

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

LENDING2U LLC, -----X

Plaintiff, Index No.:

– against –

NOTICE OF PENDENCY

FAD HENRY STREET FOOD CORP., 216 HENRY STREET LLC, 275 GREENWICH STREET LLC, TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, GEORGE L. MALIN, WILLIAM N. WEIDMAN, ESSEX MANAGEMENT CO., and “JOHN DOE #1” through “JOHN DOE #10,” the last ten names being fictitious and unknown to the plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest or lien upon the premises described in the complaint,

Defendants.

-----X

NOTICE is hereby given that an action has been commenced and is now pending in this Court upon the summons and verified complaint of the plaintiff, Lending2U LLC (“Plaintiff” or “Lender”), which action seeks the foreclosure of that certain Leasehold Mortgage (the “Mortgage”), dated September 1, 2021, which was duly filed and recorded in the Office of the Nassau County Clerk under Instrument Number 2022-15791, and that certain Leasehold Mortgage Modification and Extension Agreement (the “Amended Mortgage,” and together with the Mortgage, hereinafter referred to as the “Leasehold Mortgage”), dated September 1, 2022, duly filed and recorded in the Office of the Nassau County Clerk under Instrument Number 2022-99640. The action affects title to, and/or possession, use or enjoyment of certain real property located at 216-218 Henry Street, Hempstead, New York 11550, with the following tax map designation on the Tax Map of Nassau County: Section: 36, Block: 469-01; Lots: 265 and 266 (the “Premises”). The Premises is further identified on the attached Schedule “A”.

NYSCEF DOC. NO. 15

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/30/2023

Dated: Lake Success, New York
June 29, 2023

ABRAMS FENSTERMAN, LLP

By: /s/ Christopher A. Gorman
Christopher A. Gorman
3 Dakota Drive, Suite 300
Lake Success, New York 11042
516-328-2300
cgorman@abramslaw.com
Attorneys for Plaintiff

TO THE CLERK OF THE COUNTY OF NASSAU:

You are hereby directed to index the foregoing Notice of Pendency of action against the following named defendants: FAD HENRY STREET FOOD CORP., 216 HENRY STREET LLC, 275 GREENWICH STREET LLC, TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, GEORGE L. MALIN, WILLIAM N. WEIDMAN, and ESSEX MANAGEMENT CO.

The description of the subject property on the land and tax map of the County of Nassau is as follows:

Section: 36
Block: 469-01
Lots: 265 and 266

The subject property is located at 216-218 Henry Street, Hempstead, New York 11550.

Dated: Lake Success, New York
June 29, 2023

ABRAMS FENSTERMAN, LLP

By: /s/ Christopher A. Gorman
Christopher A. Gorman
3 Dakota Drive, Suite 300
Lake Success, New York 11042
516-328-2300
cgorman@abramslaw.com
Attorneys for Plaintiff

SCHEDULE A
LEGAL DESCRIPTION

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street, said point being the northwesterly end of a line that connects the northerly side of Greenwich Street with the easterly side of Henry Street;

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to a point;

RUNNING THENCE across Lot 263 the following three (3) courses and distances:

- 1. South 82 degrees 19 minutes 24 seconds East a distance of 119.80 feet to a point;
- 2. North 89 degrees 35 minutes 19 seconds East a distance of 147.77 feet to a point;
- 3. North 70 degrees 34 minutes 30 seconds East a distance of 114.67 feet to a point on the dividing line between tax lot 263 and tax lot 262A;

RUNNING THENCE along said dividing line the following two (2) courses and distances:

- 1. South 65 degrees 40 minutes 14 seconds West a distance of 51.00 feet to a point;
- 2. South 26 degrees 39 minutes 14 seconds West a distance of 308.97 feet to the northerly side of Greenwich Street;

RUNNING THENCE North 64 degrees 28 minutes 31 seconds West a distance of 188.69 feet to a point;

THENCE North 25 degrees 31 minutes 29 seconds East a distance of 10.00 feet to a point;

THENCE North 64 degrees 28 minutes 31 seconds West a distance of 70.00 feet to a point;

THENCE North 22 degrees 24 minutes 15 seconds West a distance of 18.45 feet to the point or place of BEGINNING.

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street (Nassau County Route 55), said point being the northwesterly end of a line that connects the northerly side of Greenwich Street (Nassau County Route 7) with the easterly side of Henry Street (Nassau County Route 55);

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to the true point or place of beginning;

RUNNING THENCE still along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 101.90 feet to a point and lands now or formerly of United Gas Corp;

RUNNING THENCE along said lands North 65 degrees 54 minutes 19 seconds East a distance of 121.54 feet to a point;

RUNNING THENCE still along the said lands North 07 degrees 39 minutes 54 seconds East a distance of 103.10 feet to a point on the southerly side of Jerusalem Avenue (Nassau County Route 105);

RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza, LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gayron de Bruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

1. South 70 degrees 34 minutes 30 seconds West a distance of 114.67 feet to a point;
2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to easterly side of Henry Street and the point or place of BEGINNING.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

LENDING2U LLC -----X

Plaintiff/Petitioner,

- against -
FAD HENRY STREET FOOD CORP. et al

Index No.610378/2023

Defendant/Respondent.

-----X

NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The benefits of participating in e-filing include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: June 30, 2023

Christopher A. Gorman, Esq.

3 Dakota, Dr, Ste, 300

Name

Abrams Fenserman, LLP

Lake Success, NY 11042

Firm Name

Address

516-382-2300

Phone

cgorman@abramslaw.com

E-Mail

To: See attached service list

2/24/20

SERVICE LIST

LENDING2U LLC v. FAD HENRY STREET FOOD CORP., et al., Index No. 610378/2023

FAD Henry Street Food Corp.
228 Henry Street
Hempstead, New York 11550

216 Henry Street LLC
60 Cutter Mill Road
Great Neck, New York 11021

275 Greenwich Street LLC
60 Cutter Mill Road
Great Neck, New York 11021

Town of Hempstead Industrial Development Agency
c/o Town of Hempstead
Town Attorney
One Washington Street
Hempstead, NY 11550

George L. Malin
10 Beech Lane
Great Neck, New York 11021

William N. Weidman
136 Shoreward Drive
Great Neck, New York 11021

Essex Management Co.
136 Shoreward Drive
Great Neck, New York 11021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

LENDING2U LLC,-----X

Plaintiff, Index No.:
Date Purchased:

– against –

SUMMONS

FAD HENRY STREET FOOD CORP., 216 HENRY STREET LLC, 275 GREENWICH STREET LLC, TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, GEORGE L. MALIN, WILLIAM N. WEIDMAN, ESSEX MANAGEMENT CO., and “JOHN DOE #1” through “JOHN DOE #10,” the last ten names being fictitious and unknown to the plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest or lien upon the premises described in the complaint, Premises: 216-218 Henry Street, Hempstead, NY 11550
Venue is based upon the county in which the premises are situated.

Defendants.

-----X

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the verified complaint in this action and to serve a copy of your answer or, if the verified complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York). In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the verified complaint.

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 1

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

Dated: Lake Success, New York
June 29, 2023

ABRAMS FENSTERMAN, LLP

By: /s/ Christopher A. Gorman
Christopher A. Gorman
3 Dakota Drive, Suite 300
Lake Success, New York 11042
(516) 328-2300
cgorman@abramslaw.com
Attorneys for Plaintiff

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
LENDING2U LLC,

Index No.:

Plaintiff,
-- against --

VERIFIED COMPLAINT

FAD HENRY STREET FOOD CORP., 216 HENRY STREET LLC, 275 GREENWICH STREET LLC, TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, GEORGE L. MALIN, WILLIAM N. WEIDMAN, ESSEX MANAGEMENT CO., and "JOHN DOE #1" through "JOHN DOE #10," the last ten names being fictitious and unknown to the plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest or lien upon the premises described in the complaint,

Defendants.

-----X

Plaintiff, LENDING2U LLC ("Plaintiff" or "Lender"), by and through its attorneys, Abrams Fensterman, LLP, states the following as and for its verified complaint herein.

PRELIMINARY STATEMENT

1. This action seeks, among other things, the foreclosure of a leasehold mortgage and other relief relating to the parcel of real property located at 216-218 Henry Street, Hempstead, New York 11550, as a result of the default of the defendant, FAD Henry Street Food Corp. ("Borrower"), as borrower, of its repayment obligations under the various loan documents described below.

THE MORTGAGED PROPERTY

2. The "Mortgaged Property" (as such term is defined in the Leasehold Mortgage, which is identified and described below) that is the subject of this foreclosure proceeding includes, without limitation, all of Borrower's estate, right, title and interest to: (a) a parcel of real property located at 216-218 Henry Street, Hempstead, New York 11550, with the following tax map

designation on the Tax Map of Nassau County: Section: 36, Block: 469-01; Lots: 265 and 266 (the “Premises,” which is further described by the metes-and-bounds annexed hereto as **Exhibit A**); (b) the improvements thereon; (c) certain chattels; and (d) all rents, issues and profits of the Mortgaged Property together with all tenant leases, subleases and other documents evidencing such rents, issues and profits.

THE PARTIES

3. Plaintiff is a New York limited liability company.
4. Upon information and belief, Borrower is a New York corporation having an address at 228 Henry Street, Hempstead, New York 11550.
5. Upon information and belief, defendant, 216 Henry Street LLC, is a New York limited liability company having an address at 60 Cutter Mill Road, Great Neck, New York 11021, and is the fee owner of that part of the Premises designated as Lot 265 on the Tax Map of Nassau County.
6. Upon information and belief, defendant, 275 Greenwich Street LLC, is a New York limited liability company having an address at 60 Cutter Mill Road, Great Neck, New York 11021, and is the fee owner of that part of the Premises designated as Lot 266 on the Tax Map of Nassau County.
7. Upon information and belief, defendant, the Town of Hempstead Industrial Development Agency (the “IDA”), is a non-profit public benefit agency existing under the laws of the State of New York with offices at 350 Front Street, Hempstead, New York 11550, and is a sublessee of the part of the Premises designated as Lot 266 on the Tax Map of Nassau County.

8. Upon information and belief, defendant, George L. Malin, leases the Premises to Borrower pursuant to a lease, dated February 23, 2015, and he resides at 10 Beech Lane, Great Neck, New York 11021.

9. Upon information and belief, defendant, William N. Weidman, leases the Premises to Borrower pursuant to a lease, dated February 23, 2015, and he resides at 136 Shoreward Drive, Great Neck, New York 11021.

10. Upon information and belief, defendant, Essex Management Co., is a New York corporation having an address at 136 Shoreward Drive, Great Neck, New York 11021, and which leases the Premises to Borrower pursuant to a lease, dated February 23, 2015.

11. Defendants John Doe #1 through John Doe #10 are fictitious names of persons or parties currently unknown to the Plaintiff, representing the tenants, occupants, persons or corporations, if any, having or claiming an interest or lien upon the Premises.

THE LEASES

12. On or about November 1, 2019, Borrower and the IDA entered into a Lease and Project Agreement (the "Lease") whereby Borrower agreed, *inter alia*, to perform the work required to complete a project which consists of the acquisition of the part of the Premises designated as Lot 266 on the Tax Map of Nassau County (the "Land"), and the construction, equipping and furnishing of an approximately 18,000 square foot building thereon (the "Equipment" and the "Improvements"; and together with the Land, the "Facility"), all to be leased by the IDA to Borrower for use as a full-service community supermarket (the "Project").

13. On or about February 3, 2020, a Memorandum of Lease was duly recorded in the Office of the Nassau County Clerk against that part of the Premises designated as Lot 266 on the Tax Map of Nassau County under Instrument Number 2020-11805.

14. A true and correct copy of such Memorandum of Lease is annexed hereto as **Exhibit B.**

15. On or about November 1, 2019, pursuant to a Company Lease Agreement (the “Company Lease”) entered into between the Borrower and the IDA, Borrower agreed to sublease the Land and the Improvements to the IDA.

16. On or about February 3, 2020, a Memorandum of Company Lease was duly recorded in the Office of the Nassau County Clerk against that part of the Premises designated as Lot 266 on the Tax Map of Nassau County under Instrument Number 2020-11806.

17. A true and correct copy of such Memorandum of Company Lease is annexed hereto as **Exhibit C.**

18. Pursuant to the terms and conditions of the Lease, the IDA agreed to sub-lease and lease the Facility to Borrower and Borrower agreed to rent the Facility from the IDA.

THE LOAN AND LOAN DOCUMENTS

19. On or about August 31, 2021, Plaintiff extended a loan to Borrower in the initial principal amount of \$1,500,000 (the “Loan”).

20. On or about August 31, 2021, to evidence its indebtedness to Plaintiff, Borrower duly executed, acknowledged and delivered to Plaintiff a Mortgage Note (the “Note”) that obligated Borrower to make monthly interest only payments on the Loan and to pay the principal and any accrued and unpaid interest on the Note’s maturity date of September 1, 2022.

21. A true and correct copy of the Note is annexed hereto as **Exhibit D.**

22. To secure Borrower’s obligations under the Note, on or about September 1, 2021, Borrower, as mortgagor, executed and delivered to Plaintiff, as mortgagee, a Leasehold Mortgage (the “Mortgage”).

23. On or about February 4, 2022, the Mortgage was duly filed and recorded against the Premises in the Office of the Nassau County Clerk under Instrument Number 2022-15791.

24. A true and correct copy of the Mortgage is annexed hereto as **Exhibit E**.

25. Among other conditions, rights, duties and privileges as fully set forth therein and as detailed below, the Mortgage encumbers the Premises.

26. On or about August 31, 2021, Borrower executed an Assignment of Leases and Rents (the “ALR”) in favor of Plaintiff as additional security for Borrower’s indebtedness to Plaintiff.

27. On or about February 4, 2022, the ALR was duly filed and recorded against the Premises in the Office of the Nassau County Clerk under Instrument Number 2022-15792.

28. A true and correct copy of the ALR is annexed hereto as **Exhibit F**.

29. As security for the payment and performance of certain liabilities of Borrower to Plaintiff, on or about August 31, 2021, Borrower and Plaintiff entered into a Security Agreement (the “Security Agreement”) whereby Borrower, *inter alia*, granted to Plaintiff a continuing security interest in certain collateral identified in the Security Agreement.

30. A true and correct copy of the Security Agreement is annexed hereto as **Exhibit G**.

31. Pursuant to section 6.2 of the Security Agreement, the Security Agreement continues in full force and effect so long as Borrower has any outstanding “Liabilities” (as such term is defined in the Security Agreement) to Plaintiff including, without limitation, Borrower’s obligation to repay the Loan.

32. Pursuant to section 3(i) of the Security Agreement, Borrower agreed that as long as there are any outstanding Liabilities of Borrower to Plaintiff, Plaintiff shall have a perfected first

priority security interest in the collateral identified in the Security Agreement free and clear of all liens, claims, charges and encumbrances.

33. Pursuant to section 4.5 of the Security Agreement, Plaintiff is permitted to file and refile any financing statements regarding such collateral without Borrower's signature.

34. On or about January 24, 2022, Plaintiff duly filed and recorded against the Premises a certain UCC Financing Statement ("UCC Statement") in the Office of the Nassau County Clerk under Instrument Number 2022-00256819.

35. A true and correct copy of the UCC Statement is attached as **Exhibit H**.

36. The UCC Statement granted Plaintiff a security interest in the exact same collateral as the collateral identified in the Security Agreement (hereinafter, collectively referred to as the "Collateral") which includes, without limitation, the following property: (a) Borrower's inventory; (b) Borrower's accounts, notes, drafts acceptances, instruments, chattel paper, documents and general intangibles, and in and to all the products and proceeds thereof; (c) all documents of title evidencing any part of said inventory, accounts, notes, drafts acceptances, instruments, chattel paper, documents and general intangibles; (d) all of Borrower's equipment, fixtures, vehicles and all other goods; (e) and all right, title and interest of Borrower in and to all leases, subleases and agreements in which Borrower is a tenant or lessee affecting the use or occupancy of the Premises, and all rents issues and profits arising out of Borrower's right to occupy the Premises.

37. Borrower did not pay in full the principal and any accrued and unpaid interest on the Note's maturity date of September 1, 2022 in accordance with the terms of the Note.

38. On or about September 1, 2022, to further evidence its indebtedness to Plaintiff, Borrower duly executed, acknowledged and delivered to Plaintiff an Amended and Restated Mortgage Note (the "Amended Note").

39. A true and correct copy of the Amended Note is annexed hereto as **Exhibit I**.

40. Pursuant to the Amended Note, Borrower was obligated to make monthly interest only payments on the Loan and to pay the principal and any accrued and unpaid interest on the Amended Note's maturity date of February 28, 2023.

41. To secure Borrower's obligations under the Amended Note, on or about September 1, 2022, Borrower, as mortgagor, executed and delivered to Plaintiff, as mortgagee, a Leasehold Mortgage Modification and Extension Agreement (the "Amended Mortgage," and together with the Mortgage, hereinafter referred to as the "Leasehold Mortgage") that, *inter alia*, modified certain terms and conditions of the Mortgage.

42. On or about October 5, 2022, the Amended Mortgage was duly filed and recorded against the Premises in the Office of the Nassau County Clerk under Instrument Number 2022-99640.

43. A true and correct copy of the Amended Mortgage is annexed hereto as **Exhibit J**.

44. Among other conditions, rights, duties and privileges as fully set forth therein and as detailed below, the Amended Mortgage encumbers the Premises.

45. Borrower agreed to pay back the Loan in accordance with the terms of the parties' agreements, including among others, the Note, the Amended Note, the Mortgage, the Amended Mortgage, the ALR, and the Security Agreement.

46. The Note, the Amended Note, the Leasehold Mortgage, the ALR, the Security Agreement and the UCC Financing Statement, and all other agreements, instruments and documents, at any time executed and delivered in connection therewith, each as amended, restated, supplemented or otherwise modified from time to time, shall be collectively referred to herein as the "Loan Documents."

47. Plaintiff is the owner and holder of the Loan Documents.

AS AND FOR A FIRST CAUSE OF ACTION
(Foreclosure of Leasehold Mortgage)

48. Plaintiff repeats and realleges each of the foregoing allegations as if fully stated herein.

49. Borrower failed to comply with the terms of the Loan Documents and defaulted thereunder by, among other things, failing to pay to Plaintiff the outstanding principal balance due under the Amended Note, plus all accrued and unpaid interest, and all unpaid costs, fees and expenses owing to Lender under the Loan Documents, that was due to be paid to Lender on the maturity date of the Loan, which pursuant to the Loan Documents was February 28, 2023.

50. By letter dated May 19, 2023 (the “Notice of Default”), Borrower was notified of the maturity date of the Loan and/or that it was in default under the Loan Documents.

51. A true and correct copy of the Notice of Default is annexed hereto as **Exhibit K**.

52. Borrower’s defaults under the Loan Documents have continued beyond any applicable grace period.

53. The terms of the Loan Documents provide, among other things, that in the event of Borrower’s default, Plaintiff, at its option, may declare that all sums owed to it are immediately due and payable without notice.

54. Plaintiff has elected and hereby elects to declare immediately due and payable the entire indebtedness owed under the Loan Documents.

55. Thus, the balance due under the Loan Documents, which is the total of the principal due under the Amended Note, as of the date hereof, is \$1,500,000, plus all accrued and unpaid interest, late charges pursuant to the terms of the Loan Documents, default interest at the rate(s)

specified under the Loan Documents, and costs and expenses, including legal fees and expenses, as set forth in the Loan Documents.

56. Despite demand, Borrower has failed and/or refused to pay the indebtedness which it owes to Plaintiff under the Loan Documents.

57. Plaintiff has duly performed all of its obligations under the Loan Documents.

58. Any applicable recording tax was duly paid at the time of recording the Mortgage.

59. Among other things, the Loan Documents contain express covenants providing in substance that upon the occurrence of an event of default: (a) whether or not Plaintiff exercises any of its rights and remedies under the Loan Documents, Borrower shall pay interest on the unpaid principal balance at a rate equal to the default rate; (b) upon Plaintiff's demand Borrower shall immediately surrender to Plaintiff actual possession of the Mortgaged Property and upon Plaintiff's entering or taking of possession, Plaintiff may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof; (c) Plaintiff is entitled to the appointment of a receiver or other manager of the Mortgaged Property to enter upon and take possession of the Mortgaged Property; and (d) commence a foreclosure action.

60. Plaintiff has paid or may be compelled during the pendency of this action to pay local taxes, assessments, water rates, insurance premiums and other charges affecting the Mortgaged Property, and Plaintiff requests that any sums thus paid by it for said purposes (together with interest thereon), should be added to the sum otherwise due and be deemed secured by the Loan Documents and be adjudged a valid lien on the Mortgaged Property.

61. Each of the above-named defendants has or claims to have or may claim to have some interest upon said Mortgaged Property or some part thereof, which interest or lien, if any, has accrued subsequent to and is subject to and subordinate to the lien of the Leasehold Mortgage.

62. No other action or proceeding has been commenced or maintained or is now pending at law or otherwise for the foreclosure of the Leasehold Mortgage or for recovery of the Loan or any part thereof.

63. Plaintiff requests that in the event this action proceeds to judgment of foreclosure and sale, the Mortgaged Property should be sold subject to the following:

(a) Any state of facts that an inspection of the Mortgaged Property would disclose;

(b) Any state of facts that an accurate survey of the Mortgaged Property would show;

(c) Covenants, restrictions, easements and public utility agreements of record, if any;

(d) Building and zoning ordinances of the municipality in which the Mortgaged Property is located and possible violations of same;

(e) Unpaid taxes and assessments, if any;

(f) Any rights of tenants or persons in possession of the Mortgaged Property;

(g) Any equity of redemption of the United States of America to redeem the

Mortgaged Property within 120 days from date of sale; and

(h) Prior lien(s) of record if any.

64. In the event that Plaintiff possesses any other lien(s) against the Mortgaged Property other than those described above either by way of judgment or otherwise, Plaintiff requests that such other lien(s) shall not be merged in Plaintiff's causes of action set forth in this Verified Complaint, but that Plaintiff may enforce such other lien(s) and/or seek determination of

priority thereof in any independent action(s) or proceeding(s), including, without limitation, any surplus money proceedings.

65. Plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of any payment after the date of the commencement of this action, of any or all of the defaults mentioned herein, and such election shall continue and remain effective.

66. Under the Loan Documents, Borrower is liable to Plaintiff for the reasonable attorneys' fees and other expenses incurred by Plaintiff in connection with this action and with enforcing its rights under the Loan Documents.

AS AND FOR A SECOND CAUSE OF ACTION
(Foreclosure of Security Interest in the Collateral)

67. Plaintiff repeats and realleges each of the foregoing allegations as if fully stated herein.

68. Section 1.03 of the Mortgage expressly provides, among other things, that "[t]his Mortgage constitutes a security agreement pursuant to the Uniform Commercial Code of the State of New York."

69. Pursuant to section 6.2 of the Security Agreement, the Security Agreement continues in full force and effect so long as Borrower has any outstanding "Liabilities" (as such term is defined in the Security Agreement) to Plaintiff including, without limitation, Borrower's obligation to repay the Loan.

70. Pursuant to section 3(i) of the Security Agreement, Borrower agreed that as long as there are any outstanding Liabilities of Borrower to Plaintiff, Plaintiff shall have a perfected first priority security interest in the collateral identified in the Security Agreement free and clear of all liens, claims, charges and encumbrances.

71. Pursuant to section 4.5 of the Security Agreement, Plaintiff is permitted to file and refile any financing statements regarding such collateral without Borrower's signature.

72. On or about January 24, 2022, Plaintiff duly filed and recorded against the Premises a certain UCC Financing Statement ("UCC Statement") in the Office of the Nassau County Clerk under Instrument Number 2022-00256819.

73. On or about January 24, 2022, Plaintiff duly filed and recorded the UCC Statement in the Office of the Nassau County Clerk under Instrument Number 2022-00256819.

74. Borrower failed to comply with the terms of the Loan Documents and defaulted thereunder by, among other things, failing to pay to Plaintiff the outstanding principal balance due under the Amended Note, plus all accrued and unpaid interest, and all unpaid costs, fees and expenses owing to Lender under the Loan Documents, that was due to be paid to Lender on the maturity date of the Loan, which pursuant to the Loan Documents was February 28, 2023.

75. For the reasons previously set forth, and by reason of Borrower's defaults under the Amended Note and the Leasehold Mortgage, Plaintiff is entitled to foreclose on its security interest in the Collateral described in the UCC Financing Statement.

WHEREFORE, Plaintiff demands judgment:

(a) on the First Cause of Action that the defendants, and each of them, and all persons claiming under them or any of them, subsequent to the commencement of this action and the filing of a notice of pendency thereof, be barred and foreclosed of any from all estate, right, title, interest, claim, lien and equity of redemption of, in and to the said Mortgaged Property and each and every part and parcel thereof; that the said Mortgaged Property may be decreed to be sold in one or more parcels, according to law, in "as is" physical order and condition, subject to the items set forth in paragraph "63" of this

complaint; that the monies arising from-the-sale thereof may be brought into Court; that Plaintiff may be paid the amount due on the Loan Documents as hereinbefore set forth, with interest and late charges to the time of such payment and the expenses of such sale, plus reasonable attorneys' fees, together with the costs, allowance and disbursements of this action, and together with any sums incurred by Plaintiff pursuant to any term or provision of the Loan Documents set forth in this complaint, or to protect the liens of Plaintiff's Leasehold Mortgage, together with interest upon said sums from the dates of the respective payments and advances thereof, so far as the amount of such monies properly applicable thereto will pay the same; that upon Plaintiff's application this Court forthwith appoint a receiver of the rents and profits of said Mortgaged Property, during the pendency of this action with the usual powers and duties; and that in the event that Plaintiff possesses any other liens against said Mortgaged Property either by way of judgment or otherwise, Plaintiff requests that such other liens shall not be merged in Plaintiff's causes of action set forth in this complaint but that Plaintiff shall be permitted to enforce said other liens and/or seek determination of priority thereof in any independent actions or proceedings, including, without limitation, any surplus money proceedings, adjudicating Borrower liable to pay any deficiency which may remain after applying the foreclosure sale proceeds but only to the extent authorized by the Loan Documents, net of expenses, to the indebtedness then owed under the Loan Documents, and that Plaintiff may have such other and further relief, or both, in the Mortgaged Property, as may be just and equitable;

(b) On the Second Cause of Action, directing the foreclosure of Borrower's security interest in its fixtures and personal property; enjoining the defendants and their

servants, agents, employees, officers, assigns, representatives and all other persons in active concert and participation with the defendants from moving, selling, assigning, transferring, secreting or otherwise disposing of the collateral; directing the defendants to assemble and deliver to Plaintiff possession of the collateral including, but not limited to, inventory, equipment, personal property and fixtures, or in the alternative, making the collateral available to Plaintiff at a reasonably convenient time and place; and

(c) For such other and further relief as the Court deems just, proper and equitable, together with the costs and disbursements of this action.

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 2

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

Dated: Lake Success, New York
June 29, 2023

ABRAMS FENSTERMAN, LLP

By: Christopher A. Gorman
Christopher A. Gorman
3 Dakota Drive, Suite 300
Lake Success, New York 11042
(516) 328-2300
cgorman@abramslaw.com
Attorneys for Plaintiff

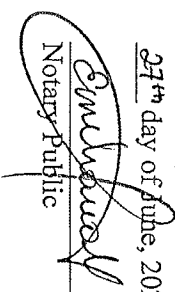
VERIFICATION

STATE OF Florida)
COUNTY OF Palm Beach) ss.:
)

ANTONIO RODRIGUEZ NAVARRO, being duly sworn, deposes and says:

I am the Chief Executive Officer of the plaintiff in the within action. I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.


ANTONIO RODRIGUEZ NAVARRO

Sworn to before me this
27th day of June, 2023

Notary Public

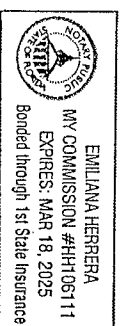


EXHIBIT A

SCHEDULE A
LEGAL DESCRIPTION

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street, said point being the northwesterly end of a line that connects the northerly side of Greenwich Street with the easterly side of Henry Street;

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to a point;

RUNNING THENCE across Lot 263 the following three (3) courses and distances:

1. South 82 degrees 19 minutes 24 seconds East a distance of 119.80 feet to a point;
2. North 89 degrees 35 minutes 19 seconds East a distance of 147.77 feet to a point;
3. North 70 degrees 34 minutes 30 seconds East a distance of 114.67 feet to a point on the dividing line between tax lot 263 and tax lot 262A;

RUNNING THENCE along said dividing line the following two (2) courses and distances:

1. South 65 degrees 40 minutes 14 seconds West a distance of 51.00 feet to a point;
2. South 26 degrees 39 minutes 14 seconds West a distance of 308.97 feet to the northerly side of Greenwich Street;

RUNNING THENCE North 64 degrees 28 minutes 31 seconds West a distance of 188.69 feet to a point;

THENCE North 25 degrees 31 minutes 29 seconds East a distance of 10.00 feet to a point;

THENCE North 64 degrees 28 minutes 31 seconds West a distance of 70.00 feet to a point;

THENCE North 22 degrees 24 minutes 15 seconds West a distance of 18.45 feet to the point or place of BEGINNING.

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street (Nassau County Route 55), said point being the northwesterly end of a line that connects the northerly side of Greenwich Street (Nassau County Route 7) with the easterly side of Henry Street (Nassau County Route 55);

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to the true point or place of beginning;

RUNNING THENCE still along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 101.90 feet to a point and lands now or formerly of United Gas Corp;

RUNNING THENCE along said lands North 65 degrees 54 minutes 19 seconds East a distance of 121.54 feet to a point;

RUNNING THENCE still along the said lands North 07 degrees 39 minutes 54 seconds East a distance of 103.10 feet to a point on the southerly side of Jerusalem Avenue (Nassau County Route 105);

RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza, LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gayron de Bruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

1. South 70 degrees 34 minutes 30 seconds West a distance of 114.67 feet to a point;
2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to easterly side of Henry Street and the point or place of BEGINNING.

EXHIBIT B

**** Electronically Filed Document ****

Instrument Number: 2020-11805
Recorded As: EX-D06 - DEED AGREEM
Recorded On: February 03, 2020
Recorded At: 09:28:28 am
Number of Pages: 5
Book-V/Pg: Bk-D VI-13908 Pg-186
Total Rec Fees: \$370.00
Receipt Number: 1753360
Processed By: 001 AAR

** Examined and Charged as Follows **
06 - DEED AGREEMENT \$ 65.00 EX-Blocks - Deeds - \$300 \$ 300.00 EX-TP-SB4 ADDVNT Fee \$ 5.00

| | | | | | |
|---------------|------------|------------|----------|------------------|---------|
| Tax: Transfer | Tax Amount | Consid Amt | RS&CS# | Basic | \$ 0.00 |
| HEMPSTEAD | \$ 0 | \$ 0 | RE 14204 | LOCALITY CITY | \$ 0.00 |
| | | | | Additional MTA | \$ 0.00 |
| | | | | Spec ASST | \$ 0.00 |
| | | | | Spec ADDL SONYMA | \$ 0.00 |
| | | | | Transfer | \$ 0.00 |

Tax Charge: \$ 0
Property Information:
Section Block Lot Unit Town Name
36 469-21 266 HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT *****
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



Maura O'Donnell
County Clerk Eileen O'Donnell

FE-123005-N

MEMORANDUM OF LEASE

36 The undersigned TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT
36 AGENCY, a public benefit corporation duly organized and validly existing under the laws of
the State of New York, with offices at 350 Front Street, 2nd Floor, Hempstead, New York
11550 (the "Agency"), as sublessor, and FAD HENRY STREET FOOD CORP., a business
corporation, duly organized and validly existing under the laws of the State of New York,
having its principal office at 28 Viola Drive, Glen Cove, New York 11542 (the "Company"),
as sublessee, entered into a Lease and Project Agreement dated as of November 1, 2019 (the
"Lease Agreement"). The Lease Agreement covers the premises described in Exhibit A
attached hereto and made a part hereof.
266

The Lease Agreement provides for the rental of the premises by the Company for a
term commencing on November 15, 2019, and terminating at 11:59 p.m. on December 31,
2029 (the "Lease Term").

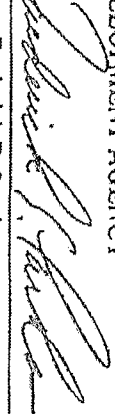
The Lease Agreement is available for inspection during normal business hours at the
offices of the Agency indicated above.

Property Address: 216-228 Henry Street, fl/w 0 Henry Street, Hempstead, New
York 11550
Mailing Address: 28 Viola Drive, Glen Cove, New York 11542
Tax Map Number: Section: 36 Block: 469-01 Lot: 266

Record and return to:
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attention: William F. Weir, Esq.

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of Lease to be executed in their respective names as of the 15th day of November, 2019.

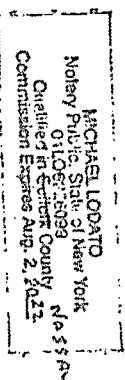
TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY

By: 
Name: Frederick E. Parola
Title: Chief Executive Officer


STATE OF NEW YORK)
: SS.:
COUNTY OF NASSAU)

On the 15th day of November in the year 2019, before me, the undersigned, personally appeared Frederick E. Parola, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public

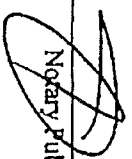


FAD HENRY STREET FOOD CORP.

By 
Name: Robert Ferreira
Title: President

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 15th day of November in the year 2019, before me, the undersigned, personally appeared Robert Ferreira, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public

JAMES J. FLEMING
Notary Public, State of New York
No. 0195101345
Commission Expires: December 8, 2019

James J. Fleming
Notary Public, State of New York
No. 0195101345
Memorandum of Lease qualified in Suffolk County
Signature Page 2 of 2 Ex 12/8/19

EXHIBIT A

Legal Description of Real Property

ALL that certain plot, piece or parcel of land, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street (Nassau County Route 55), said point being the northwesterly end of a line that connects the northerly side of Greenwich Street (Nassau County Route 7) with the easterly side of Henry Street (Nassau County Route 55);

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to the true point or place of beginning;

RUNNING THENCE still along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 101.90 feet to a point and lands now or formerly of United Gas Corp.;

RUNNING THENCE along said lands North 65 degrees 54 minutes 19 seconds East a distance of 121.54 feet to a point;

RUNNING THENCE still along said lands North 07 degrees 39 minutes 54 seconds East a distance of 103.10 feet to a point on the southerly side of Jerusalem Avenue (Nassau County Route 105);

RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gayron deBruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

1. South 70 degrees 34 minutes 30 seconds West a distance of 114.67 feet to a point;
2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to the easterly side of Henry Street and the point or place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

The property address(es) is(are) provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

ADDRESS: 216-228 HENRY STREET, F/K/A 0 HENRY STREET, HEMPSTEAD, NY

11550

NY Title Report (rev. 12/214)

EXHIBIT C

FE-123005-N

MEMORANDUM OF COMPANY LEASE

The undersigned FAD HENRY STREET FOOD CORP., a business corporation, duly organized and validly existing under the laws of the State of New York, having its principal office at 28 Viola Drive, Glen Cove, New York 11542 (the "Company") and the TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 350 Front Street, 2nd Floor, Hempstead, New York 11550 (the "Agency"), entered into a Company Lease Agreement as of November 1, 2019 (the "Company Lease"). The Company Lease covers the premises described in Exhibit A attached hereto and made a part hereof.

36
46921
266
The Company Lease provides for the rental of the premises by the Agency for a term commencing on November 15, 2019 and terminating at 11:59 p.m. on December 31, 2029 (the "Company Lease Term").


The Company Lease is available for inspection during normal business hours at the offices of the Agency indicated above.

Property Address: 216-228 Henry Street, fl/a 0 Henry Street, Hempstead, New York 11550
Mailing Address: 28 Viola Drive, Glen Cove, New York 11542
Tax Map Number: Section: 36 Block: 469-01 Lot: 266

Record and return to:
Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attention: William F. Weir, Esq.

IN WITNESS WHEREOF, the Company and the Agency have caused this Memorandum of Company Lease to be executed in their respective names as of the 15th day of November, 2019.


FAD HENRY STREET FOOD CORP.


Name: Robert Ferreira
Title: President

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On the 15th day of November in the year 2019, before me, the undersigned, personally appeared Robert Ferreira, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public


James J. Flewelling
Notary Public, State of New York
NO. 01FL6101345
Qual. Filed in Suffolk County
Comm. Ex: 12/8/19

TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY

By: *Frederick E. Parola*
Name: Frederick E. Parola
Title: Chief Executive Officer

STATE OF NEW YORK)
: SS.:
COUNTY OF NASSAU)

On the 15th day of November in the year 2019, before me, the undersigned, personally appeared Frederick E. Parola, 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 within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Michael Lodato
Notary Public

MICHAEL LODATO
Notary Public, State of New York
0110636699
One Officer in Nassau County
Commission Expires Aug. 2, 2023

NO: 0110636699

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

ALL that certain plot, piece or parcel of land, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street (Nassau County Route 55), said point being the northwesterly end of a line that connects the northerly side of Greenwich Street (Nassau County Route 7) with the easterly side of Henry Street (Nassau County Route 55);

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to the true point or place of beginning;

RUNNING THENCE still along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 101.90 feet to a point and lands now or formerly of United Gas Corp.;

RUNNING THENCE along said lands North 65 degrees 54 minutes 19 seconds East a distance of 121.54 feet to a point;

RUNNING THENCE still along said lands North 07 degrees 39 minutes 54 seconds East a distance of 103.10 feet to a point on the southerly side of Jerusalem Avenue (Nassau County Route 105);

RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gayron deBruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

1. South 70 degrees 34 minutes 30 seconds West a distance of 114.67 feet to a point;
2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to the easterly side of Henry Street and the point or place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

The property address(es) is(are) provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

ADDRESS: 216-228 HENRY STREET, F/K/A 0 HENRY STREET, HEMPSTEAD, NY

11550

NY Title Report (rev. 12/2/14)

EXHIBIT D

MORTGAGE NOTE

DATE OF NOTE: August 31, 2021

PRINCIPAL AMOUNT: \$1,500,000.00

INTEREST RATE: 10% per annum.

DEFAULT RATE: Sixteen (16%) percent per annum, but in no event to exceed the maximum rate allowed by law.

MATURITY DATE: September 1, 2022

FOR VALUE RECEIVED, the undersigned, **FAD HENRY STREET FOOD CORP.**, a New York corporation, having an address at 216-218 Henry Street, Hempstead, NY 11550 (hereinafter, the "Borrower"), does hereby covenant and promise to pay to **LENDING2U LLC** (hereinafter with its successors or assigns being collectively termed the "Lender"), a Delaware limited liability company, having an office at 1877 South Federal Highway, Suite 304, Boca Raton, FL 33432, or at such other place or places as the Lender may designate to the Borrower in writing from time to time, in coin or currency of the United States which is then legal tender for the payment of public or private debts, the Principal Amount, together with interest on the Principal Amount at the Interest Rate, from the date hereof until such amount is paid in full.

1. Interest will accrue from the date hereof at the fixed rate of 10% per annum to and including the Maturity Date. The Principal Amount, together with interest thereon at the Interest Rate, shall thus be payable as follows:

A. On the date of the closing of this loan, interest only, from the date hereof to and including the 31st day of August, 2021;

B. On and from October 1, 2021 and on the first day of each month thereafter through and including the Maturity Date, in constant and consecutive monthly payments of interest only, in arrears, on the unpaid principal balance of the Principal Amount at the Interest Rate ("Interest Only Payments").

C. On the Maturity Date, the entire unpaid Principal Amount, together with all accrued and unpaid interest, in one lump sum.

E. Interest shall be calculated on the basis of a 360-day year. The amount of each monthly payment made by Borrower that is allocated to interest will be based on the actual number of calendar days during such month and shall be calculated by multiplying the unpaid principal balance of this Note by the per annum interest rate, dividing the product by 360 and multiplying the quotient by the actual number of days elapsed during the month. Borrower understands that the amount allocated to interest for each month will vary depending on the actual number of

calendar days during such month.

2. A late payment premium equal to five (5.00%) percent of any principal, interest or escrow payment made more than ten (10) days after the due date thereof shall be due with any such late payment.

3. This Note is secured by and the parties hereto are entitled to the benefits of that certain Leasehold Mortgage of even date herewith (the "Mortgage"), made by the Borrower to the Lender, encumbering, among other things, Borrower's interests in certain real property and improvements now or hereafter located on a portion of real property, known as 216-218 Henry Street, Hempstead, NY 11550 (Section 36.00, Block: 469-01, Lots: 265 and 266), as more particularly described in the Mortgage, all of the covenants, conditions and agreements of the Mortgage being made a part hereof by this reference.

4. It is expressly agreed that, upon the failure of the Borrower to timely make any payment due hereunder, or upon the happening of any "Event of Default" as said term is defined in the Mortgage, the entire unpaid principal balance of this Note, together with accrued interest and all other expenses, including, but not limited to reasonable attorneys' fees, shall immediately become due and payable at the option of the holder of this Note, notwithstanding the Maturity Date set forth herein. Upon the occurrence of an Event of Default, whether or not the Lender exercises any of its rights and remedies contained herein, including the right to declare all Indebtedness to be immediately due and payable, the Borrower shall pay interest on the unpaid principal balance hereunder at a rate equal to the Default Rate. The unpaid principal balance hereunder shall bear the Default Rate of Interest until (i) all Indebtedness is paid in full; (ii) the Borrower has cured said Event of Default to the satisfaction of the Lender; or (iii) the Lender, in writing, has waived said Event of Default.

5. Notwithstanding anything to the contrary contained in this Note, this Note is subject to the express condition that at no time shall the Borrower be obligated or be required to pay interest on the principal balance of this Note at a rate which could subject the Lender either to civil or criminal penalty as a result of being in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay. If by the terms of this Note the Borrower at any time is required or obligated to pay interest on the principal balance of this Note at a rate in excess of such maximum rate then the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and any prior interest payments made in excess of such maximum rate shall be applied and shall be deemed to have been payments made in reduction of the principal balance of this Note.

6. Subject to the terms and conditions set forth below, Borrower shall have the right to prepay the Principal Amount, in whole or in part, without premium or penalty after the nine (9) month anniversary of the Loan closing.

7. Should the indebtedness represented by this Note or any part thereof be collected at law or in equity, or in bankruptcy, receivership or any other court proceedings (whether at the trial

or appellate level), or should this Note be placed in the hands of attorneys for collection upon default, the Borrower agrees to pay, in addition to the principal, interest due and payable hereon, all costs of collection or attempting to collect this Note, including reasonable attorneys' fees and expenses.

8. The Borrower hereby waives demand, notice of demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

9. This Note has been drawn, executed and delivered in the State of New York, where all advances and repayments shall be made. This Note and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York.

10. Time is of the essence as to all dates set forth herein, provided, however, that whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or a public holiday or the equivalent for banks generally under the laws of the State of New York (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computations of payment of interest.

11. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought.

12. The Borrower hereby grants to the Lender, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to the Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the Lender or any entity under the control of Lender and its successors and assigns. At any time after a default hereunder or under the Mortgage beyond applicable notice and/or cure periods, if any, and the continuation of such default, without demand or notice (any such notice being expressly waived by the Borrower), the Lender may setoff the same or any part thereof and apply the same to any liability or obligation of the Borrower regardless of the adequacy of any other collateral securing the loan. ANY AND ALL RIGHTS TO REQUIRE THE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

13. The Lender may at any time pledge all or any portion of its rights under the loan documents including any portion of the Note to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341. No such pledge or enforcement thereof shall release the Lender from its obligations under any of the loan documents.

14. THE BORROWER AND THE LENDER (BY ACCEPTANCE OF THIS NOTE) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF THE LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDER TO ACCEPT THIS NOTE AND MAKE THE LOAN.

15. Any judicial proceeding brought against Borrower with respect to this Note or the other Loan Documents shall be brought only in any court of competent jurisdiction in the State of New York, County of Nassau, and Borrower (a) accepts, generally and unconditionally, the nonexclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with any Loan Document and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such proceeding brought in such a court or that such a court is an inconvenient forum. Any judicial proceeding by Borrower against Lender shall be brought only in a court located in the State of New York, County of Nassau.

16. Any provision of this Note or the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. All of the provisions of this Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

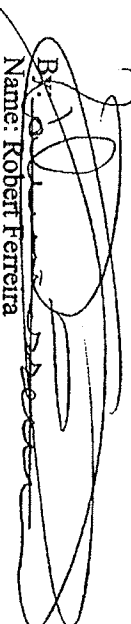
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FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 6

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023


IN WITNESS WHEREOF, the Borrower has duly executed this Note as of the date hereof.

FAD HENRY STREET FOOD CORP.


Name: Robert Ferreira
Title: Authorized Signatory

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

On this 31 day of August, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Ferreira**, 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.



Notary

ANNA MARIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA5039882
Qualified in Queens County
My Commission Expires March 06, 2023

EXHIBIT E

LEASEHOLD MORTGAGE

LEASEHOLD MORTGAGE, (this "Mortgage") made the 1st day of September, 2021, made by **FAD HENRY STREET FOOD CORP.**, a New York corporation, having an address at 216-218 Henry Street, Hempstead, NY 11550 (the "Mortgagor"), for the benefit of **LENDING2U LLC**, a Delaware limited liability company, having an office at 1877 South Federal Highway, Suite 304, Boca Raton, FL 33432 (the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor has become justly indebted to the Mortgagee for the principal amount of **ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) AND 00/100 DOLLARS**, together with interest thereon, pursuant to a mortgage note of even date herewith (the "Note"), the terms of which are incorporated herein by reference as if set forth in full herein;

WHEREAS, the Mortgagor, as tenant and George L. Malin and William N. Weidman d/b/a Essex Management Co., as landlord have entered into that certain lease dated February 23, 2015 for a portion of the Premises known as 216-218 Henry Street, Hempstead, NY 11550 (the "Lease"), as assigned by landlord from time to time, or as may be amended from time to time; and

WHEREAS, the Mortgagee and the Mortgagor have agreed to secure payment of the Note in the manner hereinafter set forth.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

CERTAIN DEFINITIONS

The Mortgagor and the Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and to the plural forms of such terms.

"Affiliate" of any specified person or entity means any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity or is an officer, director, partner, member or trustee of such specified person or entity. For purposes of this definition and for any other definition in this Mortgage, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to vote five percent (5%) or more of (i) the voting stock of a corporation, (ii) the partnership interests of a partnership, or (iii) the membership interests of a limited liability company, or to direct or cause the direction of the management and policies of any such entity, whether through the ownership of the voting stock, partnership interests, membership interests, by contract or otherwise;

“Chattels” means all right, title and interest of Mortgagor in and to all fixtures, fittings, appliances, apparatus, equipment, machinery, furniture, furnishings and articles of personal property, and replacements thereof owned by Mortgagor, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements and including any other property which may be subject to any security agreements as defined in the Uniform Commercial Code of the State of New York.

“Default Rate” shall have the meaning assigned thereto in the Note.

“Events of Default” means the events and circumstances described as such in Section 2.01 hereof.

“Guarantor” means: None.

“Improvements” means all structures and buildings, and replacements thereof, now or hereafter located upon the Mortgaged Property, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures and/or buildings.

“Interest Rate” shall have the meaning assigned thereto in the Note.

“Loan Documents” shall mean the Note and Mortgage between Mortgagee and Mortgagor and such other documents now or hereafter executed by Mortgagor and/or others in favor of Mortgagee in connection with the indebtedness evidenced by the Note.

“Premises” means the premises described in Schedule A hereto, including all of the air space, easements, rights, privileges, royalties and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Mortgagor therein and in the streets, alleys and ways adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired.

GRANTING CLAUSE

NOW, THEREFORE, the Mortgagor, in order to secure payment of the Note, including principal and interest, and any and all other sums and advances due under the Loan Documents (collectively, all of such obligations are hereinafter referred to as the “Indebtedness”), and the performance and observance of all the provisions hereof and of the Note, hereby mortgages, hypothecates, pledges, sets over, assigns and confirms unto the Mortgagee all its estate, right, title and interest in, to and under any and all of the following described property (the “Mortgaged Property”), whether now owned or held or hereafter acquired:

- (a) the Premises;
- (b) the Improvements;
- (c) the Chattels;

(d) all of Mortgagor's right, title and interest in any and all awards and proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and condemnation awards;

(e) all rents, issues and profits of the Mortgaged Property together with all tenant leases, subleases and other documents evidencing such rents, issues and profits now or hereafter in effect and any and all deposits held as security pursuant to the said leases.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns forever until the Indebtedness has been paid and satisfied in full. And also the Mortgagor does for itself and its successors and assigns, covenants that it holds fee simple title to the Premises and that, as of the date hereof, there only encumbrances encumbering the Premises senior in lien to the lien hereof are as specified on Schedule B attached hereto and made a part hereof.

And furthermore, the Mortgagor does by these presents bind itself and its successors and assigns forever to warrant and defend the Mortgaged Property described in Schedule A to the Mortgagee, its successors and assigns, against all claims and demands whatsoever except as mentioned herein.

ARTICLE I

PARTICULAR COVENANTS OF THE MORTGAGOR

Section 1.01 General Representations, Covenants and Warranties

The Mortgagor represents and warrants that:

(a) it has a good and marketable title to an indefeasible fee estate in the Mortgaged Property subject to no lien, charge or encumbrance, except such as are listed as exceptions to title in the title policy insuring the lien of the Mortgage and those listed on Schedule B (the "Permitted Encumbrances");

(b) the Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property subject only to the Permitted Exceptions;

(c) the Mortgagor will preserve such title, and forever warrant and defend the same to the Mortgagee, and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever;

(d) the Mortgagor is duly organized, validly existing and is in good standing under the laws of the state of its formation or incorporation, as the case may be;

(e) the Mortgagor has all necessary licenses, authorizations, registrations, permits and/or approvals and the full power and authority to own its properties and to carry on its business as

presently conducted and the execution, delivery and performance by Mortgagee and Guarantor of its obligations under the Loan Documents to which either is a party have been duly authorized by all necessary action and do not and will not (i) require any consent or approval of the shareholders, members or partners of Mortgagor or Guarantor which has not been obtained, (ii) contravene the articles of incorporation, articles of organization, bylaws or operating agreement of Mortgagor or Guarantor, (iii) violate any provision of or cause a breach or default under any law, rule, regulation, order, judgment or decree applicable to Mortgagor or Guarantor, (iv) will not cause or result in breach or default under any indenture, loan or credit agreement to which Mortgagor or Guarantor is a party or which affects the Mortgagor or the Mortgaged Property, or any part thereof;

(f) each of the Mortgagor and Guarantor is able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities, and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor or the Guarantor;

(g) all reports, statements and other data furnished by the Mortgagor and the Guarantor in connection with the loan evidenced by the Note are true and correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading;

(h) there are no actions, suits, or proceedings pending, or to the knowledge of the Mortgagor threatened, against or affecting the Mortgagor or the Guarantor or the Mortgaged Property;

(i) electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Mortgaged Property satisfactorily, and any easements necessary to the furnishing of such utility service have been obtained and, where necessary, duly recorded;

(j) the Mortgagor and the Guarantor are not in default under the terms of any instrument evidencing or securing any indebtedness of the Mortgagor or the Guarantor, respectively, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument after the giving of notice, passage of time or both.

Section 1.02 Further Assurances

The Mortgagor will, at the sole cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall from time to time require, for the better assuring, assigning, transferring and confirming unto the Mortgagee the property and rights hereby mortgaged or assigned or intended now or hereafter so to be, or which the Mortgagor may be, or for carrying out the intention or facilitating the performance of the terms of the Mortgage, or for filing, registering or recording the Mortgage and, on demand, will execute and deliver, and hereby authorizes the Mortgagee to execute and file in the name of the Mortgagor to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments to evidence more effectively

the lien hereof upon the Mortgaged Property or any part thereof.

Section 1.03 Security Agreement

This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State of New York. At any time and from time to time upon request of the Mortgagee, the Mortgagor will make, execute and deliver to the Mortgagee, and where appropriate, pay the cost of recording and/or filing, financing statements and instruments of further assurance, and from time to time thereafter the cost of re-recording and/or refiling any and all other and further financing statements, and instruments of further assurance which in opinion of the Mortgagee may be necessary or desirable to effectuate, complete or perfect, any security interest granted hereunder or under any other document in connection with the indebtedness secured hereby or to continue or preserve the obligations of the Mortgagor. The Mortgagor hereby appoints the Mortgagee as its true and lawful attorney-in-fact to execute, record and file all of such financing statements and instruments of further assurance and to re-execute, re-record and/or refile the same. Any such financing statements and instruments of further assurance may also be executed only by the Mortgagee.

Section 1.04 Payment of Money Due

The Mortgagor will punctually pay the principal and interest and all other sums evidenced by the Note (the "Indebtedness") in accordance with its terms and provisions.

Section 1.05 Preservation of Entity

The Mortgagor, if a corporation, partnership or limited liability company, will, so long as any Indebtedness remains outstanding, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation or limited liability company under the laws of the state of its establishment and will comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Mortgagor or to the Mortgaged Property or any part thereof.

Section 1.06 Acquired Property

All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements o, and all additions and appurtenances to the Mortgaged Property hereafter made shall, immediately upon such making, and in each such case, without any further mortgage, assignment or other act by the Mortgagor, become subject to the lien of the 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 or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of the Mortgage.

Section 1.07 Taxes and Other Charges

Section 1.07.1 Taxes and Assessments

The Mortgagor shall pay on or before when due all real estate and ad valorem taxes, personal property taxes, assessments, water rates, sewer rents, fines, dues, fees, levies, impositions, liabilities, obligations and any other charges now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, as well as all license fees or similar charges imposed by any municipality or other governmental authority in respect of the Mortgaged Property or for the use and occupancy thereof together with any penalties and interest on any of the foregoing and, in default thereof, Mortgagee may pay same and Mortgagor will repay same with interest thereon at the Default Rate. Upon request of Mortgagee, the Mortgagor shall submit to the Mortgagee paid tax receipts evidencing payment of real estate taxes promptly after payment.

Section 1.07.2 Mechanic's and Other Liens

The Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's statutory or other liens to be created or remain outstanding upon the Mortgaged Property. If any such lien is filed against the Mortgaged Property, the same shall be discharged by Mortgagor within thirty (30) days thereafter, at the Mortgagor's expense, by bonding or otherwise. Upon the Mortgagor's failure to discharge such lien, the Mortgagee shall have the right, but shall not be obligated, to cause the same to be discharged and the Mortgagor shall on demand reimburse the Mortgagee for all sums so expended with interest thereon at the Default Rate.

Section 1.07.3 Tax Escrow

Upon demand by Mortgagee, the Mortgagor will pay to the Mortgagee on the first day of every month an amount equal to one-twelfth (1/12) of the annual real estate taxes, ad valorem taxes, personal property taxes, assessments, water rates, sewer rents, fines, impositions and other charges specified in paragraph 1.07.1 above (hereinafter collectively referred to as the "Taxes"). If the amount so paid to Mortgagee is insufficient to pay all of such Taxes sixty (60) days before any of the same may be due then upon demand by the Mortgagee, the Mortgagor shall deliver to the Mortgagee such additional monies as required to pay such Taxes. Furthermore, Mortgagee may require a deposit in excess of one-twelfth (1/12th) of such Taxes if Mortgagee, in its reasonable judgment, estimates that a greater deposit is required to assure that sufficient funds will have been deposited by such sixtieth (60th) day prior to the due date to pay such Taxes. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. In the event of a default under any of the terms, covenants and conditions in the Note, the Mortgage or any other Loan Document, the Mortgagee may apply any and all deposits made pursuant to this paragraph 1.07.3 to the reduction of the sums secured hereby, in such manner as the Mortgagee shall determine in its sole and absolute discretion. Upon an assignment of this Mortgage, the Mortgagee will have the right to pay over the balance of any such deposits in its possession to the assignee and the Mortgagee will thereupon be completely released from all liability with respect to such deposits. The Mortgagor or then owner of the Premises will look solely of the assignee with respect to such deposits.

Section 1.08 Taxes, Fees and Levies Due to Ownership of Note and Mortgage

In the event of any passage, or change in any applicable law, order, rule or regulation subsequent to the date hereof changing or modifying in any way the laws now enforced governing the taxation of mortgages or other security instruments then the entire Indebtedness secured by this Mortgage will without notice become immediately due and payable at the option of Mortgagee. Notwithstanding the foregoing to the contrary, if any such law, order, rule or regulation is passed, or changed, the result of which is to increase the taxes imposed upon or the cost to Mortgagee, the Mortgagee will pay to Mortgagee additional amounts to compensate for such increased costs, provided the same does not violate any applicable usury or other statute or law and provided that the Mortgagee will not claim or demand or be entitled to any credit against the Indebtedness secured hereby by the payment by it of any such additional amounts to Mortgagee. If such payment is permitted and made, then the Mortgagee will not accelerate the Indebtedness.

Section 1.09 Insurance

(a) The Mortgagor shall keep the Improvements and Chattels insured for the benefit of Mortgagee against (i) loss or damage by fire (ii) such risks and hazards covered by the standard form of all risks extended coverage Insurance from time to time available, (iii) loss of rentals (for at least 12 months) due to any of the foregoing causes, (iv) flood disaster pursuant to the National Flood Insurance Act of 1968, as amended, if any of the Premises lie in a flood hazard area designated as such and qualifying for coverage under such Act and (v) any other risks or hazards, if required by Mortgagee, commonly insured against any persons operating buildings similar in nature to the Improvements; the foregoing policies referred to herein as the "Insurance Policies".

(b) Each policy shall specifically provide that (i) such policy may not be cancelled except upon thirty (30) days prior written notice to the Mortgagee and that no act or thing done by the Mortgagor shall invalidate the policy as against the Mortgagee and (ii) any and all insurance proceeds will be paid to the Mortgagee. The Mortgagor will assign and deliver the policy or policies of all such insurance to the Mortgagee, which policy or policies shall have endorsed thereon the standard New York mortgage clause in the name of the Mortgagee, so and in such manner and form that the Mortgagee and its successors and assigns shall at all times have and hold said policy or policies as collateral and further security for the payment of the Indebtedness until the full payment of the Indebtedness. The Mortgagor will deliver to the Mortgagee not later than thirty (30) days prior to the expiration date of each such policy, an endorsement thereof extending the expiration date for at least one (1) year or a new policy, which complies with all of the aforesaid terms. Each such endorsement or new policy will be accompanied by proof of the annual premium therefore. In default of so doing, the Mortgagee may obtain such insurance for its interest alone (and in the absence of an express statement to the contrary in the policy, will be deemed for its interest alone) from year to year and pay the premium or premiums therefor. The Mortgagor will pay to the Mortgagee on demand such premium or premiums so paid, with interest on such amounts at the Default Rate.

(c) All of such insurance required hereunder will be in an amount equal to the

greatest of (i) the full replacement cost of the property insured, (ii) 100% of the principal amount of this Mortgage or the replacement value of the Mortgaged Property and (iii) the amount required to avoid co-insurance (with a deductible of not greater than \$5,000.00 per occurrence). Such insurance policies must be issued from a company licensed to do business in the State of New York with a rating of not less than "A-8" according to the latest rating publication of Property and Casualty Insurers by A.M. Best Company.

(d) The Mortgagor shall give the Mortgagee prompt notice of any loss covered by the aforesaid insurance. No loss or damage claim may be settled or adjusted without the consent of Mortgagee. Notwithstanding anything to the contrary contained herein or in Section 254 of the Real Property Law of the State of New York or any other provisions of applicable law, the proceeds of insurance policies coming into the possession of the Mortgagee shall not be deemed trust funds and the Mortgagee shall have the option in its sole discretion to apply any insurance proceeds it may receive pursuant hereto, or otherwise, to the payment of the Indebtedness secured hereby in any order of priority and allocated to such portions thereof as Mortgagee may designate.

(e) Notwithstanding the foregoing, the Mortgagee shall permit the repair and restoration of the Improvements and Chattels and shall disburse the insurance proceeds to Mortgagee provided that the Mortgagee is not in default of the terms of the Note and/or Mortgage and further provided that Mortgagor complies with Mortgagee's reasonable requirements for reconstruction and repair of the Improvements and advances of funds.

(f) The Mortgagee will be named as an additional insured on all liability and property damage insurance policies maintained by the Mortgagor. The Mortgagor will maintain public liability and property damage insurance in a coverage amount of not less than \$1,000,000.00 per single occurrence and \$2,000,000.00 in the aggregate.

(g) Upon demand by Mortgagee, the Mortgagor will pay to the Mortgagee on the first day of every month an amount equal to one-twelfth (1/12) of the annual premiums for the Insurance Policies (the "Insurance Premiums"). If the amount so paid to Mortgagee is insufficient to pay all of such Insurance Premiums sixty (60) days before any of the same may be due, then upon demand by the Mortgagee, the Mortgagor shall deliver to the Mortgagee such additional monies as required to pay such Insurance Premiums. Furthermore, Mortgagee may require a deposit in excess of one-twelfth (1/12th) of such Insurance Premiums if Mortgagee, in its reasonable judgment, estimates that a greater deposit is required to assure that sufficient funds will have been deposited by such sixtieth (60th) day prior to the due date to pay such Insurance Premiums. Such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. In the event of a default under any of the terms, covenants and conditions in the Note, the Mortgage or any other Loan Document, the Mortgagee may apply any and all deposits made pursuant to this paragraph to the reduction of the sums secured hereby, in such manner as the Mortgagee shall determine in its sole and absolute discretion. Upon an assignment of this Mortgage, the Mortgagee will have the right to pay over the balance of any such deposits in its possession to the assignee and the Mortgagee will thereupon be completely released from all liability with respect to such deposits. The Mortgagor or then owner of the Premises will look solely of the

assignee with respect to such deposits.

Section 1.10 Failure to Perform Covenants

If the Mortgagor shall fail to perform pay any sums required under the terms of this Mortgage, the Mortgagee may make advances to perform the same in its behalf upon ten (10) days' prior written notice to Mortgagor, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby. The Mortgagor will repay on demand all sums so advanced on its behalf with interest at the Default Rate. The provisions of this Section shall not prevent any default in the observance of any covenant contained in this Mortgage from constituting an Event of Default.

Section 1.11 Books and Records

(a) The Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine its records and books of account and to discuss its affairs, finances and accounts with the officers of the Mortgagor, at such reasonable times as may be requested by the Mortgagee.

(b) The Mortgagor, within ten (10) days upon request by mail, will furnish a written statement duly acknowledged of the amount due, whether for principal or interest on the Note and whether any offsets, counterclaims or defenses exist against the Mortgage, or the Indebtedness, or any part thereof.

Section 1.12 Care of the Mortgaged Property

(a) The Mortgagor shall preserve and maintain the Mortgaged Property in a first-class manner. The Mortgagor shall not cause, permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action or tolerate any condition which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) No fixture or article of personal property covered by this Mortgage shall be removed, demolished or altered, without the prior written consent of the Mortgagee; provided, however, the Mortgagor shall have the right, without such consent, to remove and dispose of such property from time to time as the same may become worn out or obsolete, as long as any such property shall be replaced with mortgaged property of like kind, value and quality

(c) The Mortgagee and any persons authorized by the Mortgagee may enter upon and inspect the Mortgaged Property at all reasonable times.

(d) The Mortgagor will comply, and cause all occupants of the Building and Improvements and Land to comply, with all laws and ordinances relating to the maintenance or use of the Premises issued by any governmental authority. Furthermore, the Mortgagor will not permit

any condition to exist on the Premises, which might result in the termination or cancellation of any insurance required to be carried by the Mortgagor.

Section 1.13 Condemnation

The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any part thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. No claim with respect to any condemnation may be settled without the consent of the Mortgagee. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to the Mortgagee and the Mortgagee will have the right (in its sole and absolute discretion) to retain and apply the proceeds of any award or compensation or purchase in lieu thereof toward payment of the Indebtedness. If, prior to the receipt by the Mortgagee of such awarded compensation, the property is sold upon foreclosure of this Mortgage, then the Mortgagee will have the right to receive said award or compensation to the extent of any deficiency found to exist after such sale, with legal interest thereon, together with attorney's fees incurred by Mortgagee in connection with the collection thereof, whether or not a deficiency judgment on the debt hereby secured will have been issued.

Section 1.14 Leases

(a) The Mortgagor will not (i) execute an assignment of the rents, issues and profits of the Mortgaged Property, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property, except that any lease may be cancelled provided that promptly after such cancellation a new lease is entered into with a new lessee having a credit standing, in the judgment of the Mortgagee, at least equivalent to that of the prior lessee and on substantially the same terms as the cancelled lease, or (iii) modify any lease so as to shorten the unexpired term thereof or to decrease the rents payable thereunder, or (iv) accept prepayments of rents under leases, except prepayments in the nature of security for the performance of the lessees thereunder (and no lease will provide for rent payable more than 30 days in advance), or (v) in any manner impair the value of the Mortgaged Property or the security of the Mortgage.

(b) The Mortgagor will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions, and agreements contained in all leases of the Mortgaged Property, or any part thereof, to be performed on the part of the lessor and will do all things necessary to compel performance by the lessee under each lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Mortgagor shall exercise its right to request such certificates within five (5) days of any demand therefor by the Mortgagee.

(c) The Mortgagor shall furnish to the Mortgagee, within thirty (30) days after a request by the Mortgagee to do so, a written statement containing the names of all lessees of the

Mortgaged Property, the terms of their respective leases, the space occupied and the rentals payable thereunder.

Section 1.15 Trust Funds

The Mortgagor, in compliance with Section 13 of the Lien Law, will receive the advances secured by the Mortgage and will hold the right to receive such advances as a trust fund to be applied first to the payment of the cost of improvement before using any part of the total of the same for any other purposes. The Mortgagor agrees that it shall indemnify and hold the Mortgagee harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorneys' fees, costs of appeal bonds and printing costs arising out of or relating to any proceeding instituted by any claimant alleging priority over the lien of the Mortgage, and/or by any claimant alleging a violation by the Mortgagor or the Mortgagee of any section of Article 3-A of the Lien Law of the State of New York.

Section 1.16 Assignment of Rents

The assignment of the rents, issues, profits, leases, subleases and other documents described herein constitute a present assignment of the same and are fully operative without any further action on the part of either party. Such assignment will continue in effect until the Indebtedness under the Note and all other obligations due to the Mortgagee are paid and performed; the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of the Premises by the Mortgagee pursuant to such grant whether foreclosure has been instituted or not and without applying for a receiver. This assignment is made upon the condition that for so long as no Event of Default shall occur, Mortgagor, subject to the terms of this Mortgage, shall have the right and license to exercise all rights, options and privileges extended to the Landlord under the terms of the leases, including without limitation the right to collect, use and enjoy all rents, issues and profits, provided, however, that the Mortgagor agrees to use paid rents, issues and profits in the payment of interest and principal, taxes, assessments, water rates, sewer rents, carrying charges and any other sums required to be paid by the Mortgagor under this Mortgage. Upon occurrence of any Event of Default hereunder, such right and license may be revoked by Mortgagee by giving written notice of such revocation, served, personally or sent by registered or certified mail to the Mortgagor and the right is hereby given to the Mortgagee, at its option, (i) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the said rents, issues and profits, (ii) to dispossess by summary proceedings any tenant defaulting in the payment thereof to the Mortgagee or in the performance of any other obligation, (iii) to lease the Mortgaged Property or any part thereof, and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of the indebtedness and other sums secured hereby.

Section 1.17 Expenses

Mortgagor shall pay, on demand, all of Mortgagee's out-of-pocket fees, costs, charges, or expenses (including the reasonable fees and expenses of attorneys, accountants, and other experts) incurred by Mortgagee in connection with:

(a) the Indebtedness and the issuance of the commitment, the preparation and execution of the Loan Documents and the funding of the loan to the Mortgagor secured hereby, including, but not limited to all recording costs and expenses, documentary stamp taxes and intangible taxes on the entire amount of funds disbursed to Mortgagor, other taxes, surveys, appraisals, premiums for policies of title and other insurance, for the establishment of and the annual service for any realty tax contracts, and any amendment to, or consent, or waiver required under this Mortgage or the Loan Documents (whether or not any such amendments, consents, or waivers are entered into);

(b) defending or participating in any litigation arising from actions by third parties and brought against or involving Mortgagee with respect to:

(1) the Mortgaged Property;

(2) any event, act, condition, or circumstance in connection with the Mortgaged Property, including but not limited to, a Condemnation Action or eminent domain action involving the Mortgaged Property or any part thereof, any action to protect the security hereof, or any proceeding in probate; or

(3) the relationship between or among Mortgagee, Mortgagor and Guarantor in connection with any of the transactions contemplated by the Loan Documents;

(c) the administration or enforcement of, or preservation of rights or remedies under the Loan Documents including or in connection with the payment of taxes, payment of insurance, completion of construction, making of repairs, any litigation or appeals, any foreclosure or other disposition of any collateral granted pursuant to the Loan Documents, any reorganization, or forfeiture in rem; and

(d) any bankruptcy involving the Mortgagor or the Guarantor.

All such amounts paid or incurred by Lender, together with interest thereon at the Default Rate from the date incurred by Lender, shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, whether or not there be notice or demand therefor.

Wherever provision is made herein for payment of attorneys' or counsels' fees or expenses incurred by the Mortgagee, said provision shall include, but not be limited to, such fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

In addition to any other provisions herein with respect to the payment of fees, costs and expenses, Mortgagor covenants to pay to Mortgagee the fees, costs and charges (including the reasonable fees and expenses of attorneys, accountants, and other experts) which Mortgagee may, at its option, impose and/or incur for (i) the processing on its records of any change of ownership or substitution of bondsmen which may have been permitted or approved by Mortgagee in accordance with this Mortgage, (ii) any letter advice as to the amount of principal

and interest owing on the Indebtedness, (iii) any inspection(s) of the Mortgaged Property, including without limitation any inspection(s) of the Mortgaged Property permitted hereunder or required in connection with any escrows that may be held by Mortgagee or in connection with payment of insurance loss proceeds or condemnation award(s), and/or (iii) any and all other matters, documents, inquiries or agreements relating to, in connection with or arising as a result of approvals given by Mortgagee in accordance with this Mortgage, including without limitation, any modification, extension, advance, additional loan, future advance, lease, consent (including without limitation, any consents to a lease, replacement lease, lease modification, subordination and non-disturbance agreement, change in tenant(s), subletting and/or assignment of any lease), escrow agreement, subordination, waiver, easement, special agreement, reduction certificate, estoppel, assignment, satisfaction or discharge.

Any such costs, charges, expenses, and/or fees paid or incurred by Mortgagee pursuant to this Section which Mortgageor fails to pay promptly shall immediately and without any further notice or demand become an additional part of the Indebtedness as provided herein.

Mortgagor will indemnify and hold harmless the Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs, and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by them by reason of any of the above.

Section 1.18 Compliance with Laws

The Mortgagor covenants and warrants that it will faithfully observe, perform and comply with all local, state and federal laws, rules and regulations pertaining to the ownership, use, occupancy and enjoyment of the Premises including, without limitation, restrictive covenants, zoning, building, health, safety, fire, rent stabilization, rent control and environmental protections laws, rules and regulations. If the Mortgagor receives notice from any federal, state or governmental body that it is not in compliance with any such law, rule or regulation, it will promptly provide the Mortgagee with a copy of such notice.

ARTICLE II

DEFAULTS

Section 2.01 Event of Default

The term "Event of Default," wherever used in the Mortgage shall mean any one or more of the following events:

- (a) failure by Mortgagor to pay any installment of principal or interest due under the Note, or any portion thereof, as the same shall become due, after the expiration of the applicable grace period provided therein;
- (b) failure by Mortgagor to make any other payment due under the Note, Mortgage or any other Loan Document when the same shall become due, which failure is not cured by

Mortgagor within fifteen (15) days after receipt of written notice from Mortgagee specifying such default;

(c) failure by Mortgagor to observe or perform any other non-monetary covenant, term or agreement in this Mortgage, the Note or in any other Loan Document that is not otherwise referred to in this Section 2.01, which failure is not cured by Mortgagor within thirty (30) days after receipt of written notice from Mortgagee specifying such default; provided, however, if such failure is susceptible to being cured but cannot reasonably be cured within such thirty (30) day period, such failure shall not be an Event of Default if Mortgagor promptly commences to effect such cure and diligently pursues the same to completion;

(d) if any representation made in this Mortgage or any other Loan Document shall have been materially false when made;

(e) any default under any guarantee of the Indebtedness;

(f) the appointment of a trustee, receiver, liquidator or similar official of any of the Mortgagor, any partner, shareholder or member of the Mortgagor, the Guarantor, any partner or member of the Guarantor, the Mortgaged Property, or any part thereof; or

(g) the commencement by or with respect to the Mortgagor, any partner, shareholder or member of the Mortgagor or the Guarantor of a voluntary or involuntary case under any applicable bankruptcy, insolvency or other similar federal or local state law now or hereafter in effect, and the same shall not be discharged or dismissed within sixty (60) days after the commencement thereof;

(h) the making by the Mortgagor, any partner, shareholder or member of the Mortgagor or any Guarantor any assignment for the benefit of creditors; or the failure of the Mortgagor, any partner or member of the Mortgagor or any Guarantor generally to pay its or his debts as payment of such debts becomes due; or the taking of any action by the Mortgagor, any partner or member of the Mortgagor or any Guarantor of the Note to authorize the commencement of or acquiescence in any of the events described in clauses (f), (g) and (h) of this Section 2.01;

(i) if final judgment for the payment of money be rendered against the Mortgagor and, within sixty (60) days after the entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged;

(j) any assignment by the Mortgagor of the whole or any part of the rents, issues or profits arising from the Premises;

(k) if the Mortgagor permits any other lien or encumbrance to be placed upon the Mortgaged Premises or the membership interest, partnership interest or capital stock of the Mortgagor or Guarantor, as applicable, without the prior written consent of the Mortgagee; or

(l) if the Mortgagor fails to keep, observe and perform any of the covenants, conditions

or agreements contained in any prior mortgage or fails to repay to the mortgagee the amount of any installment of principal or interest which the mortgagee may have paid on such mortgage with interest thereon;

(m) if the Mortgagor or Guarantor defaults under any other loan with the Mortgagee;

(n) the sale, assignment, transfer or other disposition, directly or indirectly, of all or any portion of the Mortgaged Property or any interest or estate therein or of any partnership or membership interest or capital shares in the Mortgagor or Guarantor, if applicable, or of any beneficial or other interest in and to such partnership or membership interest or of any of the capital shares of the Mortgagor or Guarantor, if applicable, or of any beneficial or other interest in such capital shares or of any beneficial interest in and to the Mortgagor or Guarantor, if applicable. For the purpose of this clause (n), a "disposition" will include, without limitation, (i) any further mortgaging, hypothecating or encumbering of (x) the Mortgaged Property, (y) any interest or estate therein, (z) any capital stock, membership or partnership interest of the Mortgagor or Guarantor, or (ii) the leasing to one person or entity (or to one person or entity and to one or more Affiliates of such person or entity) of all or substantially all of the Premises (except under bona fide tenant leases for terms not in excess of ten (10) years (including renewal options));

(o) if any material inaccuracy shall exist in any of the financial statements or in any other information furnished by or to be furnished by the Mortgagor or Guarantor to the Mortgagee pursuant to the provisions of the Mortgage or other Loan Documents or as an inducement for Mortgagee to make the loan evidenced by the Note; or

(p) the waste, removal or demolition of any building or other Improvement except as heretofore permitted; and/or

(q) failure by Mortgagor to comply with any requirement or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property.

ARTICLE III

REMEDIES

Section 3.01 Acceleration of Maturity

If an Event of Default shall have occurred, Mortgagee may declare, at its sole and absolute discretion, the entire outstanding Indebtedness to be due and payable immediately.

Section 3.02 Mortgagee's Power of Enforcement

If any Event of Default shall have occurred, Mortgagee may in its sole and absolute discretion, either with or without entry or taking possession as hereinabove provided or otherwise, (a) proceed by way of non-judicial foreclosure pursuant to Article 14 of the Real Property Actions and Proceedings Law, or (b) bring an action of foreclosure or any other action as may be provided for herein or in any other Loan Document or as permitted by law.

Section 3.03 Mortgagee's Rights to Enter and Take Possession, Operate and Apply
Income

(a) If any Event of Default shall have occurred, upon demand of the Mortgagee, the Mortgagor shall immediately surrender to the Mortgagee the actual possession of the Mortgaged Property and the Mortgagee itself, or by such officers or agents as it may appoint, may enter and take immediate possession of all or a portion of the Mortgaged Property and exclude the Mortgagor and his agents and employees wholly therefrom. The Mortgagor will pay monthly in advance to the Mortgagee or to any receiver appointed to collect the rents, issues, income and other benefits of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of the Mortgaged Property or of such part thereof as may remain in possession of the Mortgagor, and upon default in any such payment Mortgagor will vacate and surrender possession of said Mortgaged Property to the Mortgagee or to such receiver and, in default thereof, the Mortgagor may be evicted by summary proceedings.

(b) Upon such entering or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

- (i) make and conduct all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and purchase or otherwise acquire fixtures and other personal property;
- (ii) insure and keep the Mortgaged Property insured;
- (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same;
- (iv) enter into agreements with others to exercise the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine; and the Mortgagee may collect and receive all the rents, income and other benefits thereof, including those past due as well as those thereafter due.

Section 3.04 Purchase by Mortgagee

Upon any such foreclosure sale, the Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in his own absolute right without further accountability.

Section 3.05 Application of Foreclosure Sale Proceeds

The proceeds of any sale on foreclosure will be applied in the following order of priorities: (a) to the payment of costs and expenses of the foreclosure proceedings (including, without limitation, reasonable attorneys' fees, advertising costs and expenses), liabilities and advances made or uncured under the Mortgage, and receivers' and trustees' fees and commissions together with interest at the Default Rate, (b) to the payment of other sums to have been paid by the Mortgagor but paid by the Mortgagee and not repaid to it, together with interest at the Default Rate separately computed for each failure to make payment calculated from and after the date of the occurrence of each Event of Default, (c) to the payment of all sums under this Mortgage and the Note, (d) to reimburse the Mortgagee for any sums expended by the Mortgagee to comply with any statute, code, rule, regulation, court or administrative order of decree or any consent, decree or any consent, decree or order entered into by the Mortgagor or the Mortgagee to clean the Premises of or contain, properly store, transport or dispose of any form of hazardous waste or other pollutant and (e) to the payment of any surplus to the Mortgagor or other party legally entitled thereto.

Section 3.06 Waiver of Appraisalment, Valuation, Stay, Execution and Redemption Laws

The Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will claim, insist upon the benefit of or take advantage of any law now or hereafter enacted or enforced providing for the (i) stay, extension or exemption from execution from sale of any or all of the Mortgaged Property, (ii) valuation or appraisal of the Mortgaged Property or any part thereof prior to any sale or sales which may be made pursuant to any provisions hereof or pursuant to the decree, judgment or order of any court of competent jurisdiction. The Mortgagor hereby expressly waives the benefit or advantage or any such law or laws and covenants not to delay or impede the execution of any power herein granted or delegated to the Mortgagee. The Mortgagor for itself and all who may at any time claim through or under it, hereby waives, to the fullest extent permitted by law (i) the right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure hereof and (ii) in the event that the Mortgagee seeks a deficiency judgment against the Mortgagor, the provisions of Section 1371 of the Real Property Actions and Proceedings Law.

Section 3.07 Receiver

If any Event of Default shall have occurred, the Mortgagee, to the extent permitted by law and in its sole and absolute discretion, shall be entitled as a matter of right if it so elects to the appointment of a receiver or other manager of the Mortgaged Premises to enter upon and take possession of the Mortgaged Property and who will be specifically obligated to (i) reimburse the Mortgagee out of the rents, issues and profits of the Mortgaged Premises for all of the Mortgagee's costs and expenses, including without limitation reasonable attorneys' fees, in appointing such receiver or manager, pursuant its remedies hereunder and in enforcing any guarantee of the Indebtedness (whether or not, in each instance, litigation has been commenced and (ii) pay all sums due under the Note and this Mortgage.

Section 3.08 Suits to Protect the Mortgaged Property

The Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as the Mortgagee may deem advisable in its judgment (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of the Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order which might impair the security hereunder or be prejudicial to the Mortgagee's interest.

Section 3.09 Proofs of Claim

In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor or any Guarantor, co-maker or endorser of any of the Mortgagor's obligations, its creditors or its property, the Mortgagee, to the fullest extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable to have its claims allowed in such proceedings for the entire amount due and payable by the Mortgagor under the Note, the Mortgage and any other instrument securing the Note, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by the Mortgagor after such date.

Section 3.10 Delay or Omission No Waiver

No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

Section 3.11 No Waiver of One Default to Affect Another

Any failure of the Mortgagee to exercise the option to accelerate the maturity of the Indebtedness or any forbearance by the Mortgagee before or after any exercise of any such option, or any forbearance to exercise any other remedy of the Mortgagee, or any withdrawal or abandonment of the Mortgagee of any of its rights in any one circumstance will not be construed as a waiver of any option, power, remedy or right of the Mortgagee hereunder. The obligations of the Mortgagor (and the rights and remedies of the Mortgagee against the Mortgagor) hereunder will in no way be modified, abrogated, terminated or adversely affected by (a) any forbearance or extension of time for the payment of any sums secured hereby; (b) the taking of other or additional security for the payment thereof; (c) any waiver or failure to exercise any right granted in the Note, the Mortgage or any instrument securing the Note.

Section 3.12 Remedies Cumulative

No right, power or remedy conferred upon or reserved to the Mortgagee by the Note, the Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each such right, power and remedy shall be cumulative and concurrent and shall be

in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, or now or hereafter existing as law, in equity or by statute.

Section 3.13 Interest After Event of Default

If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and the Mortgage shall, at the Mortgagee's option, bear interest at the Default Rate.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01 Construction of Mortgage Rights

All covenants hereof shall be construed as affording to the Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of Section 254 and 273 of the Real Property Law of the State of New York.

Section 4.02 Successors in Interest

All of the grants, terms, conditions, provisions and covenants of the Mortgage shall run with the land, shall be binding upon the Mortgagor and shall inure to the benefit of the Mortgagee, subsequent holders of the Mortgage and their respective successors and assigns. For the purpose of the Mortgage, the term "Mortgagor" shall include and refer to the mortgagor named herein, and its respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

Section 4.03 Jurisdiction

The enforcement of the Mortgage shall be governed, construed and interpreted in accordance with the laws of the State of New York.

Section 4.04 Authority to Execute Mortgage

The execution of this Mortgage, the Note, and all agreements and documents executed in connection hereto or thereto have been duly authorized by all actions required under Mortgagor's governing and organizational documents.

Section 4.05 Addresses for Notices, Etc.

(a) Any notice, report, demand or other instrument authorized or required to be given or furnished shall be deemed given or furnished hereunder (i) when addressed to the party intended to receive the same, at the address of such party set forth below, and delivered by hand at such address or (ii) three days after the same is deposited in the United States mail as first

class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

MORTGAGEE: LENDING2U LLC
1877 South Federal Highway, Suite 304
Boca Raton, FL 33432

with a copy to: ABRAMS FENSTERMAN ET AL.
1 MetroTech Center, 17th Floor
Brooklyn, NY 11201
Attn: Mark Caruso, Esq.

MORTGAGOR: FAD HENRY STREET FOOD CORP
216-218 Henry Street
Hempstead, NY 11550

with a copy to:

(b) Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

Section 4.06 Headings

The headings of the articles, sections, paragraphs and subdivisions of the Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

Section 4.07 Invalid Provisions to Affect No Others

In the event that any of the covenants, agreements, terms or provisions contained in the Note, or in the Mortgage or in any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

Section 4.08 Changes, Etc.

Neither the Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

Section 4.09 WAIVER OF JURY TRIAL

THE MORTGAGOR AND THE MORTGAGEE AGREE THAT ANY LITIGATION GROWING OUT OF ANY CONTROVERSY WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THE MORTGAGE OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO WILL BE TRIED BY A COURT BY A JUDGE SITTING WITHOUT A JURY. THE MORTGAGOR AND THE MORTGAGEE CONFIRM THAT THE FOREGOING WAIVER OF A TRIAL BY JURY IS INFORMED AND FREELY MADE.

Section 4.10

- a. ☐ THE ATTACHED MORTGAGE COVERS REAL PROPERTY IMPROVED BY A ONE OR TWO FAMILY DWELLING ONLY.
- b. ☐ THE ATTACHED MORTGAGE COVERS REAL PROPERTY PRINCIPALLY IMPROVED OR TO BE IMPROVED BY ONE OR MORE STRUCTURES CONTAINING IN THE AGGREGATE NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS, EACH HAVING THEIR OWN SEPARATE COOKING FACILITIES.
- c. ☒ THE ATTACHED MORTGAGE DOES NOT COVER REAL PROPERTY IMPROVED AS DESCRIBED ABOVE.

Section 4.11 On Mortgagee's written request, the Mortgagor shall deliver to the Mortgagee (i) financial statements for the Mortgagor on an annual basis, (ii) an annual operating statement of the Premises for the preceding calendar year or fiscal year, as applicable. Should the Mortgagor fail to deliver this documentation within ten (10) days of written request by the Mortgagee, the Mortgagee may declare the full amount of the Indebtedness due and payable.

Section 4.12. The parties hereto acknowledge that the identity of the Mortgagor is of material importance to the Mortgagee in entering into this loan transaction. Therefore, it shall be a default under this Mortgage and the Mortgagee shall have the right to accelerate the maturity of the loan and declare the Indebtedness immediately due and payable if the Mortgagor sells, assigns, transfers or otherwise disposes of all or any portion of the Premises without obtaining Mortgagee's prior written consent.

Section 4.14. Notwithstanding anything in the Loan Documents to the contrary, Loss Proceeds, as defined in the Lease, shall be used to rebuild, repair and restore the Premises to the extent Restoration (as defined in the Lease) shall be required pursuant to the terms of the Lease.

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FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 7

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

IN WITNESS WHEREOF, this Mortgage has been duly executed this 1st day of September, 2021.

FAD HENRY STREET FOOD CORP.

By: 

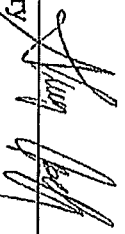
Name: Robert Ferreira

Title: Authorized Signatory

ACKNOWLEDGEMENT

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

On this 1st day of September, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Ferreira, 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.


Notary

SHERY JOSEPH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01106205932
Qualified in Nassau County
Commission Expires June 8, 2025

SCHEDULE A

LEGAL DESCRIPTION

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street, said point being the northwesterly end of a line that connects the northerly side of Greenwich Street with the easterly side of Henry Street;

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to a point;

RUNNING THENCE across Lot 263 the following three (3) courses and distances:

1. South 82 degrees 19 minutes 24 seconds East a distance of 119.80 feet to a point;
2. North 89 degrees 35 minutes 19 seconds East a distance of 147.77 feet to a point;
3. North 70 degrees 34 minutes 30 seconds East a distance of 114.67 feet to a point on the dividing line between tax lot 263 and tax lot 262A;

RUNNING THENCE along said dividing line the following two (2) courses and distances:

1. South 65 degrees 40 minutes 14 seconds West a distance of 51.00 feet to a point;
2. South 26 degrees 39 minutes 14 seconds West a distance of 308.97 feet to the northerly side of Greenwich Street;

RUNNING THENCE North 64 degrees 28 minutes 31 seconds West a distance of 188.69 feet to a point;

THENCE North 25 degrees 31 minutes 29 seconds East a distance of 10.00 feet to a point;

THENCE North 64 degrees 28 minutes 31 seconds West a distance of 70.00 feet to a point;

THENCE North 22 degrees 24 minutes 15 seconds West a distance of 18.45 feet to the point or place of BEGINNING.

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street (Nassau County Route 55), said point being the northwesterly end of a line that connects the northerly side of Greenwich Street (Nassau County Route 7) with the easterly side of Henry Street (Nassau County Route 55);

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to the true point or place of beginning;

RUNNING THENCE still along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 101.90 feet to a point and lands now or formerly of United Gas Corp;

RUNNING THENCE along said lands North 65 degrees 54 minutes 19 seconds East a distance of 121.54 feet to a point;

RUNNING THENCE still along the said lands North 07 degrees 39 minutes 54 seconds East a distance of 103.10 feet to a point on the southerly side of Jerusalem Avenue (Nassau County Route 105);

RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza, LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gayron de Bruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

1. South 70 degrees 34 minutes 30 seconds West a distance of 114.67 feet to a point;
2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to easterly side of Henry Street and the point or place of BEGINNING.

MORTGAGE

Dated: September 1, 2021

By

FAD HENRY STREET FOOD CORP.,
a New York corporation, having an address at:
216-218 Henry Street, Hempstead, NY 11550

for the benefit of

LENDING2U LLC
a Delaware limited liability company, having an office at:
1877 South Federal Highway, Suite 304, Boca Raton, FL 33432

LOCATION OF PREMISES:

Premises: 216-218 Henry Street
Hempstead, NY 11550
County: Nassau
Section: 36
Block: 469-01
Lots: 265 and 266

After recording, please return to:

LENDING2U LLC
1877 South Federal Highway, Suite 304
Boca Raton, FL 33432

EXHIBIT F

ASSIGNMENT OF LEASES AND RENTS

Dated:

From

FAD HENRY STREET FOOD CORP.
a New York Corporation

having an address at:
216-218 Henry Street, Hempstead, NY 11550

(the "Assignor")

To

LENDING2U LLC
a Delaware limited liability company

having an office at:
1877 South Federal Highway, Suite 304, Boca Raton, FL 33432

(the "Assignee")

LOCATION OF PREMISES:

Premises: 216-218 Henry Street, Hempstead, NY
County: Nassau
Section: 36
Block: 469-01
Lots: 265 and 266

After recording, please return to:
LENDING2U LLC
1877 South Federal Highway, Suite 304
Boca Raton, FL 33432

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made this ____ day of August, 2021, by **FAD HENRY STREET FOOD CORP.**, a New York corporation, having an address at 216-218 Henry Street, Hempstead, NY 11550 ("Assignor"), to **LENDING2U LLC**, a Delaware limited liability company, having an office at 1877 South Federal Highway, Suite 304, Boca Raton, FL 33432 ("Assignee").

WHEREAS, Assignor is the present tenant of the land and the improvements now or hereafter located on the land described in Schedule A attached hereto (said land and improvements, collectively, the "Premises"); and

WHEREAS, the Assignee as beneficiary holds a mortgage pursuant to a Mortgage of even date herewith, executed by Assignor affecting and covering all of the respective rights, title, estates and interests of Assignor in and to the Premises (the "Mortgage"), securing certain notes executed by Assignor of even date herewith in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) AND 00/100 DOLLARS (the "Note"); and

WHEREAS, part or all of the Premises has been or will be leased by Assignor to, and occupied by, one or more tenants; and

WHEREAS, the Assignee, as a condition of consummating the transactions evidenced by said Note and Mortgage, has required an assignment of said leases by Assignor to the Assignee as additional security for said Note.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by Assignor, Assignor covenants and agrees as follows:

1. Assignment Assignor hereby assigns, transfers and sets over to the Assignee any and all leases, subleases, tenancies, subtenancies, rental or occupancy agreements for the use and occupancy of any part or all of the Premises which are now in existence or which may exist at any time or times in the future during the term of this Agreement, including all of Assignor's right, title and interest in security deposits thereunder, and any renewals or extensions thereof, whether or not recorded (all of which present and future leases, rental and occupancy agreements, are made subject to this Assignment and are hereinafter referred to as the "Leases"), Assignor intending hereby to assign to the Assignee all of the Assignee's interest in said Leases, and all rents, income and profits arising therefrom.

2. Obligations Secured This Assignment is given as security for: (a) payment of all sums payable to the Assignee under the Note or otherwise secured by the Mortgage at any time and by any other future mortgages in greater or lesser amounts affecting the Premises hereinafter held by the Assignee (all of which are hereinafter referred to and included within the

term "Mortgage"); (b) payment of all other sums with interest thereon becoming due and payable under the provisions hereof or under the provisions of the Mortgage or any note secured thereby; and (c) performance and discharge of any and all obligations, covenants, representations and agreements of Assignor contained herein and in the Mortgage, any note secured thereby, and other instrument evidencing or securing said indebtedness, and in any and all Leases.

3. Representations and Warranties by Assignor. Assignor hereby represents and warrants that: (a) each Lease has been duly executed, is valid and enforceable; (b) the terms thereof are as set forth in the copy of said Lease delivered to the Assignee; (c) landlord and tenant are not in default thereunder; (d) neither the Leases nor any rents thereunder are subject to any other assignment; (e) no rent has been anticipated or prepaid by more than thirty (30) days prior to due date or accrual; (f) the tenant does not have and has not claimed any defense, abatement, deduction, offset, claim or counterclaim affecting the payment of rent or performance of the tenant's other obligations thereunder; (g) the Leases contain no option to buy or right of first refusal of an offer to sell the Premises or any part thereof; (h) Assignor has good right and authority to assign the Lease(s) to Assignee; (i) each Lease is expressly subordinate by its terms to the Mortgage; (j) the tenants under all existing Leases are currently paying the full rents due under such Leases and (k) all rents in respect of the Premises and under any Leases may be and are being lawfully collected, free of any offsets credits or claims, or any violations of governmental regulations or requirements.

4. Covenants by Assignor. Assignor hereby covenants and agrees that it will not, without the Assignee's prior written consent: (a) reduce the rent due under any Lease; (b) pledge, mortgage or assign any Lease or rent thereunder as security for any obligation; (c) assign any Lease or rent thereunder, except in connection with a conveyance of the Premises and then only if expressly made subject to this Assignment and the Mortgage and if permitted by said Mortgage; (d) violate or default in performance of any provisions thereof; or (e) consent to or permit to continue any material violation or default under any Lease.

The foregoing covenants constitute an agreement by Assignor in accordance with applicable New York Law. Assignee is hereby authorized to send copies of this Assignment to all tenants and subtenants under all Leases.

5. Additional Covenants by Assignor. Assignor hereby covenants and agrees that, as to all present and future Leases, it will: (a) within ten (10) days of written request therefor by the Assignee deliver to the Assignee executed or conformed copies of all Leases or other instruments affecting the Premises; (b) give prompt notice to the Assignee of any default by either landlord or tenant under any Lease, with a copy of any notice of default given by either landlord or tenant; and (c) enforce, short of termination of the Lease, the performance of all material obligations of the tenant, at Assignor's expense.

6. Rent Payment to Assignor. So long as there is no outstanding Event of Default (as defined in the Mortgage), Assignor may receive, collect and enjoy the rent, income and

profits from the Premises, but the same shall be received and collected by Assignor as a trust fund for the current payment of the Mortgage principal and interest, and any other sums due under or secured by the Mortgage, and for taxes, assessments, insurance premiums, and maintenance and utility charges relating to the Premises before using the same for any other purpose.

7. Assignee's Rights. Upon or at any time after the occurrence of an Event of Default (as defined in the Mortgage) and while the same is continuing, the Assignee may, at its option and without further notice to Assignor, enter upon the Premises, collect and receive any and all rents and income therefrom, take possession of the Premises, operate and manage the same, amend, modify or terminate Leases, make repairs and alterations and do all things that Assignor might do with respect to the Premises without limitation. This Assignment shall constitute Assignor's unconditional and irrevocable consent to the foregoing.

8. Rent Payment to Assignee. A written demand by the Assignee on the tenant under any Lease, for payment of rent to the Assignee, shall be sufficient warrant and authorization to said tenant to pay rent to Assignee without necessity for further consent by Assignor or evidence of a default by Assignor. Assignor hereby directs and requires all tenants on the Premises or any part thereof to honor this Assignment and comply with any such demands by the Assignee until written notice by the Assignee to the tenant to resume rent payments to Assignor.

9. Application of Rents. The Assignee may apply any rents received by it hereunder to the payment of (a) all expenses pertaining to the operation and management of the Premises, including taxes, assessments, liens, insurance premiums, repairs and alterations with interest, and (b) interest on and the principal of the indebtedness secured hereby, and other sums due under the Mortgage and all costs and attorneys' fees, in such manner and order of priority as the Assignee may in its sole discretion determine, any law or custom to the contrary notwithstanding.

10. Indemnity. Assignor hereby indemnifies and shall save the Assignee harmless from any liability and expense incurred by the Assignee hereunder or under the Leases and agrees to reimburse the Assignee for any such liability and expense, with interest, on demand.

11. Effect. Any action by the Assignee hereunder shall not constitute a waiver of or be deemed to cure any default by Assignor under the Note, Mortgage or other instrument, and shall not affect or prejudice any other rights or remedies of the Assignee, which may be exercised by the Assignee prior to, concurrently with or subsequent to action hereunder; and any action by the Assignee under the Note, Mortgage or other instrument, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice the Assignee's rights hereunder. Nothing herein contained nor any action by the Assignee hereunder (including the acceptance of this Assignment of Leases by the Assignee) shall be construed as an assumption by the Assignee of any of the covenants of the Leases, and

the Assignee hereby agrees to continue to be liable for the performance of each and every covenant contained in each of said Leases, on the part of the Assignee to be performed.

12. Assignment by Assignee; Foreclosure. The Assignee may assign the landlord's interest in said Leases to any subsequent holder of said Mortgage or to any party who acquires title to the Premises in foreclosure. No assignee of the landlord's interest in said Leases after a foreclosure of said Mortgage shall be liable to account to Assignor for any rents or income thereafter accruing.

13. Default. Any default by Assignor hereunder, or any breach or violation of any representation, warranty or covenant herein, shall at the option of the Assignee, unless cured within any applicable grace or cure period set forth in the Mortgage after written notice from the Assignee, constitute an Event of Default (as defined in the Mortgage) under the Mortgage, as if the provisions hereof were fully set forth in the Mortgage, entitling the Assignee to all rights and remedies therein contained.

14. Termination. This Agreement shall continue in full force and effect until full payment of all indebtedness secured hereby, as evidenced by the recording of a full release of the Mortgage without the recording on the same day of another mortgage to the Assignee affecting the Premises, at which time this Assignment shall terminate and be void and of no effect without necessity for any further instrument.

15. Conflict. In the event of a conflict between the terms of the Mortgage and the terms of this Assignment, the terms of this Assignment shall control the rights and obligations of the Assignor and Assignee.

16. Succession. This Assignment is binding upon Assignor and any subsequent owner of the Premises or any part thereof and is binding upon the inures to the benefit of the Assignee, its successors and assigns, including and subsequent holder of the Mortgage and any purchaser at a foreclosure sale.

NO FURTHER TEXT ON PAGE

SCHEDULE A
LEGAL DESCRIPTION

ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Henry Street, said point being the northwesterly end of a line that connects the northerly side of Greenwich Street with the easterly side of Henry Street;

RUNNING THENCE along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 199.57 feet to a point;

RUNNING THENCE across Lot 263 the following three (3) courses and distances:

- 1. South 82 degrees 19 minutes 24 seconds East a distance of 119.80 feet to a point;
- 2. North 89 degrees 35 minutes 19 seconds East a distance of 147.77 feet to a point;
- 3. North 70 degrees 34 minutes 30 seconds East a distance of 114.67 feet to a point on the dividing line between tax lot 263 and tax lot 262A;

RUNNING THENCE along said dividing line the following two (2) courses and distances:

- 1. South 65 degrees 40 minutes 14 seconds West a distance of 51.00 feet to a point;
- 2. South 26 degrees 39 minutes 14 seconds West a distance of 308.97 feet to the northerly side of Greenwich Street;

RUNNING THENCE North 64 degrees 28 minutes 31 seconds West a distance of 188.69 feet to a point;

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THENCE North 64 degrees 28 minutes 31 seconds West a distance of 70.00 feet to a point;

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ALL that certain plot piece or parcel of land, situate, lying and being in the Village of Hempstead, County of Nassau and State of New York, being bounded and described as follows:

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RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza, LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gayron de Bruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

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2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to easterly side of Henry Street and the point or place of BEGINNING.

EXHIBIT G

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is executed this 31st day of August, 2021, between **FAD HENRY STREET FOOD CORP.**, a New York corporation, having an address at 216-218 Henry Street, Hempstead, NY 11550 ("**Obligor**"), and **LENDING2U LLC**, a Delaware limited liability company, having an office at 1877 South Federal Highway, Suite 304, Boca Raton, FL 33432 ("**Lender**").

In consideration of an extension of credit by Lender to Obligor or to another person at the request of, or in reliance upon the guarantee of, Obligor, or for other good and valuable consideration, which Obligor acknowledges having received, Obligor and Lender agree as follows:

SECTION 1. SECURITY AGREEMENT. As security for the payment and performance of all Liabilities (as defined in Section 6.5) of Obligor to Lender, Obligor grants to Lender a continuing security interest (the "Security Interest") in the Collateral listed in Schedule A at the foot hereof, and all proceeds, products, additions, accessions, replacements or substitutions, if any, and all books and records, now existing and hereafter arising, relating to the Collateral listed in Schedule A (all such items being collectively hereinafter called the "Collateral"). Lender's security interest shall also include all cash and noncash proceeds, immediate or remote, of the Collateral or any other collateral now or hereafter in Lender's possession. Pending full payment and performance of all of Obligor's Liabilities to Lender, Lender may hold any assets of Obligor, or in which Obligor has an interest, which come into Lender's possession which are not included in the Collateral as additional security for the payment and performance of Obligor's Liabilities or apply those assets to Obligor's Liabilities and such assets shall be deemed Collateral under the terms of this Agreement.

SECTION 2. INDEBTEDNESS SECURED. The Security Interest secures all Liabilities of Obligor to Lender of any kind or nature whatsoever, regardless of whether any other person may be jointly or severally liable thereon.

SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS. Obligor warrants, represents and covenants, and, so long as this Agreement is in effect, shall be deemed continuously to warrant, represent and covenant as follows:

(a) Obligor is duly organized and in good standing under the laws of its state of organization. The execution of this Agreement by Obligor is duly authorized. Obligor keeps and shall keep its books of account and goods of any nature if purported to be Collateral at its address appearing at the beginning of this Agreement or at such other address as Obligor notifies Lender pursuant to Section 3(d). Obligor owns all property included in the Collateral free from any lien, security interest or encumbrance except for the security interest granted hereby or any other security interests for the benefit of Obligor. Obligor has a place or places of business only in the following counties: Nassau. Obligor conducts its business under the name(s) **FAD HENRY STREET FOOD CORP.** Obligor has not conducted its business under any other name.

(b) Obligor will notify Lender promptly in writing of any change in Obligor's business address or chief executive office, any change in the address at which records concerning the Collateral are kept, any change in the location of any Collateral and any change in Obligor's name, identity or corporate or other structure.

(c) Obligor will pay all taxes, assessments and other charges of every nature which may be imposed, levied or assessed against Obligor or any of Obligor's assets, prior to the date of the imposition of any penalties or the attachment of any liens with respect thereto (other than liens attaching prior to payment becoming due, if payment is made when due), provided, however, Obligor shall not be required to pay any such tax, assessment or other charge so long as its validity is being contested in good faith by appropriate proceedings diligently conducted.

(d) Obligor shall give Lender access to all places where any part of the Collateral may be maintained. Collateral shall be kept only at the address of Obligor set forth at the beginning of this Agreement, at the address of the Premises, if any, listed on Schedule A hereto, or at such other addresses as are listed on Schedule B hereto. Collateral may not be kept at any other location except upon 30 days prior written notice by Obligor to Bank, which notice must specify both the new location and the Collateral to be located there. The Obligor will not place the Collateral in any warehouse which may issue a negotiable document therefor.

(e) Obligor shall keep all its properties, whether included in the Collateral or not, in good order and repair, and shall not waste or destroy them or any part thereof or use them or any part thereof in violation of any applicable law; it shall not sell, transfer or otherwise dispose of any of its properties included in the Collateral except for the sale (prior to a default hereunder or under any note, loan agreement or guarantee) of inventory in the ordinary course of business; it shall procure and maintain theft and fire insurance with extended coverage, covering all goods included in the Collateral for the full value thereof, which insurance shall be in such reasonable amounts as Lender shall direct, and shall name Lender as secured party/mortgagee; it shall furnish Lender with policies, certificates and receipted bills evidencing its compliance with such insurance requirements.

(f) If certificates of title are or shall be issued with respect to any equipment or inventory included in the Collateral, Obligor shall cause the interest of Lender to be properly noted thereon.

(g) Obligor shall, at its own expense, do all acts and execute and deliver all writings Lender may at any time require to protect or enforce Lender's interests, rights and remedies created by, provided in or emanating from this Agreement.

(h) Obligor shall keep and maintain at its own expense, in accordance with generally accepted accounting principles consistently applied, accurate and complete records of all Collateral, and Lender shall have access to and a security interest in all such records.

(i) Lender shall, at all times so long as there shall be any outstanding Liabilities of Obligor to Lender, have a perfected first priority security interest in the Collateral free and clear of all liens, claims, charges and encumbrances of any kind or nature whatsoever. The Obligor shall

prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by this Agreement.

(j) If Lender in its sole discretion and at any time or from time to time determines that the liquidation value of the Collateral has become inadequate, Obligor will immediately on demand: (i) deliver to Lender additional collateral of a kind and value satisfactory to Lender, or (ii) make payments of Liabilities, sufficient to cause the relationship of the liquidation value of Collateral to Liabilities (including Liabilities for which a commitment to lend exists) to become satisfactory to Lender.

(k) Each instrument and each document constituting Collateral is genuine and in all respects what it purports to be.

(l) The Obligor will defend the Collateral against any claims and demands of any other person to all or any part or any interest therein.

(m) As to each account, instrument or any general intangible or other Collateral representing, in whole or in part, an obligation of a person to pay money (all of same in which Lender is granted a security interest are referred to in this Agreement collectively as "Payment Obligations" and individually as a "Payment Obligation"):

(i) the Payment Obligation is genuine in all respects and is what it purports to be;

(ii) the person liable on the Payment Obligation has capacity to enter into the transaction giving rise thereto;

(iii) the Payment Obligation has not been previously assigned or encumbered;

(iv) Obligor has full right and authority to assign the Payment Obligation and grant a security interest therein to Lender;

(v) if the Payment Obligation arises from the sale or lease of goods, such goods have been shipped or delivered to the person liable on the Payment Obligation;

(vi) if the Payment Obligation arises from the providing of services, all services required to be provided have been provided to the person liable on the Payment Obligation;

(vii) the Payment Obligation is a valid, legally enforceable obligation of the person purported to be liable thereon for the full amount thereof as represented from time to time by Obligor to Lender as owing thereon and is not subject to any offset, counterclaim or defense or to any claim denying liability thereunder in whole or in part;

(viii) no partial payment or other credit not disclosed in writing to Lender has been made, given or consented to by anyone with respect to any Payment Obligation;

(ix) the Payment Obligation is enforceable according to its terms, and no payment thereon is past due; and

(x) Obligor agrees to perform fully all obligations imposed upon Obligor in connection with all Payment Obligations so that the amounts owed on the Payment Obligations shall actually become payable in their entirety to Obligor, but by its acceptance of the Payment Obligations as Collateral, Lender does not assume and shall never have any liability for the performance of any of the obligations of Obligor under any transaction, agreement or contract out of which said Payment Obligations, or any of them, arise.

SECTION 3. APPOINTMENT OF AGENT. For the purpose of protecting Lender's interests, and only for such purpose, Obligor hereby irrevocably appoints Lender, with full power of substitution, as Obligor's agent:

(a) to endorse the name of Obligor upon any instruments that may come into Lender's possession in accordance with this Agreement;

(b) to request and receive from Obligor's accountants all information pertaining to Obligor; and

(c) to sign Obligor's name on any invoice, bill of lading or communication relating to any obligation for the payment of money or on drafts, assignments and verifications of such obligations for the payment of money.

SECTION 4. RIGHTS AND OBLIGATIONS.

4.1. Notification of Debtors - As to accounts, instruments and general intangibles included in the Collateral, Lender shall have the right to notify any person liable thereon and to direct that all payments made thereon be paid and sent directly to Lender.

4.2. Payments on Account of Obligor - Lender may, but shall not be obliged to, advance any amount required to be paid by Obligor to cure or prevent a breach of any obligation of Obligor hereunder or with respect to the Collateral, or any apparent breach by reason of Obligor's failure to furnish satisfactory evidence that such payment was made. Each amount so paid by Lender shall be deemed a loan to Obligor payable on demand and shall be added to the cash balance owing Lender. The making of one or more such payments by Lender shall not constitute its agreement to take any further or similar action or a waiver of any default by Obligor.

4.3. Payment of Expenses - Obligor shall pay Lender all disbursements or expenses (including attorney's fees whether or not legal proceedings are commenced, and court costs) Lender may incur with respect to the Collateral including, without limitation, costs and expenses, including attorney's fees, incurred in the collection or realization upon any Collateral, assembling and selling any Collateral, defending the Collateral against claims of third persons or protecting its rights under this Agreement.

4.4. Obligor Shall Not Modify - Obligor shall not grant any extension of time of payment of any Collateral, nor compromise, compound or settle any Collateral for less than the full amount thereof, release in whole or part any person or persons liable for the payment of any Collateral, nor allow any credit or discount whatever upon any Collateral.

4.5. Original Documents - At the request of Lender, Obligor shall deliver to Lender all original and other documents evidencing and relating to the sale and delivery of merchandise, or the performance of labor and services, which gave rise to all or any part of the Collateral. At the request of Lender, Obligor shall execute and deliver to Lender a separate assignment of any part of or all Collateral and of any or all guarantees or securities therefor. Lender may file and refile any financing statements without Obligor's signature.

4.6. Obligor's Records - In the event of a default of any Obligation, Lender may place its representatives on Obligor's premises, with full authority to take possession of and retain for Lender the books and records of Obligor with reference to any or all Collateral, and with full authority to receive from Obligor and deliver to Lender any amounts received in payment of any or all Collateral.

4.7. Notification of Lender - Obligor shall notify Lender of any occurrence which may affect the perfection of Lender's security interest in any of the Collateral.

4.8. Grant of Other Security Interests - Obligor shall not grant any further security interest in or permit any liens upon any of the Collateral without the prior written consent of Lender granted or withheld in Lender's sole discretion.

4.9. Schedule of Collateral - Upon request of Lender at any time and from time to time, Obligor shall list all Payment Obligations included in the Collateral on separate schedules in a form prescribed by Lender and deliver such schedules to Lender. If requested by Lender, such schedules shall include, inter alia, aging information, copies of invoices not previously provided to Lender, unpaid balances and address and telephone number information for each person liable on such Payment Obligation.

4.10. Notation of Lender's Interest - If so requested by Lender, Obligor will stamp on any invoice or other evidence of a Payment Obligation a notation, in form satisfactory to Lender, of the assignment of the Payment Obligation to Lender.

4.11. Collection of Payments - If authorized in writing by Lender, Obligor may collect Payment Obligations included in the Collateral in Obligor's own name, provided that any amounts so collected shall remain subject to and impressed with the lien of Lender's security interest. All such amounts shall be held by Obligor as trustee for Lender and segregated from all other funds of Obligor. Obligor shall, forthwith upon receipt, transmit and deliver to Lender such payments, properly endorsed, in the exact form received without commingling with other funds or property. All items received by Lender in payment of such Payment Obligations shall in Lender's sole discretion be deposited to the credit of Obligor with Lender, as security for payment of any of Obligor's Liabilities or be applied by Lender in reduction of Obligor's Liabilities. Lender may,

from time to time, in its sole discretion, (a) apply all of the then balance held for the credit of Obligor, representing collected funds, in such deposit account, toward payment of all or any part of the Liabilities, whether or not then due, in such order of application as Lender may determine; or (b) permit Obligor to use all or a part of said funds in the normal course of Obligor's business. At Lender's request, Obligor will establish a lock box or boxes for the receipt of funds which at all times shall be subject to Lender's control.

4.12. Notices of Assignment - Obligor shall execute, immediately upon request of Lender, notices of assignment upon Lender's forms, to notify all persons liable on any Payment Obligation of this assignment. Such notices of assignment shall be executed in blank, and Lender shall have the authority to complete them with the name of any persons liable on such Payment Obligation.

4.13. Payment to Lender - Upon notice from Lender, each person obligated to pay any Payment Obligation is hereby authorized and directed by Obligor to make payment directly to Lender. Lender is hereby authorized and empowered on behalf of Obligor to endorse the name of Obligor upon any check, draft or other instrument payable to Obligor evidencing payment upon said accounts coming into Lender's possession and to receive and apply the proceeds therefrom in accordance with the terms hereof. The records on each Payment Obligation constituting part of the Collateral shall be marked "Assigned to LENDING2U LLC", provided that Obligor's failure to comply with this covenant shall never impair Lender's rights hereunder.

4.14. Release by Lender - The receipt of Lender to any person obligated to pay any Payment Obligation shall be a full and complete release, discharge and acquittance to such person to the extent of any amount so paid to Lender.

4.15. Returned Merchandise - In each instance where any Payment Obligation arises out of a sale of merchandise and such merchandise is refused by the purchaser or returned to Obligor for any reason, Lender shall, immediately upon such merchandise coming into the actual or constructive possession of Obligor, have a valid and subsisting security interest therein and lien thereon to secure the Obligor's Liabilities. Obligor covenants and agrees to execute promptly such other instruments as may be necessary or proper in the opinion of Lender better to evidence such security interest, provided, however, that the security interest of Lender upon any balance remaining owing on any Payment Obligation shall not be invalidated, irrespective of whether Lender shall have consented to or acquiesced in the acts of Obligor if merchandise sold, or any part thereof, is returned to or recovered by Obligor from the person owing the Payment Obligation, and Obligor thereafter deals with it as Obligor's own property. In the event merchandise to which a Payment Obligation relates is damaged or destroyed while title is still in Obligor, Obligor assigns to Lender, as additional security for the Liabilities, all claims of Obligor against third persons arising out of such damage or destruction and such claims shall be deemed a part of the Payment Obligation.

4.16. Collection - If any person obligated to pay any Payment Obligation, or any of them, fails or refuses to make payment when due, Lender is authorized, in its discretion, either in its own name or in the name of Obligor, to take such action as Lender shall deem appropriate for the collection of the Payment Obligation with respect to which a delinquency exists. In the alternative, at Lender's

sole option, Obligor shall take all steps necessary and appropriate to collect such Payment Obligation, including the commencement and prosecution of any litigation against the persons liable thereon, at its own cost and expense, and remit the proceeds of such collection to Lender, net of only such expenses as are approved in advance by Lender in writing. Regardless of any other provision hereof, however, Lender shall never be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any collateral assigned to it hereunder, nor shall it be under any obligation whatever to anyone by virtue of this assignment except to account for the funds that it shall actually receive hereunder.

4.17. **Satisfaction of Obligor's Responsibilities** - Obligor shall fully perform all obligations that it owes to any other person related to the Collateral including, without limitation, the performance of all contract obligations and conditions which must be performed in order for the full amount of a Payment Obligation to be paid. Obligor shall maintain all Collateral in good order and repair and shall keep the same insured against loss or damage for the full value thereof. Obligor shall not take any action to waste or diminish the value of any Collateral.

SECTION 5. DEFAULT.

5.1 **Events of Default** - Any of the following shall constitute an event of default hereunder:

(a) the breach of any representation, warranty, covenant, promise or obligation contained herein or contained in any mortgage, promissory note, security agreement, guaranty or similar document between Obligor and Lender, or given by Obligor to Lender, which is related to or out of which arises any Liability of Obligor to Lender, or if an event of default occurs under any such other document; or

(b) the breach of any representation, warranty, covenant, promise or obligation in, or the occurrence of an event of default under, any guarantee or similar document guaranteeing any Liability of the Obligor or pledging collateral as security for such guarantee.

(c) the failure of Obligor to pay or perform when due any Liability of Obligor to Lender; or

(d) the failure of any security interest in any part of the Collateral, or any part of the Liabilities secured thereby, to comply with Regulation U of the Federal Reserve Board, as amended.

5.2. **Rights Upon Default** - Upon the occurrence of any event of default, and at any time thereafter, Lender shall have, in addition to any right at law or in equity or in any other agreement between Obligor and Lender, the right (a) in its sole discretion to declare all of the Liabilities of Obligor to Lender immediately due and payable; (b) to exercise all the rights and remedies of a secured party under the Uniform Commercial Code; (c) to require Obligor to assemble and make any goods included in the Collateral ready for sale at a place designated by Lender; (d) to transfer any property constituting Collateral into its own name or that of its nominee and to receive the income and proceeds thereon; and (e) to notify post office authorities to change the address for

delivery of mail addressed to Obligor, and to receive, open and dispose of such mail. Insofar as Collateral consists of accounts, insurance policies, instruments, chattel paper, general intangibles, choses in action or any other Payment Obligation, Lender may in addition to its other rights, realize upon such Collateral by way of adjustment or compromise, whether or not payment under such Collateral is then due, and may commence legal action at Obligor's expense to collect on any Collateral constituting an obligation to pay money by any person. Whenever reasonable notice is required as a matter of law to the exercise of any right by Lender with respect to the Collateral, 5 days' prior notice shall suffice. However, no notice shall be required with respect to Collateral that is perishable, threatens to rapidly decline in value or is sold on a recognized market. Only the net cash proceeds, as and when received, after subtracting expenses incurred by Lender in realizing upon any Collateral, shall be applied to Obligor's Liabilities. In the event such net cash proceeds are insufficient to pay fully all Liabilities, Obligor shall remain liable to Lender for the deficiency regardless of any notes or other obligations Lender may receive in connection with any disposition of the Collateral and notwithstanding that it may continue to hold other Collateral. No surplus need be rendered to Obligor until Lender has received indefeasible payment in full in money for all Liabilities. Lender need not liquidate any Collateral before proceeding against Obligor to collect Obligor's Liabilities after the occurrence of any event of default.

5.3. Other Agreements - The rights granted to Lender by Obligor hereunder are cumulative and in addition to the rights granted by every other agreement which Obligor has or may hereafter execute with or deliver to Lender or which Lender may hereafter acquire by assignment or transfer, and no such agreement shall be read or construed to limit, restrict or otherwise modify in any way the rights given hereby. All provisions relating to collateral granted to Lender contained in any such other agreements shall apply to all Collateral granted under this Agreement. Lender may realize upon any Collateral granted hereby and upon any other collateral it may have in whatever order it determines appropriate in its sole discretion.

5.4. Delay and Waiver By Lender - Any delay on the part of Lender in exercising any power or right hereunder shall not operate as a waiver thereof. No waiver by Lender of any default shall operate as a waiver of any other default or of the same default on any future occasion.

5.5. Sale Without Default - If Lender determines that the value of any Collateral threatens to decline, then even if there is not then an event of default, Lender shall have the right to realize upon the value of that Collateral and retain the proceeds as cash Collateral. In do so, Lender shall be permitted to proceed in the same manner as though there were an event of default, but any amounts realized upon the sale or other disposition of Collateral, unless otherwise agreed by Lender and Borrower, shall be retained as cash Collateral pending default or payment and performance in full of all Liabilities.

SECTION 6. MISCELLANEOUS.

6.1. Obligor's Waiver - Obligor waives presentment, notice of dishonor and protest of all instruments included in or evidencing Liabilities or the Collateral, any and all other notices and demands, except as herein or in any other loan documents between the parties specifically provided or as may not be waived by law.

6.2. Continuance - This Agreement shall continue in full force and effect so long as Obligor has any Liabilities to Lender, its successors or assigns.

6.3. Notices - All notices hereunder shall be in writing and shall be delivered personally or be sent to the parties hereto at their respective addresses set forth above, marked, if to Lender, "Attention: President", by overnight courier (e.g. Federal Express) or certified mail, return receipt requested, or to such other addresses as of which notice shall be duly given. Notices shall be effective when delivered personally, one business day after delivery to an overnight courier or two business days after mailed, as the case may be.

6.4. Invalidity - The invalidity of any portion of this Agreement shall not affect the balance of this Agreement, nor shall the invalidity of any portion hereof, as applied to any particular circumstance, affect the validity of this Agreement when applied to any other circumstances.

6.5. Definitions - As used herein any words or phrases given a meaning by the Uniform Commercial Code shall have such meaning and the term "Liabilities" shall mean any and all liabilities of Obligor to Lender of every kind, character and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and includes obligations to perform acts and refrain from taking action as well as obligations to pay money, and includes any obligation which may be extinguished by payment but thereafter revived because Lender is required to repay or disgorge any such payment. The term "Liabilities" shall also include liabilities originally incurred by Obligor with other persons and acquired by Lender.

6.6. Governing Law and Modification - This agreement shall not be modified, waived, or terminated except in writing signed by the party to be charged. This Agreement shall be governed by and interpreted under the laws of the State of New York.

6.7. Binding Nature of Agreement - This Agreement shall be binding on the parties hereto, their respective heirs, executors, administrators, successors and assigns, and relative words herein shall be read as if written in the plural when appropriate. Obligor, if more than one, shall be jointly and severally liable.

6.8. Consumer Transactions - If Obligor is a natural person, then any security interest granted under this Agreement shall not secure any consumer credit transaction as defined in the Consumer Credit Protection Act and Federal Reserve Board Regulation Z, unless the consumer credit transaction is exempt from Regulation Z requirements or all required Regulation Z disclosures regarding the collateral have been made.

6.9. Assignability - If the Lender sells, assigns or transfers all or any part of the Liabilities, then the Lender may assign, in whole or in part, the security interest granted to it in the Collateral and may retain a part of such security interest to secure any Liabilities retained by Lender.

6.10. Waiver of Trial by Jury - Obligor acknowledges and agrees that any controversy arising in connection with this Agreement would involve complex issues not readily understood by

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persons lacking sophistication in matters of business and finance, and therefore waives trial by jury
in any action or proceeding in any court related to this Agreement.

NO FURTHER TEXT ON PAGE

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the Obligor has executed or caused this Security Agreement to be executed by its duly authorized representative.

FAD HENRY STREET FOOD CORP.

By: 
Name: Robert Ferreira
Title: Authorized Signatory

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

On this 31 day of August, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Ferreira, 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.

Notary

ANNA MARIN
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01MA5039882
Qualified in Queens County
My Commission Expires March 06, 2023

SCHEDULE A

The Collateral

Debtor/Obligor: FAD HENRY STREET FOOD CORP.

Secured Party/Bank: LENDING2U LLC

All property of the following types, wherever located and whether now owned or hereafter owned or acquired by Debtor, or now existing or hereafter arising, whether or not affixed to realty, and all proceeds and products thereof in any form, in all part, accessories, attachments, special tools, additions, replacements, substitutions and accessions thereto or therefor, and all increases or profits received therefrom:

(a) All Debtor's inventory (including without limitation all goods, merchandise, raw materials, goods in process, finished goods, findings or component materials, and all supplies, incidentals, office supplies, packaging materials, and any and all goods or items used or consumed in the operation of the business of Debtor or which contribute to the finished products or to the sale, promotion, and shipment thereof, without exception) now owned or hereafter acquired by Debtor and held for any purpose including, without limitation, sale, lease, or resale or furnished or to be furnished under contracts of service, or used or consumed in Debtor's business.

(b) All Debtor's accounts, notes, drafts, acceptances, instruments, chattel paper, documents and general intangibles now owned by Debtor, as well as any and all thereof that may be hereafter acquired or owned by Debtor, and in and to all the proceeds and products thereof, and in and to all returned or repossessed goods arising from, or relating to, any such collateral. The terms "accounts," "notes," "drafts," "acceptances," "instruments," and "chattel paper" as used herein shall include not only such thereof as arise out of the sale or other disposition at any time and from time to time of inventory, but also such as arise out of or for furnishing services, or the furnishing of, or the furnishing of the use of, or the lease of, any goods, or arising out of any other transaction giving rise to an enforceable obligation to make payment in money or in goods.

(c) All documents of title evidencing any part of said inventory, accounts, notes, drafts, acceptances, instruments, chattel paper and general intangibles, all returned or repossessed goods arising from or relating to any accounts, or other sale or disposition of inventory.

(d) All Debtor's equipment, fixtures, vehicles and all other goods, whether now owned or hereafter acquired, including, without limitation, all parts thereof and spare parts, and goods in the process of manufacture or repair.

(e) Other (without limiting the general nature of the above descriptions): All right, title and interest of Debtor in and to (i) all leases, subleases and other agreements in which Debtor is a tenant or lessee affecting the use or occupancy of the premises commonly known as 216-218 Henry Street, Hempstead, NY 11550 the "Premises") now or hereafter entered into, (ii) all rents,

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issues and profits arising out of Debtor's right to occupy the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to Debtor's right to occupy the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights) or for any other injury to or decrease in the value of the Premises and (iv) all proceeds of any and all unearned premiums on any insurance policy covering Debtor's interest in the Premises.

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SCHEDULE B

[LIST OF OTHER ADDRESSES]

EXHIBIT H

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Nassau County
Maureen O'Connell
County Clerk

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Mineola, NY 11501



80 2022 00256819

Ref ID#: UC 22 000228

Instrument Number: 2022-00256819

As

U02 - UCC 1 WITH REALTY

Recorded On: January 24, 2022

Parties: FAD HENRY STREET FOOD CORP

TO LENDING2U LLC

Recorded By: RAM ABSTRACT

Num Of Pages:

Comment:

** Examined and Charged as Follows: **

U02 - UCC 1 WITH REALTY

40.00

Blocks - \$300

300.00

Recording Charge:

340.00

Property Description:

| Line | Section | Block | Lot | Unit | Town Name |
|------|---------|--------|-----|------|-----------|
| 1 | 36 | 469-01 | 265 | | HEMPSTEAD |
| 2 | 36 | 469-01 | 266 | | HEMPSTEAD |

** THIS PAGE IS PART OF THE INSTRUMENT **

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Record and Return To:

Document Number: 2022-00256819

Receipt Number: 2486193

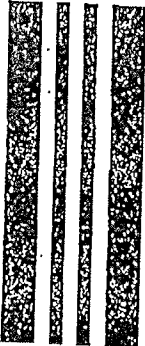
Recorded Date/Time: January 24, 2022 10:02:36A

Book-Vol/Pg:

Cashier / Station: 0 BMP / NCCL-CCQ4FP1



Maureen O'Connell
County Clerk Maureen O'Connell



UCC FINANCING STATEMENT

FOLLOW/INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Abrams Fensterman et al.
3 Dakota Drive, Ste. 300
Lake Success, NY 11042
Attention: Melody Schor, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR
1b. INDIVIDUAL'S LAST NAME

FAD HENRY STREET FOOD CORP.

1c. MAILING ADDRESS

216-218 Henry Street

1d. SEE INSTRUCTIONS

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATION ID#, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATION ID#, if any

☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR
3b. INDIVIDUAL'S LAST NAME

LENDING2U LLC

3c. MAILING ADDRESS

1877 South Federal Highway, Suite 304

4. THE FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ The FINANCING STATEMENT is to be filed (or recorded) in a REAL ESTATE RECORDS. Attach Addendum ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR
FAD HENRY STREET FOOD CORP.

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME SUFFIX

10. MISCELLANEOUS:

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR
11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

216-218 Henry Street

CITY

Hempstead

STATE

NY

POSTAL CODE

11550

COUNTRY

11d. SEE INSTRUCTIONS

ADDITIONAL INFORMATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR
12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:
216-218 Henry Street, Hempstead, NY 11550

15. Additional collateral description:

County: Nassau
State of: New York
Section 36
Block 469-01
Lots 265 and 266

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public Finance Transaction — effective 30 years

SCHEDULE A - The Collateral

Debtor/Obligor: LENDING2U LLC

Secured Party/Bank: FAD HENRY STREET FOOD CORP.

All property of the following types, wherever located and whether now owned or hereafter owned or acquired by Debtor, or now existing or hereafter arising, whether or not affixed to realty, and all proceeds and products thereof in any form, in all part, accessories, attachments, special tools, additions, replacements, substitutions and accessions thereto or therefor, and all increases or profits received therefrom:

(a) All Debtor's inventory (including without limitation all goods, merchandise, raw materials, goods in process, finished goods, findings or component materials, and all supplies, incidentals, office supplies, packaging materials, and any and all goods or items used or consumed in the operation of the business of Debtor or which contribute to the finished products or to the sale, promotion, and shipment thereof, without exception) now owned or hereafter acquired by Debtor and held for any purpose including, without limitation, sale, lease, or resale or furnished or to be furnished under contracts of service, or used or consumed in Debtor's business.

(b) All Debtor's accounts, notes, drafts, acceptances, instruments, chattel paper, documents and general intangibles now owned by Debtor, as well as any and all thereof that may be hereafter acquired or owned by Debtor, and in and to all the proceeds and products thereof, and in and to all returned or repossessed goods arising from, or relating to, any such collateral. The terms "accounts," "notes," "drafts," "acceptances," "instruments," and "chattel paper" as used herein shall include not only such thereof as arise out of the sale or other disposition at any time and from time to time of inventory, but also such as arise out of or for furnishing services, or the furnishing of, or the furnishing of the use of, or the lease of, any goods, or arising out of any other transaction giving rise to an enforceable obligation to make payment in money or in goods.

(c) All documents of title evidencing any part of said inventory, accounts, notes, drafts, acceptances, instruments, chattel paper and general intangibles, all returned or repossessed goods arising from or relating to any accounts, or other sale or disposition of inventory.

(d) All Debtor's equipment, fixtures, vehicles and all other goods, whether now owned or hereafter acquired, including, without limitation, all parts thereof and spare parts, and goods in the process of manufacture or repair.

(e) Other (without limiting the general nature of the above descriptions): All right, title and interest of Debtor in and to (i) all leases, subleases and other agreements in which

Debtor is a tenant or lessee affecting the use or occupancy of the premises commonly known as 216-218 Henry Street, Hempstead, NY 11550 (the "Premises") now or hereafter entered into, (ii) all rents, issues and profits arising out of Debtor's right to occupy the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to Debtor's right to occupy the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights) or for any other injury to or decrease in the value of the Premises and (iv) all proceeds of any and all unearned premiums on any insurance policy covering Debtor's interest in the Premises.

EXHIBIT I

AMENDED AND RESTATED MORTGAGE NOTE

DATE OF NOTE: As of September 1, 2022

PRINCIPAL AMOUNT: \$1,500,000.00

INTEREST RATE: 12% per annum.

DEFAULT RATE: Sixteen (16%) percent per annum, but in no event to exceed the maximum rate allowed by law.

MATURITY DATE: February 28, 2023

FOR VALUE RECEIVED, the undersigned, **FAD HENRY STREET FOOD CORP.**, a New York corporation, having an address at 216-218 Henry Street, Hempstead, NY 11550 (hereinafter, the "Borrower"), does hereby covenant and promise to pay to **LENDING2U LLC** (hereinafter with its successors or assigns being collectively termed the "Lender"), a Delaware limited liability company, having an office at 1877 South Federal Highway, Suite 304, Boca Raton, FL 33432, or at such other place or places as the Lender may designate to the Borrower in writing from time to time, in coin or currency of the United States which is then legal tender for the payment of public or private debts, the Principal Amount, together with interest on the Principal Amount at the Interest Rate, from the date hereof until such amount is paid in full.

1. Interest will accrue from the date hereof at the fixed rate of 12% per annum to and including the Maturity Date. The Principal Amount, together with interest thereon at the Interest Rate, shall thus be payable as follows:

- A. On the date of the closing of this loan, interest only, from the date hereof to and including the 31st day of August, 2022;
- B. On and from October 1, 2022 and on the first day of each month thereafter through and including the Maturity Date, in constant and consecutive monthly payments of interest only, in arrears, on the unpaid principal balance of the Principal Amount at the Interest Rate ("Interest Only Payments").
- C. On the Maturity Date, the entire unpaid Principal Amount, together with all accrued and unpaid interest, in one lump sum.

E. Interest shall be calculated on the basis of a 360-day year. The amount of each monthly payment made by Borrower that is allocated to interest will be based on the actual number of calendar days during such month and shall be calculated by multiplying the unpaid principal balance of this Note by the per annum interest rate, dividing the product by 360 and multiplying the quotient by the actual number of days elapsed during the month. Borrower understands that the amount allocated to interest for each month will vary depending on the actual number of

2. A late payment premium equal to five (5.00%) percent of any principal, interest or escrow payment made more than ten (10) days after the due date thereof shall be due with any such late payment.

3. This Note is secured by and the parties hereto are entitled to the benefits of that certain Leasehold Mortgage of even date herewith (the "Mortgage"), made by the Borrower to the Lender, encumbering, among other things, Borrower's interests in certain real property and improvements now or hereafter located on a portion of real property, known as 216-218 Henry Street, Hempstead, NY 11550 (Section 36.00, Block: 469-01, Lots: 265 and 266), as more particularly described in the Mortgage, all of the covenants, conditions and agreements of the Mortgage being made a part hereof by this reference.

4. It is expressly agreed that, upon the failure of the Borrower to timely make any payment due hereunder, or upon the happening of any "Event of Default" as said term is defined in the Mortgage, the entire unpaid principal balance of this Note, together with accrued interest and all other expenses, including, but not limited to reasonable attorneys' fees, shall immediately become due and payable at the option of the holder of this Note, notwithstanding the Maturity Date set forth herein. Upon the occurrence of an Event of Default, whether or not the Lender exercises any of its rights and remedies contained herein, including the right to declare all Indebtedness to be immediately due and payable, the Borrower shall pay interest on the unpaid principal balance hereunder at a rate equal to the Default Rate. The unpaid principal balance hereunder shall bear the Default Rate of Interest until (i) all Indebtedness is paid in full; (ii) the Borrower has cured said Event of Default to the satisfaction of the Lender; or (iii) the Lender, in writing, has waived said Event of Default.

5. Notwithstanding anything to the contrary contained in this Note, this Note is subject to the express condition that at no time shall the Borrower be obligated or be required to pay interest on the principal balance of this Note at a rate which could subject the Lender either to civil or criminal penalty as a result of being in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay. If by the terms of this Note the Borrower at any time is required or obligated to pay interest on the principal balance of this Note at a rate in excess of such maximum rate then the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and any prior interest payments made in excess of such maximum rate shall be applied and shall be deemed to have been payments made in reduction of the principal balance of this Note.

6. Should the indebtedness represented by this Note or any part thereof be collected at law or in equity, or in bankruptcy, receivership or any other court proceedings (whether at the trial or appellate level), or should this Note be placed in the hands of attorneys for collection upon default, the Borrower agrees to pay, in addition to the principal, interest due and payable hereon, all costs of collection or attempting to collect this Note, including reasonable attorneys' fees and expenses.

7. The Borrower hereby waives demand, notice of demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

8. This Note has been drawn, executed and delivered in the State of New York, where all advances and repayments shall be made. This Note and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of New York.

9. Time is of the essence as to all dates set forth herein, provided, however, that whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday or a public holiday or the equivalent for banks generally under the laws of the State of New York (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computations of payment of interest.

10. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought.

11. The Borrower hereby grants to the Lender, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to the Lender, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the Lender or any entity under the control of Lender and its successors and assigns. At any time after a default hereunder or under the Mortgage beyond applicable notice and/or cure periods, if any, and the continuation of such default, without demand or notice (any such notice being expressly waived by the Borrower), the Lender may setoff the same or any part thereof and apply the same to any liability or obligation of the Borrower regardless of the adequacy of any other collateral securing the Loan. ANY AND ALL RIGHTS TO REQUIRE THE LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF THE BORROWER OR ANY GUARANTOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

12. The Lender may at any time pledge all or any portion of its rights under the loan documents including any portion of the Note to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341. No such pledge or enforcement thereof shall release the Lender from its obligations under any of the loan documents.

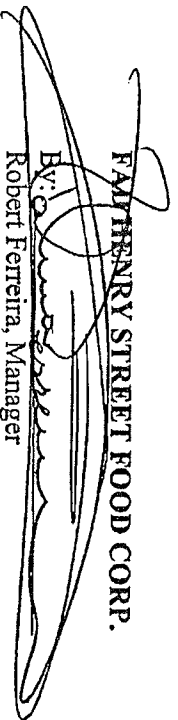
13. THE BORROWER AND THE LENDER (BY ACCEPTANCE OF THIS NOTE) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE LENDER RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A WRY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF THE LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE LENDER TO ACCEPT THIS NOTE AND MAKE THE LOAN.

14. Any judicial proceeding brought against Borrower with respect to this Note or the other Loan Documents shall be brought only in any court of competent jurisdiction in the State of New York, County of Nassau, and Borrower (a) accepts, generally and unconditionally, the nonexclusive jurisdiction of such courts and any related appellate courts and irrevocably agrees to be bound by any judgment rendered thereby in connection with any Loan Document and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such proceeding brought in such a court or that such a court is an inconvenient forum. Any judicial proceeding by Borrower against Lender shall be brought only in a court located in the State of New York, County of Nassau.

15. Any provision of this Note or the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16. All of the provisions of this Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Borrower has duly executed this Note as of the date hereof.

FALLENBERRY STREET FOOD CORP.
By: 
Robert Ferreira, Manager

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

On this 31st day of August, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Ferreira**, 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.


Notary Public

TANYA D. TAVERAS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 017A6208435
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES JULY 06, 20 25

EXHIBIT J

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 12

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

12218
**** Electronically Filed Document ****

Instrument Number: 2022-98840
Recorded As: EX-M08 - MORTGAGE AG
Recorded On: October 05, 2022
Recorded At: 10:24:08 am
Number of Pages: 11
Book-V/Pg: Bk-M VI-46883 Pg-831
Total Rec Fee(s): \$400.00

Receipt Number: 2712350
Processed By: 001 KS

** Examined and Charged as Follows **
08 - MORTGAGE AGREEMENT \$ 85.00 EX-AFT - AFFIDAVIT \$ 5.00 EX-Blocks - Mortgages - \$300 \$ 300.00

| | | | | |
|---------------------------|--------------------|--------------------|---------------------|-----------------------------|
| Tax/Mortgage HEMPSTEAD | Tax Amount \$ 0 | Consid Amt \$ 0 | RS#/CS# DN 21705 | Basic \$ 0.00 |
| | | | | LOCAL NY CITY \$ 0.00 |
| | | | | Additional MTA \$ 0.00 |
| | | | | Spec ASST \$ 0.00 |
| | | | | Spec ADDL SONYMA \$ 0.00 |
| | | | | Transfer \$ 0.00 |

Tax Charge: \$ 0

Property Information:

| Section | Block | Lot | Unit | Town Name |
|---------|--------|-----|------|-----------|
| 38 | 489-01 | 285 | | HEMPSTEAD |
| 38 | 489-01 | 268 | | HEMPSTEAD |

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under Federal law.



Maureen O'Donnell
County Clerk Maureen O'Donnell

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 12

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

LEASEHOLD MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

DATED: SEPTEMBER 1, 2022

FAD HENRY STREET FOOD CORP.,
A New York corporation, having an address at:
216-218 Henry Street, Hempstead, NY 11550

For the benefit of

LENDING2U LLC,
A Delaware limited liability company, having an office at:
1877 South Federal Highway, Suite 304, Boca Raton, FL 33432

LOCATION OF PREMISES:

Premises: 216-218 Henry Street,
Hempstead, NY 11550
County: Nassau
Section: 36
Block: 469-01
Lots: 265 and 266

AFTER RECORDING, PLEASE RETURN TO:

ABRAMS FENSTERMAN, LLP
1 METROTECH CENTER, SUITE 1701
BROOKLYN, NY 11201
ATTN: MARK J. CARUSO, ESQ.

LEASEHOLD MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT made as of the 1st day of September, 2022
BETWEEN

LENDING2U LLC, a Delaware limited liability company, having an office at 1877
South Federal Highway, Suite 304, Boca Raton, FL 33432 (hereinafter referred to as the
“Mortgage”),

and

FAD HENRY STREET FOOD CORP., a New York corporation, with an address of
216-218 Henry Street, Hempstead, New York 11550, (hereinafter referred to as the
“Mortgagor”),

WITNESSETH, the Mortgagee, the holder of the following Mortgage and Mortgage Note
secured thereby,

Mortgage dated as of September 1, 2021 in the principal sum of \$1,500,000.00 between
FAD HENRY STREET FOOD CORP. (the “Mortgagor”) and LENDING2U LLC (the
“Mortgagee”) and recorded February 4, 2022 in Document No. 15791 in the Nassau
County Clerk’s Office (the “Mortgage”).

Mortgagor and Mortgagee desire to secure (a) the repayment of that indebtedness, with
interest, and all renewals, extensions and modifications thereof, (b) the repayment of any future
advances, with interest thereon made by Mortgagee to Mortgagor, and (c) the performance of all
of Mortgagor’s obligations, covenants and agreements stated herein; and

WHEREAS, the Mortgagor has an interest in the real property located in the County of
Kings, State of New York, and described in Schedule A attached to this Agreement and
incorporated by reference (the “Mortgaged Property”).

SALD premises being known as 216-219 Henry Street, Hempstead, New York 11550.

AND on which Mortgage Note there is now due the sum of ONE MILLION FIVE
HUNDRED THOUSAND (\$1,500,000.00) AND 00/100 Dollars, with interest thereon, in
consideration of One (\$1.00) Dollars paid by said Mortgagor, and other valuable consideration,
the receipt whereof is hereby acknowledged, does hereby modify the said Mortgage Note and
Mortgage as follows:

- a) The sum of \$1,500,000.00 shall be payable interest only at an interest rate of twelve (12.00%) percent per annum; and
- b) The Mortgage shall be fully due and payable together with interest on February 28, 2023 (the "Maturity Date").
- c) Commencing with the 1st day of October, 2022 monthly interest only payments shall be paid in the sum of \$15,000.00 per month and continuing on the 1st day of each month through and including the Maturity Date.
- d) The unpaid principal balance and accrued but unpaid interest shall be fully due and payable on the Maturity Date.
- e) Section 2.01 of the Mortgage is here by amended to add the following:
 - (f) failure by the Mortgagor to pass the Mortgagee's interior and exterior inspection of the Mortgage Property. Upon prior reasonable notice, the Mortgagee and its agents shall have the right to enter and inspect the Mortgage Property at all reasonable times.

That all of the terms and conditions of the Amended and Restated Mortgage Note and Mortgage are to remain in full force and effect.

This Agreement may not be terminated, changed or amended except by a written agreement signed by all parties.

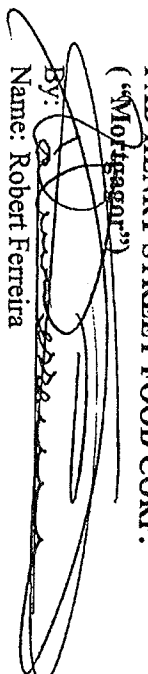
This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute a single instrument binding upon the parties.

[SIGNATURE PAGE TO FOLLOW]

Signature Page - LEASEHOLD MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
the day and year first above written.

FAD HENRY STREET FOOD CORP.
("Mortgagor")

By: 
Name: Robert Ferreira
Title: Manager

MORTGAGOR'S NOTICE ADDRESS:
216-218 Henry Street, Hempstead, NY 11550

LENDING2U LLC ("Mortgagee")

By: _____
Name: Antonio Rodriguez
Title: Manager

MORTGAGEE'S NOTICE ADDRESS:
1877 South Federal Highway, Suite 304
Boca Raton, FL 33432

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

Signature Page - LEASEHOLD MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
the day and year first above written.

FAD HENRY STREET FOOD CORP. (
"Mortgagor")

By: _____
Name: Robert Ferreira
Title: Manager

MORTGAGOR'S NOTICE ADDRESS:
216-218 Henry Street, Hempstead, NY 11550

LENDING2U LLC ("Mortgagee")

By: _____
Name: Antonio Rodriguez
Title: Manager

MORTGAGEE'S NOTICE ADDRESS:
1877 South Federal Highway, Suite 304
Boca Raton, FL 33432

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 12

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

SECTION 255 AFFIDAVIT

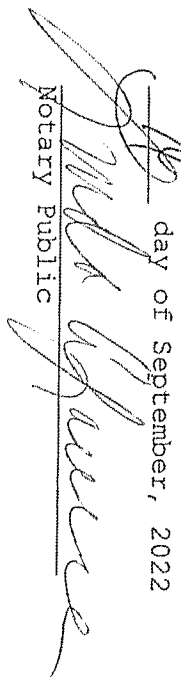
STATE OF NEW YORK)
COUNTY OF KINGS) SS.:

I, Mark J. Caruso, being duly sworn, deposes and says:

1. That I am the attorney for the Mortgagee, LENDING2U LLC, of the hereinafter described Leasehold Mortgage Modification and Extension Agreement.
2. That I am familiar with the facts stated herein.
3. That the Leasehold Mortgage Modification and Extension Agreement dated as of September 1, 2022 made by FAD HENRY STREET FOOD CORP. in the amount of \$1,500,000.00 shall be recorded simultaneously herewith;
4. That the instrument herewith offered for recording does not create any new lien or indebtedness other than the amount of the original mortgage and/or amount due thereon, that no re-loans or re-advances have been made under said mortgage or the instrument herewith offered for recording.
6. That due to the facts stated above, the Leasehold Mortgage Modification and Extension Agreement presented today is exempt from further tax pursuant to Section 255 of the Tax Law as the State of New York.


MARK J. CARUSO

Sworn to before me this
16 day of September, 2022


Notary Public

Linda A. Lauria
Notary Public-State of New York
No. 011A5063046
Qualified in Nassau County
Certificate Filed in New York County
My Commission Expires 07-15-2026

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 12

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

UNIT 10-1-10
ADD: 10-1-10
YIP 10-1-10
10-1-10

FILED : NASSAU COUNTY CLERK 06/29/2023 05:26 PM

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RECEIVED NYSCEF: 06/29/2023

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NYSCEF DOC. NO. 12

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

State of Florida)
County of Palm Beach } ss:
On August 18th 2022, before me, the undersigned, ANTONIO RODRIGUEZ, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the 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 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.

(insert city or political subdivision and state or county or other place acknowledgment taken)

MARIA ADELAIDA VENGOECHEA
Notary Public
State of Florida
Comm# HH201234
Expires 11/22/2025

Maria Adela Vengochea
NOTARY PUBLIC

SCHEDULE A

RUNNING THENCE still along the easterly side of Henry Street North 07 degrees 27 minutes 04 seconds East a distance of 101.90 feet to a point and lands now or formerly of United Gas Corp;

RUNNING THENCE along said lands North 65 degrees 54 minutes 19 seconds East a distance of 121.54 feet to a point;

RUNNING THENCE still along the said lands North 07 degrees 39 minutes 54 seconds East a distance of 103.10 feet to a point on the southerly side of Jerusalem Avenue (Nassau County Route 105);

RUNNING THENCE along the southerly side of Jerusalem Avenue North 66 degrees 53 minutes 24 seconds East a distance of 151.43 feet to a point and the lands now or formerly of M.P. Plaza, LLC;

RUNNING THENCE along said lands South 18 degrees 37 minutes 41 seconds East a distance of 305.06 feet to the proposed subdivision line as shown on a map prepared by Gaytron de Bruin Land Surveying and Engineering, PC titled "Map of Henry Street Subdivision";

RUNNING THENCE along said proposed subdivision line through Tax Lot 263 the following three (3) courses and distances:

1. South 70 degrees 34 minutes 30 seconds West a distance of 114.67 feet to a point;
2. South 89 degrees 35 minutes 19 seconds West a distance of 147.77 feet to a point;
3. North 82 degrees 19 minutes 24 seconds West a distance of 119.80 feet to easterly side of Henry Street and the point or place of BEGINNING.

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NYSCEF DOC. NO. 12

INDEX NO. 610378/2023

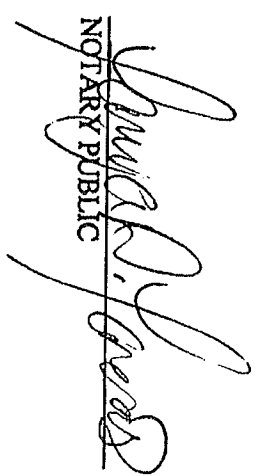
RECEIVED NYSCEF: 06/29/2023

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM
NYSCEF DOC. NO. 12

INDEX NO. 610378/2023
RECEIVED NYSCEF: 06/29/2023

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

On the 31st day of August in the year 2022 before me, the undersigned, personally appeared ROBERT FERREIRA 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.


NOTARY PUBLIC

TANYA D. TAVERAS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 017A6208435
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES JULY 06, 2025

FILED: NASSAU COUNTY CLERK 06/29/2023 05:26 PM

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RECEIVED NYSCER: 06/29/2023

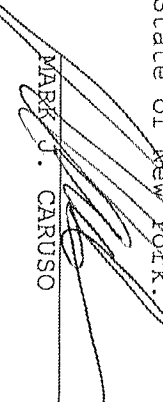
NY County Election Expires 01-18-
Candidate Elected in New York County
Certification Filed in New York County
Official Seal of the County
Not for Distribution
NY State Seal
NY State Seal

SECTION 255 AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF KINGS) SS.:

I, Mark J. Caruso, being duly sworn, deposes and says:

1. That I am the attorney for the Mortgagee, LENDING2U LLC, of the hereinafter described Leasehold Mortgage Modification and Extension Agreement.
2. That I am familiar with the facts stated herein.
3. That the Leasehold Mortgage Modification and Extension Agreement dated as of September 1, 2022 made by FAD HENRY STREET FOOD CORP. in the amount of \$1,500,000.00 shall be recorded simultaneously herewith;
4. That the instrument herewith offered for recording does not create any new lien or indebtedness other than the amount of the original mortgage and/or amount due thereon, that no re-loans or re-advances have been made under said mortgage or the instrument herewith offered for recording.
6. That due to the facts stated above, the Leasehold Mortgage Modification and Extension Agreement presented today is exempt from further tax pursuant to Section 255 of the Tax Law as the State of New York.


MARK J. CARUSO

Sworn to before me this
14 day of September, 2022


Notary Public

Linda A. Lauria
Notary Public-State of New York
No. 01LA5063046
Qualified in Nassau County
Certificate Filed in Kings County
Certificate Filed in New York County
My Commission Expires 07-15-2026

EXHIBIT K

A
F

ABRAMS

FENSTERMAN, LLP

ATTORNEYS AT LAW

Long Island

3 Dakota Drive, Suite 300

Lake Success, NY 11042

516.328.2300 • P

Christopher A. Gorman, Esq.

Partner

cgorman@abramslaw.com

Long Island • Brooklyn • White Plains • Rochester • Albany

May 19, 2023

First Class Certified Mail/Return Receipt Requested
FAD HENRY STREET FOOD CORP.
216-218 Henry Street
Hempstead, New York 11550

Re: Notice of Default and Demand (the “Notice”) for Certain Obligations
to Lending 2U LLC (the “Lender”) from FAD Henry Street Food Corp.
(the “Borrower”)

Dear Sir/Madam:

This law firm has been retained as litigation counsel by Lender. Any and all further correspondence or communications regarding the matters detailed herein should be directed to my attention.

Please be advised that Borrower is in default of its obligations to Lender with respect to (i) the Amended and Restated Mortgage Note, dated as of September 1, 2022, in the original principal amount of \$1,500,000, entered into between Borrower and Lender (the “Amended Note”); (ii) the Leasehold Mortgage Modification and Extension Agreement, dated as of September 1, 2022, entered into between Borrower and Lender (the “Amended Mortgage”); (iii) the Mortgage Note, dated as of August 31, 2021, in the original principal amount of \$1,500,000, entered into between Borrower and Lender (the “Note”); (iv) the Leasehold Mortgage, dated as of September 1, 2022, entered into between Borrower and Lender (the “Mortgage”); (v) the Assignment of Leases and Rents, dated as of August 31, 2021, entered into between Borrower and Lender (the “ALR”); and (vi) the Security Agreement, dated as of August 31, 2021, entered into between Borrower and Lender (the “Security Agreement”) (the Amended Note, Amended Mortgage, Note, Mortgage, ALR and Security Agreement are referred to collectively hereinafter as the “Loan Agreements”, and the documents executed and delivered in connection with the Loan Agreements shall be referred to collectively hereinafter as the “Loan Documents”). Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Loan Documents.

Please be advised that Borrower is in default of its obligations to Lender under the Loan Documents for, among other things, failing to pay to Lender the entire unpaid Principal Amount, together with all accrued and unpaid interest, on the Maturity Date, which was February 28, 2023. This letter shall constitute notice pursuant to, among others, Section 2.01(b) of the Mortgage, that the above referenced default shall constitute an Event of Default under the Loan Documents unless cured by Lender within fifteen (15) days after receipt of this notice from Lender. Please be further advised that, in accordance with, among other Loan Documents, the Amended Note, upon the occurrence of an Event of Default, the Borrower shall pay interest on the unpaid principal balance due and owing to Lender at a rate equal to the Default Rate until all Indebtedness is paid in full or the Borrower cures the Event of Default to the satisfaction of Lender.

Reference is further made to, among others, the following provisions of the Mortgage:

- Section 1.1: "If the Mortgagor shall fail to . . . pay any sums required under the terms of this Mortgage, the Mortgagee may make advances to perform the same in its behalf upon ten (10) days' prior written notice to Mortgagor, and all sums so advanced shall be a lien upon the Mortgaged Property and shall be secured hereby. The Mortgagor will repay on demand all sums so advanced on its behalf with interest at the Default Rate. The provisions of this Section shall not prevent any default in the observance of any covenant contained in this Mortgage from constituting an Event of Default."

- Section 1.17: "Mortgagor shall pay, on demand, all of Mortgagee's out-of-pocket fees, costs, charges, or expenses (including the reasonable fees and expenses of attorneys, accountants, and other experts) incurred by Mortgagee in connection with . . . (c) the administration or enforcement of, or preservation of rights or remedies under the Loan Documents including or in connection with the payment of taxes, payment of insurance, completion of construction, making of repairs, any litigation or appeals, any foreclosure or other disposition of any collateral granted pursuant to the Loan Documents, any reorganization, or forfeiture in rem. . . . All such amounts paid or incurred by Lender, together with interest thereon at the Default Rate from the date incurred by Lender, shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, whether or not there be notice or demand therefor. Wherever provision is made herein for payment of attorneys' or counsels' fees or expenses incurred by the Mortgagee, said provision shall include, but not be limited to, such fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment. . . . Any such costs, charges, expenses, and/or fees paid or incurred by Mortgagee pursuant

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to this Section which Mortgagor fails to pay promptly shall immediately and without any further notice or demand become an additional part of the Indebtedness as provided herein. . . . Mortgagor will indemnify and hold harmless the Mortgagee from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs, and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by them by reason of any of the above."

To the extent that the above-referenced provisions of the Mortgage require or could be construed to require prior written notice or demand in order to be made effective, this letter shall constitute written notice of Borrower's obligations to Lender with respect to same.

This notice is without prejudice to any of Lender's rights and remedies, all of which are hereby expressly reserved. There may be additional defaults and/or events of default under the terms of the Loan Documents. Lender does not waive any right to call such defaults in the future and hereby expressly reserves all rights and remedies as a result thereof.

Sincerely,



Christopher A. Gorman

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| SENDER: COMPLETE THIS SECTION | |
| 1. Article Addressed to: or on the front if space permits. <input type="checkbox"/> Attach this card to the back of the mailpiece, so that we can return the card to you. <input type="checkbox"/> Print your name and address on the reverse <input type="checkbox"/> Complete items 1, 2, and 3. | |
| 2. Article Addressed to: FAD Henry Street Food Corp. 216-218 Henry Street Hempstead, New York 11550 | |
| COMPLETE THIS SECTION ON DELIVERY | |
| A. Signature X | B. Received by (Printed Name) C. Date of Delivery <input type="checkbox"/> Addressee <input type="checkbox"/> Agent |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: | |

TO:

A
F
Abrams Fensterman, LLP
3 Dakota Drive, Suite 300
Lake Success, NY 11042
ATTORNEYS AT LAW

FAD HENRY STREET FOOD CORP.
216-218 Henry Street
Hempstead, New York 11550

