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At an IAS Part <sup>72</sup> of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse thereof, 360 Adams Street, Brooklyn, New York, on the 30<sup>th</sup> day of August 2010

PRESENT: HON. LAWRENCE KNIPEL  
J.S.C.

REMSEN STREET OWNER'S, INC.,

Plaintiff,

against

100 REMSEN STREET LLC

Defendant.

Index No. 21266/2010

**ORDER  
TO SHOW CAUSE FOR  
INTERIM RELIEF AND FOR  
AN INJUNCTION**

Upon the reading and filing of the accompanying affirmation of Marnie R. Kudon, Esq., dated August 27, 2010, the affirmation of Marcia E. Fokas, Esq. dated August 26, 2010; affidavit of Stephanie Koules, sworn to on August 26, 2010; affidavit of registered architect Leon Geoxavier, sworn to on August 26, 2010; the affidavit of Linda Feldman, sworn to on August 26, 2010, and the exhibits annexed thereto in support; and upon the pleadings and all of the prior papers and proceedings herein, ~~it is hereby~~

~~ORDERED that~~ <sup>LET</sup> the Defendant show cause before this Court, at an IAS Part 8 of the Supreme Court, Kings County, in Room 438 of the Courthouse located at 360 Adams Street, Brooklyn, New York, on the 15<sup>TH</sup> day of September 2010, at 9:30 a.m., or as soon thereafter as counsel can be heard, why an Order should not be made:

BORAH,  
GOLDSTEIN,  
ALTSCHULER  
NAHINS &  
GOIDEL, P.C.  
377 BROADWAY  
NY, NY 10013-3993  
(212) 431-1300

KINGS COUNTY CLERK  
FEE PD \$ 45 00

*Law Ryan*

- (a) Directing Defendant to immediately execute the Estoppel Certificate prepared by New York Community Bank pursuant to Section Fifty-Third of the parties' Ground Lease dated December 15, 1959;
- (b) Enjoining Defendant from further frustrating Plaintiff's attempts to obtain financing from New York Community Bank by refusing to execute and/or unreasonably and improperly conditioning its execution of an Estoppel Certificate in the proper form prepared by said lender on or before September 21, 2010, the deadline to obtain financing;
- (c) Adjudging that the Plaintiff is not in default of the parties Ground Lease for failure to properly maintain the building that the windows are not being properly maintained and repaired; and
- (d) Enjoining Defendant, its agents, servants, employees, and attorneys, from pending a determination of this motion, from taking any steps to terminate Plaintiffs' Ground Lease by serving any notices under the Ground Lease, by commencing or prosecuting a summary proceeding seeking to evict Plaintiff from the Subject Building, or by any other means or fashion;
- (e) Granting Plaintiff, such other, further and different relief as is just, proper and equitable, ~~and it is further~~

*STAY*  


**ORDERED** that pending the hearing ~~and determination~~ of this motion, Defendant shall be:

- (a) Enjoined from moving for any default or taking any steps to terminate the Ground Lease by serving any notices under the Ground Lease, by commencing or prosecuting a summary proceeding seeking to evict Plaintiff from the Subject Property, or by any other means or fashion, including but not limited to serving a Notice of Default and/or Notice to Cure or any notices relating to any alleged claim of default for failing to replace the windows.

**ORDERED** that, sufficient cause appearing therefore, let <sup>PERSONAL</sup> service of a copy of this Order, and the papers upon which it is based, including the Summons and Complaint be served upon 100 Remsen Street, LLC, pursuant to CPLR §211 ~~a by overnight delivery service on or before August~~ <sup>September</sup> 3<sup>rd</sup> 2010 be deemed good and sufficient service thereof, ~~and it is further~~

~~ORDERED that responsive papers, if any, shall be served upon Plaintiff's attorneys,~~

~~Borah, Goldstein, Altschuler, Nahins & Goidel, P.C., Attention: Maric R. Kudon, Esq. 377~~

**BORAH,  
 GOLDSTEIN,  
 ALTSCHULER,  
 NAHINS &  
 GOIDEL, P.C.**  
 377 BROADWAY  
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*ENTER*  
