



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:

New requestor 1065 Atlantic Avenue LLC is in contract to purchase the property from current requestor Atlantic Brooklyn, LLC.

**\*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.\***

<b>Section I: Current Agreement Information</b>		
BCP SITE NAME: Atlantic Brooklyn Project		BCP SITE NUMBER: C224305
NAME OF CURRENT APPLICANT(S): Atlantic Brooklyn, LLC		
INDEX NUMBER OF AGREEMENT: C224305-06-20		DATE OF ORIGINAL AGREEMENT: 07/08/2020
<b>Section II: New Requestor Information</b> (complete only if adding new requestor or name has changed)		
NAME 1065 Atlantic Avenue LLC		
ADDRESS c/o Douglaston Development LLC, 7 Penn Plaza, Suite 600		
CITY/TOWN New York, NY		ZIP CODE 10001
PHONE (212) 991-4545	FAX	E-MAIL jresnick@ddny.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.		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Graham Christensen		
ADDRESS Douglaston Development LLC, 7 Penn Plaza, Suite 600		
CITY/TOWN New York, NY		ZIP CODE 10001
PHONE (212) 400-9297	FAX	E-MAIL gchristensen@ddny.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) P.W. Grosser Consulting, Inc.		
ADDRESS 630 Johnson Avenue, Suite 7		
CITY/TOWN Bohemia, NY		ZIP CODE 11716
PHONE (631) 589-6353	FAX (631) 589-8705	E-MAIL JenniferL@pwgrosser.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Sive, Paget & Riesel P.C.		
ADDRESS 560 Lexington Ave, 15th Floor		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE (917) 295-6449	FAX (212) 421-1891	E-MAIL DYudelson@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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant:  New requestor is in contract to purchase the property from existing applicant. No other relationship.		

**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)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
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.

- Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☒ No
- Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☒ No
- 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.
- 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
- 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
- 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
- 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
- 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
- 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
- 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
- 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:

<input type="checkbox"/> <b>PARTICIPANT</b> 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"/> <b>VOLUNTEER</b> 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.
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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.


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
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> 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><b>From ECL 27-1405(31):</b></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: Atlantic Brooklyn Project	BCP SITE NUMBER: C224305
NAME OF CURRENT APPLICANT(S): Atlantic Brooklyn, LLC	
INDEX NUMBER OF AGREEMENT: C224305-06-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 07/08/2020	

### 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>Authorized Representative</u> of (entity <u>1065 Atlantic Avenue 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><u>my</u> 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>7/29/2022</u> Signature: <u>[Signature]</u></p> <p>Print Name: <u>Jed Resnick</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 Manager (title) of Atlantic Brooklyn, 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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/26/22 Signature: [Signature]

Print Name: Lee J. Brodsky

**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: 07/08/2020**

**Signature by the Department:**

DATED: 9/1/2022

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, Director  
Division of Environmental Remediation

Site Code: C224305



**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.**

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**FOR DEPARTMENT USE ONLY**

BCP SITE T&A CODE: \_\_\_\_\_ LEAD OFFICE: Region 2, DER  
PROJECT MANAGER: Bryan Wong

# Department of State

## Division of Corporations

### Entity Information

Return to Results

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Entity Details



**ENTITY NAME:** 1065 ATLANTIC AVENUE LLC

**FOREIGN LEGAL NAME:**

**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY

**SECTIONOF LAW:** LIMITED LIABILITY COMPANY LAW - 203  
LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY  
COMPANY LAW

**DATE OF INITIAL DOS FILING:** 04/07/2022

**EFFECTIVE DATE INITIAL FILING:** 04/07/2022

**FOREIGN FORMATION DATE:**

**COUNTY:** NEW YORK

**JURISDICTION:** NEW YORK, UNITED STATES

**DOS ID:** 6452534

**FICTITIOUS NAME:**

**DURATION DATE/LATEST DATE OF DISSOLUTION:**

**ENTITY STATUS:** ACTIVE

**REASON FOR STATUS:**

**INACTIVE DATE:**

**STATEMENT STATUS:** CURRENT

**NEXT STATEMENT DUE DATE:** 04/30/2024

**NFP CATEGORY:**

ENTITY DISPLAY   NAME HISTORY   FILING HISTORY   MERGER HISTORY   ASSUMED NAME HISTORY

Service of Process Name and Address

**Name:** THE LIMITED LIABILITY COMPANY

**Address:** 7 PENN PLAZA, SUITE 600, NEW YORK, NY, UNITED STATES, 10001

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

**Address:**

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

OPERATING AGREEMENT  
OF  
1065 ATLANTIC AVENUE LLC

**THIS OPERATING AGREEMENT** (this “Agreement”) **OF 1065 ATLANTIC AVENUE LLC**, a New York limited liability company, dated as of April 7, 2022, is entered into by Jeffrey E. Levine, an individual, Levkess Holdings LLC, a New York limited liability company, and the JEL Management Trust, a trust governed by the laws of the State of New York, each having addresses as indicated on Schedule A to this Agreement.

**WHEREAS**, Jeffrey E. Levine formed a limited liability company known as 1065 ATLANTIC AVENUE LLC (the “Company”) pursuant to the New York Limited Liability Company Law by filing Articles of Organization of the Company on April 7, 2022; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to provide for, among other things, the rights, obligations and duties of the Members to each other and the Company.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE I**  
**Definitions**

1.1 *Definitions.* In this Agreement, the following terms shall have the meanings set forth below:

(a) “*Articles of Organization*” shall mean the Articles of Organization of the Company filed on April 7, 2022 with the New York Secretary of State, as they may from time to time be amended.

(b) “*Capital Account*” as of any date shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to this Agreement.

(c) “*Capital Contribution*” shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.

(d) “*Code*” shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.

(e) “*Company*” shall refer to 1065 Atlantic Avenue LLC.

(f) “*Distribution*” means any cash and other property paid to a Member by the Company.

(g) “*Fiscal Year*” shall mean the fiscal year of the Company, which shall be the year ending December 31.

(h) “*Gain*” shall mean the income and gain of the Company for federal income tax purposes arising from a sale or other disposition of all or any portion of the Company’s property. If the value at which an asset is carried on the books of the Company pursuant to the capital account maintenance rules of Treasury Regulation Section 1.704-1(b) differs from its adjusted tax basis and gain is recognized from a disposition of such asset, the gain shall be computed by reference to the asset’s book basis rather than its adjusted tax basis.

(i) “*Membership Interests*” shall mean, with respect to the Company, the value of all Capital Contributions, and with respect to any Member, the ratio of the value of the Capital Contribution of such Member to the aggregate value of all Capital Contributions.

(j) “*Manager*” shall mean the individual and/or entity listed in the Articles of Organization or in Section 4.2 of this Agreement as a member of the Company, or any other individual or entity that succeeds him, her or it as such a member pursuant to this Agreement.

(k) “*Member*” shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

(l) “*Net Losses*” shall mean the losses of the Company, if any, determined in accordance with generally accepted accounting principles employed under the accrual method of accounting.

(m) “*Net Profits*” shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles employed under the accrual method of accounting.

(n) “*New York Act*” shall mean the New York Limited Liability Company Act.

(o) “*Person*” shall mean any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

(p) “*Project*” shall mean the development, construction and/or management of the Property in one or more phases.

(q) “*Property*” shall mean all and any portion of that certain real property known as Block 2020, Lot 68 (formerly Lots 68, 70, 73, 74 and 77) in the Borough of Brooklyn, New York City, New York, including any improvements thereon and/or contained therein.

(r) “*Treasury Regulation*” shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.



## **ARTICLE II Organization**

2.1 *Formation.* The parties hereto have authorized an organizer to form a limited liability company by preparing, executing and filing with the New York Secretary of State the Articles of Organization pursuant to the New York Act.

2.2 *Name.* The name of the Company is 1065 ATLANTIC AVENUE LLC.

2.3 *Principal Place of Business.* The principal place of business of the Company within the State of New York shall be 42-09 235<sup>th</sup> Street, Douglaston, NY 10363. The Company may establish any other places of business as the Manager may from time to time deem advisable.

2.4 *Term.* The term of the Company commenced on the date that the Articles of Organization were filed with the New York Secretary of State and shall be perpetual, unless earlier terminated in accordance with the provisions of this Agreement or the New York Act.

2.5 *Purposes.* The Company is formed for any lawful business purpose and purposes.

## **ARTICLE III Members**

3.1 *Names and Addresses.* The names and addresses of the Members and the respective Membership Interests are as set forth in Schedule A to this Agreement.

3.2 *Additional Members.* A Person may be admitted as a member after the date of this Agreement only in accordance with the terms of Article IX hereof.

3.3 *Books and Records.* The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement.

3.4 *Information.* Each Member shall inspect during ordinary business hours and at the principal place of business of the Company the Articles of Organization, the Operating Agreement, the minutes of any meeting of the Members and any tax returns of the Company for the immediately preceding three Fiscal Years.

3.5 *Limitation of Liability.* Each Member's liability shall be limited as set forth in this Agreement, the New York Act and other applicable law. A Member shall not be personally liable for any indebtedness, liability or obligation of the Company, except that such Member shall remain personally liable for the payment of his or her Capital Contribution and as otherwise set forth in this Agreement, the New York Act and any other applicable law.

3.6 *Priority and Return of Capital.* No Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, Net Losses or a Distribution; provided, however, that this Section shall not apply to any loan or other indebtedness

(as distinguished from a Capital Contribution) made by a Member to the Company.

3.7 *Liability of a Member to the Company.* A Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to the Company only to the extent now or hereafter provided by the New York Act. A Member who or which receives a Distribution made by the Company in violation of this Agreement or made when the Company's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to the Company for the amount of such Distribution.

3.8 *Financial Adjustments.* No Members admitted after the effective date of this Agreement shall be entitled to any retroactive allocation of Net Losses, Net Profits or expense deductions incurred by the Company. The Manager may, at the discretion of the Manager, at the time a Member is admitted, close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of Net Losses, Net Profits and expense deductions to such Member for that portion of the Fiscal Year in which such Member was admitted in accordance with the Code.

## **ARTICLE IV**

### **Management**

4.1 *Management.* Management of the Company shall be undertaken by the manager(s) identified in Section 4.2 of this Agreement (the "Manager(s)") and shall not be vested in the Members.

4.2 *Number, Tenure and Qualifications of Manager.* Jeffrey E. Levine shall serve as the initial Manager. There shall be one (1) Manager of the Company, which number may be amended from time to time by the vote or written consent of at least two-thirds of all Membership Interests. Each Manager shall hold office until the next annual meeting of the Members or until a successor shall have been elected and qualified. Each Manager shall be elected by the vote or written consent of at least a majority of all Membership Interests and need not be residents of the State of New York or Members of the Company.

4.3 *Powers of Manager.* The Manager shall have exclusive power and authority to manage the business and affairs of the Company. The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Any Person may rely upon any document executed by the Manager on behalf of the Company as being a duly authorized obligation of the Company.

4.4 *Binding Authority.* Unless authorized to do so by this Agreement or the Manager, no Person shall have any power or authority to bind the Company unless such Person has been authorized by the Manager to act on behalf of the Company in accordance with Subsection 4.3 hereof. The Manager is authorized to contract with persons and/or entities which are related to or affiliated with Manager and/or any Member.

4.5 *Liability for Certain Acts.* The Manager shall be obligated to perform its duties in

good faith, in a manner it reasonably believes to be in the best interests of the Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Manager who so performs such duties shall not have any liability by reason of being or having been a Manager. A Manager shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Manager. Without limiting the generality of the preceding sentence, a Manager does not in any way guaranty the return of any Capital Contribution to a Member or a profit for the Members from the operations of the Company.

4.6 *No Exclusive Duty to Company.* The Manager shall not be required to manage the Company as its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right pursuant to this Agreement to share or participate in such other business interests or activities or to the income or proceeds derived therefrom. The Manager shall incur no liability to the company or any Member as a result of engaging in any other business interest or activities.

4.7 *Indemnification.* The Company shall indemnify and hold harmless the Manager from and against all claims and demands to the maximum extent permitted under the New York Act.

4.8 *Resignation.* The Manager may resign at any time by giving written notice to the Company. The resignation of the Manager shall take effect upon receipt of such notice or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

4.9 *Removal.* Any Manager may be removed or replaced with or without cause by the vote or written consent of at least a majority of Membership Interests. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member.

4.10 *Vacancies.* Any vacancy occurring for any reason in the number of Managers may be filled by the vote or written consent of at least a majority of all the Membership Interests. A Manager elected to fill a vacancy shall be elected for the unexpired term of the Manager's predecessor in office and shall hold office until the expiration of such term and until the Manager's successor has been elected and qualified. A Manager chosen to fill a position resulting from an increase in the number of managers shall hold office until the next annual meeting of Members and until a successor has been elected and qualified.

4.11 *Salaries.* The salaries and other compensation of the Manager shall be fixed from time to time by the vote or written consent of at least a majority of the Membership Interests. No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

4.12 *Officers.* The Members may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Members. Any officer may be removed by the Members at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by a majority vote of the Membership Interests.

4.13 *Authorized Representatives.* Each of Jed Resnick, Steven Charno, and Michael Kessler (each, an “Authorized Representative”) shall (a) be an “authorized person” within the meaning of the Act and (b) have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise; provided, however, that no Authorized Representative shall have the authority to bind the Company in a manner that causes the Company to violate the terms of this Agreement.

## **ARTICLE V**

### **Meetings of Members**

5.1 *Annual Meeting.* The annual meeting of the Members shall be held on each second Friday in September or at such other time as shall be determined by the vote or written consent of the Membership Interests for the purpose of the transaction of any business as may come before such meeting.

5.2 *Special Meetings.* Special meetings of the Members, for any purpose or purposes, may be called by any Manager or any Member holding not less than ten percent of the Membership Interests.

5.3 *Place of Meetings.* Meetings of the Members may be held at any place convenient to the Members, within or outside the State of New York, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the chief executive office of the Company.

5.4 *Notice of Meetings.* Written notice stating the place, day and hour of the meeting indicating that it is being issued by or at the direction of the person or persons calling the meeting, stating the purpose or purposes of which the meeting is called shall be delivered no fewer than ten nor more than sixty days before the date of the meeting.

## **ARTICLE VI**

### **Capital Contribution**

6.1 *Capital Contributions.* Each Member shall contribute the amount set forth in Schedule A to this Agreement as the Capital Contribution to be made by him, her or it.

6.2 *Additional Contributions.* Except as set forth in Section 6.1 of this Agreement, no Member shall be required to make any Capital Contribution.

6.3 *Capital Accounts.* A Capital Account shall be maintained for each Member. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by such Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account shall be decreased by the value of each Distribution made to such Member by the Company, allocations to such Member of Net Losses and other allocations to such Member pursuant to the Code.

6.4 *Transfers.* Upon a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the Member transferring his, her or its Membership Interests shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

6.5 *Modifications.* The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Section 704(b) of the Code. If in the opinion of the Manager the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the method in which Capital Accounts are maintained shall be so modified, provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

6.6 *Deficit Capital Account.* Except as otherwise required in the New York Act or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in his, her or its Capital Account.

Notwithstanding the foregoing, in the event a Member unexpectedly receives in any taxable year any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6) that cause or increase an Adjusted Capital Account Deficit of such Member, items of Company income and gain shall be specially allocated to such Member in such taxable year (and, if necessary, in succeeding taxable years) in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible. It is the intent that items to be so allocated shall be determined and the allocations made in accordance with the qualified income offset provision of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and Section 7.03(c) shall be interpreted consistently therewith.

For purposes of this Agreement, the term "Adjusted Capital Account Deficit" shall mean the deficit balance, if any, in a Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is otherwise treated as being obligated to restore under Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5); and



(ii) Debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

6.7 *Withdrawal or Reduction of Capital Contributions.* A Member shall not receive from the Company a return of any portion of its Capital Contribution until all indebtedness, liabilities of the Company, except any indebtedness, liabilities and obligations to Members on account of their Capital Contributions, have been paid or there remains property of the Company, in the sole discretion of the Manager, sufficient to pay them. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.

## **ARTICLE VII**

### **Allocations and Distributions**

7.1 *Allocations of Profits and Losses.* The Net Profits and the Net Losses for each Fiscal Year shall be allocated to each Member in accordance with the ratio of the value of his, her or its Capital Account to the value of all Capital Accounts in the aggregate.

7.2 *Distributions.* The Manager may, from time to time, determine to make Distributions to the Members. All Distributions shall be made to the members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.

It is the intent of the Members that Distributions will be made, to the extent of available funds, in amounts sufficient to cover anticipated personal income taxes on net income allocated to each Member for each taxable year.

7.3 *Offset.* The Company may offset all amounts owing to the Company by a Member against any Distribution to be made to such Member. In the event that the Capital Contribution required of a Member pursuant to Article VI or Section 4.2 hereof, has not been paid in full at the time a Distribution is made, that part of the Distribution allocated to the Member(s) who has an unpaid Capital Contribution(s) shall be used first to pay such Capital Contribution, before any balance is distributed to the Member. In the event that a Member has made a promissory note to the Company as part of a required Capital Contribution, the promissory note will be deemed to have matured and become due and payable to the extent of the available cash distribution.

7.4 *Limitation Upon Distributions.* No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

7.5 *Interest on and Return of Capital Contributions.* No Member shall be entitled to interest on his, her or its Capital Contribution or to a return of his, her or its Capital Contribution, except as specifically set forth in this Agreement.

7.6 *Accounting Period.* The accounting period of the Company shall be the Fiscal Year.

## **ARTICLE VIII**

### **Taxes**

8.1 *Tax Returns.* The Manager shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member shall furnish to the Manager all pertinent information in its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

8.2 *Tax Elections.* The Company shall make the following elections on the appropriate tax returns:

- (a) To adopt the calendar year as the Fiscal Year;
- (b) To adopt the accrual method of accounting and keep the Company's books and records in accordance therewith;
- (c) If a Distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any Member, to elect to adjust the basis of the property of the Company pursuant to Section 754 of the Code;
- (d) To elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company under Section 195 of the Code ratably over a period of sixty months as permitted by Section 709(b) of the Code; and
- (e) Any other election that the Manager may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of Subchapter K or the Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

8.3 *Partnership Representative.*

(a) The Manager shall be the "partnership representative" of the Company pursuant to Section 6223 of the Code (the "Partnership Representative"), and the Company and the Members shall complete any actions necessary or reasonably appropriate (including executing any required certificates or other documents) to effect such designation.

(b) Unless otherwise unanimously agreed to by the Members, the Partnership Representative will or will cause the Company, to the extent eligible, to make the election under Section 6221(b) of the Code with respect to determinations of adjustments at the partnership level and take any other action (such as disclosures and notifications) necessary or appropriate to effect such election.

(c) To the extent the election under Section 6221(b) is not available to the Company, the Partnership Representative will or will cause (unless otherwise unanimously agreed to by the Members) the Company to make the election under Section 6226(a) of the Code with respect to the alternative to payment of imputed underpayment by a partnership and take any other action (such as filings, disclosure and notifications) as may be necessary or appropriate to effect such election.

(d) The Partnership Representative shall inform the other Members of all significant matters that may come to its attention in its capacity as tax matters partner by giving notice thereof within ten days after becoming aware thereof and, within such time, shall forward to each other Member copies of all significant written communications it may receive in such capacity.

(e) The Partnership Representative shall not agree to any notice of proposed partnership adjustment or notice of final partnership adjustment without the prior written consent of all of the Members, which consent shall not be unreasonably withheld.

## **ARTICLE IX**

### **Transferability of Membership Interests**

9.1 *General.* Except as approved in writing by the Manager, no Member shall gift, sell, assign, pledge, hypothecate, exchange or otherwise transfer to another Person any portion of a Membership Interest.

## **ARTICLE X**

### **Dissolution**

10.1 *Dissolution.* The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The latest date on which the Company is to dissolve, if any, as set forth in the Articles of Organization;

(b) The determination of the Manager, or

(c) The bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of Jeffrey E. Levine, unless within one hundred eighty (180) days after such event the Company is continued by the vote or written consent of a majority of all of the remaining owners of Membership Interests.

10.2 *Winding up.* Upon the dissolution of the Company the Manager may, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon winding up of the Company,

the assets shall be distributed as follows:

(a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;

(b) To Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

(c) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

10.3 *Articles of Dissolution.* Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the New York Act.

10.4 *Deficit Capital Account.* Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulation, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such litigation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

10.5 *Nonrecourse to Other Members.* Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return any Capital Contribution of any Member, such member shall have no recourse against any other member.

10.6 *Termination.* Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

## **ARTICLE XI**

### **General Provisions**

11.1 *Notices.* Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Member of the Company at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this Section.

11.2 *Amendments.* This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Members with respect thereto, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Member's obligations pursuant to this Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

11.3 *Construction.* Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.4 *Headings.* The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

11.5 *Waiver.* No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

11.6 *Severability.* Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

11.7 *Binding.* This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees or the Members, except that right or obligation of a Member under this Agreement may be assigned by such Member to another Person without first obtaining the written consent of all other members or the Manager.

11.8 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11.9 *Governing Law.* This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

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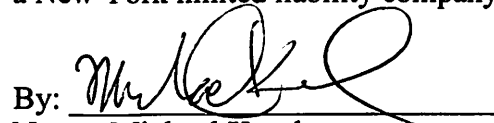
IN WITNESS WHEREOF, the individuals and entities signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement by so signing this Agreement.

**MANAGER AND MEMBER:**

  
JEFFREY E. DEVINE


**MEMBER:**

**LEVKESS HOLDINGS LLC,**  
a New York limited liability company

By:   
Name: Michael Kessler  
Title: Authorized Representative

**MEMBER:**

**JEL MANAGEMENT TRUST,**  
a trust governed by the laws of the State of New York

By:   
Name: Jeffrey E. Devine  
Title: Trustee

[Signature Page to Operating Agreement of 1065 Atlantic Avenue LLC]

**SCHEDULE A**

**1065 ATLANTIC AVENUE LLC  
MEMBERSHIP INTERESTS**

<b>MEMBER</b>	<b>MEMBERSHIP INTEREST</b>	<b>CAPITAL CONTRIBUTIONS</b>
Jeffrey E. Levine 42-09 235 <sup>th</sup> Street 2 <sup>nd</sup> Floor Douglaston, NY 11363	98%	\$98.00
Levkess Holdings LLC 42-09 235 <sup>th</sup> Street 2 <sup>nd</sup> Floor Douglaston, NY 11363	1%	\$1.00
JEL Management Trust 42-09 235 <sup>th</sup> Street 2 <sup>nd</sup> Floor Douglaston, NY 11363	1%	\$1.00

## **VOLUNTEER STATEMENT**

The new Requestor, 1065 Atlantic Avenue LLC, qualifies as a “Volunteer” because all disposals of hazardous substances occurred prior to the time 1065 Atlantic Avenue LLC will acquire title to the BCP Site and because it does not have any affiliation with any responsible party. The new Requestor has not yet taken title to the BCP Site. As such, the new Requestor, 1065 Atlantic Avenue LLC, qualifies as a “Volunteer” as defined in ECL 27-1504(1)(b).

## ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 1st day of August 2022, by and between Atlantic Brooklyn, LLC ("**Grantor**"), and 1065 Atlantic Avenue LLC ("**Grantee**").

WHEREAS, Grantor owns the real property located at 1045-1065 Atlantic Avenue, Brooklyn, New York (Block 2020, Lot 68 on the tax map of the City of New York), together with the building and improvements thereon ("**Grantor's Property**"); and

WHEREAS, Grantor's Property has been entered into the New York State Brownfield Cleanup Program ("**BCP**"); and

WHEREAS, Grantee has executed a contract to purchase Grantor's Property; and

WHEREAS, Grantee require access to Grantor's Property to continue the investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantor desires to grant Grantee such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor's Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantee to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantee and the New York State Department of Environmental Conservation. In the event that an environmental easement is required as a condition of the BCA, Grantor will cooperate with Grantee in recording the easement.


2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of their rights hereunder.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

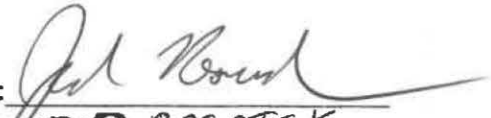


IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantees and is effective as of the date set forth above.

**GRANTOR:**  
ATLANTIC BROOKLYN, LLC

By:   
Name: Lee S. Bradsky  
Title:

**GRANTEE:**  
1065 ATLANTIC AVENUE LLC

By:   
Name: JED RESNICK  
Title: CHIEF OPERATING OFFICER