



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

Amendment to modify the existing BCA: [check one or more boxes below]

- Add applicant(s)
- Substitute applicant(s)
- Remove applicant(s)
- Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? Yes No

1b. Change in ownership Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

2. Required: Please provide a brief narrative on the nature of the amendment:

The current owner/BCA party (155 Third St., LLC) will be conveying its interest to a new joint venture (Third Street Owner LLC). 155 Third St., LLC will remain a member of Third Street Owner LLC, which includes new ownership members not previously included in the BCA.

The current BCP site boundary (Brooklyn Block 462, Lot 14) will be expanded to include the adjoining lot (Brooklyn Block 462, Lot 12). Lot 12 will be conveyed to Third Street Owner LLC by its current owner Scafuri & Son 142, LLC who is another member of the joint venture.

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

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves more than an insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I. Current Agreement Information		
BCP SITE NAME: 141 3rd Street		BCP SITE NUMBER: C224336
NAME OF CURRENT APPLICANT(S): 155 Third St., LLC		
INDEX NUMBER OF AGREEMENT: C224336-01-22		DATE OF ORIGINAL AGREEMENT: 02/04/2022
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME Third Street Owner LLC		
ADDRESS 155 3rd Street		
CITY/TOWN Brooklyn		ZIP CODE 11231
PHONE 718-576-3645	FAX	E-MAIL malbert@monadnockdevelopment.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Matthew Albert		
ADDRESS 155 3rd Street		
CITY/TOWN Brooklyn		ZIP CODE 11231
PHONE 718-576-3645	FAX	E-MAIL malbert@monadnockdevelopment.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C		
ADDRESS 21 Penn Plaza, 360 West 31st Street, 8th Floor		
CITY/TOWN New York		ZIP CODE 10001
PHONE 212-479-5400	FAX	E-MAIL gnicholls@langan.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) David Yudelson, Sive Paget & Riesel, P.C.		
ADDRESS 560 Lexington Avenue, 15th Floor		
CITY/TOWN New York		ZIP CODE 10022
PHONE 646-378-7219	FAX	E-MAIL dyudelson@sprlaw.com
<p>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? Attachment 1 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>Requestor is new joint venture entity, with similar ownership members but is introducing additional ownership members as represented on the attached organizational chart.</p>		

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) Scafuri & Son 142, LLC		Lot 12 Owner
ADDRESS 127 Willow Avenue		
CITY/TOWN Staten Island		ZIP CODE 10305
PHONE (917) 577-3186	FAX	E-MAIL scafuriandson@gmail.com
OPERATOR'S NAME (if different from requestor or owner)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
 Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

1. Property information on current agreement:

ADDRESS 141 3rd Street

CITY/TOWN Brooklyn

ZIP CODE 11231

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 1.03

Parcel Address	Section No.	Block No.	Lot No.	Acreage
141 3rd Street	3	462	14	1.03

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:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Added by Parcel
140 2nd Street	3	462	12	0.163

Total acreage to be added: 0.163

Reduction of property

2b. PARCELS REMOVED:

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

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.

Attachments 2 and 3

3. TOTAL REVISED SITE ACREAGE: 1.193

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31):	
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 141 3rd Street	BCP SITE NUMBER: C224336
NAME OF CURRENT APPLICANT(S): 155 Third St., LLC	
INDEX NUMBER OF AGREEMENT: C224336-01-22	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 02/04/2022	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title Manager) of (entity Third Street Owner LLC); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Nicholas Lembo's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/22/2022 Signature: 

Print Name: Nicholas Lembo

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 155 Third St., 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. Nicholas Lembo's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/22/2022 Signature: 

Print Name: Nicholas Lembo

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input checked="" type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 02/04/2022

Signature by the Department:

DATED: April 8, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Susan Edwards*

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

SUBMITTAL REQUIREMENTS:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: Aaron Fischer

SIVE | PAGET | RIESEL

ADAM STOLOROW
DIRECT DIAL: 646.378.7256
ASTOLOROW@SPRLAW.COM

March 4, 2022

VIA EMAIL

Kelly Lewandowski, PE
Chief, Site Control Section
Division of Environmental Remediation
New York State Dept. of Environmental Conservation
625 Broadway
Albany, New York 12233-1500

Re: 141 3rd Street (Site No. C224336) BCA Amendment
Application to Add Requestor and Expand BCP Site Boundary

Dear Ms. Lewandowski,

Please find enclosed a Brownfield Cleanup Agreement amendment application for BCP Site C224336, 141 3rd Street. The purpose of this application is to reflect the intention of the current site owner/BCA party (155 Third St., LLC) to participate in a new joint venture to develop the current BCP parcel, Block 462, Lot 14, as well as the adjacent parcel, Block 462, Lot 12. 155 Third St., LLC will be conveying its interest to a new joint venture (Third Street Owner LLC). 155 Third St., LLC will remain a member of Third Street Owner LLC, which includes new ownership members not previously included in the BCA.

In addition to adding the new JV entity Third Street Owner LCC, this amendment seeks to expand the current BCP site boundary to include Lot 12. The application includes access agreements for the current and new requestors to access Lots 12 and 14.

If you have any questions or comments, please feel free to reach out. Thank you very much for your assistance in this matter.

Sincerely,



Adam Stolorow

Enclosures via Sharefile

SIVE | PAGET | RIESEL

ADAM STOLOROW
DIRECT DIAL: 646.378.7256
ASTOLOROW@SPRLAW.COM

March 9, 2022

VIA EMAIL

Kelly Lewandowski, PE
Chief, Site Control Section
Division of Environmental Remediation
New York State Dept. of Environmental Conservation
625 Broadway
Albany, New York 12233-1500

Re: 141 3rd Street (Site No. C224336) Transfer of
Ownership

Dear Ms. Lewandowski,

This letter provides formal notice of transfer of ownership for BCP Site C224336, 141 3rd Street. The prior site owner and current requestor on the BCA (155 Third St., LLC) has transferred ownership of the property at Block 462, Lot 14 to a new joint venture (Third Street Owner LLC). A Change of Use form was previously submitted for this transfer of ownership and a BCA Amendment Application was submitted on March 4, 2022 seeking to add the new owner of Lot 14 to the BCA.

The contact information for the new owner is:

Third Street Owner LLC
155 3rd Street
Brooklyn, NY 11231
(718) 576-3645
malbert@monadnockdevelopment.com

An updated site access agreement was included with the March 4, 2022 BCA Amendment application.

Sincerely,



Adam Stolorow

ATTACHMENT 1

**REQUESTOR INFORMATION
AND AUTHORIZATIONS**

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details



ENTITY NAME: THIRD STREET OWNER LLC	DOS ID: 6405236
FOREIGN LEGAL NAME: THIRD STREET OWNER LLC	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 02/14/2022	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 02/14/2022	INACTIVE DATE:
FOREIGN FORMATION DATE: 02/14/2022	STATEMENT STATUS: CURRENT
COUNTY: KINGS	NEXT STATEMENT DUE DATE: 02/29/2024
JURISDICTION: DELAWARE, UNITED STATES	NFP CATEGORY:

[ENTITY DISPLAY](#)
[NAME HISTORY](#)
[FILING HISTORY](#)
[MERGER HISTORY](#)
[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE LLC
Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATES, 11231

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

THIRD STREET OWNER LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") is adopted, executed, and agreed to as of this 14th day of February 2022 by Third Street JV LLC, a New York limited liability company with an address at 155 3rd Street, Brooklyn, New York 11231, as sole member (the "Member").

Article I

Formation and Name: Office; Purpose; Term

1.1. *Organization.* The Member is organizing a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, as amended from time to time (the "Law"), and pursuant to the provisions of this Agreement and, for that purpose, has caused the Certificate of Formation to be prepared, executed, and filed with the Secretary of State of the State of Delaware on February 14, 2022.

1.2. *Name of the Company.* The name of the limited liability company shall be **THIRD STREET OWNER LLC** (the "Company"). The Company may do business under that name and under any other name or names upon which the Member decides. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall file a certificate as required by the Law.

1.3. *Purpose.* The Company is organized primarily to participate directly or indirectly in the acquisition, ownership, construction, development, financing, operating, maintenance and disposition of certain real property and improvements located in Brooklyn, New York, do any and all things necessary, convenient, or incidental to those purposes, engage in such additional or other activities as the Member shall deem necessary, advisable, and any other lawful purpose permitted under the Law.

1.4. *Term.* The Company shall have a perpetual existence, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

1.5. *Registered Agent.* The registered office of the Company in the State of Delaware is c/o United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, Delaware 19904. The name of the Company's registered agent at that address is United Corporate Service.

1.6. *Members.* The name and present mailing address of the Member is as follows:

Name

Address

Third Street JV LLC

155 3rd Street, Brooklyn, New York 11231

1.7. *SPE Provisions.* The Company hereby represents, warrants and covenants to CMFG Life Insurance Company (the “Lot 14 Mortgagee”), that the Company, for so long as that certain consolidated mortgage in the original principal amount of \$5,000,000.00 dated March 10, 2021 and recorded against the property located in the Borough of Brooklyn, City and State of New York designated as Block 462, Lot 14 on the NYC Tax Map, with a street address of 155 3rd Street (the “Property”) on March 19, 2021 at CRFN 2021000102459 (the “Lot 14 Mortgage”) or any other loan from Lot 14 Mortgagee to the Company remains outstanding:

- a. shall maintain its existence as a Limited Liability Company in good standing under the laws of the State of Delaware and shall not dissolve, liquidate, wind-up, consolidate, without, in each instance, the prior written consent of Lot 14 Mortgagee, its successors or assigns;
- b. does not own and shall not own any asset or property either in fee simple absolute or as the leasehold interest, other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
- c. shall not engage in any business other than the ownership, management and operation of the Property and Company will conduct and operate its business as presently conducted and operated;
- d. shall not enter into any contract or agreement with any Affiliate of the Company, any constituent party of the Company, any Guarantor, or any Affiliate of any constituent party or Guarantor, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party;
- e. has not incurred and shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than: (i) the loan secured by the Lot 14 Mortgage (the “Loan”), (ii) unsecured trade and operational debt incurred in the ordinary course of business and (iii) debt incurred in the financing of equipment and other personal property used on the Property, but, in no event, to exceed \$50,000.00. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property;
- f. has not made and will not make any loans or advances to any third party (including any Affiliate or constituent party, any Guarantor or any Affiliate of any constituent party or Guarantor), and shall not acquire obligations or securities of its Affiliates;
- g. is solvent and reasonably expects to be able to pay its debts from its assets as the same shall become due;
- h. has done or caused to be done and shall do all things necessary to observe organizational formalities and preserve its existence, and will not, nor will any partner, member, shareholder, trustee, beneficiary, or principal amend, modify or

- otherwise change any provision of such party's organizational documents which pertains to the subject matter of this Section 2.8;
- i. shall continuously maintain its existence and right to do business in the state where the Property is located;
 - j. will conduct and operate its business as presently conducted and operated;
 - k. shall maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party of the Company and shall file its own tax returns unless required otherwise by applicable law. The Company shall maintain its books, records, resolutions and agreements as official records;
 - l. shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of the Company, any constituent party of the Company, any guarantor of the Loan ("Guarantor") or any Affiliate of any constituent party or Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate checks;
 - m. shall not, nor shall any constituent party, seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company;
 - n. has and reasonably expects to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
 - o. shall not commingle the funds and other assets of the Company with those of any Affiliate, constituent party, Guarantor, or any Affiliate of any constituent party or Guarantor, or any other person;
 - p. has and shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party, any Guarantor, or any Affiliate of any constituent party or Guarantor, or any other person;
 - q. does not and shall not guarantee, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity or the decisions or actions respecting the daily business or affairs of any other person or entity;
 - r. shall not permit any Affiliate or constituent party independent access to its bank accounts;

- s. shall pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations; and
- t. shall not, nor shall any partner, member, shareholder, trustee, beneficiary or principal violate this Section 1.7.

As used in this Section 1.7, the term “Affiliate” shall mean with respect to any entity, any person or entity which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity. For purposes of this definition, “control” of an entity shall mean the power, direct or indirect, (i) to vote or direct the voting of 50% or more of the outstanding ownership interest of such entity, or (ii) to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise

Article II Member; Capital; Capital Account

2.1. *Initial Capital Contribution.* Upon the execution of this Agreement, the Member is contributing to the company cash in the amount of \$100.00.

2.2. *No Additional Capital Contributions Required.* The Member shall not be required to contribute any additional capital to the Company unless authorized by the Member. The Member shall not have any personal liability for any debt, obligation or liability of the Company.

2.3. *No Interest on Capital Contributions.* The Member shall not be paid interest on its Capital Contribution.

2.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement or as determined by the Member in its sole discretion, the Member shall not have the right to receive any return of its Capital Contribution.

2.5. *Form of Return of Capital.* If the Member is entitled to receive a return of its Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Member in return of the Capital Contribution.

2.6. *Loans.* The Member may, at any time, make or cause a loan to be made to the company in any amount and on those terms as determined by the Member.

Article III Profit, Loss, and Distributions

3.1. *Distributions of Cash Flow.* Cash Flow for the Company may be distributed to the Member at such times and in such amounts as determined by the Member. Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.

Article IV

Management: Rights, Powers, and Duties

4.3. Management.

4.3.1. The Company shall be managed by the Member. The Member shall have the full and exclusive right and power to act for and bind the Company.

4.3.2. The Member may cause the Company to employ and retain such other persons as may be necessary or appropriate for the conduct of the Company's business, on such terms as the Member shall determine, including persons who may be designated as officers. The officers of the Company shall have the titles, powers and duties delegated to them by the Member. Any number of titles may be held by the same officer.

4.3.3. The Member shall have the power and authority to delegate his or her right and power to manage and control the business and affairs of the Company to one or more other persons (including one or more committees, managers and agents, employees and/or affiliates of a manager), including delegation by management agreement or other arrangement.

4.4. Liability and Indemnification.

4.4.1 Except as otherwise provided by law, no Member shall be liable, responsible or accountable in any way for damages or otherwise to the Company or to any of the Members for any act or failure to act pursuant to this Agreement or otherwise unless there is a judicial determination that (i) such person acted in bad faith, (ii) the conduct of such person constituted intentional misconduct or a knowing violation of law, (iii) such person gained a financial benefit to which he or she was not legally entitled or (iv) such person failed to perform his or her duties, specifically with respect to distributions under Section 508(a) of the Law, in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

4.4.2. The Company shall indemnify, defend and hold harmless the Member and any delegate, employee, or officer of the Member (severally, the "Indemnitee" and collectively, the "Indemnitees"), from and against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnitee pursuant to this Agreement, or the business and affairs of the Company, to the fullest extent permitted by law; provided, however, that an Indemnitee shall not be entitled to indemnification hereunder if there is a judicial determination that (a) such Indemnitee's actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were

material to the cause of action so adjudicated, or (b) such Indemnitee personally gained a financial benefit to which the Indemnitee was not legally entitled.

Article V
Transfers of Interest

5.1. *Transfers.* The Member may transfer in whole or in part its interest in the Company.

Article VI
Admission of Additional Members

6.1. *Admission of Additional Members.* The Member may admit one or more additional members to the Company.

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. upon the consent of the Member;

7.1.2. upon the dissolution of the Member; or

7.1.3. upon the entry of a decree of judicial dissolution under Section 702 of the Law.

Article VIII
General Provisions

8.1. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware.

8.2. *Article and Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

8.3. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Member has executed, or caused this Agreement to be executed as of the date set forth hereinabove.

MEMBER:

THIRD STREET JV LLC


By: Third Street JV Manager LLC, its manager

By: Third Street Manager LLC, its manager

By: Monadnock Third Street LLC, its sole member

By: Monadnock Development LLC, its sole member

By: MonDev Manager LLC, its manager

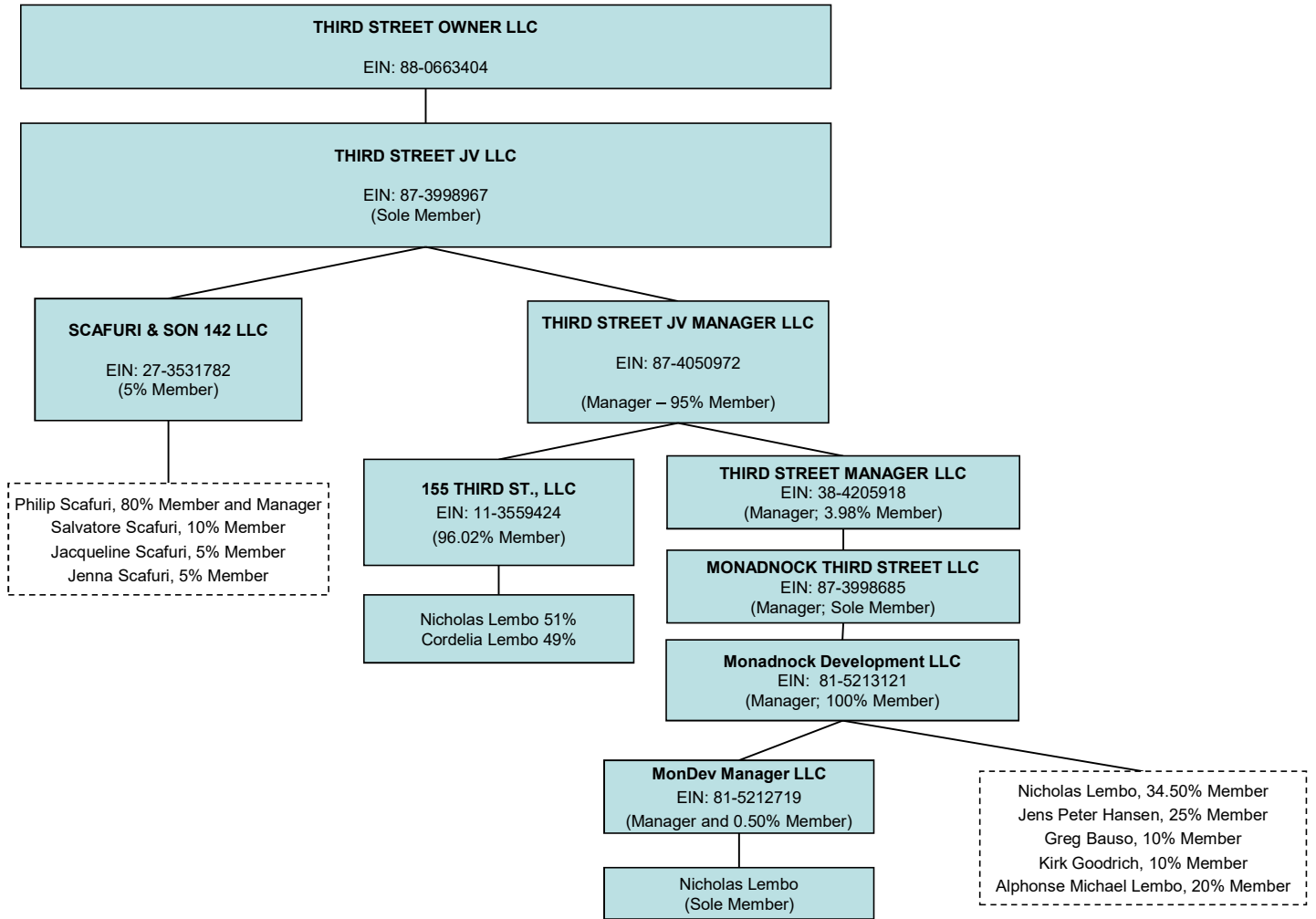
By:  _____

Name: Nicholas Lembo

Title: Sole Member

ORGANIZATIONAL CHART

142 2nd Street, Brooklyn, New York (Block 462, Lot 12)
155 3rd Street, Brooklyn, New York (Block 462, Lot 14)



RESOLUTION

Third Street Owner LLC, a Delaware limited liability company (the “LLC”) does hereby consent to and adopt the following resolutions:

WHEREAS, the LLC will be the developer of the properties located at 142 Second Street and 155 Third Street, Brooklyn, New York (Block 462, Lots 12 and 14 on the Tax Map of Kings County (the “Property”));

WHEREAS, Lot 14 of the Property has been accepted into the New York State Department of Environmental Conservation Brownfields Cleanup Program (the “BCP”), site C224336;

WHEREAS, the LLC is seeking to be added as a requestor to the Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation (the “Agreement”), evidencing its participation in the BCP;

WHEREAS, the current BCP requestor for Site C224336 is seeking to add Lot 12 of the Property into the BCP.

NOW, THEREFORE, BE IT RESOLVED, that the LLC hereby authorizes and directs Nicholas Lembo as Authorized Signatory to acknowledge, execute and deliver for and on behalf of the LLC, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement, and to take such additional actions as he deems desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

RESOLVED FURTHER, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the LLC and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the LLC as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the LLC for all purposes.

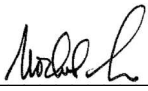
[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Resolution in the capacity noted below as of this 3 day of March 2022.

THIRD STREET OWNER LLC

By: THIRD STREET JV LLC
Sole Member


By: Third Street JV Manager LLC, its manager
By: Third Street Manager LLC, its manager
By: Monadnock Third Street LLC, its sole member
By: Monadnock Development LLC, its sole member
By: MonDev Manager LLC, its manager

By: 
Name: Nicholas Lembo
Title: Sole Member

ACKNOWLEDGMENT

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

On this 3 day of March, 2022, before me, the undersigned, personally appeared Nicholas Lembo, personally known to me or proved to me on the basis of satisfactory evidence to 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, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
CARMEN M. TORRES
Commissioner of Deeds
City of New York-No. 2-140441
Certificate Filed in Kings County
Term Expires December 1, 2023

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 3rd day of March 2022, by and between 155 Third St., LLC (“**Grantor**”), and Third Street Owner LLC. (“**Grantee**”).

WHEREAS, Grantor owns the real property located at 155 Third Street, Brooklyn, New York (Block 462, Lot 14), together with the building and improvements thereon (“**Grantor’s Property**”); and

WHEREAS, Grantor’s Property has been accepted into the New York State Brownfield Cleanup Program (“**BCP**”) with the Grantor as Requestor under the BCP; and

WHEREAS, Grantor and Grantee are filing a Brownfield Cleanup Agreement Amendment application to add Grantee as an additional Requestor under the BCP; and

WHEREAS, Grantee requires 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.

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 its rights hereunder.

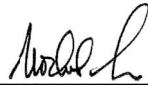
3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

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

GRANTOR:
155 THIRD ST., LLC

GRANTEE:
THIRD STREET OWNER LLC

By: 
Name: Nicholas Lembo
Title: Manager

By: 
Name: Nicholas Lembo
Title: Manager

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 3rd day of March 2022, by and between Scafuri & Son 142, LLC (“**Grantor**”), and 155 Third St., LLC and Third Street Owner LLC (collectively, “**Grantees**”).

WHEREAS, Grantor owns the real property located at 142 Second Street, Brooklyn, New York (Block 462, Lot 12), together with the building and improvements thereon (“**Grantor’s Property**”); and

WHEREAS, Grantees intend to enter Grantor’s Property into the New York State Brownfield Cleanup Program (“**BCP**”) with the Grantees as the Requestor under the BCP; and

WHEREAS, Grantees requires access to Grantor’s Property to undertake investigatory, remedial and other related tasks required by the BCP (collectively, the “**Work**”); and

WHEREAS, Grantor desires to grant Grantees such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantees 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 Grantees, their agents, employees, architects, engineers, contractors and consultants (collectively, the “**Grantee Related Parties**” and each a “**Grantee Related Party**”), vehicles, equipment and materials required by Grantees to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantees and the New York State Department of Environmental Conservation.


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 Grantees’ 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 Grantee and is effective as of the date set forth above.

GRANTOR:

SCAFURI & SON 142, LLC

By: 
Name: Philip Scafuri
Title:

GRANTEE:

155 THIRD ST., LLC

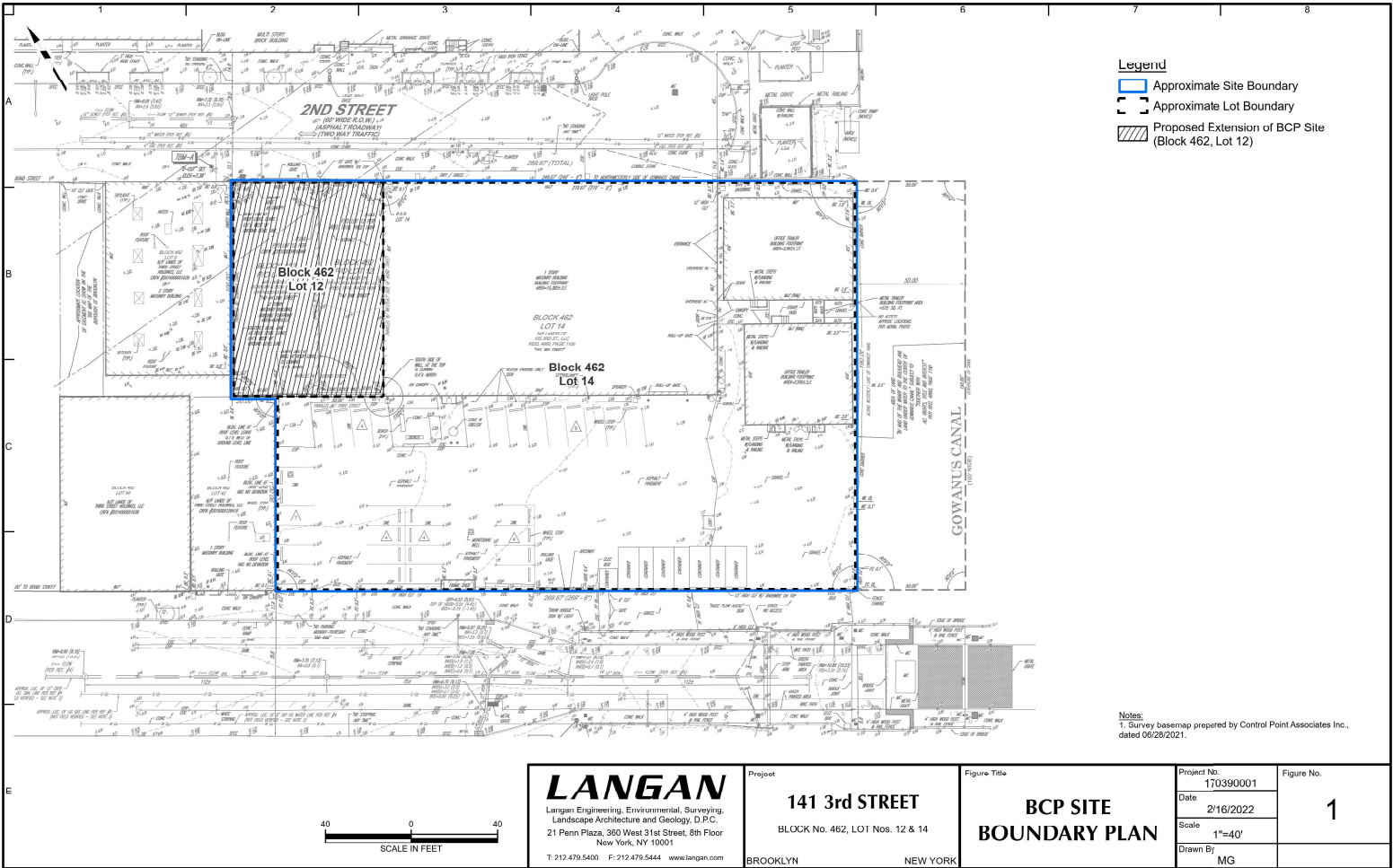
By: 
Name: Nicholas Lembo
Title: Manager

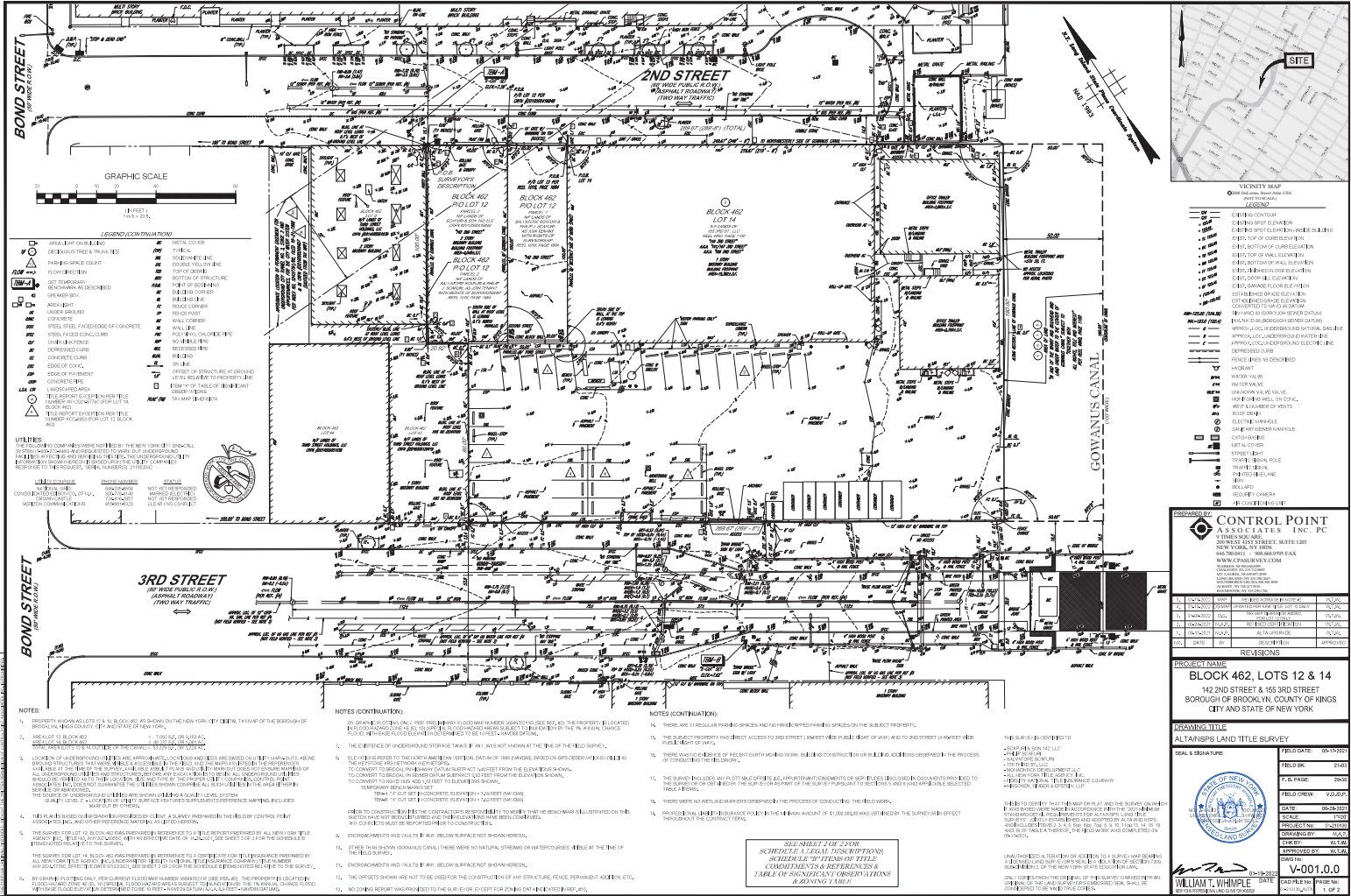
GRANTEE:

THIRD STREET OWNER LLC

By: 
Name: Nicholas Lembo
Title: Manager

ATTACHMENT 2
BCP SITE BOUNDARY SURVEY





Symbol	Description
---	EASEMENT
---	EASEMENT FOR RIGHT OF WAY
---	EASEMENT FOR SERVICE
---	EASEMENT FOR GROUND SUPPORT
---	EASEMENT FOR LIGHT
---	EASEMENT FOR AIR
---	EASEMENT FOR SOUND
---	EASEMENT FOR VIEW
---	EASEMENT FOR UTILITIES
---	EASEMENT FOR ACCESS
---	EASEMENT FOR DRIP
---	EASEMENT FOR FLOODING
---	EASEMENT FOR FLOODING
---	EASEMENT FOR FLOODING
---	EASEMENT FOR FLOODING
---	EASEMENT FOR FLOODING
---	EASEMENT FOR FLOODING

CONTROL POINT
S & S E L L & P L L C
1100 AVENUE B
BROOKLYN, NY 11213
NEW YORK, NY 11213
TEL: 718.261.1111
FAX: 718.261.1111
WWW.CONTROLPOINTLLC.COM

REVISIONS

No.	Description	Date
1	ISSUED FOR PERMIT	10/20/2011
2	REVISED PER PERMIT	10/20/2011
3	REVISED PER PERMIT	10/20/2011
4	REVISED PER PERMIT	10/20/2011
5	REVISED PER PERMIT	10/20/2011

PROJECT NAME:
BLOCK 462, LOTS 12 & 14
142 2ND STREET & 155 3RD STREET
BOROUGH OF BROOKLYN, COUNTY OF KINGS
CITY AND STATE OF NEW YORK

DRAWING TITLE:
ALTIMANSIS LAND TITLE SURVEY

SCALE: As Shown

NO.	DATE	BY	CHKD BY	APP'D BY
1	10/20/2011	WJW	WJW	WJW
2	10/20/2011	WJW	WJW	WJW
3	10/20/2011	WJW	WJW	WJW
4	10/20/2011	WJW	WJW	WJW
5	10/20/2011	WJW	WJW	WJW

SEAL: WILLIAM T. WHIMPLE, Surveyor

DATE: 10/20/2011

SCALE: AS SHOWN

PROJECT NO.: 1011002011

DRAWING NO.: S-1

SCALE: V-001.0.0

PAGE: 1 OF 2



60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

Chief, Site Control Section
 New York State Department of Environmental Conservation
 Division of Environmental Remediation, 625 Broadway
 Albany NY 12233-7020

I. Site Name: 141 3rd Street **DEC Site ID No.** C224336

II. Contact Information of Person Submitting Notification:

Name: Gerald Nicholls (Langan Engineering / consultant for Participant)
 Address1: 360 West 31st Street, 8th Floor
 Address2: New York, New York 10001
 Phone: (212) 479-5499 E-mail: gnicholls@langan.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- Change in Ownership or Change in Remedial Party(ies)
- Transfer of Certificate of Completion (CoC)
- Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 4/18/2022

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

Change in Ownership: The current owner/BCA party (155 Third St. LLC) will be conveying its interest to a ~~new company (THIRD STREET OWNER LLC). 155 Third St. LLC will remain a member of THIRD STREET OWNER LLC.~~ A proposed amendment to the Brownfield Cleanup Agreement is forthcoming.
 Other: Proposed installation of one foundation element. An Excavation Work Plan is appended to this Change of Use form for the Department's review and approval.

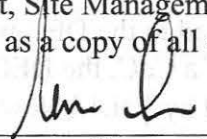
If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The proposed activities will not affect the site's proposed remedial program, as the foundation element will be located in the south-central portion of the site where grossly-contaminated soil was not identified and will not interfere with any proposed remedial activities. Approximately 150 cubic yards of soil will be disturbed within an approximately 20 foot-long, 20-foot-wide area and 7-foot-deep benched excavation for the installation of the proposed foundation element (pile cap with 14 individual piles). The excavated area will be backfilled to original grade using either on-site or imported backfill meeting the applicable SCOs.

V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:



(Signature)

2/17/2012

(Date)

Nicholas Lembo/155 Third St LLC/Manager

(Print Name)

Address1: 155 Third St., LLC

Address2: 155 3rd Street, Brooklyn, NY 11231

Phone: (718) 875-8160

E-mail: n/a

VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

Prospective Owner Prospective Remedial Party Prospective Owner Representative

Name: Matthew Albert

Address1: Third Street Owner LLC

Address2: 155 3rd Street, Brooklyn, NY 11231

Phone: 718-576-3645

E-mail: malbert@monadnockdevelopment.com

Certifying Party Name: Nicholas Lembo; Third Street Owner LLC; Manager

Address1: 155 3rd Street, Brooklyn, NY 11231

Address2:

Phone: (718) 875-8160

E-mail: n/a

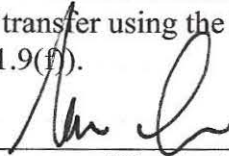
VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:



(Signature)

2/17/2022

(Date)

Nicholas Lembo/155 Third St LLC/Manager

(Print Name)

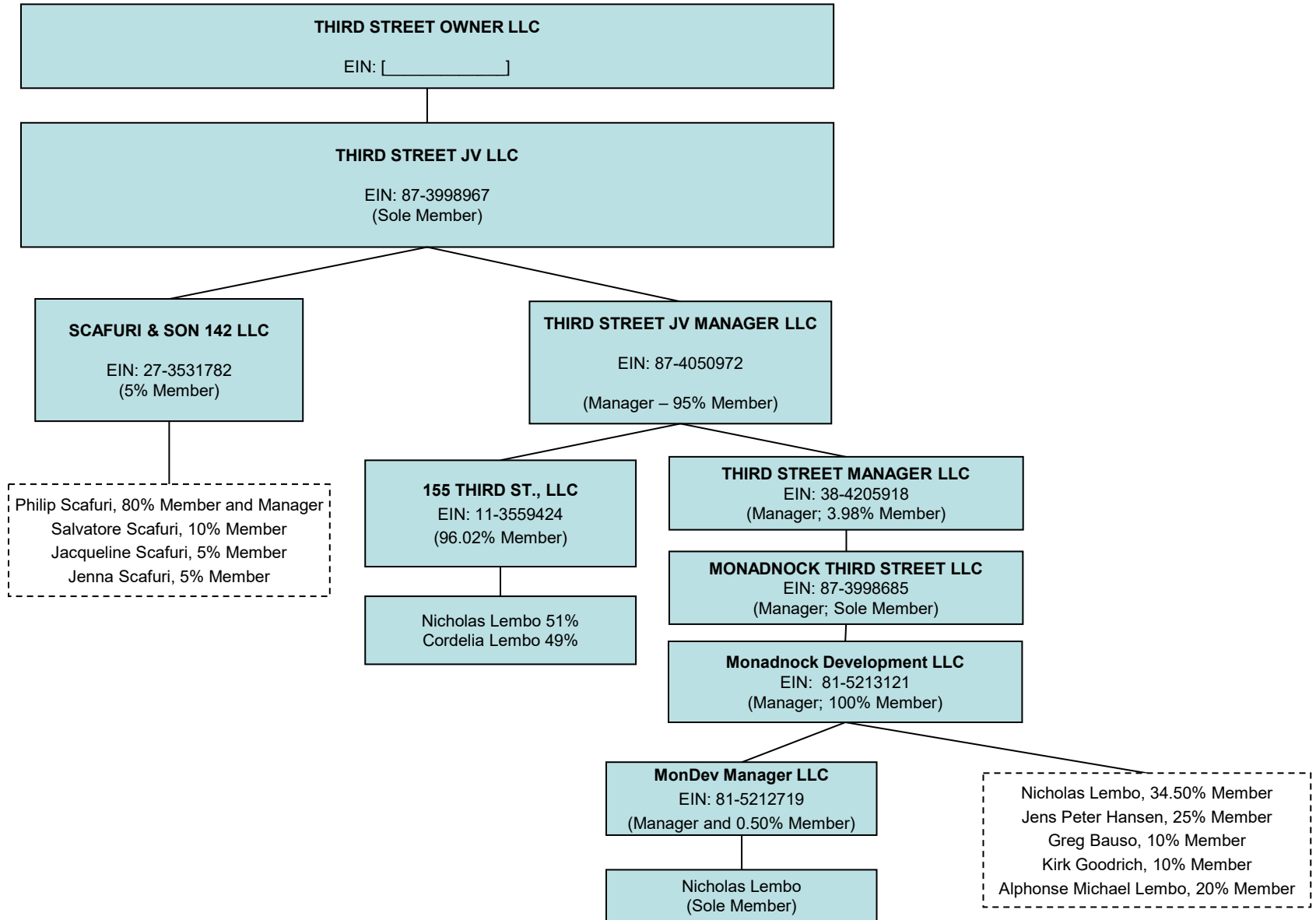
Address1: 155 3rd Street, Brooklyn, NY 11231

Address2: _____

Phone: (718) 875-8160 E-mail: n/a

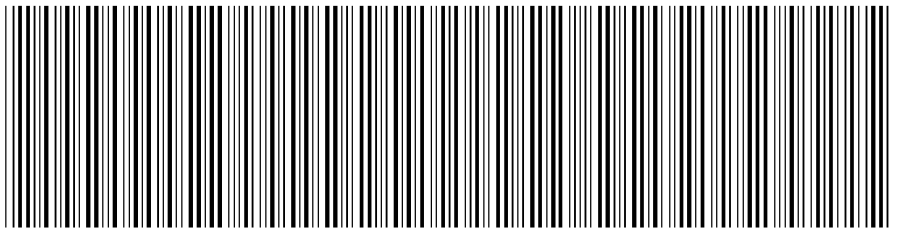
ORGANIZATIONAL CHART

142 2nd Street, Brooklyn, New York (Block 462, Lot 12)
155 3rd Street, Brooklyn, New York (Block 462, Lot 14)



**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.



2022031400422003001E13AB

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2022031400422003

Document Date: 03-09-2022

Preparation Date: 03-14-2022

Document Type: DEED

Document Page Count: 3

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.
222 BLOOMINGDALE ROAD
SUITE 306, ANY2021-6055C#
WHITE PLAINS, NY 10605
914-686-5600
JKAMNA@ALLNYT.COM

RETURN TO:

ALL NEW YORK TITLE AGENCY, INC.
222 BLOOMINGDALE ROAD
SUITE 306
WHITE PLAINS, NY 10605

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	462	14	Entire Lot	155 3 STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

155 THIRD ST., LLC
155 THIRD ST
BROOKLYN, NY 11231

GRANTEE/BUYER:

THIRD STREET OWNER LLC
155 THIRD ST
BROOKLYN, NY 11231

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 99,788.79

NYS Real Estate Transfer Tax:

\$ 24,709.75

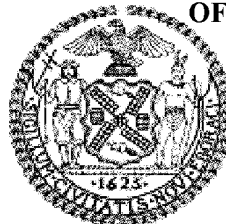
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 03-21-2022 08:10

City Register File No.(CRFN):

2022000118745



Annette McMill

City Register Official Signature

BARGAIN AND SALE DEED

THIS INDENTURE, made as of the 9th day of March, 2022

BETWEEN

155 THIRD ST., LLC, a New York limited liability company having an address at 155 Third Street, Brooklyn, New York 11231,

party of the first part, and

THIRD STREET OWNER LLC, a Delaware limited liability company having an address at 155 Third Street, Brooklyn, New York 11231,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, and State of New York, known and designated on the Tax Map of the City of New York for Kings County as Block 462, Lot 14 and bounded and described as set forth in Schedule "A", annexed hereto and made a part hereof and being the same premises described in the deed into the grantor herein by deed recorded on May 2, 2000 in Reel 4860, Page 1100.

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

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

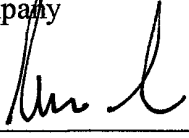
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[Signature Page Follows]

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

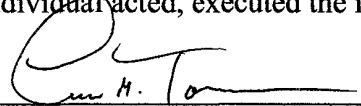
155 THIRD ST., LLC, a New York limited liability company

By: 

Name: Nicholas Lembo
Title: Managing Member

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

On the 2 day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared NICHOLAS LEMBO, 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 the within instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

CARMEN M. TORRES
Commissioner of Deeds
City of New York-No. 2-14041
Certificate Filed in Kings County
Term Expires December 1, 2023

All New York Title Agency, Inc.

Title Number: **ANY2021-5776C**

Page 1

SCHEDULE A DESCRIPTION

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 southerly side of Second Street, distant 250 feet easterly from the corner formed by the intersection of the southerly side of Second Street and the easterly side of Bond Street;

RUNNING THENCE easterly along the southerly side of Second Street, 219 feet 8 inches to the westerly side of Gowanus Canal;

THENCE southerly along the westerly side of Gowanus Canal, 190 feet to the northerly side of Third Street;

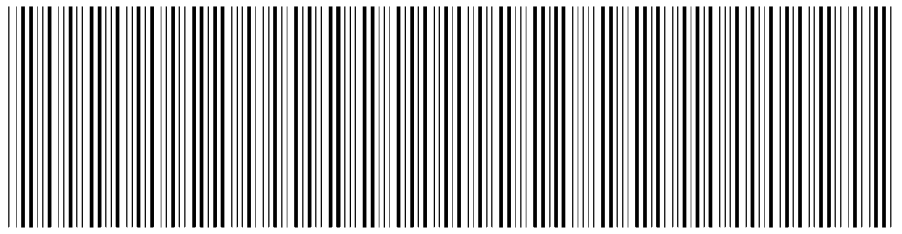
THENCE westerly along the northerly side of Third Street, 269 feet 8 inches;

THENCE northerly at right angles to the northerly side of Third Street, 90 feet;

THENCE easterly and parallel with the northerly side of Third Street, 50 feet;

THENCE northerly, parallel with the easterly side of Bond Street, 100 feet to the point or place of BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022031400422003001SDD2A

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022031400422003
Document Type: DEED

Document Date: 03-09-2022

Preparation Date: 03-14-2022

ASSOCIATED TAX FORM ID: 2022021100332

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

6

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 155 3 STREET BROOKLYN 11231
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name THIRD STREET OWNER LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

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

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:
6. Ownership Type is Condominium
7. New Construction on Vacant Land

8. Seller Name 155 THIRD ST., LLC
 LAST NAME / COMPANY FIRST NAME

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 3 / 9 / 2022
 Month Day Year

11. Date of Sale / Transfer 3 / 9 / 2022
 Month Day Year

12. Full Sale Price \$ 5 2 3 0 0 0 0
 (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 O, 1 16. Total Assessed Value (of all parcels in transfer) 1 0 0 9 8 0 0

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

BROOKLYN 462 14

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	DATE		LAST NAME	FIRST NAME
155 THIRD ST				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
	BROOKLYN			
	STATE	ZIP CODE	SELLER	
	NY	11231		
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

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GRANTOR:

155 THIRD ST., LLC, a New York limited liability company

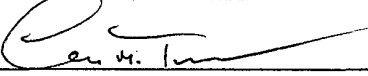
TAX IDENTIFICATION
NUMBER:

11-3559424

By: 

Name: Nicholas Lembo
Title: Managing Member

Sworn to and subscribed to before me on this
2 day of March, 2022



Notary Public

CARMEN M. TORRES
Commissioner of Deeds
City of New York-No. 2-14041
Certificate Filed in Kings County
Term Expires December 1, 2023

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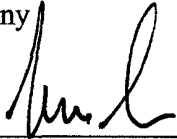
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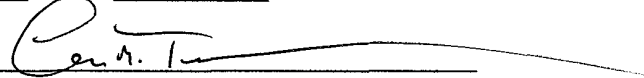
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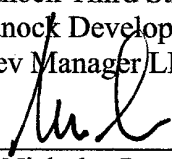
GRANTEE:

THIRD STREET OWNER LLC, a Delaware limited liability company

TAX IDENTIFICATION NUMBER:


By: Third Street JV LLC, its sole member
By: Third Street JV Manager LLC, its manager
By: Third Street Manager LLC, its manager
By: Monadnock Third Street LLC, its manager
By: Monadnock Development LLC, its sole member
By: MonDev Manager LLC, its manager

88-0663404

By: 

Name: Nicholas Lembo
Title: Sole Member

Sworn to and subscribed to before me on this 2 day of March, 2022



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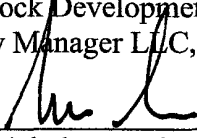
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Name: Nicholas Lembo
Title: Sole Member

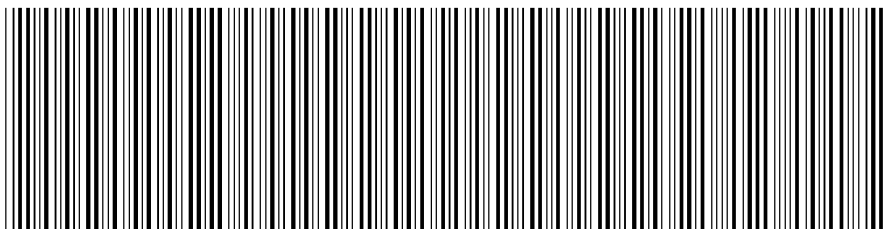
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**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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.



2022031400422002001ED396

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2022031400422002

Document Date: 03-09-2022

Preparation Date: 03-14-2022

Document Type: DEED

Document Page Count: 5

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.
222 BLOOMINGDALE ROAD
SUITE 306, ANY2021-6055C#
WHITE PLAINS, NY 10605
914-686-5600
JKAMNA@ALLNYT.COM

RETURN TO:

ALL NEW YORK TITLE AGENCY, INC.
222 BLOOMINGDALE ROAD
SUITE 306
WHITE PLAINS, NY 10605

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	462	12	Entire Lot	142 2 STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

SCAFURI & SON 142 LLC
127 WILLOW AVENUE
STATEN ISLAND, NY 10305

GRANTEE/BUYER:

THIRD STREET OWNER LLC
155 THIRD STREET
BROOKLYN, NY 11231

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: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 149,625.00

NYS Real Estate Transfer Tax:

\$ 37,050.00

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

CITY OF NEW YORK

Recorded/Filed 03-21-2022 08:10

City Register File No.(CRFN):
2022000118744



Annette McMill

City Register Official Signature

DEED

Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made as of the 9th day of March, in the year 2022

BETWEEN

SCAFURI & SON 142, LLC, with an address at 127 Willow Avenue, Staten Island New York 10305,
party of the first part, and

THIRD STREET OWNER LLC with an address at 155 Third Street. Brooklyn, New York 11231
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL certain plot, piece or parcel of land with 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:

SEE SCHEDULE A DESCRIPTION ATTACHED

Said premises being known as and by the street address 142 2nd Street, Brooklyn, New York.

BEING AND INTENDED TO BE THE SAME PREMISES CONVEYED TO SCAFURI & SON, LLC BY DEED DATED MARCH 9, 2022 AND RECORDED SIMULTANEOUSLY HERewith; and

BEING AND INTENDED TO BE THE SAME PREMISES CONVEYED TO SCAFURI & SON 142 LLC BY DEED DATED NOVEMBER 13, 2010 AND RECORDED DECEMBER 13, 2020 IN CRFN 2010000416848 IN THE CITY REGISTER'S OFFICE OF KINGS COUNTY.

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;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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.

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

IN PRESENCE OF:

SCAFURI & SON, 142 LLC

Philip J. Scafuri, Managing Member

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Kings, ss:

On the 7th day of March in the year 2022, before me, the undersigned, personally appeared PHILIP J. SCAFURI, 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(s) acted, executed the instrument.


NOTARY PUBLIC

CHARLES PALELLA
Notary Public - State of New York
No. 02PA4694943
Qualified in Kings County
Commission Expires Jan. 31, 2026

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of _____, County of _____, ss:

On the ____ day of _____, in the year ____, before me the undersigned personally appeared _____, 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, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual make such appearance before the undersigned in the (*)

(*) add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the ____ day of _____ in the year 202__, before me, the undersigned, personally appeared _____, 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(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of _____, County of _____, ss:

On the ____ day of _____ in the year ____, before me, the undersigned personally appeared _____, 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 she executed the same in her capacity, that by her signature on the instrument, the individual or the person upon behalf of which the individual) acted, executed the instrument, and that such individual make such appearance before the undersigned in the (*)

(*) add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

Bargain and Sale Deed with
covenant against Grantors Acts

SCAFURI & SON 142, LLC,

TO

THIRD STREET OWNER LLC

BLOCK 462
LOT 12
COUNTY KINGS

All New York Title Agency, Inc.

Title Number: **ANY2021-6055C**
Page 1

SCHEDULE A DESCRIPTION

PARCEL 1

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

BEGINNING at a point on the southerly side of Second Street which point is 219 feet 8 inches westerly from the intersection of the southerly side of Second Street and the westerly line of the Gowanus Canal;

RUNNING thence southerly and parallel to the westerly line of said Canal, 100 feet;

THENCE westerly and parallel with Second Street, 30 feet;

THENCE northerly and parallel with said Canal, 100 feet to the southerly side of Second Street; and

THENCE easterly along the southerly side of Second Street, 30 feet to the point or place of BEGINNING.

PARCEL 2

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, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Second Street, distant 180 feet easterly from the corner formed by the intersection of the southerly side of Second Street and the easterly side of Bond Street;

RUNNING thence southerly parallel with Bond Street, 100 feet;

THENCE westerly parallel with Second Street, 11 inches more or less;

THENCE northerly parallel with Bond Street, 100 feet to the southerly side of Second Street;

THENCE easterly along the southerly side of Second Street, 11 inches more or less to the point or place of BEGINNING.

PARCEL 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, more particularly bounded and described as follows:

All New York Title Agency, Inc.

Title Number: **ANY2021-6055C**

Page 2

BEGINNING at a point on the southwesterly side of Second Street distant 249 feet, 8 inches northwesterly from the corner formed by the intersection of the southwesterly side of Second Street with the northwesterly side of Gowanus Canal;

RUNNING thence northwesterly along the southwesterly side of Second Street, 40 feet to the point distant 180 feet southeasterly from the southeasterly side of Bond Street;

THENCE southwesterly parallel with Gowanus Canal, 100 feet;

THENCE southeasterly parallel with Second Street, 40 feet;

THENCE northeasterly parallel with Gowanus Canal, 100 feet to the southwesterly side of Second Street to the point or place of **BEGINNING**.

PERIMETER LEGAL DESCRIPTION

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, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Second Street which point is 219 feet 8 inches westerly from the intersection of the southerly side of Second Street with the westerly line of the Gowanus Canal;

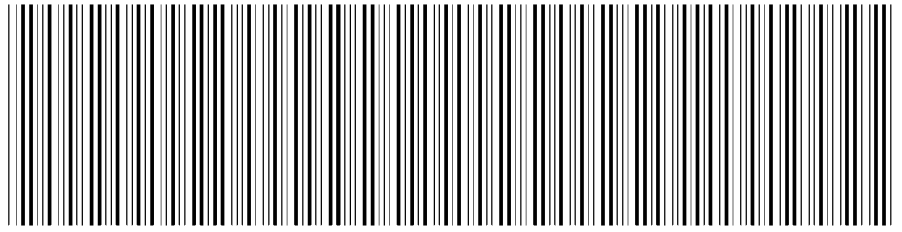
RUNNING thence southerly and parallel to the westerly line of said Canal, 100 feet;

THENCE westerly and parallel with Second Street, 70.92 feet;

THENCE northerly and parallel with said Canal, 100 feet to the southerly side of Second Street;

THENCE easterly along the southerly side of Second Street, 70.92 feet to the point and place of **BEGINNING**.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022031400422002001S1D17

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022031400422002
Document Type: DEED

Document Date: 03-09-2022

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ASSOCIATED TAX FORM ID: 2022030400198

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RP - 5217 REAL PROPERTY TRANSFER REPORT

3

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REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 142 2 STREET BROOKLYN 11231
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name THIRD STREET OWNER LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

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

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

8. Seller Name SCAFURI & SON 142 LLC
 LAST NAME / COMPANY FIRST NAME

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
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SALE INFORMATION

10. Sale Contract Date 1 / 25 / 2022
 Month Day Year

11. Date of Sale / Transfer 3 / 9 / 2022
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12. Full Sale Price \$ 5 7 0 0 0 0 0
 (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:

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 F Sale of Fractional or Less than Fee Interest (Specify Below)
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 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class G, 1 16. Total Assessed Value (of all parcels in transfer) 1 2 8 7 0 0

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

BROOKLYN 462 12

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BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE 155 THIRD STREET		DATE	LAST NAME		FIRST NAME
STREET NUMBER BROOKLYN	STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER		SELLER
CITY OR TOWN	STATE NY	ZIP CODE 11231	SELLER SIGNATURE ✓ <i>PHP Long</i>	DATE 3/7/22	

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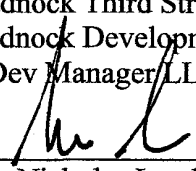
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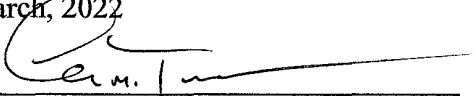
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By: Monadnock Development LLC, its sole member
By: MonDev Manager LLC, its manager

88-0663404

By: 
Name: Nicholas Lembo
Title: Sole Member

Sworn to and subscribed to before me on this 2 day of
March, 2022


Notary Public

CARMEN M. TORRES
Commissioner of Deeds
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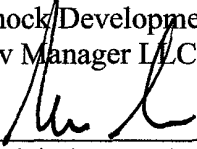
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By: MonDev Manager LLC, its manager

88-0663404

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Title: Sole Member

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