

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE BENEFIT OF THE
REGISTERED HOLDERS OF BENCHMARK 2019-
B14 MORTGAGE TRUST, COMMERCIAL
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2019-B14, ACTING BY AND THROUGH
CWCAPITAL ASSET MANAGEMENT LLC AS THE
SERVICED WHOLE LOAN SPECIAL SERVICER
FOR THE 180 WATER WHOLE LOAN;

Civil Case No. 1:25-cv-02754

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS TRUSTEE, FOR THE BENEFIT OF THE
HOLDERS OF COMM 2019-GC44 MORTGAGE
TRUST COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2019-GC44,
ACTING BY AND THROUGH CWCAPITAL ASSET
MANAGEMENT LLC AS THE SERVICED WHOLE
LOAN SPECIAL SERVICER FOR THE 180 WATER
WHOLE LOAN;

COMPLAINT

And

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT
OF THE HOLDERS OF CF 2019-CF3 MORTGAGE
TRUST COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2019-CF3,
ACTING BY AND THROUGH CWCAPITAL ASSET
MANAGEMENT LLC AS THE SERVICED WHOLE
LOAN SPECIAL SERVICER FOR THE 180 WATER
WHOLE LOAN,

Plaintiffs,

v.

180 WATER LLC; NATHAN BERMAN; NEW YORK
CITY BUREAU OF HIGHWAY OPERATIONS; and
NEW YORK STATE DEPARTMENT OF TAXATION
AND FINANCE,

Defendants.

Plaintiffs (i) Wells Fargo Bank, National Association, as Trustee for the Benefit of the Registered Holders of Benchmark 2019-B14 Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2019-B14 (the “**2019-B14 Trust**”), (ii) Wells Fargo Bank, National Association, as Trustee, for the Benefit of the Holders of COMM 2019-GC44 Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2019-GC44 (the “**2019-GC44 Trust**”), and (iii) Wells Fargo Bank, National Association, as Trustee, for the Benefit of the Holders of CF 2019-CF3 Mortgage Trust Commercial Mortgage Pass-Through Certificates, Series 2019-CF3 (the “**2019-CF3 Trust**” and together with 2019-B14 Trust and the 2019-GC44 Trust, “**Plaintiff**” or the “**Lender**”), each acting by and through CWCapital Asset Management LLC as the Serviced Whole Loan Special Servicer for the 180 Water Whole Loan, for their Complaint (the “**Complaint**”) against Defendants 180 Water LLC (the “**Borrower**”), Nathan Berman (the “**Guarantor**”), the New York City Bureau of Highway Operations (the “**NYCBHO**”) and the New York State Department of Taxation and Finance (the “**NYSDF**”), alleges as follows:

PARTIES

1. Each Plaintiff is and was, at all times relevant, a New York common law trust for which Wells Fargo Bank, National Association is the Trustee (the “**Trustee**”). The Trustee is a national banking association whose main office as specified in its Articles of Association is located in Sioux Falls, South Dakota. Each Plaintiff is therefore a citizen of South Dakota.

2. Defendant 180 Water LLC, is a limited liability company organized under the laws of the State of Delaware and, upon information and belief, maintains an address in New York c/o Metro Loft Management LLC, 40 Wall Street, Suite 1706, New York, New York 10005. Defendant 180 Water LLC is named as a defendant to extinguish all estate, right, title, fee and interest it holds in and to certain real property located in the Borough of Manhattan, New York

County at 180 Water Street, New York, New York 10038 (the “**Real Property**”), together with the premises, improvements, fixtures, machinery, equipment, personalty and other rights or interests of any kind or nature located thereon (the “**Personal Property**,” and together with the Real Property, as more particularly described in the Mortgage (as defined herein), the “**Property**”), and to determine its liabilities and obligations under the Loan Documents (as defined herein).

3. Pursuant to the Borrower Organizational Chart attached to the Loan Agreement (as defined below), the sole member of Defendant 180 Water LLC is 180 Water Mortgage Holdco LLC. The sole member of 180 Water Mortgage Holdco LLC is 180 Water Mezz 1 LLC. The sole member of 180 Water Mezz 1 LLC is 180 Water Mezz 2 LLC. The sole member of 180 Water Mezz 2 LLC is 17 John Street Associates LLC.

4. The members of 17 John Street Associates LLC are (i) 17 John Remote, Inc.; and (ii) AJ Developers LLC. 17 John Remote, Inc. is a New York corporation with its principal place of business in New York. The members of AJ Developers LLC are (a) NB 180 Equity Holdings LLC; (b) NB 180 Promote LLC; (c) Alimad 180 LLC; (d) Sophia Popovic; and (e) Avery 180W LLC. The sole member of NB 180 Equity Holdings LLC is Nathan Berman. Nathan Berman is a natural person and citizen of the State of New York, having an address at 40 Wall Street, Suite 1706, New York, New York 10005. The members of NB 180 Promote LLC are the Metro Loft Employees. Upon information and belief, the Metro Loft Employees are natural persons and citizens of the State of New York. The sole member of Alimad 180 LLC is Anthony Fromer. Upon information and belief, Anthony Fromer is a natural person and citizen of the State of New York. Upon information and belief, Sophia Popovic is a natural person and citizen of the State of New York. The sole member of Avery 180W LLC is the Avery Trust. Upon information and belief, the Avery Trust is a New York statutory trust.

5. Based on the forgoing, the residency and citizenship of each of its members and their members is the State of New York, and Defendant 180 Water LLC is a citizen of New York.

6. Defendant Nathan Berman is a natural person having an address at 40 Wall Street, Suite 1706, New York, New York 10005. Mr. Berman is being named as a defendant to preserve Plaintiff's right to seek a deficiency judgment or any other amounts owed on account of Mr. Berman's liability and obligations under the Guaranty (defined below).

7. The New York City Bureau of Highway Operations is named as a defendant due to possible unpaid sidewalk liens that may be owed in connection with the Property, including but not limited to the Notice of Sidewalk Violation filed May 16, 1983 under Index No. 27927.

8. The New York State Department of Taxation and Finance is made a defendant for the purpose of foreclosing liens, if any, against the Property which accrued or which may accrue subsequent to the lien of the Mortgage (as defined herein) by virtue of possible unpaid amounts, including but not limited to unpaid taxes and judgments, which are or may be due or may become due to the State of New York from any owner of record of the Property.

JURISDICTION AND VENUE

9. Jurisdiction over this matter properly rests within this Court pursuant to 28 U.S.C. § 1332(a) in that this action is between citizens of different states and the matter in controversy exceeds \$75,000, exclusive of interest, costs, and attorneys' fees.

10. The Trustee for each Plaintiff is a national banking association and, pursuant to 28 U.S.C. § 1348, is a citizen and resident of the State of South Dakota.

11. For purposes of diversity jurisdiction, none of the Defendants are residents or citizens of the State of South Dakota.

12. Defendant 180 Water LLC is a citizen of the State of New York for purposes of diversity jurisdiction because it is a Delaware limited liability company for which each of the members and their members of the sole member of the sole member of the sole member of its sole member are residents and citizens of the State of New York.

13. Defendant Nathan Berman is a citizen of the State of New York for purposes of diversity jurisdiction because he is a natural person that resides in the State of New York.

14. Defendant NYCBHO is a department of the New York city government and citizen of the State of New York for purposes of diversity jurisdiction.

15. Defendant NYSDT is a department of the New York state government and citizen of the State of New York for purposes of diversity jurisdiction.

16. Venue is proper in this district (i) pursuant to 28 U.S.C. 1391(b)(2) because a substantial part of the Property this is the subject of the action is located in this district and the related actions that give rise to Plaintiff's claims took place in this district; and (ii) because the Borrower irrevocably waived any objection to the laying of venue in this Court and waived any claim that an action brought in this Court has been brought in an inconvenient forum.

FACTS

A. The Loan

17. On or about October 18, 2019, DBR Investments Co. Limited (the "**Original Lender**") made a loan to Borrower in the original principal amount of \$265,000,000.00 (the "**Loan**") pursuant to the terms of a Loan Agreement dated as of October 18, 2019 (the "**Loan Agreement**").

18. A true and correct copy of the Loan Agreement is attached hereto as **Exhibit 1**.

19. The Loan was originally evidenced by a Consolidated, Amended and Restated Promissory Note dated October 18, 2019 in the original principal amount of \$265,000,000.00 (the “**Original Note**”).

20. Pursuant to a Note Splitter Agreement dated as of October 18, 2019, the Original Note was split into six (6) separate notes: (i) Promissory Note A-1 dated October 18, 2019 in the amount of \$50,000,000.00 (the “**Note A-1**”); (ii) Promissory Note A-2 dated October 18, 2019 in the amount of \$40,000,000.00 (the “**Note A-2**”); (iii) Promissory Note A-3 dated October 18, 2019 in the amount of \$25,000,000.00 (the “**Note A-3**”); (iv) Promissory Note A-4 dated October 18, 2019 in the amount of \$15,000,000.00 (the “**Note A-4**”); (v) Promissory Note A-5 dated October 18, 2019 in the amount of \$7,500,000.00 (the “**Note A-5**”); and (vi) Promissory Note B dated October 18, 2019 in the amount of \$127,500,000.00 (the “**Note B**” and together with Note A-1, Note A-2, Note A-3, Note A-4 and Note A-5, the “**Notes**”). The Notes obligated Borrower to pay Original Lender, its successors or assigns, the principal sum of \$225,000,000.00, plus interest and other amounts owing under the Loan.

21. True and correct copies of Note A-1, Note A-2, Note A-3, Note A-4, Note A-5 and Note B are attached hereto as **Exhibits 2 through 7**, respectively.

22. To secure its payment and performance obligations under the Loan, Borrower, as obligor and mortgagor, executed and delivered to Original Lender, as obligee and mortgagee, an Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 18, 2019 (the “**Mortgage**”). The Mortgage granted a security interest in the Property to Original Lender, its successors or assigns, to secure Borrower’s obligations under the Loan.

23. A true and correct copy of the Mortgage is attached hereto as **Exhibit 8**.

24. The Mortgage was duly filed and recorded in the Office of the City Register of the City of New York, in the county in which the Property was then and is now situated, on October 25, 2019, under City Register File Number 2019000349785. The block and lot indexing for the Property is as follows: Block 70, Lot 32, Borough of Manhattan.

25. Upon information and belief, the applicable recording taxes due, if any, were duly paid at the time of recording of the Mortgage.

26. To further secure its payment and performance of obligations under the Loan, Borrower, as obligor and assignor, executed and delivered to Original Lender, as obligee and assignee, an Assignment of Leases and Rents dated as of October 18, 2019 (the “**ALR**”). The ALR granted a security interest in the Rents (as defined in the ALR) to secure Borrower’s obligations under the Loan.

27. The ALR was duly filed and recorded in the Office of the City Register of the City of New York, in the county in which the Property was then and is now situated, on October 25, 2019, under City Register File Number 2019000349786.

28. A true and complete copy of the ALR is attached as **Exhibit 9**.

29. As an inducement for Original Lender to make the Loan and to secure repayment of the Loan, Guarantor executed and agreed to be bound by a Guaranty of Recourse Obligations dated as of October 18, 2019 (the “**Guaranty**”) in favor of Original Lender, its successors or assigns.

30. The Loan Agreement, Notes, Mortgage, ALR, Guaranty and all other documents executed in connection with the Loan shall hereinafter be collectively referred to as the “**Loan Documents**”.

31. The Loan Documents are governed by New York law.

B. Transfers of the Loan & Loan Documents

32. Effective as of November 21, 2019, Original Lender delivered Note A-1 to and executed an Allonge in favor of German American Capital Corporation (“GACC”). A true and correct copy of the Allonge is affixed to Note A-1, which is attached hereto as Exhibit 2.

33. Effective as of December 12, 2019, Original Lender delivered Note A-2, Note A-4, Note A-5 and Note B to and executed an Allonge for each note in favor of GACC. A true and correct copy of each allonge is affixed to Note A-2, Note A-4, Note A-5 and Note B, which are attached hereto as Exhibits 3 and 5-7, respectively.

34. Effective as of December 20, 2019, Original Lender delivered Note A-3 to and executed an Allonge to Promissory Note in favor of Cantor Commercial Real Estate Lending, L.P. (“Cantor”). A true and correct copy of the Allonge to Promissory Note is affixed to Note A-3, which is attached hereto as part of Exhibit 4.

35. Original Lender assigned its interest in the Mortgage to GACC by virtue of an Assignment of Mortgage dated as of December 9, 2019 to be effective as of November 21, 2019 (the “**First Mortgage Assignment**”), which was duly filed and recorded in the Office of the City Register of the City of New York, in the county in which the Property was then and is now situated, on January 30, 2020, under City Register File Number 2020000038793.

36. A true and correct copy of the First Mortgage Assignment is attached hereto as **Exhibit 10**.

37. Original Lender assigned its interest in the ALR to GACC pursuant to an Assignment of Assignment of Leases and Rents dated as of December 9, 2019 to be effective as of November 21, 2019 (the “**First ALR Assignment**”), which was duly filed and recorded in the

Office of the City Register of the City of New York, in the county in which the Property was then and is now situated, on January 30, 2020, under City Register File Number 2020000038794.

38. A true and correct copy of the First ALR Assignment is attached hereto as **Exhibit 11**.

39. Original Lender assigned its interest in the Loan Agreement and Guaranty to GACC by virtue of a General Assignment effective as of November 21, 2019 (the “**First General Assignment**”).

40. A true and correct copy of the First General Assignment is attached hereto as **Exhibit 12**.

41. Thereafter, effective as of November 21, 2019, GACC executed an Allonge to Note A-1 in favor of the 2019-B14 Trust. A true and correct copy of the allonge is affixed to Note A-1, which is attached hereto as Exhibit 2.

42. Effective as of December 12, 2019, GACC executed an Allonge to Note A-2, Note A-4, Note A-5 and Note B in favor of the 2019-GC44 Trust. A true and correct copy of each allonge is affixed to Note A-2, Note A-4, Note A-5 and Note B, which are attached hereto as Exhibits 3 and 5-7, respectively.

43. Effective as of December 20, 2019, Cantor executed an Allonge to Note A-3 in favor of the 2019-CF3 Trust. A true and correct copy of the Allonge is affixed to Note A-3, which is attached hereto as Exhibit 4.

44. GACC assigned its interest in the Mortgage to the 2019-B14 Trust by virtue of an Assignment of Mortgage dated as of December 9, 2019 to be effective as of November 21, 2019 (the “**Second Mortgage Assignment**”), which was duly filed and recorded in the Office of the

City Register of the City of New York, in the county in which the Property was then and is now situated, on January 30, 2020, under City Register File Number 2020000038796.

45. A true and correct copy of the Second Mortgage Assignment is attached hereto as **Exhibit 13**.

46. GACC assigned its interest in the ALR to the 2019-B14 Trust pursuant to an Assignment of Assignment of Leases and Rents dated as of December 9, 2019 to be effective as of November 21, 2019 (the “**Second ALR Assignment**”), which was duly filed and recorded in the Office of the City Register of the City of New York, in the county in which the Property was then and is now situated, on January 30, 2020, under City Register File Number 2020000038797.

47. A true and correct copy of the Second ALR Assignment is attached hereto as **Exhibit 14**.

48. GACC assigned its interest in the Loan Agreement and Guaranty to the 2019-B14 Trust by virtue of a General Assignment effective as of November 21, 2019 (the “**Second General Assignment**”).

49. A true and correct copy of the Second General Assignment is attached hereto as **Exhibit 15**.

50. As a result of the foregoing assignments, (i) the 2019-B14 Trust is the valid transferee and the current owner and holder of Note A-1, the Loan Agreement, the Mortgage, the ALR and Guaranty; (ii) the 2019-GC44 Trust is the valid transferee and the current owner and holder of Note A-2, Note A-4, Note A-5 and Note B; and (iii) the 2019-CF3 Trust is the valid transferee and the current owner and holder of Note A-3.

51. CWC Capital Asset Management LLC is the designated Special Servicer of the Loan, as a whole, on behalf of the 2019-B14 Trust, the 2019-GC44 Trust and the 2019-CF3 Trust, and in that capacity has the right to initiate, prosecute, and maintain this action.

C. The Borrower's Defaults

52. Pursuant to Section 8.1(i) of the Loan Agreement, an Event of Default exists:

if (A) the Obligations are not paid in full on the Maturity Date, (B) any Monthly Debt Service Payment Amount is not paid in full on the applicable Monthly Payment Date (provided, it shall not be an Event of Default if there are sufficient funds available in the Operating Shortfall Account to pay such Monthly Debt Service Payment Amount, no other Event of Default is then continuing and Servicer fails to make such payment in violation of this Agreement), (C) any prepayment of principal due under this Agreement or the Note is not paid when due, (D) the Prepayment Fee is not paid when due, (E) the Liquidated Damages Amount is not paid when due, or (F) any deposit to the Reserve Funds is not made on the required deposit date therefor; . . .

53. The Loan Agreement defines “Maturity Date” to mean “the date on which the final payment of principal of the Note becomes due and payable as herein and therein provided, whether at the Stated Maturity Date, by declaration of acceleration, extension or otherwise.”

54. The Loan Agreement identifies the “Stated Maturity Date” as November 6, 2024.

55. Borrower failed to pay the Loan in full on the Stated Maturity Date of November 6, 2024 (the “**Maturity Default**”).

56. By letters dated November 18, 2024 and April 2, 2025 (collectively, the “**Default Letters**”), Plaintiff notified Borrower that an Event of Default had occurred and was continuing as a result of the Maturity Default and demanded payment of all unpaid amounts due and owing under the Loan Documents.

57. True and correct copies of the Default Letters are attached hereto as **Exhibit 16**.

58. To date, the Borrower has failed and refused to pay the Loan in full as required by the Loan Documents and the Loan remains in default.

FIRST CAUSE OF ACTION
(Foreclosure of the Mortgage Against all Defendants)

59. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs as if fully set forth herein.

60. The Maturity Default constitutes an Event of Default under the Loan Agreement, which entitles Lender to exercise its rights and remedies under the Loan Documents, including the right, pursuant to Section 7.1(b) of the Mortgage and Section 8.2 of the Loan Agreement, to foreclose upon the Mortgage.

61. Pursuant to Section 7.1 of the Mortgage, upon the occurrence of an Event of Default, Lender may take the following actions without notice or demand to the Borrower:

(b) institute proceedings for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Obligations not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof, all as may be required or permitted by law; . . .

* * *

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Debt or any part thereof; . . .

62. Section 8.2.2 of the Loan Agreement provides:

[d]uring the continuance of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower under this Agreement or any of the other Loan Documents executed and delivered by, or applicable to, Borrower or at law or in equity may be exercised by Lender at any time and from time to time, whether or not all or any of the Obligations shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Property. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law or contract or as set forth herein or in the other Loan Documents or by equity. Without limiting the generality of the foregoing, if an Event of Default has occurred and is then continuing (i) Lender shall not be subject to any "one action" or "election of remedies" law or rule, and (ii) all Liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Property and the Mortgage has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Obligations or the Obligations have been paid in full. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default with respect to Borrower shall not be construed to be a waiver of any subsequent Default or Event of Default by Borrower or to impair any remedy, right or power consequent thereon.

63. Because the Loan matured in November of 2024, the full amount of the Debt is currently due and payable.

64. Despite demands for payment, the Borrower has failed to pay the Debt and remains in default.

65. Pursuant to the Loan Documents and applicable law, the unpaid balance of the Borrower's obligations under the Loan Documents, estimated as of April 4, 2025, totals at least \$263,447,272.50, and includes (i) the unpaid principal amount of \$265,000,000.00, (ii) interest at the non-default rate from 3/6/25 through 4/4/25 in the amount of \$728,020.76, (iii) interest at the default rate from 11/6/24 through 4/4/25 in the amount of \$5,484,027.77, (iv) late fees in the amount of \$4,522.24, (v) property protection advances totaling \$93,860.75, (vi) interest on advances in the amount of \$3,138.41, (vii) administration and payoff quote fees in the amount of \$6,200.00, (viii) special servicing fees from 11/7/24 through 4/4/25 in the amount of \$274,201.38 and (ix) a liquidation fee in the amount of \$1,000,000.00, less \$9,146,698.81 in funds held in suspense, reserve or escrow accounts to be credited against any of the outstanding amounts due under the Loan (collectively, the "**Debt**"). The above amounts are estimates only and the full amount of the Debt shall be calculated at the appropriate stage of this case to reflect the total amount then due and owing under the Loan.

66. Attorneys' fees and costs, due diligence report costs, title charges, and other amounts due and owing pursuant to the Loan Documents and applicable law continue to accrue.

67. Interest continues to accrue on the Notes at the non-default rate of 3.410377% per annum (the "**Note Rate**"), and the default rate of 5.00% per annum (the "**Default Rate**").

68. In order to protect its security, Lender may be compelled during the pendency of this action to pay charges affecting the Property. Such sums paid by Lender, together with interest

thereon and any other amounts due under the Loan Documents as a result thereof, constitute part of the Debt due to Lender under the Loan and Loan Documents, and, accordingly, Lender requests that any such sums be added to the sums otherwise due under the Loan Documents.

69. Each of the Defendants named herein have or claim to have some interest in, or lien upon the Property or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of Plaintiff's Mortgage sought to be foreclosed in this action.

70. No other action or proceeding has been commenced or maintained or is now pending at law or otherwise for the foreclosure of the Mortgage, or for recovery of the sum evidenced by the Notes and secured by Mortgage or any part thereof.

71. Section 9-x of New York's Banking Law is not applicable to the parties or Loan at issue in this action.

72. All conditions precedent necessary to bring forth the claims set forth herein have been satisfied.

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

- (a) Any state of facts that an inspection of the Property would disclose;
- (b) Any state of facts that an accurate survey of the Property would show;
- (c) Covenants, restrictions, easements, and public utility agreements of record, if any;
- (d) Building and zoning ordinances or codes of the municipality, or any of its agencies or instrumentalities, in which the mortgaged Property are located and possible violations of such ordinances or codes;
- (e) Any rights of lawful tenants or persons lawfully in possession of the Property;

- (f) Any equity of redemption of the United States of America to redeem the premises within 120 days from date of sale; and
- (g) Prior or superior lien(s) of record, if any.

WHEREFORE, Plaintiff respectfully requests:

- (a) that the defendants and all persons claiming under them, subsequent to the commencement of this action, be barred and foreclosed of and from all estate, right, title, interest, claim, lien, and equity of redemption of, in and to (A) the Property, as more particularly described in this Complaint, and each and every part and parcel thereof, including any personal property appurtenant thereto, (B) any and all leases, licenses, and/or occupancy agreements of any kind or nature in or to the Property or any portion thereof; that the Property may be decreed to be sold, according to law, in “as is” physical order and condition, subject to the items set forth in paragraph 73 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 Notes, Mortgage, and other Loan Documents, with interest, default interest, late charges, exit fees, and the expenses of such sale, including attorneys’ fees, together with the costs, allowances, and disbursements of this action, and together with any sums incurred by Plaintiff pursuant to any term or provision of the Notes, Mortgage, and other Loan Documents set forth in this Complaint or to protect the lien of the Mortgage, together with interest and default interest upon those sums accruing from the dates of the respective payments and advances, so far as the amount of such monies properly applicable thereto will pay the same; that the Borrower may be adjudged to pay the whole residue, or so much thereof as permitted under the Loan

Documents or the Court determines to be just and equitable, of the debt remaining unsatisfied after the sale and the application of the proceeds pursuant to the directions contained in such judgment; that in the event Plaintiff possesses any other lien(s) against the Property either by way of judgment, junior mortgage or otherwise, Plaintiff requests that such other lien(s) shall not be merged in Plaintiff's cause(s) of action set forth in this Complaint but that Plaintiff shall be permitted to enforce the 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; and that Plaintiff may have such other and further relief as may be just and equitable;

- (b) that, upon application therefor, this Court forthwith appoint a receiver in accordance with the provisions of the Mortgage;
- (c) in accordance with Real Property Actions and Proceedings Law § 1371, Guarantor be adjudged to pay the whole residue or so much thereof as permitted under the Guaranty and other Loan Documents, if any, or the Court determines to be just and equitable, of the debt remaining unsatisfied and deficient after a foreclosure sale of the Property and the application of the proceeds pursuant to the directions contained in such judgment; and
- (d) such other and further relief as the Court may deem just and proper.

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Dated: New York, New York
April 2, 2025

Respectfully submitted,

VENABLE LLP

By: /s/ Gregory A. Cross

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