



April 17, 2026

Clerk of the Court  
Supreme Court of the United States  
1 First Street, N.E.  
Washington, D.C. 20543

Re: *Bruckauf et al. v. Aviles-Ramos et al.*  
Docket Nos. 25A1129 & 25A1143

Dear Honorable Clerk:

Applicants respectfully submit this brief letter to advise the Court of a material post-filing development bearing on the pending applications. We respectfully request that this be incorporated into and made a part of those applications.

Since filing the application and the Supplemental Letter dated April 14, 2026, Applicants have learned of a further significant deterioration in the circumstances underlying the request for temporary administrative relief, which have increased the urgency.

On the evening of April 15, 2026, Dr. Daniel Seebag, the Chief Operating Officer of iBRAIN, was compelled to send an email notification to all of the iBRAIN families with the subject line “School Closed Thursday, April 16, 2026.” As detailed in the accompanying Declaration of Zeal Patel, Dr. Seebag stated, in words, sum and substance, that “due to current staffing limitations, school will be closed tomorrow” that iBRAIN was “actively working to stabilize staffing and operations” and that iBRAIN would provide an update going forward as soon as possible. *See* Patel Declaration and Exhibit thereto.

This event did not occur in isolation. As previously reflected in the April 14, 2026 Declaration of Erin McGuinness Esq. (filed on April 14, 2026) and referenced in the Patel Declaration, iBRAIN’s in-house counsel had already informed Liberty & Freedom Legal Group Ltd. that DOE’s continued withholding of pendency funding, exacerbated by the absence of timely judicial intervention, had placed iBRAIN’s entire program in jeopardy of closure, that iBRAIN did not have sufficient funds on hand to cover the April 15, 2026 payroll for more than 200 staff members and that iBRAIN had received rent demands from two landlords based upon months of unpaid obligations.

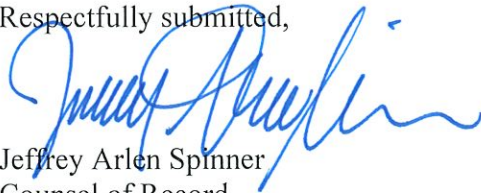
This development matters critically because it shows that the consequences of DOE’s continued nonpayment are no longer confined to the previously described downstream interruption in school access. School closure has now occurred and numerous severely handicapped children have been deprived of their education and ancillary services. The feared breakdown in pendency is no longer prospective but instead is a “real time” event with real world consequences for these

children. It is also consistent with the prior declaration of iBRAIN's Chief Operating Officer, who previously warned that DOE's funding delays were jeopardizing iBRAIN's ability to sustain operations, that DOE owed over \$14.9 million across matters, and that iBRAIN's monthly payroll exceeded \$1,000,000, exclusive of additional operational expenses such as rent. *See Bruckauf v. Aviles-Ramos*, No. 25-cv-05679 (KPF), ECF No. 31 ¶¶ 3, 10, 21, 23, 29 (S.D.N.Y. Oct. 10, 2025).

For transparency and convenience, Applicants enclose: (1) the Declaration of Erin McGuinness, Esq., dated April 14, 2026 with Exhibit; and (2) the Declaration of Zeal Patel dated April 16, 2026 with Exhibit.

Applicants submit this letter solely for the purpose of ensuring that the Circuit Justice has the most current factual record while the Rule 22 application remains pending.

Respectfully submitted,



Jeffrey Arlen Spinner  
Counsel of Record  
105 East 34th Street, No. 190  
New York, New York 10016  
Tel. (646) 850-5035  
[jeff@pabilaw.org](mailto:jeff@pabilaw.org)

cc: Counsel for Respondents

**UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT**

**Bruckauf, et al.,**  
Plaintiffs-Appellants,

v.

No. 25-2127

**Melissa Aviles-Ramos, et al.,**  
Defendants-Appellees.

**DECLARATION OF ZEAL PATEL**

I, Zeal Patel, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am Deputy Chief of Staff and a Law Clerk with Liberty & Freedom Legal Group Ltd., counsel for Plaintiffs-Appellants in the above-captioned matter.
2. I submit this Declaration in support of Plaintiffs-Appellants' request for prompt action by this Court in the fully briefed appeal.
3. Unless otherwise stated, I make this Declaration based on my personal knowledge, my involvement in this matter, and information communicated to me in the course of my work with counsel for Plaintiffs-Appellants.
4. On the evening of April 15, 2026, iBRAIN's Chief Operating Officer, Daniel Sebbag, sent an email to iBRAIN families with the subject line "School Closed Thursday, April 16, 2026." A true and correct copy of that email is attached hereto as Exhibit 1. In that email, Dr. Sebbag stated, in substance and in words to that effect, that "due to current staffing limitations, school will be closed tomorrow," that iBRAIN was "actively working to stabilize staffing and operations," and that iBRAIN would provide an update regarding Friday as soon as possible.
5. On April 14, 2026, Erin McGuinness, Esq., counsel for Plaintiffs-Appellants in this matter, executed a declaration in this case stating that she had spoken with iBRAIN's in-house counsel regarding iBRAIN's current financial condition and the effect of DOE's continued withholding of pendency funding.
6. As set forth in Ms. McGuinness's declaration, iBRAIN's in-house counsel informed her, in substance, that DOE's continued withholding of pendency funding, together with the absence of timely judicial intervention, had placed iBRAIN's entire program in jeopardy.
7. Ms. McGuinness further declared that iBRAIN's in-house counsel informed her, in substance, that iBRAIN did not have sufficient funds to cover the payroll due on April 15, 2026 for more than 200 staff members.
8. Ms. McGuinness also declared that iBRAIN's in-house counsel informed her, in substance, that iBRAIN had received rent demand letters from two landlords based on months of unpaid rent obligations.
9. I submit this Declaration to place before the Court the facts described above, including the April 15, 2026 email from iBRAIN's Chief Operating Officer to iBRAIN families and the facts previously set forth in the April 14, 2026 Declaration of Erin McGuinness, Esq.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 16, 2026  
New York, New York

/s/ Zeal Patel

**Zeal Patel**

Deputy Chief of Staff and Law Clerk  
Liberty & Freedom Legal Group Ltd.  
105 East 34th Street, Suite 190  
New York, New York 10016  
(646) 850-5035  
zeal@pabilaw.org

**From:** Daniel Sebbag <DSebbag@ibrainnyc.org>  
**Sent:** Wednesday, April 15, 2026 7:41 PM  
**To:** Daniel Sebbag  
**Subject:** School Closed Thursday, April 16, 2026

Dear Families,

I am writing to inform you that due to current staffing limitations, school will be closed tomorrow.

We are actively working to stabilize staffing and operations and will provide an update regarding Friday as soon as possible.

We understand the disruption this may cause and appreciate your patience as we work through this situation. Our priority remains the safety and well-being of our students, and we will continue to keep you informed.

If you have any immediate concerns, please reach out to your social worker directly.

Thank you for your understanding and partnership.

Sincerely,

Daniel



Daniel Sebbag, LCSW, PhD  
Chief Operating Officer

**International Institute for the Brain**  
**International Academy for the Brain**  
**International Center for the Brain**  
<https://ibrainnyc.org/>



**Main Office:** [+1 \(646\) 315-1548](tel:+16463151548)

**Cell Phone:** [+1 \(917\) 957-5268](tel:+19179575268)



[DSebbag@iBRAINnyc.org](mailto:DSebbag@iBRAINnyc.org)



[iBRAINnyc.org](http://iBRAINnyc.org) | [Download Brochure](#)



**Manhattan campus:** 403 East 91st Street, New York, NY 10128

**Manhattan office:** 1752 1<sup>st</sup> Ave (& 91st Street), New York, NY 10128

**Brooklyn campus:** 213 48th St. Brooklyn, NY 11220

**DC Campus:** 1720 I (Eye) St NW Washington, DC 20006 - 2nd floor

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**Aviso de confidencialidad**-- Este mensaje de correo electrónico, incluyendo todos los archivos adjuntos, es para el uso exclusivo de los destinatarios previstos y contiene información confidencial. Se prohíbe el uso o la divulgación no autorizados. Si usted no es el destinatario deseado, usted no puede utilizar, revelar, copiar o difundir esta información. Si usted no es el destinatario deseado, por favor

póngase en contacto con el remitente inmediatamente por correo electrónico de respuesta y destruir todas las copias del mensaje original, incluyendo los archivos adjuntos.

UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

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Bruckauf, et al.,

Plaintiffs-Appellants,

v.

No. 25-2127

Melissa Aviles-Ramos, et al.,

Defendants-Appellees.

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**DECLARATION OF ERIN McGUINNESS, ESQ.**

I, Erin McGuinness, Esq., declare under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am an attorney with Liberty & Freedom Legal Group Ltd., counsel for Plaintiffs-Appellants in the above-captioned matter.
2. I submit this Declaration in support of Plaintiffs-Appellants' request for prompt action by this Court in the fully briefed appeal.
3. Unless otherwise stated, I make this Declaration based on my personal knowledge, my involvement in this matter, and information communicated to me in the course of my representation of Plaintiffs-Appellants.
4. On April 14, 2026, I spoke with in-house counsel for iBRAIN regarding iBRAIN's current financial condition and the effect of DOE's continued withholding of pendency funding.
5. During that conversation, iBRAIN's in-house counsel informed me, in substance, that DOE's continued withholding of pendency funding, together with the absence of timely judicial intervention, has now placed iBRAIN's entire program in jeopardy.
6. In-house counsel further informed me, in substance, that iBRAIN presently does not have sufficient funds to cover the payroll due on April 15, 2026, for more than 200 staff members.
7. In that same conversation, in-house counsel further informed me that iBRAIN has received rent demand letters from two landlords based on months of unpaid rent obligations.
8. Attached hereto as **Exhibit 1** is a true and correct copy of the combined rent demand letters that I received following that communication.
9. The information communicated to me on April 14, 2026 is consistent with the operational and financial concerns previously placed before the district court through the declaration of Daniel Sebbag, iBRAIN's Chief Operating Officer. *See Bruckauf v. Aviles-Ramos*, No. 25-cv-05679 (KPF), ECF No. 31 ¶¶ 3–4 (S.D.N.Y. Oct. 10, 2025) (stating that DOE's delays were jeopardizing iBRAIN's ability to sustain operations, provide critical services, and fulfill its mission, and that DOE's failure to maintain students' pendency placements had resulted in substantial unpaid balances).

10. Dr. Sebbag also previously stated under oath that, as of October 10, 2025, “the total amount currently owed for all of the above referenced matters, including the instant matter, is over \$14.9 million in funding for these iBRAIN students,” and that those withheld amounts included “essential payments for tuition, transportation, and nursing services—funds critical to ensuring that iBRAIN and the other related service providers can continue providing mandated services to its students.” *Id.* ¶ 10.
11. Dr. Sebbag further stated that the continued nonpayment by DOE had already placed iBRAIN “in a dire financial position.” *Id.* ¶ 21.
12. He also stated that, as of that time, iBRAIN’s “monthly payroll exceeds \$1,000,000, which does not account for additional operational expenses, such as rent, health insurance and other programmatic expenses,” and warned that without immediate relief iBRAIN would be unable to meet payroll obligations and that the situation threatened “the continuity of education and care” for the students and placed “the entire program at risk of collapse.” *Id.* ¶ 23.
13. Dr. Sebbag further stated that failure to pay staff and cover operational costs would force iBRAIN to “reduce or suspend services,” which would leave medically fragile students without the care and education to which they are legally entitled. *Id.* ¶ 24.
14. He also stated that the students served by iBRAIN are among the most vulnerable and require intensive, specialized support to meet their educational and medical needs. *Id.* ¶ 25.
15. Dr. Sebbag further explained that DOE’s delays in funding have a cascading effect, impairing iBRAIN’s financial stability and jeopardizing students’ access to essential services such as transportation, nursing care, and therapy. *Id.* ¶ 26.
16. Finally, Dr. Sebbag warned that without the release of outstanding funds, iBRAIN could be forced into a financial crisis that could result in closure of the program and displacement of more than 50 vulnerable students. *Id.* ¶ 29.
17. Based on my conversation on April 14, 2026 with iBRAIN’s in-house counsel, I understand that the financial crisis previously described by Dr. Sebbag has materially worsened and now threatens iBRAIN’s immediate ability to continue operating its program, including meeting payroll and rent obligations.
18. I submit this Declaration to advise the Court that the consequences of continued delay are no longer limited to the previously identified six-student nursing interruption, but now threaten the viability of iBRAIN’s broader program itself.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 14, 2026  
New York, New York

/s/ Erin McGuinness  
**Erin McGuinness, Esq.**

# EXHIBIT 1

INTERNATIONAL INSTITUTE FOR THE BRAIN, LTD  
403 East 91st Street  
3rd and 4th Floors  
New York, New York 10128

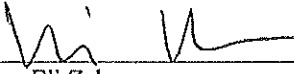
**NOTICE TO PAY RENT OR VACATE**

PLEASE TAKE NOTICE that you are indebted to **BAKE 403 LLC** in the amount of Four hundred and ninety-six thousand, one and 41/100 Dollars (\$496,001.41) (the "Amount Due") for past due rent and past due additional rent for the premises leased by you on the third and fourth floors of 403 East 91st Street, New York, New York, calculated as set forth on **Schedule A** attached hereto which is incorporated herein by reference.

You are required to pay **BAKE 403 LLC** the Amount Due within fourteen (14) days of service of this notice on you or surrender possession of the premises to **BAKE 403 LLC**. If you fail to comply, **BAKE 403 LLC** may commence a summary eviction proceeding against you to recover possession of the leased premises.

Dated: April 8, 2026  
New York, New York

**BAKE 403 LLC**, a New York  
Limited Liability Company

By:   
Name: Eli Zabar  
Title: Manager

SCHEDULE A  
IBRAIN BALANCE AS OF 04.01.2026

	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	TOTAL
RENT		58,278.77	58,278.77	58,278.77	58,278.77	58,278.77	58,278.77	58,278.77	407,951.39
LATE FEE 10/11/2025	618.94	2,913.94							3,532.88
LATE FEE 11/11/2025	2,913.94	2,913.94	2,913.94						8,741.82
LATE FEE 12/11/2025		2,913.94	2,913.94	2,913.94					8,741.82
LATE FEE 1/11/2026		2,913.94	2,913.94	2,913.94	2,913.94				11,655.76
LATE FEE 2/11/2026		2,913.94	2,913.94	2,913.94	2,913.94	2,913.94			14,569.70
LATE FEE 03/11/2026		2,913.94	2,913.94	2,913.94	2,913.94	2,913.94	2,913.94		17,483.64
									0.00
TOTAL RENT+FEE	3,532.88	75,762.41	72,848.47	69,934.53	67,020.59	64,106.65	61,192.71	58,278.77	472,677.01
									0.00
CAM CHARGES			2,255.82		2,289.98				4,545.80
LATE FEE 11/11/2025			112.79						112.79
LATE FEE 12/11/2025			112.79						112.79
LATE FEE 1/11/2026			112.79						112.79
LATE FEE 2/11/2026			112.79		114.49				227.28
LATE FEE 03/11/2026			112.79		114.49				227.28
									0.00
TOTAL CAM CHARGES+FEE	0.00	0.00	2,819.77	0.00	2,518.96	0.00	0.00	0.00	5,338.73
									0.00
RE TAX 2025/2026					15,639.70				15,639.70
LATE FEE 1/11/2026					781.99				781.99
LATE FEE 2/11/2026					781.99				781.99
LATE FEE 03/11/2026					781.99				781.99
									0.00
TOTAL RE TAX 2025/2026+FEE	0.00	0.00	0.00	0.00	17,985.67	0.00	0.00	0.00	17,985.67

TOTAL RENT BALANCE	407,951.39
TOTAL CAM CHARGES	4,545.80
TOTAL RE TAX 2025/2026	15,639.70
TOTAL LATE FEE	67,864.52
<u>GRAND TOTAL</u>	<u>496,001.41</u>

14-DAY COMMERCIAL RENT DEMAND

TO: INTERNATIONAL INSTITUTE FOR THE BRAIN, LTD.

RE: 1752 FIRST AVENUE

RETAIL STORE  
AND BASEMENT THEREUNDER  
NEW YORK, NEW YORK 10128  
("Premises")

LEASE DATED SEPTEMBER 15, 2022 BETWEEN EL-  
KAM REALTY CO. ("LANDLORD") AND  
INTERNATIONAL INSTITUTE FOR THE BRAIN, LTD  
("TENANT")

PLEASE TAKE NOTICE that you are justly indebted to the undersigned landlord in the sum of \$109,749.17 in rent and additional rent (not including late fees, attorneys' fees, and interest), for the above noted Premises, as set forth below, which you are required to pay, on or before APRIL 10, 2026, that being not less than fourteen (14) days from the service of this notice upon you or you must surrender possession of the above referenced Premises to the landlord. If you fail to make complete payment of the rent or surrender possession of the Premises within said time period, the landlord will commence summary proceedings or an appropriate action to recover possession of the above referenced Premises.

Charges as per the attached ledgers of Tenant's account incorporated herein and annexed hereto as Exhibit A

Dated: March 23, 2026  
New York, New York

EL-KAM REALTY CO.  
(Landlord)

By: Ryan Kramer  
Name: Ryan Kramer  
Title: Managing Agent

Adam Leitman Bailey, P.C.  
By: Vladimir Mironenko, Esq.  
*Attorneys for the Landlord*  
One Battery Park Plaza, 18<sup>th</sup> Floor  
New York, New York 10004  
(212) 825-0365  
vmironenko@alblawfirm.com

Glenn D. Wright, Esq.  
The Wright Law Firm, P.C.  
60 East 42<sup>nd</sup> Street, Suite 46  
New York, NY 10165

*Certified Mail, Return Receipt Requested*

Additional Mailing:

EXHIBIT A

Lease Ledger

Date: 03/23/2026  
 Property: 072c  
 Tenant: 40026392 INTL INST. FOR THE BRAIN LTD.  
 From Date: 09/15/2022 To Date: 09/14/2032  
 Move In Date: 09/15/2022  
 Unit(S): ST

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Held
01/02/2024	Balance Forward		60,416.74	0.00	60,416.74	C-105538	No
01/24/2024	Chk# 184104895 ClickPay - ACH - A2401241706_CN1GUG		0.00	27,000.00	33,416.74	R-64688	
01/24/2024	Chk# 184105024 ClickPay - ACH - A2401241706_RV8HU5		0.00	6,416.74	27,000.00	R-64689	
01/25/2024	Chk# 184135489 ClickPay - ACH - A2401250958_MP8AR3		0.00	27,000.00	0.00	R-65074	
02/01/2024	Retail Rent (02/2024)	ST	27,000.00	0.00	27,000.00	C-131080	No
03/01/2024	Retail Rent (03/2024)	ST	28,000.00	0.00	55,000.00	C-153998	No
04/01/2024	Retail Rent (04/2024)	ST	28,000.00	0.00	83,000.00	C-196276	No
05/01/2024	Retail Rent (05/2024)	ST	28,000.00	0.00	111,000.00	C-242819	No
05/06/2024	Chk# 195550090 ClickPay - ACH - A2405031847_OC4ME2		0.00	27,000.00	84,000.00	R-184830	
05/16/2024	Chk# 196518455 ClickPay - ACH - A2405150959_FG9FD5		0.00	28,000.00	56,000.00	R-192383	
06/01/2024	Retail Rent (06/2024)	ST	28,000.00	0.00	84,000.00	C-260810	No
07/01/2024	RE Tax Escalation 7/1/24-12/31/24		6,511.13	0.00	90,511.13	C-303473	No
07/01/2024	Retail Rent (07/2024)	ST	28,000.00	0.00	118,511.13	C-303697	No
08/01/2024	Retail Rent (08/2024)	ST	28,000.00	0.00	146,511.13	C-348343	No
09/01/2024	Retail Rent (09/2024)	ST	28,000.00	0.00	174,511.13	C-395646	No
10/01/2024	Retail Rent (10/2024)	ST	28,000.00	0.00	202,511.13	C-443194	No
10/04/2024	Chk# 211251789 ClickPay - ACH - A2410031110_CX4KQ2		0.00	28,000.00	174,511.13	R-353398	
10/16/2024	Chk# 212291212 ClickPay - ACH - A2410151309_AQ9XA5		0.00	28,000.00	146,511.13	R-359981	
11/01/2024	Retail Rent (11/2024)	ST	28,000.00	0.00	174,511.13	C-502758	No
11/04/2024	Chk# 213875756 ClickPay - ACH - A2411011108_BY6HX8		0.00	28,000.00	146,511.13	R-371248	
11/18/2024	Chk# 215434951 ClickPay - ACH - A2411151811_JW3ZP8 NSF Fed by ctrl# 403441 ClickPay - ACH - A2411151811_JW3ZP8		0.00	28,000.00	118,511.13	R-400678	
11/21/2024	Returned check charge		75.00	0.00	118,586.13	C-601639	No
11/21/2024	Chk# 215434951 NSF receipt Ch# 400678 ClickPay - ACH - A2411151811_JW3ZP8		0.00	(28,000.00)	146,586.13	R-403441	
12/01/2024	Retail Rent (12/2024)	ST	28,000.00	0.00	174,586.13	C-566767	No
12/03/2024	Chk# 216892239 ClickPay - ACH - A2412020319_XV6IH3		0.00	28,000.00	146,586.13	R-427247	
12/03/2024	Chk# 217111648 ClickPay - ACH - A2412021703_YX5VO1		0.00	28,075.00	118,511.13	R-427248	

**Lease Ledger**

Date: 03/23/2026

Property: 072c

Tenant: 10026392 INTL. INST. FOR THE BRAIN LTD.

From Date: 09/15/2022 To Date: 09/14/2032

Move In Date: 09/15/2022

Unit(S): ST

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
12/17/2024	Chk# 218468465 ClickPay - ACH - A2412152125_ZT2WK9		0.00	28,000.00	90,511.13	R-440388	
01/01/2025	Retail Rent (01/2025)	ST	28,000.00	0.00	118,511.13	C-824423	No
01/03/2025	Chk# 220211102 ClickPay - ACH - A2501012155_YU2TP1		0.00	28,000.00	90,511.13	R-473512	
01/15/2025	Chk# 222000138 ClickPay - ACH - A2501141805_QW0HV3		0.00	50,000.00	40,511.13	R-483410	
01/16/2025	Chk# 222065895 ClickPay - ACH - A2501151024_FD6PF7		0.00	40,511.13	0.00	R-483915	
02/01/2025	Retail Rent (02/2025)	ST	28,000.00	0.00	28,000.00	C-690681	No
02/03/2025	Chk# 223840105 ClickPay - ACH - A2502011527_GF4DK9		0.00	28,000.00	0.00	R-511001	
02/05/2025	Water 01.17.2024 - 04.22.2024		802.47	0.00	802.47	C-744602	No
02/05/2025	Water 4.22.2024 - 8.2.2024		1,123.03	0.00	1,925.50	C-744603	No
02/05/2025	Water 8.2.2024 - 10.15.2024		340.47	0.00	2,265.97	C-744604	No
02/05/2025	Water 10.15.2024 - 1.8.2025		554.84	0.00	2,820.81	C-744605	No
03/01/2025	Retail Rent (03/2025)	ST	30,000.00	0.00	32,820.81	C-758360	No
03/17/2025	Chk# 228549780 ClickPay - ACH - A2503141811_SP1NO2		0.00	32,820.81	0.00	R-579564	
03/20/2025	2nd Half RET 2024 - 2025		6,476.87	0.00	6,476.87	C-827652	No
04/01/2025	Retail Rent (04/2025)	ST	30,000.00	0.00	36,476.87	C-827665	No
04/09/2025	Chk# 231577644 ClickPay - ACH - A2504081909_EN3CF3		0.00	36,476.87	0.00	R-624106	
05/01/2025	Retail Rent (05/2025)	ST	30,000.00	0.00	30,000.00	C-899802	No
06/01/2025	Retail Rent (06/2025)	ST	30,000.00	0.00	60,000.00	C-976610	No
07/01/2025	Retail Rent (07/2025)	ST	30,000.00	0.00	90,000.00	C-1055750	No
07/08/2025	Late Fee for May 2025		1,800.00	0.00	91,800.00	C-1124698	No
07/08/2025	Late Fee for June 2025		3,708.00	0.00	95,508.00	C-1124699	No
07/08/2025	Late Fee for July 2025		5,730.48	0.00	101,238.48	C-1124700	No
07/18/2025	Chk# 241611214 ClickPay - ACH - A2507171409_MT2FZ0		0.00	35,730.48	65,508.00	R-784108	
07/24/2025	Water 4.7.2025 - 7.18.2025		431.50	0.00	65,939.50	C-1196623	No
08/01/2025	Retail Rent (08/2025)	ST	30,000.00	0.00	95,939.50	C-1139971	No
08/01/2025	Chk# 242361284 ClickPay - ACH - A2507311716_PV0CH5		0.00	36,508.00	60,431.50	R-814956	
09/01/2025	Retail Rent (09/2025)	ST	30,000.00	0.00	90,431.50	C-1227979	No
09/16/2025	Late Fee for September 2025		5,424.81	0.00	95,856.31	C-1318257	No
09/19/2025	Chk# 247800217 ClickPay - ACH - A2509181518_HX7CU5		0.00	30,000.00	65,856.31	R-900789	

**Lease Ledger**

Date: 03/23/2026

Property: 072c

Tenant: 10026392 INTL. INST. FOR THE BRAIN LTD.

From Date: 09/15/2022 To Date: 09/14/2032

Move In Date: 09/15/2022

Unit(S): ST

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec	Hold
10/01/2025	Retail Rent (10/2025)	ST	30,000.00	0.00	85,858.31	C-1393298	No
10/01/2025	RET Estimate 25/26 (07.2025 - 10.2025)		5,505.60	0.00	101,361.91	C-1392442	No
10/28/2025	Chk# 251358773 ClickPay - ACH - A2510271429_AA2PK8		0.00	50,000.00	51,361.91	R-978473	
10/28/2025	Chk# 251358798 ClickPay - ACH - A2510271429_S10DY2		0.00	10,000.00	41,361.91	R-978474	
11/01/2025	Retail Rent (11/2025)	ST	30,000.00	0.00	71,361.91	C-1414410	No
11/01/2025	Real Estate Tax Estimate (11/2025)	ST	1,376.40	0.00	72,738.31	C-1414411	No
11/17/2025	Water Charge 1.8.2025 - 4.7.2025		390.91	0.00	73,129.22	C-1497921	No
12/01/2025	Retail Rent (12/2025)	ST	30,000.00	0.00	103,129.22	C-1504541	No
12/01/2025	Real Estate Tax Estimate (12/2025)	ST	1,376.40	0.00	104,505.62	C-1504542	No
12/04/2025	Chk# 255954019 ClickPay - ACH - A2512031418_ST90B3		0.00	31,376.40	73,129.22	R-1059703	
01/01/2026	Retail Rent (01/2026)	ST	30,000.00	0.00	103,129.22	C-1644901	No
01/01/2026	Real Estate Tax Estimate (01/2026)	ST	1,376.40	0.00	104,505.62	C-1644902	No
01/26/2026	Chk# 260814049 ClickPay - ACH - A2601231549_OL4OX6		0.00	50,000.00	54,505.62	R-1145413	
01/26/2026	Chk# 260814069 ClickPay - ACH - A2601231550_OE1IV6		0.00	12,750.80	41,754.82	R-1145414	
02/01/2026	Retail Rent (02/2026)	ST	30,000.00	0.00	71,754.82	C-1735474	No
02/01/2026	Real Estate Tax Estimate (02/2026)	ST	1,163.89	0.00	72,918.71	C-1735475	No
02/16/2026	Water Charges 10.22.2025-02.06.2026		666.57	0.00	73,585.28	C-1772612	No
03/01/2026	Retail Rent (03/2026)	ST	35,000.00	0.00	108,585.28	C-1837483	No
03/01/2026	Real Estate Tax Estimate (03/2026)	ST	1,163.89	0.00	109,749.17	C-1837484	No

Name: HECTOR FIGUEROA

License #: 2133798-DCWP

Expiration Date: Feb 28, 2028



**NYC** Consumer and  
Worker Protection