

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

-----X	:	
WILMINGTON TRUST, NATIONAL	:	Civil Action No.
ASSOCIATION, AS TRUSTEE FOR THE	:	
REGISTERED HOLDERS OF BANC OF AMERICA:	:	
MERRILL LYNCH COMMERCIAL MORTGAGE	:	
INC., MULTIFAMILY MORTGAGE PASS-	:	<b><u>VERIFIED COMPLAINT</u></b>
THROUGH CERTIFICATES, SERIES 2021-KF116,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
KINGSBRIDGE REALTY ASSOCIATES LLC,	:	
KINGSBRIDGE REALTY II LLC, OLINVILLE	:	
REALTY LLC, OLINVILLE REALTY II LLC,	:	
UNDERHILL REALTY LLC, JOEL WIENER, and	:	
“JOHN DOE” NOS. 1-25,	:	
	:	
Defendants.	:	
	:	
The Names of the “John Doe” Defendants Being	:	
Fictitious and Unknown to Plaintiff, the Persons and	:	
Entities Intended Being Those Who Have Possessory	:	
Liens or Other Interests in, the Premises Herein	:	
Described.	:	
-----X	:	

Wilmington Trust, National Association, as Trustee for the Registered Holders of Banc of America Merrill Lynch Commercial Mortgage Inc., Multifamily Mortgage Pass-Through Certificates, Series 2021-KF116 (“Plaintiff” or “Wilmington Trust” or “Lender”) by and through its attorneys, Perkins Coie LLP, for its Verified Complaint (the “Complaint”) against the defendants, respectfully alleges as follows:

**THE PARTIES**

1. Wilmington Trust is, and at all relevant times hereinafter mentioned was, a national association, is a national banking association with its main office location in Wilmington, Delaware. As the trustee actively managing the trust, Wilmington Trust is a citizen of Delaware.

2. Wilmington Trust is the duly appointed and presently serving Trustee under the trust created under the pooling and servicing agreement governing the acquisition and administration of a pool of mortgage loans, of which each loan that is the subject of this action is one.

3. Wilmington Trust as the lawful holder and owner of the note, mortgage and security interest being foreclosed therein, brings this action as plaintiff.

4. Upon information and belief, defendant Kingsbridge Realty Associates LLC (“Kingsbridge”) is, and at all relevant times hereinafter mentioned was, a limited liability company formed and existing under and by virtue of the laws of the State of New York, having a principal place of business at c/o Joel Wiener, One Penn Plaza, 39th Floor, New York, New York 10119. Upon information and belief, every member of Kingsbridge is a citizen of New York.

5. Upon information and belief, defendant Kingsbridge Realty II LLC (“Kingsbridge II”) is, and at all relevant times hereinafter mentioned was, a limited liability company formed and existing under and by virtue of the laws of the State of New York, having a principal place of business at c/o Joel Wiener, One Penn Plaza, 39th Floor, New York, New York 10119. Upon information and belief, every member of Kingsbridge II is a citizen of New York.

6. Upon information and belief, defendant Olinville Realty LLC (“Olinville”) is, and at all relevant times hereinafter mentioned was, a limited liability company formed and existing under and by virtue of the laws of the State of New York, having a principal place of business at

c/o Joel Wiener, Joel . Upon information and belief, every member of Olinville is a citizen of New York.

7. Upon information and belief, defendant Olinville Realty II LLC (“Olinville II”) is, and at all relevant times hereinafter mentioned was, a limited liability company formed and existing under and by virtue of the laws of the State of Delaware, having a principal place of business at c/o Joel Wiener, One Penn Plaza, 39th Floor, New York, New York 10119. Upon information and belief, every member of Olinville II is a citizen of New York.

8. Upon information and belief, defendant Underhill Realty LLC (“Underhill,” together with Kingsbridge, Kingsbridge II, Olinville, and Olinville II each individually and all of them collectively “Borrower”) is, and at all relevant times hereinafter mentioned was, a limited liability company formed and existing under and by virtue of the laws of the State of New York, having a principal place of business at c/o Joel Wiener, One Penn Plaza, 39th Floor, New York, New York 10119. Upon information and belief, every member of Underhill is a citizen of New York.

9. Upon information and belief, defendant Joel Wiener (“Guarantor”) is an individual having an address at 66 Wood Lane, Woodmere, New York 11598. The Guarantor is made a party defendant herein by reason of the execution and delivery to the Plaintiff of a written guaranty in connection with the loan, note and mortgage at issue in this action and for the purpose of adjudicating any deficiencies under the subject mortgage for which the Guarantor may be liable. Guarantor is a citizen of New York.

10. Upon information and belief, the “John Doe” defendants constitute tenants, occupants or other persons and entities who may be in possession of, or may have possessory liens or other interests in, the Mortgaged Property and which possessory liens or other interests, if any,

are subsequent and/or subordinate to the mortgages being foreclosed herein. Said defendants are named as party defendants herein for the purpose of terminating their interests. Upon information and belief, every John Doe defendant is a citizen of New York.

### JURISDICTION AND VENUE

11. This dispute arises between citizens of different states, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. Therefore, this Court has diversity-of-citizenship jurisdiction over the subject matter of this dispute pursuant to 28 U.S.C. § 1332.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1).

### THE LOAN DOCUMENTS

13. On or about May 20, 2021, Original Lender, Capital One, National Association, a national banking association (“Original Lender”) agreed to make a loan or loans (the “Loans”) to Borrower and four of its affiliates (collectively, the “Affiliated Borrowers”), in accordance with the terms and conditions of those certain Multifamily Loan and Security Agreements (the “Loan Agreements”) dated May 20, 2021. True and correct copies of the Loan Agreements are attached hereto as **Exhibit A**.

14. The amounts of the Loans governed by the Loan Agreements are as follows:

<b>Borrower</b>	<b>Loan Agreement</b>	<b>Original Principal Amount</b>
Kingsbridge	Dated as of May 20, 2021	\$16,000,000.00
Kingsbridge II	Dated as of May 20, 2021	\$6,045,000.00
Olinville	Dated as of May 20, 2021	\$9,455,000.00
Olinville II	Dated as of May 20, 2021	\$33,000,000.00
Underhill	Dated as of May 20, 2021	\$43,500,000.00

<b>Borrower</b>	<b>Loan Agreement</b>	<b>Original Principal Amount</b>
	<b>Total</b>	\$108,000,000.00

15. Each Borrower executed and delivered to Original Lender that certain Consolidated, Amended and Restated Multifamily Note, dated May 20, 2021 (each a “Note” and collectively the “Notes”). The original principal amount of the promissory notes aggregated \$108,000,000.00. The original principal amount of each Borrower’s Note is in the amount listed in the third column of the table in paragraph 14 above. A true and correct copy of the Notes (with all allonges) is attached hereto as **Exhibit B** and its terms are expressly incorporated herein by reference and made part hereof as though fully and completely set forth herein.

16. As security for the payment of the Loan, on or about May 20, 2021, each Borrower executed and delivered to Original Lender a certain Multifamily Mortgage, Assignment of Rents and Security Agreement (each a “Mortgage” and collectively the “Mortgages”) securing each respective Borrower’s obligations under the corresponding Borrower’s Note.

17. Each Mortgage was recorded in the New York Office of the City Register on the dates and with the recording numbers as set forth in the following table:

<b>Borrower</b>	<b>Date of Mortgage Recording</b>	<b>Recording Number</b>
Kingsbridge	June 11, 2021	CRFN 2021000219544
Kingsbridge II	June 24, 2021	CRFN 2021000240127
Olinville	June 24, 2021	CRFN 2021000239973
Olinville II	June 21, 2021	CRFN 2021000235218
Underhill	July 1, 2021	CRFN 2021000252490

18. Each Mortgage encumbers that certain real property described therein (all property given as security thereunder, for each Mortgage, a “Property” and collectively the “Properties”). A true copy of each Mortgage evidencing a first priority lien is annexed hereto as **Exhibit C** and its terms are expressly incorporated herein by reference and made part hereof as though fully and completely set forth herein.

19. In addition to being a real property mortgage, each Mortgage is a “security agreement” within the meaning of the Uniform Commercial Code. Section 2(a) of the Mortgage provides that the Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified in Sections 2(a) through 2(d) of the corresponding Mortgage which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and under that section Borrower granted to Original Lender a security interest in said items.

20. As further security for the payment of the Loan, on or about May 20, 2021, Guarantor executed and delivered to Original Lender, a set of five Guaranty Multistate documents guaranteeing the payment of certain obligations with respect to each Borrower under that Borrower’s Loan Documents (each a “Guaranty”). A true copy of each Guaranty is annexed hereto as **Exhibit D** and its terms are expressly incorporated herein by reference and made part hereof as though fully and completely set forth herein.

21. Each Mortgage was assigned from Original Lender to Federal Home Loan Mortgage Corporation (“Freddie Mac”) by a certain Assignment of Security Instrument/Mortgage. A true and correct copy of each Assignment of Security Instrument/Mortgage (each, an “Original Lender Assignment”) dated and recorded in the Office of the New York City Register as set forth in the table below is attached hereto as **Exhibit E**:

<b>Borrower</b>	<b>Date of Original Lender Assignment Recording</b>	<b>Recording Number</b>
Kingsbridge	June 11, 2021	CRFN 2021000252496
Kingsbridge II	June 24, 2021	CRFN 2021000240130
Olinville	June 24, 2021	CRFN 2021000239978
Olinville II	June 21, 2021	CRFN 2021000235224
Underhill	July 1, 2021	CRFN 2021000252496

22. Effective as of July 28, 2021, each Mortgage was assigned to Plaintiff through execution and delivery of the corresponding Assignment of Mortgage (each, a “Freddie Mac Assignment”). A true and correct copy of each Freddie Mac Assignment to Plaintiff dated and recorded in the Office of the New York City Register as set forth in the table below is attached hereto as **Exhibit F**:

<b>Borrower</b>	<b>Date of Freddie Mac Assignment Recording</b>	<b>Recording Number</b>
Kingsbridge	July 28, 2021	CRFN 2021000291225
Kingsbridge II	July 28, 2021	CRFN 2021000291223
Olinville	July 28, 2021	CRFN 2021000291260
Olinville II	July 28, 2021	CRFN 2021000291229
Underhill	July 28, 2021	CRFN 2021000291227

23. In addition, an allonge to the Note in favor of Freddie Mac and then to the Trust was executed and delivered from Original Lender to Freddie Mac and then from Freddie Mac to the Trust. A true and correct copy of each allonge to each Note by which such Note was transferred to the Trust is attached to the corresponding Note as Exhibit B as described above.

24. On the dates set forth in the table below, a UCC-1 Financing Statement was filed as to each Borrower with the New York Department of State at the file number in the table below in this paragraph (the “Original State UCC”), and on the dates set forth in the table second below a UCC-3 Assignment of Financing Statement at the file number set forth in the table second below (the “State UCC Assignment”; together with the Original State UCC, the “State UCC Documents”) was filed with the New York Department of State, whereby the Original State UCC as to each Borrower was assigned to Lender. True and correct copies of the State UCC Documents are attached hereto as **Exhibit G**. The State UCC Documents cover the personal property assets of the Borrower.

<b>Borrower</b>	<b>Date of Original State UCC</b>	<b>Recording Number</b>
Kingsbridge	May 25, 2021	File No. 20210520186327
Kingsbridge II	May 25, 2021	File No. 202105250186303
Olinville	May 26, 2021	File No. 202105260187206
Olinville II	N/A	N/A
Underhill	May 25, 2021	File No. 202105250186101

<b>Borrower</b>	<b>Date of State UCC Assignment</b>	<b>Recording Number</b>
Kingsbridge	April 13, 2021	File No. 202204138178412
Kingsbridge II	July 26, 2021	File No. 202107268335013
Olinville	April 13, 2022	File No. 202204138178450
Olinville II	N/A	N/A
Underhill	July 26, 2021	File No. 202107268335037

25. On the dates set forth in the table below, a UCC-1 Financing Statement was filed as to each Borrower with the Office of the Clerk for Bronx County, New York at the file number in the table below (the “County UCC Assignment”). True and correct copies of the County UCC Assignments are attached hereto as **Exhibit H**.

<b>Borrower</b>	<b>Date of County UCC Financing Statement</b>	<b>Recording Number</b>
Kingsbridge	June 11, 2021	CRFN 2021000219547
Kingsbridge II	June 24, 2021	CRFN 2021000240129
Olinville	June 24, 2021	CRFN 2021000239977
Olinville II	June 21, 2021	CRFN 2021000235223
Underhill	July 1, 2021	CRFN 2021000252495

<b>Borrower</b>	<b>Date of County UCC Assignment</b>	<b>Recording Number</b>
Kingsbridge	July 28, 2021	CRFN 2021000291226
Kingsbridge II	July 28, 2021	CRFN 2021000291224
Olinville	July 28, 2021	CRFN 2021000291261
Olinville II	July 28, 2021	CRFN 2021000291230
Underhill	July 28, 2021	CRFN 2021000291228

26. The Loan, the Loan Agreement, the Note, Mortgage, the Assignment of Rents, the Guaranty, the Original Lender Assignments and all other instruments or documents evidencing or securing the obligations of Borrowers under the Notes and/or any other loan document are collectively referred to herein as the “Loan Documents.”

**PROVISIONS COMMON TO THE LOAN AGREEMENT, NOTE AND MORTGAGE**

27. At all times prior to default, each Borrower was obligated to pay each month through the Maturity Date of June 1, 2028, on the Monthly Payment Date (the first calendar day of each month, or, if such first day is not a Business Day as defined in the Loan Agreement, the next day prior to the first of the month that is not a Business Day), the amount equal to the Monthly Debt Service Payment Amount, an amount which varies monthly (the amount of which August 2025 Monthly Debt Service Payment Amount for each Borrower is as set forth in the table below). On the Maturity Date, all outstanding principal and all accrued and unpaid interest and all other amounts due under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, including, without limitation, all interest that would accrue on the Note through and including the end of the Interest Period in which the Maturity Date occurs (even if such Interest Period extends beyond the Maturity Date) (the “Maturity Date Amount”).

<b>Borrower</b>	<b>Monthly Payment Amount</b>
Kingsbridge	\$106,256.63
Kingsbridge II	\$40,145.08
Olinville	\$62,791.03
Olinville II	\$219,154.30
Underhill	\$288,885.21

28. At all times prior to default, each Borrower was obligated to pay interest at a Floating Interest Rate, a “variable annual interest rate calculated for each Interest Adjustment Period so as to equal the Index Rate for such Interest Adjustment Period (truncated at the 5th decimal place if necessary) plus the Margin.”

29. The interest on the Outstanding Principal Balance for each Borrower is calculated by using an “actual/360 interest calculation schedule (interest is payable for the actual number of days in each month, and each month's interest is calculated by multiplying the unpaid principal amount of this Note as of the first day of the month for which interest is being calculated by the applicable Floating Interest Rate, dividing the product by 360, and multiplying the quotient by the number of days in the month for which interest is being calculated).” See Ex. B (Multifamily Note at Section 3(b)).

30. The “Default Rate” is defined in each Note as “variable annual interest rate equal to 4 percentage points above the Floating Interest Rate in effect from time to time, but the Default Rate shall not exceed the Maximum Interest Rate.” See Ex. B (Multifamily Note at Section 1.(a)).

31. Each Mortgage provides in Section 7.1(g) that, upon the occurrence of an Event of Default, the mortgagee (here, Plaintiff) may 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 liable for the payment of the Debt any part thereof.

### **GUARANTY**

32. Pursuant to the Guaranty, Guarantor absolutely and unconditionally guaranteed to Plaintiff the prompt and unconditional payment of the Guaranteed Recourse Obligations of Borrower (as defined in the Guaranty), which include, among other things, liabilities, costs, losses, damages, expenses or claims suffered or incurred by Plaintiff by reason of or in connection with any of the events or circumstances described in Section 11.22 of the Loan Agreement. In addition,

the Guarantor under the Guaranty is liable for all legal fees and other costs and expenses incurred by the lender under the Note in enforcing any of the Guaranteed Recourse Obligations of Borrower.

**DEFAULTS UNDER THE LOAN DOCUMENTS**

33. Borrower failed to make timely payments of interest on the Installment Due Dates occurring on April 1, 2025, May 1, 2025, June 1, 2025, July 1, 2025 and August 1, 2025. Plaintiff provided written notice of Borrower’s default to each Borrower and Guarantor by letters July 2, 2025 (each, a “Default Letter”). A true and correct copy of each Default Letter is annexed hereto as **Exhibit I**.

34. However, rather than rectify the Event of Default, Borrower has compounded the defaults.

35. By reason of the foregoing, as of August 22, 2025, and assuming no further payment by Borrower or anyone else on account of the Loan, there is justly due and owing to Plaintiff, upon the Mortgage, the outstanding principal balance (exclusive of protective advances, which amounts are under the Loan Documents added to principal and bear interest at the Default Rate) for each Borrower as set forth in the table below, together with accrued and unpaid interest thereon, at the Default Interest Rate from and after the first occurrence of the first Event of Default, and all other charges as more fully provided in the Loan Documents, which sums are due and owing in addition to any usual costs and allowance to which Plaintiff may be entitled to and awarded under any law or statute applicable to this action.

<b>Borrower</b>	<b>Outstanding Principal Amount</b>
Kingsbridge	\$14,634,890.73
Kingsbridge II	\$5,423,806.09
Olinville	\$8,732,826.89

<b>Borrower</b>	<b>Outstanding Principal Amount</b>
Olinville II	\$29,908,855.61
Underhill	\$39,851,611.13

36. In order to protect its security interest, Plaintiff may be compelled to pay during the pendency of this action, among other things, taxes, assessments, water rates, insurance premiums and other charges affecting the Mortgaged Property, and Plaintiff requests that any sums thus paid by it for said purposes (together with interest thereon) be added to the sum otherwise due and be deemed secured by each Mortgage and be adjudged a valid lien on each Mortgaged Property.

37. Upon information and belief, all of the defendants named in this action have, or claim to have, some claim to, interest in or lien upon the Mortgaged Property or some part thereof, which claim, interest or lien, if any, has accrued subsequent to the Mortgage and to the liens of Plaintiff and is subject and subordinate to the liens of Plaintiff.

38. Upon information and belief, no persons or entities other than those described herein have, may have, or claim to have, any interest in and lien upon the Mortgaged Property.

### **JEOPARDY TO COLLATERAL**

39. Plaintiff repeats and realleges that allegations set forth in paragraphs 1 through 38 above with the same force and effect as if set forth fully herein.

40. Borrower failed to make timely payments of interest on the Installment Due Dates. Accordingly, the Loan is and has been bearing interest at the Default Interest Rate since then.

41. However, rather than rectify the Events of Default, Borrowers have compounded the defaults.

42. First, Borrowers have failed to cause rents to be paid as required under the Loan Agreement. The Mortgage and the Assignment of Rents grant Plaintiff a lien and security interest in, to, and upon all of the rents and income of the Mortgaged Properties (the “Rents”). Having rents paid into an account controlled by Plaintiff is necessary for Plaintiff to perfect and preserve its liens and security interests in, to, and upon the Rents.

43. In addition, diversion and non-payment of the Rents into such a Plaintiff-controlled account prevents Plaintiff from distributing them to pay expenses of the Mortgaged Properties as provided under the applicable provisions contained in the Loan Agreement.

44. Third, compounding the jeopardy, Defendants delayed providing proof of the required insurance for the Mortgaged Properties and did not timely pay the insurance premiums for the required insurance for the Mortgaged Properties. This has resulted in Plaintiff having to make one or more advances to pay the insurance premiums for the Mortgaged Properties’ insurance. Plaintiff is entitled to add the cost of such advances for insurance premiums to the unpaid principal amounts of the Loan and recover interest on such amount at the Default Rate. Additionally, because the Mortgaged Properties have deteriorated, both financial and physically, Plaintiff is exposed to a risk of non-recovery of these advances. Moreover, failure to provide timely proof of insurance coverage is in and of itself an occurrence to raise concern about the Mortgaged Property.

45. Fourth, Plaintiff’s master servicer has made advances to pay the Trust’s certificate holders principal and interest to which they are entitled. The master servicer is entitled to reimbursement from Plaintiff for those advances plus interest at the applicable rate under the governing securitization documents. In turn, pursuant to the Loan Documents, Borrower is obligated to reimburse Plaintiff for those advances, plus that interest on those advances.

46. Plaintiff faces further exposure to a risk of non-recovery of these advances and the interest thereon.

47. Fifth, Borrowers have failed to maintain the physical condition of the Mortgaged Properties. Pictures obtained by Plaintiff (true and copies of which are attached as **Exhibit J**) confirm the decline in the physical maintenance of the Mortgaged Properties.

### COUNT I

#### (Foreclosure on Kingsbridge Realty Associates LLC Mortgage)

48. Plaintiff repeats and realleges that allegations set forth in paragraphs 1 through 47 above with the same force and effect as if set forth fully herein.

49. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Notes

50. The Defendants have failed to pay their indebtedness to Plaintiff in accordance with the terms of the Loan Documents.

51. The Defendants' failure to pay such indebtedness constitutes a breach of the Loan Documents. Specifically, Kingsbridge Realty Associates LLC's failure to pay such indebtedness constitutes a breach of its Loan Documents.

52. As a result, Plaintiff is entitled to a judgment barring and forever foreclosing Kingsbridge Realty Associates LLC, the other Defendants, and all persons claiming by, through or under all or any of them, any and all mechanic's lien holders, all subsequent and subordinate lien and/or judgment holders, and every person or entity whose right, title, conveyance or encumbrance is recorded subsequent to the filing of a notice of pendency of this action of all right, title, interest, claim, lien and equity of redemption in and to the Mortgaged Property and in and to

the fixtures and articles of personalty upon which the Mortgage are liens attached to or used in connection with said premises.

**COUNT II**

**(Foreclosure on Kingsbridge Realty II LLC Mortgage)**

53. Plaintiff repeats and realleges that allegations set forth in paragraphs 1 through 52 above with the same force and effect as if set forth fully herein Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Notes.

54. Plaintiff and each Defendant are parties to the Loan Documents, under which Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Note.

55. The Defendants have failed to pay their indebtedness to Plaintiff in accordance with the terms of the Loan Documents.

56. The Defendants' failure to pay such indebtedness constitutes a breach of the Loan Documents. Specifically, Kingsbridge Realty Associates II LLC's failure to pay such indebtedness constitutes a breach of its Loan Documents.

57. As a result, Plaintiff is entitled to a judgment barring and forever foreclosing Kingsbridge Realty Associates II LLC, the other Defendants, and all persons claiming by, through or under all or any of them, any and all mechanic's lien holders, all subsequent and subordinate lien and/or judgment holders, and every person or entity whose right, title, conveyance or encumbrance is recorded subsequent to the filing of a notice of pendency of this action of all right, title, interest, claim, lien and equity of redemption in and to the Mortgaged Property and in and to

the fixtures and articles of personalty upon which the Mortgage are liens attached to or used in connection with said premises.

**COUNT III**

**(Foreclosure on Olinville Realty LLC Mortgage)**

58. Plaintiff repeats and realleges that allegations set forth in paragraphs 1 through 57 above with the same force and effect as if set forth fully herein.

59. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Notes.

60. The Defendants have failed to pay their indebtedness to Plaintiff in accordance with the terms of the Loan Documents.

61. The Defendants' failure to pay such indebtedness constitutes a breach of the Loan Documents. Specifically, Olinville Realty LLC's failure to pay such indebtedness constitutes a breach of its Loan Documents.

62. As a result, Plaintiff is entitled to a judgment barring and forever foreclosing Olinville Realty LLC, the other Defendants, and all persons claiming by, through or under all or any of them, any and all mechanic's lien holders, all subsequent and subordinate lien and/or judgment holders, and every person or entity whose right, title, conveyance or encumbrance is recorded subsequent to the filing of a notice of pendency of this action of all right, title, interest, claim, lien and equity of redemption in and to the Mortgaged Property and in and to the fixtures and articles of personalty upon which the Mortgage are liens attached to or used in connection with said premises.

**COUNT IV**

**(Foreclosure on Olinville Realty II LLC Mortgage)**

63. Plaintiff repeats and realleges that allegations set forth in paragraphs 1 through 62 above with the same force and effect as if set forth fully herein.

64. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Notes.

65. The Defendants have failed to pay their indebtedness to Plaintiff in accordance with the terms of the Loan Documents.

66. The Defendants' failure to pay such indebtedness constitutes a breach of the Loan Documents. Specifically, Olinville Realty II LLC's failure to pay such indebtedness constitutes a breach of its Loan Documents.

67. As a result, Plaintiff is entitled to a judgment barring and forever foreclosing Olinville Realty II LLC, the other Defendants, and all persons claiming by, through or under all or any of them, any and all mechanic's lien holders, all subsequent and subordinate lien and/or judgment holders, and every person or entity whose right, title, conveyance or encumbrance is recorded subsequent to the filing of a notice of pendency of this action of all right, title, interest, claim, lien and equity of redemption in and to the Mortgaged Property and in and to the fixtures and articles of personalty upon which the Mortgage are liens attached to or used in connection with said premises.

**COUNT V**

**(Foreclosure on Underhill Realty LLC Mortgage)**

68. Plaintiff repeats and realleges that allegations set forth in paragraphs 1 through 67 above with the same force and effect as if set forth fully herein.

69. Plaintiff and each Defendant are parties to the Loan Documents, under which the

Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Notes.

70. The Defendants have failed to pay their indebtedness to Plaintiff in accordance with the terms of the Loan Documents.

71. The Defendants' failure to pay such indebtedness constitutes a breach of the Loan Documents. Specifically, Underhill Realty LLC's failure to pay such indebtedness constitutes a breach of its Loan Documents.

72. As a result, Plaintiff is entitled to a judgment barring and forever foreclosing Underhill Realty LLC, the other Defendants, and all persons claiming by, through or under all or any of them, any and all mechanic's lien holders, all subsequent and subordinate lien and/or judgment holders, and every person or entity whose right, title, conveyance or encumbrance is recorded subsequent to the filing of a notice of pendency of this action of all right, title, interest, claim, lien and equity of redemption in and to the Mortgaged Property and in and to the fixtures and articles of personalty upon which the Mortgage are liens attached to or used in connection with said premises.

## **COUNT VI**

### **(Foreclosure on Kingsbridge Realty Associates LLC UCC Security Interests)**

73. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 72 of the Complaint.

74. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Note. The Borrower, Kingsbridge Realty Associates LLC, continues

to be in default under the Loan Documents, including but not limited to, the defaults set forth above.

75. Pursuant to Section 9-601(1)(a) of the Uniform Commercial Code, Plaintiff has the right to foreclose upon all personal property encumbered by any security interest in favor of the Lender under the Loan Documents (the “Collateral”) by reason of the default described above.

#### **COUNT VII**

##### **(Foreclosure on Kingsbridge Realty II LLC UCC Security Interests)**

76. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 75 of the Complaint.

77. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Note. The Borrower, Kingsbridge Realty Associates II LLC, continues to be in default under the Loan Documents, including but not limited to, the defaults set forth above.

78. Pursuant to Section 9-601(1)(a) of the Uniform Commercial Code, Plaintiff has the right to foreclose upon all personal property encumbered by any security interest in favor of Plaintiff under the Loan Documents (the “Collateral”) by reason of the default described above.

#### **COUNT VIII**

##### **(Foreclosure on Olinville Realty LLC UCC Security Interests)**

79. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 78 of the Complaint.

80. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness

pursuant to the terms of the Note. The Borrower, Olinville Realty LLC, continues to be in default under the Loan Documents, including but not limited to, the defaults set forth above.

81. Pursuant to Section 9-601(1)(a) of the Uniform Commercial Code, Plaintiff has the right to foreclose upon all personal property encumbered by any security interest in favor of Plaintiff under the Loan Documents (the “Collateral”) by reason of the default described above.

### **COUNT IX**

#### **(Foreclosure on Olinville Realty II LLC UCC Security Interests)**

82. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 81 of the Complaint.

83. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness pursuant to the terms of the Note. The Borrower, Olinville Realty II LLC, continues to be in default under the Loan Documents, including but not limited to, the defaults set forth above.

84. Pursuant to Section 9-601(1)(a) of the Uniform Commercial Code, Plaintiff has the right to foreclose upon all personal property encumbered by any security interest in favor of the Plaintiff under the Loan Documents (the “Collateral”) by reason of the default described above.

### **COUNT X**

#### **(Foreclosure on Underhill Realty LLC UCC Security Interests)**

85. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 84 of the Complaint.

86. Plaintiff and each Defendant are parties to the Loan Documents, under which the Defendants have agreed to perform various obligations, including payment of the indebtedness

pursuant to the terms of the Note. The Borrower, Underhill Realty LLC, continues to be in default under the Loan Documents, including but not limited to, the defaults set forth above.

87. Pursuant to Section 9-601(1)(a) of the Uniform Commercial Code, Plaintiff has the right to foreclose upon all personal property encumbered by any security interest in favor of Plaintiff under the Loan Documents (the “Collateral”) by reason of the default described above.

### **COUNT XI**

#### **(Appointment of a Receiver for Kingsbridge Realty Associates LLC)**

88. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 87 of this Complaint.

89. The real and personal property of Borrower in which Plaintiff holds a lien or security interest (the “Assets”) are the sole assets of the Borrower.

90. The failure to make the payments due under the Loan Documents are events of default under the Loan Documents, including the Note and Assignment of Rents.

91. The Loan Documents expressly allow Plaintiff to seek the appointment of a receiver to take possession of and hold the Assets upon the occurrence of an event of default and in the discretion of this Court. The Borrower, Kingsbridge Realty Associates LLC, consented to the appointment of a receiver under the Loan Documents.

92. The Defendants' licenses to collect leases and rents under the Assignments of Rents have terminated on account of the breach of the Loan Documents.

93. For these reasons, in accordance with Rule 66 of the Federal Rules of Civil Procedure, Plaintiff is entitled to the appointment of a receiver to take immediate possession of and hold, subject to the discretion of this Court, the Defendants' Assets.

**COUNT XII**

**(Appointment of a Receiver for Kingsbridge Realty II LLC)**

94. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 93 of this Complaint.

95. The real and personal property of Borrower in which Plaintiff holds a lien or security interest (the “Assets”) are the sole assets of the Borrower.

96. The failure to make the payments due under the Loan Documents are events of default under the Loan Documents, including the Note and Assignment of Rents.

97. The Loan Documents expressly allow Plaintiff to seek the appointment of a receiver to take possession of and hold the Assets upon the occurrence of an event of default and in the discretion of this Court. The Borrower, Kingsbridge Realty II LLC, consented to the appointment of a receiver under the Loan Documents.

98. The Defendants' licenses to collect leases and rents under the Assignments of Rents have terminated on account of the breach of the Loan Documents.

99. For these reasons, in accordance with Rule 66 of the Federal Rules of Civil Procedure, Plaintiff is entitled to the appointment of a receiver to take immediate possession of and hold, subject to the discretion of this Court, the Defendants' Assets.

**COUNT XIII**

**(Appointment of a Receiver for Olinville Realty LLC)**

100. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 99 of this Complaint.

101. The real and personal property of Borrower in which Plaintiff holds a lien or security interest (the “Assets”) are the sole assets of the Borrower.

102. The failure to make the payments due under the Loan Documents are events of default under the Loan Documents, including the Note and Assignment of Rents.

103. The Loan Documents expressly allow Plaintiff to seek the appointment of a receiver to take possession of and hold the Assets upon the occurrence of an event of default and in the discretion of this Court. The Borrower, Olinville Realty LLC, consented to the appointment of a receiver under the Loan Documents.

104. The Defendants' licenses to collect rent and rents under the Assignments of Rents have terminated on account of the breach of the Loan Documents.

105. For these reasons, in accordance with Rule 66 of the Federal Rules of Civil Procedure, Plaintiff is entitled to the appointment of a receiver to take immediate possession of and hold, subject to the discretion of this Court, the Defendants' Assets.

#### **COUNT XIV**

##### **(Appointment of a Receiver for Olinville Realty II LLC)**

106. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 105 of this Complaint.

107. The real and personal property of Borrower in which Plaintiff holds a lien or security interest (the "Assets") are the sole assets of the Borrower.

108. The failure to make the payments due under the Loan Documents are events of default under the Loan Documents, including the Note and Assignment of Rents.

109. The Loan Documents expressly allow Plaintiff to seek the appointment of a receiver to take possession of and hold the Assets upon the occurrence of an event of default and in the discretion of this Court. The Borrower, Olinville Realty II LLC, consented to the appointment of a receiver under the Loan Documents.

110. The Defendants' licenses to collect leases and rents under the Assignments of Rents have terminated on account of the breach of the Loan Documents.

111. For these reasons, in accordance with Rule 66 of the Federal Rules of Civil Procedure, Plaintiff is entitled to the appointment of a receiver to take immediate possession of and hold, subject to the discretion of this Court, the Defendants' Assets.

**COUNT XV**

**(Appointment of a Receiver for Underhill Realty LLC)**

112. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 111 of this Complaint.

113. The real and personal property of Borrower in which Plaintiff holds a lien or security interest (the "Assets") are the sole assets of the Borrower.

114. The failure to make the payments due under the Loan Documents are events of default under the Loan Documents, including the Note and Assignment of Rents.

115. The Loan Documents expressly allow Plaintiff to seek the appointment of a receiver to take possession of and hold the Assets upon the occurrence of an event of default and in the discretion of this Court. The Borrower, Underhill Realty LLC, consented to the appointment of a receiver under the Loan Documents.

116. The Defendants' licenses to collect leases and rents under the Assignments of Rents have terminated on account of the breach of the Loan Documents.

117. For these reasons, in accordance with Rule 66 of the Federal Rules of Civil Procedure, Plaintiff is entitled to the appointment of a receiver to take immediate possession of and hold, subject to the discretion of this Court, the Defendants' Assets.

**COUNT XVI**

**(Judgment Against Guarantor)**

118. Plaintiff re-alleges and incorporates by reference, as if set forth fully herein, the allegations contained in paragraphs 1 through 117 of this Complaint.

119. The Borrowers have failed to comply with the terms and provisions of the Loan Documents.

120. To the extent that investigation may reveal that Guarantor has incurred Guaranteed Recourse Obligations of Borrower and a foreclosure sale of the Mortgaged Properties does not result in payment of all sums owing to Plaintiff under the Loan Documents, Borrowers and Guarantor will be personally liable for all Obligations under the Loan Documents.

121. Accordingly, Plaintiff requests judgment against defendants, for any losses or damages suffered or incurred by Plaintiff to the extent permitted by the Loan Documents, including the Guaranty, and the applicable law.

**PRAYER FOR RELIEF**

Plaintiff requests that the Court grant the relief requested above and such other and further relief, both at law and in equity, to which it may be justly entitled. Specifically, Plaintiff requests that the Court:

a. bar and forever foreclose Kingsbridge Realty Associates LLC, Kingsbridge Realty II LLC, Olinville Realty LLC, Olinville Realty II LLC, Underhill Realty LLC, and all persons claiming by, through or under all or any of them, and every person or entity whose right, title, conveyance or encumbrance is recorded subsequent to the filing of a notice of pendency of this action in the, of all right, title, interest, claim, lien and equity of redemption in and to the

property subject to the Notes and in and to the fixtures and articles of personalty upon which the liens attached to or used in connection with said premises;

b. decree that the property subject to Kingsbridge Realty Associates LLC, Kingsbridge Realty II LLC, Olinville Realty LLC, Olinville Realty II LLC, Underhill Realty LLC's Mortgages be sold as one parcel pursuant to each Mortgage, along with the fixtures and articles of personalty, and that the monies arising from such sales be brought into Court;

c. direct Kingsbridge Realty Associates LLC, Kingsbridge Realty II LLC, Olinville Realty LLC, Olinville Realty II LLC, and Underhill Realty LLC to pay Plaintiff the amounts due upon its Loan Documents, with interest thereon to the time of such payment, together with the expenses of the sale, the costs, allowances and disbursements of this action, the Plaintiff's attorneys' fees, other charges, any monies advanced or paid to protect its liens, and the taxes, assessments, water charges and sewer rents, premiums for insurance, repairs to the property subject to Kingsbridge Realty Associates LLC, Kingsbridge Realty II LLC, Olinville Realty LLC, Olinville Realty II LLC, and Underhill Realty LLC's Security Instruments and all other charges which may have been made by the Lender to protect the security afforded under Kingsbridge Realty Associates LLC, Kingsbridge Realty II LLC, Olinville Realty LLC, Olinville Realty II LLC, and Underhill Realty LLC's Security Instruments and the lien thereon to be paid, with interest upon said amounts from the dates of the respective payments and advances thereof, so far as the amounts of such monies properly applicable thereto will pay the same;

d. direct Kingsbridge Realty Associates LLC, Kingsbridge Realty II LLC, Olinville Realty LLC, Olinville Realty II LLC, and Underhill Realty LLC to pay Plaintiff all rents as they become due and payable;

e. direct the referee (or other officer) making such sale to pay from the proceeds thereof all taxes, assessments, water rates, sewer rents and other charges which are liens on the property sold; and

f. adjudge that the collateral (that is not real property) subject to the Loan Documents be sold together with the real property subject to the Security Instrument at a single public sale conducted by the sheriff or referee to satisfy the amounts due to Plaintiff;

g. bar and foreclose Kingsbridge Realty Associates LLC, Kingsbridge Realty Associates II LLC, Olinville Realty LLC, Olinville Realty II LLC, and Underhill Realty LLC of all equity of redemption in and to the aforesaid collaterals;

h. awarding possession of each of the Mortgaged Properties to the successful purchase at the corresponding judicial sale of each of the Mortgaged Properties;

i. appoint a receiver to take possession and control of and hold each Defendant's Assets;

j. order the Defendants and their agents charged with operating and/or managing the Mortgaged Properties to (i) promptly render an accounting for all rents and other income from the Mortgaged Properties from and after the date of this complaint; and (ii) provide all such information and reports concerning the ownership, use, operation, management, repair, maintenance and leasing of the Mortgaged Properties as may be required by this Court to provide the receiver appointed by this Court with the information necessary to perform its obligations as receiver of the Defendants' properties;

k. direct the receiver to segregate, preserve, protect, collect and account for, and manage, operate, lease, maintain and preserve, each Defendant's Assets;

l. compel the Defendants to promptly pay over to the receiver and cause the Defendants' affiliates (i) all deposits by tenants of all rents, revenues and other income from the Mortgaged Properties, and all other funds which are Assets in their possession or control; and (ii) all such deposits, rents, revenue and other income from the Mortgaged Properties and other funds which are Assets that are received by any of them from and after the appointment of the receiver;

m. direct the receiver to pay to Plaintiff on a monthly basis any income and revenue from the Assets in excess of that amount reasonably required to manage, operate, lease, maintain and preserve the Mortgaged Property and other Assets;

n. authorize Plaintiff, at its sole election, to (i) make such advances to the receiver for the benefit and account of the Defendants under the Loan Documents as may be necessary from time to time, in the exercise of Plaintiff's sole discretion; and (ii) pay costs and expenses reasonably required to manage, operate, lease, maintain and preserve the Defendants' Mortgaged Property to the extent that rents, income and other revenue from the Defendants' Assets are insufficient to pay such costs and expenses, all without Plaintiff becoming a mortgagee in possession or incurring any other liability to the Defendants;

o. permit any such advances made by the Plaintiff pursuant to the foregoing paragraph f of this prayer to be additional indebtedness which will be owed to the Lender under the Note and secured by the other Loan Documents;

p. authorize the receiver, upon request by Plaintiff, to list or otherwise advertise for sale and to solicit offers to purchase the Mortgaged Properties and other Assets and to sell the Mortgaged Properties and other Assets, on such terms as are acceptable and approved in writing prior to such sale by the Lender, by way of public or private sale or other disposition in accordance with the applicable provisions of 28 U.S.C. § 2001 and 2004, free and clear of all security interests,

liens, claims and other interests with all valid security interests and liens to attach to the proceeds of such sale(s);

- q. tax all costs of this action to the Defendants; and
- r. award such other and further relief as is just and proper

Dated: New York, New York  
September 12, 2025

**PERKINS COIE LLP**

By: /s/ Gary F. Eisenberg  
Gary F. Eisenberg, Esq.

1155 Avenue of the Americas  
22nd Floor  
New York, NY 10036  
212.262.6900  
*Attorney for Plaintiff*

**VERIFICATION**

Daniel Iannarone, being duly sworn, deposes and says:

1. I am an Asset Manager with CWCapital Asset Management LLC (“CWCapital”), the designated special servicer for WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF BANC OF AMERICA MERRILL LYNCH COMMERCIAL MORTGAGE INC., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2021-KF116, Plaintiff in this action.

2. I make this verification because CWCapital is a limited liability company and I am authorized as an Asset Manager CWCapital as special servicer to execute this Complaint on Plaintiff’s behalf. Attached hereto as **Exhibit K** is a true and correct copy of the executed Limited Power of Attorney from Plaintiff evidencing that CWCapital has the power to execute the Verified Complaint and this affirmation on Plaintiff’s behalf.

3. I have read the foregoing Verified Complaint and know the contents thereof. The same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

4. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

September 11, 2025  
Washington, DC

  
Daniel Iannarone

**SCHEDULE "A"**

**Legal Description (7 pages)**

**KINGSBRIDGE REALTY ASSOCIATES LLC - SCHEDULE A  
(Description)**

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

BEGINNING at a point on the westerly side of Broadway, distant 146.32 feet northerly from the corner formed by the intersection of the northerly side of 234th Street with the westerly side of Broadway;

RUNNING THENCE northerly along the westerly side of Broadway, 205.60 feet

THENCE westerly on a line forming an angle on its northerly side with the westerly side of Broadway of 86 degrees 31 minutes 50 seconds, a distance of 291.62 feet to the easterly side of Kingsbridge Avenue;

THENCE southerly along the easterly side of Kingsbridge Avenue, 182.06 feet;

THENCE easterly along a line forming an angle on its northerly side with the easterly side of Kingsbridge Avenue of 89 degrees 51 minutes 50 seconds, for a distance of 318.92 feet to the point or place of BEGINNING.

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

**END OF KINGSBRIDGE REALTY ASSOCIATES LLC SCHEDULE A**

**KINGSBRIDGE REALTY II LLC - SCHEDULE A  
(Description)**

**Parcel I**

For information only- Lot 433:

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 the corner formed by the intersection of the southerly side of West 236th Street with the westerly side of Kingsbridge Avenue;

RUNNING THENCE westerly along the southerly side of West 236th Street, 100 feet;

THENCE southerly at right angles to West 236th Street 178.27 feet;

THENCE easterly along a line which forms an angle of 85 degrees, 04 minutes, 10 seconds on its northerly side with the last mentioned course. 100.37 feet to the westerly side of Kingsbridge Avenue;

THENCE northerly along the westerly side of Kingsbridge Avenue, 169.64 feet to the corner aforesaid, at the point or place of BEGINNING.

**Parcel I**

For information only- Lot 444:

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

BEGINNING at a point on the westerly side of Kingsbridge Avenue, distant 178 feet northerly from the corner formed by the intersection of the said westerly side of Kingsbridge Avenue with the northerly side of West 234th Street;

RUNNING THENCE northerly along the westerly side of Kingsbridge Avenue, 200 feet,

THENCE westerly parallel with the northerly side of West 234th Street, 100 feet;

THENCE southerly parallel with the westerly side of Kingsbridge Avenue, 100 feet;

THENCE westerly at right angles to the last mentioned course, 111.67 feet to the easterly side of Corlear Avenue;

THENCE southerly along the easterly side of Corlear Avenue, 50.19 feet;

THENCE easterly and parallel with the northerly side of West 234th Street, 115.98 feet;

THENCE southerly parallel with the westerly side of Kingsbridge Avenue, 50 feet;

THENCE easterly again parallel with the northerly side of West 234th Street, 100 feet to the westerly side of Kingsbridge Avenue, at the point or place of BEGINNING.

**FOR CONVEYANCING ONLY:**

Together with all the light, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said Premises.

**KINGSBRIDGE REALTY II LLC - END OF SCHEDULE A**

**OLINVILLE REALTY LLC - 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 the corner formed by the intersection of the southerly side of Mace Avenue and the easterly side of Olinville Avenue;

RUNNING THENCE easterly along the southerly side of Mace Avenue, 100 feet to the center line of the block;

THENCE southerly along the center line of the block, 50.02 feet;

THENCE easterly and parallel with the southerly side of Mace Avenue, 100 feet to the westerly side of White Plains Road;

THENCE southerly along the westerly side of White Plains Road, 50.02 feet;

THENCE westerly and parallel with the southerly side of Mace Avenue, 100 feet to the center line of the block;

THENCE southerly along the center line of the block, 200 feet;

THENCE easterly and parallel with the southerly side of Mace Avenue, 100 feet to the westerly side of White Plains Road;

THENCE southerly along the westerly side of White Plains Road, 50 feet;

THENCE westerly and parallel with the southerly side of Mace Avenue, 100 feet too the center line of the block;

THENCE northerly along the center line of the block, 25 feet;

THENCE westerly and parallel with the southerly side of Mace Avenue, 100 feet to the easterly side of Olinville Avenue;

THENCE northerly along the easterly side of Olinville Avenue, 325.04 feet to the point or place of BEGINNING.

**FOR CONVEYANCING ONLY:**

Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

**OLINVILLE REALTY LLC - END OF SCHEDULE A**

**OLINVILLE REALTY II LLC - SCHEDULE A  
(Description)**

As to Northerly Part of Lot 10:

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 the corner formed by the intersection of the southerly side of Waring Avenue and the westerly side of White Plains Road;

RUNNING THENCE southerly along the westerly side of White Plains Road, 278.51 feet;

THENCE westerly on a line forming an angle of 92 degrees, 52 minutes, 00 seconds on its southerly side with the westerly side of White Plains Road, 138.77 feet;

THENCE southerly on a line forming an angle of 100 degrees, 30 minutes, 00 seconds on its easterly side with the last mentioned course, 85.25 feet'

THENCE easterly on a line forming an angle of 79 degrees, 30 minutes, 00 seconds on its northerly side with the last mentioned course, 158.50 feet to the westerly side of White Plains Road;

THENCE southerly along the westerly side of White Plains Road, 128.00 feet;

THENCE westerly on a line at right angles to the westerly side of White Plains Road, 115.00 feet;

THENCE northerly on a line at right angles to the last mentioned course, 128.00 feet;

THENCE westerly at right angles to the last mentioned course, 85.00 feet to the easterly side of Olinville Avenue;

THENCE northerly along the easterly side of Olinville Avenue, 362.44 feet to the corner formed by the intersection of the easterly side of Olinville Avenue and the southerly side of Waring Avenue;

THENCE easterly along the southerly side of Waring Avenue, 200.00 feet to the corner of White Plains Road, the point or place of BEGINNING.

As to Southerly Part of Lot 10:

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 White Plains Road, distant 490.44 feet southerly from the corner formed by the intersection of the westerly side of White Plains Road and the southerly side of Waring Avenue;

RUNNING THENCE southerly along the westerly side of White Plains Road, 171.87 feet;

THENCE westerly on a line forming an angle of 67 degrees, 43 minutes, 26 seconds on its northerly side with the westerly side of White Plains Road, 57.72 feet;

THENCE southerly on a line at right angles to the last mentioned course, 110.14 feet;

THENCE westerly on a line forming an angle of 88 degrees, 55 minutes, 37 seconds on its northerly side with the last mentioned course, 114.19 feet to the easterly side of Olinville Avenue;

THENCE northerly along the easterly side of Olinville Avenue, 334.66 feet;

THENCE easterly on a line at right angles to the easterly side of Olinville Avenue, 85.00 feet;

THENCE southerly on a line at right angles to the last mentioned course, 128.00 feet;

THENCE easterly on a line at right angles to the last mentioned course, 115.00 feet to the westerly side of White Plains Road, the point or place of BEGINNING.

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

**END OF OLINVILLE REALTY II LLC - SCHEDULE A**

**UNDERHILL REALTY LLC - SCHEDULE A  
(Description)**

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

BEGINNING at a point formed by the intersection of the southerly side of Bruckner Boulevard as laid down on the final map of the City of New York and the easterly side of Thieriot Avenue;

RUNNING THENCE easterly along the southerly side of Bruckner Boulevard 460.98 to the westerly side of Underhill Avenue;

THENCE southerly along westerly side of Underhill Avenue 466.79 feet to tile northerly side of Story Avenue;

THENCE westerly along the northerly side of story Avenue 460 feet to tile easterly side of Thieriot Avenue;

THENCE northerly along the easterly side of Thieriot Avenue 495.85 feet to the point or place of BEGINNING.

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

**UNDERHILL REALTY LLC – END OF SCHEDULE A**