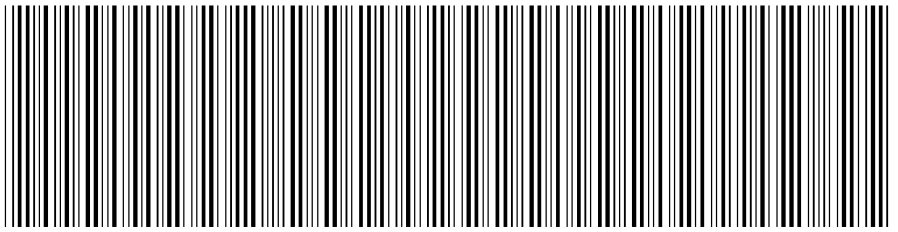


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2022113000177002002E8B37

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 28

Document ID: 2022113000177002 Document Date: 11-15-2022 Preparation Date: 11-30-2022
Document Type: AGREEMENT
Document Page Count: 26

PRESENTER: LANGDON TITLE AGENCY, LLC 463 SEVENTH AVENUE, SUITE 701 LTA-204226 NEW YORK, NY 10018 212-686-6650 RECORDING@LANGDONTITLE.COM	RETURN TO: LANGDON TITLE AGENCY, LLC 463 SEVENTH AVENUE, SUITE 701 LTA-204226 NEW YORK, NY 10018 212-686-6650 RECORDING@LANGDONTITLE.COM
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PROPERTY DATA				
Borough	Block	Lot	Unit	Address
BRONX	2309	29	Entire Lot	129 ALEXANDER AVENUE
Property Type: APARTMENT BUILDING				

CROSS REFERENCE DATA


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

PARTIES	
PARTY 1: JEBRAHAN CORP. C/O: BRADFORD N. SWETT MANAGEMENT, LLC, 1536 THIRD AVENUE, THIRD FLOOR NEW YORK, NY 10028	PARTY 2: MANUFACTURERS AND TRADERS TRUST COMPANY 350 PARK AVENUE NEW YORK, NY 10022
<input checked="" type="checkbox"/> Additional Parties Listed on Continuation Page	

FEES AND TAXES			
Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 800,000.00		\$ 0.00
Taxable Mortgage Amount:	\$ 800,000.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:	255		\$ 0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	\$ 0.00
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 167.00		
Affidavit Fee:	\$ 8.00		

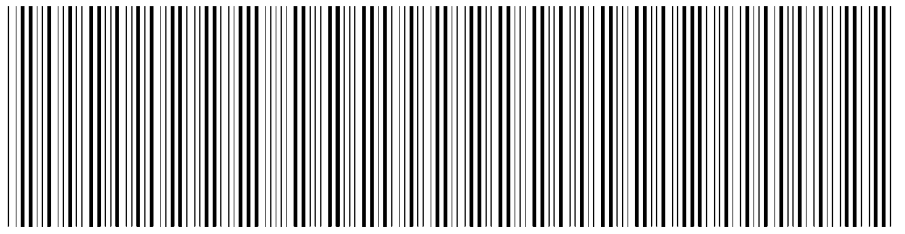
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 12-01-2022 09:17
City Register File No.(CRFN):
2022000438341



Annette McMill
City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022113000177002002C89B7

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 28

Document ID: 2022113000177002
Document Type: AGREEMENT

Document Date: 11-15-2022

Preparation Date: 11-30-2022

PARTIES

PARTY 1:
BRADBAR HOLDINGS, LLC
C/O: BRADFORD N. SWETT MANAGEMENT, LLC,
1536 THIRD AVENUE, THIRD FLOOR
NEW YORK, NY 10028

PARTY 1:
BENEDICT HOLDINGS, LLC
C/O: BRADFORD N. SWETT MANAGEMENT, LLC,
1536 THIRD AVENUE, THIRD FLOOR
NEW YORK, NY 10028

PARTY 1:
CLAREMONT HOLDINGS, LLC
C/O: BRADFORD N. SWETT MANAGEMENT, LLC,
1536 THIRD AVENUE, THIRD FLOOR
NEW YORK, NY 10028

THIS AGREEMENT, made as of the 15th day of November, 2022, between **JEBRAHAN CORP.**, a New York Corporation with an address c/o Bradford N. Swett Management, LLC, 1536 Third Avenue, Third Floor, New York, New York 10028, **BRADBAR HOLDINGS, LLC**, a New York limited liability company with an address c/o Bradford N. Swett Management, LLC, 1536 Third Avenue, Third Floor, New York, New York 10028 **BENEDICT HOLDINGS, LLC**, a New York limited liability company with an address c/o Bradford N. Swett Management, LLC, 1536 Third Avenue, Third Floor, New York, New York 10028 and **CLAREMONT HOLDINGS, LLC**, a New York limited liability company with an address c/o Bradford N. Swett Management, LLC, 1536 Third Avenue, Third Floor, New York, New York 10028 (collectively, the “Mortgagor”), jointly and severally, and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation having its principal offices at 350 Park Avenue, New York, New York 10022 (the “Mortgagee”).

WHEREAS, the Mortgagor is now the owner in fee simple of the entire premises hereinafter described by metes and bounds as set forth on the attached Schedule A (the “Premises”) and the buildings and improvements now or hereafter located thereon (the “Improvements”); and

WHEREAS, the Mortgagee is the owner and holder of three (3) certain notes and the mortgages securing the same as set forth on the attached Schedule B; and

WHEREAS, the Mortgagor is now indebted to the Mortgagee in the principal sum of **Eight Hundred Thousand and 00/100 (\$800,000.00) Dollars**, as aforesaid, with interest thereon from the 15th day of November, 2022, secured by the notes and the mortgages; and

WHEREAS, the Mortgagor and the Mortgagee desire to modify the terms of the three (3) mortgages hereinbefore described so as to consolidate the liens of each of the mortgages so that the same shall together constitute a valid single first mortgage lien covering the Premises and securing payment of the principal indebtedness of \$800,000.00 and interest thereon as aforesaid, to be paid as hereinafter provided; and

WHEREAS, the Mortgagor and the Mortgagee further desire to modify and extend the time and manner of payment of the principal sum of \$800,000.00 with interest, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties and the sum of One and 00/100 (\$1.00) Dollar to each party by the other in hand paid, the receipt of which is hereby acknowledged, and for the purpose of carrying out the intentions above expressed, the Mortgagor and the Mortgagee hereby covenant and agree as follows:

I. The liens of the three (3) mortgages hereinbefore described are hereby modified, spread and consolidated so that the same shall and now do constitute a valid single first mortgage securing the principal sum of \$800,000.00 and interest.

TOGETHER WITH:

- (A) all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the Premises;
- (B)
 - (a) all appurtenances to the Mortgaged Property, as hereinafter defined;
 - (b) all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by the Mortgagor or in which the Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property or appurtenances thereto and usable in connection with the Mortgaged Property (the "Equipment"), and the right, title and interest of the Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in Subdivision (1)(l) of Section 9-105 of the Uniform Commercial Code of New York) superior in lien to the lien of the Mortgage;
 - (c) all awards or payments, including interest thereon, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in the value of the Mortgaged Property;
 - (d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (the "Leases") and the right to receive and apply the rents, issues and profits of the Mortgaged Property (the "Rents") to the payment of the Debt;
 - (e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof in reduction of the Debt, for damage to the Mortgaged Property; and

(f) the right, in the name and on behalf of the Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Mortgagee in the Mortgaged Property.

The Premises, the Improvements and the Equipment together with the property, rights and interests stated in Paragraphs (A) and (B) above are herein collectively called the "Mortgaged Property".

II. The liens of the three (3) mortgages, as so consolidated, shall be deemed and construed from the date hereof to run concurrently as one mortgage and constitute a valid single first lien upon all of the said Premises hereinbefore described to the full amount of \$800,000.00, payable with interest as hereinafter provided, with the same force and effect as if the Mortgagee was the holder of a single note and a single first mortgage made and executed by the Mortgagor herein covering all of the Mortgaged Property and securing payment of the principal sum with interest as aforesaid (the "Debt").

III. The Debt will be payable as set forth in that certain Restated Mortgage Note dated November 15, 2022 made by the Mortgagor in favor of the Mortgagee in the principal sum of \$800,000.00 (the "Note").

IV. The Mortgagor does hereby covenant and agree to pay the principal sum and interest at the times and in the manner hereinabove set forth and not before the maturity thereof as the same is hereby extended, and to comply with all the other terms and provisions hereof and to perform all of the covenants and conditions of the notes and mortgages as herein modified.

V. The security of the notes and mortgages shall not be impaired by anything herein contained, but whenever the terms, provisions, covenants and conditions of this Agreement conflict in any way with the terms, provisions, covenants or conditions of the notes and mortgages or any of them, the terms, provisions, covenants and conditions of this Agreement shall control and prevail.

VI. The Mortgagor hereby represents, covenants and agrees that the Mortgagor is now the owner in fee simple of the Premises hereinabove described and that the lien of the mortgages as herein modified, spread and consolidated (such mortgages being sometimes referred to herein as the "Mortgage") constitutes a valid first mortgage lien upon the Mortgaged Property to the full extent of \$800,000.00 and interest as hereinabove stated, and that there are no offsets or defenses to the notes, the Mortgage and this Agreement nor to the indebtedness secured thereby nor to any part thereof.

VII. This Agreement and all of its terms and provisions heretofore and hereinafter set forth shall bind and inure to the benefit of the parties hereto and their successors and assigns and any lawful holder of the Mortgage.

VIII. The Mortgagor covenants and warrants with the Mortgagee that:

1. The Mortgagor will pay the Debt as hereinabove provided. Additionally, the Mortgagor acknowledges and agrees that any amounts now or hereafter due and owing from the Mortgagor to the Mortgagee arising from or in connection with any interest rate swap agreement, now existing or hereafter entered into, between the Mortgagor and the Mortgagee, and any costs incurred by the Mortgagee in connection therewith, including, without limitation, any interest, expenses, fees, penalties or other charges associated with any obligations undertaken by the Mortgagee to hedge or offset its obligations pursuant to such swap agreement, or the termination of any such obligations, shall be (i) deemed additional interest and/or a related expense (to be determined in the discretion of the Mortgagee) due in connection with the principal amount of the Debt secured by the Mortgage, (ii) included (in the manner described above) as part of the indebtedness secured by the Mortgage, and secured by the Mortgage to the full extent thereof and (iii) included in any judgment in any proceeding instituted by the Mortgagee or its agents against the Mortgagor for foreclosure of the Mortgage or otherwise.

2. The Mortgagor warrants the title to the Mortgaged Property.

3. The Mortgagor will keep the Mortgaged Property insured against loss or damage by fire with extended coverage, flood insurance and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to the Mortgagee and shall contain the standard New York mortgagee clause endorsement naming the Mortgagee as the person to whom all payments made by such insurance company shall be paid. The Mortgagor will assign and deliver the Policies to the Mortgagee. Not later than fifteen (15) days prior to the expiration date of each of the Policies the Mortgagor will deliver to the Mortgagee satisfactory evidence of the renewal of each of the Policies. Sums paid to the Mortgagee by any insurer may be retained and applied by the Mortgagee toward payment of the Debt in such priority and proportions as the Mortgagee in its discretion shall deem proper or, at the discretion of the Mortgagee, the same may be paid, either in whole or in part, to the Mortgagor for such purposes as the Mortgagee shall designate. If the Mortgagee shall receive and retain such insurance money, the lien of the Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by the Mortgagee and actually applied by the Mortgagee in reduction of the Debt. The provisions of Subsection 4 of Section 254 of the Real Property Law of New York covering the insurance of buildings against loss by fire shall not apply to this Agreement. The Mortgagee shall be entitled, in the event of other insurance and contribution between the insurers, to receive from the insurance moneys to be paid such an amount as would have

been payable under the policy or policies held for the benefit of the Mortgagee in case there had been no contribution.

4. The Mortgagor will pay all taxes, assessments, water rates, sewer rents and other charges, including, without limitation, vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed against the Mortgaged Property (the "Taxes") as same become due and payable. The Mortgagor will deliver to the Mortgagee, upon request, evidence satisfactory to the Mortgagee that the Taxes are not delinquent.

5. The Mortgagor, in addition to the payments of interest and principal or both payable pursuant hereto, will pay to the Mortgagee on each payment date an amount (the "Escrow Fund") which would be sufficient to pay the Taxes payable, or estimated by the Mortgagee to be payable, during the ensuing twelve (12) months from the date of calculation, divided by the number of Installments due during the period ending one (1) month prior to the date any such Tax is payable. The Escrow Fund and the payments of interest or principal or both payable pursuant hereto shall be added together and shall be paid as an aggregate sum by the Mortgagor to the Mortgagee (the "Installments"). The Mortgagee will apply the Escrow Fund to payments required to be made by the Mortgagor pursuant to Paragraph 4 hereof. If the amount of the Escrow Fund shall exceed the amounts due pursuant to Paragraph 4 hereof, the Mortgagee shall in its discretion: (a) return any excess to the Mortgagor; (b) credit such excess against the Debt in such priority and proportions as the Mortgagee in its discretion shall deem proper; or (c) credit such excess against future payments to be made to the Escrow Fund. In allocating such excess the Mortgagee may deal with the person shown on the records of the Mortgagee to be the owner of the Mortgaged Property. If the Escrow Fund is not sufficient to pay the Taxes, the Mortgagor shall pay to the Mortgagee, upon request, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency, in default whereof the Mortgagee may apply any sums in its hands to the payment of the following items in any order in its uncontrolled discretion:

- (i) Taxes;
- (ii) Interest on the principal;
- (iii) Amortization of the principal;
- (iv) Late charges payable pursuant to the provisions hereof.

Until expended or applied as above provided, any amounts in the Escrow Fund shall constitute additional collateral security for the Debt and shall not bear interest.

6. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise, the Debt shall not be reduced until any award or payment therefor shall have been actually received after expenses of collection and applied by the Mortgagee to the discharge of the Debt and the Mortgagee shall not be limited to the interest paid on the award by the condemning authority, but shall be entitled to receive out

of the award interest on the principal at the rate herein provided. The Mortgagee may apply any such award or payment to the discharge of the Debt whether or not then due and payable. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right, whether or not a deficiency judgment on the notes shall have been sought, recovered or denied, to receive said award or payment or a portion thereof sufficient to pay the Debt, whichever is less.

7. The Mortgagee has the right to enter the Mortgaged Property for the purpose of enforcing its interests set forth in Paragraph I.(B)(d) hereof. Nevertheless, subject to the terms of this Paragraph 7, the Mortgagee waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and grants the Mortgagor the right to collect the Rents. The Mortgagor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Debt, in trust for use in the payment of the Debt. The right of the Mortgagor to collect the Rents may be revoked by the Mortgagee upon any default by the Mortgagor under the terms of the notes, the Mortgage or this Agreement by giving notice of such revocation to the Mortgagor. Following such notice the Mortgagee may enter upon the Mortgaged Property, collect, retain and apply the Rents toward payment of the Debt in such priority and proportions as the Mortgagee in its discretion shall deem proper.

The Mortgagor shall not, without the consent of the Mortgagee, except with respect to residential leases having a term not exceeding two (2) years, make or suffer to be made any Leases or cancel or modify any Leases or accept prepayments of installments of Rents for a period of more than (1) month in advance or further assign the whole or any part of the Rents. No Lease covering all or any part of the Mortgaged Property shall be valid or effective without the prior written approval of the Mortgagee. The Mortgagee shall have all of the rights against lessees of the Mortgaged Property as set forth in Section 291-f of the Real Property Law of New York. With respect to any Lease, the Mortgagor will: (a) fulfill or perform each and every provision thereof on its part to be fulfilled or performed; (b) promptly send to the Mortgagee copies of all notices of default which it shall send or receive thereunder; and (c) enforce all of the terms, covenants and conditions contained in the Leases upon the lessee's part to be performed, short of termination thereof. In addition to the rights which the Mortgagee may have hereunder, in the event of any default under this Agreement, the Mortgagee, at its option, may require the Mortgagor to pay monthly in advance to the Mortgagee, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in the possession of the Mortgagor. Upon default in any such payment the Mortgagor will vacate and surrender possession of the Mortgaged Property to the Mortgagee or to such receiver and in default thereof the Mortgagor may be evicted by summary proceedings or otherwise.

The Mortgagor agrees to deposit all security deposits heretofore or hereafter made by tenants under the Leases affecting the Mortgaged Property in a lease security

account with the Mortgagee and to keep such security deposits in said account until the same are disbursed pursuant to the terms of the Leases.

8. The Mortgagor will cause the Mortgaged Property to be maintained in good condition and repair. The Improvements and the Equipment shall not be removed, demolished or altered (except for normal replacement of the Equipment) without the consent of the Mortgagee. The Mortgagor shall promptly comply with all laws, orders and ordinances affecting the Mortgaged Property or the use thereof and shall promptly repair, replace or rebuild (the "Work") any part of the Mortgaged Property which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any proceeding of the character referred to in Paragraph 6 hereof and shall complete and pay for any structure at any time in the process of construction or repair on the Premises. If such casualty shall be covered by the Policies, the Mortgagor's obligation to do the Work shall be contingent upon the Mortgagee's paying to the Mortgagor the proceeds of the Policies, or such portion thereof as shall be necessary, upon completion of the Work to the Mortgagee's satisfaction.

9. The Debt will, at the option of the Mortgagee, become immediately due and payable in the event that the Mortgagor shall, without the prior written consent of the Mortgagee, (a) permit the Mortgaged Property or any part thereof or any interest therein to be sold, transferred, conveyed or pledged to any other person or entity, or (b) sell, transfer, convey or pledge the Mortgaged Property or any part thereof or any interest therein, which shall include but not be limited to (i) where the Mortgagor is a corporation, the sale, transfer or pledge of any of the outstanding shares of the corporation or the dilution of the present stockholding or corporate control by issuance of new or treasury stock or by conversion of any non-voting stock or other securities to voting stock or the sale, transfer or pledge of a substantial portion of such corporation's assets, or (ii) where the Mortgagor is a partnership, the transfer or pledge of any of the interests in the Mortgagor or the sale, transfer or pledge of a substantial share of such partnership's assets or the withdrawal, resignation or retirement of the general partner, or (iii) where the Mortgagor is a limited liability company, by a transfer or pledge of any of the interests in the Mortgagor, the sale, transfer or pledge of a substantial share of such company's assets, or the division of the company.

10. After request by the Mortgagee, the Mortgagor, within ten (10) days and at its expense, will furnish to the Mortgagee a statement, duly acknowledged and certified, setting forth the amount of the Debt, the rate of interest thereon, the date Installments were last paid, the offsets or defenses thereto, if any, and that this Agreement has not been modified or, if modified, giving particulars of such modification.

11. Any notice, demand, statement, request or consent made hereunder shall be in writing and will be deemed given when postmarked, addressed and mailed to the address, as set forth above, of the party to whom such notice is to be given, or to such other

address as the Mortgagor or the Mortgagee, as the case may be, shall designate in writing in the manner hereinabove set forth.

12. If the Mortgage is foreclosed, the Mortgaged Property or any interest therein may, at the discretion of the Mortgagee, be sold in one or more parcels and in any order or manner.

13. If any law or ordinance is enacted or adopted which imposes a tax, either directly or indirectly, on the notes, the Mortgage, the Debt or this Agreement, the Mortgagor will pay such tax with interest and penalties thereon, if any. In the event that the Mortgagee shall be advised by counsel chosen by it that the payment of such tax or interest and penalties by the Mortgagor would be unlawful, taxable to the Mortgagee or unenforceable or would provide the basis for a defense of usury, then and in that event the Mortgagee shall have the option, by written notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

14. If at any time the United States of America, any state thereof or any subdivision of any such state shall require revenue or other stamps to be affixed to the notes, the Mortgage or this Agreement, or shall impose any other tax or charge on the same, the Mortgagor will pay for the same with interest and penalties thereon, if any.

15. The Mortgagee and its agents will have the right to enter and inspect the Mortgaged Property and the books and records relating thereto at all reasonable times upon advance written notice.

16. The Mortgagor will keep adequate books and records of account in accordance with generally accepted accounting practices consistently applied and will furnish the Mortgagee with internally prepared property level financial statements (including an annual certified "rent roll", copies of the Mortgagor's tax returns and copies of leases) within ninety (90) days after the end of each calendar year (or when reasonably requested by the Mortgagee), in form satisfactory to the Mortgagee, which shall disclose in reasonable detail all earnings and expenses with respect to the operation of the Mortgaged Property, certified by the chief financial officer of the Mortgagor. In addition, the Mortgagor will submit to the Mortgagee (i) annually, within ninety (90) days after the end of each calendar year, internally prepared financial state (i) annually, within ninety (90) days after the end of each calendar year, updated personal financial statements for Jebrahan Corp. and Bradford S. Barr (the "Guarantors"); (ii) semi-annually, within forty five (45) days of June 30 and December 31, supporting documentation verifying stated liquidity for the Guarantors; (iii) from time to time such other information concerning the Mortgagor or the Mortgaged Property as reasonably requested by the Mortgagee and (iii) copies of any operating statements or the like when the Mortgagor is required to submit such information to any administrative or regulatory authority or agency having jurisdiction. In addition to but not in lieu of any other remedies available to the Mortgagee, upon the Mortgagor's failure to supply to the Mortgagee the records and/or other

information required by this Paragraph 16 and until such records and/or information are furnished, interest payable hereunder shall be at the rate of 24% per annum or the maximum rate allowed to be charged by law, whichever is lower.

In addition, the Mortgagor will submit to the Mortgagee copies of any operating statements or the like when the Mortgagor is required to submit such information to any administrative or regulatory authority or agency having jurisdiction.

The Mortgagee hereby notifies the Mortgagor that pursuant to the requirements of the USA PATRIOT ACT ("Patriot Act"), it is required to obtain, verify and record information that identifies the Mortgagor, which information includes the name and address of the Mortgagor and other information that will allow the Mortgagee to identify the Borrower in accordance with the Patriot Act. The Mortgagor agrees to, promptly following a request by the Mortgagee, provide all such other documentation and information that the Mortgagee requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

In addition to but not in lieu of any other remedies available to the Mortgagee, upon the Mortgagor's failure to supply to the Mortgagee the records and/or other information required by this Paragraph 16 and until such records and/or information are furnished, interest payable hereunder shall be at the rate of 24% per annum or the maximum rate allowed to be charged by law, whichever is lower.

17. The Mortgagor will observe and perform each and every term to be observed or performed by the Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

18. The Debt will become due at the option of the Mortgagee upon any one or more of the following events:

(a) if any Installment is not paid within five (5) days after the same is due;

(b) if any of the Taxes are not paid when the same are due and payable;

(c) if the Policies are not kept in full force and effect or if the Policies are not assigned and delivered to the Mortgagee upon request;

(d) if the Mortgagor does not furnish a statement, in the manner provided herein, of the amount of the Debt and the offsets or defenses thereto, if any;

(e) if without the consent of the Mortgagee any Improvement or the Equipment (except for normal replacement of the Equipment) is removed, demolished or altered or if the Mortgaged Property is not kept in good condition and repair;

(f) if any Leases are made, cancelled or modified or if any of the Rents are prepaid for a period of more than one (1) month in advance or if any of the Rents are assigned without the consent of the Mortgagee, except as otherwise provided in Paragraph 7 hereof;

(g) if any representation or warranty of the Mortgagor or of any person (a "guarantor") guaranteeing payment of the Debt or any portion thereof or the performance by the Mortgagor of any of the terms of the notes, the Mortgage or this Agreement, made herein or in any such guaranty or in any certificate, report, financial statement or other instrument furnished in connection with the making of the notes, the Mortgage, this Agreement or any such guaranty, shall prove false or misleading in any material respect;

(h) if the Mortgagor or any guarantor shall make an assignment for the benefit of creditors;

(i) if a receiver, liquidator or trustee of the Mortgagor or of any guarantor shall be appointed or if the Mortgagor or any guarantor shall be adjudicated a bankrupt or insolvent or if any petition for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Code or any similar federal or state statute shall be filed by or against the Mortgagor or any guarantor or if any proceeding for the dissolution or liquidation of the Mortgagor or of any guarantor shall be instituted and, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by the Mortgagor or such guarantor, upon the same not being discharged, stayed or dismissed within ninety (90) days;

(j) if the Mortgagor does not reimburse the Mortgagee upon demand for all expenses incurred in remedying any default of the Mortgagor hereunder or in appearing in, defending or bringing any action or proceeding to protect the Mortgagee's interest in the Mortgaged Property, including reasonable attorneys' fees, with interest as provided herein;

(k) if for fifteen (15) days after notice from the Mortgagee the Mortgagor shall continue to be in default under any other covenant of the Mortgagor hereunder;

(l) if, after a default thereunder, the Mortgagee elects to enforce its rights under the notes or any instrument which may be held by the Mortgagee as additional security for the Debt;

(m) if the Mortgagor shall be in default under any other mortgage covering any part of the Mortgaged Property whether it is superior or inferior in lien to the Mortgage;

(n) if the Mortgaged Property becomes subject to (i) any tax lien which is superior to the lien of the Mortgage, other than a lien for local real estate taxes and assessments not due and payable, or (ii) any mechanic's, materialman's or other lien which is or is asserted to be superior to the lien of the Mortgage and such lien shall remain undischarged for sixty (60) days;

(o) if the Mortgagor fails to promptly cure any violations of laws or ordinances affecting or which may be interpreted to affect the Mortgaged Property;

(p) if the Mortgagor shall convey or lease any air development rights with respect to the Mortgaged Property, inasmuch as the Mortgagor agrees that such sale or lease would conclusively impair the Mortgagee's security;

(q) if the Mortgaged Property is encumbered by any mortgage lien other than the lien of the Mortgage;

(r) if the Mortgagor engages in any transfers, mergers, consolidations, acquisitions, asset sales, repurchases of equity interests or any other form of payments to affiliates, partners or owners, including loans, payment of fees, advances or commissions;

(s) if the Mortgagor makes any material changes to its organizational documents which materially affect the Mortgagor's ability to own and operate the Mortgaged Property or to perform its obligations under the Note or this Agreement;

(t) if the Mortgagor shall incur additional indebtedness, including secured or unsecured guaranties or contingent obligations, and liens, with the exception of normal and customary trade payables and any interest rate swap agreement entered into with the Mortgagee;

(u) if the commercial tenant stops paying rent or is opting to not renew its lease, and the Mortgagor fails to notify the Mortgagee of such occurrence within fifteen (15) days of the Mortgagor being notified.

Upon the occurrence of any one of the foregoing events set forth in this Paragraph 18 and upon the Mortgagee exercising its option to declare the Debt immediately due and payable by reason thereof, the Mortgagor will pay, from the date of that event, interest at the rate of 24% per annum (the "Default Rate").

19. If the Mortgagor fails to make any payment or to do any act as herein provided, the Mortgagee may, but without any obligation to do so and without notice to or

demand on the Mortgagor and without releasing the Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof, the Mortgagee being authorized to enter upon the Mortgaged Property for such purposes, or appear in, defend or bring any action or proceeding to protect its interests in the Mortgaged Property or to foreclose the Mortgage or collect the Debt. The cost and expense thereof (including attorneys' fees), with interest as provided in this paragraph, shall be due upon demand from the Mortgagee to the Mortgagor. All such costs and expenses incurred by the Mortgagee in remedying such default or in appearing in, defending or bringing any such action or proceeding shall be paid with interest at the Default Rate for the period after notice from the Mortgagee that such cost or expense was incurred to the date of payment to the Mortgagee. All such costs and expenses incurred by the Mortgagee pursuant to the terms hereof, with interest, shall be deemed to be secured by the Mortgage.

20. If any Installment is not paid within five (5) days after the date on which it is due, the Mortgagor shall pay to the Mortgagee, upon demand, an amount equal to five (5%) percent of such unpaid Installment to defray the expense incurred by the Mortgagee in handling and processing such delinquent payment and such amount shall be deemed to be secured by the Mortgage.

21. In any action to foreclose the Mortgage the Mortgagee shall be entitled to the appointment of a receiver without notice.

22. The failure of the Mortgagee to insist upon strict performance of any term of the notes, the Mortgage or this Agreement shall not be deemed to be a waiver of any term of the notes, the Mortgage or this Agreement. The Mortgagor shall not be relieved of the Mortgagor's obligations hereunder by reason of (a) the failure of the Mortgagee to comply with any request of the Mortgagor or any guarantor to take any action to foreclose the Mortgage or otherwise enforce any of the provisions thereof, of the notes or of this Agreement, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (c) any agreement or stipulation by the Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the notes, the Mortgage or this Agreement. The Mortgagee may resort for the payment of the Debt to any other security held by the Mortgagee in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee may take action to recover the Debt or any portion thereof or to enforce any covenant hereof without prejudice to the right of the Mortgagee thereafter to foreclose the Mortgage. The rights of the Mortgagee under the Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

23. If the Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.

24. The terms of the notes, the Mortgage and this Agreement shall be construed by the laws of the State of New York, except as herein expressly provided to the contrary.

25. This Agreement is both a real property mortgage and a security agreement. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of the Mortgagor in the Mortgaged Property.

The Mortgagor will, at the request of the Mortgagee, deliver to the Mortgagee any and all further instruments which the Mortgagee shall require in order to further secure and perfect the lien of the Mortgage, including but not limited to any necessary assumption agreement after any division of the Mortgagor. The Mortgagee, at the Mortgagor's expense, is authorized and empowered to file financing statements, as required by the Uniform Commercial Code, to perfect its lien against the foregoing types of personal property without first obtaining the signature of the Mortgagor on the financing statements.

26. The Mortgagor (and the undersigned representative of the Mortgagor, if any) has full power, authority and legal right to execute this Agreement and to keep and observe all of the terms of the notes, the Mortgage and of this Agreement on the Mortgagor's part to be performed.

27. The Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of the Mortgagor, which Mortgagee, in its discretion, feels should be brought to protect its interests in the Mortgaged Property.

28. If any term, covenant or condition of the notes, the Mortgage or this Agreement is held to be invalid, illegal or unenforceable in any respect, the notes, the Mortgage and this Agreement shall be construed without such provision.

29. This Agreement may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

30. If the Mortgagor is a corporation, the execution and delivery of this Agreement has been duly authorized by the board of directors of the Mortgagor and there is no requirement under its certificate of incorporation or its by-laws for consent of shareholders to this transaction; or if the Mortgagor is a partnership, the execution and delivery of this Agreement has been duly authorized by the partners of the Mortgagor pursuant to its partnership agreement; or if the Mortgagor is a limited liability company, the execution and delivery of this Agreement has been duly authorized in accordance with its operating agreement.

31. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement shall be used interchangeably in singular or plural form. The word "Mortgagor" shall mean "each Mortgagor and/or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein". The word "Mortgagee" shall mean "the Mortgagee or any subsequent holder of the notes". The word "notes" shall mean "the notes or any other evidence of indebtedness secured by the Mortgage". The word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority or other entity. The words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. The word "Debt" shall mean the principal with interest thereon and all other sums due pursuant to this Agreement and secured by the Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa.

32. This Agreement cannot be changed orally but only in writing by the person to be charged.

33. The Mortgagee shall be entitled, at its option, to receive a fee of \$50.00 for recording on its records a change of ownership of the Mortgaged Property, provided, however, that in no event shall this fee be payable where the same would render the loan usurious under the laws of the jurisdiction where the Mortgaged Property is situated.

34. Privileges, if any, to pay all or any part of the Debt are as set forth in the Note.

35. If following the occurrence of any default under this Agreement and an exercise by the Mortgagee of its option to declare the Debt immediately due and payable the Mortgagor shall tender payment of an amount sufficient to satisfy the entire Debt at any time prior to a foreclosure sale of the Mortgaged Property and if at the time of such tender prepayment of the principal is not permitted by this Agreement, the Mortgagor shall, in addition to the entire Debt, also pay to the Mortgagee a sum equal to interest which would have accrued on the Debt at the Default Rate from the date the Mortgagee exercises such option to the date the Mortgagor tenders payment of the Debt and thereafter at the Default Rate to the maturity date and a prepayment charge equal to the prepayment charge which would have been payable as of the first day of the period during which prepayment would have been permitted. If at the time of such tender prepayment of principal is permitted by this Agreement, such tender by the Mortgagor shall be deemed to be a voluntary prepayment of principal and the Mortgagor shall, in addition to the entire Debt, also pay to the Mortgagee the applicable prepayment charge as set forth in the Note.

36. The Mortgagor hereby agrees that upon its failure to pay the Debt on the maturity date the Mortgagor will pay to the Mortgagee interest on the then unpaid principal at the Default Rate from the maturity date and until the actual receipt and collection of the

Debt by the Mortgagee. This charge shall be added to the principal and shall be deemed to be part of the Debt. This paragraph, however, shall not be construed as an agreement or privilege to extend the Mortgage, nor as a waiver of any other right or remedy accruing to the Mortgagee by reason of any such default.

37. In the event that this Agreement covers three (3) or more unconsolidated mortgages, then, in that case, all such mortgages are hereby consolidated as a joint and single lien on the Mortgaged Property in the sum of \$800,000.00.

38. The Mortgagor hereby waives the right to assert a counterclaim in any action or proceeding brought against it by the Mortgagee and waives trial by jury in any action or proceeding brought by either party hereto against the other or in any counterclaim asserted by the Mortgagee against the Mortgagor on any matters whatsoever arising out of or in any way connected with this Agreement or the Debt.

39. This Agreement is subject to the express condition that at no time shall the Mortgagor be obligated or required to pay interest on the principal balance due hereunder at a rate which could subject the Mortgagee to either civil or criminal liability as a result of being in excess of the maximum interest rate which the Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Agreement the Mortgagor is at any time required or obligated to pay interest on the principal balance due hereunder at a rate in excess of such maximum rate, the rate of interest under this Agreement shall be deemed to be immediately reduced to such maximum rate and all previous payments in excess of the maximum rate shall be deemed to have been payments toward the reduction of principal and not to the interest due hereunder.

40. The Mortgagee may, either with or without entry or taking possession of the Mortgaged Property as provided in this Agreement or otherwise, personally or by its agents or attorneys, and without prejudice to the right to bring an action for foreclosure of the Mortgage, sell the Mortgaged Property or any part thereof pursuant to any procedures provided by applicable law, including, without limitation, the procedures set forth in Article 14 of the New York Real Property Actions and Proceedings Law (and any amendments or substitute statutes in regard thereto), and all estate, right, title, interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by applicable law.

41. The Mortgagor hereby represents and warrants to the Mortgagee that the Mortgaged Property and the use thereof are and have been in full compliance with all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials, and the Mortgagor hereby indemnifies and holds the Mortgagee free of and harmless from and against any and all claims, demands, damages or liabilities the Mortgagee may incur with regard thereto.

42. Except for (i) the obligations of the Mortgagor under the provisions of Paragraph 41 of this Agreement, (ii) any acts or omissions constituting fraud or misrepresentation by the Mortgagor in connection with applying for the loan evidenced by the Note or in supplying information or documentation to the Mortgagee subsequent to the date hereof, (iii) the misappropriation or misapplication of the Rents collected at the Mortgaged Property, (iv) liability for rental or other income generated from the Mortgaged Property received by the Mortgagor after default under this Agreement, or (v) deliberate waste, the liability of the Mortgagor, its permitted successors or assigns, under this Agreement or the Note is hereby strictly limited to the interest of the Mortgagor, its permitted successors or assigns, in the Mortgaged Property. Any judgment in favor of the Mortgagee shall be satisfied only against the Mortgaged Property and may not be satisfied against any other asset of the Mortgagor, its permitted successors or assigns, and the Mortgagee shall neither seek, demand nor be entitled to obtain a deficiency judgment.

43. The Mortgagee shall have the right (but not the obligation) to apply partial payments on account of principal, interest, tax escrow installments or tax arrears as it shall determine in its sole discretion.

44. In addition to any other manner of service of process permitted by law in any action or proceeding brought with respect to this Mortgage, the Mortgagor hereby designates Bradford S. Barr as its agent for service of process (the "Agent") by certified mail or registered mail addressed to the Agent c/o Bradford N. Swett Management, LLC, 1536 Third Avenue, 3rd Floor, New York, New York 10028 and agrees that service upon the Agent by certified or registered mail shall be deemed sufficient service in all respects.

45. The Mortgagor agrees to maintain its operating account for the Mortgaged Property on deposit with the Mortgagee (or such other bank as the Mortgagee in its sole discretion shall determine) until the Debt is paid in full.

46. The Mortgagor covenants and warrants to the Mortgagee that all management fees, contracts and payables are and shall be subordinate to the lien of the mortgages consolidated by this Agreement.

47. Notwithstanding any provision set forth in this Agreement to the contrary, the maximum amount of principal indebtedness secured by the Mortgage and this Agreement at execution, or which under any contingency may become secured by the Mortgage and this Agreement at any time hereafter, is \$800,000.00, plus all interest payable under the notes and all amounts expended by Mortgagee after a default (a) for the payment of taxes, charges or assessments which may be imposed by legal requirements upon the Mortgaged Property; (b) to maintain the insurance required under this Agreement; (c) for any expenses incurred in maintaining the Mortgaged Property and upholding the lien of the Mortgage and this Agreement, including the expense of any litigation to prosecute or defend the rights and lien created by the Mortgage and this Agreement; and (d) for any amount, cost or charge to which Mortgagee becomes subrogated, upon

payment, whether under recognized principles of law or equity, or under express statutory authority, together with interest on all of the foregoing amounts at the Default Rate.

48. The Mortgagor agrees that all management agreements, permits or licenses ground leases, any other leases or agreements encumbering the Mortgaged Property or relating to the Mortgagor or the Mortgaged Property shall be subject to the Mortgagee's review and approval (in its sole discretion) but in any event shall be subordinate to the lien of the mortgages consolidated by this Agreement and shall include customary lender protection rights, including assignability provisions and termination rights for the benefit of the Mortgagee.

49. The Mortgagor covenants and agrees that the Mortgagor will be responsible to the Mortgagee for (a) any increased costs or loss of yield resulting from changes in reserve requirements, taxes, capital adequacy and other requirements of law and in connection with the Dodd Frank Wall Street Reform and Consumer Protection Act and Basel III, and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Mortgagee for "breakage costs" incurred in connection with, among other things, any prepayment of the Debt on a day other than the last day of an interest period with respect thereto.

50. If, now or in the future, any of the obligations secured pursuant to any security interest or lien created by this instrument include any Special Flood Zone Loan (hereinafter defined), then the following shall apply: any such Special Flood Zone Loan shall not be secured pursuant to any security interest or lien created by this instrument in personal property that would constitute "contents" located within Flood Zone Improvements securing such Special Flood Zone Loan, where, for purposes of the foregoing, "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area, a "Special Flood Zone Loan" means a loan, line of credit or other credit facility which is secured by Flood Zone Improvements, and the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall have the meaning ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency, all as may be amended from time to time.

51. The Mortgagor (a) shall not own any assets other than the Mortgaged Property and such incidental personal property as may be necessary for the operation thereof, (b) shall not engage in any business other than those necessary for the ownership, management or operation of the Mortgaged Property, (c) shall not, except for liabilities incurred in the ordinary course of business, incur any debt for borrowed money, secured or unsecured, direct or contingent (including guaranteeing any debt for borrowed money), other than the Debt, (d) shall not make any loans or advances to any person, (e) shall maintain books and records and bank accounts separate from those of its affiliates, (f) shall file its own tax returns, (g) shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character in light of its contemplated

business operations (but nothing in this clause (g) shall require capital contributions from any Mortgagor, principal of Mortgagor or its members or partners), and (h) shall not commingle its funds and other assets with those of any affiliate or any other person. The Mortgagor shall not enter into directly or indirectly any transaction or group of related transactions (including, without limitation, the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any person or entity that at such time directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Mortgagor, except pursuant to the reasonable requirements of the Mortgagor's business and upon fair and reasonable terms no less favorable to the Mortgagor than would be obtainable in a comparable arm's-length transaction with another person or entity not so controlled or affiliated. The Mortgagor acknowledges, agrees and stipulates that the Mortgaged Property is "single asset real estate", as that term is defined in 11 U.S.C. Section 101 (51B). In addition, to the maximum extent permitted by the United States Bankruptcy Code, the Mortgagor agrees that it will take all actions necessary for the Mortgagee to be able, as a result of the Mortgaged Property being single asset real estate, to seek relief from any automatic stay imposed under the United States Bankruptcy Code as provided in 11 U.S.C. Section 362(d)(3).

52. (A) (i) None of the funds or other assets of Mortgagor or of any affiliate of Mortgagor constitute property of, or are beneficially owned, directly or indirectly, by, any person subject to trade restrictions under the laws of the United States, including those who are covered by the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder (an "Embargoed Person") with the result that Mortgagee Exposure (as hereinafter defined) will occur; (ii) no Embargoed Person has any interest of any nature whatsoever (whether directly or indirectly) in Mortgagor with the result that Mortgagee Exposure will occur; and (iii) none of the funds of Mortgagor have been derived from any unlawful activity with the result that Mortgagee Exposure will occur. For the purposes hereof, "Mortgagee Exposure" shall mean any one or more of the following: (i) the loan secured by the Note (the "Loan") is in violation of applicable law, or (ii) the Mortgaged Property or any other collateral for the Loan or any portion thereof (including, without limitation, the Rents or other income to be derived therefrom) is subject to forfeiture or to being frozen, seized, sequestered or otherwise impaired by any governmental authority, or (iii) the Loan or any payments made or to be made in respect thereof (including, without limitation, principal and interest) is subject to forfeiture or to being frozen, seized, sequestered or otherwise impaired by a governmental authority or Mortgagee or any of Mortgagee's collateral for the Loan or the lien priority thereof or any of Mortgagee's rights or remedies in respect of the Loan or the collateral therefor is otherwise impaired or adversely affected, or (iv) Mortgagee is subject to criminal or civil liability or penalty.

(B) Neither Mortgagor nor any of its direct or indirect owners is in violation of the U.S. Federal Bank Secrecy Act, as amended, and its implementing regulations (31 CFR part 103), the Uniting and Strengthening America by Providing

Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "Patriot Act"), any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or any other anti-money laundering Law with the result that Mortgagee Exposure will occur.

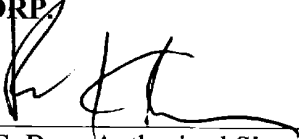
(C) Neither Mortgagor nor any of its direct or indirect owners is a person with whom people of the United States are restricted from doing business with under (i) regulations issued by OFAC (including those persons and entities named on OFAC's "Specially Designated Nationals and Blocked Persons" list) or under any law of the United States (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or (ii) any other law, if, with respect to either clause (i) or (ii), Mortgagee Exposure will occur. Without limiting the foregoing, Mortgagor is not presently funding, and will not in the future fund, Mortgagor's obligations hereunder with funds from any of the persons referred to in this paragraph (c) if Mortgagee Exposure will occur.

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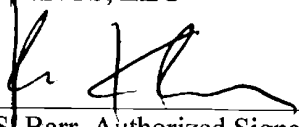
[Signature Page to Consolidation and Extension Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

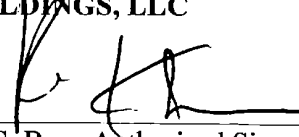
JEBRAHAN CORP.

By: 
Bradford S. Barr, Authorized Signatory

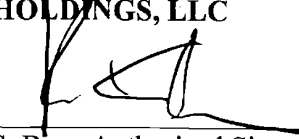
BRADBAR HOLDINGS, LLC

By: 
Bradford S. Barr, Authorized Signatory

BENEDICT HOLDINGS, LLC

By: 
Bradford S. Barr, Authorized Signatory

CLAREMONT HOLDINGS, LLC

By: 
Bradford S. Barr, Authorized Signatory

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____
Hunter Noah, Vice President

[Signature Page to Consolidation and Extension Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JEBRAHAN CORP.

By: _____
Bradford S. Barr, Authorized Signatory

BRADBAR HOLDINGS, LLC

By: _____
Bradford S. Barr, Authorized Signatory

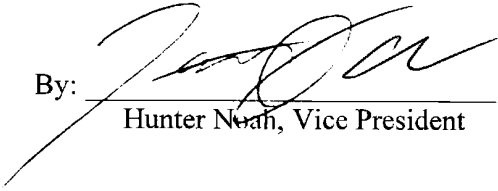
BENEDICT HOLDINGS, LLC

By: _____
Bradford S. Barr, Authorized Signatory

CLAREMONT HOLDINGS, LLC

By: _____
Bradford S. Barr, Authorized Signatory

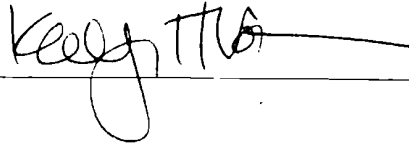
**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By:  _____
Hunter Noah, Vice President

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

On the 8th day of November, 2022, before me, the undersigned, personally appeared BRADFORD S. BARR, 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 on behalf of whom the individual(s) acted, executed the instrument.

KATJE HILKEN VALSANGKAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6242906
Qualified in Westchester County
My Commission Expires 06-13-2023



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

On the ___ day of November, 2022, before me, the undersigned, personally appeared HUNTER NOAH, 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 on behalf of whom the individual(s) acted, executed the instrument.

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

On the ___ day of November, 2022, before me, the undersigned, personally appeared BRADFORD S. BARR, 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 on behalf of whom the individual(s) acted, executed the instrument.

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

On the 15th day of November, 2022, before me, the undersigned, personally appeared HUNTER NOAH, 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 on behalf of whom the individual(s) acted, executed the instrument.

Mabel Lovett

Mabel Lovett
Notary Public State of New York
No. 01LO4830700
Qualified in Nassau County
My Commission Expires July 31, 20 25

Schedule A-Description

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

BEGINNING at a point on the westerly side of Alexander Avenue distant 25 feet northerly from the intersection of the westerly side of Alexander Avenue and the northerly side of Southern Boulevard (n/k/a Bruckner Boulevard);

RUNNING THENCE westerly parallel with Southern Boulevard (n/k/a Bruckner Boulevard) and part of the way through a party wall, 75 feet;

THENCE northerly parallel with Alexander Avenue, 25 feet;

THENCE easterly again parallel with Southern Boulevard (n/k/a Bruckner Boulevard) and part of the way through another party wall, 75 feet to the westerly side of Alexander Avenue; and

THENCE southerly along the westerly side of Alexander Avenue, 25 feet to the point or place of BEGINNING.

Premises: 129 Alexander Avenue, Bronx, New York

SCHEDULE B

- (1) Mortgage dated May 15, 2007 made by Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC to Manufacturers and Traders Trust Company in the principal sum of 785,000.00, recorded on May 25, 2007 as CRFN 2007000274379 in the Office of the City Register, Bronx County (Mortgage Tax Paid: \$21,980.00)
which mortgage was modified by Note and Mortgage Modification and Extension Agreement dated September 1, 2012 made by and between Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC and Manufacturers and Traders Trust Company, recorded on October 15, 2012 as CRFN 2012000406587 in said City Register's Office; and
- (2) Mortgage dated August 23, 2017 made by Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC to Manufacturers and Traders Trust Company in the principal sum of \$197,927.95, recorded on September 1, 2017 as CRFN 2017000328112 in said City Register's Office (Mortgage Tax Paid: \$4,056.95);

which two (2) mortgages were consolidated to form a single lien in the principal sum of \$850,000.00 by Consolidation and Extension Agreement dated August 23, 2017 made by and between Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC and Manufacturers and Traders Trust Company, recorded on September 1, 2017 as CRFN 2017000328113 in said City Register's Office; which two (2) mortgages as consolidated have a present principal balance of \$765,866.93; and
- (3) Mortgage dated November 15, 2022 made by Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC to Manufacturers and Traders Trust Company in the principal sum of \$34,133.07, intended to be recorded simultaneously herewith (Mortgage Tax Paid: \$ 699.05), which mortgage has a present principal balance of \$34,133.07.

Consolidation and Extension Agreement

**JEBRAHAN CORP., BRADBAR HOLDINGS, LLC,
BENEDICT HOLDINGS, LLC and CLAREMONT HOLDINGS, LLC,
jointly and severally**

- with -

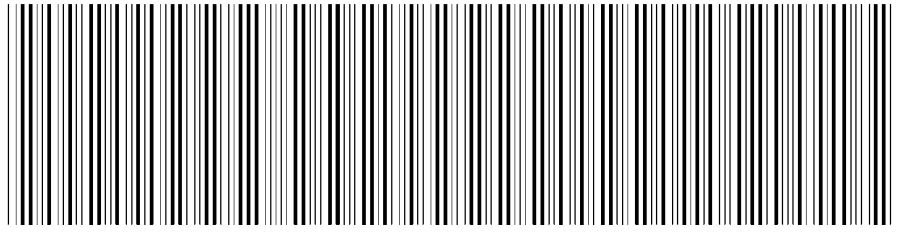
MANUFACTURERS AND TRADERS TRUST COMPANY

The within premises lie in
Section 9, Block 2309, Lot 29
in Bronx County

Record and Return To:

Narotsky Law Group, LLP
1983 Marcus Avenue
Suite 206
Lake Success, New York 11042
Attention: Recording Department

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022113000177002002S45B6

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022113000177002
Document Type: AGREEMENT

Document Date: 11-15-2022

Preparation Date: 11-30-2022

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

255 MORTGAGE TAX EXEMPT AFFIDAVIT

6

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

BRADFORD S. BARR, being duly sworn, deposes and says:

I am an Authorized Signatory of JEBRAHAN CORP., one of the owners of the property encumbered by the three (3) mortgages hereinafter described and, as such, I am familiar with the facts set forth herein:

SEE MORTGAGE SCHEDULE ANNEXED HERETO

The mortgage tax due on the aforesaid mortgages was paid in full at the time of recording.

There is offered for recording simultaneously herewith a Consolidation and Extension Agreement dated November 15, 2022 between JEBRAHAN CORP., et al and MANUFACTURERS AND TRADERS TRUST COMPANY.

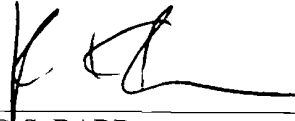
After the maximum amount became secured thereby no reloans or readvances have become secured thereunder to the date of execution of the said supplemental instrument.

The said Consolidation and Extension Agreement offered for recording does not create or secure any new or further indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the above mentioned primary mortgages.

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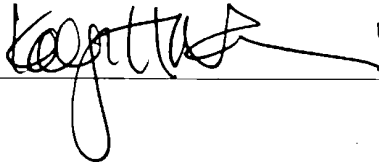
[Signature Page to 255 Affidavit re: Consolidation and Extension Agreement]

WHEREFORE, deponent respectfully requests that said Consolidation and Extension Agreement be declared exempt from taxation pursuant to the provisions of Section 255 of Article 11 of the Tax Law.



BRADFORD S. BARR

Sworn to before me this
8 day of November, 2022



KATJE HILKEN VALSANGKAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6242906
Qualified in Westchester County
My Commission Expires 06-13-2023

Mortgage Schedule

- (1) Mortgage dated May 15, 2007 made by Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC to Manufacturers and Traders Trust Company in the principal sum of 785,000.00, recorded on May 25, 2007 as CRFN 2007000274379 in the Office of the City Register, Bronx County (Mortgage Tax Paid: \$21,980.00)

which mortgage was modified by Note and Mortgage Modification and Extension Agreement dated September 1, 2012 made by and between Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC and Manufacturers and Traders Trust Company, recorded on October 15, 2012 as CRFN 2012000406587 in said City Register's Office; and

- (2) Mortgage dated August 23, 2017 made by Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC to Manufacturers and Traders Trust Company in the principal sum of \$197,927.95, recorded on September 1, 2017 as CRFN 2017000328112 in said City Register's Office (Mortgage Tax Paid: \$4,056.95);

which two (2) mortgages were consolidated to form a single lien in the principal sum of \$850,000.00 by Consolidation and Extension Agreement dated August 23, 2017 made by and between Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC and Manufacturers and Traders Trust Company, recorded on September 1, 2017 as CRFN 2017000328113 in said City Register's Office; which two (2) mortgages as consolidated have a present principal balance of \$765,866.93; and

- (3) Mortgage dated November 15, 2022 made by Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC to Manufacturers and Traders Trust Company in the principal sum of \$34,133.07, intended to be recorded simultaneously herewith (Mortgage Tax Paid: \$ 699.05), which mortgage has a present principal balance of \$34,133.07;

which three (3) mortgages were consolidated to form a single lien in the principal sum of \$800,000.00 by Consolidation and Extension Agreement dated November 15, 2022 made by and between Jebrahan Corp., Bradbar Holdings, LLC, Benedict Holdings, LLC and Claremont Holdings, LLC and Manufacturers and Traders Trust Company, intended to be recorded simultaneously herewith, which three (3) mortgages as consolidated have a present principal balance of \$800,000.00.

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

BRADFORD S. BARR, being duly sworn, deposes and says:

I am an Authorized Signatory of JEBRAHAN CORP., one of the owners of the property encumbered by the three (3) mortgages hereinafter described and, as such, I am familiar with the facts set forth herein:

SEE MORTGAGE SCHEDULE ANNEXED HERETO

The mortgage tax due on the aforesaid mortgages was paid in full at the time of recording.

There is offered for recording simultaneously herewith a Consolidation and Extension Agreement dated November 15, 2022 between JEBRAHAN CORP., et al and MANUFACTURERS AND TRADERS TRUST COMPANY.

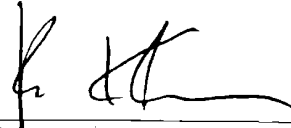
After the maximum amount became secured thereby no reloans or readvances have become secured thereunder to the date of execution of the said supplemental instrument.

The said Consolidation and Extension Agreement offered for recording does not create or secure any new or further indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the above mentioned primary mortgages.

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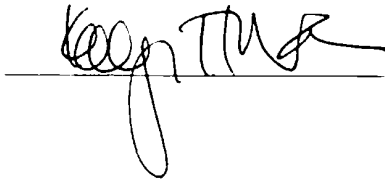
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BRADFORD S. BARR

Sworn to before me this
8th day of November, 2022



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