



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 purpose of this BCP Application to Amend is to reflect a change in site ownership and to add one new Remedial Party to the BCA:

1) On 6/30/2020, the prior Site Owner, "2632 Jackson LLC", transferred ownership of the BCP Site to "2632 Property Owner LLC". The new site owner, "2632 Property Owner LLC" is an affiliate of the Existing Applicant, "26-32 Jackson Ave LLC", and ownership of the BCP Site remains within the same organizational family.

2) The new owner, "2632 Property Owner LLC", will also be added to the BCA as new Remedial Party. The Existing Applicant, "26-32 Jackson Ave LLC", will remain a Remedial Party of this BCP Site.

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: 26-32 Jackson Avenue		BCP SITE NUMBER: C241217
NAME OF CURRENT APPLICANT(S): 26-32 Jackson Ave LLC		
INDEX NUMBER OF AGREEMENT: C241217-01-19		DATE OF ORIGINAL AGREEMENT: 2/1/2019
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME 2632 Property Owner LLC		
ADDRESS 675 Third Avenue, Suite 2800		
CITY/TOWN New York, NY		ZIP CODE 10017
PHONE (516) 829-5883 / (212) 257-6868	FAX	E-MAIL albert.shirian@lionsgroupnyc.com / hal@fetner.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • 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. SEE EXHIBIT A		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Albert Shirian, Harold Fetner		
ADDRESS 675 Third Avenue, Suite 2800		
CITY/TOWN New York, NY		ZIP CODE 10017
PHONE (516) 829-5883 / (212) 257-6868	FAX	E-MAIL albert.shirian@lionsgroupnyc.com / hal@fetner.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Mimi Raygorodetsky, Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.		
ADDRESS 360 West 31st Street, 8th Floor		
CITY/TOWN New York, NY		ZIP CODE 10001
PHONE (917) 952-9906	FAX	E-MAIL mraygorodetsky@langan.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Michael Bogin		
ADDRESS 560 Lexington Ave., 15th Floor		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE (646) 378-7210	FAX	E-MAIL mbogin@sprlaw.com
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? SEE EXHIBIT A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: "2632 Property Owner LLC" is the current owner of the BCP Site and is an affiliate entity of the Existing Applicant, "26-32 Jackson Ave LLC".		

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) 2632 Property Owner LLC

ADDRESS 675 Third Avenue, Suite 2800

CITY/TOWN New York, NY

ZIP CODE 10017

PHONE (516) 829-5883 / (212) 257-6868

FAX

E-MAIL albert.shirian@lionsgroupnyc.com / hal@fetner.com

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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.

SEE EXHIBIT B

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 **N/A - SEE EXHIBIT C FOR DEED OF 2632 PROPERTY OWNER LLC**

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

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

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:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

☐

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

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

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: _____

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: 26-32 Jackson Avenue	BCP SITE NUMBER: C241217
NAME OF CURRENT APPLICANT(S): 26-32 Jackson Ave LLC	
INDEX NUMBER OF AGREEMENT: C241217-01-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 2/1/2019	

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 Authorized Signatory) of (entity 2632 Property Owner LLC); 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.

Our _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/30/22 Signature: _____

Print Name: Albert Shirian, Harold Fetner

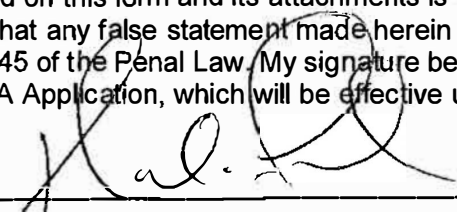
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 26-32 Jackson Avenue	BCP SITE NUMBER: C241217
NAME OF CURRENT APPLICANT(S): 26-32 Jackson Ave LLC	
INDEX NUMBER OF AGREEMENT: C241217-01-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 2/1/2019	

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: 3/29/2022	Signature: 
Print Name: Harold Fetner	
(Entity)	
I hereby affirm that I am (title <u>Authorized Signatory</u>) of (entity <u>2632 Property Owner 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.	
Our signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: 3/29/2022	Signature: 
Print Name: Albert Shirian, Harold Fetner	

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

(Individual)

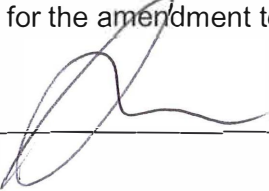
I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application,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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 26-32 Jackson Ave 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. Albert Shirian's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/30/22 Signature: 

Print Name: Albert Shirian

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: 2/1/2019

Signature by the Department:

DATED: May 16, 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:** Albany

PROJECT MANAGER: Michael MacCabe

BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement. NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners' names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

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 Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address. Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.
Provide information for the requestor's attorney.

Please provide 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.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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.

If the 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. A purchase contract does not suffice as proof of access.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

This page should only be completed if:

a. The site is located in the five boroughs comprising New York City

AND

b. The site does not currently have an eligibility determination for tangible property credits.

PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

Exhibit A:

NYSDOS Print-out for
2632 Property Owner LLC,
Written Consent, and
Organizational Structure

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: 2632 PROPERTY OWNER LLC	DOS ID: 5773540
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 802 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 06/24/2020	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 06/24/2020	INACTIVE DATE:
FOREIGN FORMATION DATE: 06/23/2020	STATEMENT STATUS: CURRENT
COUNTY: NEW YORK	NEXT STATEMENT DUE DATE: 06/30/2022
JURISDICTION: DELAWARE, UNITED STATES	NFP CATEGORY:

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

Service of Process Name and Address

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, 12207 - 2543

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

WRITTEN CONSENT OF SOLE MEMBER

The undersigned, being the members and managers of 2632 Developer LLC, which is the sole member (“Sole Member”) of 2632 Property Owner LLC, a Delaware limited liability corporation authorized to do business in New York (the “Company”), do hereby resolve that:

1. Albert Shirian and Harold Fetner are representatives of the Company and have the full power and authority on behalf of the Company, each as an authorized signatory (“Authorized Signatory”), to:
 - a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program (“BCP”);
 - b. Enter into agreements with the New York State Department of Environmental Conservation (“DEC”) in connection with the Company’s participation in the BCP;
 - c. Execute any and all documents in connection with the Company’s participation in the BCP, including but not limited to applications, agreements, easements and tax returns;
 - d. Take any action necessary to the furtherance of the Company’s participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.
2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.
3. The undersigned hereby represent and warrant that (i) the undersigned are the members and managers of 2632 Developer LLC, which is the Sole Member of the Company; and (ii) the consent of the undersigned is sufficient to authorize 2632 Developer LLC to authorize the Company to take the aforementioned actions.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent in the capacity noted below as of this 30th day of March, 2022.

[SIGNATURE PAGE FOLLOWS]

2632 Developer LLC

By: 2632 Jackson LLC,
a New York limited liability company, a Managing Member

By:  _____

Name: Albert Shirian

Title: Authorized Person

By: Genco Jackson LLC,
a Delaware limited liability company, a Managing Member

By: SFA Holdings LLC,
a New York limited liability company, its manager

By: _____

Name: Harold Fetner

Title: Manager

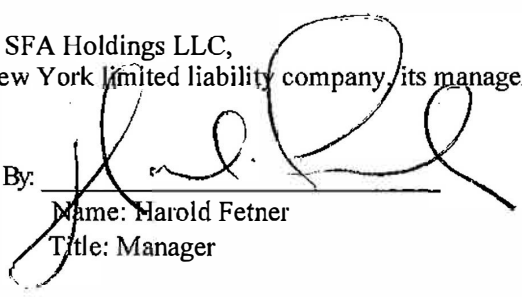
2632 Developer LLC

By: 2632 Jackson LLC,
a New York limited liability company, a Managing Member

By: _____
Name: Albert Shirian
Title: Authorized Person

By: Genco Jackson LLC,
a Delaware limited liability company, a Managing Member

By: SFA Holdings LLC,
a New York limited liability company, its manager

By:  _____
Name: Harold Fetner
Title: Manager

LIMITED LIABILITY COMPANY AGREEMENT
OF
2632 PROPERTY OWNER LLC

This LIMITED LIABILITY COMPANY AGREEMENT OF 2632 PROPERTY OWNER LLC (the “Company”), is dated as of June 30, 2020 (this “Agreement”), by 2632 Developer LLC, a Delaware limited liability company, as the sole member of the Company (the “Member”).

RECITALS:

WHEREAS, the Company was formed pursuant to the Delaware Limited Liability Company Law, as amended from time to time (the “Act”), and there has been filed a Certificate of Formation of the Company (the “Certificate of Formation”) with the office of the Secretary of State of the State of Delaware; and

WHEREAS, the Member desires to operate the Company as a limited liability company under the Act.

NOW, THEREFORE, the Member agrees as follows:

1. Formation. The Certificate of Formation, the formation of the Company as a limited liability company under the Act, and all actions taken by any other person who executed and filed the Certificate of Formation are hereby adopted and ratified. The affairs of the Company and the conduct of its business shall be governed by the terms and subject to the conditions set forth in this Agreement, as amended from time to time. The Member is hereby authorized and directed to file any necessary amendments to the Certificate of Formation of the Company in the office of the Secretary of State of the State of Delaware and such other documents as may be required or appropriate under the Act or the laws of any other jurisdiction in which the Company may conduct business or own property.

2. Name. The name of the limited liability company formed hereby is 2632 Property Owner LLC.

3. Purpose. The purpose of the Company is:

- (i) to directly or indirectly engage in the business of acquiring, owning, operating, developing, renovating, repositioning, managing, leasing, selling, financing and refinancing the property (or portions thereof) known as 26-32 Jackson Avenue, Long Island City, New York, and identified on the Tax Map as Block 267, Lot 21; and
- (ii) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to and necessary,

convenient or advisable for the accomplishment of the above-mentioned purposes.

4. Place of Business. The Company shall have its principal place of business at 675 Third Avenue, Suite 2800, New York, New York 10017, or at such other place or places in New York City as the Member may, from time to time, select.

5. Registered Office and Agency. The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent at such address is The Corporation Trust Company. Such office and such agent may be changed from time to time by the Member in its sole discretion.

6. Capital Accounts. An account shall be established in the Company's books for the Member and transferee in accordance with the principles of Treasury Regulation Section 1.704-1(b)(2)(iv).

7. Percentage Interest and Allocations of Profits and Losses. The Member's interest in the Company equals 100% (the "Percentage Interest"). The Company's profits and losses shall be allocated in accordance with the Percentage Interest of the Member.

8. Additional Contributions. The Member is not required to make any contribution of property or money to the Company.

9. Distributions. At the time determined by the Member, the Member shall cause the Company to distribute any cash held by it which is neither reasonably necessary for the operation of the Company nor in violation of the Act. All cash available for distribution shall be distributed to the Member in accordance with the Percentage Interests.

10. Powers. The business of the Company shall be solely under the management of the Member. The Member shall have the right and authority to take all actions specifically enumerated in the Certificate of Formation or this Agreement or which the Member otherwise deems necessary, useful or appropriate for the day-to-day management and conduct of the Company's business.

11. Compensation. The Member shall not receive compensation for services rendered to the Company.

12. Term. The Company shall dissolve, and its affairs shall be wound up, upon the earliest to occur of (a) the decision of the Member, (b) the sale by the Company of all or substantially all of its property or (c) an event of dissolution of the Company under the Act.

13. Assignments. The Member may at any time directly or indirectly sell, transfer, assign, hypothecate, pledge or otherwise dispose of or encumber all or any part of its interest in the Company (including, without limitation, any right to receive distributions or allocations in respect of such interest and whether voluntarily, involuntarily or by operation of law).

14. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent provided in the Act.

15. Additional Members. Additional Members can only be admitted to the Company upon the consent of the Member, which consent may be evidenced by, among other things, the execution of an amendment to this Agreement.

16. Management. The business and affairs of the Company shall be conducted solely and exclusively by the Member, as provided herein. The Member shall have all rights and powers on behalf and in the name of the Company to perform all acts necessary and desirable to the objects and purposes of the Company. All determinations, decisions and actions made or taken by the Member (or its designee(s)) shall be conclusive and binding upon the Company. The Member may execute and deliver contracts and agreements on behalf of the Company in furtherance of the foregoing. Third parties may conclusively rely upon the act of the Member as evidence of the authority of the Member for all purposes in respect of their dealings with the Company.

17. Amendments. This Agreement may be amended only in a writing signed by the Member.

18. Binding Agreement. Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Member in accordance with its terms.

19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

20. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal. The parties shall nevertheless negotiate in good faith in order to agree to the terms of a mutually satisfactory provision consistent with their intentions in executing and delivering this Agreement to be substituted for the provision which is invalid, unenforceable or illegal.

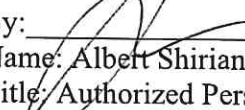
[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

MEMBER:

By: 2632 Developer LLC,
a Delaware limited liability company,
its sole Member

By: 2632 Jackson LLC,
a New York limited liability company,
a Managing Member

By: 
Name: Albert Shirian
Title: Authorized Person

By: Genco Jackson LLC,
a Delaware limited liability company,
a Managing Member

By: SFA Holdings LLC,
a New York limited liability company,
its manager

By: _____
Name: Harold Fetner
Title: Manager

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

MEMBERS:

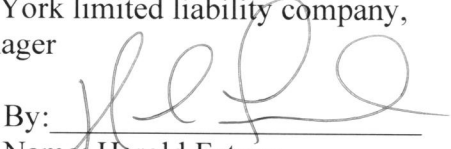
By: 2632 Developer LLC,
a Delaware limited liability company,
its sole Member

By: 2632 Jackson LLC,
a New York limited liability company,
a Managing Member

By: _____
Name: Albert Shirian
Title: Authorized Person

By: Genco Jackson LLC,
a Delaware limited liability company,
a Managing Member

By: SFA Holdings LLC,
a New York limited liability company,
its manager

By:  _____
Name: Harold Fetner
Title: Manager

2632 Jackson Avenue Ownership Chart

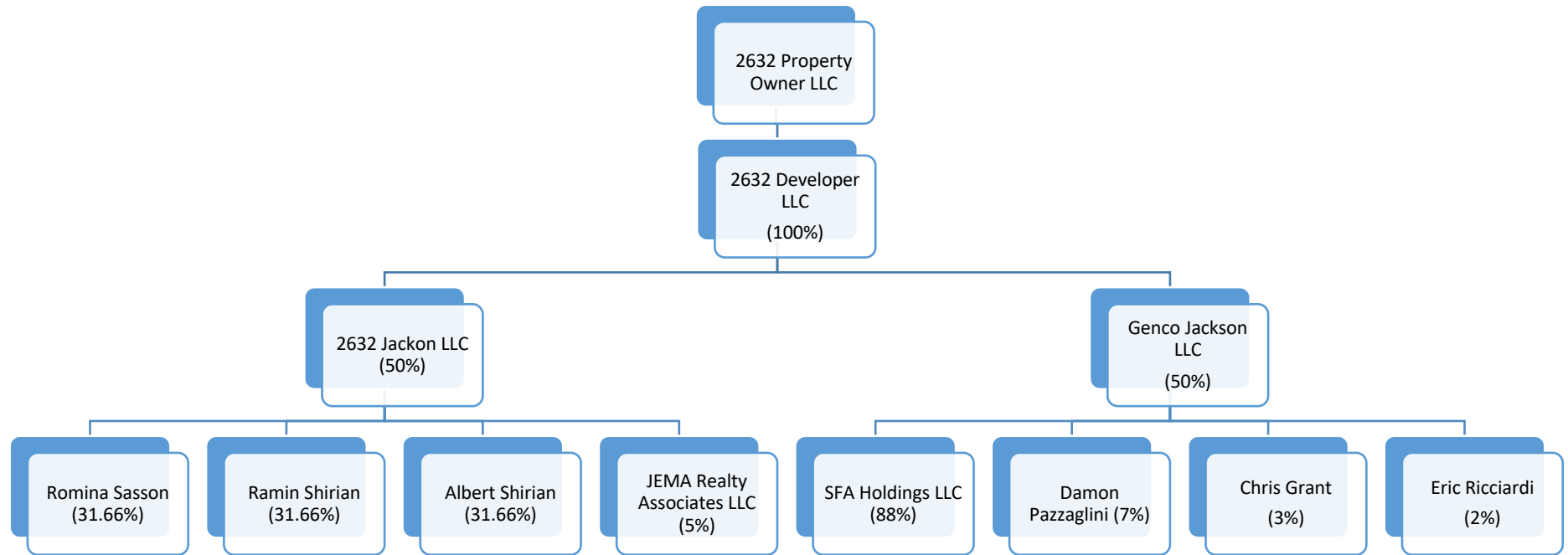


Exhibit B:

Volunteer Statement of
2632 Property Owner LLC

The new Requestor, 2632 Property Owner LLC, qualifies as a “Volunteer” because all disposals of hazardous substances occurred prior to the time 2632 Property Owner LLC acquired title to the BCP Site and because it does not have any affiliation with any responsible party. Since taking title to the BCP Site, 2632 Property Owner LLC has exercised appropriate care in performing voluntary remediation and is addressing the contaminants detected during the BCP Site investigations. As such, the new Requestor, 2632 Property Owner LLC, qualifies as a “Volunteer” as defined in ECL 27-1504(1)(b).

**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: 26-32 Jackson Avenue **DEC Site ID No.** C241217

II. Contact Information of Person Submitting Notification:

Name: Kevin Rogers
Address1: 560 Lexington Avenue, 15th Floor
Address2: New York, NY 10022
Phone: (646) 378-7275 E-mail: krogers@sprlaw.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): 06/30/2020

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

This Change of Use reflects the change in site ownership that occurred on June 30, 2020, when the former owner, "2632 Jackson LLC", transferred fee title to the BCP Site to the current owner, "2632 Property Owner LLC" (see attached deed). "2632 Property Owner LLC" is an affiliate of the Existing Applicant "26-32 Jackson Ave LLC" and ownership remains within the same organizational family. Due to difficulties encountered during the COVID-19 pandemic, this Change of Use notice was not timely communicated.

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).

N/A

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)

3/30/22

(Date)

Albert Shirian

(Print Name)

Address1: 425 Northern Boulevard, Suite 6
Address2: Great Neck, NY 11021
Phone: (516) 829-5883 E-mail: albert.shirian@lionsgroupnyc.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: 2632 Property Owner LLC
Address1: 675 Third Avenue, Suite 2800
Address2: New York, NY 10017
Phone: (212) 257-6868 E-mail: hal@fetner.com

Certifying Party Name: Hal Fetner
Address1: 675 Third Avenue, Suite 2800
Address2: New York, NY 10017
Phone: (212) 257-6868 E-mail: hal@fetner.com

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)

3/29/2022

(Date)

Hal Fetner

(Print Name)

Address1: 675 Third Avenue, Suite 2800

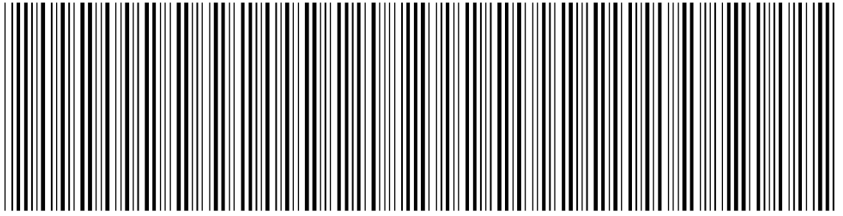
Address2: New York, NY 10017

Phone: (212) 257-6868

E-mail: hal@fetner.com

**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.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2020070200571001

Document Date: 06-30-2020

Preparation Date: 07-07-2020

Document Type: DEED

Document Page Count: 3

PRESENTER:

FIRST AMERICAN TITLE INSURANCE COMPANY
550 MAMARONECK AVENUE, STE 401
429862
HARRISON, NY 10528
914-835-7100
DLMCMILLAN@FIRSTAM.COM

RETURN TO:

FIRST AMERICAN TITLE INSURANCE COMPANY
550 MAMARONECK AVENUE, STE 401
429862
HARRISON, NY 10528
914-835-7100
DLMCMILLAN@FIRSTAM.COM

Borough	Block	Lot	Unit	Address
QUEENS	267	21	Entire Lot	26-32 JACKSON AVENUE
Property Type: OTHER				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

2632 JACKSON LLC
675 THIRD AVENUE SUITE 2800
NEW YORK, NY 10017

GRANTEE/BUYER:

2632 PROPERTY OWNER LLC
675 THIRD AVENUE SUITE 2800
NEW YORK, NY 10017

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 07-07-2020 11:56
City Register File No.(CRFN):
2020000192063

Annette McMillan

City Register Official Signature

BLK 267
Lot 21

FORM OF DEED

BARGAIN & SALE DEED WITHOUT COVENANTS

THIS INDENTURE, made the 30th day of June, two thousand and twenty

BETWEEN

2632 Jackson LLC, a New York limited liability company,
having an address at 425 Northern Boulevard, Suite 6, Great Neck, New York 11021,

party of the first part, and

2632 Property Owner LLC, a Delaware limited liability company,
having an address at 675 Third Avenue, Suite 2800, New York, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration 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, with the buildings and improvements thereon erected, situate, lying and being in the [BOROUGH OF QUEENS, CITY OF NEW YORK, COUNTY OF QUEENS AND STATE OF NEW YORK], bounded and described more particularly as set forth in Schedule A annexed hereto and made a part hereof;

See **SCHEDULE A** annexed hereto.

PREMISES being known as 26-32 Jackson Avenue, Long Island City, New York.

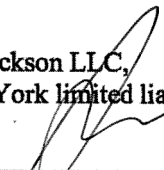
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center of the lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the 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, 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 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.

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

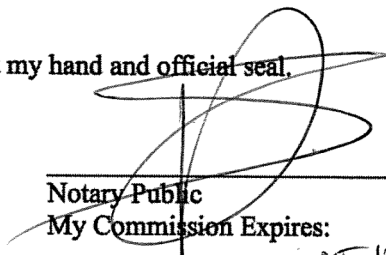
2632 Jackson LLC,
a New York limited liability company

By: 
Name: Albert Shirkov
Title: Authorized Signer

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

On the 29th day of June in the year 2020 before me, the undersigned a notary public in and for said state, personally appeared Albert Shirkov, 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public
My Commission Expires:

05/22/2021

NOTARIAL SEAL

DANIEL Y. SASSON
Notary Public-State of New York
No. 02SA6359004
Qualified in Nassau County
Commission Expires May 22, 2021

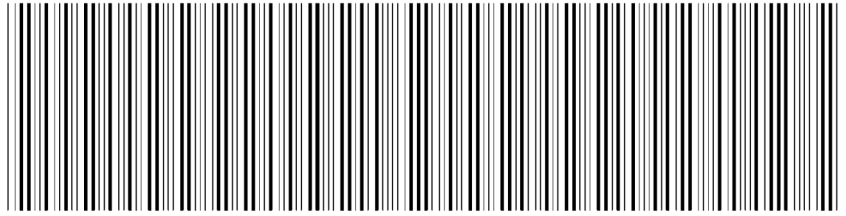
SCHEDULE A

Block: 267. Lot: 21:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated as Lots 3, 4, 5, 6 in Block 2 and bounded and described as follows:

BEGINNING at a point on the southerly side of Jackson Avenue, distant 50 feet westerly from the southwesterly corner of Jackson Avenue and Dutch Kills Street;
RUNNING THENCE westerly along Jackson Avenue, 100 feet;
THENCE southerly and parallel with Dutch Kills Street, 100 feet;
THENCE easterly and parallel with Jackson Avenue, 100 feet;
THENCE northerly and parallel with Dutch Kills Street, 100 feet to the southerly side of Jackson Avenue, at the point or place of BEGINNING.

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



2020070200571001005S39D3

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2020070200571001

Document Date: 06-30-2020

Preparation Date: 07-07-2020

Document Type: DEED

ASSOCIATED TAX FORM ID: 2020062400236

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

2

FOR CITY USE ONLY

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

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 26-32 JACKSON AVENUE QUEENS 11101
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 2632 PROPERTY OWNER LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 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

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

8. Seller Name 2632 JACKSON LLC
 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

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

Check the boxes below as they apply:

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

SALE INFORMATION

10. Sale Contract Date 6 / 30 / 2020
 Month Day Year

11. Date of Sale / Transfer 6 / 30 / 2020
 Month Day Year

12. Full Sale Price \$ 1
 (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:

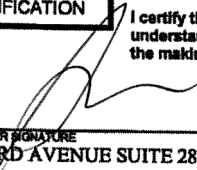

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or 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 G, 7 16. Total Assessed Value (of all parcels in transfer) 4 6 9 3 5 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
QUEENS 267 21

202006240023620102

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		BUYER'S ATTORNEY	
 BUYER SIGNATURE 675 THIRD AVENUE SUITE 2800 STREET NUMBER NEW YORK CITY OR TOWN		ALBERT I Shirion - Albert I Shirion Muchnick LAST NAME 212 AREA CODE 315-5575 TELEPHONE NUMBER HOWARD FIRST NAME SELLER  SELLER SIGNATURE DATE	
STATE		ZIP CODE	
NY		10017	

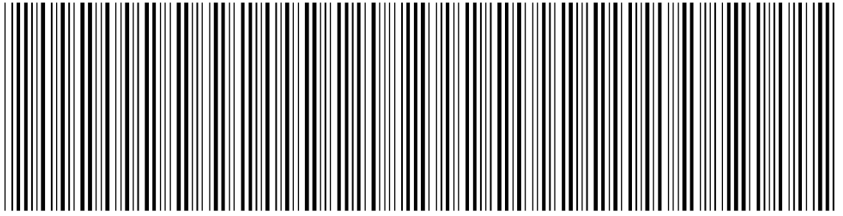
2020062400236201

EXHIBIT C

Recorded Deed Transferring Title of
BCP Site to 2632 Property Owner LLC

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

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2020070200571001

Document Date: 06-30-2020

Preparation Date: 07-07-2020

Document Type: DEED

Document Page Count: 3

PRESENTER:

FIRST AMERICAN TITLE INSURANCE COMPANY
550 MAMARONECK AVENUE, STE 401
429862
HARRISON, NY 10528
914-835-7100
DLMCMILLAN@FIRSTAM.COM

RETURN TO:

FIRST AMERICAN TITLE INSURANCE COMPANY
550 MAMARONECK AVENUE, STE 401
429862
HARRISON, NY 10528
914-835-7100
DLMCMILLAN@FIRSTAM.COM

Borough	Block	Lot	Unit	Address
QUEENS	267	21	Entire Lot	26-32 JACKSON AVENUE
Property Type: OTHER				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

2632 JACKSON LLC
675 THIRD AVENUE SUITE 2800
NEW YORK, NY 10017

GRANTEE/BUYER:

2632 PROPERTY OWNER LLC
675 THIRD AVENUE SUITE 2800
NEW YORK, NY 10017

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 07-07-2020 11:56
City Register File No.(CRFN):
2020000192063

Annette McMillan

City Register Official Signature

BLK 267
Lot 21

FORM OF DEED

BARGAIN & SALE DEED WITHOUT COVENANTS

THIS INDENTURE, made the 30th day of June, two thousand and twenty

BETWEEN

2632 Jackson LLC, a New York limited liability company,
having an address at 425 Northern Boulevard, Suite 6, Great Neck, New York 11021,

party of the first part, and

2632 Property Owner LLC, a Delaware limited liability company,
having an address at 675 Third Avenue, Suite 2800, New York, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration 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, with the buildings and improvements thereon erected, situate, lying and being in the [BOROUGH OF QUEENS, CITY OF NEW YORK, COUNTY OF QUEENS AND STATE OF NEW YORK], bounded and described more particularly as set forth in Schedule A annexed hereto and made a part hereof;

See SCHEDULE A annexed hereto.

PREMISES being known as 26-32 Jackson Avenue, Long Island City, New York.

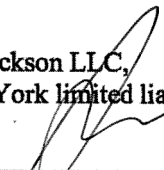
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center of the lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the 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, 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 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.

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

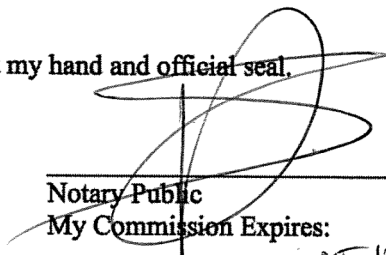
2632 Jackson LLC,
a New York limited liability company

By: 
Name: Albert Shirkov
Title: Authorized Signer

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

On the 29th day of June in the year 2020 before me, the undersigned a notary public in and for said state, personally appeared Albert Shirkov, 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public
My Commission Expires:

05/22/2021

NOTARIAL SEAL

DANIEL Y. SASSON
Notary Public-State of New York
No. 02SA6359004
Qualified in Nassau County
Commission Expires May 22, 2021

SCHEDULE A

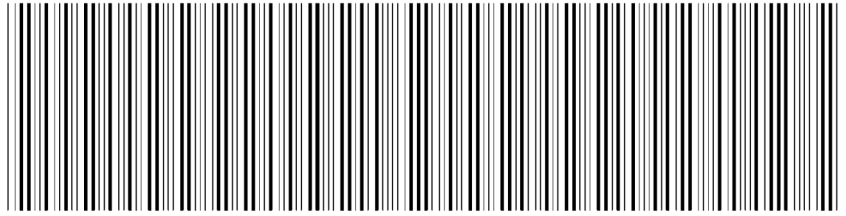
Block: 267. Lot: 21:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated as Lots 3, 4, 5, 6 in Block 2 and bounded and described as follows:

BEGINNING at a point on the southerly side of Jackson Avenue, distant 50 feet westerly from the southwesterly corner of Jackson Avenue and Dutch Kills Street;
RUNNING THENCE westerly along Jackson Avenue, 100 feet;
THENCE southerly and parallel with Dutch Kills Street, 100 feet;
THENCE easterly and parallel with Jackson Avenue, 100 feet;
THENCE northerly and parallel with Dutch Kills Street, 100 feet to the southerly side of Jackson Avenue, at the point or place of BEGINNING.

Schedule-8

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2020070200571001

Document Date: 06-30-2020

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SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

2

FOR CITY USE ONLY

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

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 26-32 JACKSON AVENUE QUEENS 11101
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 2632 PROPERTY OWNER LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 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

5. Deed Property Size X OR ACRES

6. Seller Name 2632 JACKSON LLC
 LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

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 6 / 30 / 2020
 Month Day Year

11. Date of Sale / Transfer 6 / 30 / 2020
 Month Day Year

12. Full Sale Price \$ 1
 (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

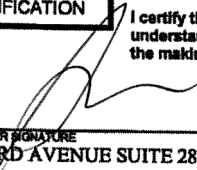

14. Check one or more of these conditions as applicable to transfer:
 A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not 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 G, 7 16. Total Assessed Value (of all parcels in transfer) 4 6 9 3 5 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
QUEENS 267 21

202006240023620102

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		BUYER'S ATTORNEY	
 BUYER SIGNATURE 675 THIRD AVENUE SUITE 2800 STREET NUMBER STREET NAME (AFTER SALE)		ALBERT I. Shirion - Attorney Howard Muchnick Muchnick LAST NAME FIRST NAME	
NEW YORK CITY OR TOWN		212 315-5575 AREA CODE TELEPHONE NUMBER	
NY STATE		10017 ZIP CODE	
		 SELLER SIGNATURE	
		DATE	

2020062400236201