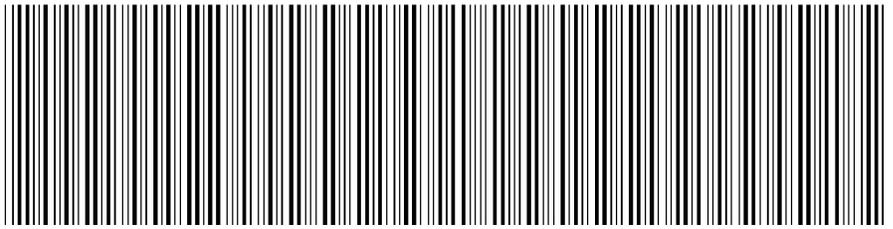


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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.



2014031000116004001EA106

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 13**

**Document ID: 2014031000116004**

Document Date: 02-19-2014

Preparation Date: 03-10-2014

Document Type: MORTGAGE

Document Page Count: 12

**PRESENTER:**

RIVERSIDE ABSTRACT LLC  
HOLD FOR PICK-UP  
3839 FLATLANDS AVE #208 - RANY-13109  
BROOKLYN, NY 11234  
718-252-4200  
REC@RSABSTRACT.COM

**RETURN TO:**

RIVERSIDE ABSTRACT LLC  
HOLD FOR PICK-UP  
3839 FLATLANDS AVE #208 - RANY-13109  
BROOKLYN, NY 11234  
718-252-4200  
REC@RSABSTRACT.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	2512	1	Entire Lot	230 FRANKLIN STREET

**Property Type:** COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BROOKLYN	2512	72	Entire Lot	117 GREEN STREET

**Property Type:** COMMERCIAL REAL ESTATE

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**MORTGAGOR/BORROWER:**

AMERICAN PACKAGE COMPANY, INC.  
226 FRANKLIN STREET  
BROOKLYN, NY 11222

**MORTGAGEE/LENDER:**

NEW YORK COMMUNITY BANK  
ONE JERICHO PLAZA, 3RD FLOOR  
JERICHO, NY 11753

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 7,244,304.30

Taxable Mortgage Amount: \$ 7,244,304.30

Exemption:

TAXES: County (Basic): \$ 36,221.50

City (Additional): \$ 81,498.38

Spec (Additional): \$ 18,110.75

TASF: \$ 0.00

MTA: \$ 21,732.90

NYCTA: \$ 45,276.88

Additional MRT: \$ 0.00

**TOTAL:** \$ 202,840.41

Recording Fee: \$ 100.00

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 03-17-2014 10:06

City Register File No.(CRFN):

**2014000090620**



*Annette McMill*

*City Register Official Signature*

Section:  
Block: 2512  
Lot: 1 and 72  
County: Kings  
Premises: 226 Franklin Street and 117 Green Street, Brooklyn, New York 11222

**RECORD and RETURN TO:**

Lahr, Dillon, Manzulli, Kelley & Penett, P.C.  
33 Decker Avenue  
Staten Island, New York 10302  
Attention: Kathleen M. Dempsey, Esq.

Loan No.: 11-0659188

---

**AMERICAN PACKAGE COMPANY, INC.**  
(Borrower)

to

**NEW YORK COMMUNITY BANK**  
(Lender)

---

**MORTGAGE,  
ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

---

Date: February 19, 2014

Original Principal Balance: \$7,244,304.30

---

<b>Gap Mortgage</b>	<b>Multi 999</b>
<b>Loan # 11-0659188</b>	<b>Page 1 of 14</b>

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

Mortgage, Assignment of Leases and Rents and Security Agreement dated as of the 19<sup>th</sup> day of February, 2014 (“**Mortgage**”) given by **American Package Company, Inc.** a New York Corporation, with an address at 226 Franklin Street, Brooklyn, New York 11222 (“**Borrower**” or “**Mortgagor**”), to **New York Community Bank**, a banking corporation organized and existing under the laws of the State of New York, with a place of business at One Jericho Plaza, 3<sup>rd</sup> Floor, Jericho, New York 11753 (“**Lender**” or “**Mortgagee**”).

**Article 1  
Grant**

WITNESSETH, that to secure payment of an debt in the sum of **SEVEN MILLION TWO HUNDRED FORTY FOUR THOUSAND THREE HUNDRED FOUR and 30/100 Dollars (\$7,244,304.30)**, lawful money of the United States made by Lender to Borrower, to be paid with interest thereon, evidenced by the \$7,244,304.30 Gap Mortgage Note dated February 19, 2014 made by Borrower and payable to Lender (as the same may be amended, renewed or restated, the “**Gap Mortgage Note**”), the Borrower hereby mortgages to the Lender the premises known as and by the street number 226 Franklin Street and 117 Green Street, Brooklyn, New York 11222 more fully described in Schedule "A" attached hereto and incorporated herein.

TOGETHER with any and all articles of personal owned by the Borrower attached to or used in any way in connection with the operation or renting of the premises, including, but not limiting the generality of the foregoing to, all partitions, elevators, engines, boilers, fuel; heating, refrigerating, air conditioning, plumbing, gas and electric equipment; vacuum cleaning systems; sprinkler systems or other fire preventing or extinguishing equipment; stoves, ranges, refrigerators, washing machines, clothes dryers, dishwashers, refuse compactors; furniture, furnishings and equipment; as to all of which the Borrower represents that the Borrower has title free from any prior liens or encumbrances; and all buildings, structures, improvements, fixtures and articles of personal property at any time, now or hereafter, constructed, affixed to or placed upon said premises or used in connection with the operation thereof.

TOGETHER also with any and all award and awards heretofore made and hereafter to be made by any Municipal, County, State, Federal or other governmental authority to the present and/or all subsequent owners of the premises herein described including any award and awards for any change or changes of grade of streets affecting said premises, which said award or awards are hereby assigned to the said Lender, its successors and assigns.

**Article 2  
Definitions**

**Section 2.1 Secured Obligations.** The Borrower is entering into that certain Consolidation, Modification and Extension Agreement, Assignment of Leases and Rents, and Security Agreement of even date herewith and intended to be recorded in the Office of the Register of the County of

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 2 of 14

Kings subsequent hereto (hereinafter referred to as the "**Consolidation Agreement**"), and all matters defined therein shall have the same meanings as used in this Mortgage.

For the avoidance of doubt, in the event of any contradiction between the terms of this Mortgage and the Consolidation Agreement, the terms of the Consolidation Agreement shall control.

**Article 3**  
**Mortgage Lien and Security Interest**

**Section 3.1 Representations and Warranties.** Borrower represents and warrants to Lender that this Mortgage creates a valid Lien in the Property and such Lien secures the payment and performance of the Gap Mortgage Note and other Secured Obligations. The Lien of this Mortgage on the Property is a first priority Lien. Borrower owns the Property free and clear of all Liens, including mechanic's or similar Liens, except for Permitted Liens.

**Article 4**  
**Property**

**Section 4.1 Representations and Warranties.** Borrower represents and warrants that Borrower has good, valid, subsisting, insurable and marketable title to the Real Estate in fee simple and good and marketable title to the rest of the Property, in each case free and clear of all Liens other than Permitted Liens.

**Section 4.2 Covenants with Respect to the Property.** Borrower covenants and agrees that Borrower shall at all times maintain good, indefeasible and marketable title in fee simple to the Real Estate and good and marketable title to the rest of the Property, subject only to Permitted Liens.

**Section 4.3 Escrow Fund.** As and to the extent required by the Consolidation Agreement, the Borrower shall establish, fund and make payments towards the Escrow Fund

**Section 4.4 Payment of the Indebtedness/Secured Obligations/Terms of Note.** Borrower shall pay debt evidenced by the Gap Mortgage Note as well as the Indebtedness and all other Secured Obligations including any and all other interest, charges, fees, costs and expenses that may come due thereunder or under any Loan Document. The terms and provisions of the Gap Mortgage Note and all other Loan Documents are incorporated herein by reference.

**Article 5**  
**Leases and Rents and Assignment of Leases and Rents**

**Section 5.1 Assignment of Leases, Rents.** As part of the consideration for Lender's making of a loan to Borrower, Borrower absolutely and irrevocably assigns to Lender, as and to the extent set forth in the Consolidation Agreement, all of Borrower's right, title and interest in, to and under all present and future Leases and Rents and Tenant Security and all proceeds from the sale or other disposition of such Leases, Rents and Tenant Security.

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 3 of 14

**Article 6  
Insurance**

**Section 6.1 Maintenance of Insurance.** As and to the extent required under the Consolidation Agreement, Borrower will maintain at all times the Required Insurance.

**Article 7  
Condemnation**

**Section 7.1 Condemnation.** As and to the extent set forth in the Consolidation Agreement Borrower will cause all Condemnation Proceeds to be paid directly to Lender.

**Article 8  
Environmental**

**Section 8.1 Environmental.** The terms of Article 8 (Environmental) of the Consolidation Agreement are incorporated herein by reference.

**Article 9  
Single Purpose Entity**

**Section 9.1 Single Purpose Entity Definitions.** As and to the extent set forth in the Consolidation Agreement, Borrower represents, warrants and covenants that Borrower did not previously and in the future will not and shall not (a) acquire any real or personal property other than the Property and Personal Property, (b) operate any business other than the management and operation of the Property; or (c) take any actions or suffer any omissions that would cause its assets to be comingled with the assets of another Person or which would render it difficult to segregate and identify its assets.

**Article 10  
Books and Records and Reporting Requirements**

**Section 10.1 Maintenance of Records.** As and to the extent required by the Consolidation Agreement:

(1) Borrower shall maintain and keep complete and accurate books and records of account reflecting all financial transactions relating to the Borrower and the Property made in accordance with accounting methods acceptable to Lender, consistently applied and correctly reflecting the operation, income, revenue, rents, costs and expenses of the Property, such records to include, without limitation, copies of supporting bills and invoices, bank account statements, contracts, leases and all other instruments and financial records which affect or relate to the Property, the Borrower, any Guarantor or any Indemnitor;

<b>Gap Mortgage</b>	<b>Multi 999</b>
<b>Loan # 11-0659188</b>	<b>Page 4 of 14</b>

(2) Borrower shall furnish to Lender, or a cause to be furnished to Lender, the books, records and reports specified in the Consolidation Agreement and to be certified as and to the extent required in the Consolidation Agreement.

**Article 11**  
**General Representations and Covenants**

**Section 11.1 General Representations and Warranties.** Borrower represents, covenants and warrants that:

(1) Formation, Good Standing, Power and Due Qualification of Borrower. Borrower (a) is a corporation, duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation and (b) has the corporate power and authority, to own its assets and to transact the business in which it now engages or proposes to engage in.

(2) Authority of Borrower. The execution, delivery and performance by Borrower of this Mortgage are within its corporate powers, have been duly authorized by all necessary corporate action, and do not and will not (a) require any consent or approval of its officers or shareholders, as the case may be, which has not been obtained, or (b) contravene its Organizational Documents.

(3) Legally Enforceable. This Mortgage and each other Loan Document to which Borrower is a party is the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except to the extent that such enforcement may be limited by (a) applicable Insolvency Laws, or (b) general equitable principles, regardless of whether the issue of enforceability is considered in a proceeding in equity or at law.

**Section 11.2 Trust Fund; Lien Laws.** Borrower will receive the advances made hereunder and secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the costs of improvements on the Land and will apply the same first to the payment of such costs before using any part of the total of the same for any other purpose and, in the event all or any part of the Land is located in the State of New York, will comply with Section 13 of the New York Lien Law. Borrower will indemnify and hold Lender harmless against any loss or liability, cost or expense, including any judgments, attorney's fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by Borrower of any applicable lien law, including any section of Article 3-A of the New York Lien Law.

**Article 12**  
**Events of Default**

**Section 12.1 Events of Default.** Each of the following events is an "Event of Default":

<b>Gap Mortgage</b>	<b>Multi 999</b>
<b>Loan # 11-0659188</b>	<b>Page 5 of 14</b>

- (1) The occurrence of any of the following:
- (a) any failure to pay or deposit when due any amount required by the Gap Mortgage Note, the Amended and Restated Note, this Mortgage or any other Loan Document;
  - (b) any failure to maintain the insurance coverage required by Article 6 (Insurance);
  - (c) any failure to comply with the provisions of Article 9 (Single Purpose Entity);
  - (d) fraud or material misrepresentation or material omission by Borrower, or any of Principals of the Borrower, or any Guarantor or Indemnitor in connection with (A) the application for or creation of the Indebtedness, (B) any financial statement, rent roll, or other report or information provided to Lender during the term of this Mortgage or (C) any request for Lender's consent to any proposed action, including a request for disbursement of funds under any Loan Document;
  - (e) a Prohibited Transfer or a Sale or Encumbrance of all or any of the Property, of any interest in the Property or of any interest (direct or indirect) in the Borrower or any Restricted Party;
  - (f) any exercise by the holder (including Lender) of any other debt instrument secured by a mortgage, deed of trust or deed to secure debt on the Property (whether or not same constitutes a Permitted Encumbrance and regardless of whether same is junior, equal or superior in Lien to the Lien of this Mortgage) of a right to declare all amounts due under that debt instrument immediately due and payable;
  - (g) any failure by Borrower to comply with the requirements of Article 10 (Books and Records and Reporting Requirements);
  - (h) any Obligated Party is the subject of or becomes subject to a Bankruptcy Event, or all or any part of the Property is the subject of or becomes subject to a Bankruptcy Event;
  - (i) if at any time and for any reason the Lien of this Mortgage ceases to be a valid and perfected first priority Lien in, to, on and against the Property;
  - (j) if at any time and for any reason any Guaranty, Indemnity Agreement or other Loan Document ceases to be in full force and effect, or is declared null and void; or the validity or enforceability of such Guaranty, Indemnity Agreement or other Loan Document is contested by the applicable Guarantor, Indemnitor or other obligor; or any Guarantor, Indemnitor or other obligor denies it has any further liability or obligation under its Guaranty, Indemnity or other Loan Document; or any Guarantor, Indemnitor or other obligor fails to perform any of its obligations under its Guaranty, Indemnity or other Loan Document;
  - (k) any representation or warranty made by any Obligated Party in any Loan Document or which is contained in any certificate, document, opinion, financial or other

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 6 of 14

statement furnished at any time under, as required by or in connection with any Loan Document, was incorrect in any material respect on or as of the date made;

(l) any change in the management of the Property currently in effect as of the date hereof except, however, it shall not constitute an Event of Default hereunder, upon sixty (60) days notice to Mortgagee, for Mortgagor to substitute the manager of the Property, provided the substitute manager has similar experience and expertise in managing similar properties, which experience and substitute manager shall be satisfactory, in all respects, to Mortgagee, in Mortgagee's sole but reasonable discretion.

(m) other than with respect to those Events of Default specified in sub-sections 12.2 (1) (a) through (l), immediately above, (as to which Events of Default no notice is required to be furnished to Borrower or any other Person), any failure by Borrower to perform or abide by any of the obligations or covenants under this Mortgage or to suffer or permit any omission of any of such obligations or covenants under this Mortgage or to suffer, permit or engage in any breach of any warranty, representation or covenant made in this Mortgage, which continues for a period of 30 days after notice of such failure by Lender to Borrower, but no such notice or grace period shall apply in the case of any such failure which could, in Lender's judgment, absent immediate exercise by Lender of a right or remedy under this Mortgage, result in harm to Lender, impairment of the Note or this Mortgage or any other security given under any other Loan Document; or

(n) any failure by Borrower to perform or abide by any of obligations or covenants as and when required under any Loan Document other than this Mortgage, or to suffer or permit any omission of any of such obligations or covenants under any Loan Document other than this Mortgage or to suffer, permit or engage in any breach of any warranty, representation or covenant made in any Loan Document other than this Mortgage, which continues beyond the applicable cure period, if any, specified in that Loan Document.

### **Article 13 Remedies and Foreclosure**

**Section 13.1 Remedies.** If an Event of Default occurs, Lender may, at its option, but without obligation, exercise one or more or all of the following remedies:

(1) Acceleration. Lender may declare the unpaid portion of the Gap Mortgage Note and all other Secured Obligations to be immediately due and payable, without any presentment, demand, protest, notice or action of any kind (each of which hereby is expressly waived by Borrower), whereupon the unpaid portion of the Gap Mortgage Note and all Secured Obligations shall become immediately due and payable; and

(2) All Other Rights and Remedies. Lender may exercise all other rights and remedies available at law and/or under the Consolidation Agreement.

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 7 of 14

**Article 14**  
**Transfer of Loan**

**Section 14.1 Transfer of Loan.** As and to the extent permitted under the Consolidation Agreement, Lender may, at any time, sell, transfer or assign the Mortgage, Loan and/or Loan Documents, or grant participations therein or issue mortgage pass-through-certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement.

**Article 15**  
**Miscellaneous**

**Section 15.1 Notices.** All notices and other communications provided for under this Mortgage shall be in writing and shall be furnished in the manner set forth in the Consolidation Agreement and as and to the extent required by the Consolidation Agreement.

**Section 15.2 Successors and Assigns.** This Mortgage shall be binding upon Borrower and its heirs, executors, administrators, successors, transferees and assigns, with like effect as if such heirs, executors, administrators, successors and assigns were named herein. This Mortgage shall inure to the benefit of Lender and its successors, transferees and assigns. Borrower may not transfer or assign its obligations under this Mortgage.

**Section 15.3 Choice of Law.** This Mortgage, the Gap Mortgage Note, all other Loan Documents and any determination of deficiency judgments shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located and applicable laws of the United States of America.

**Section 15.4 Duplicate Originals, Counterparts.** This Mortgage may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Mortgage may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Mortgage. The failure of any party hereto to execute this Mortgage, or any counterpart hereof, shall not relieve the other signatories from the obligations hereunder.

**Section 15.5 Miscellaneous.** The headings in this Mortgage are for convenience of reference only, and shall not affect the interpretation or construction of this Mortgage.

**Section 15.6 Severability.** In the event any one or more of the provisions contained herein or in the Gap Mortgage Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein, provided however, that if such provision held to be invalid, illegal or unenforceable relates to the payment of any sum under the Gap Mortgage Note or any other material monetary sum, then Lender may, at its

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 8 of 14

option, declare the Secured Obligations and any other sums secured hereby to be immediately due and payable.

**Section 15.7 No Oral Modifications.** The terms and provisions of this Mortgage, the Gap Mortgage Note and all Loan Documents shall not be changed, modified, or discharged in whole or part except by an instrument in writing signed by the party against whom enforcement of such change, modification or discharge is sought or by its agent thereunto duly authorized in writing.

**Section 15.8 Joint and Several.** If more than one Person signs this Mortgage, the obligations of such Persons shall be joint and several.

**Section 15.9 WAIVER OF JURY TRIAL. BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT, THE NOTE OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

*SIGNATURE PAGE FOLLOWS*

[The remainder of this page has been left blank.]

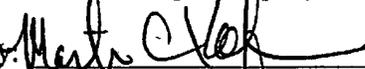
- THIS SECURITY INSTRUMENT COVERS REAL PROPERTY IMPROVED OR TO BE IMPROVED, BY A ONE OR TWO FAMILY DWELLING ONLY.
- THIS SECURITY INSTRUMENT COVERS REAL PROPERTY PRINCIPALLY IMPROVED, OR TO BE IMPROVED, BY A ONE OR MORE STRUCTURES CONTAINING, IN THE AGGREGATE, NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS WITH EACH UNIT HAVING ITS OWN SEPARATE COOKING FACILITIES.
- THIS SECURITY INSTRUMENT DOES NOT COVER REAL PROPERTY IMPROVED AS DESCRIBED ABOVE.

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 9 of 14

**SIGNATURE PAGE TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

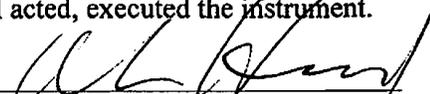
IN WITNESS WHEREOF this Mortgage has been executed by Borrower as of the date first written above.

American Package Company, Inc.

By:   
\_\_\_\_\_  
Martin C. Kofman - President

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

On the 19<sup>th</sup> day of February, 2014, before me, the undersigned, personally appeared Martin C. Kofman, 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 upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ALAN HIRSCH  
Notary Public, State of New York  
No. 01HI6095704  
Qualified in New York County  
Commission Expires July 14, 2015

Gap Mortgage	Multi 999
Loan # 11-0659188	Page 10 of 13

## **RIDER TO MORTGAGE**

This rider is attached to and made a part of that certain Mortgage dated as of February 19, 2014 (“Mortgage”) given by **AMERICAN PACKAGE COMPANY, INC.** as Borrower, to **NEW YORK COMMUNITY BANK**, as Lender. The following provisions modify or supplement the terms and provisions of the foregoing Mortgage. In the event of any conflict between the terms and provisions of this Rider and the terms and provisions of the foregoing Mortgage, the terms and provisions of this Rider shall control.

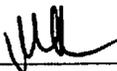
### **I. DEATH OF OBLIGATED PARTY**

Notwithstanding the fact that the death or incapacity of an Obligated Party is an Event of Default, same shall not constitute an Event of Default hereunder, provided that Borrower a) provides written Notice to Lender of the death or incapacity of any such Obligated Party, within thirty (30) days of such death or incapacity, and b) provides a substitute Obligated Party, which said substitute shall be satisfactory, in all respects, to Lender, in Lender’s sole discretion.

### **II. PERMITTED TRANSFERS:**

Notwithstanding anything to the contrary contained in the Mortgage, Assignment of Leases and Rents and Security Agreement, this Mortgage, Assignment of Leases and Rents and Security Agreement, are hereby amended to provide that provided the Loan hereunder is not in default, declared or undeclared, beyond applicable notice, grace and cure periods, the following transfers of interests in Mortgage shall be permitted without prior consent of Lender:

- i. Transfers among:
  - (a) the immediate family members of the shareholders of the Mortgagor;
  - (b) entities comprised of immediate family members of the Shareholders of the Mortgagor;
  - (c) the present shareholders of the Mortgagor;
  - (d) entities comprised of present shareholders of the Mortgagor;
  
- ii. Further, any such transfer shall only be permissible provided that the Principals of the Borrower, retain at all times the controlling interest and managerial control of the Mortgagor.

  
\_\_\_\_\_  
Borrower’s Initials

<b>Gap Mortgage</b>	<b>Multi 999</b>
<b>Loan # 11-0659188</b>	<b>Page 11 of 13</b>

## SCHEDULE A – DESCRIPTION

### **PERMITER DESCRIPTION:**

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

BEGINNING at the corner formed by the intersection of the northerly side of Greene Street with the easterly side of Franklin Street;

RUNNING THENCE northerly along the said easterly side of Franklin Street, 200 feet to the southerly side of Freeman Street;

THENCE easterly along said southerly side of Freeman Street, 64 feet 10 inches;

THENCE southerly parallel with Franklin Street, 50 feet 11 and 3/4 inches;

THENCE easterly parallel with Freeman Street, 30 feet;

THENCE northerly parallel with Franklin Street, 50 feet 11 and 3/4 inches to the southerly side of Freeman Street

THENCE easterly along the southerly side of Freeman Street, 226 feet 3 1/2 inches;

THENCE southerly parallel with Franklin Street, 200 feet to the northerly side of Greene Street;

THENCE westerly along the northerly side of Greene Street, 321 feet 1 1/2 inches to the point of place of BEGINNING.

Note: Address, Block & Lot shown for informational purposes only

Designated as Block 2512, Lot 1 and 72 and also known as 226 Franklin Street and 117 Green Street.