



Department of
Environmental
Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

☒ Amendment to modify the existing BCA: [check one or more boxes below]

- ☐ Add applicant(s)
- ☒ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in Name of applicant(s)

☒ Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? ☒ Yes ☐ No

1b. ☒ Change in ownership ☐ Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

☒ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

☐ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

☐ Other (explain in detail below)

2. Required: Please provide a brief narrative on the nature of the amendment:

The site Lots part of the existing agreement (68, 70, 73, 74, and 77) have been merged into one lot, Lot 68. No new Lots have been added or subtracted. With the merger of the Lots, a new LLC has been formed for the single Lot and the deeds have been transferred to the new LLC.

Please refer to the attached instructions for guidance on filling out this application

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves more than an insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I. Current Agreement Information		
BCP SITE NAME: Atlantic Brooklyn Project		BCP SITE NUMBER: C224305
NAME OF CURRENT APPLICANT(S): 1045 Atlantic, LLC, 1053 Atlantic, LLC, 1063 Atlantic, LLC		
INDEX NUMBER OF AGREEMENT: C224305-06-20 DATE OF ORIGINAL AGREEMENT: 07/08/2020		
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME Atlantic Brooklyn, LLC		
ADDRESS 26 Harbor Park Drive		
CITY/TOWN Port Washington		ZIP CODE 11050
PHONE 516-207-7400	FAX 516-207-7401	E-MAIL LBRODSKY@BEBCAPITAL.COM
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Lee Brodsky		
ADDRESS 26 Harbor Park Drive		
CITY/TOWN Port Washington		ZIP CODE 11050
PHONE 516-207-7400	FAX 516-207-7401	E-MAIL LBRODSKY@BEBCAPITAL.COM
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) P.W. Grosser Consulting, Inc.		
ADDRESS 630 Johnson Avenue, Suite 7		
CITY/TOWN Bohemia		ZIP CODE 11716
PHONE 631-589-6353	FAX 631-589-8705	E-MAIL JENNIFERL@PWGROSSER.COM
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Sive Paget & Riesel P.C.		
ADDRESS 560 Lexington Ave, 15th Floor		
CITY/TOWN New York		ZIP CODE 10022
PHONE 917-295-6449	FAX 212-421-1891	E-MAIL DYUDELSON@SPRLAW.COM
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>Atlantic Brooklyn, LLC was the managing member of 1045 Atlantic, LLC, 1053 Atlantic, LLC, and 1063 Atlantic, LLC (See Previous Org Chart). Requestor contact information remains the same.</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☒ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) Atlantic Brooklyn, LLC

ADDRESS 26 Harbor Park Drive

CITY/TOWN Port Washington

ZIP CODE 11050

PHONE 516-207-7400

FAX 516-207-7401

E-MAIL LBRODSKY@BEBCAPITAL.COM

OPERATOR'S NAME (if different from requestor or owner) Atlantic Brooklyn, LLC

ADDRESS 26 Harbor Park Drive

CITY/TOWN Port Washington

ZIP CODE 11050

PHONE 516-207-7400

FAX 516-207-7401

E-MAIL LBRODSKY@BEBCAPITAL.COM

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☒ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☒ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☒ No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☒ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☒ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☒ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☒ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☒ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☒ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☒ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☒ No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? ☐ Yes ☐ No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

1. Property information on current agreement:

ADDRESS 1045-1065 Atlantic Ave

CITY/TOWN Brooklyn

ZIP CODE 11238

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 1.07

Parcel Address	Section No.	Block No.	Lot No.	Acreage
1045 Atlantic Ave, Brooklyn, NY	3	2020	77	0.629
1065 Atlantic Ave, Brooklyn, NY	3	2020	70	0.157
See attachment for additional lots				

2. Check appropriate boxes below:

☐

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Added by Parcel

Total acreage to be added: _____

☐

Reduction of property

2b. PARCELS REMOVED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Removed by Parcel

Total acreage to be removed: _____

☒

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
1065 Atlantic Ave, Brooklyn, NY	3	2020	68	1.07

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

3. TOTAL REVISED SITE ACREAGE: 1.07

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	

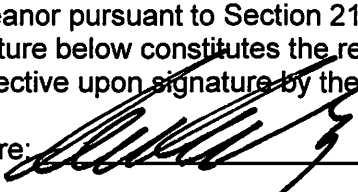
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Atlantic Brooklyn Project	BCP SITE NUMBER: C224305
NAME OF CURRENT APPLICANT(S): 1045 Atlantic, LLC, 1053 Atlantic, LLC, 1063 Atlantic, LLC	
INDEX NUMBER OF AGREEMENT: C224305-06-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 07/08/2020	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual)
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: _____ Signature: _____
Print Name: _____
(Entity)
I hereby affirm that I am (title <u>Manager</u>) of (entity <u>Atlantic Brooklyn, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.
My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: <u>3/9/2022</u> Signature: 
Print Name: <u>Bert E. Brodsky</u>

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Manager (title) of 1053 Atlantic, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/10/2022 Signature: 

Print Name: Lee J Brodsky

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 07/08/2020

Signature by the Department:

DATED: 6/1/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

Site Code: C224305

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Manager (title) of 1045 Atlantic, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/10/2022 Signature: _____

Print Name: Lee J Brodsky

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 07/08/2020

Signature by the Department:

DATED: 6/1/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Manager (title) of 1063 Atlantic, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/10/2022 Signature: 

Print Name: Lee J Brodsky

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☒ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 07/08/2020

Signature by the Department:

DATED: 6/1/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: *Susan Edwards*

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** Region 2

PROJECT MANAGER: Bryan Wong



ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

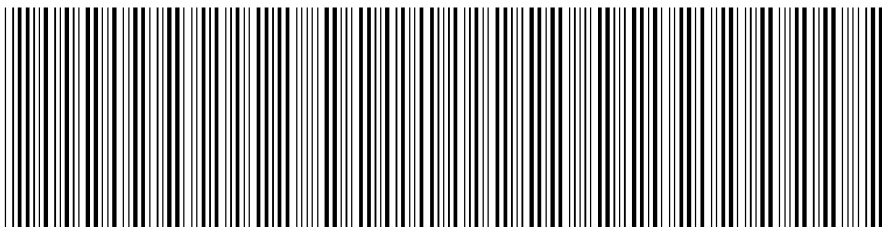
Site Code: C224305

Part 1

RECORDED DEED

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2021120300962003001ECFF3

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2021120300962003

Document Date: 11-24-2021

Preparation Date: 12-03-2021

Document Type: DEED

Document Page Count: 3

PRESENTER:

METROPOLITAN ABSTRACT CORP
AS AGENT FOR FIDELITY (K352620)
ONE OLD COUNTRY RD, SUITE 140
CARLE PLACE, NY 11514
516-741-5474
AMIRANDA@METROPOLITANABSTRACT.COM

RETURN TO:

JOI ABERLE, ESQ.
ATLANTIC BROOKLYN, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2020	77	Entire Lot	1041 ATLANTIC AVENUE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

1045 ATLANTIC, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

GRANTEE/BUYER:

ATLANTIC BROOKLYN, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 12-13-2021 14:27

City Register File No.(CRFN):

2021000488509



Annette McMill

City Register Official Signature

K352670

THIS INDENTURE, made as of the 24 day of November, 2021

BETWEEN

1045 Atlantic, LLC, a New York limited liability company
with an address at 26 Harbor Park Drive, Port Washington, New York 11050

party of the first part, and

Atlantic Brooklyn, LLC, a New York limited liability company
with an address at 26 Harbor Park Drive, Port Washington, New York 11050

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and No/100 (\$10.00) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

2020
77

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

Being the same premises described in the deed to the party of the first part herein by deed dated November 7th, 2019 and recorded on December 4, 2019 in the office of the City Register of the City of New York in the County of Kings in CRFN 2019000395285.

Said premises being known by address 1041-1051 Atlantic Avenue, Brooklyn, New York (Block 2020 Lot 77).

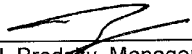
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

1045 Atlantic, LLC
By: Atlantic Brooklyn, LLC, its sole member
By: Atlantic Brooklyn Management, LLC, its Managing Member
By: BSI, LLC, Member

By: 
Lee J. Brodsky, Manager

Fidelity Title Insurance Company

Title Number: **K352620**

Page 1

SCHEDULE A DESCRIPTION

PARCEL 1 – LOT 77:

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

BEGINNING at a point on the northerly side of Atlantic Avenue which point is distant 373.16 feet westerly from the corner formed by the intersection of the westerly side of Franklin Avenue with the northerly side of Atlantic Avenue;

RUNNING THENCE northerly at right angles with the north side of Atlantic Avenue, 80 feet;

RUNNING THENCE easterly at right angles with the last mentioned line, 40 feet 6 inches;

RUNNING THENCE southeasterly and forming an exterior angle of 109 degrees 48 minutes 00 seconds with the last mentioned line, 5 feet 6 inches;

RUNNING THENCE northeasterly at right angles with the last mentioned line, 127 feet 5 ½ inches;

RUNNING THENCE westerly on a line forming an interior angle of 19 degrees 48 minutes 00 seconds with the last mentioned line, 170 feet 4 inches;

RUNNING THENCE northerly at right angles with the north side of Atlantic Avenue, 20 feet;

RUNNING THENCE westerly parallel with the north side of Atlantic Avenue, 180 feet;

RUNNING THENCE southerly at right angles with the last mentioned line, 20 feet;

RUNNING THENCE easterly at right angles with the last mentioned line, 7 feet 8 inches;

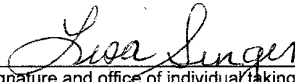
RUNNING THENCE southerly at right angles with the last mentioned line, 118 feet to the northerly side of Atlantic Avenue;

RUNNING THENCE along the northerly side of Atlantic Avenue, 180 feet 4-1/2 inches to the point or place of BEGINNING.

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Nassau, ss:

On the 16th day of November in the year 2021 before me, the undersigned, personally appeared **Lee J. Brodsky**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(signature and office of individual taking acknowledgment)

LISA SINGER
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 01SI6114463
COMM. EXP. 8-16-2024

State of New York, County of

ss:

On the day of in the year before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

**1045 Atlantic Avenue, LLC
TO
Atlantic Brooklyn, LLC**

SECTION
BLOCK 2020
LOT 77
COUNTY OR TOWN Kings
STREET ADDRESS 1041-1051 Atlantic Avenue
 Brooklyn, New York

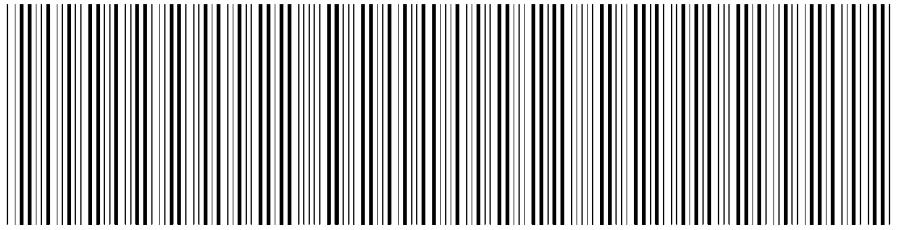
Recorded at Request of
Metropolitan Abstract Corp.


METROPOLITAN ABSTRACT
CORPORATION
One Old Country Rd., Suite 140
Carle Place, New York 11514

RETURN BY MAIL TO:

Joi Aberle, Esq.
Atlantic Brooklyn LLC
26 Harbor Park Drive
Port Washington, New York 11050

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2021120300962003001S0172

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2021120300962003
Document Type: DEED

Document Date: 11-24-2021

Preparation Date: 12-03-2021

ASSOCIATED TAX FORM ID: 2021111100040

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1
1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 2020 LOT: 77
- (2) Property Address: 1041 ATLANTIC AVENUE, BROOKLYN, NY 11238
- (3) Owner's Name: ATLANTIC BROOKLYN, LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: [Signature] Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: Lee J Brodsky

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book C4. Page

OR

C5. CRFN



STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

1. Property Location	1041	ATLANTIC AVENUE	BROOKLYN	11238
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

2. Buyer Name	ATLANTIC BROOKLYN, LLC	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

3. Tax Billing Address

Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

4A. Planning Board Approval - N/A for NYC
4B. Agricultural District Notice - N/A for NYC

5. Deed
Property
Size

FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium

7. New Construction on Vacant Land

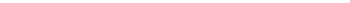
8. Seller Name 1045 ATLANTIC, LLC

LAST NAME / COMPANY	FIRST NAME

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

10. Sale Contract Date 11 / 24 / 2021
Month Day Year

11. Date of Sale / Transfer 11 / 24 / 2021
Month / Day / Year

12. Full Sale Price \$ 

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

A	<input type="checkbox"/>	Sale Between Relatives or Former Relatives
B	<input checked="" type="checkbox"/>	Sale Between Related Companies or Partners in Business
C	<input checked="" type="checkbox"/>	One of the Buyers is also a Seller
D	<input type="checkbox"/>	Buyer or Seller is Government Agency or Lending Institution
E	<input type="checkbox"/>	Deed Type not Warranty or Bargain and Sale (Specify Below)
F	<input type="checkbox"/>	Sale of Fractional or Less than Fee Interest (Specify Below)
G	<input type="checkbox"/>	Significant Change in Property Between Taxable Status and Sale Dates
H	<input type="checkbox"/>	Sale of Business is Included in Sale Price
I	<input type="checkbox"/>	Other Unusual Factors Affecting Sale Price (Specify Below)
J	<input type="checkbox"/>	None

15. Building Class F, 4



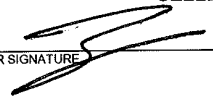
16. Total Assessed Value (of all parcels in transfer) 638,550

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2020 77

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER  <small>BUYER SIGNATURE</small> 26 HARBOR PARK DRIVE		11/24/21 <small>DATE</small>	BUYER'S ATTORNEY  <small>LAST NAME</small>		Jon <small>FIRST NAME</small>
STREET NUMBER PORT WASHINGTON		STREET NAME (AFTER SALE)		Area Code 516	TELEPHONE NUMBER 207-7412
CITY OR TOWN PORT WASHINGTON		STATE NY	ZIP CODE 11050	SELLER  <small>SELLER SIGNATURE</small>	
				11/24/21 <small>DATE</small>	

2021111100040201

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of Nassau } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

1041 ATLANTIC AVENUE

Street Address Unit/Apt.

BROOKLYN

Borough

New York,

2020

Block

77

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Lee J. Brodsky, Manager
Name of Grantor (Type or Print)

X [Signature]
Signature of Grantor

Sworn to before me

this 16th day of November 2021

Lee J. Brodsky, Manager
Name of Grantee (Type or Print)

X [Signature]
Signature of Grantee

Sworn to before me

this 16th day of November 2021

LISA SINGER
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 01SI6114463
COMM. EXP. 8-16-2024

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

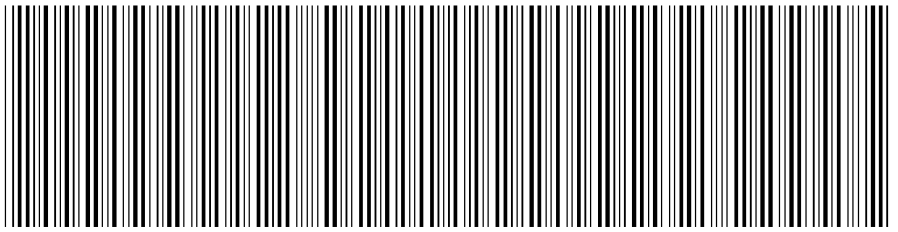
LISA SINGER
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 01SI6114463
COMM. EXP. 8-16-2024

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2021111100040101

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2021120300962002001E0FCE

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2021120300962002

Document Date: 11-24-2021

Preparation Date: 12-03-2021

Document Type: DEED

Document Page Count: 4

PRESENTER:

METROPOLITAN ABSTRACT CORP
AS AGENT FOR FIDELITY (K352620)
ONE OLD COUNTRY RD, SUITE 140
CARLE PLACE, NY 11514
516-741-5474
AMIRANDA@METROPOLITANABSTRACT.COM

RETURN TO:

JOI ABERLE, ESQ.
ATLANTIC BROOKLYN, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2020	74	Entire Lot	1053 ATLANTIC AVENUE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BROOKLYN	2020	73	Entire Lot	1059 ATLANTIC AVENUE

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

1053 ATLANTIC, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

GRANTEE/BUYER:

ATLANTIC BROOKLYN, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
------------------	----	------

Taxable Mortgage Amount:	\$	0.00
--------------------------	----	------

Exemption:

TAXES: County (Basic):	\$	0.00
------------------------	----	------

City (Additional):	\$	0.00
--------------------	----	------

Spec (Additional):	\$	0.00
--------------------	----	------

TASF:	\$	0.00
-------	----	------

MTA:	\$	0.00
------	----	------

NYCTA:	\$	0.00
--------	----	------

Additional MRT:	\$	0.00
-----------------	----	------

TOTAL:	\$	0.00
---------------	----	------

Recording Fee:	\$	63.00
----------------	----	-------

Affidavit Fee:	\$	0.00
----------------	----	------

Filing Fee:

\$	250.00
----	--------

NYC Real Property Transfer Tax:

\$	0.00
----	------

NYS Real Estate Transfer Tax:

\$	0.00
----	------

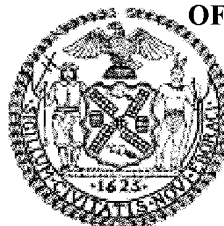
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 12-13-2021 14:27

City Register File No.(CRFN):

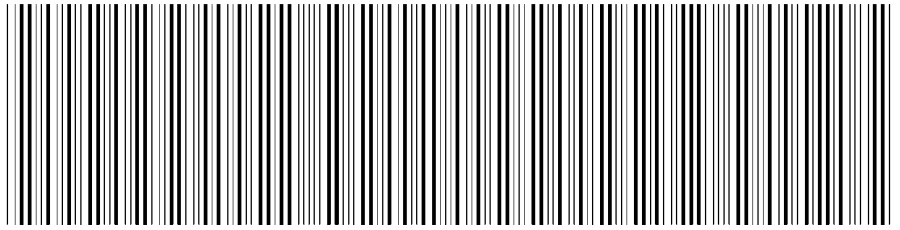
2021000488508



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2021120300962002001C0D4E

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 6

Document ID: 2021120300962002

Document Date: 11-24-2021

Preparation Date: 12-03-2021

Document Type: DEED

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	2020 68 Entire Lot		1065 ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE			

K3526020

THIS INDENTURE, made as of the 24 day of November, 2021

BETWEEN

1053 Atlantic, LLC, a New York limited liability company

with an address at 26 Harbor Park Drive, Port Washington, New York 11050

party of the first part, and

Atlantic Brooklyn, LLC, a New York limited liability company

with an address at 26 Harbor Park Drive, Port Washington, New York 11050

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and No/100 (\$10.00) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

Being the same premises described in the deed to the party of the first part herein by deed dated December 19, 2019 and recorded on February 4, 2020 in the office of the City Register of the City of New York in the County of Kings in CRFN 202000044437.

Said premises being known by address 1053 Atlantic Avenue, 1059 Atlantic Avenue and 1065 Atlantic Avenue, Brooklyn, New York (Block 2020 Lots 74, 73, and 68).

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

1053 Atlantic, LLC

By: Atlantic Brooklyn, LLC, its sole member

By: Atlantic Brooklyn Management, LLC, its Managing Member

By: BSI, LLC, Member

By:

Lee J. Brodsky, Manager

Fidelity Title Insurance Company

Title Number: **K352620**

Page **2**

PARCEL 2 – LOTS 74, 73 AND 68:

Lot 74:

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

BEGINNING at a point on the northerly side of Atlantic Avenue, distant 309 feet 2 inches westerly from the corner formed by the intersection of the northerly side of Atlantic Avenue with the westerly side of Franklin Avenue;

RUNNING THENCE northerly at an interior angle 77 degrees 57 minutes 2 seconds, 36 feet 11 7/8 inches;

THENCE northerly at right angles to Old Atlantic Avenue or Clove Road (now closed), 46 feet 7 inches, 46.58 (tax map);

THENCE westerly parallel with Atlantic Avenue as now laid out, 40 feet 6 inches;

THENCE southerly at right angles to Atlantic Avenue as now laid out, 80 feet to the northerly side of Atlantic Avenue;

THENCE easterly along the northerly side of Atlantic Avenue as now laid out, 64 feet to the point or place of BEGINNING.

For Information Only: Premises also known as 1059 Atlantic Avenue, Brooklyn, New York; Block 2020, Lot 74.

Lot 73:

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

BEGINNING at a point on the northerly side of Atlantic Avenue, distant 286.54 feet westerly from the corner formed by the intersection of the northerly side of Atlantic Avenue with the westerly side of Franklin Avenue;

RUNNING THENCE northerly forming an exterior angle with the northerly side of Atlantic Avenue 80 degrees 55 minutes 43 seconds, and along the westerly face of the westerly wall of the 2 story brick building on the premises adjoining on the East a distance of 25 feet 3 3/8 inches;

THENCE still northerly forming an exterior angle with the last preceding course of 194 degrees 39 minutes, and along the westerly face of the westerly wall of the one and two story buildings on the premises adjoining to the East, a distance of 20 feet 10 inches;

Fidelity Title Insurance Company

Title Number: **K352620**

Page **3**

THENCE still northerly along the westerly face of the westerly wall of said one story building on the premises adjoining on the East, 39 feet 10-3/4 inches;

THENCE westerly 16 feet 7 inches;

THENCE southerly and parallel with Franklin Avenue, 41 feet 1 inch;

THENCE still southerly, 36 feet 11 7/8 inches to the northerly side of Atlantic Avenue;

THENCE easterly along the northerly side of Atlantic Avenue, 22 feet 7 1/2 inches to the point or place of BEGINNING.

For Information Only: Premises also known as 1053 Atlantic Avenue, Brooklyn, New York; Block 2020 Lot 73.

Lot 68:

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

BEGINNING at a point on the northerly side of Atlantic Avenue, distant 182 feet 10 inches westerly from the corner formed by the intersection of the northerly side of Atlantic Avenue with the westerly side of Franklin Avenue;

RUNNING THENCE westerly along the northerly side of Atlantic Avenue, 40 feet;

THENCE northerly at right angles to Atlantic Avenue, 77 feet 8 inches;

THENCE still northerly parallel with Franklin Avenue, 34 feet 1/2 inch;

THENCE easterly, 39 feet 2-1/2 inches;

THENCE southerly parallel with Franklin Avenue, 41 feet 4 1/2 inches; and

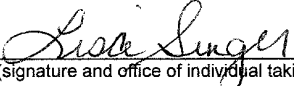
THENCE southerly at right angles to Atlantic Avenue, 84 feet 3 3/4 inches to the northerly side of Atlantic Avenue, at the point or place of BEGINNING.

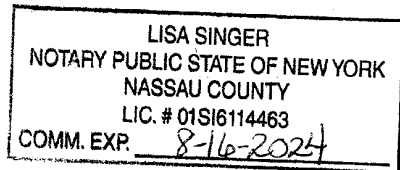
For Information Only: Premises also known as 1065 Atlantic Avenue, Brooklyn, New York; Block 2020 Lot 68.

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Nassau, ss:

On the 16th day of November in the year 2021 before me, the undersigned, personally appeared **Lee J. Brodsky**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(signature and office of individual taking acknowledgment)



State of New York, County of _____ ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

**1053 Atlantic Avenue, LLC
TO
Atlantic Brooklyn, LLC**

**K3526020
METROPOLITAN ABSTRACT
CORPORATION
One Old Country Rd., Suite 140
Carle Place, New York 11514**

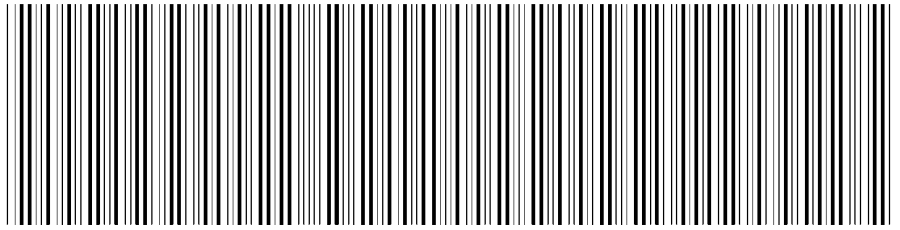
SECTION
BLOCK 2020
LOTS 68, 73 & 74
COUNTY OR TOWN Kings
STREET ADDRESS 1053 Atlantic Avenue
1059 Atlantic Avenue
1065 Atlantic Avenue
Brooklyn, New York

Recorded at Request of
Metropolitan Abstract Corp.

RETURN BY MAIL TO:

Joi Aberle, Esq.
Atlantic Brooklyn LLC
26 Harbor Park Drive
Port Washington, New York 11050

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2021120300962002001SC14F

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2021120300962002
Document Type: DEED

Document Date: 11-24-2021

Preparation Date: 12-03-2021

ASSOCIATED TAX FORM ID: 2021111100048

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1
1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 2020 LOT: 74
- (2) Property Address: 1053 ATLANTIC AVENUE, BROOKLYN, NY 11238
- (3) Owner's Name: ATLANTIC BROOKLYN, LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:


Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature:  Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Borough	Block	Lot	Street	City	State	Zip
BROOKLYN	2020	73	1059 ATLANTIC AVENUE	NY	NY	11238
BROOKLYN	2020	68	1065 ATLANTIC AVENUE	NY	NY	11238

202111110004810101

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book C4. Page

OR

C5. CRFN



STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

1. Property Location	1053	ATLANTIC AVENUE	BROOKLYN	11238
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

2. Buyer Name	ATLANTIC BROOKLYN, LLC	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

LAST NAME / COMPANY		FIRST NAME	
STREET NUMBER AND STREET NAME		CITY OR TOWN	STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 3 # of Parcels OR Part of a Parcel

4A. Planning Board Approval - N/A for NYC
4B. Agricultural District Notice - N/A for NYC

5. Deed
Property
Size

FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium

7. New Construction on Vacant Land


8. Seller Name	1053 ATLANTIC, LLC	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A	<input type="checkbox"/>	One Family Residential	C	<input type="checkbox"/>	Residential Vacant Land	E	<input checked="" type="checkbox"/>	Commercial	G	<input type="checkbox"/>	Entertainment / Amusement	I	<input type="checkbox"/>	Industrial
B	<input type="checkbox"/>	2 or 3 Family Residential	D	<input type="checkbox"/>	Non-Residential Vacant Land	F	<input type="checkbox"/>	Apartment	H	<input type="checkbox"/>	Community Service	J	<input type="checkbox"/>	Public Service

10. Sale Contract Date 11 / 24 / 2021
Month Day Year

11. Date of Sale / Transfer 11 / 24 / 2021
Month / Day / Year

12. Full Sale Price \$ 

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A	<input type="checkbox"/>	Sale Between Relatives or Former Relatives
B	<input checked="" type="checkbox"/>	Sale Between Related Companies or Partners in Business
C	<input checked="" type="checkbox"/>	One of the Buyers is also a Seller
D	<input type="checkbox"/>	Buyer or Seller is Government Agency or Lending Institution
E	<input type="checkbox"/>	Deed Type not Warranty or Bargain and Sale (Specify Below)
F	<input type="checkbox"/>	Sale of Fractional or Less than Fee Interest (Specify Below)
G	<input type="checkbox"/>	Significant Change in Property Between Taxable Status and Sale Dates
H	<input type="checkbox"/>	Sale of Business is Included in Sale Price
I	<input type="checkbox"/>	Other Unusual Factors Affecting Sale Price (Specify Below)
J	<input type="checkbox"/>	None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class | K | 1

16. Total Assessed Value (of all parcels in transfer) | _____ 6 8 1 7 5 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))



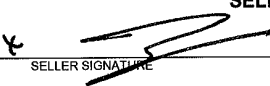
BROOKLYN 2020 74

BROOKLYN 2020 73

BROOKLYN 2020 68

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

 <small>BUYER SIGNATURE</small> 26 HARBOR PARK DRIVE		BUYER 11/24/21 <small>DATE</small>	 <small>BUYER'S ATTORNEY</small> LAST NAME: Sib FIRST NAME: Jon
STREET NUMBER: _____ STREET NAME (AFTER SALE): PORT WASHINGTON		AREA CODE: _____ TELEPHONE NUMBER: 201-7412	SELLER 11/24/21 <small>DATE</small>
CITY OR TOWN: _____	STATE: NY	ZIP CODE: 11050	 <small>SELLER SIGNATURE</small>

2021111100048201

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of NASSAU SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

1053 ATLANTIC AVENUE

Street Address Unit/Apt.

BROOKLYN

Borough

New York,

2020

Block

74

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Lee J. Brodsky, Manager
Name of Grantor (Type or Print)

x [Signature]
Signature of Grantor

Sworn to before me Lisa Singer
this 16th day of November 2021

Lee J. Brodsky, Manager
Name of Grantee (Type or Print)

x [Signature]
Signature of Grantee

Sworn to before me Lisa Singer
this 16th day of November 2021

LISA SINGER
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.
LIC. # 01SI6114463
COMM. EXP. 8-16-2024

LISA SINGER
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 01SI6114463

COMM. EXP. 8-16-2024

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES

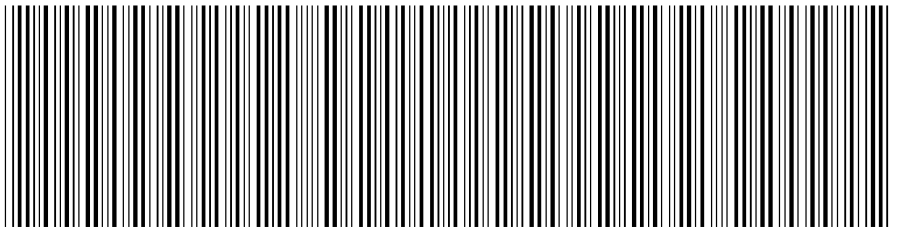
2021111100048101

**Applicable properties compliant with the
Smoke Detector requirement**

Street Address	Unit/Apt	Borough	Block	Lot
1059 ATLANTIC AVENUE		BROOKLYN	2020	73
1065 ATLANTIC AVENUE		BROOKLYN	2020	68

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2021120300962001001E0F8A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2021120300962001

Document Date: 11-24-2021

Preparation Date: 12-03-2021

Document Type: DEED

Document Page Count: 3

PRESENTER:

METROPOLITAN ABSTRACT CORP
AS AGENT FOR FIDELITY (K352620)
ONE OLD COUNTRY RD, SUITE 140
CARLE PLACE, NY 11514
516-741-5474
AMIRANDA@METROPOLITANABSTRACT.COM

RETURN TO:

JOI ABERLE, ESQ.
ATLANTIC BROOKLYN, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2020	70	Entire Lot	1061 ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

1063 ATLANTIC, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

GRANTEE/BUYER:

ATLANTIC BROOKLYN, LLC
26 HARBOR PARK DRIVE
PORT WASHINGTON, NY 11050

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

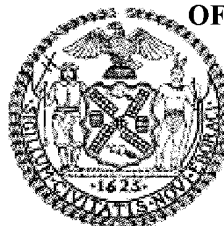
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 12-13-2021 14:27

City Register File No.(CRFN):

2021000488507



Annette McMill

City Register Official Signature

K352020

THIS INDENTURE, made as of the 24th day of November, 2021

0
BETWEEN

1063 Atlantic, LLC, a New York limited liability company
with an address at 26 Harbor Park Drive, Port Washington, New York 11050

party of the first part, and

Atlantic Brooklyn, LLC, a New York limited liability company
with an address at 26 Harbor Park Drive, Port Washington, New York 11050

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and No/100 (\$10.00) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

2020
70
ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Kings, County of Kings, City and State of New York bounded and described as follows:

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

Being the same premises described in the deed to the party of the first part herein by deed dated September 15, 2020 and recorded on October 2, 2020 in the office of the City Register of the City of New York in the County of Kings in CRFN 2020000268596.

Said premises being known by address 1061-1063 Atlantic Avenue, Brooklyn, New York (Block 2020 Lot 70).


TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

1063 Atlantic, LLC
By: Atlantic Brooklyn, LLC, its sole member
By: Atlantic Brooklyn Management, LLC, its Managing Member
By: BSI, LLC, Member

By: 
Lee J. Brodsky, Manager

Fidelity Title Insurance Company

Title Number: **K352620**

Page **4**

PARCEL 3 – LOT 70:

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

BEGINNING at a point on the northerly side of Atlantic Avenue, distant 222 feet 10 inches West of the corner formed by the intersection of the northerly side of Atlantic Avenue and the westerly side of Franklin Avenue;

RUNNING THENCE northerly at right angles to Atlantic Avenue, 77 feet 8 inches;

THENCE again northerly and parallel with Franklin Avenue, 34 feet ½ inch to the northerly side of the old Brooklyn and Jamaica Turnpike;

THENCE westerly, 82 feet 10 inches;

THENCE southerly along the line forming an interior angle with the preceding course 85 degrees 42 minutes 00 seconds, 39 feet 10-3/4 inches to an angle point;

THENCE again southerly along a line forming an interior angle with the preceding course 180 degrees 22 minutes, 20 feet 10 inches to an angle point;

THENCE southerly along a line forming an interior angle with the preceding course of 194 degrees 39 minutes 43 seconds, 25 feet 3 3/8 inches to the northerly side of Atlantic Avenue;

THENCE easterly along the northerly side of Atlantic Avenue, 63 feet 8-1/2 inches to the point or place of BEGINNING.

**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

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

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Nassau, ss:

On the 16 day of November in the year 2021 before me, the undersigned, personally appeared **Lee J. Brodsky**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(signature and office of individual taking acknowledgment)

LISA SINGER
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. # 01SI6114463
COMM. EXP. 8-16-2024


State of New York, County of ss:

On the day of in the year before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

**1063 Atlantic Avenue, LLC
TO
Atlantic Brooklyn, LLC**


**METROPOLITAN ABSTRACT
CORPORATION
One Old Country Rd., Suite 140
Carle Place, New York 11514**

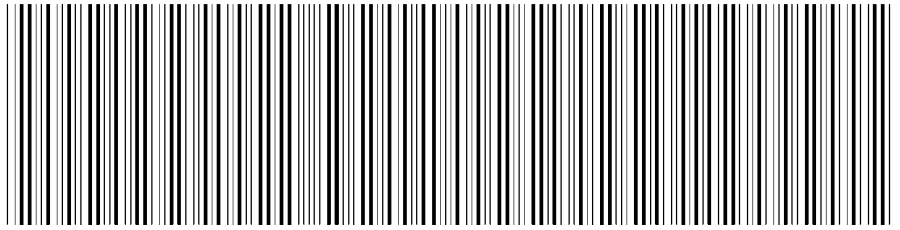
SECTION
BLOCK 2020
LOT 70
COUNTY OR TOWN Kings
STREET ADDRESS 1061-1063 Atlantic Avenue
 Brooklyn, New York

Recorded at Request of
Metropolitan Abstract Corp.

RETURN BY MAIL TO:

Joi Aberle, Esq.
Atlantic Brooklyn LLC
26 Harbor Park Drive
Port Washington, New York 11050

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2021120300962001001SC10B

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2021120300962001
Document Type: DEED

Document Date: 11-24-2021

Preparation Date: 12-03-2021

ASSOCIATED TAX FORM ID: 2021111100022

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1
1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 2020 LOT: 70
- (2) Property Address: 1061 ATLANTIC AVENUE, BROOKLYN, NY 11238
- (3) Owner's Name: ATLANTIC BROOKLYN, LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature:  Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 1061 ATLANTIC AVENUE BROOKLYN 11238
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name ATLANTIC BROOKLYN, LLC
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

 LAST NAME / COMPANY FIRST NAME

 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name 1063 ATLANTIC, LLC
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 11 / 24 / 2021
 Month Day Year

11. Date of Sale / Transfer 11 / 24 / 2021
 Month Day Year

12. Full Sale Price \$ 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☒ Sale Between Related Companies or Partners in Business
 C ☒ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill




15. Building Class E 9 16. Total Assessed Value (of all parcels in transfer) 4 9 8 6 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 2020 70

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

<input checked="" type="checkbox"/> 		BUYER		11/29/21				BUYER'S ATTORNEY		Joi	
BUYER SIGNATURE		DATE		LAST NAME		FIRST NAME					
26 HARBOR PARK DRIVE				Sl6		201 - 7412					
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER					
PORT WASHINGTON		NY		11050		SELLER					
CITY OR TOWN		STATE		ZIP CODE		<input checked="" type="checkbox"/> 		DATE		11/29/21	
						SELLER SIGNATURE					

2021111100022201

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of Nassau } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

1061 ATLANTIC AVENUE

Street Address Unit/Apt.

BROOKLYN

Borough

New York,

2020

Block

70

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Lee J. Bradsky
Name of Grantor (Type or Print)

X [Signature]
Signature of Grantor

Sworn to before me

this 16th day of November 2021

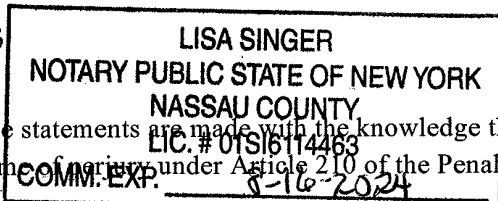
Lee J. Bradsky
Name of Grantee (Type or Print)

X [Signature]
Signature of Grantee

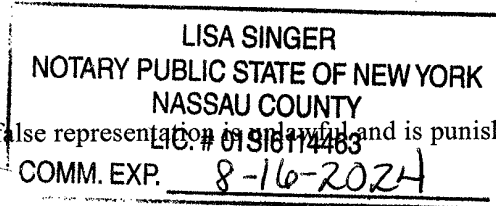
Sworn to before me

this 16th day of November 2021

NO:
01S10114403



These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime under Article 210 of the Penal Law.



NO:
01S10114403

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2021111100022101



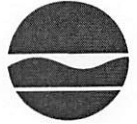
ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Part 1

CHANGE OF USE FORM

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation, 625 Broadway
Albany NY 12233-7020

I. **Site Name:** Atlantic Brooklyn Project **DEC Site ID No.** C224305

II. **Contact Information of Person Submitting Notification:**

Name: Atlantic Brooklyn, LLC
Address1: 26 Harbor Park Drive
Address2: Port Washington, NY 11050
Phone: 516-207-7400 E-mail: LBrodsky@bebcapital.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☒ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 11/24/2021

IV. **Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.


As part of a Lot merger, the deeds were transferred to a single LLC.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

Lots 68, 70, 73, 74, and 77 have been merged into a single lot identified as Lot 68. This merger does not affect the site's proposed remedy.

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: 
(Signature)
Lee Brodsky
(Print Name)

03/04/2022

(Date)

Address1: 26 Harbor Park Drive
Address2: Port Washington, New York 11050
Phone: 516-207-7400 E-mail: lbrodsky@bebcapital.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Atlantic Brooklyn, LLC - Lee Brodsky
Address1: 26 Harbor Park Drive
Address2: Port Washington, New York 11050
Phone: 516-207-7400 E-mail: lbrodsky@bebcapital.com

Certifying Party Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____


VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:


(Signature)

03/04/2022

(Date)

Lee J. Brodsky

(Print Name)

Address1:

Address2:

Phone:

E-mail:

Continuation Sheet

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

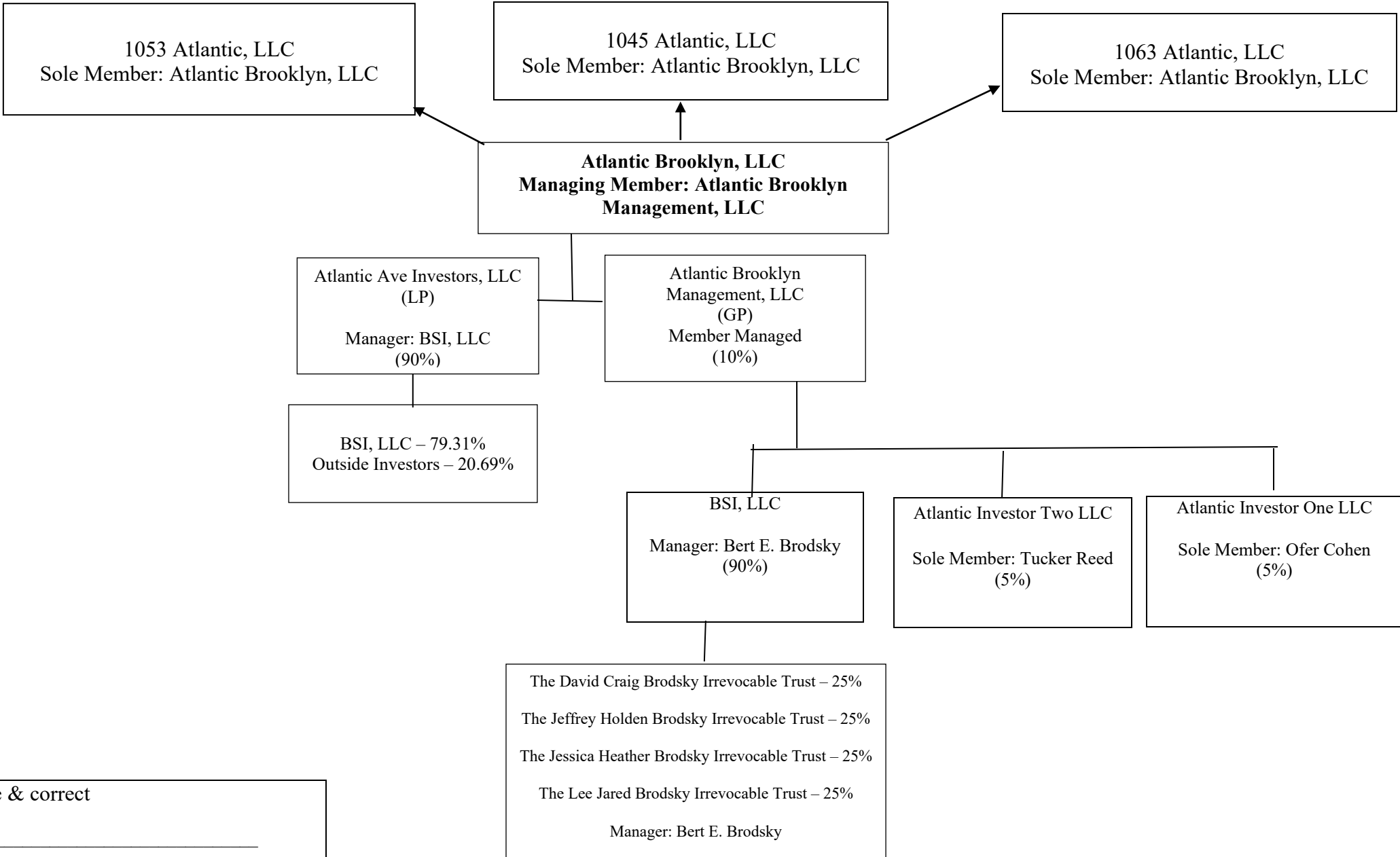


ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Section I

PREVIOUS ORGANIZATION CHART



Confirmed true & correct

Title: _____

Date: _____



ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Section II

NEW YORK STATE DEPARTMENT OF STATE CORPORATION & BUSINESS
ENTITY FILING

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: ATLANTIC BROOKLYN, LLC	DOS ID: 5522769
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: Active
DATE OF INITIAL DOS FILING: 03/28/2019	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/28/2019	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: Nassau	NEXT STATEMENT DUE DATE: 03/31/2023
JURISDICTION: New York, United States	NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

Name: BERT E. BRODSKY

Address: 26 HARBOR PARK DRIVE, PORT WASHINGTON, NY, United States, 11050

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share



ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Section II

CORPORATE ORGANIZATIONAL PAPERS

LIMITED LIABILITY COMPANY AGREEMENT

OF

ATLANTIC BROOKLYN, LLC

Dated as of October 31, 2019

LIMITED LIABILITY COMPANY AGREEMENT

OF

ATLANTIC BROOKLYN, LLC

LIMITED LIABILITY COMPANY AGREEMENT of ATLANTIC BROOKLYN, LLC, a New York limited liability company ("Company"), dated as of October 31, 2019 between ATLANTIC BROOKLYN MANAGEMENT, LLC, a New York limited liability company ("Managing Member") and ATLANTIC AVE INVESTORS, LLC, a New York limited liability company ("Investor Member"). The Managing Member and the Investor Member are sometimes hereinafter individually referred to as a "Member" and collectively, with any additional or substitute members, as the "Members."

RECITALS

WHEREAS, the Company was heretofore formed as a limited liability company under the New York Limited Liability Company Act, as in effect from time to time ("Act") upon the filing of Articles of Organization ("Articles") with the Secretary of State of the State of New York on March 28, 2019.

WHEREAS, the Members of the Company wish to set forth their agreement concerning all Company matters as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Certain Defined Terms¶ For purposes of this Agreement:

"Act" has the meaning set forth in the recitals to this Agreement.

"Adjusted Capital Account Deficit" means, with respect to any Member for any taxable year, the deficit balance, if any, in such Member's Capital Account as of the end of such taxable year, as the same is specially computed to reflect the adjustments required or permitted to be taken into account in applying Regulations Section 1.704-1(b)(2)(ii)(d) (including any amount such Member is obligated to restore or is deemed obligated to restore under Regulation Section 1.704-2(g)(1) and 1.704-2(i)(5)).

"Affiliate" of any Person means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person, and the term "Affiliated" shall have a correlative meaning.

"Agreement" means this Limited Liability Company Agreement of the Company, as further amended from time to time.

“Article XI Losses” has the meaning set forth in Section 11.1.

“Articles” has the meaning set forth in the recitals to this Agreement.

“Book Basis” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes; provided, however, (a) if property is contributed to the Company, the initial Book Basis of such property will equal its fair market value on the date of contribution, and (b) if the Capital Accounts of the Company are adjusted pursuant to Regulation Section 1.704-1(b) to reflect the fair market value of any Company assets, the Book Basis of such assets will be adjusted to equal its respective fair market value as of the time of such adjustment in accordance with such Regulation. The Book Basis of all assets will be further adjusted thereafter by depreciation or amortization as provided in Regulation Section 1.704-1(b)(2)(iv)(g).

“BSI” has the meaning set forth in Section 12.3(b)(ii).

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.

“Capital Account” has the meaning set forth in Section 4.3.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

“Company” has the meaning set forth in the preamble to this Agreement.

“Company Minimum Gain” means “partnership minimum gain” as defined in Regulation Section 1.704-2(b)(2).

“Covered Person” means the Managing Member, any Member, any of their respective Affiliates, or any of the officers, directors, managers, shareholders, employees, partners or members of any of the foregoing.

“Defaulting Member” has the meaning set forth in Section 4.2(a).

“Distributable Cash” means the cash or other property of the Company that the Managing Member determines is available for distribution to the Members after payment of Company expenses and after establishing a reasonable reserve for liabilities or obligations of the Company.

“Fiscal Year” has the meaning set forth in Section 8.2.

“Funded Portion” has the meaning set forth in Section 4.2(a).

“Funding Shortfall” has the meaning set forth in Section 4.2(a).

“Governmental Authority” means any federal, national, supranational, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency or commission or any court, tribunal, or arbitral or judicial body.

“Intermember Loan” has the meaning set forth in Section 4.2(a).

“Investor Member” means ATLANTIC AVE INVESTORS, LLC, a New York limited liability company.

“Law” means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or order of any Governmental Authority.

“Liquidator” has the meaning set forth in Section 10.3(a).

“Managing Member” means ATLANTIC BROOKLYN MANAGEMENT, LLC, a New York limited liability company.

“Member” means any Person admitted as a member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement (including, without limitation, the Managing Member), in each case, in such Person’s capacity as a member of the Company, until such time as such Person has transferred or disposed of all of such Person’s Membership Interest in accordance with the provisions hereof.

“Member Minimum Gain” means “partner nonrecourse debt minimum gain” as defined in Regulation Section 1.704-2(i)(2).

“Member Nonrecourse Debt” means “partner nonrecourse debt” as defined in Regulation Section 1.704-2(b)(4).

“Membership Interest” means, with respect to any Member, such Member’s entire undivided interest in the Company.

“Partnership Representative” has the meaning set forth in Section 8.1(c).

“Percentage Interest” means the Membership Interest of a Member expressed as a percentage, which shall be as set forth opposite the Members’ names on Schedule I.

“Person” means an individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, syndicate, person, trust, association, organization or other entity, including any successor, by merger or otherwise, of any of the foregoing.

“Preferred Return” shall mean, with respect to any Member, an amount equal to nine percent (9%) per annum, simple, non-compounding, of the Unreturned Capital Contributions of such Member accruing from the date of each advance of such capital contribution by such Member until such capital contribution is repaid pursuant to the terms hereof.

“Profits” and “Losses” mean, for each taxable year or other period, an amount equal to the Company’s taxable income (“Profits”) or loss (“Losses”) for the year or other period, determined in accordance with Section 703(a) of the Code (including all items of income, gain, loss or deduction required to be stated separately under Section 703(a)(1) of the Code), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses will be added to taxable income or loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures under Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, will be subtracted from taxable income or loss;

(c) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Book Basis of the property, notwithstanding that the adjusted tax basis of the property differs from its Book Basis;

(d) Any depreciation, amortization and other cost recovery deductions shall be subject to the rules set forth in Regulations Section 1.704-1(b)(2)(iv)(g); and

(e) Profits or Losses of the Company shall be computed without regard to the amount of any items of gross income, gain, loss or deduction that are specially allocated.

“Profits Interest” has the meaning set forth in Section 6.5.

“Property” means, individually and collectively, the real property located at 1045 Atlantic Avenue, Brooklyn, New York; 1053 Atlantic Avenue, Brooklyn, New York; 1059 Atlantic Avenue, Brooklyn, New York; 1065 Atlantic Avenue, Brooklyn, New York and any adjacent property acquired by the Company, including, without limitation, the real property located at 1061-1063 Atlantic Avenue, Brooklyn, New York, 1029 Atlantic Avenue, Brooklyn, New York; and/or 1035 Atlantic Avenue, Brooklyn, New York.

“Proposed Rules” has the meaning set forth in Section 6.5.

“Purpose” has the meaning set forth in Section 2.5.

“Regulations” means the regulations promulgated by the U.S. Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Regulations shall include any corresponding provisions of succeeding, similar, substitute proposed or final Regulations.

“Safe Harbor Election” has the meaning set forth in Section 6.5.

“Safe Harbor Regulation” has the meaning set forth in Section 6.5.

“Safe Harbor Revenue Procedure” has the meaning set forth in Section 6.5.

“Transfer” means, in respect of any Membership Interest or other assets, any sale, assignment, gift, pledge, hypothecation, lien, encumbrance, transfer, distribution or other

disposition thereof or of a participation therein, or other conveyance of legal or beneficial interest therein, including rights to vote and to receive dividends, distributions or other income with respect thereto, or any short position in a security or any other action or position otherwise reducing risk related to ownership through hedging or other derivative instruments, whether voluntarily or by operation of Law, or any agreement or commitment to do any of the foregoing.

“Transferee” means any Person that is a transferee of all or a portion of a Member’s Membership Interest.

“Transferor” means a Member that Transfers all or a portion of their Membership Interest to a Person.

“Unpaid Preferred Return” means, at any given time, with respect to each Member, that amount such that, were such amount to be distributed to such Member pursuant to Section 7.1(a) at such time, such Member would achieve, when aggregated with all other amounts received by such Member pursuant to Section 7.1(a), its Preferred Return.

“Unreturned Capital Contributions” means, with respect to each Member, the total amount of capital contributions contributed by such Member to the Company, less any distributions received by such Member pursuant to Section 7.1(b).

ARTICLE II FORMATION, TERM, PURPOSE AND POWERS

Section 2.1 Formation; Authorized Persons

(a) Mary Loria is hereby acknowledged as an “authorized person”, within the meaning of the Act, to have executed, delivered and filed the Articles on behalf of the Company, and such act is hereby ratified. The Members hereby confirm the formation of the Company as a limited liability company under and pursuant to the provisions of the Act and all other pertinent Laws of the State of New York for the purposes and upon the terms and conditions hereinafter set forth.

(b) The Managing Member is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file, or to cause the execution, delivery and filing of, any amendments or restatements of the Articles and any other certificates, notices, statements or other instruments (and any amendments and/or restatements thereof) necessary or advisable for the operation of the Company in all jurisdictions where the Company may elect to do business, but no such amendment, restatement or other instrument may be executed, delivered or filed unless adopted in a manner authorized by this Agreement.

Section 2.2 Name The name of the company is “ATLANTIC BROOKLYN, LLC”. The business of the Company may not be conducted under any other name unless approved by the Managing Member.

Section 2.3 Term The term of the Company commenced on the date of the filing of the Articles in the Office of the Secretary of State of the State of New York and

shall continue until the Company is dissolved and its affairs wound up in accordance with the Act and the terms of this Agreement.

Section 2.4 Offices.

(a) The principal place of business of the Company shall be at 26 Harbor Park Drive, Port Washington, New York or such other address as the Managing Member may determine from time to time, and the Company shall have other offices and operations as the Managing Member may determine from time to time.

(b) The Company's registered office and registered agent for service of process in the State of New York shall be as set forth in the Articles, as amended from time to time.

Section 2.5 Purpose and Powers.

(a) The purpose of the Company is to acquire, own, operate, manage, re-zone, sell, and otherwise deal with the Property, and to do any and all other acts or things that limited liability companies are authorized to do under the Act as may be necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the foregoing purposes (collectively, "Purpose").

(b) Subject to the limitations set forth in this Agreement, the Company shall possess and may exercise all of the powers and privileges permitted under the Act, by any other Law or this Agreement, together with all powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the purpose of the Company set forth in Section 2.5(a).

Section 2.6 Title to Company Property¶ All property of the Company, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any direct ownership interest in such property.

Section 2.7 No Personal Liability¶ Except as provided by the Act, no Member, including without limitation, the Managing Member, shall be personally liable for any liabilities or obligations of the Company solely by reason of being a member of the Company.

ARTICLE III MEMBERS

Section 3.1 Admission of Members¶

(a) The name, address, initial capital contribution and Percentage Interest of each Person that has been admitted as a Member as of the date hereof are set forth in Schedule I.

(b) A Transferee of a Membership Interest shall be admitted as a Member only if the Transfer of such Membership Interest to such Transferee is made in compliance with all the requirements of Article IX (including the requirement that such Transferee obtain the consent of

the Managing Member (as applicable) and execute a counterpart signature page to this Agreement) and the Transferee complies with all of the terms of this Agreement applicable to it.

(c) The Managing Member (or an Officer) shall update Schedule I from time to time to reflect the admission or resignation of any Member and any change to the information therein. Any update to Schedule I made in accordance with this Agreement shall not be deemed an amendment to this Agreement for purposes of Section 13.1. Any reference in this Agreement to Schedule I shall be deemed to be a reference to such Schedule as amended and in effect from time to time.

Section 3.2 Withdrawals¶ No Member may withdraw or resign from the Company without approval of such action by the Managing Member, except as otherwise provided in the Act or this Agreement.

ARTICLE IV CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; PROPERTY DOCUMENTS

Section 4.1 Capital Contributions; Calls for Additional Capital¶

(a) The value of each Member's aggregate capital contributions to the Company shall be reflected on Schedule I attached hereto.

(b) In the event that the Managing Member reasonably determines that additional capital is required to support the activities of the Company or for payment of the expenses or other obligations of the Company, the Managing Member may procure funding by making a capital call requiring the Members to make additional capital contributions. Capital calls shall be funded by the Members pro rata based on their respective Percentage Interests.

(c) In the event that the Managing Member determines to make a capital call, the Managing Member (or a designated Officer) shall notify the Members by delivering written notice to such Members specifying (i) the aggregate amount of additional capital required at such time, (ii) the amount of the capital contribution to be provided by each such Member and (iii) the date on which such capital contribution is due (which date shall be no less than twenty (20) Business Days following delivery of the applicable notice).

Section 4.2 Failure to Fund¶

(a) If any Member (for purposes of this Section 4.2, a "Defaulting Member") fails to timely fulfill its obligation to fund a required capital contribution (a "Funding Shortfall"), the non-Defaulting Member may make a capital contribution to the Company to cover the Funding Shortfall ("Funded Portion"). If the non-Defaulting Member makes a capital contribution to the Company to cover the Funding Shortfall, the Funded Portion shall be treated as a loan from the non-Defaulting Member to the Defaulting Member and a contribution of such sum to the Company by the Defaulting Member pursuant to this Section 4.2(a) (an "Intermember Loan") and the terms of Section 4.2(b) shall govern the contribution of the Funded Portion made by the non-Defaulting Member).

(b) In the event that the Funding Shortfall is covered by an Intermember Loan: (i) the Intermember Loan shall bear interest at a per annum rate equal to five (5) percentage points in excess of the rate published by the Wall Street Journal as the prime rate, provided, however, that in no event shall such interest rate be less than twelve (12%) nor greater than eighteen percent (18%) or the highest rate permitted by applicable law, which interest shall be compounded quarterly and will change with each change in the prime rate published by the Wall Street Journal, from the date that the Intermember Loan was made until the date that the outstanding balance of such Intermember Loan, together with all interest accrued thereon, is repaid to the non-Defaulting Member, (ii) be pre-payable by the Defaulting Member in whole or in part at any time, without premium or penalty, and (iii) all distributions from the Company that would otherwise be made to the Defaulting Member shall be assigned by the Defaulting Member to the non-Defaulting Member (whether before or after dissolution of the Company) until the outstanding balance of such Intermember Loan and all interest accrued thereon have been repaid in full to the non-Defaulting Member (with all such payments being applied first to interest earned and unpaid and then to principal). Upon payment of all such amounts, and any other amounts owed and payable to the Company, such Member shall no longer be a Defaulting Member hereunder.

(c) For the avoidance of doubt, the Managing Member shall have the authority to cause the Company to incur indebtedness to cover all or any portion of a Funding Shortfall.

Section 4.3 Capital Accounts. A separate capital account (each, a “Capital Account”) shall be maintained for each Member in accordance with the requirements set forth in Regulation Section 1.704-1(b)(2)(iv). The initial capital account of the Members shall be as set forth on Schedule I attached hereto on the date hereof. The Capital Account of each Member will be determined and adjusted as follows:

(a) Each Member’s Capital Account will be credited with the fair market value of a Member’s capital contributions to the Company, the Member’s distributive share of Profits, and the amount of any Company liabilities that are assumed by the Member or secured by any Company property distributed to the Member.

(b) Each Member’s Capital Account will be debited with the amount of cash and the Book Basis of any Company property distributed to the Member under any provision of this Agreement, the Member’s distributive share of Losses and the amount of any liabilities of the Member assumed by the Company or which are secured by any property contributed by the Member to the Company.

(c) Each Member’s Capital Account also shall be adjusted appropriately to reflect any other adjustment required pursuant to Regulation Section 1.704-1 or 1.704-2, including, without limitation, the requirements set forth in Regulation Sections 1.704-1(b)(2)(iv)(g) and 1.704-1(b)(2)(iv)(m).

(d) In the event of a Transfer in accordance with the terms of this Agreement, the Transferee will succeed to the Capital Account of the Transferor to the extent it relates to the transferred Membership Interest.

ARTICLE V GOVERNANCE

Section 5.1 Management of the Company

(a) The business and affairs of the Company shall be managed by or under the direction of the Managing Member, which may from time to time delegate authority to Affiliates of the members of the Managing Member or to others to act on behalf of the Company. The Managing Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Purpose of the Company described herein and all powers, statutory or otherwise, possessed by managers of a limited liability company under the laws of the State of New York, including, but not limited to:

(i) to take any action on behalf of the Company as may be necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purpose of the Company set forth in Section 2.5(a);

(ii) to open one or more depository accounts and make deposits into, and sign checks and make withdrawals against, such accounts;

(iii) to negotiate, enter into, execute, deliver, and modify any and all agreements, loan agreements, instruments, notes, mortgages, mortgage notes, contracts of sale, leases, subleases and other agreements or instruments necessary or appropriate to convey, sell, exchange, lease, sublease, mortgage, or otherwise transfer, dispose of or encumber any property owned or held by the Company, including, without limitation, the Property, or that are necessary or desirable with respect to the Company's business;

(iv) to prepay, in whole or in part, refinance, renew, recast, increase, modify or extend any loan agreement, security agreement, pledge or other security instrument to which the Company is a party and, in connection therewith, to execute and deliver any extensions, renewals and modifications thereof and any new mortgage, security agreement, pledge or other security instrument in lieu thereof;

(v) to borrow money, incur liabilities and other obligations either on a secured or unsecured basis;

(vi) to bring, prosecute, defend and settle proceedings and actions at law and in equity on behalf of the Company;

(vii) to enter into and carry out contracts and agreements and do and perform all such other things;

(viii) to employ on behalf of the Company such persons, firms or corporations as the Managing Member, in its sole and absolute discretion, deems advisable for the operation and management of the business of the Company, on such terms and for such compensation as the Managing Member shall determine, subject, however, to the provisions of Section 12.3 below;

(ix) to cause the Company to file any and all documents and/or instruments necessary or appropriate to cause the rezoning of the Property as determined by the Managing Member;

(x) to guaranty any loans made for the purpose of acquiring the Property, or any portion thereof, or for the purpose of financing construction on the Property, and any refinancing thereof;

(xi) to execute and file any certificates or other instruments that may be required to be filed by the Company to transact business under the laws of the State of New York or any other foreign, federal or state government where the Company may transact business or any amendments thereto; and

(xii) to execute, acknowledge and deliver any and all instruments, and to take any and all actions, that may be deemed necessary or desirable to effect any of the foregoing or any of the other provisions of this Agreement.

(b) The Managing Member is hereby designated a “manager” of the Company within the meaning of the Act. Except as otherwise required by Law, approval of any action by the Managing Member in accordance with this Agreement shall constitute approval of such action by the Company. All decisions made with respect to the management and control of the Company by the Managing Member shall be binding on the Company and the Members. Except as otherwise provided in this Agreement, no Member shall have the authority to bind the Company.

Section 5.2 Reimbursements¶ The Company shall reimburse the Managing Member for any reasonable out-of-pocket third party costs and expenses incurred by such Person on behalf of the Company, to the extent said expenses are within the scope of the Managing Member’s powers and/or responsibilities as set forth in this Agreement. The Managing Member shall not be entitled to any compensation from the Company or the Members for serving as the manager of the Company.

ARTICLE VI ALLOCATIONS

Section 6.1 Allocations of Profits And Losses¶

(a) In General. For accounting and federal, state and local income tax purposes, all Profits and Losses shall be determined and allocated with respect to each year of the Company as of the end of such year and at such other times as the Managing Member shall determine. Subject to the other provisions of this Agreement, an allocation to a Member of a share of Profits or Losses shall be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing Profits or Losses.

(b) Allocations of Profits and Losses. After giving effect to the special allocations set forth in Section 6.2, Profits and Losses with respect to any year shall be allocated to the Members as follows:

(i) *first*, Profits (or items thereof) shall be allocated to those Members having deficit balances in their Capital Accounts (computed after taking into account all distributions with respect to such taxable period and after adding back each Members' share of Company Minimum Gain and Member Minimum Gain) in proportion to such deficit balances until such deficit balances have been eliminated; and

(ii) *second*, any remaining Profits and Losses shall be allocated among the Members such that each Member's Capital Account balance (computed after taking into account all distributions with respect to such taxable period and increased by such Members' share of Company Minimum Gain and Member Minimum Gain), would, as nearly as possible, be equal to the amount that each Member would receive if all of the remaining assets of the Company were sold for their Book Basis, all liabilities of the Company were satisfied (limited, with respect to nonrecourse liabilities, to the Book Basis of the assets securing such liabilities) and the remaining assets were distributed pursuant to Article X, all as of the last day of the period for which the allocations are being made.

(c) Allocations in Anticipation of Liquidation. Notwithstanding Section 6.1(b), in any year in which the Company sells substantially all of its assets or liquidates (or in any prior open year if the Managing Member reasonably believes it necessary to accomplish the purposes of this Section 6.1(c), each Member shall be allocated Profits or Losses (or items thereof) to the extent necessary to cause its Capital Account balance to reflect the amount that will be distributable to such Member in liquidation of the Company pursuant to the Agreement.

Section 6.2 Regulatory and Special Allocations

(a) Minimum Gain Chargeback. The Managing Member shall allocate items of Company income and gain among the Members at such times and in such amounts as necessary to satisfy the minimum gain chargeback requirements of Regulation Sections 1.704-2(f) and 1.704-2(i)(4).

(b) Qualified Income Offset. The Managing Member shall specially allocate Losses and items of income and gain when and to the extent required to satisfy the "qualified income offset" requirement within the meaning of Regulation Section 1.704-1(b)(2)(ii)(d).

(c) Loss Allocations. No allocation of Losses, or items thereof, will be made to any Member if such allocation would create or increase such Members' Adjusted Capital Account Deficit. Any such disallowed allocation will be made to the Members entitled to receive such allocation under the Section 704(b) Regulations. Any Member that would have a deficit balance in its Capital Account in excess of any amount such Member is obligated to restore, or is deemed obligated to restore under Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), will be specially allocated items of income and gain to eliminate such deficit balance as quickly as possible.

(d) Nonrecourse Deductions; Excess Nonrecourse Liabilities. Nonrecourse Deductions (within the meaning of Regulation Section 1.704-2) and "excess non-recourse liabilities" (within the meaning of Regulation Section 1.752-3(a)), if any, of the Company shall be

allocated (as nearly as possible) among the Members pro-rata in proportion to their respective Percentage Interests.

(e) Member Nonrecourse Deductions. Member Nonrecourse Deductions, within the meaning of Regulation Section 1.704-2(i), shall be allocated to the Member who has the economic risk of loss in a manner consistent with requirements of Regulation Sections 1.704-2(i)(2) and 1.704-2(j)(1).

(f) Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

(g) Guaranteed Payments. To the extent any compensation paid to any Member by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

Section 6.3 Special Rules

(a) Tax Allocations. Except as provided in Section 6.3(b) hereof, for federal, state and local income tax purposes, Company income, gain, loss, deduction or expense (or any item thereof) for each year shall be allocated to and among the Members to reflect the allocations made pursuant to the provisions of this Article VI for such year.

(b) Section 704(c) Compliance. In accordance with Section 704(c) of the Code and the applicable Regulations thereunder, income, gain, loss, deduction and tax depreciation with respect to any property which has a Book Basis different than its adjusted tax basis, will, solely for federal income tax purposes, be allocated among the Members in accordance with Section 704(c) of the Code and the Regulations thereunder to take into account such difference, using any method selected in the reasonable determination of the Managing Member.

(c) Modifications. The Managing Member shall be authorized to make appropriate amendments to the allocations of items pursuant to this Article VI necessary in order to comply with Section 704 of the Code or applicable Regulations thereunder; provided that no such change shall have a material adverse effect upon the amount distributable to any Member hereunder.

(d) Allocations on Transfer of Membership Interests. In the event there is any Transfer of a Member's Membership Interest during any year, Profits, Losses and other items shall be allocated among the Members from time to time during such year in accordance with Code

Section 706 using any convention permitted by law and selected in the reasonable discretion of the Managing Member.

Section 6.4 Classification as a Partnership¶ The Managing Member shall not make an election to treat the Company as an association pursuant to Regulation Section 301.7701-3 (and thus a corporation under Regulation Section 301.7701-2(b)(2)).

Section 6.5 Liquidation Value of Carried Interest. The Members acknowledge that the interest in distributions of Distributable Cash granted to the Managing Member in excess of the Managing Member's Percentage Interest pursuant to Article VII is a profits interest ("Profits Interest"). Except for its initial Capital Contribution, the Managing Member shall not be required to make any capital contribution to the Company in consideration for the grant of its Profits Interest and its initial Capital Account balance attributable to its Profits Interest shall be the amount of such contribution. Until such time as (i) the proposed revenue procedure pronounced in IRS Notice 2005-43, 2005-24 I.R.B. 1221, issued on May 19, 2005 (or any similar provision) ("Safe Harbor Revenue Procedure"), and (ii) Proposed Treasury Regulations Section 1.83-3(l), issued on May 19, 2005 (or any similar provision) ("Safe Harbor Regulation"), are finalized, the Company and the Members hereby acknowledge and agree that the Profits Interest shall, to the extent permitted by existing law, be treated by the Company and each other Member as a "profits interest" as defined in IRS Revenue Procedure 93-27, 1993-2 C.B. 343, and further described in IRS Revenue Procedure 2001-43, 2001-2 C.B. 191. The parties acknowledge and agree that, for federal and state income tax purposes, the Company shall cause the Managing Member to be allocated taxable income and loss and receive Form 1065, Schedule K-1s from the Company as if it had been admitted as a Member of the Company with an interest in financial and taxable items of the Company consistent with the share of Distributable Cash to which it is entitled hereunder, with such tax allocations being made as provided herein. The Company shall elect to value any Profits Interest granted to the Managing Member at its liquidation value ("Safe Harbor Election"), as the same may be permitted pursuant to or in accordance with the finally promulgated successor rules to the Safe Harbor Regulation and the Safe Harbor Revenue Procedure or any successor administrative guidance (collectively, "Proposed Rules"). Upon the making of such Safe Harbor Election, the Company will make any allocations of items of income, gain, deduction, loss or credit (including forfeiture allocations and elections as to allocation periods) necessary or appropriate to effectuate and maintain the Safe Harbor Election. Any such Safe Harbor Election shall be binding on the Company and on all of its Members with respect to all grants of Profits Interests thereafter made by the Company while a Safe Harbor Election is in effect. A Safe Harbor Election once made may be revoked by the Company (at the direction of the Managing Member) as permitted by the Proposed Rules or any applicable rule. Each Member (including any Member to whom a Profits Interest is granted in connection with the performance of services) hereby agrees to comply with all requirements of the Safe Harbor Election with respect to all Profits Interests granted while the Safe Harbor Election remains effective. The Managing Member will file or cause the Company to file all returns, reports and other documentation as may be required to perfect and maintain the Safe Harbor Election with respect to grants of Profits Interests covered by such Safe Harbor Election. The Managing Member is hereby authorized and empowered, without further vote or action of the other Members, to amend this Agreement as necessary to comply with the Proposed Rules or any other rule, in order to provide for a Safe Harbor Election and the ability to maintain or revoke the same, and shall have the authority to execute any such amendment by and on behalf of the Managing Member and each other Member. Any undertakings by the Members necessary

to enable or preserve a Safe Harbor Election may be reflected in such amendments and to the extent so reflected shall be binding on each Member. Each Member agrees to cooperate with the Managing Member to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the Managing Member.

ARTICLE VII DISTRIBUTIONS

Section 7.1 Distributions¶ Subject to the terms hereof (including Section 7.2), after repayment of any indebtedness of the Company (including any loans to the Company from Members), the Managing Member shall cause the Company to distribute Distributable Cash, no less frequently than quarterly, or at such other times as the Managing Member shall determine, as follows:

(a) *first*, to the Members pro rata in accordance with their Unpaid Preferred Return, until the Unpaid Preferred Return of the Members is equal to zero;

(b) *second*, to the Members pro rata in accordance with their Unreturned Capital Contributions, until the Unreturned Capital Contributions of the Members is equal to zero; and

(c) *thereafter*, forty percent (40%) to the Managing Member, and sixty percent (60%) to the Members (including the Managing Member), pro rata in accordance with their Percentage Interests.

Section 7.2 Treatment of Intermember Loans in Connection with Distributions of Distributable Cash¶ In connection with the distribution of Distributable Cash pursuant to Section 7.1, in the event there is an outstanding Intermember Loan to a Member pursuant to the provisions hereof, all distributions under Section 7.1 that would otherwise be payable to the Defaulting Member will be deemed distributed to such Defaulting Member, but will be paid instead to the non-Defaulting Member that made such Intermember Loan, until the outstanding balance of the Intermember Loan and all accrued but unpaid interest thereon have been repaid in full.

Section 7.3 Distributions Upon Liquidation¶ Distributions made upon liquidation of the Company shall be made as provided in Section 10.3 not later than the latest time specified for such distributions pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2) to the Members.

Section 7.4 Distribution Rules¶ All amounts withheld pursuant to the Code or any provision of any state or local tax Law with respect to any payment, distribution or allocation by the Company to the Members shall be treated as amounts distributed to the Members pursuant to this Article VII for all purposes of this Agreement. The Company is authorized and directed to withhold from distribution, or with respect to allocations, to the Members and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, state or local Law and shall allocate such amounts to those Members with respect to which such amounts were withheld.

Section 7.5 Limitations on Distribution¶ Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its Membership Interests if such distribution would violate Section 508 of the Act or other applicable Law.

Section 7.6 Distributions in Kind¶ The Managing Member shall have the sole right to determine whether any distribution shall include the distribution of any asset of the Company in kind. If any assets of the Company are distributed in kind pursuant to this Agreement, the amount of Profit or Loss that would have been realized had such assets been sold at their fair market value (as determined by the Managing Member in its sole discretion) shall be allocated to the Capital Accounts of the Members pursuant to this Agreement immediately prior to such distribution.

Section 7.7 Indemnity Obligations¶ Notwithstanding anything else contained in this Agreement, if an indemnity obligation or other liability of the Company arises (such as an indemnity obligation in respect of an investment the proceeds of which have already been distributed to the Members) and the amount of reserves, if any, specifically identified by the Managing Member with respect to such obligation or liability is less than the amount of such obligation or liability, the Managing Member may require the Members to make a contribution to the Company, at any time or from time to time, whether before or after termination of the Company or before or after such Person's withdrawal or resignation from the Company, of all or any portion of the amount of the distributions previously made by the Company to such Member.

ARTICLE VIII BOOKS AND RECORDS; TAX MATTERS

Section 8.1 Books and Records; Tax Matters Partner¶

(a) Proper and complete records and books of account of the Company shall be maintained at the Company's principal place of business or at such other place as the Managing Member (or an authorized Officer) shall determine. Each Member shall be entitled to receive such other information in the possession of the Company or the Managing Member as it may reasonably request regarding the business of the Company from time to time upon reasonable prior written request to the Managing Member. The Company's books of account shall be maintained in U.S. dollars in accordance with generally accepted accounting principles or on such other basis as the Managing Member shall determine.

(b) Any required determination of the value of any or all of the assets of the Company for purposes of this Agreement shall be made by the Managing Member, acting in good faith and using its reasonable discretion, and such determination, absent manifest error, shall be binding on the Company and each Member.

(c) The Managing Member shall be the "partnership representative" for purposes of Section 6223 of the Code (as amended by the Bipartisan Budget Act of 2015) ("Partnership Representative"), and the Members will take such actions as may be necessary, appropriate, or convenient to effect the designation of the Managing Member as such Partnership

Representative. The Partnership Representative shall have full and unlimited discretion to perform any actions or to make any elections and/or decisions which under the Code may be made by a Partnership Representative and the Members shall take such actions requested by the Partnership Representative consistent with such elections and decisions made by the Partnership Representative. All reasonable costs of the Managing Member in connection with its duties as Partnership Representative, including reasonable attorneys' fees, shall be the obligation of and shall be paid or reimbursed by the Company, and shall be funded pro rata between the Members based on the relative Percentage Interests. The provisions with respect to indemnification of the Managing Member set forth herein shall be fully applicable to the Managing Member in its capacity as Partnership Representative.

(d) Each Member shall be entitled to receive with respect to the most recently completed Fiscal Year of the Company, by each March 15 (or thirty (30) days prior to the new filing date in the event of an extension), Form K-1s (and any applicable state and local equivalents and any other information as may be reasonably requested for any Member to comply with their respective U.S., state, local and non-U.S. tax and tax-reporting obligations).

Section 8.2 Fiscal Year¶ Except as otherwise required by the Code, the fiscal year of the Company ("Fiscal Year") for tax and accounting purposes shall be the 12 month (or shorter) period ending on the last day of December of each year.

ARTICLE IX RESTRICTIONS ON TRANSFER

Section 9.1 Certain Restrictions on Transfer or Encumbrance¶ Without the written consent of the Managing Member, no Member shall, directly or indirectly (through the Transfer of equity interests of any Person that holds, or controls any Person that holds, any Membership Interests), make or solicit any Transfer of any Membership Interests beneficially owned by such Member. Notwithstanding the foregoing, an individual that indirectly holds any Membership Interest may Transfer all or any portion of such indirect interest to such Person's parent, sibling, spouse, child, stepchild or grandchild and/or spouse of either a sibling, child, stepchild or grandchild, or a trust for the benefit (exclusively) of any of the foregoing (each, a "Permitted Transfer"). Any Permitted Transfer shall not relieve the Transferor of any of its obligations prior to such Transfer.

Section 9.2 Expenses of Transfer; Indemnification¶ All expenses, including attorneys' fees and expenses, incurred by the Company or the Managing Member in connection with any Transfer shall, unless otherwise agreed in writing by the Managing Member, be borne by the Transferor or such Member's Transferee. In addition, the Transferor and such Transferee shall indemnify the Company in a manner reasonably satisfactory to the Managing Member against any losses, claims, damages or liabilities to which the Company may become subject arising out of or based upon any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of, such Transferor or such Transferee in connection with such Transfer.

Section 9.3 Transfers During a Fiscal Year¶ If any Transfer of a Membership Interest shall occur at any time other than the end of the Fiscal Year, the distributive shares

of the various items of Company income, gain, loss, and expense as computed for tax purposes and the related cash distributions shall be allocated between the Transferor and the Transferee on a basis consistent with applicable requirements under Section 706 of the Code; provided that no such allocation shall be effective unless (a) the Transferor and the Transferee shall have given the Managing Member written notice, prior to the effective date of such Transfer, stating their agreement that such allocation shall be made on such proper basis, (b) the Managing Member shall have consented to such allocation, and (c) the Transferor and the Transferee shall have agreed to reimburse the Managing Member for any incremental accounting fees and other expenses incurred by the Managing Member in making such allocation.

Section 9.4 Improper Transfer or Encumbrance¶ Any attempt not in compliance with this Agreement to make any Transfer of all or any portion of a Member's Membership Interest shall be null and void and of no force and effect, and the purported Transferee shall have no rights or privileges in or with respect to the Company. The Company shall not give any effect in the Company's records to any such attempted Transfer.

ARTICLE X DISSOLUTION, LIQUIDATION AND TERMINATION

Section 10.1 No Dissolution¶ The Company shall not be dissolved by the admission of additional Members in accordance with the terms of this Agreement.

Section 10.2 Events Causing Dissolution¶ The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (a) the determination of the Managing Member to dissolve, wind up and liquidate the Company;
- (b) if at any time there are no Members, unless the Company is continued in accordance with the Act;
- (c) the Transfer of all or substantially all the assets of the Company; or
- (d) the entry of a decree of judicial dissolution under the applicable provisions of the Act.

No other event, including the bankruptcy or insolvency of a Member, shall cause the existence of the Company to terminate.

Section 10.3 Liquidation¶

(a) Upon dissolution of the Company, the Managing Member, or if there are is no Managing Member, a Person approved by the consent of the Members holding a majority of Membership Interests by Percentage Interest (the Managing Member or such Person acting in such capacity, the "Liquidator"), shall immediately proceed to wind up the affairs of the Company.

(b) To the extent that the Liquidator determines that any or all of the assets of the Company shall be sold, such assets shall be sold as promptly as practicable, in a commercially reasonable manner. For purposes of making the liquidating distributions required by this Section 10.3(b), the Liquidator may determine whether to distribute all or any portion of the assets of the Company in kind or to sell all or any portion of the assets of the Company and distribute the proceeds therefrom.

(c) The proceeds of liquidation shall be distributed or paid, as realized, in the following order and priority:

(i) to creditors of the Company (including holders of Membership Interests that are creditors to the extent otherwise permitted by Law), in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof), other than liabilities for distributions to holders of Membership Interests; and

(ii) to the Members in accordance with Section 7.1.

Section 10.4 Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the holders of Membership Interests in the manner provided for in this Article X, and the Articles shall have been cancelled in the manner required by the Act.

Section 10.5 Liquidating Member. The Liquidator is hereby irrevocably appointed as the true and lawful attorney in the name, place and stead of each of the Members, such appointment being coupled with an interest, to make, execute, sign, acknowledge and file with respect to the Company all papers which shall be reasonably necessary or desirable to effect the dissolution and termination of the Company in accordance with the provisions of this Article X. Notwithstanding the foregoing, each Member, upon the request of the Liquidator, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as the Liquidator shall reasonably request to effectuate the proper dissolution and termination of the Company, including the winding up of the business of the Company.

ARTICLE XI LIABILITY AND INDEMNIFICATION

Section 11.1 Liability. To the fullest extent permitted by applicable Law, no Covered Person shall be liable to the Company or any Member for any losses, damages, liabilities, deficiencies, claims, interest, awards, judgment, penalties, costs and expenses (including reasonable attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Article XI Losses") arising from any act or omission performed or omitted by it in connection with this Agreement or the Company's business or affairs, except for any Article XI Losses which have been determined by a court of competent jurisdiction in a final judgment on the merits to be primarily attributable to the gross negligence, bad faith or willful misconduct of such Covered Person (which judgment is not subsequently reversed on appeal). A Covered Person shall not be liable to the Company or any Member for breach of fiduciary duty or

otherwise for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand, restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of a Covered Person.

Section 11.2 Indemnification by the Company¶

(a) To the fullest extent permitted by applicable Law, the Company shall indemnify each Covered Person for all Article XI Losses incurred by such Covered Person by reason of (i) any claim or demand made by any Person arising out of or resulting from any act or omission on the part of the Company, including the breach or failure to perform any agreement or covenant made by the Company and (ii) any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any Article XI Losses incurred by such Covered Person by reason of gross negligence, bad faith or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 11.2 shall be provided out of and to the extent of Company assets only, and no other Covered Person shall have any personal liability on account thereof.

(b) (i) In the event that any claim, demand, action, suit or proceeding shall be instituted or asserted or any Article XI Losses shall arise in respect of which indemnity may be sought by a Covered Person pursuant to Section 11.2(a), such Covered Person shall promptly notify the Company thereof in writing. The failure to provide notice, however, shall not release the Company from any of its obligations hereunder except to the extent that the Company is materially prejudiced by such failure.

(ii) The Company shall have the right to participate in and control the defense of any such claim, demand, action, suit or proceeding and, in connection therewith, to retain counsel reasonably satisfactory to each Covered Person, at the Company's expense, to represent each Covered Person and any others the Company may designate in such claim, demand, action, suit or proceeding. The Company shall keep the Covered Person advised of the status of such claim, demand, action, suit or proceeding and the defense thereof and shall consider in good faith recommendations made by the Covered Person with respect thereto.

(iii) In any such claim, demand, action, suit or proceeding, any Covered Person shall have the right to retain its own counsel at its own expense; provided, however, that the fees and expenses of such Covered Person's counsel shall be at the expense of the Company if (A) each other Member and such Covered Person shall have mutually agreed to the retention of such counsel, (B) the Company shall have failed, within a reasonable time after having been notified of the existence of an indemnified claim, to assume the defense of such indemnified claim or (C) the named parties to any such claim, demand, action, suit or proceeding (including any impleaded parties) include both the Company and such Covered Person and representation of both parties by the same counsel would be inappropriate in the judgment of the Covered Person (as evidenced by an opinion of counsel) due to actual or potential differing interests between them and the Company shall have failed, within a reasonable time after having been notified of the Covered Person's objection under this Section 11.2(b)(iii)(C) to such joint representation, to retain counsel

for such Covered Person reasonably satisfactory to such Covered Person. It is understood that the Company shall not, in respect of the legal expenses of any Covered Person, in connection with any claim, demand, action, suit or proceeding or related claims, demands, actions, suits or proceedings in the same jurisdiction, be liable for the fees and expense of more than one separate firm (in addition to any local counsel reasonably satisfactory to the Company) for all such Covered Persons and that all such fees and expenses shall be reimbursed as they are incurred; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of a Covered Person (as evidenced by an opinion of counsel) for the same counsel to represent such Covered Person and any other Covered Person, then such Covered Person shall be entitled to retain its own counsel, in each jurisdiction for which the Covered Person reasonably determines counsel is required, at the expense of the Company.

(iv) The Company shall not be liable for any settlement of any claim, demand, action, suit or proceeding effected without its written consent (which consent shall not be unreasonably withheld or delayed). The Company shall not enter into any settlement of any pending or threatened claim, demand, action, suit or proceeding in respect of which any Covered Person is seeking indemnification hereunder without the prior written consent of each such Covered Person (which consent shall not be unreasonably withheld or delayed), unless such settlement includes an unconditional release of each such Covered Person from all liability and claims that are the subject matter of such claim, demand, action, suit or proceeding.

(v) No amendment or repeal of any of the provisions of this Agreement shall limit or eliminate the benefits provided to Covered Persons under this Article XI.

Section 11.3 Advancement of Expenses¶ To the fullest extent permitted by applicable Law, expenses (including legal fees) actually and reasonably incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified therefor as authorized in this Article XI.

Section 11.4 Survival. The foregoing provisions of this Article XI shall survive for a period of three (3) years from the date of termination of the Company; provided that if at the end of such period, there are any actions, proceedings or investigations then pending, the Managing Member shall so notify the Members at such time (which notice shall include a brief description of each such action, proceeding or investigation and of the liabilities asserted therein) and the foregoing provisions of this Article XI shall survive with respect to each such action, proceeding or investigation set forth in such notice (or any related action, proceeding or investigation based upon the same or similar claim) until such date that such action, proceeding or investigation is ultimately resolved; and provided further that the provisions of this Article XI shall not affect the obligations of the Members under the Act.

ARTICLE XII OTHER AGREEMENTS

Section 12.1 Further Assurances¶ Each of the Members shall use commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate and make effective the transactions contemplated hereunder. At the request of the Managing Member, each Member shall provide such information about such Member as may be reasonably necessary for the Company to comply with applicable Law (and the Managing Member shall have the right to disclose such information).

Section 12.2 Duties; Opportunities¶

(a) Whenever it is provided in this Agreement that a decision, determination or other action can be made or is to be made by the Managing Member as to any matter, the Managing Member, in making such decision, determination or action shall do so in good faith without any requirement for such decision, determination or other action to be made reasonably. Without limiting the generality of the foregoing, the Managing Member will be presumed to have acted in good faith to the extent it relies on advice from an accountant, auditor, appraiser, valuation firm, investing banker, attorney, or other advisor selected by the Managing Member in good faith.

(b) Except as expressly set forth in this Agreement, nothing shall be deemed to restrict in any way the rights of any Member, or of any Affiliate or associated Person of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable under this Agreement to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. Such Member and its Affiliates and associated Persons may engage in or possess an interest in any other profit-seeking or business ventures, whether or not such ventures are competitive with the Company, and neither the Company nor such Member shall have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to such independent ventures or any income or profits derived therefrom.

Section 12.3 Transactions Between the Company and the Managing Member¶

(a) The Managing Member, its members, and its and their respective Affiliates and associated Persons shall have the right to perform services for, and receive compensation from, the Company, and shall have the right to purchase property from, to sell property or lend funds to, or otherwise deal with the Company, so long as such transactions are conducted on fair market terms.

(b) Notwithstanding the foregoing, the Member's acknowledge and agree that:

(i) the Managing Member shall be entitled to cause Terra CRG, LLC, an affiliate of ATLANTIC INVESTOR ONE LLC, a member of the Managing Member, or a third party identified by ATLANTIC INVESTOR ONE LLC and reasonably acceptable to the Company, to act as the exclusive broker in connection with any sale of the Property, provided, however, that the total aggregate brokerage fees paid to Terra CRG, LLC and/or any third party

appointed as the exclusive broker shall not exceed the lesser of (i) three percent (3%) of the sale price, and (ii) \$500,000.00;

(ii) the Managing Member shall be entitled to appoint BSI, LLC (“BSI”), an Affiliate of the Managing Member, or an Affiliate of BSI, to manage the day-to-day administration of the Property and BSI or such affiliate shall receive from the Company a property management fee equal to four percent (4%) of gross income derived from the Property, exclusive of any income from a sale of all or any part of the Property;

(iii) the Managing Member shall be entitled to appoint ATLANTIC INVESTOR TWO LLC, a member of the Managing Member, or an Affiliate of ATLANTIC INVESTOR TWO LLC controlled by Tucker Reed, to act as the exclusive agent in connection with the rezoning of the Property, provided, however, that ATLANTIC INVESTOR TWO LLC, on behalf of itself, Tucker Reed and their respective Affiliates has waived any and all fees or other compensation for such services; and

(iv) if, in connection with the acquisition of the Property, the Company and/or a single purpose entity formed by the Members and owned 100% by the Company for such purpose, obtains an acquisition loan including, without limitation, subsequent acquisition loans for the Property with an interest rate that is less than 7% per annum, BSI shall be entitled to receive a fee, payable by the Company concurrently with each payment to the lender under each such loan, equal to the difference between (i) the amount of interest that would have been paid to such lender in connection with such payment if the interest rate on each such loan was 7% per annum and (ii) the amount of interest actually paid to such lender in connection with such payment.

Section 12.4 Confidential Information[¶]

(a) Except as otherwise provided in this Section 12.4, each Member shall keep confidential and shall not disclose the specific terms, conditions and provisions of this Agreement, the transactions contemplated hereby, any other agreement referenced herein or relating hereto, and any confidential or proprietary information related to the Company or the others Members received in connection herewith that is proprietary to the Company or such other Member, as applicable (collectively, “Confidential Information”). Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure in breach of this Agreement, (ii) was in a Member’s possession prior to its disclosure to such Member, or (iii) was received by a Member from a Person who is not known by such Member to be bound by an applicable confidentiality agreement. No Member shall use, or permit its officers, directors, members, partners, shareholders, Affiliates, consultants or other representatives to use, Confidential Information other than in connection with the business of the Company.

(b) Notwithstanding Section 12.4(a) but subject to Section 8.1(a), each Member may disclose Confidential Information:

(i) to its employees, officers, members, Affiliates, affiliates of its members, its direct and indirect investors, and to its directors and officers and legal and accounting personnel or outside accountants or lawyers and to the directors and officers and legal and

accounting personnel or outside accountants or lawyers of any Affiliate or direct or indirect investors or other representatives, provided that any such Person is notified of the confidentiality obligations arising under this Agreement and is bound by confidentiality obligations in respect of the Confidential Information no less stringent than the confidentiality obligations contained in this Agreement;

(ii) to regulatory authorities in connection with the preparation or submission of financial reports, tax returns or reports required by law to be submitted or made available to any governmental or regulatory agency;

(iii) as required by Law;

(iv) to the extent consented to by the Managing Member; and

(v) if such Confidential Information specifically relates to a Member, with the consent or agreement of such Member.

(c) Any Member providing Confidential Information to any other Person in accordance with this Section 12.4 shall be liable to the Company and the other Members for, and shall indemnify and hold harmless the Company and the other Members from and against, any and all Article XI Losses sustained or incurred by the Company and such other Members arising out of or otherwise resulting from the disclosure of such Confidential Information to such other Person, or the disclosure by such other Person of Confidential Information, in violation of an applicable confidentiality obligation.

(d) The obligations of each Member under this Section 12.4 shall survive the termination of the Company, such Member's Transfer of its Membership Interests, the withdrawal by such Member from the Company and/or any Person ceasing to be an Affiliate of such Member.

Section 12.5 Non-Disparagement¶ Each Member agrees that such Member both before and after its association with the Company (a) shall not disparage or criticize the Company, any Managing Member, any other Member or any of the Affiliates or the management or business of any of them and (b) will not otherwise intentionally do or say anything intended to harm the business interests or reputation of the Company, any Managing Member, any other Member or any Affiliate of any of them.

ARTICLE XIII GENERAL PROVISIONS

Section 13.1 Amendments and Waivers¶ This Agreement shall not be modified, amended or waived without the consent of all Members, provided that (a) the foregoing sentence shall not limit the application of the provisions of Article III, Article IV or Section 6.3(c), and (ii) as provided in Section 3.1(c), any update to Schedule I made in accordance with this Agreement (including to the reflect the admission of new Members) shall not be deemed an amendment to this Agreement.

Section 13.2 Notices. All notices or other communications required or permitted hereunder shall be sufficiently given (a) if delivered personally to the Member's address set forth

on Schedule I (or such other address as may be provided to the Managing Member from time to time), (b) when transmitted by e-mail with confirmation of delivery to the email address set forth on Schedule I (or such other email address as may be provided to the Managing Member from time to time), with hard copy following to the Member's address set forth on Schedule I (or such other address as may be provided to the Managing Member from time to time), (c) when transmitted via telecopy to the telecopier number as the parties hereto may from time to time provide (with hard copy following to the Member's address set forth on Schedule I (or such other address as may be provided to the Managing Member from time to time)), or (d) the day following the day on which the notice or other communication has been delivered prepaid to a national or international overnight air courier service to the Member's address set forth on Schedule I (or such other address as may be provided to the Managing Member from time to time).

Section 13.3 Interpretation¶ When a reference is made in this Agreement to a Section or Article such reference shall be to a Section or Article of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement, the Schedule or the Annex are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Any capitalized terms used in the Schedule or Annex but not otherwise defined therein shall have the meaning as defined in Article I. The Schedule and Annex are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement mean "including, without limitation," unless otherwise specified.

Section 13.4 Entire Agreement¶ This Agreement (including the Schedule and Annex hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties hereto with respect to the subject matter hereof.

Section 13.5 Third-Party Beneficiaries¶ Except as provided in Article XI, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 13.6 Governing Law; Venue and Jurisdiction¶ This Agreement shall be governed by, and construed in accordance with, the laws and decisions of the State of New York, without regard to conflict of law rules applied in such state. All actions and proceedings arising out of, or relating to, this Agreement shall be heard and determined in any state or federal court sitting in New York, New York. The undersigned, by their execution and delivery of this Agreement, expressly and irrevocably consent and submit to the personal jurisdiction of any of such courts in any such action or proceeding. The undersigned hereby expressly and irrevocably waive any claim or defense in any such action or proceeding based on any alleged lack of proper venue or forum non conveniens or any similar basis.

Section 13.7 Waiver of Jury Trial¶ EACH OF THE MEMBERS HEREBY WAIVES TRIAL BY JURY IN ANY ACTION ARISING OUT OF MATTERS RELATED TO THIS AGREEMENT, WHICH WAIVER IS INFORMED AND VOLUNTARY.

Section 13.8 Successors, Assigns and Transferees. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Members may assign their respective rights and obligations hereunder to any Transferees only to the extent expressly provided herein.

Section 13.9 Counterparts¶ This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Facsimile or portable document format (PDF) copies of this Agreement shall have the same force and effect as an original.

[The remainder of this page is intentionally left blank.]

The parties hereto, intending to be legally bound, have entered into this Agreement as of the date first written above.

AS MANAGING MEMBER:

ATLANTIC BROOKLYN MANAGEMENT, LLC

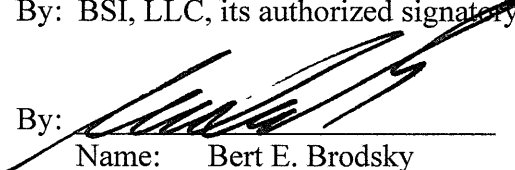
By: BSI, LLC, its authorized signatory

By: 
Name: Bert E. Brodsky
Title: Manager

AS MEMBERS:

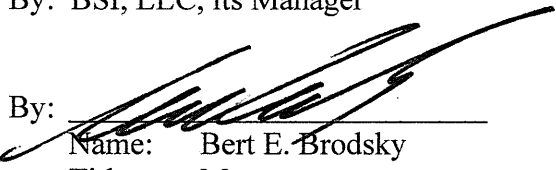
ATLANTIC BROOKLYN MANAGEMENT, LLC

By: BSI, LLC, its authorized signatory

By: 
Name: Bert E. Brodsky
Title: Manager

ATLANTIC AVE INVESTORS, LLC

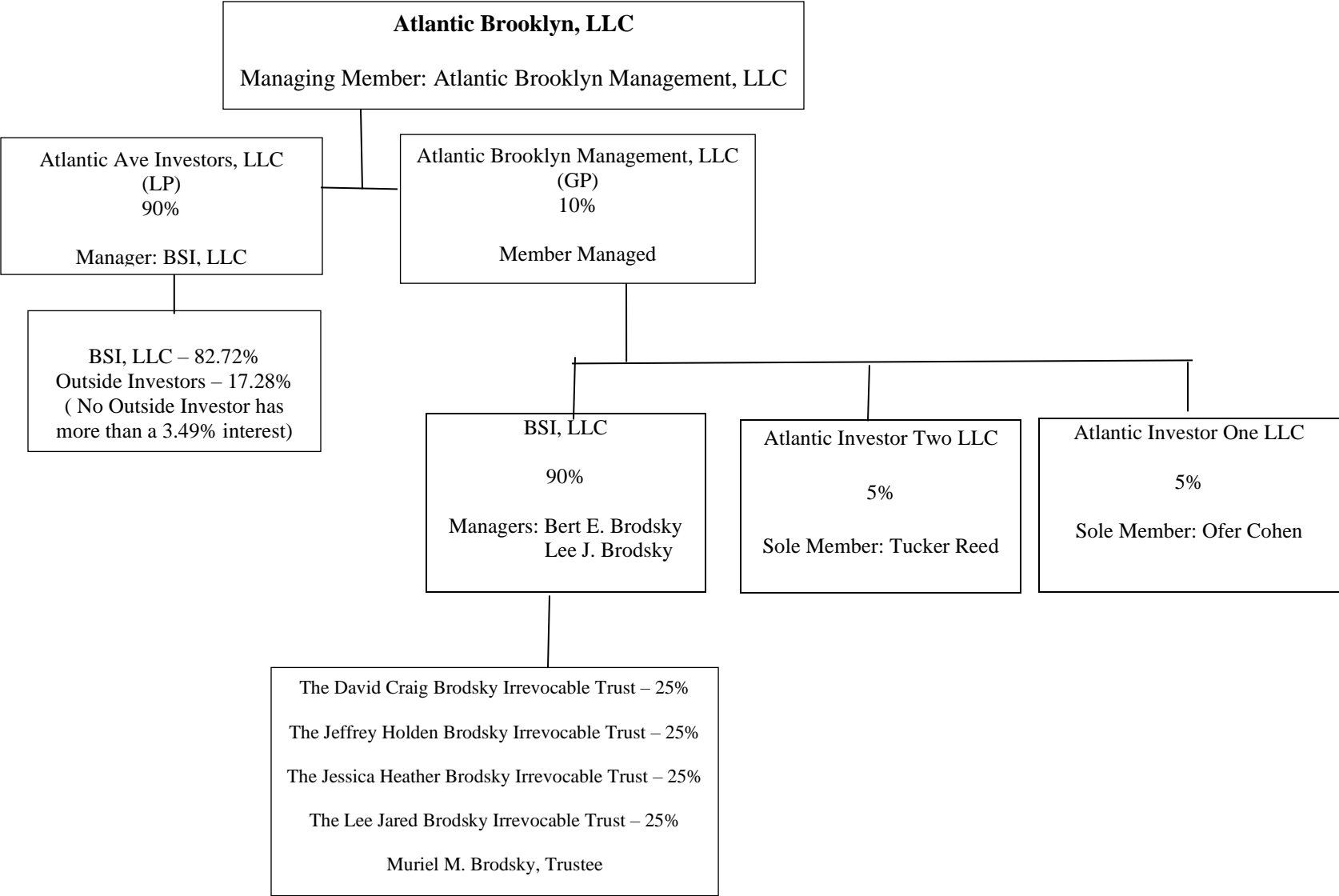
By: BSI, LLC, its Manager

By: 
Name: Bert E. Brodsky
Title: Manager

SCHEDULE I

SCHEDULE OF MEMBERS

MEMBER NAME AND ADDRESS	CAPITAL CONTRIBUTIONS	PERCENTAGE INTEREST
ATLANTIC BROOKLYN MANAGEMENT, LLC 26 Harbor Park Drive Port Washington, New York Attn: Keyvan Ghaytanchi, Esq. Email: kghaytanchi@bebcapital.com Fax: (516) 207-7427		10%
ATLANTIC AVE INVESTORS, LLC 26 Harbor Park Drive Port Washington, New York Attn: Lee J. Brodsky Email: lbrodsky@bebcapital.com Fax: (516) 207-7427		90 %
Total	\$	100%





ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Section 4

VOLUNTEER STATEMENT

The Requestor qualifies as a “volunteer” because all disposals of hazardous substances occurred prior to the time the Requestor acquired title to the site and does not have any affiliation with any responsible party. Since taking title, Requestor has exercised appropriate care performing voluntary investigation/remediation, disclosing the results to NYSDEC, and is addressing the contaminants detected during its investigation. As such, the Requestor qualifies as a Volunteer as defined in ECL 27-1405(1)(b).



ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Section V

TAX BLOCK AND LOT (SBL)

Parcel Address	Section No.	Block No.	Lot No.	Acreage
1065 Atlantic Ave, Brooklyn, NY	3	2020	68	0.131
1059 Atlantic Ave, Brooklyn, NY	3	2020	73	0.039
1053 & 1057 Atlantic Ave, Brooklyn, NY	3	2020	74	0.118



ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Section V

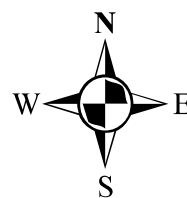
PROOF OF LOT MERGER

NYC Digital Tax Map










Effective Date : 12-27-2021 09:40:40

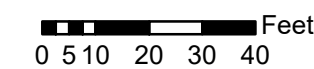
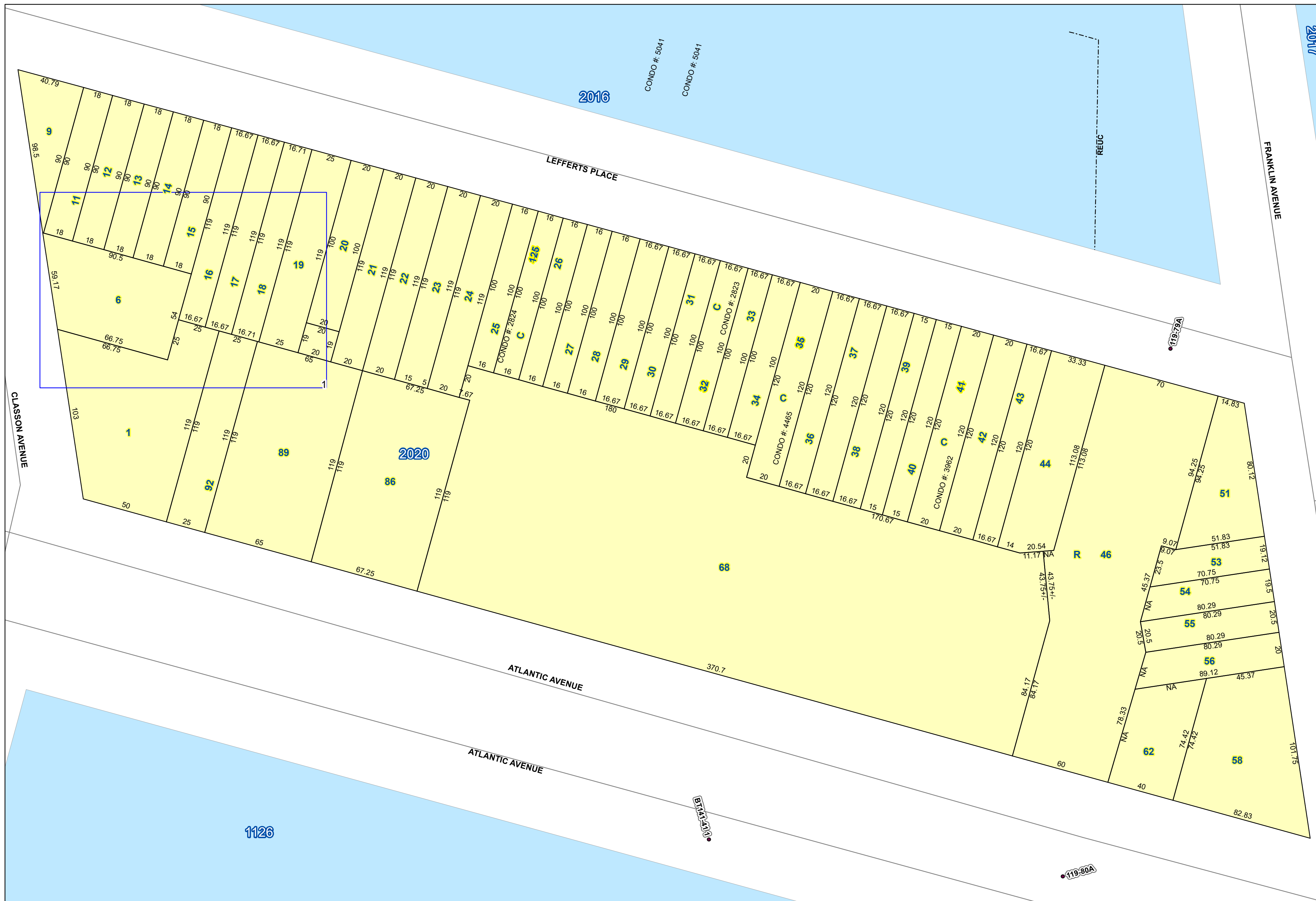
End Date : Current

Brooklyn Block: 2020



Legend

- | | |
|---|---------------------------|
|  | Streets |
|  | Miscellaneous Text |
|  | Possession Hooks |
|  | Boundary Lines |
|  | Lot Face Possession Hooks |
|  | Regular |
|  | Underwater |
|  | Tax Lot Polygon |
| | Condo Number |
|  | Tax Block Polygon |





ATTACHMENT TO BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION
TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Site Code: C224305

Questions for Site Seeking Tangible Property Credits in New York City Only

The site has a planned affordable housing component. Proof of affordable housing project shall be submitted to NYSDEC once the agreements are in place.