

NYSDEC BROWNFIELD CLEANUP PROGRAM APPLICATION

817-819 BEDFORD AVENUE DEVELOPMENT
817-819 BEDFORD AVENUE
BLOCK 1734, LOTS 61 AND 62
BROOKLYN, NEW YORK

PREPARED FOR:

819 MAZEL MIT BRUCHA LLC & MAZEL MIT BRUCHA 104 LLC
51 FOREST ROAD, #316-160
MONROE, NY 10950



Haley & Aldrich of New York
237 W 35th Street
16th Floor
New York, NY 10123
Tel: 646.277.5686

19 September 2023

File No. 0207044

Kelly Lewandowski
Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, New York 12233

Subject: Brownfield Cleanup Program Application
817-819 Bedford Avenue Development
817-819 Bedford Avenue
Brooklyn, New York 11205 (Site)

Ladies and Gentlemen,

Haley & Aldrich of New York, on behalf of 819 Mazel Mit Brucha LLC and Mazel Mit Brucha 104 LLC, is submitting for the review and approval of the New York State Department of Environmental Conservation (NYSDEC) this revised Brownfield Cleanup Program (BCP) Application for the above referenced Site reflecting guidance received during a Pre-Application Meeting with the New York State Department of Environmental Conservation (NYSDEC) on 21 April 2023. Enclosed in the folder shared via NYSDEC's File Transfer System is the full Brownfield Cleanup Program Application Package including a Phase I Environmental Site Assessment for 817 Bedford Avenue dated 11 October 2021 by Partner Assessment Corporation; a Remedial Investigation Report for 817 Bedford Avenue dated August 2022 by Haley & Aldrich of New York; a Supplemental Remedial Investigation Report for 817 Bedford Avenue dated 11 November 2022 by Haley & Aldrich of New York; a Phase I Environmental Site Assessment for 819 Bedford Avenue dated 15 December 2022 by Bison Environmental, LLC; and a Limited Phase II Environmental Site Investigation Report for 819 Bedford Avenue dated 20 March 2023 by Haley & Aldrich of New York. Hard copies of the BCP Application form and signature page are also enclosed.

Please do not hesitate to contact us if there are any questions regarding this submittal or any other aspects of the project.

Sincerely yours,
HALEY & ALDRICH OF NEW YORK



Should you have any questions, please do not hesitate to contact me at (646) 277-5688 or via email at mconlon@haleyaldrich.com.

Thank you.



Mari Cate Conlon
Associate



Elizabeth Scheuerman
Project Manager



PJ DiNardo
Environmental Engineer

Enclosed copies provided via email to:

Meir Schwartz (819 Mazel Mit Brucha LLC)

Email: 817bedfordave@gmail.com

Cris-Sandra Maycock (NYSDEC)

Email: cris-sandra.maycock@dec.ny.gov

Jane O'Connell (NYSDEC)

Email: jane.oconnell@dec.ny.gov

George C. D. Duke (Connell Foley LLP)

Email: gduke@connellfoley.com



SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF of the application form plus supplemental information, excluding the previous environmental reports and work plans, if applicable;
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. Compress all files (PDFs) into one zipped/compressed folder.
3. Submit the application to the Site Control Section either via email or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both email and ground mail.

a. VIA EMAIL:

- Upload the compressed folder to the NYSDEC File Transfer Service. (<http://fts.dec.state.ny.us/fts>) or another file-sharing service.
- Copy the download link into the body of an email with any other pertinent information or cover letter attached to the email.
- Subject line of the email: “BCP Application NEW - *Proposed Site Name*”
- Email your submission to DESiteControl@dec.ny.gov – do NOT copy Site Control staff.

b. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7020

PROPOSED SITE NAME: 817-819 Bedford Avenue Development

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C224399

☒

Yes

☐

No



BCP App Rev 15 – May 2023

SECTION I: Property Information

PROPOSED SITE NAME **817-819 Bedford Avenue Development**

ADDRESS/LOCATION **817-819 Bedford Avenue**

CITY/TOWN **Brooklyn**

ZIP CODE **11205**

MUNICIPALITY (LIST ALL IF MORE THAN ONE) **Brooklyn**

COUNTY **Kings**

SITE SIZE (ACRES) **0.115**

LATITUDE

LONGITUDE

40	41	45	-73	57	22
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Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
817 Bedford Avenue	3	1734	62	0.058
819 Bedford Avenue	3	1734	61	0.058

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	<input checked="" type="radio"/>	<input type="radio"/>
2. Is the required property map included with the application? (Application will not be processed without a map)	<input checked="" type="radio"/>	<input type="radio"/>
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: <u>1237</u> Percentage of property in En-zone (check one): 0% <input type="radio"/> 1-49% <input type="radio"/> 50-99% <input type="radio"/> 100% <input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Is the project located within a disadvantaged community? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	<input type="radio"/>	<input checked="" type="radio"/>

SECTION I: Property Information (CONTINUED)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		<input type="radio"/>	<input checked="" type="radio"/>
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		<input type="radio"/>	<input checked="" type="radio"/>
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		<input type="radio"/>	<input checked="" type="radio"/>
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		<input type="radio"/>	<input checked="" type="radio"/>
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		<input type="radio"/>	<input checked="" type="radio"/>
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <div style="display: flex; justify-content: space-between;"> <div><u>Easement/Right-of-Way Holder</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <div style="display: flex; justify-content: space-between;"> <div><u>Type</u></div> <div><u>Issuing Agency</u></div> <div><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		<input checked="" type="radio"/>	<input type="radio"/>
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		<input checked="" type="radio"/>	<input type="radio"/>
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		<input type="radio"/>	<input checked="" type="radio"/>
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		<input type="radio"/>	<input type="radio"/>
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.			
Initials of each Requestor: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>			

SECTION II: Project Description

1. The project will be starting at: ☒ Investigation ☐ Remediation

NOTE: If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see [DER-10, Technical Guidance for Site Investigation and Remediation](#) for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

☐ Yes ☐ No ☒ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☒ RIWP ☐ RAWP ☐ IRM ☐ No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued.

Is this information attached? ☒ Yes ☐ No

SECTION III: Land Use Factors

1. What is the property's current municipal zoning designation? M1-2/R6A

2. What uses are allowed by the property's current zoning (select all that apply)?

Residential ☒ Commercial ☒ Industrial ☒

3. Current use (select all that apply):

Residential ☐ Commercial ☐ Industrial ☐ Recreational ☐ Vacant ☒

4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant.
Is this summary included with the application?

Y ☒ N ☐

5. Reasonably anticipated post-remediation use (check all that apply):

Residential ☒ Commercial ☒ Industrial ☐

If residential, does it qualify as single-family housing?

N/A ☐ ☒

6. Please provide a statement detailing the specific proposed post-remediation use.
Is this summary attached?

☒ ☐

7. Is the proposed post-remediation use a renewable energy facility?
See application instructions for additional information.

☐ ☒

8. Do current and/or recent development patterns support the proposed use?

☒ ☐

9. Is the proposed use consistent with applicable zoning laws/maps?
Please provide a brief explanation. Include additional documentation if necessary.

☒ ☐

10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?
Please provide a brief explanation. Include additional documentation if necessary.

☒ ☐

SECTION IV: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following:

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA: INDICATE (BY SELECTING THE OPTIONS BELOW) KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. DATA SUMMARY TABLES SHOULD BE INCLUDED AS AN ATTACHMENT, WITH LABORATORY REPORTS REFERENCED AND INCLUDED.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chlorinated Solvents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other VOCs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SVOCs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Metals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PFAS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1,4-dioxane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other – indicated below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:
 - Sample location
 - Date of sampling event
 - Key contaminants and concentration detected
 - For soil, highlight exceedances of reasonably anticipated use
 - For groundwater, highlight exceedances of 6 NYCRR part 703.5
 - For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application? ☒ YES ☐ NO

4. Indicate Past Land Uses (check all that apply):

<input type="checkbox"/> Coal Gas Manufacturing	<input checked="" type="checkbox"/> Manufacturing	<input type="checkbox"/> Agricultural Co-Op	<input type="checkbox"/> Dry Cleaner
<input type="checkbox"/> Salvage Yard	<input type="checkbox"/> Bulk Plant	<input type="checkbox"/> Pipeline	<input checked="" type="checkbox"/> Service Station
<input type="checkbox"/> Landfill	<input type="checkbox"/> Tannery	<input type="checkbox"/> Electroplating	<input type="checkbox"/> Unknown

Other: Auto repair, auto wrecking, truck lettering & spraying, warehouse, residential, various commercial uses

SECTION V: Requestor Information

NAME 819 MAZEL MIT BRUCHA LLC & MAZEL MIT BRUCHA 104 LLC

ADDRESS 51 FOREST ROAD #316-160

CITY/TOWN MONROE

STATE NY

ZIP CODE 10950

PHONE (347) 300-8820

EMAIL 817BEDFORDAVE@GMAIL.COM

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database . A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	<input checked="" type="radio"/>	<input type="radio"/>
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A <input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.	<input checked="" type="radio"/>	<input type="radio"/>

SECTION VI: Requestor Eligibility

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION VI: Requestor Eligibility (CONTINUED)

7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	Y <input type="radio"/>	N <input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>
12. THE REQUESTOR MUST CERTIFY THAT HE/SHE IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:		
PARTICIPANT <input type="checkbox"/> <p>A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.</p>	VOLUNTEER <input checked="" type="checkbox"/> <p>A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.</p> <p>NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.</p> <p>If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.</p>	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		
Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>		

SECTION VI: Requestor Eligibility (CONTINUED)

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐ Previous Owner ☒ Current Owner ☐ Potential/Future Purchaser ☐ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached?

☒ Yes

☐ No

☐ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION VII: Requestor Contact Information

REQUESTOR'S REPRESENTATIVE Meir Schwartz

ADDRESS 51 Forest Road #316-160

CITY Monroe

STATE NY

ZIP CODE 10950

PHONE (347) 300-8820

EMAIL 817BEDFORDAVE@GMAIL.COM

REQUESTOR'S CONSULTANT (CONTACT NAME) Mari Cate Conlon

COMPANY Haley & Aldrich

ADDRESS 213 W 35th Street, 7th Floor

CITY New York

STATE NY

ZIP CODE 11205

PHONE (646) 277-5688

EMAIL mconlon@haleyaldrich.com

REQUESTOR'S ATTORNEY (CONTACT NAME) George Duke

COMPANY Connell Foley LLP

ADDRESS 875 Third Avenue, 21st Floor

CITY New York

STATE NY

ZIP CODE 10022

PHONE (212) 307-3700

EMAIL gduke@connellfoley.com

SECTION VIII: Program Fee

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver based on demonstration of financial hardship.

	Y	N
1. Is the requestor applying for a fee waiver based on demonstration of financial hardship?	<input type="radio"/>	<input checked="" type="radio"/>
2. If yes, appropriate documentation to demonstrate financial hardship must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application? N/A	<input checked="" type="radio"/>	<input type="radio"/>

SECTION IX: Current Property Owner and Operator Information

CURRENT OWNER 819 MAZEL MIT BRUCHA LLC & MAZEL MIT BRUCHA 104 LLC		
CONTACT NAME Meir Schwartz		
ADDRESS 51 Forest Road #316-160		
CITY Monroe	STATE NY	ZIP CODE 10950
PHONE (347) 300-8820	EMAIL 817bedfordave@gmail.com	
OWNERSHIP START DATE February 2023		
CURRENT OPERATOR N/A - Vacant		
CONTACT NAME		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE	EMAIL	
OPERATION START DATE		

SECTION X: Property Eligibility Information

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/>	<input checked="" type="radio"/>

SECTION X: Property Eligibility Information (continued)

	Y	N
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	<input type="radio"/>	<input checked="" type="radio"/>
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. <div style="text-align: right;">N/A <input checked="" type="radio"/></div>	<input type="radio"/>	<input type="radio"/>
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	<input type="radio"/>	<input checked="" type="radio"/>
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>

SECTION XI: Site Contact List

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.

SECTION XII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am _____ (title) of _____ (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 08/29/2023 Signature: 

Print Name: Zalmen Leibowitz

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 15

Please respond to the questions below and provide additional information and/or documentation as required. <i>Please refer to the application instructions.</i>	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	<input checked="" type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input checked="" type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	<input checked="" type="radio"/>	<input type="radio"/>
4. Is the property upside down or underutilized as defined below?		
Upside down	<input type="radio"/>	<input checked="" type="radio"/>
Underutilized	<input type="radio"/>	<input checked="" type="radio"/>
<p>From ECL 27-1405(31): “Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p> <p>From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application): 375-3.2: (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures.</p> <p>“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>		

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☐ Project is planned as Affordable Housing, but agreement is not yet available*
- *Selecting this option will result in a “pending” status. The regulatory agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.
- ☒ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☐ Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☒ No

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

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ATTACHMENT A

Section I: Property Information

SECTION I: PROPERTY DESCRIPTION NARRATIVE

Site Location

The Proposed Brownfield Cleanup Program (BCP) site (Site) is located at 817-819 Bedford Avenue, Brooklyn, NY 11205. The approximately 5,000-square-foot (sf) Site is located in Kings County, New York and is comprised of two tax lots identified as Brooklyn Block 1734, Lots 61 and 62. The Site is currently vacant and improved with a one-story auto garage building on Lot 62 and a two-story mixed-use commercial and residential building on Lot 61.

The Site is listed with an environmental E-Designation (E-102) for hazardous materials resulting from a City Environmental Quality Review (CEQR) effective 9 May 2001 (CEQR # 00DCP015K) for the Flushing Bedford Rezoning Action. Satisfaction of the E-Designation requirements is subject to review and approval by the New York City Office of Environmental Remediation (NYCOER) prior to redevelopment.

The Site is bound to the north by a multi-story residential building; to the east by multi-story residential buildings; to the south by a multi-story mixed residential and commercial building; and to the west by Bedford Avenue followed by a vacant construction site, multi-story residential buildings, and a fire station. The Site is located within an urban area characterized by multi-story residential and commercial buildings.

A project locus is included in Figure 1. A Site plan is included in Figure 2. A tax map is included in Figure 3. A map showing surrounding land use is included as Figure 4.

Site Features

The Site is currently comprised of two tax lots: Lot 62 (817 Bedford Avenue) and Lot 61 (819 Bedford Avenue).

Lot 62 is a rectangular-shaped lot and is improved with a vacant one-story building that was previously utilized as an auto garage and includes a partial cellar that extends about 12 feet below grade surface (ft bgs) in the northwest corner of the lot along Bedford Avenue. The partial cellar houses the natural gas meter for the building and was formerly used as a workshop and office space.

Lot 61 is a rectangular-shaped lot and is improved with a vacant two-story mixed-use commercial and residential building along Bedford Avenue (western portion of lot) with a rear yard that is consumed by vegetation (eastern portion of the lot).

Current Zoning and Land Use

According to the New York City Planning Commission Zoning Map 13b, the Site is located within a commercial and residential M1-2/R6A zone. The proposed use is consistent with existing zoning for the property.

Past Site Use

Based on the Phase I Environmental Site Assessment (ESA) performed by Partner Assessment Corporation for 817 Bedford Avenue (Lot 62) in October 2021 and readily available resources, 817 Bedford Avenue was developed as early as 1897 and utilized for residential purposes through the mid-1940s. By 1948, the lot was redeveloped with the existing commercial use structure. Historic commercial uses at 817 Bedford Avenue include Belmar Sales Co, wholesale grocers (late 1940s), Surplus Paper Stock Co (early 1970s to mid-1980s), and most recently Putnam Auto Repairs (early 1990s to 2021). The lot has been vacant since June 2022.

Based on the Phase I ESA completed by Bison Environmental LLC for 819 Bedford Avenue (Lot 61) in December 2022 and readily available resources, 819 Bedford Avenue was developed as early as 1887 with two low-rise commercial structures. Historic commercial uses at 819 Bedford Avenue include an auto top wind shield factory named Progress Auto Wrecking Co (late 1920s to early 1960s), a sign company, Kilroy for Signs Inc. and Kilroy Truck Lettering & Spraying (mid-1960s to early 1970s), a warehouse (mid- to late 1970s) an art studio and storage space with residential use on the second floor (early 1880s to 2022). The current property owner, 819 Mazel Mit Brucha LLC, purchased the Site in February 2023.

Based on the identified contaminants, the source of contamination in soil is likely a combination of contaminated fill, auto-related operations (including auto-wrecking), trucking lettering and spraying and windshield manufacturing at the Site. Hazardous materials may have been used, stored and/or disposed during historic Site operations.

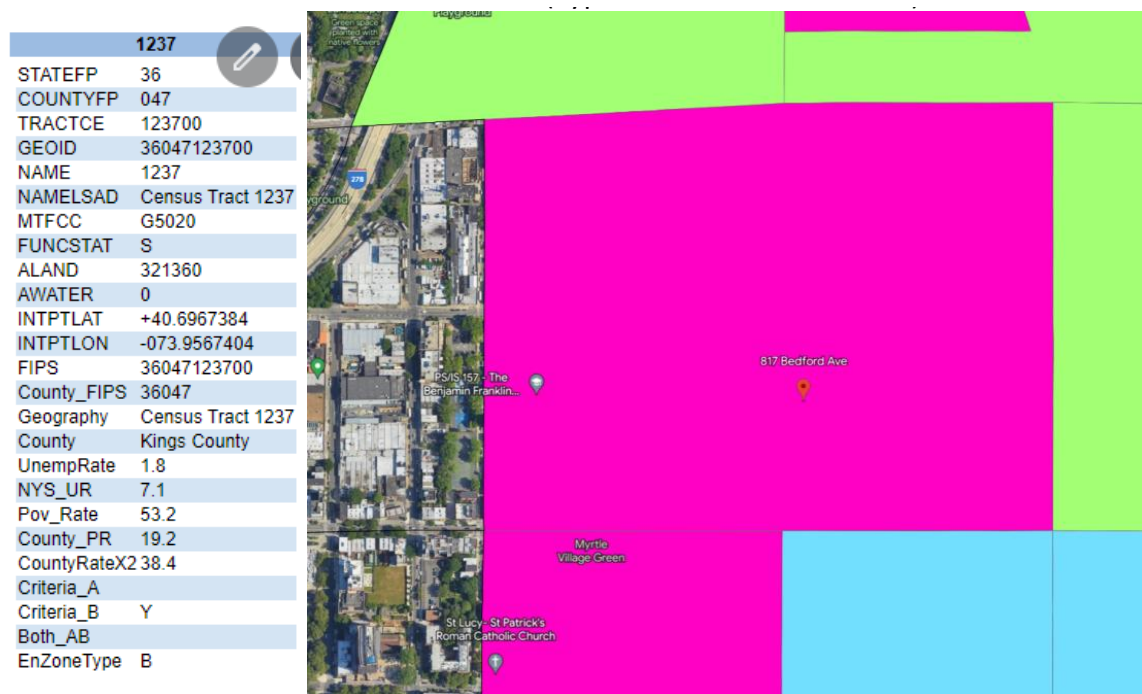
Site Geology and Hydrogeology

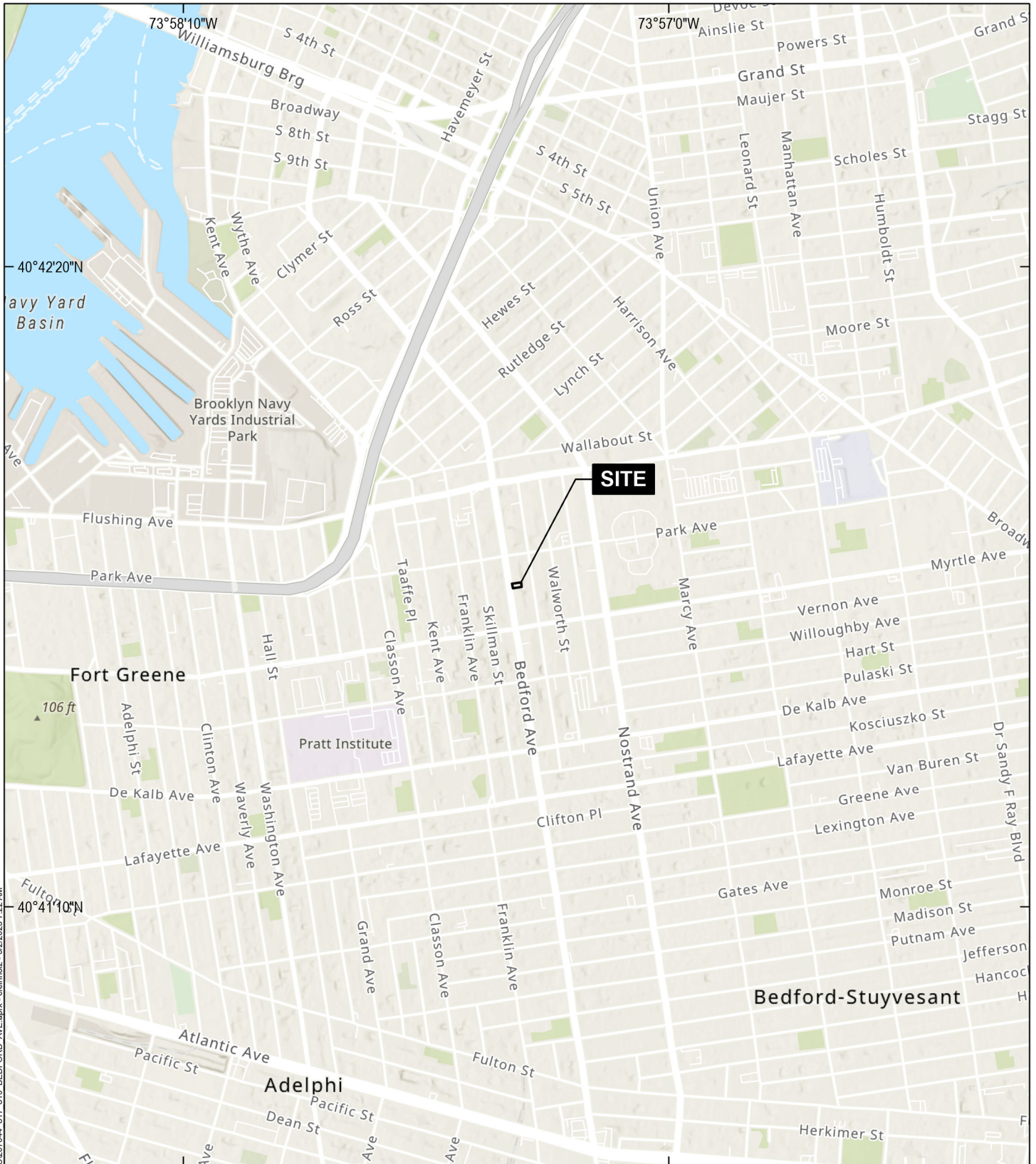
Based on observations from subsurface investigations at the Site, material generally underlying the Site consists of light brown to brown to gray, coarse to fine sand with silt and varying amounts of gravel, concrete, brick, and coal ash was observed from surface grade to approximately 5 to 14 ft bgs in each soil boring. The historical fill interval is underlain by a potential native layer consisting of light brown to brown fine sand with varying amounts of silt, medium sand, and fine gravel.

The topography of the Site is generally flat and the ground level elevation on the Site is approximately 30 feet above mean sea level (amsl). During the August 2022 Remedial Investigation (RI) and November 2022 Supplemental RI, groundwater was encountered about 30 ft bgs. The inferred regional groundwater flow direction for the area surrounding the Site is to the northwest toward the East River.

Environmental Zone Designation

The entire Site is located within an EnZone (Type B in Census Tract 1237).





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MAP SOURCE: ESRI
SITE COORDINATES: 40°41'45\"/>

**HALEY
ALDRICH**

817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

PROJECT LOCUS



APPROXIMATE SCALE: 1 IN = 2000 FT
AUGUST 2023

FIGURE 1

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LEGEND

-  SITE BOUNDARY
-  TAX LOT BOUNDARY

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING
3. AERIAL IMAGERY SOURCE: NEARMAP, 5 MARCH 2023.



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817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK


SITE PLAN


AUGUST 2023

FIGURE 2

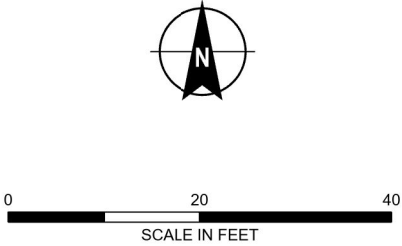


LEGEND

 SITE BOUNDARY

 TAX LOT BOUNDARY

- NOTES**
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING
 3. AERIAL IMAGERY SOURCE: NEARMAP, 5 MARCH 2023.



**HALEY
ALDRICH** 817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

TAX MAP

AUGUST 2023

FIGURE 3

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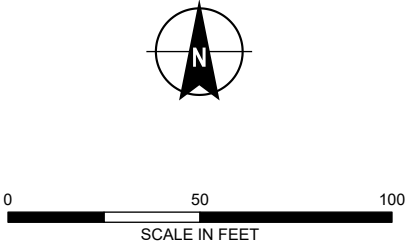


LEGEND

- SITE BOUNDARY
- PARCEL BOUNDARY
- LIGHT MANUFACTURING
- MULTI-FAMILY RESIDENTIAL
- MIXED RESIDENTIAL/COMMERCIAL
- VACANT LAND
- PUBLIC INSTITUTIONS & FACILITIES
- PARKING
- COMMERCIAL
- TRANSPORTATION & UTILITY (GARAGE)

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING
3. AERIAL IMAGERY SOURCE: NEARMAP, 28 MAY 2023
4. LAND USE PARCEL DATA SOURCE: NYC ZONING & LAND USE MAP, 9 AUGUST 2023



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817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

LAND USE MAP

AUGUST 2023

FIGURE 4

SECTION I.8: PREVIOUSLY REMEDIATED

It is our understanding that the Site has not been subject to any remedial activities.

SECTION I.14: ENVIRONMENTAL ASSESSMENT

The Requestor seeks entry into the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) at the investigation stage. Previously, a Phase I ESA was completed for 817 Bedford Avenue dated 11 October 2021 by Partner Assessment Corporation, a Remedial Investigation Report (RIR) was completed for 817 Bedford Avenue dated August 2022 by Haley & Aldrich of New York (Haley & Aldrich), a Supplemental RIR was completed for 817 Bedford Avenue dated 11 November 2022 by Haley & Aldrich, a Phase I ESA was completed for 819 Bedford Avenue dated 15 December 2022 by Bison Environmental LLC, and a Limited Phase II Environmental Site Investigation (ESI) Report was completed for 819 Bedford Avenue dated 20 March 2023 by Haley & Aldrich.

Based on the findings of the August 2022 RIR and the November 2022 Supplemental RIR for 817 Bedford Avenue and the March 2023 Limited Phase II ESI for 819 Bedford Avenue, the primary contaminants of concern for the Site are heavy metals and semi-volatile organic compounds (SVOCs) in soil; chlorinated volatile organic compounds (CVOCs), SVOCs, total metals, dissolved metals, and per- and polyfluoroalkyl substances (PFAS) in groundwater; and CVOCs in soil vapor. Additional investigation is necessary to determine if an onsite source of contamination exists. A summary of findings from the above referenced environmental investigations is provided below:

Soil

Soil analytical results were compared to NYSDEC Title 6 of the Official Compilation of New York Codes, Rules, and Regulations (NYCRR) Part 375 Restricted-Residential Use Soil Cleanup Objectives (RRSCOs).

Soil analytical results reporting concentrations of metals above RRSCOs were found in shallow soil samples on the central and western portions of the Site. In all, four metals were detected at concentrations above RRSCOs: arsenic (maximum concentration 125 milligrams per kilogram (mg/kg), RRSCO of 16 mg/kg); cadmium (maximum concentration 6.48 mg/kg, RRSCO 2.5 mg/kg); lead (maximum concentration 30,800 mg/kg, RRSCO 400 mg/kg); and mercury (maximum concentration 14.4 mg/kg, RRSCO 0.81 mg/kg).

Two SVOCs were detected above RRSCOs in soil sample B-5_0-2, located in the central portion of the 819 Bedford Avenue parcel (Lot 61). Benzo(b)fluoranthene was detected at a concentration of 1.3 mg/kg, exceeding the RRSCO of 1 mg/kg. Indeno(1,2,3-cd)pyrene was detected at a concentration of 0.7 mg/kg, exceeding the RRSCO of 0.5 mg/kg.

Groundwater

Groundwater analytical results were compared to 6NYCRR Part 703.5 NYSDEC Technical and Operational Guidance Series 1.1.1 Ambient Water Quality Standards (AWQSs).

Two VOCs, including one CVOC, were detected above the AWQSs in groundwater samples analyzed. The CVOC PCE was reported above the AWQS in groundwater samples collected from two monitoring wells on Site, with a maximum concentration of 48 micrograms per liter (µg/L) in TW-2 (AWQS of 5 µg/L). Of note, PCE, was detected above laboratory detection limits in three soil samples, B-2 (12-14'), B-3 (0-2'), and B-4 (12-14'), at concentrations of 0.002 mg/kg, 0.0029 mg/kg, and 0.0011 mg/kg, respectively. The VOC chloroform was also reported above its AWQS in groundwater samples collected from two permanent monitoring wells on Site, with a maximum concentration of 45 µg/L in TW-3 (AWQS of 7 µg/L).

Two total metals were detected in groundwater samples from temporary monitoring well TW-2 (TW-2 and DUP_GW) at concentrations exceeding AWQSs, including: iron at a maximum concentration of 861 µg/L in TW-2 (AWQS of 300 µg/L); and sodium at a maximum concentration of 96,600 µg/L in DUP_GW (AWQS of 20,000 µg/L).

Two dissolved metals were detected at concentrations exceeding AWQSs in groundwater samples collected, including: dissolved iron in TW-2 at a concentration of 313 µg/L (AWQS of 300 µg/L); and dissolved sodium in both groundwater samples collected, at a maximum concentration of 105,000 µg/L in DUP-GW (AWQS of 20,000 µg/L).

Several SVOCs, specifically PAHs, were detected in groundwater sample DUP_GW (collected from temporary monitoring well TW-2) above laboratory detection limits and reported at estimated concentrations exceeding AWQSs, including: benzo(a)anthracene (estimated concentration 0.02 µg/L; AWQS 0.002 µg/L), benzo(b)fluoranthene (estimated concentration 0.03 µg/L; AWQS 0.002 µg/L), benzo(k)fluoranthene (estimated concentration 0.01 µg/L; AWQS 0.002 µg/L), chrysene (estimated concentration 0.01 µg/L; AWQS 0.002 µg/L), and indeno(1,2,3-cd)pyrene (estimated concentration 0.02 µg/L; AWQS 0.002 µg/L).

One groundwater sample (TW-2) was analyzed for the emerging contaminants 1,4-dioxane and PFAS. Two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), were detected at concentrations exceeding the ambient water quality guidance values (AWQGVs) for PFOA and PFOS established in the NYSDEC-issued April 2023 "Sampling, Analysis, and Assessment of PFAS Under NYSDEC's Part 375 Remedial Programs." In groundwater sample TW-2, PFOA was reported at a concentration of 0.0965 µg/L (AWQGV of 0.0067 µg/L) and PFOS was reported at a concentration of 0.0277 µg/L (AWQGV of 0.0027 µg/L).

Additionally, the PFAS perfluorobutanoic acid (PFBA), at a concentration of 0.0112 µg/L; perfluoroheptanoic acid (PFHpA), at a concentration of 0.0143 µg/L; perfluorohexanesulfonic acid (PFHxS), at a concentration of 0.0118 µg/L; perfluorohexanoic acid (PFHxA), at a concentration of 0.0168 µg/L; and perfluoropentanoic acid (PFPeA), at a concentration of 0.0216 µg/L, were reported above the New York State maximum contaminant level (MCL) of 0.010 µg/L for drinking water for each of the compounds. No other PFAS compounds were detected above AWQGVs or MCLs in the groundwater sample analyzed.

Soil Vapor

Total VOC concentrations in soil vapor samples ranged from 284 micrograms per cubic meter (µg/m³) in SV-6 to 2,745.06 µg/m³ in SV-1. Total concentration of benzene, toluene, ethylbenzene, and xylene (BTEX) ranged from 34.18 µg/m³ in SV-6 to 561.8 µg/m³ in SV-2. Total concentrations of CVOCs in soil vapor samples ranged from non-detect in SV-5 to 124 µg/m³ in SV-4.

Four CVOCs, including cis-1,2-dichloroethene (maximum concentration 1.1 µg/m³ in SV-2), methylene chloride (maximum concentration 65.7 µg/m³ in SV-4), PCE (maximum concentration 58.3 µg/m³ in SV-4), and TCE (maximum concentration 3.43 µg/m³ in SV-2), were detected above laboratory detection limits in one or more soil vapor samples analyzed.

ATTACHMENT B

Section II: Project Description

SECTION II: PROJECT DESCRIPTION

The purpose of the project is to redevelop a contaminated property in addition to implementing remedial measures to protect human health and the environment.

The Site is currently comprised of two tax lots, Lot 62 (817 Bedford Avenue) and Lot 61 (819 Bedford Avenue). Lot 62 is a rectangular-shaped lot and is improved with a vacant one-story building that was previously utilized as an auto garage and includes a partial cellar that extends about 12 ft bgs in the northwest corner of the lot along Bedford Avenue. The partial cellar houses the natural gas meter for the building and was formerly used as a workshop and office space. Lot 61 is a rectangular-shaped lot and is improved with a vacant two-story mixed-use commercial and residential building along Bedford Avenue (western portion of lot) with a rear yard that is consumed by vegetation (eastern portion of the lot).

Proposed Development

While the development plans are conceptual at this time, the planned project will consist of partial demolition of existing structures and development of a new 6-story mixed commercial/residential use building encompassing both parcels and will include one cellar level. The new development is anticipated to extend to approximately 12 ft bgs.

Following NYSDEC approval of this BCP Application and its associated Remedial Investigation Work Plan (RIWP), the proposed work will include:

1. Partial demolition of the existing buildings to facilitate the remedial investigation.
2. Performance of a remedial investigation to characterize the nature and extent of contamination and identify remedial measures.
3. Excavation and offsite disposal of contaminated soil.
4. Implementation of remedial measures, as required, in tandem with Site-wide redevelopment.

Rationale for BCP Program

The Requestor seeks to enter the NYSDEC BCP at the investigation stage.

Upon review of analytical results from previous environmental investigations conducted at the Site (discussed in further detail in Section IV), the Requestor seeks to enter the NYSDEC BCP due to the contaminants of concern identified at the Site including heavy metals and SVOCs in soil; CVOCs, SVOCs, total metals, dissolved metals, and PFAS in groundwater; and CVOCs in soil vapor.

While the RIR and Supplemental RIR for 817 Bedford Avenue and the Limited Phase II ESI for 819 Bedford Avenue provide preliminary site characterization data, they do not fully determine the nature and extent of contamination. The Requestor is, therefore, also submitting for NYSDEC approval a Draft Remedial Investigation Work Plan (RIWP) along with this BCP Application.

Project Schedule

It is anticipated that the Remedial Investigation will commence once Requestor is accepted into the BCP and the RIWP is approved by the Department. Implementation of the remedy would start within 6 to 8 months following acceptance of the Remedial Investigation Report by NYSDEC. Completion of the remedy is anticipated by the end of 2024 with a Certificate of Completion expected by mid-2025. A tentative project schedule is below.

Item	Task	Duration (days)	Start	End	2023						2024								2025							
					JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
1	Preparation and Submission of BCP Application, RIWP and CPP	120	6/1/2023	9/30/2023																						
2	30-Day Public Comment Period for BCP Application and RIWP	30	10/4/2023	11/3/2023																						
3	Execute BCA and NYSDEC & NYSDOH Approval of the RIWP	30	11/1/2023	12/1/2023																						
4	Implementation of Remedial Investigation	30	12/1/2023	12/31/2023																						
5	Preparation and Submission of RIR and RAWP	60	1/1/2024	3/1/2024																						
6	NYSDEC & NYSDOH Review of RIR and RAWP	60	3/2/2024	5/1/2024																						
7	45-Day Public Comment Period for RAWP and Issuance of Decision Document	45	5/8/2024	6/23/2024																						
8	Implementation of RAWP with Engineering Oversight	150	7/1/2024	12/1/2024																						
9	Preparation of FER and SMP (if required)	90	12/2/2024	3/1/2024																						
10	NYSDEC & NYSDOH Review of FER (and SMP, if required)	60	3/2/2025	5/1/2025																						
11	NYSDEC Issues COC	30	5/2/2025	6/1/2025																						

Notes:

This is an estimated schedule; all items are subject to change

Completion of item 8 refers to the completion of remediation and not the end of overall construction

BCP = Brownfield Cleanup Program

NYSDEC = New York State Department of Environmental Conservation

BCA = Brownfield Cleanup Agreement

RIWP = Remedial Investigation Work Plan

CPP = Citizen Participation Plan

NYSDOH = New York State Department of Health

RIR = Remedial Investigation Report

RAWP = Remedial Action Work Plan

FER = Final Engineering Report

SMP = Site Management Plan

COC = Certificate of Completion

ATTACHMENT C

Section III: LAND USE FACTORS

SECTION III: LAND USE FACTORS

Zoning

According to the New York City Planning Commission Zoning Map 13b, the site is located within a commercial and residential M1-2/R6A zone. M1-2 Zoning is a Light Manufacturing Zoning district in NYC. In M1-2 there are multiple uses including manufacturing, commercial, and community facility. R6A is a contextual district where the Quality Housing bulk regulations are mandatory. These regulations produce high lot coverage, six- to eight-story apartment buildings set at or near the street line. Designed to be compatible with older buildings found in medium-density neighborhoods, R6A districts are mapped in the Bronx, Brooklyn and Queens. Parts of Kingsbridge in the Bronx and Williamsburg in Brooklyn are typical R6A areas.

Current Use

The roughly 5,000-square-foot (0.115-acre) Site is currently comprised of two tax lots: Lot 62 (817 Bedford Avenue) and Lot 61 (819 Bedford Avenue) . The Site has been vacant since 2022.

Lot 62 is a rectangular-shaped lot and is improved with a vacant one-story building that was previously utilized as an auto garage and includes a partial cellar that extends about 12 ft bgs in the northwest corner of the lot along Bedford Avenue. The partial cellar houses the natural gas meter for the building and was formerly used as a workshop and office space.

Lot 61 is a rectangular-shaped lot and is improved with a vacant two-story mixed-use commercial and residential building along Bedford Avenue (western portion of lot) with a rear yard that is consumed by vegetation (eastern portion of the lot).

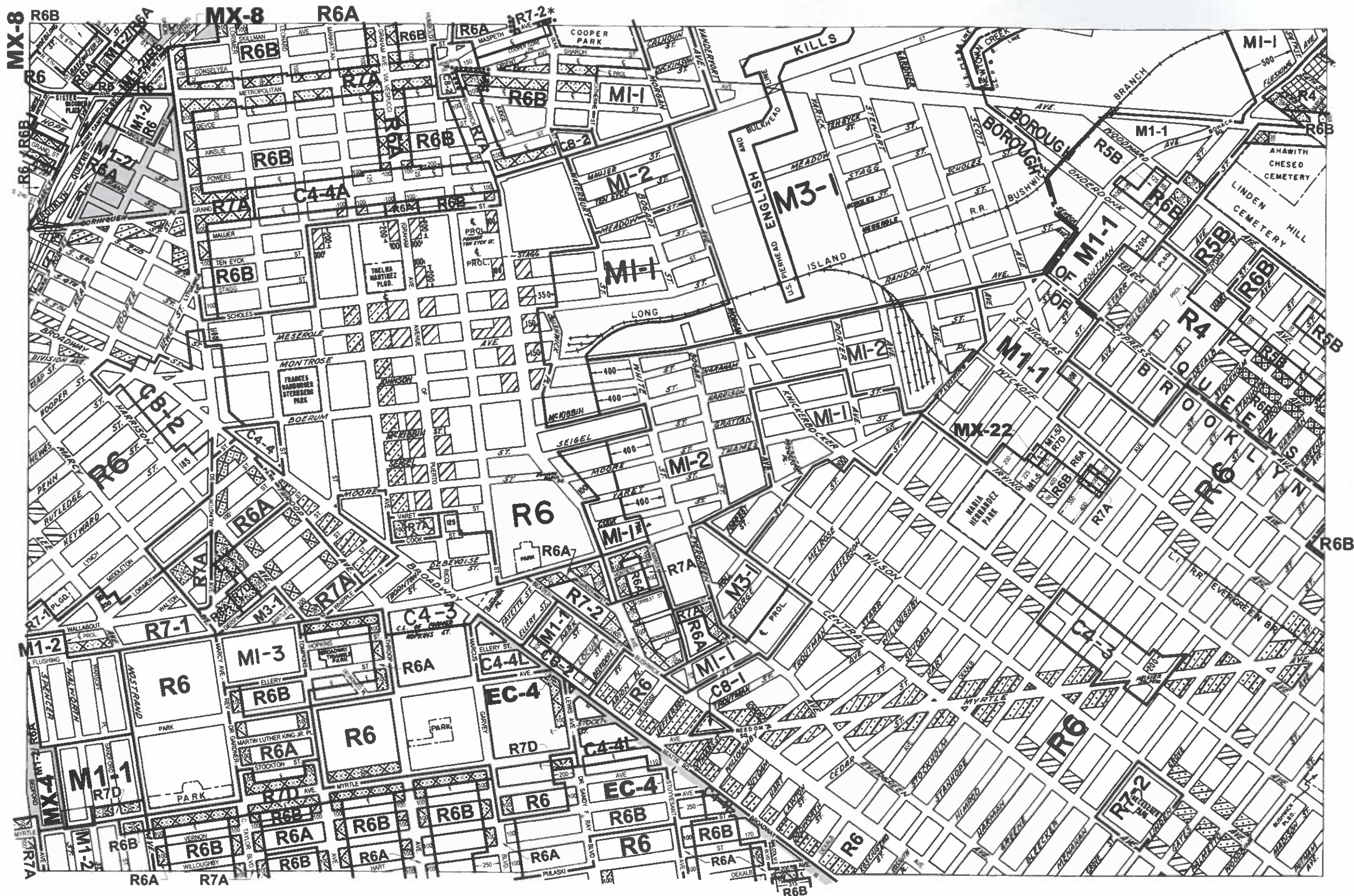
Intended Use Post-Remediation

While the development plans are conceptual at this time, the planned project will consist of the partial demolition of existing structures and development of a new building encompassing both parcels. Currently, the proposed development is a 6-story, mixed-use commercial/residential building with one cellar level requiring remedial excavations extending to approximately 12 ft bgs.

The architectural set is still in the design phase and will be released when available.

Compliance with Applicable Zoning Laws, Recent Development and Community Master Plans

According to the New York City Planning Commission Zoning Map 13b, the Site is located within a commercial and residential M1-2/R6A zone. The proposed development of this property is consistent with the current zoning. The applicable zoning map is included as an attachment.



ZONING MAP

THE NEW YORK CITY PLANNING COMMISSION


Major Zoning Classifications:

The number(s) and/or letter(s) that follows an R, C or M District designation indicates use, bulk and other controls as described in the text of the Zoning Resolution.

R – RESIDENTIAL DISTRICT

C – COMMERCIAL DISTRICT

M – MANUFACTURING DISTRICT

 SPECIAL PURPOSE DISTRICT
The letter(s) within the shaded area designates the special purpose district as described in the text of the Zoning Resolution.

 AREA(S) REZONED

Effective Date(s) of Rezoning:

*11-23-2021 C 210480 ZMK

11-23-2021 C 200314 ZMK

Special Requirements:

For a list of lots subject to CEOR environmental requirements, see APPENDIX C.

For a list of lots subject to "D" restrictive declarations, see APPENDIX D.



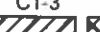







For Inclusionary Housing designated areas and Mandatory Inclusionary Housing areas on this map, see APPENDIX F.

MAP KEY

12c	13a	13c
12d	13b	13d
16c	17a	17c

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NOTE: Zoning information as shown on this map is subject to change. For the most up-to-date zoning information for this map, visit the Zoning section of the Department of City Planning website: www.nyc.gov/planning or contact the Zoning Information Desk at (212) 720-3291.

C1-1	C1-2	C1-3	C1-4	C1-5	C2-1	C2-2	C2-3	C2-4	C2-5
									

NOTE: Where no dimensions for zoning district boundaries appear on the zoning maps, such dimensions are determined in Article VII, Chapter 6 (Location of District Boundaries) of the Zoning Resolution.

ZONING
MAP 13b

ATTACHMENT D

Section IV: Property's Environmental History

SECTION IV.1: REPORTS

The following reports were prepared for the site prior to the Requestor's application:

- October 2021 Phase I Environmental Site Assessment for 817 Bedford Avenue, prepared by Partner Assessment Corporation;
- August 2022 Remedial Investigation Report for 817 Bedford Avenue, prepared by Haley & Aldrich;
- November 2022 Supplemental Remedial Investigation Report for 817 Bedford Avenue, prepared by Haley & Aldrich;
- December 2022 Phase I Environmental Site Assessment for 819 Bedford Avenue, prepared by Bison Environmental LLC; and,
- March 2023 Limited Phase II Environmental Site Assessment for 819 Bedford Avenue, prepared by Haley & Aldrich.

Environmental reports are summarized below and are included as separate standalone files on the attached USB.

October 2021 Phase I Environmental Site Assessment for 817 Bedford Avenue, Prepared by Partner Assessment Corporation

Partner Assessment Corporation (Partner) completed a Phase I ESA for the northern portion of the Site (i.e., 817 Bedford Avenue) in October 2021. The Phase I ESA indicated that 817 Bedford Avenue was formerly developed as early as 1897 through at least 1947 with a residential property; and developed with the current structure in 1948 for commercial use. Tenants on the subject property include residents (1929-1934); Belmar Sales Co, wholesale grocers (1949); Surplus Paper Stock Co (1970-1985); and Putnam Auto Repairs (1992-2021). The Phase I ESA identified the following two Recognized Environmental Conditions (RECs) in connection with the 817 Bedford Avenue lot:

- Historic automotive repair use along with the presence of a floor drain was that installed during the original construction of the building and connected directly to the municipal sanitary sewer system.
- A listed E-Designation associated with the lot due to location within the Flushing Bedford Rezoning area (E-102; CEQR # 00DCP015K).

August 2022 Remedial Investigation Report for 817 Bedford Avenue, Prepared by Haley & Aldrich

Haley & Aldrich completed a Remedial Investigation on the northern portion of the Site (i.e., 817 Bedford Avenue) to investigate soil, groundwater, and soil vapor quality beneath Lot 62. Lot 62 The sampling event was performed on 19 July 2022 and included installation of four soil borings to depths ranging from 15-40 ft bgs, installation of one temporary groundwater monitoring well to 40 ft bgs, and four soil vapor points installed to 12 ft bgs. The investigation also included the collection of soil, groundwater, and soil vapor samples. A total of nine soil samples (including one duplicate sample), two groundwater samples (including one duplicate sample), and four soil vapor samples were collected. Field observations and laboratory analytical results are summarized below:

RIR (817 Bedford Ave) – Soil

- Surficial soils generally consist of light brown to brown to grey fine sand with varying amounts of silt, coarse/medium sand, fine gravel, concrete, brick and coal ash was observed from surface grade to approximately 5 to 14 ft bgs in each soil boring.
- The urban fill layer was underlain by a potential native layer consisting of light brown to brown fine sand with varying amounts of silt, medium sand and fine gravel.
- Soil samples were analyzed for VOCs, SVOCs, pesticides, PCBs, PFAS, total metals, and TCLP lead (select soil samples based on lead concentrations detected). Soil analytical results were compared to NYSDEC Part 375 UUSCOs and RRSCOs. In addition, soil samples were compared to the Guidance Values (GVs) established in the NYSDEC-issued April 2023 “Sampling, Analysis, and Assessment of PFAS Under NYSDEC’s Part 375 Remedial Programs.” Results are summarized below:
 - Five metals were detected at concentrations above UUSCOs, two of which also exceed RRSCOs in two soil samples analyzed, including: copper above the UUSCO in two soil samples with a maximum concentration of 158 mg/kg in B-4(12-14’) (UUSCO of 50 mg/kg); lead above the UUSCO in two soil samples and above the RRSCO in two soil samples with a maximum concentration of 1,980 mg/kg in B-1(0-2’) (UUSCO of 63 mg/kg and RRSCO of 400 mg/kg); mercury above the UUSCO in three soil samples and above the RRSCO and in one soil sample with a maximum concentration of 2.01 mg/kg in B-1(0-2’) (UUSCO of 0.18 mg/kg and RRSCO of 0.81 mg/kg); nickel above the UUSCO in one soil sample with a maximum concentration of 31.1 mg/kg in B-2(12-14’) (UUSCO of 30 mg/kg); and, zinc above the UUSCO in three soil samples with a maximum concentration of 178 mg/kg in B-3(0-2’), (UUSCO of 109 mg/kg). No other metals were detected above UUSCOs or RRSCOs in soil samples analyzed.
 - Based on the concentrations of lead detected in four soil samples, including B-1(0-2’), B-1(12-14’), B-3(0-2’) and B-4(12-14’), subsequent TCLP testing was performed to determine if the material is characteristically hazardous. TCLP lead concentrations ranged from 1.3 mg/L in B-1(0-2’) to a maximum of 3.31 mg/L in B-4(12-14’), which are below the USEPA RCRA Characteristics of Hazardous Waste limit of 5 mg/L for lead.
 - One pesticide, 4,4’-DDT, was detected at a concentration of 0.00358 mg/kg in B-3(0-2’), exceeding the UUSCO of 0.0033 mg/kg. No other pesticides were detected at concentrations exceeding the UUSCOs or RRSCOs in soil samples analyzed.
 - One CVOC, PCE, was detected above laboratory detection limits in three soil samples, B-2 (12-14’), B-3 (0-2’), and B-4 (12-14’), at concentrations of 0.002 mg/kg, 0.0029 mg/kg, and 0.0011 mg/kg, respectively. No other CVOCs were detected in soil vapor samples analyzed.
 - No VOCs, SVOCs, PCBs, or PFAS were detected above UUSCOS, RRSCOs, or GV in soil samples analyzed.

RIR (817 Bedford Ave) - Groundwater

- Groundwater samples were collected from temporary monitoring well TW-2, including a duplicate sample.
- Groundwater samples were analyzed for VOCs, SVOCs, total metals, dissolved metals, PCBs, and emerging contaminants 1,4-dioxane and PFAS.
- Groundwater analytical results were compared to NYSDEC AWQs and AWQGVs established in the NYSDEC-issued April 2023 “Sampling, Analysis, and Assessment of PFAS Under NYSDEC’s Part 375 Remedial Programs.” Concentrations of 1,4-dioxane were compared to New York State’s drinking water maximum contaminant level (MCL) of 1 µg/L. Results are as follows:

- The CVOC PCE was detected above the AWQS in groundwater samples analyzed. PCE was detected at a concentration of 48 µg/L in TW-2 and 47 µg/L in DUP_GW, (duplicate sample collected from TW-2) (AWQS of 5 µg/L). It should be noted that, although concentrations were below AWQSs, two CVOCs (in addition to PCE) were detected in both groundwater samples collected, specifically, TCE at a maximum concentration of 1.5 µg/L TW-2 (AWQS of 5 µg/L) and cis-1,2-dichloroethene at a maximum concentration of 1.4 µg/L in TW-2 (AWQS of 5 µg/L). No other VOCs were detected above the AWQSs in groundwater samples analyzed.
- Two total metals were detected in both groundwater samples collected (TW-2 and DUP-GW) at concentrations exceeding AWQSs, including: iron at a maximum concentration 861 µg/L in TW-2 (AWQS of 300 µg/L); and, sodium at a maximum concentration of 96,600 µg/L in DUP_GW (AWQS of 20,000 µg/L). No other total metals were detected above AWQSs in groundwater samples analyzed.
- Two dissolved metals were detected at concentrations exceeding AWQSs in groundwater samples collected, including: dissolved iron in TW-2 at a concentration of 313 µg/L (AWQS of 300 µg/L); and, dissolved sodium both groundwater samples collected, at a maximum concentration of 105,000 µg/L in DUP-GW (AWQS of 20,000 µg/L). No other dissolved metals were detected above AWQSs in groundwater samples analyzed.
- Several SVOCs, specifically PAHs, were detected in groundwater sample DUP_GW above laboratory detection limits and reported at estimated concentrations exceeding AWQSs, including: benzo(a)anthracene (estimated concentration 0.02 µg/L; AWQS 0.002 µg/L), benzo(b)fluoranthene (estimated concentration 0.03 µg/L; AWQS 0.002 µg/L), benzo(k)fluoranthene (estimated concentration 0.01 µg/L; AWQS 0.002 µg/L), chrysene (estimated concentration 0.01 µg/L; AWQS 0.002 µg/L), and indeno(1,2,3-cd)pyrene (estimated concentration 0.02 µg/L; AWQS 0.002 µg/L).
- One groundwater sample (TW-2) was analyzed for the emerging contaminants 1,4-dioxane and PFAS. Two PFAS compounds, PFOA and PFOS, were detected at concentrations exceeding the AWQGVs. In groundwater sample TW-2, PFOA was reported at a concentration of 0.0965 µg/L (AWQGV of 0.0067 µg/L) and PFOS was reported at a concentration of 0.0277 µg/L (AWQGV of 0.0027 µg/L). Additionally, the PFAS PFBA, at a concentration of 0.0112 µg/L; PFHpA, at a concentration of 0.0143 µg/L; PFHxS, at a concentration of 0.0118 µg/L; PFHxA, at a concentration of 0.0168 µg/L; and PFPeA, at a concentration of 0.0216 µg/L, were reported above the New York State MCL of 0.010 µg/L for each of the compounds. No other PFAS compounds were detected above AWQGVs or MCLs in groundwater samples analyzed.

RIR (817 Bedford Ave)– Soil Vapor

- Total VOC concentrations in soil vapor samples ranged from 1,912.23 µg/m³ in sample SV-4 to 2,745.06 µg/m³ in SV-1.
- Total BTEX concentrations ranged from 392.5 µg/m³ in SV-4 to 561.8 µg/m³ in SV-2.
- Total concentration of CVOCs in soil vapor samples ranged from 9.13 µg/m³ in SV-1 to 124 µg/m³ in SV-4. Four CVOCs, including cis-1,2-dichloroethene, methylene chloride, PCE, and TCE, were detected above laboratory detection limits in one or more soil vapor samples analyzed.

November 2022 Supplemental Remedial Investigation Report for 817 Bedford Avenue, Prepared by Haley & Aldrich

At the request of NYCOER, additional groundwater sampling was conducted at the northern portion of the Site (i.e., 817 Bedford Avenue) to supplement the August 2022 RI which had reported CVOC

concentrations in groundwater. Two new permanent groundwater monitoring wells were installed at the Site during this Supplemental RI: TW-1 located in the northeastern region of the Site and TW-3 located in the northern region of the Site. Each well was installed to 40 ft bgs. Groundwater was encountered at approximately 30 ft bgs during the Supplemental RI. One groundwater sample was collected from each of the two wells and analyzed for VOCs.

Two VOCs, including a CVOC, were reported at concentrations above AWQSS. The VOC chloroform was reported above its AWQS in both groundwater samples, with a maximum concentration of 45 µg/L in groundwater sample TW-3. The CVOC PCE was reported above its AWQS in sample TW-1 at a concentration of 15 µg/L. Additionally, the CVOC TCE was reported above laboratory detection limits, but below the AWQS, in sample TW-1 at a concentration of 0.84 µg/L.

December 2022 Phase I Environmental Site Assessment for 819 Bedford Avenue, Prepared by Bison Environmental LLC

Bison Environmental LLC completed a Phase I ESA for the southern portion of the Site (i.e., 819 Bedford Avenue) (Lot 61) in December 2022. The Phase I ESA indicated that the 819 Bedford Avenue lot was developed in 1887 with a two-story store and a one-story store with a stable in the northeast side of the lot. The north side, one-story store was identified as an auto top wind shield factory named Progress Auto Wrecking Co. By 1960, the entire lot was operated by a sign company, Kilroy for Signs Inc. and Kilroy Truck Lettering & Spraying. In 1973, the building was listed as owned by a M. Cruetz and operated as a warehouse. From 1982 until 2022 the first floor was used as an art studio and antique storage space with residential use on the second floor. The Phase I ESA did not identify any RECs in connection with the 819 Bedford Avenue lot but did note the E-Designation listed for the lot based on its location within the Flushing Bedford rezoning area.

March 2023 Limited Phase II Environmental Site Assessment for 819 Bedford Avenue, Prepared by Haley & Aldrich

Haley & Aldrich completed a Limited Phase II ESI at the southern portion of the Site (i.e., 819 Bedford Avenue) to investigate soil and soil vapor quality beneath the 819 Bedford Avenue lot (Lot 61). The sampling event was performed on 17 February 2023 and included installation of three soil borings to depths ranging from 10 to 12 ft bgs and two soil vapor points. The investigation also included the collection of soil and soil vapor samples. A total of six soil samples and two soil vapor samples were collected. Field observations and laboratory analytical results are summarized below:

Limited Phase II ESI (819 Bedford Ave) - Soil

- Urban fill generally consisting of light brown to dark brown fine to medium sand with varying amounts of silt, trace fine gravel and sparse fragments of concrete, and brick was observed from surface grade to approximately 12 ft bgs in each soil boring.
- Underlying soil present at depths greater than 12 ft bgs (i.e., potential native material) was not observed during this investigation.
- Soil samples were analyzed for VOCs, SVOCs, and total metals. Soil analytical results were compared to NYSDEC Part 375 UUSCOs and RRSCOs. Results are summarized below.
 - Two SVOCs, specifically benzo(b)fluoranthene and indeno(1,2,3-cd)pyrene, were detected above UUSCOs and RRSCOs in one soil sample, B-5_0-2, with concentrations of 1.3 mg/kg and 0.7 mg/kg, respectively. No other SVOCs were detected above the UUSCOs or RRSCOs in soil samples analyzed.
 - Eight metals were detected above the UUSCOs and/or RRSCOs in soil samples collected, including the following: arsenic in one soil sample, B-5_0-2, at a concentration of 125 mg/kg; lead in three soil samples (maximum concentration 30,800mg/kg in B-5_0-2;

cadmium in one soil sample, B-5_0-2 at a concentration of 6.48 mg/kg); and, mercury in four soil samples (maximum concentration 14.4 mg/kg in B-5_0-2). Four metals were detected at concentrations exceeding the UUSCO in one soil sample, B-5_0-2, including copper at a concentration of 266 mg/kg, nickel at a concentration of 57.6 mg/kg, silver at a concentration 5.65 mg/kg and zinc at a concentration of 699 mg/kg. No other metals were detected above the UUSCOs or RRSCOs in soil samples analyzed.

- No VOCs were detected above the UUSCOs or RRSCOs in soil samples analyzed.

Limited Phase II ESI (819 Bedford Ave) –Soil Vapor

- Total VOC concentrations in soil vapor samples ranged from 284 $\mu\text{g}/\text{m}^3$ in SV-6 to 383.86 $\mu\text{g}/\text{m}^3$ in SV-5.
- Total BTEX concentrations ranged from 34.18 $\mu\text{g}/\text{m}^3$ in SV-6 to 115 $\mu\text{g}/\text{m}^3$ in SV-5.
- Total concentration of CVOCs in soil vapor samples ranged from non-detect in SV-5 to 1.46 $\mu\text{g}/\text{m}^3$ in SV-6. One CVOC, PCE, was detected above laboratory detection limits in one soil vapor sample, SV-6, at a concentration of 1.46 $\mu\text{g}/\text{m}^3$. No other CVOCs were detected in soil vapor samples analyzed.

Section IV.2: Sampling Data Analytical Results Summary Tables

Soil Summary Table

Analytes > RRSCO/UUSCO	Detections > RRSCOs	Max Concentration (ppm)	RRSCO (ppm)	Depth
Tetrachloroethene	0	0.0029	19	0-2'
Benzo(b)fluoranthene	1	1.3	1	0-2'
Indeno(1,2,3-cd)pyrene	1	0.7	0.5	0-2'
Arsenic	1	125	16	0-2'
Cadmium	1	6.48	4.3	0-2'
Lead	3	30800	400	0-2'
Mercury	2	14.4	0.81	0-2'

Groundwater Summary Table

Analytes > AWQS	Detections > AWQS	Max Concentration (µg/L)	AWQS (µg/L)
Tetrachloroethene	3	48	5
Chloroform	2	45	7
Iron, Dissolved	1	313	300
Sodium, Dissolved	2	105000	20000
Iron, Total	2	861	300
Sodium, Total	2	96600	20000
Benzo(a)anthracene	1	0.02	0.002
Benzo(b)fluoranthene	1	0.03	0.002
Benzo(k)fluoranthene	1	0.01	0.002
Chrysene	1	0.01	0.002
Indeno(1,2,3-cd)pyrene	1	0.02	0.002

Soil Vapor Summary Table

Analytes	Total Detections	Max Detection (µg/m³)	Type
cis-1,2-Dichloroethene	1	1.1	Soil Vapor
Methylene chloride	3	65.7	Soil Vapor
Tetrachloroethene	5	58.3	Soil Vapor
Trichloroethene	2	3.43	Soil Vapor

Notes:

Ppm = Parts per million

RRSCO = NYSDEC Restricted Residential Use Soil Cleanup Objectives

UUSCO = NYSDEC Unrestricted Use Soil Cleanup Objectives

µg/m³ = Microgram per cubic meter

µg/L = Microgram per liter

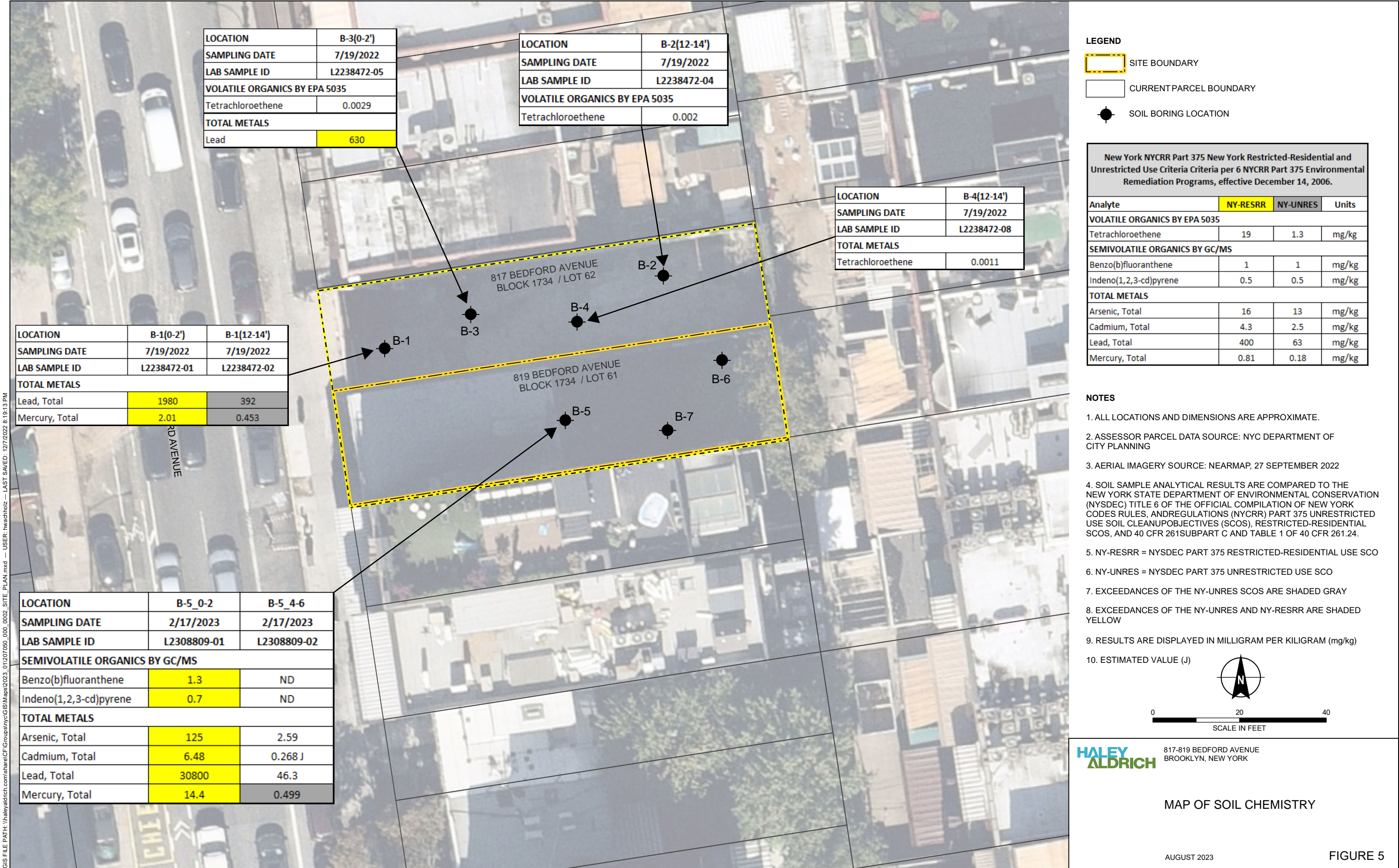
mg/kg = milligram per kilogram

AWQS = Ambient Water Quality Standards

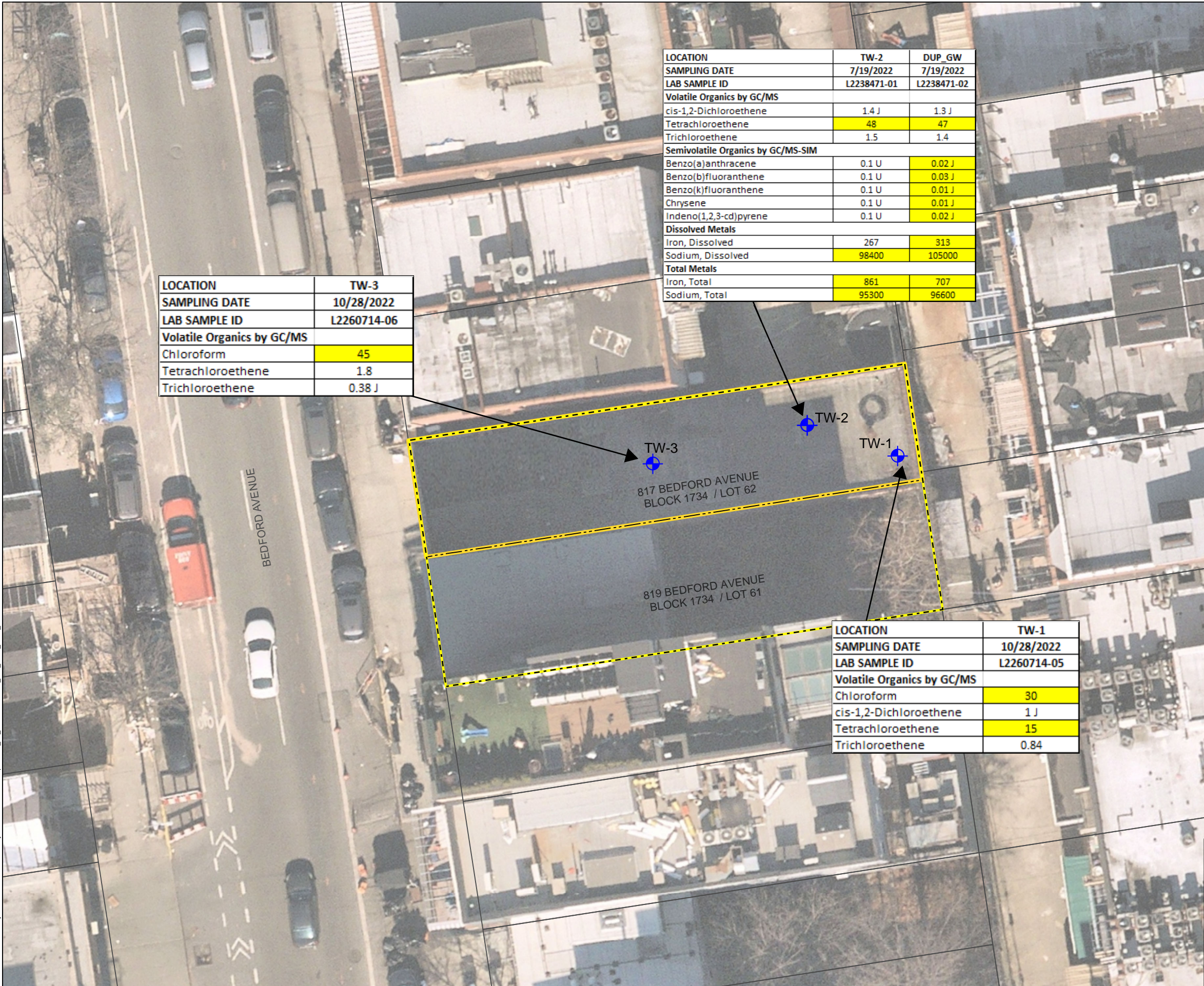
SECTION IV.3: SAMPLING DATA

For each impacted medium above, see attached Figures 5-7 below summarizing analytical results from the August 2022 RIR, November 2022 Supplemental RIR, and March 2023 Limited Phase II ESI prepared by Haley & Aldrich.

**Figures from August 2022 RIR, November 2022 Supplemental RIR, and March 2023 Limited
Phase II ESI (Figures 5-7)**



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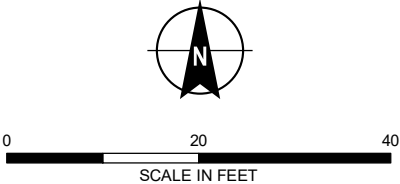
LEGEND

- CURRENT PARCEL BOUNDARY
- SITE BOUNDARY
- TEMPORARY MONITORING WELL LOCATION

NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards (AWQS) and Guidance Values		
Analytes	AWQS	Unit
Volatile Organics by GC/MS		
Tetrachloroethene	5	µg/L
Chloroform	7	µg/L
Dissolved Metals		
Iron, Dissolved	300	µg/L
Sodium, Dissolved	20,000	µg/L
Total Metals		
Iron, Total	300	µg/L
Sodium, Total	20,000	µg/L
Semivolatile Organics by GC/MS-SIM		
Benzo(a)anthracene	0.002	µg/L
Benzo(b)fluoranthene	0.002	µg/L
Benzo(k)fluoranthene	0.002	µg/L
Chrysene	0.002	µg/L
Indeno(1,2,3-cd)pyrene	0.002	µg/L

OTES

- ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
- AERIAL IMAGERY SOURCE: NEARMAP, 27 FEBRUARY 2022
- GROUNDWATER SAMPLE ANALYTICAL RESULTS ARE COMPARED TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) TECHNICAL AND OPERATIONAL GUIDANCE SERIES (TOGS) 1.1.1 AMBIENT WATER QUALITY STANDARDS (AWQS)
- EXCEEDANCES OF THE NYSDEC AWQS ARE SHADED YELLOW.
- MICROGRAMS PER LITER (µg/L).
- ESTIMATED VALUE (J)
- ANALYTE NOT DETECTED (ND)



HALEY
ALDRICH

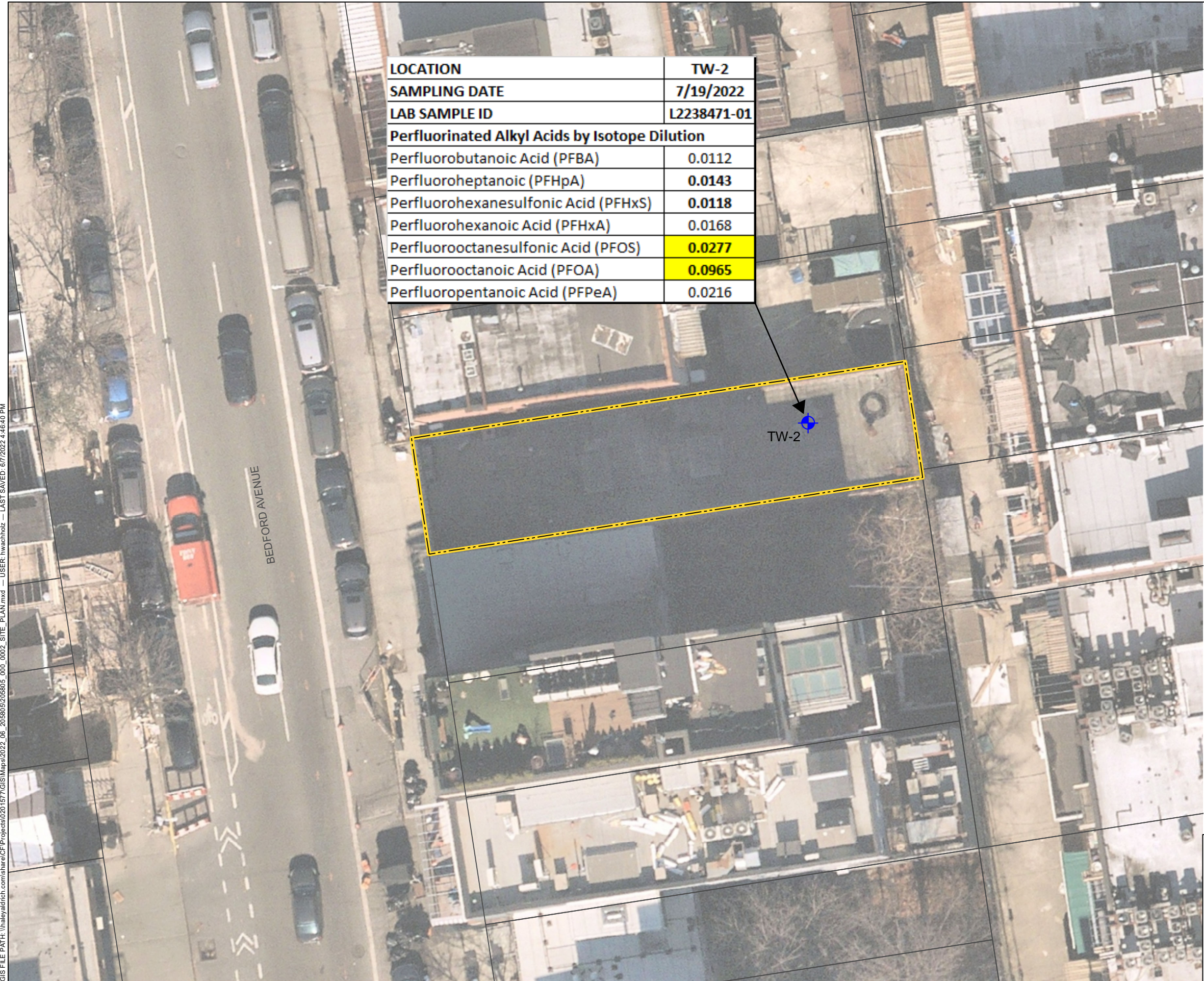
817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

MAP OF GROUNDWATER
CHEMISTRY

AUGUST 2023

FIGURE 6A

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LOCATION	TW-2
SAMPLING DATE	7/19/2022
LAB SAMPLE ID	L2238471-01
Perfluorinated Alkyl Acids by Isotope Dilution	
Perfluorobutanoic Acid (PFBA)	0.0112
Perfluoroheptanoic (PFHpA)	0.0143
Perfluorohexanesulfonic Acid (PFHxS)	0.0118
Perfluorohexanoic Acid (PFHxA)	0.0168
Perfluorooctanesulfonic Acid (PFOS)	0.0277
Perfluorooctanoic Acid (PFOA)	0.0965
Perfluoropentanoic Acid (PFPeA)	0.0216

LEGEND

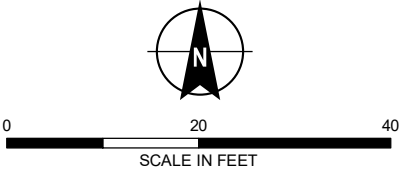
PARCEL BOUNDARY

SITE BOUNDARY

MONITORING WELL LOCATION

NYSDEC PFAS Ambient Water Quality Guidance Values and NYSDOH MCLs for Drinking Water (ug/L)		
Analyte	AWQGV	MCL
Perfluorinated Alkyl Acids by Isotope Dilution		
Perfluorobutanoic Acid (PFBA)	-	-
Perfluoroheptanoic (PFHpA)	-	0.01
Perfluorohexanesulfonic Acid (PFHxS)	-	0.01
Perfluorohexanoic Acid (PFHxA)	-	-
Perfluorooctanesulfonic Acid (PFOS)	0.0027	0.01
Perfluorooctanoic Acid (PFOA)	0.0067	0.01
Perfluoropentanoic Acid (PFPeA)	-	-

- NOTES**
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. AERIAL IMAGERY SOURCE: NEARMAP, 27 FEBRUARY 2022
 3. GROUNDWATER ANALYTICAL RESULTS FOR PFOA AND PFOS COMPARED TO AMBIENT WATER QUALITY GUIDANCE VALUES AS LISTED IN THE APRIL 2023 "SAMPLING, ANALYSIS, AND ASSESSMENT OF PFAS UNDER NYSDEC'S PART 375 REMEDIAL PROGRAMS." EXCEEDANCES ARE SHADED IN YELLOW.
 4. MCL = NYSDOH MAXIMUM CONTAMINANT LEVEL FOR DRINKING WATER. EXCEEDANCES ARE LISTED IN BOLD.
 5. MICROGRAMS PER LITER (ug/L).



**HALEY
ALDRICH**

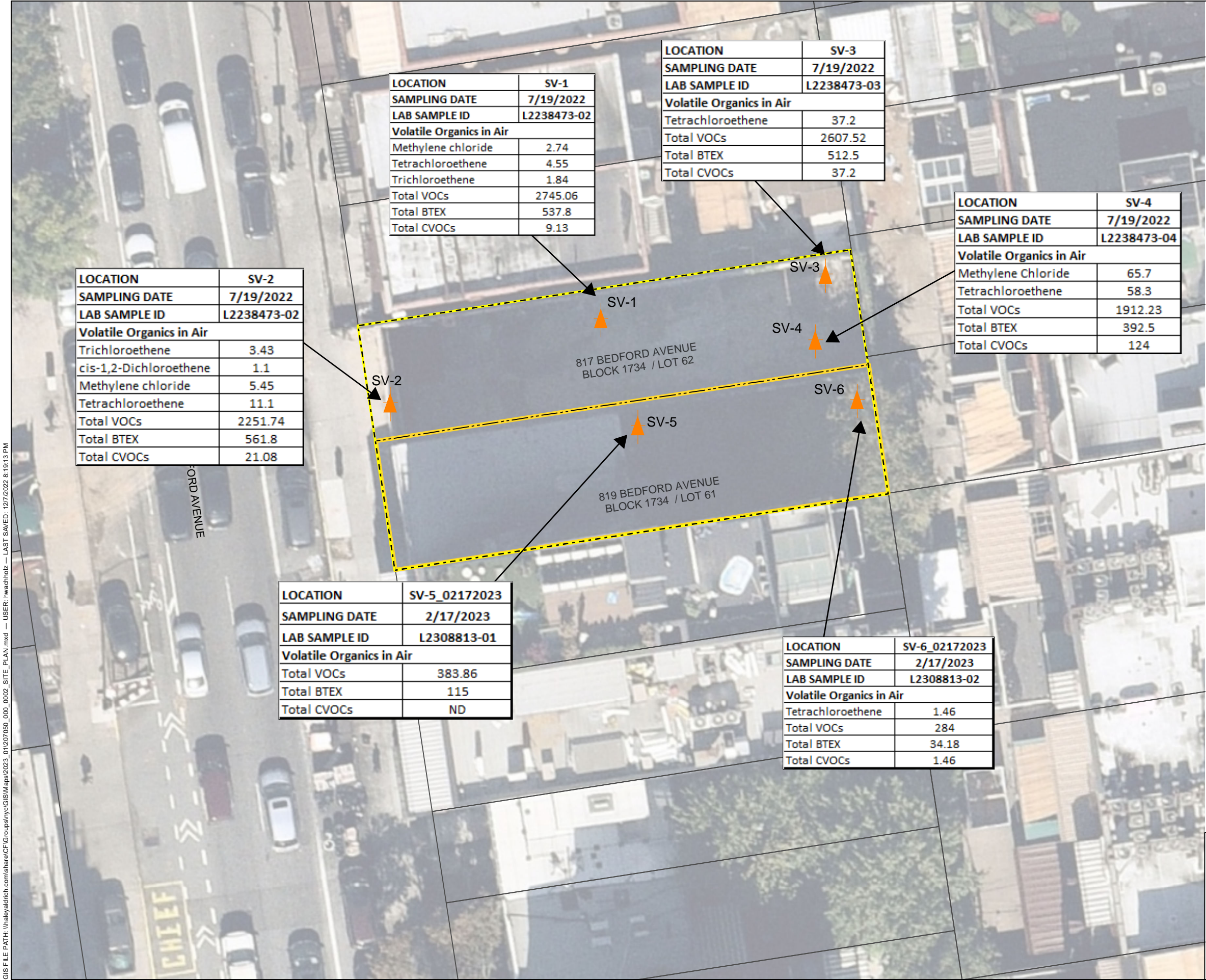
817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

MAP OF GROUNDWATER
CHEMISTRY EMERGING
CONTAMINANTS

AUGUST 2023

FIGURE 6B

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LEGEND

- SITE BOUNDARY
- CURRENT PARCEL BOUNDARY
- SOIL VAPOR POINT LOCATION

NOTES

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING
3. AERIAL IMAGERY SOURCE: NEARMAP, 27 SEPTEMBER 2022
4. SOIL VAPOR ANALYSIS - VOLATILE ORGANIC COMPOUNDS (VOCs)
5. RESULTS ARE DISPLAYED IN MICROGRAMS PER CUBIC METER ($\mu\text{g}/\text{m}^3$)
6. CHLORINATED VOLATILE ORGANIC COMPOUNDS (CVOCS)
7. TOTAL DETECTED CONCENTRATION OF BENZENE, TOLUENE, ETHYLBENZENE AND XYLENES (BTEX)
8. ANALYTE NOT DETECTED (ND)



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817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

MAP OF SOIL VAPOR
CHEMISTRY

AUGUST 2023

FIGURE 7

ATTACHMENT E

Section V: Requestor Information

SECTION V: REQUESTOR INFORMATION

The entities requesting participation in the Brownfield Cleanup Program are 819 Mazel Mit Brucha LLC and Mazel Mit Brucha 104 LLC.

The Site is currently comprised of two lots: Lot 62 (817 Bedford Avenue) owned by Mazel Mit Brucha 104 LLC and Lot 61 (819 Bedford Avenue) owned by 819 Mazel Mit Brucha LLC.

Deeds for both 817 Bedford Avenue (Lot 62) and 819 Bedford Avenue (Lot 61), dated 7 March 2022 and 9 February 2023, respectively, are available on ACRIS and included as an attachment.

Please see below a list of all members/owners of 819 Mazel Mit Brucha LLC:

Meir Schwartz is a member and authorized representative of 819 Mazel Mit Brucha LLC.

The contact information for 819 Mazel Mit Brucha LLC is:

Meir Schwartz
51 Forest Road, #316-160
Monroe, New York 10950
Phone: (347) 300-8820
Email: 817bedfordave@gmail.com

Please see below a list of all members/owners of Mit Brucha 104 LLC:

Meir Schwartz is a member and authorized representative of Mit Brucha 104 LLC.

The contact information for Mit Brucha 104 LLC is:

Meir Schwartz
51 Forest Road, #316-160
Monroe, New York 10950
Phone: (347) 300-8820
Email: 817bedfordave@gmail.com

Printouts of the entity information from the NYS Department of State's Corporation & Business Entity Database for 819 Mazel Mit Brucha LLC and Mazel Mit Brucha 104 LLC are included in this attachment. An access agreement is also included for both properties in this attachment.

All documents will be certified by a Haley & Aldrich of New York Licensed Professional Engineer and/or the Requestor in accordance with DER-10 Section 1.5.

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: 819 MAZEL MIT BRUCHA LLC
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203
LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY
COMPANY LAW
DATE OF INITIAL DOS FILING: 10/07/2022
EFFECTIVE DATE INITIAL FILING: 10/07/2022
FOREIGN FORMATION DATE:
COUNTY: ORANGE
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 6610703
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE

REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 10/31/2024
NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: 819 MAZEL MIT BRUCHA LLC

Address: 51 FOREST RD SUITE 316-160, MONROE, NY, UNITED STATES, 10950

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

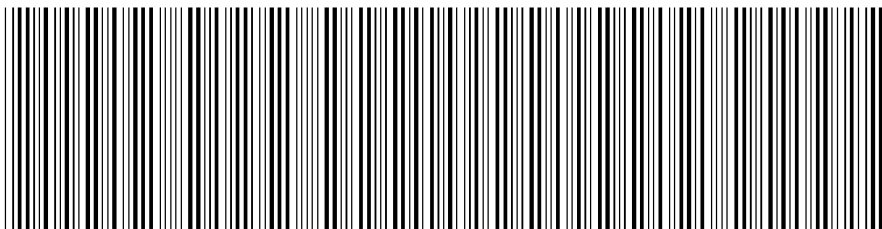
Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2023021300051002002E042A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 27

Document ID: 2023021300051002

Document Date: 02-09-2023

Preparation Date: 02-15-2023

Document Type: MORTGAGE

Document Page Count: 26

PRESENTER:

MADISON TITLE AGENCY, LLC
AS AGENT FOR WESTCOR LAND
1125 OCEAN AVENUE
LAKEWOOD, NJ 08701
732-905-9400
BAILAB@MADISONTITLE.COM

RETURN TO:

CAHILL, WILINSKI, RHODES & JOYCE, P.C.
89 HADDON AVENUE
SUITE A
HADDONFIELD, NY 08033
MTANY-183397 (HU) (TM)

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1734	61	Entire Lot	819 BEDFORD AVENUE
Property Type: 1-3 FAMILY WITH STORE / OFFICE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

MORTGAGOR/BORROWER:

819 MAZEL MIT BRUCHA LLC
51 FOREST RD STE 316-160
MONROE, NY 10950

MORTGAGEE/LENDER:

FIN WISE BANK
756 EAST WINCHESTER STREET, SUITE 100
MURRAY, UT 84107

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 2,928,000.00

Taxable Mortgage Amount: \$ 2,928,000.00

Exemption:

TAXES: County (Basic): \$ 14,640.00

City (Additional): \$ 32,940.00

Spec (Additional): \$ 7,320.00

TASF: \$ 0.00

MTA: \$ 8,784.00

NYCTA: \$ 18,300.00

Additional MRT: \$ 0.00

TOTAL: \$ 81,984.00

Recording Fee: \$ 167.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

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 02-16-2023 16:32

City Register File No.(CRFN):

2023000044780



Annette McMill

City Register Official Signature

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cahill, Wilinski, Rhodes & Joyce, P.C.
89 Haddon Avenue, Suite A
Haddonfield, New Jersey 08033

**MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (as the same may be modified, supplemented, amended or amended and restated from time to time, the "Mortgage"), made effective as of February 9, 2023, is given by **819 Mazel Mit Brucha LLC**, with an address at 819 Bedford Ave, Brooklyn, New York 11205, as mortgagor ("Mortgagor"), to **FinWise Bank** with an address at 756 East Winchester Street, Suite 100, Murray, Utah 84107 as mortgagee ("Mortgagee").

1. GRANT.

1.1 The Property. This property is improved by or will be improved by a primarily one family with one store or office building. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Mortgagor does hereby irrevocably and unconditionally grant, bargain, sell, alien, demise, convey, assign, transfer, mortgage, grant a security interest in, hypothecate, pledge and set over to Mortgagee, with power of sale, all right, title and interest which Mortgagor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) All that certain plot, piece or parcel of land known as **819 Bedford Ave a/k/a Block 1734, Lot 61 on the Tax Map of the Borough of Brooklyn, County of Kings, State of New York** and more particularly described in Exhibit A hereto (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

(c) All easements, rights of way, servitudes, privileges, interests, tenements, hereditaments, and appurtenances relating or appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all sewer,

water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

TO HAVE AND TO HOLD the above-described Property unto Mortgagee, its successors and assigns, in fee simple, forever, and to warrant and defend the title thereto.

1.2 Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under the New York Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Mortgagor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:

(a) Payment of all obligations of **Un Deux Trios USA Inc. d/b/a Lulu Children Wear and 819 Mazel Mit Brucha LLC** (collectively the "Obligor(s)") to Mortgagee arising under the following instrument(s) or agreement(s) (collectively, the "Debt Instrument"):

(i) A promissory note dated as of February 9, 2023, payable by Obligor(s) as makers in the stated principal amount of **Two Million Nine Hundred**

Twenty-Eight Thousand and 00/100 Dollars (\$2,928,000.00) to the order of Mortgagee.

This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which amends and restates or otherwise supersedes the Debt Instrument in its entirety;

(b) Payment and performance of all obligations of Mortgagor under this Mortgage;

(c) Payment and performance of all future advances and other obligations that Mortgagor (or any successor in interest to Mortgagor) or Obligor (if different from Mortgagor) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Mortgagee, when a writing signed by Mortgagor (or any successor in interest to Mortgagor) evidences said parties' agreement that such advance or obligation be secured by this Mortgage.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2.3 Maximum Principal Amount. NOTWITHSTANDING ANY PROVISION SET FORTH HEREIN OR IN THE DEBT INSTRUMENT AND ALL OTHER DOCUMENTS RELATING TO, GUARANTEEING OR OTHERWISE GIVEN IN CONNECTION WITH THE SECURED OBLIGATIONS (THE "LOAN DOCUMENTS") TO THE CONTRARY, THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT EXECUTION, OR WHICH UNDER ANY CONTINGENCY MAY BECOME SECURED HEREBY AT ANY TIME HEREAFTER, IS **TWO MILLION NINE HUNDRED TWENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$2,928,000.00)** PLUS ALL INTEREST PAYABLE UNDER THE DEBT INSTRUMENT AND ALL AMOUNTS EXPENDED BY MORTGAGEE AFTER DEFAULT BY OBLIGOR (A) FOR THE PAYMENT OF TAXES, CHARGES OR ASSESSMENTS WHICH MAY BE IMPOSED BY LEGAL REQUIREMENTS UPON THE PROPERTY; (B) TO MAINTAIN THE INSURANCE REQUIRED UNDER THIS MORTGAGE; (C) FOR ANY EXPENSES INCURRED IN MAINTAINING THE PROPERTY AND UPHOLDING THE LIEN OF THIS MORTGAGE, INCLUDING, BUT NOT LIMITED TO, THE EXPENSE OF ANY LITIGATION TO PROSECUTE OR DEFEND THE RIGHTS AND LIEN CREATED BY

THIS MORTGAGE, AND (D) FOR ANY AMOUNT, COST OR CHARGE TO WHICH MORTGAGEE BECOMES SUBROGATED, UPON PAYMENT, WHETHER UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

3.2 Grant of License. Notwithstanding the provisions of Paragraph 3.1, Mortgagee hereby confers upon Mortgagor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.

4. SECURITY INTEREST IN RELATED PERSONALTY.

4.1 Grant of Security Interest. This Mortgage is intended to be a security agreement pursuant to the New York Uniform Commercial Code for all items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the New York Uniform Commercial Code. Mortgagor grants to Mortgagee a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural

and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Mortgagor represents and warrants that Mortgagor lawfully possesses and holds good and marketable fee simple title to all of the Land and the Improvements.

5.2 Taxes, Assessments, Liens and Encumbrances. Mortgagor shall pay or cause to be paid prior to the due date therefor all taxes, levies, charges and assessments, now or hereafter levied, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Mortgagor shall immediately discharge any lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

5.3 Damages and Insurance and Condemnation Proceeds.

(a) Mortgagor hereby absolutely and irrevocably assigns to Mortgagee, and authorizes the payor to pay to Mortgagee, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of

any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Mortgagee; and

(iv) all interest which may accrue on any of the foregoing.

(b) Mortgagor shall immediately notify Mortgagee in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Mortgagee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Mortgagee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Mortgagor in adjusting any loss covered by insurance.

(c) All proceeds of the Claims assigned to Mortgagee under this Paragraph shall be paid to Mortgagee. In each instance, Mortgagee shall apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds, including attorneys' fees. Mortgagor further authorizes Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Mortgagee may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Mortgagor. If any proceeds are released to Mortgagor, Mortgagee shall not be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Mortgagee to be used to reimburse Mortgagor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of the proceeds on Mortgagee's approval of such plans and specifications prepared by an architect satisfactory to Mortgagee, contractor's cost estimates, architect's

certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require.

5.4 Insurance. Mortgagor shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Mortgagee in its reasonable judgment. At Mortgagee's request, Mortgagor shall provide Mortgagee with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Mortgagee, and shall be written only by companies approved by Mortgagee. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement and a standard "non-contributory mortgagee" endorsement, each in favor of Mortgagee.

5.5 Maintenance and Preservation of Property.

(a) Mortgagor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Mortgagor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Mortgagee's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Mortgagor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Mortgagee agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Paragraph 5.3.

(c) Mortgagor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Mortgagor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Mortgagor on the Property or any part of it under this Mortgage.

(d) If the Property is agricultural, Mortgagor shall farm the Property in a good and husbandlike manner. Mortgagor shall keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees or vines with new ones. Mortgagor shall prepare for harvest, harvest, remove and sell any crops growing on the Property. Mortgagor shall keep all buildings, fences, ditches, canals, wells and other farming improvements on the Property in first class condition, order and repair.

(e) Mortgagor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Mortgagor (or Obligor, if different from Mortgagor), for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee may from time to time and without notice:

- (a) release any person liable for payment of any Secured Obligation;
- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) alter, substitute or release any property securing the Secured Obligations;
- (e) consent to the making of any plat or map of the Property or any part of it;
- (f) join in granting any easement or creating any restriction affecting the Property;
- (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
- (h) release the Property or any part of it from the lien of this Mortgage.

5.7 Satisfaction of Mortgage. Upon Mortgagee's determination in its sole good faith discretion that all sums secured hereby have been indefeasibly paid in full and no further commitment to extend credit continues, Mortgagee shall execute and deliver a satisfaction of the Mortgage to Mortgagor or, upon Mortgagor's written request, an assignment of Mortgage in recordable form to a party designated by Mortgagor, which assignment shall be made without any representation or warranty by Mortgagee. Mortgagor shall pay Mortgagee's costs incurred in connection with such assignment of this Mortgage.

5.8 Compensation and Reimbursement of Costs and Expenses.

- (a) Mortgagor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this

Mortgage, including Mortgagee's providing a statement of the Secured Obligations. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses which may be incurred in rendering any such services.

(b) Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances which may be incurred or made by Mortgagee to protect or preserve the Property or to enforce any terms of this Mortgage, including the exercise of any rights or remedies afforded to Mortgagee under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs and disbursements, costs of any sale of the Property and any cost of any appraisal and evidence of title.

(c) Mortgagor shall pay all obligations arising under this Paragraph immediately upon demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification.

(a) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:

(i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage;

(ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage;

(iii) Mortgagee's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Mortgagor or any third party resulting from any act or omission of Mortgagee in operating or managing the Property upon exercise of the rights or remedies afforded Mortgagee under Paragraph 6.3, unless the loss is caused by the willful misconduct and bad faith of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(b) Mortgagor agrees to indemnify Mortgagee against and hold

Mortgagee harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of any appraisal or other evidence of value, and other costs and expenses which Mortgagee may suffer or incur in performing any act required or permitted by this Mortgage or by law or because of any failure of Mortgagor to perform any of its obligations. This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the satisfaction or partial release of this Mortgage.

5.10 Defense and Notice of Claims and Actions. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Representation and Warranty Regarding Hazardous Substances. Before signing this Mortgage, Mortgagor performed an environmental site assessment of, and researched and inquired into the previous uses and ownership of the Property. Based on that due diligence, Mortgagor represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Property, except as Mortgagor has disclosed to Mortgagee in writing. Mortgagor further represents and warrants that Mortgagor has complied, and will comply and cause all occupants of the Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). Mortgagor shall promptly, at Mortgagor's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. Mortgagor acknowledges that hazardous substances may permanently and materially impair the value and use of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

5.12 Site Visits, Observation and Testing. Mortgagee and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Mortgagor, to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing environmental samples, and conducting tests on any part of the Property. Mortgagor shall reimburse Mortgagee on demand for the costs of any such environmental investigation and testing. Mortgagee will make reasonable efforts during any site visit, observation or testing conducted pursuant this Paragraph to avoid interfering with Mortgagor's use of the Property. Mortgagee is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Mortgagee will be solely for the purposes of

protecting Mortgagee's security and preserving Mortgagee's rights under this Mortgage. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Mortgagor; (ii) impose any liability on Mortgagee; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Mortgagee has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Mortgagor or any other party, Mortgagor authorizes Mortgagee to make such a disclosure. Mortgagee may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Mortgagee's judgment. Mortgagor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Mortgagor by Mortgagee or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Mortgagor) by Mortgagor without advice or assistance from Mortgagee.

5.13 Additional Provisions Relating to Condominiums. If the Property is subject to a condominium declaration of conditions, covenants and restrictions recorded in the official records of the county in which the Property is located (the "Declaration"), the following provisions shall apply.

(a) The provisions contained in this Mortgage are obligations of Mortgagor in addition to Mortgagor's obligations under the Declaration with respect to similar matters, and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its obligations as unit owner under the Declaration.

(b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon unit owners under the Declaration, and if Mortgagor fails to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. Mortgagee may also take such action as it deems necessary or desirable to cure a default under the Declaration by Mortgagor or any other party occupying the unit(s) (a "Unit Occupant") encumbered by this Mortgage, upon receipt by Mortgagee from the condominium association under the Declaration (the "Association") of written notice of such default, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary to prevent or cure any default by Mortgagor or a Unit Occupant, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the rate (the "Demand Rate") of two percent (2%) in excess of the then current rate of interest under the Debt Instrument. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(c) At Mortgagee's request, Mortgagor will submit satisfactory evidence

of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(d) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner or by a Unit Occupant thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by Mortgagor or such Unit Occupant thereunder, and Mortgagor shall deliver to Mortgagee a true copy of each such notice.

(e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.

(f) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the unit owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the amount of common expenses and other assessments payable by Mortgagor as unit owner under the Declaration, (iv) the date to which all common expenses and other assessments have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor or a Unit Occupant under the Declaration and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.

(g) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.

(h) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(i) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the condominium(s)

encumbered by this Mortgage, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Declaration, the Association's bylaws or articles or any rules and regulations promulgated by the Association;

(iii) termination of professional management and assumption of self-management of the Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

5.13 Additional Provisions Relating to Condominiums. If the Property is subject to a condominium declaration of conditions, covenants and restrictions recorded in the official records of the county in which the Property is located (the "Declaration"), the following provisions shall apply.

(a) The provisions contained in this Mortgage are obligations of Mortgagor in addition to Mortgagor's obligations under the Declaration with respect to similar matters, and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its obligations as unit owner under the Declaration.

(b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon unit owners under the Declaration, and if Mortgagor fails to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. Mortgagee may also take such action as it deems necessary or desirable to cure a default under the Declaration by Mortgagor or any other party occupying the unit(s) (a "Unit Occupant") encumbered by this Mortgage, upon receipt by Mortgagee from the condominium association under the Declaration (the "Association") of written notice of such default, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary to prevent or cure any default by Mortgagor or a Unit Occupant, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the rate (the "Demand Rate") of two percent (2%) in excess of the then current rate of interest under the Debt Instrument. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(c) At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(d) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner or by a Unit Occupant thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by Mortgagor or such Unit Occupant thereunder, and Mortgagor shall deliver to Mortgagee a true copy of each such notice.

(e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.

(f) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the unit owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the amount of common expenses and other assessments payable by Mortgagor as unit owner under the Declaration, (iv) the date to which all common expenses and other assessments have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor or a Unit Occupant under the Declaration and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.

(g) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.

(h) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(i) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the condominium(s) encumbered by this Mortgage, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by

condemnation or eminent domain;

(ii) any amendment to any provision of the Declaration, the Association's bylaws or articles or any rules and regulations promulgated by the Association;

(iii) termination of professional management and assumption of self-management of the Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

6.1 Accelerating Transfers

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Mortgagor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. If Mortgagor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Mortgagor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the partnership interests. If Mortgagor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the voting power or in the aggregate more than fifty percent of the ownership of the economic interest in the Mortgagor.

(b) Mortgagor agrees that Mortgagor shall not make any Accelerating Transfer, unless the transfer is preceded by Mortgagee's express written consent to the particular transaction and transferee. Mortgagee may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Mortgagee in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Mortgagee may invoke any rights and remedies provided by Paragraph 6.3 of this Mortgage.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Mortgagee, shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Obligor fails to make any payment, when due, under the Debt Instrument (after giving effect to any applicable grace period), or any other default occurs

under and as defined in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations and such default continues beyond any applicable cure period;

(b) Mortgagor fails to make any payment or perform any obligation which arises under this Mortgage;

(c) Mortgagor makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1;

(d) Any representation or warranty made in connection with this Mortgage, the Secured Obligations, or in any Debt Instrument proves to have been false or misleading in any material respect when made;

(e) Any default occurs under any other mortgage on all or any part of the Property, or under any obligation secured by such mortgage, whether such mortgage is prior to or subordinate to this Mortgage; or

(f) An event occurs which gives Mortgagee the right or option to terminate any Swap Contract secured by this Mortgage.

6.3 Remedies. At any time after the occurrence of an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately, and/or may terminate any Swap Contract secured by this Mortgage in accordance with its terms.

(b) Mortgagee may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for all or any portion of the Property.

(c) Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Mortgagor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security or lien of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Mortgagor hereby irrevocably constitutes

and appoints Mortgagee as its attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee to exercise its rights under this Paragraph.

(d) Mortgagee may cure any breach or default of Mortgagor (without waiving such breach or default), and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.

(f) Mortgagee may exercise the remedies contained in any Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations.

(g) Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties.

(h) Mortgagee may foreclose on this Mortgage non-judicially pursuant to the provisions of Article 14 of the Real Property Actions and Proceedings Law of New York, as such provisions may be extended, renewed, modified or replaced from time to time.

6.4 Application of Sale Proceeds and Rents.

(a) Mortgagee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Mortgagee may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Mortgagee shall have no liability for any funds which it does not actually receive.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver or Cure.

(a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage:

(i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property;

(ii) Mortgagee collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Mortgagee receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies,

condemnation awards, or other claims, property or rights assigned to Mortgagee under this Mortgage;

(iv) Mortgagee makes a site visit, observes the Property and/or conducts tests thereon;

(v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Mortgagee or any receiver performs any act which it is empowered or authorized to perform under this Mortgage or invokes any right or remedy provided under this Mortgage.

7.2 Powers of Mortgagee. Mortgagee may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

7.3 Nonborrower Mortgagor.

(a) If any Mortgagor ("Nonborrower Mortgagor") is not the Obligor under the Debt Instrument described in Paragraph 2.1(a), such Nonborrower Mortgagor authorizes Mortgagee to perform any of the following acts at any time, all without notice to Nonborrower Mortgagor and without affecting Mortgagee's rights or Nonborrower Mortgagor's obligations under this Mortgage:

(i) Mortgagee may alter any terms of the Debt Instrument or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it;

(ii) Mortgagee may take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security;

(iii) Mortgagee may apply any security now or later held for the Debt Instrument in any order that Mortgagee in its sole discretion may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale;

(iv) Mortgagee may release Obligor of its liability for the Debt Instrument or any part of it;

(v) Mortgagee may substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and

(vi) Mortgagee may extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(b) Nonborrower Mortgagor waives:

(i) Any right it may have to require Mortgagee to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in Mortgagee's power to pursue;

(ii) Any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Nonborrower Mortgagor's obligations exceed or are more burdensome than those of Obligor;

(iii) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind;

(iv) Any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and

(v) Until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that the Mortgagee may have against Obligor, and all rights to participate in any security now or later to be held by Mortgagee for the Debt Instrument.

(c) Nonborrower Mortgagor assumes full responsibility for keeping informed of Obligor's financial condition and business operations and all other circumstances affecting Obligor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee shall have no duty to disclose to Nonborrower Mortgagor any information which Mortgagee may receive about Obligor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(d) No provision or waiver in this Mortgage shall be construed as limiting the generality of any other provision or waiver contained in this Mortgage.

(e) For purposes of this Paragraph 7.3, all references to the Debt Instrument shall also include any instrument or agreement executed by Obligor subsequent to the date of this Mortgage which is secured by this Mortgage in accordance with the provisions of Paragraphs 2.1(c) and 2.1(d).

7.4 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.

7.5 Joint and Several Liability. If Mortgagor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Mortgagor's obligations under this Mortgage.

7.6 Applicable Law. This Mortgage shall be governed by the laws of the State of New York.

7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

7.9 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of

specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.10 In-House Counsel Fees. Whenever Mortgagor is obligated to pay or reimburse Mortgagee for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel to the extent permitted by applicable law.

7.11 Waiver of Marshaling. Mortgagor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage. Each successor and assign of Mortgagor, including any holder of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.12 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.

7.13 Notices. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth above. That address is also the mailing address of Mortgagor as debtor under the Uniform Commercial Code. Mortgagee's address given above is the address for Mortgagee as secured party under the Uniform Commercial Code.

8. NEW YORK STATE SPECIFIC PROVISIONS

8.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Section 8 and the other provisions of this Mortgage, the terms and conditions of this Section 8 shall control.

8.2 Real Property Law Section 291-f. The provisions of this Mortgage and/or the Loan Documents restrict (in accordance with their terms) the right or power of the Mortgagor, as against the holder of this Mortgage, without such holder's consent, to cancel, abridge, or otherwise modify tenancies, subtenancies, leases or subleases in existence on the date hereof (the "Existing Leases"), and the tenants or subtenants thereunder, (the "Existing Tenants"), or to accept prepayments of installments of rent to become due under the Existing Leases. Mortgagee shall have all of the rights as against the Existing Tenants as set forth in Section 291-f of the Real Property Law of the State of New York. Mortgagor covenants and agrees to send to each Existing Tenant on the date hereof, either by recognized overnight courier or by certified or registered mail, return receipt requested (and to provide promptly to Mortgagee copies of such letters and receipts) notice of the existence of this Mortgage, together with a copy of this Paragraph 8.3. Any cancellation, abridgment, modification or prepayment made by any Existing Tenant of an Existing Lease in violation of the provisions of this Paragraph 8.3, after the written notice provided for herein, without the consent of Mortgagee shall be voidable by the holder of

the Mortgage, as such holder may elect.

8.3 Type of Property. Mortgagor represents and warrants that this Mortgage covers real property not principally improved by one or more structures containing in the aggregate six or more residential units, each bearing its own cooking facilities.

8.4 Section 254 of the RPL. In the event of any conflict, inconsistency or ambiguity between the provisions of the Loan Documents and the provisions of subsection 4 of Section 254 of the Real Property Law of New York, the provisions of the Loan Documents shall control.

8.5 Transfer Taxes.

(a) For as long as this Mortgage remains outstanding, Mortgagor covenants and agrees that, in the event of a sale of the Property or other Accelerating Transfer, it will duly complete, execute and deliver to Mortgagee contemporaneously with the submission to the applicable taxing authority or recording officer, all forms and supporting documentation required by such taxing authority or recording officer to estimate and fix any and all applicable state and local real estate Accelerating Transfer taxes, including, without limitation, any real estate transfer taxes payable under Article 31 of the New York State Tax Law or under Title 11, Chapter 21 of the Administrative Code of the City of New York, if applicable, or any successor provisions thereto (collectively, "Transfer Taxes") by reason of such sale or other Accelerating Transfer or recording of the deed evidencing such sale or other Accelerating Transfer.

(b) Mortgagor shall pay all Transfer Taxes that may hereafter become due and payable with respect to any Accelerating Transfer, and in default thereof Mortgagee may (but shall have no obligation to) pay the same and the amount of such payment shall be added to the Debt and, unless incurred in connection with a foreclosure of this Mortgage, be secured by this Mortgage. The provisions of this Paragraph 8.6(b) shall survive any Accelerating Transfer and the delivery of the deed in connection with any Accelerating Transfer.

8.6 Covenants in Addition to RPL. All covenants hereof shall be construed as affording to Mortgagee rights in addition to and not exclusive of the rights conferred under the provisions of Sections 254, 271, 272 and 291-f of the Real Property Law of the State of New York or any other applicable legal requirement.

8.7 Section 13 Lien Law Covenant. Mortgagor, in compliance with Section 13 of the Lien Law of the State of New York, will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvements to the Property before using any part of the total of the same for any other purpose. All extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property hereafter acquired by, or released to, the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Property or any part thereof, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other

act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the Granting Clause hereof, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as the Mortgagee may require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

8.8 Property Clause. This Mortgage does not cover real property principally improved or to be improved by one or more structures containing in the aggregate more than six (6) residential dwelling units, each having their own separate cooking facilities.

9. Small Business Administration Lien Provision. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

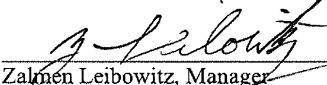
Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Mortgagor, Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

REST OF PAGE LEFT INTENTIONALLY BLANK
Signatures on Separate Page

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

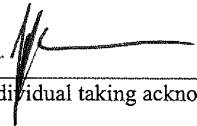
MORTGAGOR: **819 Mazel Mit Brucha LLC**

By: 
Zalmen Leibowitz, Manager

ACKNOWLEDGMENT

State of New York)
) ss.:
County of Kings)

On February 8, 2023 ,before me, the undersigned, personally appeared Zalmen Leibowitz, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person, or entity upon behalf of which the individual acted, executed the instrument.


(Signature and office of individual taking acknowledgment)

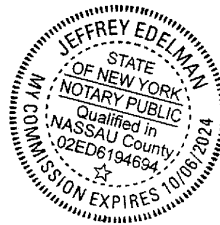


EXHIBIT A TO MORTGAGE

Exhibit A to MORTGAGE effective as of February 9, 2023, given by **819 Mazel Mit Brucha LLC** as "Mortgagor" to FinWise Bank, as "Mortgagee."

Description of Property

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Bedford Avenue distant 407 feet 9 inches northerly from the corner formed by the intersection of the easterly side of Bedford Avenue with the northerly side of Myrtle Avenue;

RUNNING THENCE easterly and parallel with Myrtle Avenue 100 feet;
THENCE northerly and parallel with Bedford Avenue 25 feet;

THENCE westerly and parallel with Myrtle Avenue 100 feet to the easterly side of Bedford Avenue;

THENCE southerly along Bedford Avenue 25 feet to the point or place of BEGINNING.

SAID premises being Lot 257 on the map of Garrett Nostrand filed August 1835.

NOTE: Being Block(s) 1734, Lot(s) 61, Tax Map of the Borough of Brooklyn, County of Kings.

NOTE: Lot and Block shown for informational purposes only.

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: MAZEL MIT BRUCHA 104 LLC	DOS ID: 6406436
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 02/16/2022	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 02/16/2022	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: ORANGE	NEXT STATEMENT DUE DATE: 02/29/2024
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: MAZEL MIT BRUCHA 104 LLC

Address: 51 FOREST RD. #316-160, MONROE, NY, UNITED STATES, 10950

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

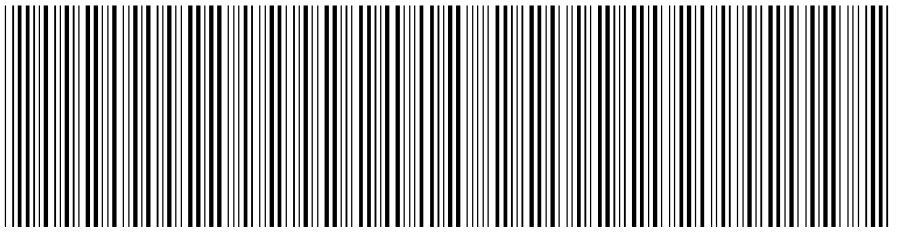
Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2022031100663001001E108C

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2022031100663001

Document Date: 03-07-2022

Preparation Date: 03-11-2022

Document Type: DEED

Document Page Count: 3

PRESENTER:

MADISON TITLE AGENCY, LLC
AS AGENT FOR WESTCOR LAND TITLE
1125 OCEAN AVENUE
LAKEWOOD, NJ 08701
732-905-9400
BAILAB@MADISONTITLE.COM

RETURN TO:

LAW OFFICE OF JEFFREY EDELMAN
2250 59TH STREETM SUITE 802
BROOKLYN, NY 11204
MTANY-171378 SG

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1734	62	Entire Lot	817 BEDFORD AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

MARIA IANNARELLI
817 BEDFORD AVENUE
BROOKLYN, NY 11205

GRANTEE/BUYER:

MAZEL MIT BRUCHA 104 LLC
51 FOREST ROAD # 316.160
MONROE, NY 10950

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: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 78,750.00

NYS Real Estate Transfer Tax:

\$ 19,500.00

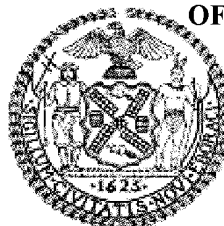
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 03-21-2022 12:50

City Register File No.(CRFN):

2022000119481



Annette McMill

City Register Official Signature

THIS INDENTURE, made the 7TH day of MARCH, 2022
BETWEEN

MARIA IANNARELLI, Personally and as Surviving spouse of Angelo Iannarelli, having an address at 817 Bedford Avenue, Brooklyn, New York 11205

party of the first part, and

MAZEL MIT BRUCHA 104 LLC, having an address at 51 Forest Road, Monroe, New York 10950

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule A attached hereto and made a part hereof.

Being and intended to be the same premises conveyed to the grantors herein by deed dated August 6, 1987 recorded September 14, 1987 in Reel 2089, Page 2266 in the Kings County Register's Office

SAID PREMISES being known as 817 Bedford Avenue, Brooklyn, New York and designated as Block 1734 and Lot 62 on the Kings County Land and Tax Map.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



MARIA IANNARELLI

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of NASSAU

ss:

State of New York, County of

ss:

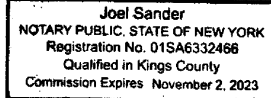
On the 2nd day of MARCH, in the year 2022
before me, the undersigned, personally appeared
MARIA IANNARELLI personally known to me or proved to me
on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their capacity(ies), and that by his/her/their signature(s)
on the instrument, the individual(s), or the person upon behalf of
which the individual(s) acted, executed the instrument.

On the _____ day of _____ in the year _____
before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument, and that such individual made such appearance before the undersigned in the

_____ in _____
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

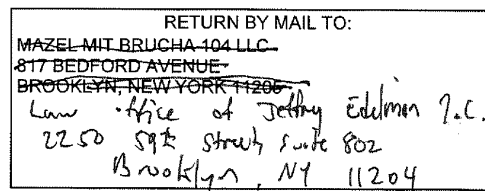
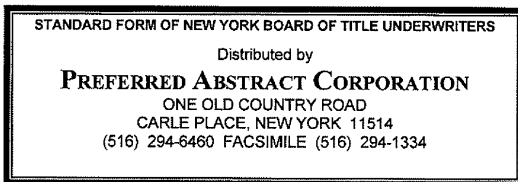
(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. _____
IANNARELLI
TO
MAZEL MIT BRUCHA 104 LLC

SECTION
BLOCK: 1734
LOT: 62
COUNTY OR TOWN:
STREET ADDRESS:
817 Bedford Avenue,
Brooklyn, New York

Recorded at Request of
PREFERRED ABSTRACT CORPORATION



Westcor Land Title Insurance Company

Title No.: MTANY-171378

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Bedford Avenue, distant 282 feet 3 inches southerly (along the same) from the corner formed by the intersection of the said easterly side of Bedford Avenue with the southerly side of Park Avenue;

RUNNING THENCE southerly along the said easterly side of Bedford Avenue, 25 feet;

THENCE easterly parallel with the said southerly side of Park Avenue, 100 feet;

THENCE northerly parallel with Bedford Avenue, 25 feet;

THENCE westerly parallel with said southerly side of Park Avenue, 100 feet to the easterly side of Bedford Avenue, the point or place of BEGINNING.

NOTE: Being Block(s) 1734, Lot(s) 62, Tax Map of the Borough of Brooklyn, County of Kings.

NOTE: Lot and Block shown for informational purposes only.

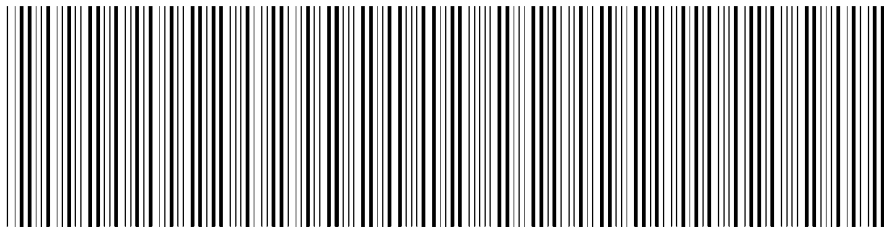
Insure

Issued by:
Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420

NY Report – Legal Description

171378/22

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022031100663001001SDE0D

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022031100663001

Document Date: 03-07-2022

Preparation Date: 03-11-2022

Document Type: DEED

ASSOCIATED TAX FORM ID: 2022022300003

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

1

RP - 5217 REAL PROPERTY TRANSFER REPORT

2

SMOKE DETECTOR AFFIDAVIT

1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 1734 LOT: 62
- (2) Property Address: 817 BEDFORD AVENUE, BROOKLYN, NY 11205
- (3) Owner's Name: MAZEL MIT BRUCHA 104 LLC
- Additional Name: _____

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: _____

Signature: _____

Date (mm/dd/yyyy) 3/7/12

Name and Title of Person Signing for Owner, if applicable: _____

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book C4. Page

OR

C5. CRFN



STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

1. Property Location	817	BEDFORD AVENUE	BROOKLYN	11205
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

2. Buyer Name	MAZEL MIT BRUCHA 104 LLC	
	LAST NAME / COMPANY	FIRST NAME

LAST NAME / COMPANY	FIRST NAME
---------------------	------------

3. **Tax Billing Address** Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

LAST NAME / COMPANY		FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

4B. Agricultural District Notice - N/A for NYC

5. Deed
Property
Size

FRONT FEET X DEPTH OR ACRES

7. New Construction on Vacant Land

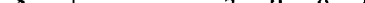
8. Seller Name	IANNARELLI		MARIA
	LAST NAME / COMPANY	FIRST NAME	

LAST NAME / COMPANY	FIRST NAME	

A	<input type="checkbox"/>	One Family Residential	C	<input type="checkbox"/>	Residential Vacant Land	E	<input checked="" type="checkbox"/>	Commercial	G	<input type="checkbox"/>	Entertainment / Amusement	I	<input type="checkbox"/>	Industrial
B	<input type="checkbox"/>	2 or 3 Family Residential	D	<input type="checkbox"/>	Non-Residential Vacant Land	F	<input type="checkbox"/>	Apartment	H	<input type="checkbox"/>	Community Service	J	<input type="checkbox"/>	Public Service

10. Sale Contract Date 12 / 10 / 2021
Month Day Year

11. Date of Sale / Transfer 3 / 7 / 2022
Month Day Year

12. Full Sale Price \$ 

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

A	<input type="checkbox"/>	Sale Between Relatives or Former Relatives
B	<input type="checkbox"/>	Sale Between Related Companies or Partners in Business
C	<input type="checkbox"/>	One of the Buyers is also a Seller
D	<input type="checkbox"/>	Buyer or Seller is Government Agency or Lending Institution
E	<input type="checkbox"/>	Deed Type not Warranty or Bargain and Sale (Specify Below)
F	<input type="checkbox"/>	Sale of Fractional or Less than Fee Interest (Specify Below)
G	<input type="checkbox"/>	Significant Change in Property Between Taxable Status and Sale Dates
H	<input type="checkbox"/>	Sale of Business is Included in Sale Price
I	<input type="checkbox"/>	Other Unusual Factors Affecting Sale Price (Specify Below)
J	<input checked="" type="checkbox"/>	None

15. Building Class G 9

16. Total Assessed Value (of all parcels in transfer) 1 0 8 9 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))

BROOKLYN 1734 62

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE <i>J. Salom</i>		DATE <i>3/2/20</i>	LAST NAME	FIRST NAME
51 FOREST ROAD # 316.160				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
	MONROE			
CITY OR TOWN	STATE NY	ZIP CODE 10950	SELLER SIGNATURE <i>Nelaria Annarella</i>	DATE <i>3/2/20</i>

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of Kings } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

817 BEDFORD AVENUE

Street Address Unit/Apt.

BROOKLYN

Borough

New York,

1734

Block

62

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

MANIA TUNNELLI

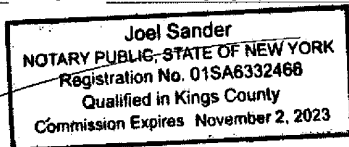
Name of Grantor (Type or Print)

Alicia Tunnelli

Signature of Grantor

Sworn to before me

this 7 day of March 2022



Mania Tunnelli

Name of Grantee (Type or Print)

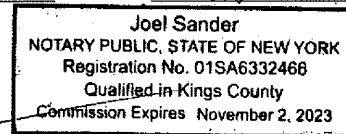
J. Tunnelli

Signature of Grantee

By: Rachel Tunnelli, parent

Sworn to before me

this 7 day of March 2022



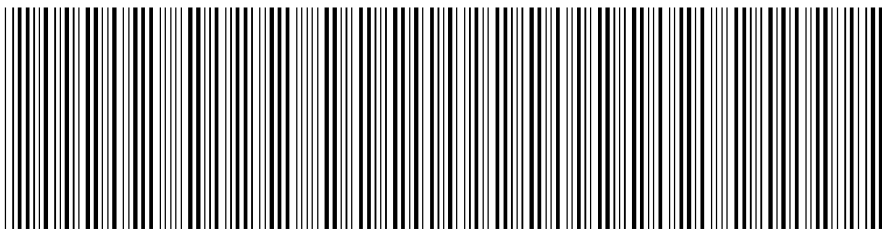
These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2022022300003101

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2023021300051002002E042A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 27

Document ID: 2023021300051002

Document Date: 02-09-2023

Preparation Date: 02-15-2023

Document Type: MORTGAGE

Document Page Count: 26

PRESENTER:

MADISON TITLE AGENCY, LLC
AS AGENT FOR WESTCOR LAND
1125 OCEAN AVENUE
LAKEWOOD, NJ 08701
732-905-9400
BAILAB@MADISONTITLE.COM

RETURN TO:

CAHILL, WILINSKI, RHODES & JOYCE, P.C.
89 HADDON AVENUE
SUITE A
HADDONFIELD, NY 08033
MTANY-183397 (HU) (TM)

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1734	61	Entire Lot	819 BEDFORD AVENUE
Property Type: 1-3 FAMILY WITH STORE / OFFICE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

MORTGAGOR/BORROWER:

819 MAZEL MIT BRUCHA LLC
51 FOREST RD STE 316-160
MONROE, NY 10950

MORTGAGEE/LENDER:

FIN WISE BANK
756 EAST WINCHESTER STREET, SUITE 100
MURRAY, UT 84107

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 2,928,000.00

Taxable Mortgage Amount: \$ 2,928,000.00

Exemption:

TAXES: County (Basic): \$ 14,640.00

City (Additional): \$ 32,940.00

Spec (Additional): \$ 7,320.00

TASF: \$ 0.00

MTA: \$ 8,784.00

NYCTA: \$ 18,300.00

Additional MRT: \$ 0.00

TOTAL: \$ 81,984.00

Recording Fee: \$ 167.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

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 02-16-2023 16:32

City Register File No.(CRFN):

2023000044780



Annette McMill

City Register Official Signature

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cahill, Wilinski, Rhodes & Joyce, P.C.
89 Haddon Avenue, Suite A
Haddonfield, New Jersey 08033

**MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (as the same may be modified, supplemented, amended or amended and restated from time to time, the "Mortgage"), made effective as of February 9, 2023, is given by **819 Mazel Mit Brucha LLC**, with an address at 819 Bedford Ave, Brooklyn, New York 11205, as mortgagor ("Mortgagor"), to **FinWise Bank** with an address at 756 East Winchester Street, Suite 100, Murray, Utah 84107 as mortgagee ("Mortgagee").

1. GRANT.

1.1 The Property. This property is improved by or will be improved by a primarily one family with one store or office building. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Mortgagor does hereby irrevocably and unconditionally grant, bargain, sell, alien, demise, convey, assign, transfer, mortgage, grant a security interest in, hypothecate, pledge and set over to Mortgagee, with power of sale, all right, title and interest which Mortgagor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) All that certain plot, piece or parcel of land known as **819 Bedford Ave a/k/a Block 1734, Lot 61 on the Tax Map of the Borough of Brooklyn, County of Kings, State of New York** and more particularly described in Exhibit A hereto (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

(c) All easements, rights of way, servitudes, privileges, interests, tenements, hereditaments, and appurtenances relating or appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all sewer,

water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

TO HAVE AND TO HOLD the above-described Property unto Mortgagee, its successors and assigns, in fee simple, forever, and to warrant and defend the title thereto.

1.2 Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under the New York Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Mortgagor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:

(a) Payment of all obligations of **Un Deux Trios USA Inc. d/b/a Lulu Children Wear and 819 Mazel Mit Brucha LLC** (collectively the "Obligor(s)") to Mortgagee arising under the following instrument(s) or agreement(s) (collectively, the "Debt Instrument"):

(i) A promissory note dated as of February 9, 2023, payable by Obligors as makers in the stated principal amount of **Two Million Nine Hundred**

Twenty-Eight Thousand and 00/100 Dollars (\$2,928,000.00) to the order of Mortgagee.

This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which amends and restates or otherwise supersedes the Debt Instrument in its entirety;

(b) Payment and performance of all obligations of Mortgagor under this Mortgage;

(c) Payment and performance of all future advances and other obligations that Mortgagor (or any successor in interest to Mortgagor) or Obligor (if different from Mortgagor) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Mortgagee, when a writing signed by Mortgagor (or any successor in interest to Mortgagor) evidences said parties' agreement that such advance or obligation be secured by this Mortgage.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2.3 Maximum Principal Amount. NOTWITHSTANDING ANY PROVISION SET FORTH HEREIN OR IN THE DEBT INSTRUMENT AND ALL OTHER DOCUMENTS RELATING TO, GUARANTEEING OR OTHERWISE GIVEN IN CONNECTION WITH THE SECURED OBLIGATIONS (THE "LOAN DOCUMENTS") TO THE CONTRARY, THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT EXECUTION, OR WHICH UNDER ANY CONTINGENCY MAY BECOME SECURED HEREBY AT ANY TIME HEREAFTER, IS **TWO MILLION NINE HUNDRED TWENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$2,928,000.00)** PLUS ALL INTEREST PAYABLE UNDER THE DEBT INSTRUMENT AND ALL AMOUNTS EXPENDED BY MORTGAGEE AFTER DEFAULT BY OBLIGOR (A) FOR THE PAYMENT OF TAXES, CHARGES OR ASSESSMENTS WHICH MAY BE IMPOSED BY LEGAL REQUIREMENTS UPON THE PROPERTY; (B) TO MAINTAIN THE INSURANCE REQUIRED UNDER THIS MORTGAGE; (C) FOR ANY EXPENSES INCURRED IN MAINTAINING THE PROPERTY AND UPHOLDING THE LIEN OF THIS MORTGAGE, INCLUDING, BUT NOT LIMITED TO, THE EXPENSE OF ANY LITIGATION TO PROSECUTE OR DEFEND THE RIGHTS AND LIEN CREATED BY

THIS MORTGAGE, AND (D) FOR ANY AMOUNT, COST OR CHARGE TO WHICH MORTGAGEE BECOMES SUBROGATED, UPON PAYMENT, WHETHER UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

3.2 Grant of License. Notwithstanding the provisions of Paragraph 3.1, Mortgagee hereby confers upon Mortgagor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.

4. SECURITY INTEREST IN RELATED PERSONALTY.

4.1 Grant of Security Interest. This Mortgage is intended to be a security agreement pursuant to the New York Uniform Commercial Code for all items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the New York Uniform Commercial Code. Mortgagor grants to Mortgagee a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural

and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Mortgagor represents and warrants that Mortgagor lawfully possesses and holds good and marketable fee simple title to all of the Land and the Improvements.

5.2 Taxes, Assessments, Liens and Encumbrances. Mortgagor shall pay or cause to be paid prior to the due date therefor all taxes, levies, charges and assessments, now or hereafter levied, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Mortgagor shall immediately discharge any lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

5.3 Damages and Insurance and Condemnation Proceeds.

(a) Mortgagor hereby absolutely and irrevocably assigns to Mortgagee, and authorizes the payor to pay to Mortgagee, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of

any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Mortgagee; and

(iv) all interest which may accrue on any of the foregoing.

(b) Mortgagor shall immediately notify Mortgagee in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Mortgagee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Mortgagee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Mortgagor in adjusting any loss covered by insurance.

(c) All proceeds of the Claims assigned to Mortgagee under this Paragraph shall be paid to Mortgagee. In each instance, Mortgagee shall apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds, including attorneys' fees. Mortgagor further authorizes Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Mortgagee may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Mortgagor. If any proceeds are released to Mortgagor, Mortgagee shall not be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Mortgagee to be used to reimburse Mortgagor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of the proceeds on Mortgagee's approval of such plans and specifications prepared by an architect satisfactory to Mortgagee, contractor's cost estimates, architect's

certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require.

5.4 Insurance. Mortgagor shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Mortgagee in its reasonable judgment. At Mortgagee's request, Mortgagor shall provide Mortgagee with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Mortgagee, and shall be written only by companies approved by Mortgagee. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement and a standard "non-contributory mortgagee" endorsement, each in favor of Mortgagee.

5.5 Maintenance and Preservation of Property.

(a) Mortgagor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Mortgagor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Mortgagee's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Mortgagor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Mortgagee agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Paragraph 5.3.

(c) Mortgagor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Mortgagor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Mortgagor on the Property or any part of it under this Mortgage.

(d) If the Property is agricultural, Mortgagor shall farm the Property in a good and husbandlike manner. Mortgagor shall keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees or vines with new ones. Mortgagor shall prepare for harvest, harvest, remove and sell any crops growing on the Property. Mortgagor shall keep all buildings, fences, ditches, canals, wells and other farming improvements on the Property in first class condition, order and repair.

(e) Mortgagor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Mortgagor (or Obligor, if different from Mortgagor), for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee may from time to time and without notice:

- (a) release any person liable for payment of any Secured Obligation;
- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) alter, substitute or release any property securing the Secured Obligations;
- (e) consent to the making of any plat or map of the Property or any part of it;
- (f) join in granting any easement or creating any restriction affecting the Property;
- (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
- (h) release the Property or any part of it from the lien of this Mortgage.

5.7 Satisfaction of Mortgage. Upon Mortgagee's determination in its sole good faith discretion that all sums secured hereby have been indefeasibly paid in full and no further commitment to extend credit continues, Mortgagee shall execute and deliver a satisfaction of the Mortgage to Mortgagor or, upon Mortgagor's written request, an assignment of Mortgage in recordable form to a party designated by Mortgagor, which assignment shall be made without any representation or warranty by Mortgagee. Mortgagor shall pay Mortgagee's costs incurred in connection with such assignment of this Mortgage.

5.8 Compensation and Reimbursement of Costs and Expenses.

- (a) Mortgagor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this

Mortgage, including Mortgagee's providing a statement of the Secured Obligations. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses which may be incurred in rendering any such services.

(b) Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances which may be incurred or made by Mortgagee to protect or preserve the Property or to enforce any terms of this Mortgage, including the exercise of any rights or remedies afforded to Mortgagee under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs and disbursements, costs of any sale of the Property and any cost of any appraisal and evidence of title.

(c) Mortgagor shall pay all obligations arising under this Paragraph immediately upon demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification.

(a) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:

(i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage;

(ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage;

(iii) Mortgagee's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Mortgagor or any third party resulting from any act or omission of Mortgagee in operating or managing the Property upon exercise of the rights or remedies afforded Mortgagee under Paragraph 6.3, unless the loss is caused by the willful misconduct and bad faith of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(b) Mortgagor agrees to indemnify Mortgagee against and hold

Mortgagee harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of any appraisal or other evidence of value, and other costs and expenses which Mortgagee may suffer or incur in performing any act required or permitted by this Mortgage or by law or because of any failure of Mortgagor to perform any of its obligations. This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the satisfaction or partial release of this Mortgage.

5.10 Defense and Notice of Claims and Actions. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Representation and Warranty Regarding Hazardous Substances. Before signing this Mortgage, Mortgagor performed an environmental site assessment of, and researched and inquired into the previous uses and ownership of the Property. Based on that due diligence, Mortgagor represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Property, except as Mortgagor has disclosed to Mortgagee in writing. Mortgagor further represents and warrants that Mortgagor has complied, and will comply and cause all occupants of the Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). Mortgagor shall promptly, at Mortgagor's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. Mortgagor acknowledges that hazardous substances may permanently and materially impair the value and use of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

5.12 Site Visits, Observation and Testing. Mortgagee and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Mortgagor, to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing environmental samples, and conducting tests on any part of the Property. Mortgagor shall reimburse Mortgagee on demand for the costs of any such environmental investigation and testing. Mortgagee will make reasonable efforts during any site visit, observation or testing conducted pursuant this Paragraph to avoid interfering with Mortgagor's use of the Property. Mortgagee is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Mortgagee will be solely for the purposes of

protecting Mortgagee's security and preserving Mortgagee's rights under this Mortgage. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Mortgagor; (ii) impose any liability on Mortgagee; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Mortgagee has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Mortgagor or any other party, Mortgagor authorizes Mortgagee to make such a disclosure. Mortgagee may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Mortgagee's judgment. Mortgagor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Mortgagor by Mortgagee or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Mortgagor) by Mortgagor without advice or assistance from Mortgagee.

5.13 Additional Provisions Relating to Condominiums. If the Property is subject to a condominium declaration of conditions, covenants and restrictions recorded in the official records of the county in which the Property is located (the "Declaration"), the following provisions shall apply.

(a) The provisions contained in this Mortgage are obligations of Mortgagor in addition to Mortgagor's obligations under the Declaration with respect to similar matters, and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its obligations as unit owner under the Declaration.

(b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon unit owners under the Declaration, and if Mortgagor fails to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. Mortgagee may also take such action as it deems necessary or desirable to cure a default under the Declaration by Mortgagor or any other party occupying the unit(s) (a "Unit Occupant") encumbered by this Mortgage, upon receipt by Mortgagee from the condominium association under the Declaration (the "Association") of written notice of such default, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary to prevent or cure any default by Mortgagor or a Unit Occupant, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the rate (the "Demand Rate") of two percent (2%) in excess of the then current rate of interest under the Debt Instrument. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(c) At Mortgagee's request, Mortgagor will submit satisfactory evidence

of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(d) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner or by a Unit Occupant thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by Mortgagor or such Unit Occupant thereunder, and Mortgagor shall deliver to Mortgagee a true copy of each such notice.

(e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.

(f) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the unit owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the amount of common expenses and other assessments payable by Mortgagor as unit owner under the Declaration, (iv) the date to which all common expenses and other assessments have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor or a Unit Occupant under the Declaration and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.

(g) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.

(h) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(i) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the condominium(s)

encumbered by this Mortgage, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Declaration, the Association's bylaws or articles or any rules and regulations promulgated by the Association;

(iii) termination of professional management and assumption of self-management of the Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

5.13 Additional Provisions Relating to Condominiums. If the Property is subject to a condominium declaration of conditions, covenants and restrictions recorded in the official records of the county in which the Property is located (the "Declaration"), the following provisions shall apply.

(a) The provisions contained in this Mortgage are obligations of Mortgagor in addition to Mortgagor's obligations under the Declaration with respect to similar matters, and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its obligations as unit owner under the Declaration.

(b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon unit owners under the Declaration, and if Mortgagor fails to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. Mortgagee may also take such action as it deems necessary or desirable to cure a default under the Declaration by Mortgagor or any other party occupying the unit(s) (a "Unit Occupant") encumbered by this Mortgage, upon receipt by Mortgagee from the condominium association under the Declaration (the "Association") of written notice of such default, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary to prevent or cure any default by Mortgagor or a Unit Occupant, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the rate (the "Demand Rate") of two percent (2%) in excess of the then current rate of interest under the Debt Instrument. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(c) At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(d) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner or by a Unit Occupant thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by Mortgagor or such Unit Occupant thereunder, and Mortgagor shall deliver to Mortgagee a true copy of each such notice.

(e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.

(f) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the unit owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the amount of common expenses and other assessments payable by Mortgagor as unit owner under the Declaration, (iv) the date to which all common expenses and other assessments have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor or a Unit Occupant under the Declaration and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.

(g) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.

(h) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(i) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the condominium(s) encumbered by this Mortgage, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by

condemnation or eminent domain;

(ii) any amendment to any provision of the Declaration, the Association's bylaws or articles or any rules and regulations promulgated by the Association;

(iii) termination of professional management and assumption of self-management of the Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

6.1 Accelerating Transfers

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Mortgagor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. If Mortgagor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Mortgagor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the partnership interests. If Mortgagor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the voting power or in the aggregate more than fifty percent of the ownership of the economic interest in the Mortgagor.

(b) Mortgagor agrees that Mortgagor shall not make any Accelerating Transfer, unless the transfer is preceded by Mortgagee's express written consent to the particular transaction and transferee. Mortgagee may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Mortgagee in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Mortgagee may invoke any rights and remedies provided by Paragraph 6.3 of this Mortgage.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Mortgagee, shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Obligor fails to make any payment, when due, under the Debt Instrument (after giving effect to any applicable grace period), or any other default occurs

under and as defined in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations and such default continues beyond any applicable cure period;

(b) Mortgagor fails to make any payment or perform any obligation which arises under this Mortgage;

(c) Mortgagor makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1;

(d) Any representation or warranty made in connection with this Mortgage, the Secured Obligations, or in any Debt Instrument proves to have been false or misleading in any material respect when made;

(e) Any default occurs under any other mortgage on all or any part of the Property, or under any obligation secured by such mortgage, whether such mortgage is prior to or subordinate to this Mortgage; or

(f) An event occurs which gives Mortgagee the right or option to terminate any Swap Contract secured by this Mortgage.

6.3 Remedies. At any time after the occurrence of an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately, and/or may terminate any Swap Contract secured by this Mortgage in accordance with its terms.

(b) Mortgagee may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for all or any portion of the Property.

(c) Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Mortgagor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security or lien of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Mortgagor hereby irrevocably constitutes

and appoints Mortgagee as its attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee to exercise its rights under this Paragraph.

(d) Mortgagee may cure any breach or default of Mortgagor (without waiving such breach or default), and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Mortgage.

(f) Mortgagee may exercise the remedies contained in any Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations.

(g) Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties.

(h) Mortgagee may foreclose on this Mortgage non-judicially pursuant to the provisions of Article 14 of the Real Property Actions and Proceedings Law of New York, as such provisions may be extended, renewed, modified or replaced from time to time.

6.4 Application of Sale Proceeds and Rents.

(a) Mortgagee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Mortgagee may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Mortgagee shall have no liability for any funds which it does not actually receive.

7. MISCELLANEOUS PROVISIONS

7.1 No Waiver or Cure.

(a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage:

(i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property;

(ii) Mortgagee collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Mortgagee receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies,

condemnation awards, or other claims, property or rights assigned to Mortgagee under this Mortgage;

(iv) Mortgagee makes a site visit, observes the Property and/or conducts tests thereon;

(v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Mortgagee or any receiver performs any act which it is empowered or authorized to perform under this Mortgage or invokes any right or remedy provided under this Mortgage.

7.2 Powers of Mortgagee. Mortgagee may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

7.3 Nonborrower Mortgagor.

(a) If any Mortgagor ("Nonborrower Mortgagor") is not the Obligor under the Debt Instrument described in Paragraph 2.1(a), such Nonborrower Mortgagor authorizes Mortgagee to perform any of the following acts at any time, all without notice to Nonborrower Mortgagor and without affecting Mortgagee's rights or Nonborrower Mortgagor's obligations under this Mortgage:

(i) Mortgagee may alter any terms of the Debt Instrument or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it;

(ii) Mortgagee may take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security;

(iii) Mortgagee may apply any security now or later held for the Debt Instrument in any order that Mortgagee in its sole discretion may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale;

(iv) Mortgagee may release Obligor of its liability for the Debt Instrument or any part of it;

(v) Mortgagee may substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and

(vi) Mortgagee may extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(b) Nonborrower Mortgagor waives:

(i) Any right it may have to require Mortgagee to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in Mortgagee's power to pursue;

(ii) Any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Nonborrower Mortgagor's obligations exceed or are more burdensome than those of Obligor;

(iii) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind;

(iv) Any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and

(v) Until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that the Mortgagee may have against Obligor, and all rights to participate in any security now or later to be held by Mortgagee for the Debt Instrument.

(c) Nonborrower Mortgagor assumes full responsibility for keeping informed of Obligor's financial condition and business operations and all other circumstances affecting Obligor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee shall have no duty to disclose to Nonborrower Mortgagor any information which Mortgagee may receive about Obligor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(d) No provision or waiver in this Mortgage shall be construed as limiting the generality of any other provision or waiver contained in this Mortgage.

(e) For purposes of this Paragraph 7.3, all references to the Debt Instrument shall also include any instrument or agreement executed by Obligor subsequent to the date of this Mortgage which is secured by this Mortgage in accordance with the provisions of Paragraphs 2.1(c) and 2.1(d).

7.4 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.

7.5 Joint and Several Liability. If Mortgagor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Mortgagor's obligations under this Mortgage.

7.6 Applicable Law. This Mortgage shall be governed by the laws of the State of New York.

7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.8 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

7.9 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of

specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.10 In-House Counsel Fees. Whenever Mortgagor is obligated to pay or reimburse Mortgagee for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel to the extent permitted by applicable law.

7.11 Waiver of Marshaling. Mortgagor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage. Each successor and assign of Mortgagor, including any holder of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.12 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.

7.13 Notices. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth above. That address is also the mailing address of Mortgagor as debtor under the Uniform Commercial Code. Mortgagee's address given above is the address for Mortgagee as secured party under the Uniform Commercial Code.

8. NEW YORK STATE SPECIFIC PROVISIONS

8.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Section 8 and the other provisions of this Mortgage, the terms and conditions of this Section 8 shall control.

8.2 Real Property Law Section 291-f. The provisions of this Mortgage and/or the Loan Documents restrict (in accordance with their terms) the right or power of the Mortgagor, as against the holder of this Mortgage, without such holder's consent, to cancel, abridge, or otherwise modify tenancies, subtenancies, leases or subleases in existence on the date hereof (the "Existing Leases"), and the tenants or subtenants thereunder, (the "Existing Tenants"), or to accept prepayments of installments of rent to become due under the Existing Leases. Mortgagee shall have all of the rights as against the Existing Tenants as set forth in Section 291-f of the Real Property Law of the State of New York. Mortgagor covenants and agrees to send to each Existing Tenant on the date hereof, either by recognized overnight courier or by certified or registered mail, return receipt requested (and to provide promptly to Mortgagee copies of such letters and receipts) notice of the existence of this Mortgage, together with a copy of this Paragraph 8.3. Any cancellation, abridgment, modification or prepayment made by any Existing Tenant of an Existing Lease in violation of the provisions of this Paragraph 8.3, after the written notice provided for herein, without the consent of Mortgagee shall be voidable by the holder of

the Mortgage, as such holder may elect.

8.3 Type of Property. Mortgagor represents and warrants that this Mortgage covers real property not principally improved by one or more structures containing in the aggregate six or more residential units, each bearing its own cooking facilities.

8.4 Section 254 of the RPL. In the event of any conflict, inconsistency or ambiguity between the provisions of the Loan Documents and the provisions of subsection 4 of Section 254 of the Real Property Law of New York, the provisions of the Loan Documents shall control.

8.5 Transfer Taxes.

(a) For as long as this Mortgage remains outstanding, Mortgagor covenants and agrees that, in the event of a sale of the Property or other Accelerating Transfer, it will duly complete, execute and deliver to Mortgagee contemporaneously with the submission to the applicable taxing authority or recording officer, all forms and supporting documentation required by such taxing authority or recording officer to estimate and fix any and all applicable state and local real estate Accelerating Transfer taxes, including, without limitation, any real estate transfer taxes payable under Article 31 of the New York State Tax Law or under Title 11, Chapter 21 of the Administrative Code of the City of New York, if applicable, or any successor provisions thereto (collectively, "Transfer Taxes") by reason of such sale or other Accelerating Transfer or recording of the deed evidencing such sale or other Accelerating Transfer.

(b) Mortgagor shall pay all Transfer Taxes that may hereafter become due and payable with respect to any Accelerating Transfer, and in default thereof Mortgagee may (but shall have no obligation to) pay the same and the amount of such payment shall be added to the Debt and, unless incurred in connection with a foreclosure of this Mortgage, be secured by this Mortgage. The provisions of this Paragraph 8.6(b) shall survive any Accelerating Transfer and the delivery of the deed in connection with any Accelerating Transfer.

8.6 Covenants in Addition to RPL. All covenants hereof shall be construed as affording to Mortgagee rights in addition to and not exclusive of the rights conferred under the provisions of Sections 254, 271, 272 and 291-f of the Real Property Law of the State of New York or any other applicable legal requirement.

8.7 Section 13 Lien Law Covenant. Mortgagor, in compliance with Section 13 of the Lien Law of the State of New York, will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvements to the Property before using any part of the total of the same for any other purpose. All extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property hereafter acquired by, or released to, the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Property or any part thereof, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other

act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the Granting Clause hereof, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as the Mortgagee may require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

8.8 Property Clause. This Mortgage does not cover real property principally improved or to be improved by one or more structures containing in the aggregate more than six (6) residential dwelling units, each having their own separate cooking facilities.

9. Small Business Administration Lien Provision. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

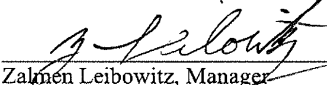
Mortgagee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Mortgagor, Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

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Signatures on Separate Page

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

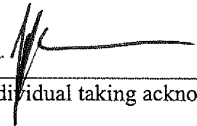
MORTGAGOR: **819 Mazel Mit Brucha LLC**

By: 
Zalmen Leibowitz, Manager

ACKNOWLEDGMENT

State of New York)
) ss.:
County of Kings)

On February 8, 2023 ,before me, the undersigned, personally appeared Zalmen Leibowitz, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person, or entity upon behalf of which the individual acted, executed the instrument.


(Signature and office of individual taking acknowledgment)

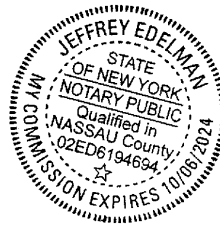


EXHIBIT A TO MORTGAGE

Exhibit A to MORTGAGE effective as of February 9, 2023, given by **819 Mazel Mit Brucha LLC** as "Mortgagor" to FinWise Bank, as "Mortgagee."

Description of Property

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Bedford Avenue distant 407 feet 9 inches northerly from the corner formed by the intersection of the easterly side of Bedford Avenue with the northerly side of Myrtle Avenue;

RUNNING THENCE easterly and parallel with Myrtle Avenue 100 feet;
THENCE northerly and parallel with Bedford Avenue 25 feet;

THENCE westerly and parallel with Myrtle Avenue 100 feet to the easterly side of Bedford Avenue;

THENCE southerly along Bedford Avenue 25 feet to the point or place of BEGINNING.

SAID premises being Lot 257 on the map of Garrett Nostrand filed August 1835.

NOTE: Being Block(s) 1734, Lot(s) 61, Tax Map of the Borough of Brooklyn, County of Kings.

NOTE: Lot and Block shown for informational purposes only.

**819 Mazel Mit Brucha LLC;
Mazel Mit Brucha 104 LLC
51 Forest Road, #316-160
Monroe, New York 10950**

August 22, 2023

RE: Reciprocal Site Access Agreement to Perform Brownfield Cleanup Program Work
817-819 Bedford Avenue Development Site
817-819 Bedford Avenue
Brooklyn, NY 11205
Kings County Block 1734, Lots 61 and 62

Dear Sir or Madam:

The above-referenced property consists of two separate tax parcels owned by two separate entities located in Brooklyn, New York that will be jointly seeking entry into the New York State Brownfield Cleanup Program ("BCP") to collectively redevelop the above-referenced property (the "BCP Project"). 819 Mazel Mit Brucha LLC owns the property located at 819 Bedford Avenue, Brooklyn, NY 11205 (Tax Block 1734, Lot 61) and Mazel Mit Brucha 104 LLC owns the property at 817 Bedford Avenue (Tax Block 1734, Lot 62). 819 Mazel Mit Brucha LLC and Mazel Mit Brucha 104 LLC are referred to herein individually as the "Owner" and collectively as the "Owners".


The Owners are required to confirm reciprocal access to each of the lots referenced above to apply to participate in and perform any obligations under the BCP. This agreement constitutes written proof of permission from each Owner to access the other's property referenced above (for avoidance of doubt, this written access is limited to reciprocal access on Kings County Block 1734, Lots 61 and 62) throughout the term of the BCP Project, in order to perform the required site investigation and remedial work, and to place an environmental easement on the property, if required; Owners further understand that they will also need to provide access to the New York State Department of Environmental Conservation ("NYSDEC") and environmental professionals that have been hired to perform any investigation and remedial work under the BCP (the "BCP Work").

By execution of this reciprocal site access agreement, the undersigned are hereby allowing access for the purposes stated herein.

[Signatures on following page]

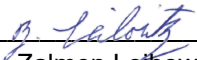
As the Owner of the property known as Tax Block 1734, Lot 61, I agree to allow Mazel Mit Brucha 104 LLC access to Tax Block 1734, Lot 61 to perform the required BCP Work.

819 Mazel Mit Brucha LLC

Signature: 
Name (Print): Zalmen Leibowitz
Title: Owner
Date: 8/24/2023

As the Owner of the property known as Tax Block 1734, Lot 62, I agree to allow 819 Mazel Mit Brucha LLC access to Tax Block 1734, Lot 62 to perform the required BCP Work.

Mazel Mit Brucha 104 LLC

Signature: 
Name (Print): Zalmen Leibowitz
Title: Owner
Date: 8/24/2023

[Signature Page]

819 MAZEL MIT BRUCHA LLC AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS

The undersigned, being the sole member of 819 Mazel Mit Brucha LLC, a New York limited liability company (the "Company") hereby certify as of August 22, 2023, as follows and adopt the following resolutions and authorize the Company to authorize and direct _____ (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 819 Bedford Avenue, Brooklyn, New York, Block 1734 Lot 61 (the "Property" or the "Site").

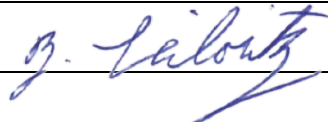
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, file related documents with the New York State Department of Environmental Conservation ("DEC") pursuant to the BCP, including, but not limited to an environmental easement and notice of certificate of completion; and undertake environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA and/or subsequent amendments, and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Zalmen Leibowitz	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on August 22, 2023.

MEMBERS:

A handwritten signature in blue ink, appearing to read "J. Laloutz". The signature is written in a cursive style with a long, sweeping underline.

MAZEL MIT BRUCHA 104 LLC AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS

The undersigned, being the sole member of Mazel Mit Brucha 104 LLC, a New York limited liability company (the "Company") hereby certify as of August 22, 2023, as follows and adopt the following resolutions and authorize the Company to authorize and direct _____ (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 817 Bedford Avenue, Brooklyn, New York, Block 1734 Lot 62 (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, file related documents with the New York State Department of Environmental Conservation ("DEC") pursuant to the BCP, including, but not limited to an environmental easement and notice of certificate of completion; and undertake environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA and/or subsequent amendments, and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Zalmen Leibowitz	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on August 22, 2023.

MEMBERS:

A handwritten signature in blue ink, appearing to read "J. Lalou". The signature is fluid and cursive, with a long horizontal stroke at the end.

ATTACHMENT F

Section VI: REQUESTOR ELIGIBILITY INFORMATION

SECTION VI: REQUESTOR ELIGIBILITY INFORMATION

Volunteer Status

The Requestors, 819 Mazel MitBrucha LLC and Mazel Mit Brucha 104 LLC, qualify as a “Volunteer” in accordance with ECL 27-1405(1) since their liability arises solely from ownership after disposal of contamination occurred at the Site. Further, the Requestors have taken reasonable steps to stop continuing releases, prevent future threatened releases, and prevent or limit exposure to the contamination since they took ownership of the Site.

For Lot 61, Requestor 819 Mazel Mit Brucha, took ownership of Lot 61 (819 Bedford Avenue) on 9 February 2023. Prior to purchasing the property, a Phase I Environmental Site Assessment was completed in December 2022. Later a Limited Phase II ESI was completed at the Site in March 2023 to investigate soil and soil vapor quality beneath the 819 Bedford Avenue lot. Additionally, the Requestor has vacated the property and maintained the existing lot covered.

For Lot 62, Requestor Mazel Mit Brucha 104, took ownership of Lot 62 (817 Bedford Avenue) on 7 March 2022. Prior to purchasing the property, a Phase I Environmental Site Assessment was completed in October 2021. Further, Mazel Mit Brucha 104 began undergoing the necessary requirements of the New York City Office of Environmental Remediation E-Designation program for the 817 Bedford lot upon taking ownership through present day.

The Phase I Environmental Site Assessment findings for both lots identified contamination on the Site which the Requestors propose to investigate and remediate, if necessary, pursuant to the New York State Brownfield Cleanup Program, as a Volunteer.

ATTACHMENT G

Section IX: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

SECTION IX: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Current Owner and Operator

819 Mazel Mit Brucha LLC is the current owner of 819 Bedford Avenue (Lot 61), and Mazel Mit Brucha 104 LLC is the current owner of 817 Bedford Avenue (Lot 62), which together make up the Site. Lot 61 and 62 are currently in the process of being merged into one singular tax lot. Deeds for both 817 Bedford Avenue (Lot 62) and 819 Bedford Avenue (Lot 61), dated 7 March 2022 and 9 February 2023, respectively, are available on ACRIS and included as an attachment in Section V. The Site is currently vacant.

Previous Owners and Operators

A list of current and previous owners of 817 Bedford Avenue (Lot 62) is provided in the below table.

Date	Document Type	First Party	First Party Address	Second Party	Relationship of First Party to Applicant
3/7/2022 - Present	Deed	Maria Iannarelli	817 Bedford Avenue, Brooklyn, NY 11205	Mazel Mit Brucha 104 LLC	None
8/6/1987	Deed	Marvin Silverman, Lenore Silverman	161-47 86 th Street, Howard Beach, NY 11414	Angelo Iannarelli, Maria Iannarelli	None
6/22/1978	Deed	Murray Kesh, Bessie Kesh	961 East 106 th Street, Brooklyn, NY 11236	Marvin Silverman, Lenore Silverman	None
5/4/1966	Deed	Frank J. Piotroski	182-17 69 th Avenue, Queens, NY 11365	Murray Kesh, Bessie Kesh	None

Reference: New York City Department of Finance Automated City Register Information System (ACRIS) website: <https://a836-acris.nyc.gov/DS/DocumentSearch/BBLResult>. Current and former addresses and telephone numbers of the previous property owners are not available.

A list of current and previous owners of 819 Bedford Avenue (Lot 61) is provided in the table below.

Date	Document Type	First Party	First Party Address	Second Party	Relationship of First Party to Applicant
2/9/2023 - Present	Deed	Noon Gourfain, as Trustee	819 Bedford Avenue, Brooklyn, NY 11205	819 Mazel Mit Brucha LLC	None
12/22/2019	Deed	Peter Gourfain	819 Bedford Avenue, Brooklyn, NY 11205	Peter Gourfain Irrevocable Trust	None
11/10/1984	Deed	Marvin Silverman, Lenore Silverman	161-47 86 th Street, Brooklyn, NY 11209	Peter Gourfain	None
4/29/1980	Deed	Buck John Realty Corp.	6309 Mill Lane, Brooklyn, NY 11234	Marvin Silverman, Lenore Silverman	None
9/16/1976	Deed	Ivan E. Irizarry	Municipal Building, Room 500 1 Centre Street New York, New York 10007	The City of New York	None
1/15/1970	Deed	Casper Kamenitz Regina Kamenitz	719 East 58 th Street, Brooklyn, New York 11234	Buck John Realty Corp.	None

Reference: New York City Department of Finance Automated City Register Information System (ACRIS) website: <https://a836-acris.nyc.gov/DS/DocumentSearch/BBLResult>. Current and former addresses and telephone numbers of the previous property owners are not available.

817 Bedford Avenue (Lot 62) is developed with a one-story building most recently operated as an auto body repair shop. The lot has been vacant since June 2022. A list of previous known operators of Lot 62 is provided in the below table.

Name	Relationship to Property	Address and Phone Number	Relationship to Applicant
Putnam Auto Repairs (1992-2021)	Operators	817 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Surplus Paper Stock Co (1970-1985)	Operators	817 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Belmar Sales Co, wholesale grocers (1949)	Operators	817 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Multiple residents (1929-1934)	Operators	817 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None

Reference: The EDR City Directory Abstract included in the Phase I ESA completed by Partner Assessment Corporation, dated October 2021.

819 Bedford Avenue (Lot 61) is developed with a two-story mixed-use commercial and residential building most recently operated as an art studio and storage space on the first floor and residential space on the second floor. The lot has been vacant since May 2023. A list of previous known operators of Lot 62 is provided in the below table.

Name	Relationship to Property	Address and Phone Number	Relationship to Applicant
Peter Gourfrain (1982-2022)	Operator, Resident	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
M Cruetz (1973-1982)	Operator	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Kilroy for Signs Inc. and Kilroy Truck Lettering & Spraying (1960-1973)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Bens Auto Ignition Repairs (1949-1960)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
LG Battery Co. (1945-1949)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Handelman A Tires (1940-1945)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Hyman Friedman (1934)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Progress Auto Wrecking Co. (1928)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Auto Top and Wind Shield Factory and an unlabeled store (1918)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None
Two unlabeled storefronts (1887-1904)	Operators	819 Bedford Avenue Brooklyn, New York 11205 Phone No. Unknown	None

Reference: Phase I ESA completed by Bison Environmental LLC, dated December 2022 and an EDR City Directory Abstract reference number 7199418.5 dated December 9, 2022.

ATTACHMENT H

Section XI: CONTACT LIST INFORMATION AND ACKNOWLEDGEMENT FROM REPOSITORY

SECTION XI – CONTACT LIST INFORMATION

SITE CONTACT LISTS

Executive

Role	Name	Phone	Mailing Address	Email / Contact
NYC Mayor	Mayor Eric L. Adams	212-NEW-YORK	City Hall New York, NY 10007	https://www1.nyc.gov/office-of-the-mayor/mayor-contact.page
NYC Department of City Planning Chairperson	Daniel R. Garodnick	212-720-3300	120 Broadway 31st Floor New York, NY 10271	https://www1.nyc.gov/site/planning/about/email-the-director.page
Brooklyn Borough President	Antonio Reynoso	718-802-3866	Brooklyn Borough Hall 209 Joralemon Street Brooklyn, NY 11201	AskReynoso@brooklynbp.nyc.gov
Brooklyn Community Board 3 District Manager	Henry L. Butler	718-622-6601	1360 Fulton Street Rm. 202, Brooklyn, NY, 11216	bk03@cb.nyc.gov
New York City Council District 33	Lincoln Restler	718-875-5200	410 Atlantic Avenue, Brooklyn, NY 11217	District33@council.nyc.gov
NY Senate District 25 Senator	Jabari Brisport	518-455-3451	55 Hanson Place The Shirley Chisholm State Office Building, Suite 702 Brooklyn, NY 11217	brisport@nysenate.gov
NY State Assembly District 050 Member	Emily Gallagher	718-383-7474	685A Manhattan Ave Brooklyn, NY 11222	gallaghere@nyassembly.gov

Owners, Residents, Occupants

The Site is comprised of two tax lots: Lot 62 (817 Bedford Avenue) and Lot 61 (819 Bedford Avenue). Lot 62 is developed with a one-story building most recently operated as an auto body repair shop and has been vacant since June 2022. Lot 61 is developed with a two-story building most recently operated as commercial and residential space and has been vacant since May 2023. The tables below provide current contact information for the owner and occupant of the Site.

Owner	Contact Name	Phone	Mailing Address	Email
819 Mazel Mit Brucha LLC	Meir Schwartz	(347) 300-8820	51 Forest Road #316-160 Monroe, New York 10950	817bedfordave@gmail.com
Mazel Mit Brucha 104 LLC	Meir Schwartz	(347) 300-8820	51 Forest Road #316-160 Monroe, New York 10950	817bedfordave@gmail.com

Operator	Contact Name	Phone	Mailing Address	Email
N/A – Vacant	Not Available	N/A	N/A	N/A

Adjacent Properties

Below is a list of the adjoining properties which are also detailed on Figure 8.

Owner/Entity Name	Address	Contact Name	Owner Mailing Address	Site Use
Unknown	815 Bedford Avenue	N/A	Unknown	Multi-Family Residential
Unknown	90 Spencer Street	N/A	Unknown	Multi-Family Residential
Unknown	94 Spencer Street	N/A	Unknown	Multi-Family Residential
Unknown	821 Bedford Avenue	N/A	Unknown	Mixed Residential & Commercial
844-846 Bedford LLC	844 Bedford Avenue	N/A	266 Broadway, Suite 403, Brooklyn, NY 11211	Construction (Residential)
D and F Realty Corp	840 Bedford Avenue	N/A	131 Heyward Street, Brooklyn, NY 11206	Multi-Family Residential

Local News and Media:

Owner/Entity Name	Type	Address	Phone	Website
The Brooklyn Eagle	Print Newspaper, Online Media	16 Court Street Brooklyn, NY 11241	718-422-7413	www.brooklyneagle.com
Spectrum 1 News	Television	75 Ninth Avenue, New York, NY 10011	212-691-6397	https://www.ny1.com/nyc/all-boroughs/about-us/contact-us

Public Water Supply:

Public water supply is a shared responsibility between the New York City Department of Environmental Protection (NYCDEP) and the Municipal Water Finance Authority.

Owner/Entity Name	Contact	Address	Phone	Email
NYCDEP	Vincent Sapienza - Chief Operating Officer	59-17 Junction Blvd. Flushing, NY 11373	718-595-6565	ltcp@dep.nyc.gov
NYC Municipal Water Finance Authority	Olga Chernat- Executive Director	255 Greenwich Street 6th Floor, New York, NY 10007	212-788-5889	Not Available

Additional Requests

We are unaware of any requests to be included on the contact list for the 817-819 Bedford Avenue Site located at 817-819 Bedford Avenue, Brooklyn, NY.

School or Day Care Located on or Proximal to the Site

Following schools or day care facilities are located within ½-mile radius to the Site:

School/Day Care Name	Approximate distance from Site in feet and (directional)	Administrator	Phone	Address
Girls School of CUTA Williamsburg	500' (West)	Not Available	718-624-2819	84-88 Sandford Street, Brooklyn, NY 11205
P.S. 157 Benjamin Franklin Health and Science Academy	850' (Southwest)	Kourtney Boyd	718-622-9285	850 Kent Avenue, Brooklyn, NY, 11205
Beautiful Garden Family Daycare LLC	1050' (Northeast)	Not Available	347-489-0905	71 Nostrand Avenue, #5C, Brooklyn, NY 11206

School/Day Care Name	Approximate distance from Site in feet and (directional)	Administrator	Phone	Address
Bnos Square of Williamsburg	1150' (South)	Shulem Greenbaum	718-797-4427	382 Willoughby Avenue, Brooklyn, NY 11205
Our Children Leaders of Tomorrow	1150' (Southeast)	Not Available	718-643-8201	756 Myrtle Avenue, Brooklyn, NY 11206
Brooklyn High School for Leadership and Community Service	1200' (Southwest)	Georgia Serves	718-638-3062	300 Willoughby Avenue, Brooklyn, NY 11205
Brooklyn Community Arts & Media High School	1200' (Southwest)	James O'Brien	718-230-5748	300 Willoughby Avenue, Brooklyn, NY 11205
Bnei Shimon Yisroel of Sopron	1350' (Northeast)	Not Available	718-855-4092	18 Warsoff Place, Brooklyn, NY 11205
P.S. 054 Samuel C. Barnes	1500' (Southeast)	Emma Pelaezvelazquez	178-834-6752	195 Sandford Street, Brooklyn, NY, 11205
Talmud Torah Tzemach Tzadik Viznitz	1600' (Northwest)	Chaim Zweig	718-782-7383	77-87 Wallabout St, Brooklyn, NY, 11249
Darkei Tshivo of Dinov	1600' (Northwest)	Not Available	917-586-3558	77 Wallabout St, Brooklyn, NY 11249
Yeshiva Bnos Spinka	1650' (North)	Gitty Horowitz	718-254-8006	127 Wallabout St, Brooklyn, NY 11206
Yeshiva Mesivta Arugath Habosem	1650' (North)	Not Available	718-237-4500	40 Lynch St, Brooklyn, NY 11206
Celina's Day Care	1650' (Southeast)	Not Available	347-405-9298	272 Willoughby Avenue, Apt 1N, Brooklyn, NY 11205
Khhd Yoel of Satmar Bp	1900' (Northwest)	Not Available	718-797-2888	76 Rutledge St, Brooklyn, NY 11249
Mosdos Chasidei Square	2150' (North)	Manuel Kallsch	718-852-0502	105 Heyward Street, Brooklyn, NY 11206
Tangerine Day Care	2170' (South)	Not Available	347-263-6309	243 Clifton Pl, Brooklyn, NY 11216
P.S. 368	2200' (East)	Laverne Peter	718-388-9494	70 Tompkins Avenue, Brooklyn, NY 11206
Success Academy Bed-Stuy Middle School	2200' (East)	Jess Joseph	718-635-3294	70 Tompkins Avenue, Floor 2, Brooklyn, NY 11206
P.S. 380 John Wayne Elementary	2250' (Northeast)	Victoria Prisinzano	718-388-0607	370 Marcy Avenue, Brooklyn, NY 11206
Community Partnership Charter School - Elementary	2300' (Southwest)	Derrick Dunlap	718-399-3824	241 Emerson Place Brooklyn, NY 11205
P.S. 270 Johann Dekalb	2300' (Southwest)	Pietrina Micoli	718-623-5280	241 Emerson Place Brooklyn, NY 11205
The Brooklyn Charter School	2400' (Southeast)	Joanne Hunt	718-302-2085	545 Willoughby Ave, 3 rd Floor, Brooklyn, NY 11206
P.S. 023 Carter G. Woodson	2400' (Southeast)	Joseph Mattina	718-387-0375	545 Willoughby Avenue, Brooklyn, NY 11206
P.S. 297 Abraham Stockton	2400' (Northeast)	James Brown	718-388-4581	700 Park Avenue, Brooklyn, NY 11206
Tiferes Bnos/ Cong Ahavaz Shulem Nadverna	2400' (North)	Not Available	718-599-2900	199 Lee Avenue, Brooklyn, NY 11211
Salvation Army Bedford Daycare	2450' (Southeast)	Not Available	718-552-2690	110 Kosciuszko Street, Brooklyn, NY 11216
Bnos Yakov School for Girls	2600' (North)	Not Available	718-963-1212	638 Bedford Avenue, Brooklyn, NY 11249
Community Partnership Charter School - Middle	2600' (Southeast)	Janna Tsimprea	718-623-5270	114 Kosciuszko Street, Brooklyn, NY 11216
Benjamin Banneker Magnet School of Architecture & Engineering	2600' (Southeast)	S. Hemphill	718-857-9820	114 Kosciuszko Street, Brooklyn, NY 11216

Document Repository


Brooklyn Community Board 3 and the Brooklyn Public Library – Marcy Branch were notified on 12 January 2023 in regard to utilizing their space as a document repository. Documentation of the confirmation from Brooklyn Community Board 3 and confirmation from Brooklyn Public Library – Marcy Branch are attached below. Repository information is detailed below:


Owner/Entity Name	Contact	Address	Phone	Email
Brooklyn Public Library – Marcy Branch	Marcia McGibbon	617 Dekalb Ave. at Nostrand Ave. Brooklyn, NY 11216	718-935-0032	m.mcgibbon@bklynlibrary.org

Owner/Entity Name	Contact	Address	Phone	Email
Brooklyn Community Board 3	Henry L. Butler	1360 Fulton Street, 2 nd Floor, Brooklyn, NY 11216	718-622-6601	bk03@cb.nyc.gov



LEGEND

 SITE BOUNDARY

 PARCEL BOUNDARY

- NOTES**
1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE.
 2. ASSESSOR PARCEL DATA SOURCE: NYC DEPARTMENT OF CITY PLANNING
 3. AERIAL IMAGERY SOURCE: NEARMAP, 28 MAY 2023



0 50 100
SCALE IN FEET

**HALEY
ALDRICH**

817-819 BEDFORD AVENUE
BROOKLYN, NEW YORK

SITE PLAN

AUGUST 2023

FIGURE 8

Acknowledgement from Brooklyn Community Board 3 to Act as Document Repository



HALEY & ALDRICH OF NEW YORK
237 W 35th Street
16th Floor
New York, NY 10123
Tel: 646.277.5686

12 January 2022
File No. 0207044-000

Brooklyn Community Board 3
Restoration Plaza
1360 Fulton Street, 2nd Floor
Brooklyn, NY 11216
Via email: bk03@cb.nyc.gov
Attn: Henry L. Butler

Subject: Brownfield Cleanup Program Application – Request for Repository Use
817-819 Bedford Avenue
Brooklyn, NY 11205

Dear Henry Butler:

Haley & Aldrich of New York (Haley & Aldrich), on behalf of Mazel Mit Brucha 104 LLC, is requesting use of the Brooklyn Community Board 3 as a document repository for the anticipated project located at 817-819 Bedford Avenue, Brooklyn, NY. The New York State Department of Environmental Conservation (NYSDEC) requires a letter certifying that the proposed document repository is able to serve as a public repository for all documents pertaining to the environmental cleanup at the Site. Please sign below denoting that your facility would be amenable to serving as a temporary public repository.

Should you have any questions, please do not hesitate to give me a call at (646) 277-5688.

Thank you,
HALEY & ALDRICH OF NEW YORK

Mari Cate C. Conlon
Associate

The Brooklyn Community Board 3 is willing to act as a public document repository holding and making available of all provided environmental documents related to the 817-819 Bedford Avenue Brownfield Cleanup Project.

BERYL NYACK

Name

Asst. District Manager

Title

1/18/22

Date

Acknowledgement from Brooklyn Public Library – Marcy Branch to Act as Document Repository



HALEY & ALDRICH OF NEW YORK
237 W 35th Street
16th Floor
New York, NY 10123
Tel: 646.277.5686

12 January 2022
File No. 0207044-000

Brooklyn Public Library – Marcy Branch
617 DeKalb Ave. at Nostrand Ave.
Brooklyn, NY 11216
Via email: m.mcgibbon@bklynlibrary.org
Attn: Marcia McGibbon

Subject: Brownfield Cleanup Program Application – Request for Repository Use
817-819 Bedford Avenue
Brooklyn, NY 11205

Dear Marcia McGibbon:

Haley & Aldrich of New York (Haley & Aldrich), on behalf of Mazel Mit Brucha 104 LLC, is requesting use of the Brooklyn Public Library – Marcy Branch as a document repository for the anticipated project located at 817-819 Bedford Avenue, Brooklyn, NY. The New York State Department of Environmental Conservation (NYSDEC) requires a letter certifying that the proposed document repository is able to serve as a public repository for all documents pertaining to the environmental cleanup at the Site. Please sign below denoting that your facility would be amenable to serving as a temporary public repository.

Should you have any questions, please do not hesitate to give me a call at (646) 277-5688.

Thank you,
HALEY & ALDRICH OF NEW YORK

Mari Cate C. Conlon
Associate

The Brooklyn Public Library – Marcy Branch is willing to act as a public document repository holding and making available of all provided environmental documents related to the 817-819 Bedford Avenue Brownfield Cleanup Project.

Marcia McGibbon
Name
Branch Manager
Title

January 17, 2023
Date