Effective as of March 28, 1978, Norman Mailer acquired 25.5 shares in the Owner and as tenant entered into a proprietary lease with the Owner, as landlord, which governed his use and occupancy of Apartment 4 in the Building ("Mailer Proprietary Lease").

D. Annexed hereto as Schedule A is a completed but unexecuted Application Form For Work On Designated Properties ("Application") which the Estate has authorized Peter McEachern ("PM") to file with NYC Landmarks Preservation Commission.

E. As indicated on the Application, the relevant designated property to which the Application relates is Apartment No. 4 whose use and occupation by the Estate is subject to the Mailer Proprietary Lease.

F. Also annexed hereto as Schedule B is a copy of PM's cover letter in support of the Application ("Cover Letter") and Documents Nos. 1-15 referred to and described in the Cover Letter (collectively, "Supporting Documents").

G. As more fully set forth in the Application, the Cover Letter and the Supporting Documents, the matters to which the Application relates include, without limitation, Building improvements and related work that, to the knowledge and belief of the Owner, were undertaken and completed prior to the incorporation of the Owner. Neither the Owner, nor any of its current directors, officers and shareholders (in the case of the latter, other than the Estate) has any knowledge whatsoever regarding the facts and circumstances concerning, and wish to assume no responsibility for the accuracy or completeness of, the Application, the Cover Letter and the Supporting Documents or any representations, warranties or undertakings contained therein.

H. The Executor has been advised by PM that the Application will not be received for filing by the NYC Landmarks Preservation Commission unless the Application is signed by the Owner, in its capacity as successor in interest to Norman Mailer, as prior owner. Accordingly, the Executor has requested that the Owner execute the Application.

I. The Owner is willing to execute the Application on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Execution of Application by Owner. Subject to, and contemporaneously with, the execution and delivery of this Agreement by the parties hereto, the Owner shall execute and date the Application where indicated by its duly authorized officer, provided, that (i) the Owner shall reference by hand next to its name on the Application the words "(Subject to the terms of Rider A annexed hereto)"; and (ii) Rider A as annexed Exhibit 1 hereto shall be appended immediately behind the signature page of the Application.

2. Assembly, Execution, and Submission of Application by PM. Concurrent with Owner's execution and delivery of the Application as provided in Section 1 above, the Estate shall (i) cause PM to execute and date the Cover Letter and (ii) cause the Application (together with Rider A appended thereto), the Cover Letter and the Supporting Documents, as a single unit (collectively, the "Submitted Application"), to be submitted to and duly filed with the NYC Landmarks Preservation Commission (the "Commission"). Unless otherwise consented to by the Owner in writing in advance, the Submitted Application shall be in the form annexed hereto.

3. Written Communications To or From Commission. On the date of the submission contemplated in Section 2, the Estate shall send a certified copy of the Submitted Application as filed with the Commission by overnight courier to the Owner at 142 Columbia Heights, Brooklyn, New York Attn: Derick Betts, Secretary. The Estate shall ensure that copies of any and all other and further written communications between the Commission, on the one hand, and the Estate or PM, on the other hand, regarding the Application be delivered to the Owner promptly following receipt (or delivery, as appropriate). Neither the Owner nor any of its directors, officers, shareholders, agents or other representatives shall have any obligation, liability or responsibility whatsoever for the receipt, delivery or transmittal of any written communication from or to the Commission in respect of the Submitted Application.

4. Further Actions by Owner. The Owner shall have no liability, obligation or responsibility for taking any further action in respect of the Submitted Application, including but not limited to responding to any written or verbal requests from the Commission or attending

any hearing or proceeding before the Commission, except to the extent further agreed to by the Owner in its sole and absolute discretion.

5. Release and Indemnity. The Estate, for and on behalf of itself and its beneficiaries (contingent or otherwise) (the "RELEASOR"), hereby releases and discharges and agrees to indemnify and hold harmless the Owner, its directors, officers, shareholders, agents and other representatives (each, a "RELEASEE" and collectively, the "RELEASEES") from and against any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgements, extents, executions, claims, and demands whatsoever, known or unknown, in law, admiralty or equity, which against any of the RELEASEES, the RELEASOR now has 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, directly or indirectly arising out of or related to the Submitted Application, and any matter covered by or referred to in this Agreement, inclusive of reasonable legal fees and expenses incurred by the Owner in connection with the foregoing.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the next of the within instrument may require.

Each of the undersigned represents and warrants to the other that this Agreement has been duly executed and delivered by its duly authorized representative, and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding obligation of the parties, enforceable against each of them in accordance with its terms.

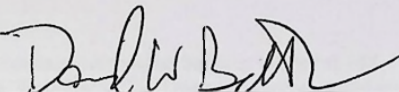
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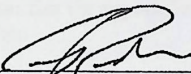
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IN WITNESS WHEREOF, the parties hereto, intending to be bound, have duly executed this Agreement as of the date first above written.

142 HEIGHTS HOUSING CORPORATION

By: 
Name: Derick W. Betts, Jr.
Title: Secretary-Treasurer

ESTATE OF NORMAN MAILER

By: 
Name: Sam Radin
Title: Executor of Estate of Norman Mailer
Address: 340 Madison Ave., 12th Fl
New York, NY 10173

Rider A

NYC Landmarks Preservation Commission
Municipal Building
1 Center Street, 9th Floor North
New York, New York 10007

To Whom It May Concern:

The undersigned is the Owner of that certain Brownstone building located at 142 Columbia Heights, Brooklyn, New York 11201 (the "Building"). The Owner was incorporated under the laws of the State of New York on September 14, 1977 and shortly thereafter, acquired the Building from Norman Mailer on and in November 1977 converted the Building into co-operative apartments.

Reference is made to the Application Form, to which this Rider is attached, related to Apartment 4 located within the premises of the Building and whose occupation and use by the Estate of Norman Mailer, on behalf of which the Application Form is being filed, is subject to a proprietary lease between the Owner, as landlord, and Norman Mailer, as tenant, dated March 28, 1978.

The Owner has been advised by the Estate that the Application Form will not be received for filing by the Commission unless signed by the Owner.

The purpose of this Rider A is to make clear that (i) the Owner has executed the Application Form solely as an accommodation to the Estate in order that the Application Form may be received for filing by the Commission (ii) neither the Owner nor any existing director, officer or shareholder has any knowledge whatsoever of the events and circumstances described in Mr. Peter McEachern's cover letter ("Cover Letter") and any of the Documents 1-12 referenced by the Cover Letter ("Supporting Documents"), all such events and circumstances occurring well before the Owner acquired the premises from Norman Mailer and converted the premises to co-operative apartments and (iii) the Owner, while executing the Application Form, specifically disclaims any knowledge of or responsibility for the correctness or completeness of the Application Form, the Cover Letter and/or the Supporting Documents notwithstanding anything to the contrary contained in the printed Application Form.

Sincerely,

142 HEIGHTS HOUSING CORPORATION

By: _____
Name: _____
Title: _____

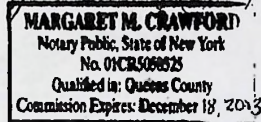
STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

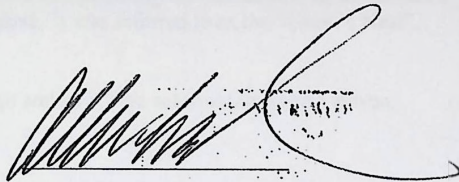
On this 29th day of July, 2013, before me personally came Sam Radin to me known, who, by my
duly sworn, did depose and say that he resides at 41 West 58th St. NY NY 10019; that he is the duly
appointed Executor of the Estate of Norman Mailer and acting in such capacity, he is authorized
to execute and deliver the foregoing Agreement and Indemnity for and on behalf of such Estate
and its beneficiaries.

Margaret M. Crawford



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

On this 29th day of July, 2013, before me personally came Derick W. Betts, Jr., to me known, who being by me duly sworn, did depose and say that he resides at 142 Columbia Heights, Brooklyn, New York, that he is the Secretary and Treasurer of 142 Heights Housing Corporation, the corporation described in and which executed the foregoing Agreement of Release and Indemnity; and that he signed his name thereto by order of the Board of Directors of said corporation.



ARTHUR LICHTENSTEIN
Notary Public, State of New York
No. 01LI5054327
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Jan. 8, 2014

Affidavit of Susan Mailer

I am 63 years old and the daughter of Norman Mailer. I currently reside at Via Azul 4551, Santiago, Chile.

From November of 1962 to August of 1964 I lived with my father, Norman Mailer at 142 Columbia Heights. During the late summer and fall of 1963 an addition to the A Frame of the top floor of the brownstone (142 Columbia Heights) was built to accommodate our growing family (my brother Michael Mailer, born March 17, 1964). The addition included a small bedroom which was where I slept during the school year of 63-64 and a small study on top, where my father worked. It was referred to as the "Crow's Nest".

I declare that to the best of my knowledge and belief the information herein is true, correct and complete.

Susan Mailer

Susan Mailer

Feb. 21, 2013

ST OF FL
Volusia County

This foregoing instrument was acknowledged by Susan Mailer, who placed his/her signature on this instrument before me personally, and is known to me or has produced us passport as identification on this day of 2-21-13

Della Morin
Notary Public



document #11

Affidavit of Susan Mailer

I am 63 years old and the daughter of Norman Mailer. I currently reside at Via Azul 4551, Santiago, Chile.

From November of 1962 to August of 1964 I lived with my father, Norman Mailer at 142 Columbia Heights. During the late summer and fall of 1963 an addition to the A Frame of the top floor of the brownstone (142 Columbia Heights) was built to accommodate our growing family (my brother Michael Mailer, born March 17, 1964). The addition included a small bedroom which was where I slept during the school year of 63-64 and a small study on top, where my father worked. It was referred to as the "Crow's Nest".

I declare that to the best of my knowledge and belief the information herein is true, correct and complete.

Susan Mailer

Susan Mailer
Feb. 21, 2013

State of FL
County of Volusia

This foregoing instrument was acknowledged by
Susan Mailer, who placed his/her
signature on this instrument before me personally,
and is known to me or has produced US Passport
as identification on this day of 2-21-13

Della Morin
Notary Public



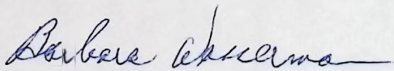
document #12

Affidavit of Barbara Wasserman

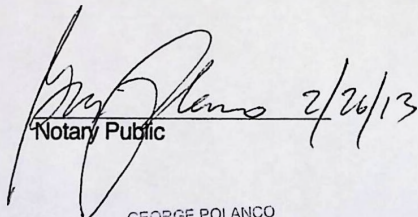
I am Norman Mailer's sister. I am 85 years old and reside at 259 West 11th Street in Manhattan.

During June, July and August of 1964 and 1965, I lived most of the time at my brother's apartment in 142 Columbia Heights, Brooklyn. I clearly remember that the addition to the A-frame was already in place when I stayed there as my brother was away most of the time and I had on occasion to go up into the study at the top. Once, unforgettably, was during a storm. The wind had blown open the window. It was banging so hard I was afraid it would blow off. Heights give me vertigo, but I was alone and I realized that I would have to secure it. And so I climbed up there. It was a memorable, I might even say, an existential experience. Having done it once, I realized I would be able to do it again.

I declare that, to the best of my knowledge and belief, the information herein is true, correct and complete.



Barbara Wasserman



Notary Public

GEORGE POLANCO
Notary Public, State of New York
Qualified in Queens County
Reg. No. 01P06215630
My Commission Expires Jan. 4, 2014