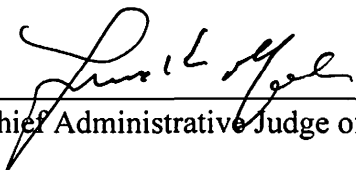


ADMINISTRATIVE ORDER OF THE
CHIEF ADMINISTRATIVE JUDGE OF THE COURTS

Pursuant to the authority vested in me, and as required by L. 2021, c. 73 (the COVID-19 Protect Our Small Businesses Act of 2021 [“Act”; Exh. 1]), I hereby direct that, effective March 9, 2021, the following procedures and restrictions shall apply to the conduct of commercial foreclosure matters before the New York State courts:

1. Stay of Pending Commercial Foreclosure Proceedings: Any action to foreclose a mortgage relating to commercial real property as defined in the Act (“Action”) pending on March 9, 2021, and any Action commenced on or before April 8, 2021, shall be stayed for at least 60 days (Act, Part B, Subpart A, §§1, 3).
2. Requirement of Additional Affidavits in Newly-Commenced Actions: No court shall accept for filing commencement papers in an Action unless those papers include affidavits as required by Part B, Subpart A, §6 of the Act.
3. Stay of Actions in Which the Mortgagor Provides a Hardship Declaration: In any Action in which a judgment of sale has not been issued and a commercial mortgagor as defined in the Act (“Mortgagor”) submits a hardship declaration as defined in the Act (“Hardship Declaration”) to the foreclosing party, the court, or an agent of the foreclosing party or the court, the Action shall be stayed until at least May 1, 2021 (Act, Part B, Subpart A, §§2, 7).
4. Stay of Actions in Which a Judgment of Sale Has Been Issued But Not Yet Executed: If a judgment of sale has been issued in any Action on or before March 9, 2021 but has not yet been executed, execution of the judgment shall be stayed until the court has held a status conference with the parties. If a Mortgagor submits a Hardship Declaration to the foreclosing party, an agent of the foreclosing party or the court prior to the execution of the judgment, the Action shall be stayed until at least May 1, 2021 (Act, Part B, Subpart A, §8).
5. Paragraphs 2, 3, and 4 of this order shall expire May 1, 2021.
6. All Actions shall be conducted as required by the further provisions of the Act.

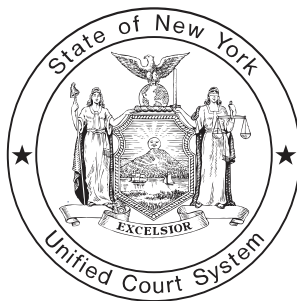


Chief Administrative Judge of the Courts

Dated: March 15, 2021

AO/95/21

EXHIBIT C



NOTICE TO COMMERCIAL MORTGAGOR:

If you have lost significant revenue or had significantly increased necessary costs during the COVID-19 pandemic, and you sign and deliver this hardship declaration form to your mortgage lender or other foreclosing party, you cannot be foreclosed on until at least May 1, 2021.

If your mortgage lender or other foreclosing party provided you with this form, the mortgage lender or other foreclosing party must also provide you with a mailing address and e-mail address to which you can return this form. If you are already in foreclosure proceedings, you may return this form to the court. You should keep a copy or picture of the signed form for your records. You will still owe any unpaid mortgage payments and lawful fees to your lender. You should also keep careful track of what you have paid and any amount you still owe.

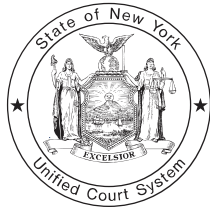
Index Number (if known/applicable): _____

County and Court (if known/applicable): _____

COMMERCIAL MORTGAGOR'S DECLARATION OF COVID-19-RELATED HARDSHIP

I am the owner, chief executive officer, president, or similar officer of (name of business),

which is the mortgagor of the property at (address of commercial unit).



My business owns, whether directly or indirectly, ten or fewer commercial units. My business is resident in New York State, independently owned and operated, not dominant in its field, and employs fifty or fewer persons. My business is experiencing financial hardship and is unable to pay the mortgage in full because of one or more of the following:

1. Significant loss of revenue during the COVID-19 pandemic.
2. Significant increase in necessary expenses related to providing personal protective equipment to employees or purchasing and installing other protective equipment to prevent the transmission of COVID-19 within the business.
3. Moving expenses and difficulty in securing an alternative commercial property make it a hardship for the business to relocate to another property during the COVID-19 pandemic.
4. One or more of the business's tenants has defaulted on a significant amount of their rent payments since March 1, 2020.

To the extent that the business has lost revenue or had increased expenses, any public assistance the business has received since the start of the COVID-19 pandemic does not fully make up for the business's loss of revenue or increased expenses.

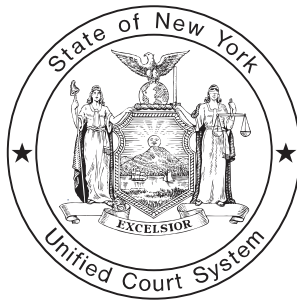
I understand that the business must comply with all other lawful terms under my commercial mortgage agreement. I further understand that lawful fees, penalties or interest for not having paid the mortgage in full as required by the commercial mortgage agreement may still be charged or collected and may result in a monetary judgment. I also understand that the mortgage lender or other foreclosing party may pursue a foreclosure action against the business on or after May 1, 2021, if I do not fully repay any missed or partial payments and lawful fees.

Signed: _____

Printed name: _____

Date signed: _____

NOTICE: You are signing and submitting this form under penalty of law. That means it is against the law to make a statement on this form that you know is false.



AVISO AL DEUDOR HIPOTECARIO COMERCIAL:

Si ha perdido ingresos significativos o han aumentado de manera significativa sus gastos necesarios durante la pandemia de COVID-19 y firma y entrega este formulario de declaración de adversidad a su acreedor hipotecario o a otra parte que haya iniciado una ejecución hipotecaria, a usted no se le someterá a una ejecución hipotecaria por lo menos hasta el 1 de mayo de 2021.

Si su acreedor hipotecario u otra parte que haya iniciado una ejecución hipotecaria le proporcionó este formulario, el acreedor hipotecario o la parte que inició una ejecución hipotecaria también debe proporcionarle una dirección postal y una dirección de correo electrónico a las que pueda enviar este formulario. Si ya se encuentra en medio de un procedimiento de ejecución hipotecaria, podrá entregar este formulario al tribunal. Debe conservar una copia o fotografía del formulario firmado para su archivo. Usted aún debe la hipoteca impaga y las cuotas legales a su acreedor. También debe mantener un registro detallado de lo que ha pagado y de los importes que aún debe..

Número de índice (si lo sabe/si corresponde): _____

Condado y tribunal (si lo sabe/si corresponde): _____

DECLARACIÓN DEL DEUDOR HIPOTECARIO DE PENURIA RELACIONADA CON COVID-19

Soy el(la) propietario(a), director(a) general, presidente o ejecutivo(a) similar de (nombre del negocio),

deudor hipotecario del inmueble situado en (dirección de la unidad comercial).

Mi negocio posee, de manera directa o indirecta, diez o menos unidades comerciales. Mi negocio es residente en el estado de Nueva York, de propiedad y operación independiente, no es dominante en su sector y emplea a cincuenta personas o menos. Mi negocio está sufriendo penuria financiera y no puede pagar la hipoteca en su totalidad por una o más de las siguientes causas

1. Pérdida significativa de ingresos durante la pandemia de COVID-19.
2. Aumento significativo de los gastos necesarios relacionados con el suministro de equipo de protección personal a los empleados o con la compra e instalación de otros equipos protectores para prevenir la transmisión de COVID-19 en el negocio.
3. Los gastos de mudanza y la dificultad de conseguir un inmueble comercial alternativo le dificultan excesivamente al negocio mudarse a otro inmueble durante la pandemia de COVID-19.
4. Uno o más de los inquilinos del negocio han incumplido con la entrega de una cantidad significativa de sus pagos de alquileres desde el 1 de marzo de 2020.

En la medida en que el negocio ha perdido ingresos o han aumentado sus gastos, la asistencia pública que el negocio ha recibido desde el inicio de la pandemia de COVID-19 no compensa por completo la pérdida de los ingresos o el aumento de los gastos del negocio.

Entiendo que el negocio debe cumplir con todos los demás términos legales de mi contrato hipotecario comercial. Además, entiendo que aún se pueden acumular o cobrar las cuotas legales, multas e intereses por no haber liquidado la hipoteca según lo establecido en mi contrato hipotecario comercial, y que pueden redundar en un fallo monetario. Además, entiendo que el acreedor hipotecario u otra parte que haya iniciado una ejecución hipotecaria pueden iniciar una demanda de ejecución hipotecaria en contra del negocio a partir del 1 de mayo de 2021, si no liquido en su totalidad todos los pagos omitidos o parciales y las cuotas legales.

Firma: _____

Nombre en letra de molde: _____

Fecha: _____

AVISO: Usted firma y envía este formulario bajo pena de ley. Esto significa que es ilegal hacer a sabiendas una declaración falsa en este formulario.