



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 BCA Amendment application is to add "2632 Jackson Devco LLC" to the BCA as the long-term lessee of the BCP Site.

A copy of the recorded Memorandum of Ground Lease, dated as of November 17, 2022, by and between the fee owner, 2632 Property Owner LLC, as landlord, and 2632 Jackson Devco LLC, as tenant, for a lease term ending on November 16, 2071, is attached hereto as Exhibit A.

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; 2632 Property Owner 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 | | |
| ADDRESS | | |
| CITY/TOWN | | ZIP CODE |
| PHONE | FAX | E-MAIL |
| 1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. | | |
| NAME OF NEW REQUESTOR'S REPRESENTATIVE | | |
| ADDRESS | | |
| CITY/TOWN | | ZIP CODE |
| PHONE | FAX | E-MAIL |
| NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) | | |
| ADDRESS | | |
| CITY/TOWN | | ZIP CODE |
| PHONE | FAX | E-MAIL |
| NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) | | |
| ADDRESS | | |
| CITY/TOWN | | ZIP CODE |
| PHONE | FAX | E-MAIL |
| 2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3. Describe Requestor's Relationship to Existing Applicant: | | |

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

OWNER'S NAME (if different from requestor) 2632 Jackson Devco LLC [long-term lessee]

ADDRESS 675 Third Avenue, Suite 2800

CITY/TOWN New York, NY

ZIP CODE 10017

PHONE 212-257-6868

FAX

E-MAIL 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.

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

1. Property information on current agreement:

ADDRESS

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. | Acreage |
|----------------|-------------|-----------|---------|---------|
| | | | | |
| | | | | |
| | | | | |

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

| Parcel Address | Section No. | Block No. | Lot No. | Acreage |
|----------------|-------------|-----------|---------|---------|
| | | | | |
| | | | | |
| | | | | |

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): | |
| <p>"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.</p> | |
| 3. Is the project an affordable housing project as defined below? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> | |

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; 2632 Property Owner 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 _____) of (entity _____); 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. _____ 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: _____ |

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 the 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: 12/21/22 Signature: _____

Print Name: Albert Shirian / 26-32 Jackson Ave LLC

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:

| | |
|---|--|
| <input type="checkbox"/> 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. | <input checked="" type="checkbox"/> 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: 12/22/2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

Andrew Guglielmi

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 the Authorized Signatory (title) of 2632 Property Owner 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: 12/21/22 Signature: _____

Print Name: Albert Shirian / 2632 Property Owner LLC

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:

| | |
|---|--|
| <input type="checkbox"/> 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. | <input checked="" type="checkbox"/> 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: 12/22/2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Andrew Guglielmi*

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

Andrew Guglielmi

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:** _____

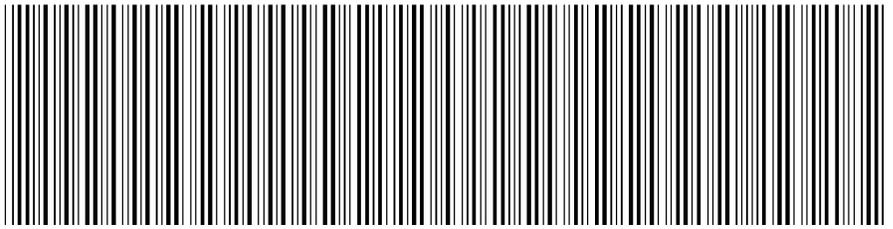
PROJECT MANAGER: _____

Exhibit A:

Recorded Memorandum of Ground Lease, dated as of
November 17, 2022, by and between 2632 Property
Owner LLC, as landlord, and 2632 Jackson Devco LLC, as
tenant

**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.



2022112200831001001E3D16

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 10

Document ID: 2022112200831001 Document Date: 11-17-2022 Preparation Date: 11-22-2022
Document Type: MEMORANDUM OF LEASE
Document Page Count: 9

PRESENTER:
YOUNG AMERICA ABSTRACT LLC
175 EAST SHORE ROAD, UPPER LEVEL
GREAT NECK, NY 11023
516-682-2144
JANE@YOUNGAMERICAABSTRACT.COM

RETURN TO:
ZACCARIA & SASSON
ATT: TIMOTHY P. SHEAHAN, ESQ.
175 EAST SHORE ROAD
GREAT NECK, NY 11023

PROPERTY DATA

| Borough | Block | Lot | Unit | Address |
|---------|-------|-----|------------|----------------------|
| QUEENS | 267 | 21 | Entire Lot | 26-32 JACKSON AVENUE |

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

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

PARTIES

LESSOR:
2632 PROPERTY OWNER LLC
425 NORTHERN BOULEVARD, SUITE 6
GREAT NECK, NY 11021

LESSEE:
2632 JACKSON DEVCO LLC
425 NORTHERN BOULEVARD, SUITE 6
GREAT NECK, NY 11021

FEES AND TAXES

| Mortgage : | | Filing Fee: | |
|-------------------------------|----------|---------------------------------|-----------|
| Mortgage Amount: | \$ 0.00 | | \$ 100.00 |
| Taxable Mortgage Amount: | \$ 0.00 | NYC Real Property Transfer Tax: | \$ 0.00 |
| Exemption: | | NYS Real Estate Transfer Tax: | \$ 0.00 |
| 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: | \$ 82.00 | | |
| Affidavit Fee: | \$ 0.00 | | |

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

CITY OF NEW YORK
Recorded/Filed 11-28-2022 10:46
City Register File No.(CRFN):
2022000434024



Annette McMill

City Register Official Signature

MEMORANDUM OF GROUND LEASE

Block: 267
Lot: 21
County: QUEENS

Record and Return to:
Zaccaria & Sasson
175 East Shore Road
Great Neck, New York 11023
Att: Timothy P. Sheahan, Esq.

(The Above Space for Recorder's Use Only)

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE, made as of November 17, 2022, 2632 Property Owner LLC, a Delaware limited liability company, having an address 425 Northern Boulevard, Suite 6, Great Neck, New York 11021, ("Landlord"), and **2632 Jackson Devco LLC**, a Delaware limited liability company having its principal office at 425 Northern Boulevard, Suite 6, Great Neck, New York 11021 (the "Tenant"). ("Tenant").

Preliminary Statement

Landlord is the fee owner of certain real property known by street address: 26-32 Jackson Avenue, Long Island City, New York; designated as Block 267, Lot 21, on the Land and Tax Map of Queens County, as more particularly described on Schedule A annexed hereto (the "Property"); together with improvements constructed thereon Landlord and Tenant have entered into a ground lease (the "Ground Lease") whereby Tenant shall be leasing the Property. In connection therewith, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and Property and to provide notice to any interested party of such demise and of the terms and provisions of the Ground Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used herein not otherwise defined herein shall have the meanings as ascribed to them in the Ground Lease.

2. The terms and conditions of the Ground Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all rights, benefits, privileges and easements, now or hereafter appurtenant thereto, at the rental and upon the terms and conditions therein stated, for a term ending on November 16, 2071.

3. This Memorandum of Ground Lease is executed for the purpose of recordation in order to give notice of the terms, provisions and conditions of the Ground Lease and option to purchase the Property, including, without limitation, the following Ground Lease provisions:

N/A

4. In addition to those terms hereinabove set forth, the Ground Lease contains numerous other terms, covenants and conditions which affect not the Property, and notice is hereby given that reference should be had to the Ground Lease directly with respect to the details of such terms, covenants and conditions. The Ground Lease and exhibits thereto are incorporated herein by this reference in this Memorandum of Lease and the parties hereby ratify and confirm the Ground Lease. In the event of any conflict between the provisions of this instrument and the Ground Lease, the provisions of the Ground Lease shall control. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and shall inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Ground Lease as of the day and year first above written.

LANDLORD:

2632 Property Owner LLC,
A Delaware limited liability company

By: 2632 Developer LLC,
A Delaware limited liability company,
Its sole member

By: 2632 Jackson LLC,
A Delaware limited liability company

By: _____
Name: Albert Shirian
Title: Member

By: _____
Name: Romina Shirian
Title: Member

By: _____
Name: Ramin Shirian
Title: Member

By: Genco Jackson 2 LLC
A Delaware limited liability company

By: Genco Jackson Holdings LLC
A Delaware limited liability company,
Its manager

By: _____
Name: Hal Fetner
Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Ground Lease as of the day and year first above written.

LANDLORD:

2632 Property Owner LLC,
A Delaware limited liability company

By: 2632 Developer LLC,
A Delaware limited liability company,
Its sole member

By: 2632 Jackson LLC,
A Delaware limited liability company

By: _____
Name: Albert Shirian
Title: Member

By: _____
Name: Romina Shirian
Title: Member

By: _____
Name: Ramin Shirian
Title: Member

By: Genco Jackson 2 LLC
A Delaware limited liability company

By: Genco Jackson Holdings LLC
A Delaware limited liability company,
Its manager

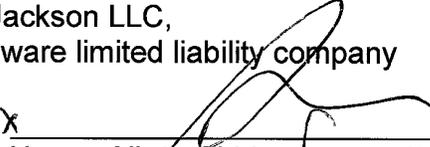
By: 
Name: Hal Fetner
Title: Manager

TENANT:

2632 Jackson Devco LLC
A Delaware limited liability company

By: Devco Owner LLC,
A Delaware limited liability company,
Its sole member

By: 2632 Jackson LLC,
A Delaware limited liability company

By: X 
Name: Albert Shirian
Title: Member

By: 
Name: Romina Shirian
Title: Member

By: X 
Name: Ramin Shirian
Title: Member

By: Genco Jackson 2 LLC
A Delaware limited liability company

By: Genco Jackson Holdings LLC
A Delaware limited liability company,
Its manager

By: _____
Name: Hal Fetner
Title: Manager

TENANT:

2632 Jackson Devco LLC
A Delaware limited liability company

By: Devco Owner LLC,
A Delaware limited liability company,
Its sole member

By: 2632 Jackson LLC,
A Delaware limited liability company

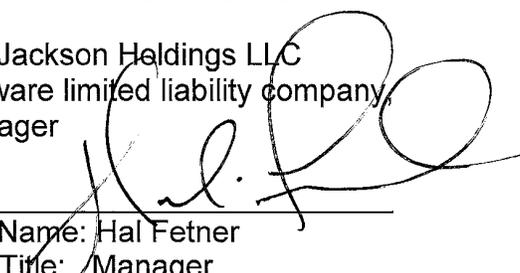
By: _____
Name: Albert Shirian
Title: Member

By: _____
Name: Romina Shirian
Title: Member

By: _____
Name: Ramin Shirian
Title: Member

By: Genco Jackson 2 LLC
A Delaware limited liability company

By: Genco Jackson Holdings LLC
A Delaware limited liability company,
Its manager

By: 
Name: Hal Fetner
Title: Manager

Schedule A Description

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, as 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;

RUNNING THENCE southerly and parallel with Dutch Kills Street, 100 feet;

RUNNING THENCE easterly and parallel with Jackson Avenue, 100 feet;

RUNNING THENCE northerly and parallel with Dutch Kills Street, 100 feet to the southerly side of Jackson Avenue, at the point or place of BEGINNING.

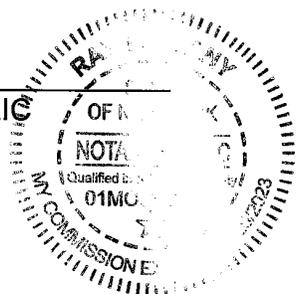
For Information Only:
Block 267 Lot 21
26-32 Jackson Avenue
Long Island City, New York

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 17th day of November, in the year 2022, before me, the undersigned, personally appeared Albert Shirian, 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 on behalf of which the individual acted, executed the instrument.

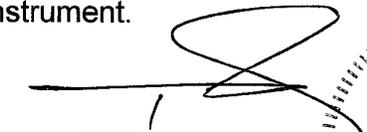


NOTARY PUBLIC

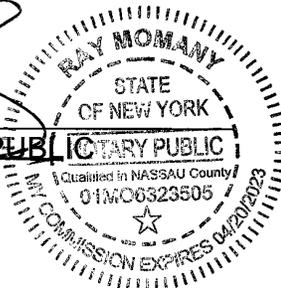


STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 17th day of November, in the year 2022, before me, the undersigned, personally appeared Romina Sasson, 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 on behalf of which the individual acted, executed the instrument.

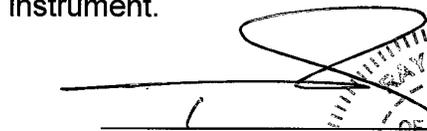


NOTARY PUBLIC

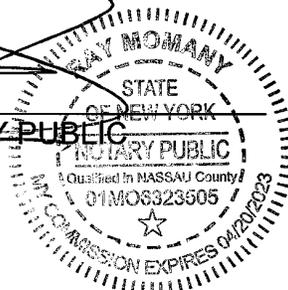


STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 17th day of November, in the year 2022, before me, the undersigned, personally appeared Ramin Shirian, 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 on behalf of which the individual acted, executed the instrument.



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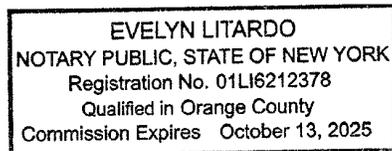
STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 17th day of November, in the year 2022, before me, the undersigned, personally appeared Ramin Shirian, 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 on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On the 17th day of November, in the year 2022, before me, the undersigned, personally appeared Hal Fetner, 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 on behalf of which the individual acted, executed the instrument.





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