

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL §27-1401 *et seq.*

In the Matter of a Remedial Program for

**AMENDMENT 1 TO BROWNFIELD
SITE CLEANUP AGREEMENT
Index No. C241048-11-17**

Belle Harbor Shopping Center

DEC Site Nos: C241048

Located at: 112-15 Beach Channel Drive
Far Rockaway, NY 11694

Hereinafter referred to as "Site"

by: Ahold U.S.A., Inc./The Stop & Shop Supermarket Company LLC
1385 Hancock Street
Quincy, MA 02169

Hereinafter referred to as "Applicant"

WHEREAS, the Department of Environmental Conservation ("Department") is authorized to administer the Brownfield Cleanup Program ("BCP") set forth in Article 27, Title 14 of the Environmental Conservation Law ("ECL"); and

WHEREAS, the Department and the Applicant seek to amend the existing Brownfield Cleanup Agreement (BCA) for the Site, based on a modification to the site boundary.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Paragraph III. of the Brownfield Cleanup Agreement is revised to read as follows:

"III. Real Property

The Site subject to this Brownfield Cleanup Agreement (the "BCA" or "Agreement") consists of approximately 4.32 acres, a Map of which is attached as Exhibit "A", and is described as follows:

Tax Map/Parcel No.: Portion of 16166-434
Street Number: 112-15 Beach Channel Drive, Belle Harbor
Owner: Benenson Belle Harbor, LLC"

II. Exhibit "A" to the BCA is hereby deleted and Exhibit A, Amended Site Figure, attached hereto is substituted therefor.

III. Miscellaneous

A. Except for the modifications set forth herein, the original Agreement shall remain in full force and effect and the terms thereof and the obligations therein are incorporated herein and shall apply with the same force and effect to the provisions of this Amendment. The terms of the original Agreement, including all exhibits, appendices and subsequent modifications, are not otherwise modified or expanded in any way.

B. The terms herein shall constitute this complete and entire Amendment of the Agreement. No term, condition, understanding or agreement purporting to modify the terms of the Agreement shall be binding unless subscribed to by both parties in accordance with the terms of the Agreement.

C. The effective date of this Amendment is the date it is signed by the Commissioner or the Commissioner's designee.

D. This Amendment may be signed in counterparts.

DATED: 1/28/2026

THIS BROWNFIELD CLEANUP AGREEMENT
AMENDMENT IS HEREBY APPROVED, Acting by and
Through the Department of Environmental Conservation as
Designee of the Commissioner,

By:



Janet Brown, Assistant Division Director
Division of Environmental Remediation

CONSENT BY APPLICANT

Applicant hereby consents to the issuing and entering of this Amendment to the Brownfield Cleanup Agreement, waives Applicant's right to a hearing herein as provided by law, and agrees to be bound by this Agreement.

Ahold U.S.A., Inc./The Stop & Shop Supermarket Company LLC

By: Mary Lynn Phillips

Title: SVP FINANCE

Date: 11-21-25

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF NORFOLK)

) ss:
)

On the 21st day of November in the year 2025, before me, the undersigned notary public, personally appeared Mary Lynn Phillips, as SVP Finance of Ahold U.S.A., Inc./The Stop & Shop Supermarket Company LLC, proved to me on the basis of satisfactory evidence of identification, which was a driver's license, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same voluntarily for its stated purpose as SVP Finance of Ahold U.S.A., Inc./The Stop & Shop Supermarket Company LLC.



Keri D. Rowell
Signature and Office of individual taking acknowledgment

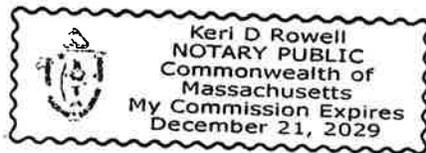
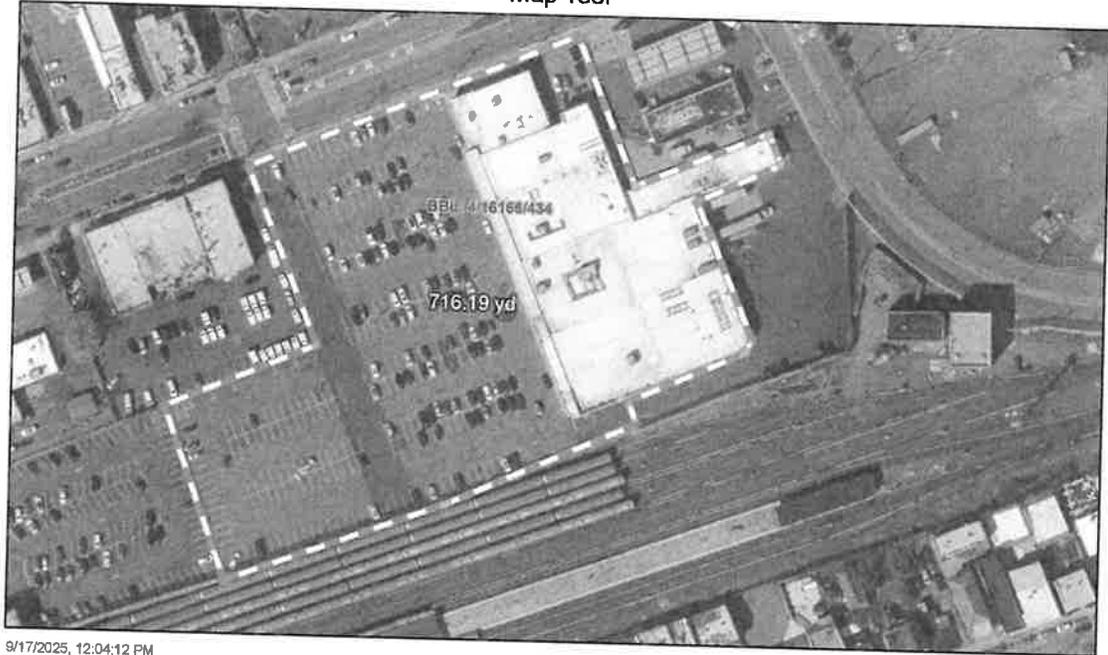


EXHIBIT A AMENDED SITE FIGURE

Map Tool



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