



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

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)

Please provide a brief narrative on the nature of the amendment:

The site ownership changes as a result of project financing. The new site owner is now President Union LLC. The current volunteers respectfully request that this new Site owner be added as a party to the BCA. [NOTE: A change of use notice was sent by former environmental counsel David Yudelson of Sive Paget on August 6, 2019 to provide notice of this change of use. However, the deal structure changed at the closing and the LLCs named in that notice did not take title. Instead only President Union LLC is requesting to be added as a party].

In addition, Linda R. Shaw of Knauf Shaw LLP is the new environmental counsel of record for this site.

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

Section I. Existing Agreement Information

BCP SITE NAME: President Street Properties

BCP SITE NUMBER: C224221

NAME OF CURRENT APPLICANT(S): See attached BCP Support

INDEX NUMBER OF EXISTING AGREEMENT: C224221-06- DATE OF EXISTING AGREEMENT: 10/8/15

Section II. New Requestor Information (If no change to Current Applicant, skip to Section V)

NAME President Union LLC

ADDRESS c/o Rabsky Group Charlie Krieger 505 Flushing Avenue Unit #1-D

CITY/TOWN Brooklyn, NY

ZIP CODE 11221

PHONE 718-246-4762 x209

FAX 718-650-6526

E-MAIL ch@rabskygroup.com

Is the requestor authorized to conduct business in New York State (NYS)?



Yes



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.

NAME OF NEW REQUESTOR'S REPRESENTATIVE Charles Krieger

ADDRESS President Union LLC, c/o Rabsky Group Charlie Krieger 505 Flushing Avenue Unit 1-D

CITY/TOWN Brooklyn, NY

ZIP CODE 11221

PHONE 718-246-4762 x209

FAX 718-650-6526

E-MAIL ch@rabskygroup.com

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) Linda Shaw, Esq.

ADDRESS Knauf Shaw LLP, 1400 Crossroads Building, 2 State Street

CITY/TOWN Rochester, NY

ZIP CODE 14614

PHONE 585-546-8430

FAX 585-546-4324

E-MAIL lshaw@nyenvlaw.com

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?

☒ Yes☐ No

Describe Requestor's Relationship to Existing Applicant:

The new Requestor is affiliated with the prior new owner President Carroll LLC.

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) New Owner is same as New Requestor

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner) NA - site is vacant

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.

Requestor's Relationship to Property (check one):

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

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)

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement)

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

Check appropriate boxes below:

- ☐ Changes to metes and bounds description or TBL correction
- ☐ Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

- ☐ Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	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.

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 <u>DEC's website</u> 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
<p>From ECL 27-1405(31):</p> <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>	

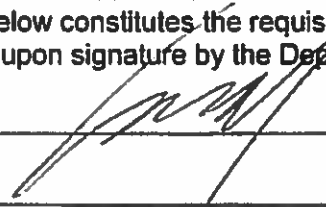
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: President Street Properties	BCP SITE NUMBER: C224221
NAME OF CURRENT APPLICANT(S): See Support Document	
INDEX NUMBER OF EXISTING AGREEMENT: C224221-06-15	
EFFECTIVE DATE OF EXISTING AGREEMENT: 10/8/15	

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)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Member</u>) of (entity <u>President Union 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.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>9-11-19</u> Signature: </p> <p>Print Name: <u>Simon Dushinsky</u></p>

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

Date: 9/18/19 Signature: Daniel Tinneny

Print Name: Daniel Tinneny

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 10/8/15

Signature by the Department:

DATED: 10/4/19

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director

Division of Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Tinneny 323-325 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/18/19 Signature: Daniel Tinneny

Print Name: Daniel Tinneny

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 10/8/15

Signature by the Department:

DATED: 10/4/19

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 383 Carroll Street 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/18/19 Signature: Daniel Tinneny

Print Name: Daniel Tinneny

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 10/8/15

Signature by the Department:

DATED: 8 10/4/19

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan
Michael J. Ryan, P.E., Director
Division of Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Member (title) of President Carroll 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9-11-19 Signature: _____

Print Name: Simon Dushinsky

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 10/2/15

Signature by the Department:

DATED: 10/4/19

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: _____

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Member (title) of Cleanup President 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9-11-19 Signature: [Signature]

Print Name: Yoel Goldman

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 10/8/15

Signature by the Department:

DATED: 10/4/15

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

[Signature]

Michael J. Ryan, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

- **Two (2) copies, one hard copy with original signatures and one electronic copy in 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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER:_____

Exhibit A – BCA Amendment
Support Document

Exhibit B – DOS Filing

Exhibit C – Deed

Exhibit D – Written Consent

EXHIBIT

A

BCA Amendment Support Document

Section I. Existing Agreement Information - Current Volunteers: Cleanup President LLC, and President Carroll LLC

Section IV Eligibility Information for New Requestor - Volunteer Statement Certification: The requestor is a volunteer because it certifies that it performed environmental due diligence by having prepared a Phase I in conjunction with its bank and 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 since its ownership as of August 12, 2019. In addition multiple investigations had been performed documenting site contamination conditions before ownership.

EXHIBIT

B



Services News Government Local

NYS Department of State Division of Corporations Entity Information

The information contained in this database is current through August 30, 2019.

Selected Entity Name: PRESIDENT UNION LLC

Selected Entity Status Information

Current Entity Name: PRESIDENT UNION LLC

DOS ID #: 5501228

Initial DOS Filing Date: FEBRUARY 25, 2019

County: KINGS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O JEFFREY ZWICK & ASSOCIATES, P.C.

266 BROADWAY, SUITE 403

BROOKLYN, NEW YORK, 11211

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information			Name History		
# of Shares	Type of Stock	\$ Value	Filing Date	Name Type	Entity Name
No Information Available			FEB 25, 2019	Actual	PRESIDENT UNION LLC
*Stock information is applicable to domestic businesses and corporations.			A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its		

activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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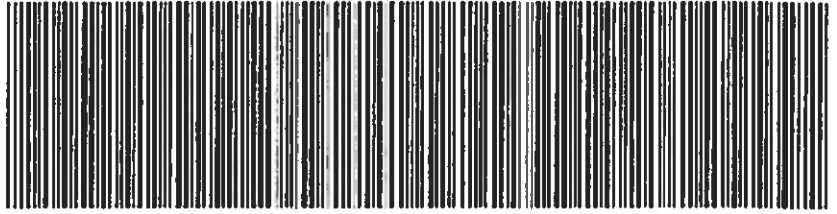
Services

EXHIBIT

C

**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 10

Document ID: 2019081300464001
Document Type: DEED
Document Page Count: 8

Document Date: 08-12-2019

Preparation Date: 08-13-2019

PRESENTER:

RELIABLE ABSTRACT CO. LLC
266 BROADWAY, SUITE 304
RK-197986
BROOKLYN, NY 11211
718-438-0786
DEVORA@RELIABLEABSTRACT.NET

RETURN TO:

JEFFREY ZWICK & ASSOCIATES
266 BROADWAY, SUITE 403
BROOKLYN, NY 11211

Borough	Block	Lot	Unit	Address
BROOKLYN	438	1	Entire Lot	N/A BOND STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BROOKLYN	438	2	Entire Lot	N/A BOND STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

PRESIDENT CARROLL LLC
C/O: ALL YEAR MANAGEMENT, 199 LEE AVENUE,
#693
BROOKLYN, NY 11211

GRANTEE/BUYER:

PRESIDENT UNION LLC
505 FLUSHING AVENUE, UNIT 1D
BROOKLYN, NY 11205

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:	\$	94.00
Affidavit Fee:	\$	0.00

Filing Fee:	\$	250.00
NYC Real Property Transfer Tax:	\$	2,099,986.88
NYS Real Estate Transfer Tax:	\$	380,000.00



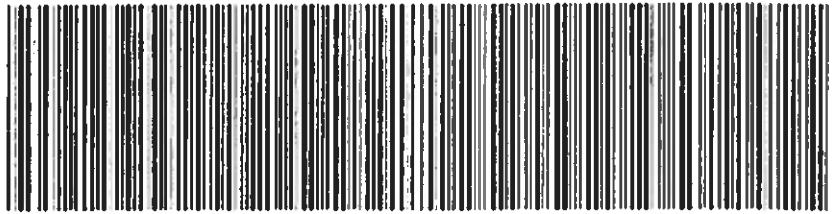
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK
Recorded/Filed 08-19-2019 13:04
City Register File No. (CRFN):
2019000263618

Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2019081300464001001C0D27

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 10

Document ID: 2019081300464001

Document Date: 08-12-2019

Preparation Date: 08-13-2019

Document Type: DEED

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	438 3 Entire Lot		319 BOND STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	445 8 Entire Lot		327 BOND STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	445 8 Entire Lot		327 BOND STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	445 11 Entire Lot		383 CARROLL STREET
Property Type: INDUSTRIAL BUILDING			
Borough	Block Lot	Unit	Address
BROOKLYN	445 20 Entire Lot		426 PRESIDENT STREET
Property Type: COMMERCIAL REAL ESTATE			
Borough	Block Lot	Unit	Address
BROOKLYN	445 50 Entire Lot	0	DEMAPPED FKA PRESIDENT STREET
Property Type: APARTMENT BUILDING			

Bargain And Sale Deed Without Covenant Against Grantor's Acts

THIS INDENTURE, made the th17 day of August, in the year Two Thousand and Nineteen, between

President Carroll LLC, with an address at c/o All Year Management, 199 Lee Avenue, #693, Brooklyn, New York 11211,

party of the first part, and

PRESIDENT UNION LLC, with an address at c/o 505 Flushing Avenue, site 10,
Brooklyn, NY 11205

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) dollars, lawful money of the United States, 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 Brooklyn, County of Kings, City and State of New York, more particularly described in Schedule A attached hereto and made a part hereof, and commonly known as:
Block 438, Lots 1, 2, & 3, and Block 445, Lots 8, 11, 20, and 50 as shown on the Tax Map of the City of New York, Borough of Brooklyn.

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

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

BEING and intended to be the same premises conveyed to the party of the first part by Deed from by deed from 426 President Street LLC dated July 23, 2018 and recorded July 27, 2018 in the Kings County Clerk/Register's Office in CRFN 2018000250317 - as to Block 438 Lot 3, Block 445 Lots 20 and 50;

And by deed from Tinneney 323-325 LLC dated July 23, 2018 and recorded July 27, 2018 in the Kings County Clerk/Register's Office in CRFN 2018000250318 - as to Block 438 Lots 1 and 2;

And by deed from 383 Carroll Street LLC dated July 23, 2018 and recorded July 27, 2018 in the Kings County Clerk/Register's Office in CRFN 2018000250316 - as to Block 445 Lots 8 and 11.

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 costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[signature page to follow]

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

President Carroll LLC

By: 

Name: Yoel Goldman

Title: Authorized Signatory

Acknowledgment

STATE OF NEW YORK)

) ss.:

COUNTY OF KINGS)

On the 6 day of Aug in the year 2019 before me, the undersigned, personally appeared Yoel Goldman personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



(signature and office of individual taking acknowledgment)



Stewart Title Insurance Company

Title Number: RK-197986

Page 1

SCHEDULE A DESCRIPTION

As to Block 438 Lots 1 and 2:

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

BEGINNING at the northeasterly corner of President Street and Bond Street; and

RUNNING THENCE easterly along the northerly side of President Street, 75 feet; and

THENCE northerly parallel with Bond Street, 40 feet; and

THENCE westerly parallel with President Street, 75 feet to the easterly side of Bond Street; and

THENCE southerly along the easterly side of Bond Street, 40 feet to the point or place of **BEGINNING**.

As to Block 445 Lot 8:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, City and State of New York, late of the 10th Ward of the City of Brooklyn, County of Kings and State of New York, being bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of President Street with the easterly side of Bond Street;

RUNNING THENCE southerly along the easterly side of Bond Street, 60 feet; and

THENCE easterly, parallel with President Street, 75 feet;

THENCE northerly, parallel with Bond Street, 60 feet to the southerly side of President Street; and

THENCE westerly along the southerly side of President Street, 75 feet to the point or place of **BEGINNING**.

Stewart Title Insurance Company

Title Number: RK-197986

Page 2

SCHEDULE A DESCRIPTION CONTINUED

As to Block 445 Lot 11:

ALL that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situate, lying and being in the Borough of Brooklyn, City and State of New York, late of the 10th Ward of the City of Brooklyn, County of Kings and State of New York, being bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of the Gowanus Canal with the northerly side of Carroll Street; and

RUNNING THENCE westerly along the northerly side of Carroll Street, 171 feet; and

THENCE northerly parallel with Bond Street, 120 feet; and

THENCE westerly parallel with President Street, 54 feet; and

THENCE northerly parallel with Bond Street, 80 feet to the southerly side of President Street; and

THENCE easterly along the southerly side of President Street, 95 feet; and

THENCE southerly parallel with Bond Street, 30 feet; and

THENCE easterly parallel with President Street, 30 feet; and

THENCE southerly again parallel with Bond Street, 50 feet; and

THENCE easterly parallel with President Street, 100 feet to the westerly side of Gowanus Canal;

THENCE southerly along the westerly side of Gowanus Canal, 120 feet to the point or place of **BEGINNING**.

Stewart Title Insurance Company

Title Number: RK-197986

Page 3

SCHEDULE A DESCRIPTION CONTINUED

As to Block 438 Lot 3:

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

BEGINNING at a point on the easterly side of Bond Street, distant 80 feet southerly from the corner formed by the intersection of the easterly side of Bond Street, with the southerly side of Union Street;

RUNNING THENCE easterly, parallel with President Street, 75 feet;

THENCE southerly, parallel with Bond Street, 20 feet to the middle line of the block between Union and President Streets;

THENCE easterly along the middle line of the block and parallel with President Street, 225 feet to the Gowanus Canal;

THENCE southerly along the Gowanus Canal, 100 feet to the northerly side of President Street;

THENCE westerly along the northerly side of President Street, 225 feet;

THENCE northerly, again parallel with Bond Street, 40 feet;

THENCE westerly, again parallel with President Street, 75 feet to the easterly side of Bond Street;

THENCE northerly along the easterly side of Bond Street, 80 feet to the point or place of **BEGINNING**.

Stewart Title Insurance Company

Title Number: RK-197986

Page 4

SCHEDULE A DESCRIPTION CONTINUED

As to Block 445 Lot 20:

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

BEGINNING at the corner formed by the intersection of the westerly side of Gowanus Canal, with the southerly side of President Street;

RUNNING THENCE westerly along the southerly side of President Street, 130 feet;

THENCE southerly parallel with Bond Street, 30 feet;

THENCE easterly, parallel with President Street, 30 feet;

THENCE southerly parallel with Bond Street, 50 feet;

THENCE easterly, again parallel with President Street, 100 feet, more or less, to the westerly side of Gowanus Canal;

THENCE northerly along the said westerly side of Gowanus Canal, 80 feet to the point or place of BEGINNING.

As to Block 445 Lot 50:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, City and State of New York, being bounded and described as follows:

BEGINNING at a point on the southeast line of Bond Street, distant 200.00 feet southwesterly from the intersection of the southwest line of Union Street, with the southeast line of Bond Street, as these streets are laid out on the present City Map;

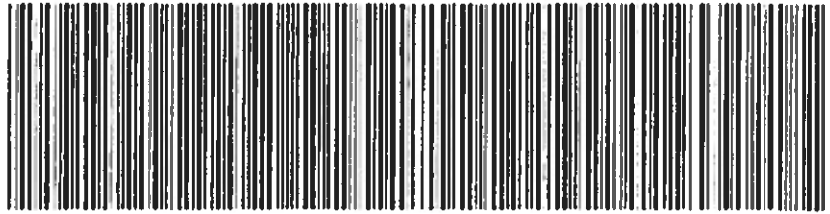
RUNNING THENCE southeasterly along the northeast line of President Street, 300.00 feet to the northwest line of the Gowanus Canal;

THENCE southwesterly, deflecting 90 degrees to the right along the northwest line of the Gowanus Canal, 60.00 feet to the southwest line of President Street;

THENCE northwesterly, deflecting 90 degrees to the right along the southeast line of President Street, 300.00 feet to the southeast line of Bond Street; and

THENCE northeasterly, deflecting 90 degrees to the right along the southeast line of Bond Street, 60.00 feet to the point or place of BEGINNING.

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



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2019081300464001
Document Type: DEED

Document Date: 08-12-2019

Preparation Date: 08-13-2019

ASSOCIATED TAX FORM ID: 2019080100475

SUPPORTING DOCUMENTS SUBMITTED:

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

Page Count

1

1



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

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 438 LOT: 1
- (2) Property Address: N/A BOND STREET, BROOKLYN, NY 11231
- (3) Owner's Name: PRESIDENT UNION LLC
- Additional Name: _____

Affirmation:



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

Customer Billing Information:

Please Note:

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

Owner's Approval:

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

Print Name of Owner: _____

Signature: _____

8/12/11 Date (mm/dd/yyyy)

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

By: [Signature] District Manager

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



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

Customer Registration Form for Water and Sewer Billing

Borough	Block	Lot	Street	City	State	Zip
BROOKLYN	438	2	N/A BOND STREET	NY	NY	11231
BROOKLYN	438	3	319 BOND STREET	NY	NY	11231
BROOKLYN	445	8	327 BOND STREET	NY	NY	11231
BROOKLYN	445	8	327 BOND STREET	NY	NY	11231
BROOKLYN	445	11	383 CARROLL STREET	NY	NY	11231
BROOKLYN	445	20	426 PRESIDENT STREET	NY	NY	11231
BROOKLYN	445	50	DEMAPPED FKA PRESIDENT STREET 0	NY	NY	00000

201908010047510103

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 N/A | BOND STREET | BROOKLYN | 11231
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name PRESIDENT UNION LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 Address LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 8 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ALRES
 FRONT FEET DEPTH

6. Seller Name PRESIDENT CARROLL 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

SALE INFORMATION

10. Sale Contract Date 2 / 28 / 2019
 Month Day Year

11. Date of Sale / Transfer 8 / 12 / 2019
 Month Day Year

12. Full Sale Price \$ 9,500,000.00
 (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, G 16. Total Assessed Value (of all parcels in transfer) 17,275,500

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

BROOKLYN 438 1 | BROOKLYN 438 2 | BROOKLYN 438 3

201908010047520104

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 505 FLUSHING AVENUE UNIT 1D	DATE 8/12/19	LAST NAME	FIRST NAME
STREET NUMBER 505	STREET NAME (AFTER SALE) FLUSHING AVENUE	AREA CODE	TELEPHONE NUMBER
CITY OR TOWN BROOKLYN	STATE NY	ZIP CODE 11205	SELLER
		SELLER SIGNATURE By: Yoel Goldman, Authorized Signature	DATE 8/12/19

2019080100475201

RP - 5217 NYC

ATTACHMENT

Borough	Block	Lot
BROOKLYN	445	8
BROOKLYN	445	8
BROOKLYN	445	11
BROOKLYN	445	20
BROOKLYN	445	50

201908010047520103

EXHIBIT

D

WRITTEN CONSENT

The undersigned, two New York limited liability companies located at 505 Flushing Avenue, Unit 1D, Brooklyn, New York 11211, do hereby certify as follows:

1. President Union LLC is the prospective volunteer ("Volunteer") and new owner of the Brownfield Cleanup Program ("BCP") President Street Properties BCP Site No. C224122, which consists of seven lots located in Brooklyn, New York at Bond, Carrol and President Streets as defined in Brownfield Cleanup Agreement ("BCA") Index #C224122-06-15 (the "Brownfield Site").
2. The following person, Simon Dushinsky, a member of President Union LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer President Union LLC, including but not limited to the BCP Application, the Brownfield Cleanup Agreement ("BCA"), Applications to Amend the BCA, Change of Use Notifications, a Certificate of Completion, and if required, an Environmental Easement.
3. In addition, Simon Dushinsky, as a new member of President Carroll LLC, has also been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer President Union LLC, including but not limited to the BCP Application, the Brownfield Cleanup Agreement ("BCA"), Applications to Amend the BCA, Change of Use Notifications, a Certificate of Completion, and if required, an Environmental Easement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 11th day of September 11, 2019.

President Union LLC
President Carroll LLC


By: Yadler Rabinowitz
Member