

OFFICE OF GENERAL COUNSEL

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1500
Phone: (518) 402-9185 • Fax: (518) 402-9018
www.dec.ny.gov

July 20, 2015

SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ms. Linda R. Shaw, Esq.
Knauf Shaw, LLP
1400 Crossroads Building
2 State St.
Rochester, NY 14614

RE: Environmental Easement Package
Site Name: Silver Star Motors
Site No.: C241156

Dear Ms. Shaw:

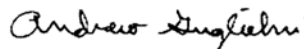
Enclosed, please find the fully executed Environmental Easement, TP 584 and NYC-RPT form referencing the Silver Star Motors Site located at 37-14 36th St., New York, NY.

Once the Environmental Easement is recorded, the local municipality will need to be notified via Certified Mail, Return Receipt Requested.

Please return a copy of the recorded easement marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notice. The information from the recorded easement and notices are necessary to process the Certificate of Completion.

If you have any further questions or concerns relating to this matter, please contact our office at 518-402-9510.

Sincerely,



Andrew Guglielmi
Associate Attorney
Bureau of Remediation



Department of
Environmental
Conservation

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 14th day of July, 2015 between Owner(s) Jans Realty, L.P., having an office at 49 Rolling Hill Lane, Old Westbury, New York 11568, County of Nassau, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 37-14 36th Street in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 377 Lot 23, being the same as that property conveyed to Grantor by deed dated July 1, 2002 and recorded in the City Register of the City of New York in Liber and Page 6524/1751. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.4698 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 13, 2015 prepared by Richard Tom, NYSPLS of Perfect Point Land Surveying, RT, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C241156-03-14, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held
by the New York State Department of Environmental Conservation**

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C241156
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Jans Realty, L.P.:

By: 

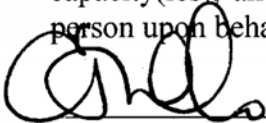
Print Name: Michael Cohen

Title: Partner Date: 6/29/15

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester)

On the 29 day of June, in the year 2015, before me, the undersigned, personally appeared Michael Cohen personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

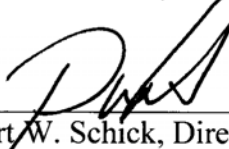


Notary Public - State of New York

CARMELA T. MORELLO
Notary Public, State of New York
No. 4969878
Qualified in Westchester County
Commission Expires July 30, 2018

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

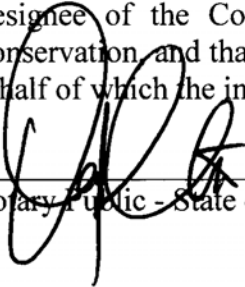
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 14th day of July, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE FIRST WARD OF THE BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF NORTHERN BOULEVARD, FORMERLY JACKSON AVENUE, WITH THE WESTERLY SIDE OF 36TH STREET, FORMERLY 7TH AVENUE:

RUNNING THENCE NORTHERLY ALONG THE WESTERLY SIDE OF 36TH STREET 165.98 FEET;

THENCE WESTERLY ALONG A LINE FORMING INTERIOR ANGLE OF 94°45'50" WITH THE WESTERLY SIDE OF 36TH STREET, 101.57;

THENCE SOUTHERLY ALONG LINE FORMING AN INTERIOR ANGLE OF 85°14'10" WITH THE PRECEDING COURSE AND PART OF THE DISTANCE THROUGH A PARTY WALL. 74.50 FEET;

THENCE EASTERLY AT RIGHT ANGLES TO THE PRECEDING COURSE, 0.50 FEET;

THENCE SOUTHERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 122°55'43" WITH THE NORTHERLY SIDE OF NORTHERN BOULEVARD AND AT RIGHT ANGLES TO THE PRECEDING COURSE, 165.14 FEET TO THE NORTHERLY SIDE OF NORTHERN BOULEVARD;

THENCE EASTERLY ALONG THE NORTHERLY SIDE OF NORTHERN BOULEVARD, 120 FEET TO THE CORNER AT THE POINT OR PLACE OF **BEGINNING,**

Containing 0.4698 acres.

**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☒ Single member LLC ☐ Other	Name (if individual, last, first, middle initial) (☒ check if more than one grantor)		Social security number	
	36 STREET QDP LLC			
	Mailing address 49 ROLLING HILL LANE		Social security number	
	City	State	ZIP code	Federal EIN
OLD WESTBURY	NY	11568	46	4275795
Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN	
COHEN, MICHAEL			125-36-2181	
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	Name (if individual, last, first, middle initial) (☐ check if more than one grantee)		Social security number	
	PEOPLE OF STATE OF NY THRU COMMISSIONER OF NYSDEC			
	Mailing address 625 BROADWAY, 14TH FLOOR		Social security number	
	City	State	ZIP code	Federal EIN
ALBANY	NY	12233-1500	14	6013200
Single member's name if grantee is a single member LLC (see instructions)			Single member EIN or SSN	

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
4 - 377 - 23	650000	37-14 36TH STREET	NEW YORK	QUEENS

Type of property conveyed (check applicable box)

1 ☐ One- to three-family house	5 ☒ Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> <tr> <td></td> <td></td> <td>2015</td> </tr> </table>	month	day	year			2015	Percentage of real property conveyed which is residential real property _____ 100.00 % (see instructions)
month	day		year						
			2015						
2 ☐ Residential cooperative	6 ☐ Apartment building								
3 ☐ Residential condominium	7 ☐ Office building								
4 ☐ Vacant land	8 ☐ Other _____								

Condition of conveyance (check all that apply) f.

a. ☐ Conveyance of fee interest	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. ☐ Option assignment or surrender
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)	g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. ☐ Leasehold assignment or surrender
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)	h. ☐ Conveyance of cooperative apartment(s)	n. ☐ Leasehold grant
d. ☐ Conveyance to cooperative housing corporation	i. ☐ Syndication	o. ☒ Conveyance of an easement
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. ☐ Conveyance of air rights or development rights	p. ☒ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. ☐ Contract assignment	q. ☐ Conveyance of property partly within and partly outside the state
		r. ☐ Conveyance pursuant to divorce or separation
		s. ☐ Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ Schedule B., Part II \$		

201506020048730105

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0 00
2.	0 00
3.	0 00
4.	0 00
5.	0 00
6.	0 00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	0 00
2.	0 00
3.	0 00

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☒
- b. Conveyance is to secure a debt or other obligation b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

201506020048730105

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

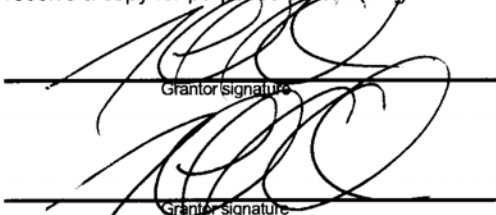
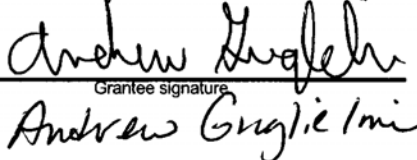
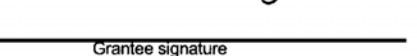
1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

	Member Title		Attorney Title
Grantor signature		Grantee signature	
	Member Title		
Grantor signature		Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

2015060200487301

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES

NOTE

If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

Grantor/Transferor ☐ Individual ☐ Corporation ☒ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name (if individual, last, first, middle initial) JANS REALTY L.P.	Social security number
	Mailing address 49 ROLLING HILL LANE	Social security number
	City OLD WESTBURY State NY ZIP code 11568	Federal EIN 36 4499178
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN

REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

▲ DO NOT WRITE IN THIS SPACE ▲
FOR OFFICE USE ONLY

GRANTOR

● Name **36 STREET QDP LLC**

● Grantor is a(n): ☐ individual ☐ partnership ☐ corporation
(check one) ☒ single member LLC ☐ multiple member LLC ☐ other _____

● Permanent mailing address after transfer (number and street) **49 ROLLING HILL LANE**

● City and State **OLD WESTBURY, NY**

● Single member's name if grantor is a single member LLC
MICHAEL COHEN

Telephone Number **718-361-2332**

Zip Code **11568**

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

4 6 4 2 7 5 7 9 5

SINGLE MEMBER EIN OR SSN

125-36-2181

GRANTEE

● Name **PEOPLE OF STATE OF NY THRU COMMISSIONER OF NYSDEC**

● Grantee is a(n): ☐ individual ☐ partnership ☐ corporation
(check one) ☐ single member LLC ☐ multiple member LLC ☒ other _____

● Permanent mailing address after transfer (number and street) **625 BROADWAY, 14TH FLOOR**

● City and State **ALBANY, NY**

● Single member's name if grantee is a single member LLC

Telephone Number **518-402-9518**

Zip Code **12233-1500**

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

1 4 6 0 1 3 2 0 0

SINGLE MEMBER EIN OR SSN

PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	Assessed Value of Property
37-14 36TH STREET		QUEENS	377	23	1	6,500	334,800.00

● DATE OF TRANSFER TO GRANTEE: **6/4/2015**

● PERCENTAGE OF INTEREST TRANSFERRED: **100 %**

CONDITION OF TRANSFER. See Instructions

● Check (✓) all of the conditions that apply and fill out the appropriate schedules on pages 5-11 of this return. Additionally, Schedules 1 and 2 must be completed for all transfers.

- | | |
|---|---|
| a. ☐Arms length transfer | n. ☐Correction deed |
| b. ☐Transfer in exercise of option to purchase | o. ☐Transfer by or to a tax exempt organization (complete Schedule G, page 8). |
| c. ☐Transfer from cooperative sponsor to cooperative corporation | p. ☐Transfer of property partly within and partly without NYC |
| d. ☐Transfer by referee or receiver (complete Schedule A, page 5) | q. ☐Transfer of successful bid pursuant to foreclosure |
| e. ☐Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I, page 9) | r. ☐Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security |
| f. ☐Deed in lieu of foreclosure (complete Schedule C, page 6) | s. ☐Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M, page 9) |
| g. ☐Transfer pursuant to liquidation of an entity (complete Schedule D, page 6) | t. ☐Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R, pages 10 and 11) |
| h. ☐Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E, page 7) | u. ☐Other transfer in connection with financing (describe): _____ |
| i. ☐Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will) | v. ☐A grant or assignment of a leasehold interest in a tax-free NY area |
| j. ☐Gift transfer not subject to indebtedness | w. ☒Other (describe): ENVIRONMENTAL EASEMENT TO STATE OF NY THRU NYSDEC |
| k. ☐Gift transfer subject to indebtedness | |
| l. ☐Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F, page 7) | |
| m. ☐Transfer to a governmental body | |

● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)																														
a. ☐ 1-3 family house b. ☐ Individual residential condominium unit c. ☐ Individual cooperative apartment d. ☐ Commercial condominium unit e. ☐ Commercial cooperative f. ☐ Apartment building g. ☐ Office building h. ☐ Industrial building i. ☐ Utility j. ☒ OTHER. (describe): <u>COMMERCIAL REAL ESTATE</u>	Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 70%; text-align: left;">REC.</th> <th style="width: 20%; text-align: center;">NON REC.</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>☐ Fee</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>b.</td> <td>☐ Leasehold Grant</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>c.</td> <td>☐ Leasehold Assignment or Surrender</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>d.</td> <td>☒ Easement</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>e.</td> <td>☐ Subterranean Rights</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>f.</td> <td>☐ Development Rights</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>g.</td> <td>☐ Stock</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>h.</td> <td>☐ Partnership Interest</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>i.</td> <td>☐ OTHER. (describe):</td> <td style="text-align: center;">☐</td> </tr> </tbody> </table>		REC.	NON REC.	a.	☐ Fee	☐	b.	☐ Leasehold Grant	☐	c.	☐ Leasehold Assignment or Surrender	☐	d.	☒ Easement	☐	e.	☐ Subterranean Rights	☐	f.	☐ Development Rights	☐	g.	☐ Stock	☐	h.	☐ Partnership Interest	☐	i.	☐ OTHER. (describe):	☐
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g.	☐ Stock	☐																													
h.	☐ Partnership Interest	☐																													
i.	☐ OTHER. (describe):	☐																													

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 11.
 ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash.....	● 1.	0 00
2. Purchase money mortgage.....	● 2.	0 00
3. Unpaid principal of pre-existing mortgage(s)	● 3.	0 00
4. Accrued interest on pre-existing mortgage(s)	● 4.	0 00
5. Accrued real estate taxes	● 5.	0 00
6. Amounts of other liens on property	● 6.	0 00
7. Value of shares of stock or of partnership interest received	● 7.	0 00
8. Value of real or personal property received in exchange.....	● 8.	0 00
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee	● 9.	0 00
10. Other (describe):	● 10.	0 00
11. TOTAL CONSIDERATION (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions)	● 11.	\$ 0 00

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX

A. Payment	Pay amount shown on line 12 - See Instructions	Payment Enclosed
1. Total Consideration (from line 11, above).....	● 1.	0 00
2. Excludable liens (see instructions)	● 2.	0 00
3. Consideration (Line 1 less line 2)	● 3.	0 00
4. Tax Rate (see instructions)	● 4.	0 %
5. Percentage change in beneficial ownership (see instructions)	● 5.	100 %
6. Taxable consideration (multiply line 3 by line 5)	● 6.	0 00
7. Tax (multiply line 6 by line 4)	● 7.	0 00
8. Credit (see instructions)	● 8.	0 00
9. Tax due (line 7 less line 8) (if the result is negative, enter zero)	● 9.	0 00
10. Interest (see instructions)	● 10.	0 00
11. Penalty (see instructions)	● 11.	0 00
12. Total Tax Due (add lines 9, 10 and 11)	● 12.	\$ 0 00

SCHEDULE 3 - TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES**NOTE**

If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

GRANTOR(S)

● Name JANS REALTY L.P.		SOCIAL SECURITY NUMBER 	
● Grantor is a(n): ☐ individual ☒ partnership ☐ corporation (check one) ☐ single member LLC ☐ multiple member LLC ☐ other _____		Telephone Number 718-361-2332	
● Permanent mailing address <u>after</u> transfer (number and street) 49 ROLLING HILL LANE			
● City and State OLD WESTBURY, NY		Zip Code 11568	
● Single member's name if grantor is a single member LLC 			

● Name		SOCIAL SECURITY NUMBER 	
● Grantor is a(n): ☐ individual ☐ partnership ☐ corporation (check one) ☐ single member LLC ☐ multiple member LLC ☐ other _____		Telephone Number	
● Permanent mailing address <u>after</u> transfer (number and street)			
● City and State		Zip Code	
● Single member's name if grantor is a single member LLC 			

GRANTEE(S)

● Name		SOCIAL SECURITY NUMBER 	
● Grantee is a(n): ☐ individual ☐ partnership ☐ corporation (check one) ☐ single member LLC ☐ multiple member LLC ☐ other _____		Telephone Number	
● Permanent mailing address <u>after</u> transfer (number and street)			
● City and State		Zip Code	
● Single member's name if grantee is a single member LLC 			

● Name		SOCIAL SECURITY NUMBER 	
● Grantee is a(n): ☐ individual ☐ partnership ☐ corporation (check one) ☐ single member LLC ☐ multiple member LLC ☐ other _____		Telephone Number	
● Permanent mailing address <u>after</u> transfer (number and street)			
● City and State		Zip Code	
● Single member's name if grantee is a single member LLC 			

GRANTOR'S ATTORNEY ▼

Name of Attorney		Telephone Number ()	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	OR	SOCIAL SECURITY NUMBER
			- -

GRANTEE'S ATTORNEY ▼

Name of Attorney		Telephone Number ()	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	OR	SOCIAL SECURITY NUMBER
			- -

CERTIFICATION ▼

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to

before me on this 3rd dayof June, 2015.

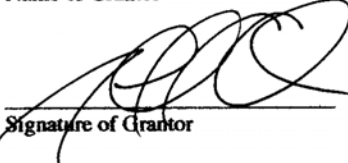

Signature of Notary

46-4275795

EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBER

36 STREET QDP LLC

Michael Cohen
Name of Grantor



Signature of Grantor

GRANTEE

Sworn to and subscribed to

before me on this 10th dayof July, 2015.


Signature of Notary

14-6013200

EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBERPEOPLE OF STATE OF NY
THRU COMMISSIONEROF NYSDEC
Name of Grantee
Andrew Guglielmi
Signature of Grantee

Signature of Grantee



CARMELA T. MORELLO
Notary Public, State of New York
No. 4969878
Qualified in Westchester County
Commission Expires July 30, 2018



PATRICK EUGENE FOSTER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN KINGS COUNTY
NO. 02F06278032
COMMISSION EXPIRES 03/18/2017

CERTIFICATION

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTORS

36-4499178	JANS REALTY L.P.	
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor

GRANTEES

EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
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EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee

Supporting Document to NYC-RPT

Partnership List

Grantor: JANS REALTY L.P., EIN 36-4499178

General Partner of Grantor: JNS REALTY CORP., EIN 03-0473521