BROWNFIELD CLEANUP PROGRAM (BCP)

NEW YORK 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 [<i>Complete Sections I and V below and Part II</i>]					
Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [<i>Complete Section I and V below and Part II</i>]					
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 Stree	et	BCP SITE NUMBER: C224336		
NAME OF CURRENT APPLICANT(S): 155 Third St., LLC				
INDEX NUMBER OF AGREEMEN	_{IT:} C224336-01-2	DATE OF ORIGINAL AGREEMENT: 02/04/2022		
Section II. New Requestor Inform	mation (complete on	ly if adding new requestor or name has changed)		
NAME Third Street Owner LLC				
ADDRESS 155 3rd Street				
CITY/TOWN Brooklyn	Γ	ZIP CODE 11231		
PHONE ⁷¹⁸⁻⁵⁷⁶⁻³⁶⁴⁵	FAX	E-MAIL malbert@monadnockdevelopment.com		
 1. Is the requestor authorized to conduct business in New York State (NYS)? Yes No If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 				
NAME OF NEW REQUESTOR'S	REPRESENTATIVE	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 ap	plicable) 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 appli	cable)David Yudelson, Sive Paget & Riesel, P.C.		
ADDRESS 560 Lexington Aven	ue, 15th Floor			
CITY/TOWN New York ZIP CODE 10022				
PHONE 646-378-7219	FAX	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? Attachment 1				
3. Describe Requestor's Relationship to Existing Applicant:				
Requestor is new joint venture entity, with similar ownership members but is introducing additional ownership members as represented on the attached organizational chart.				

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					
ADDRESS 127 Willow Avenue					
CITY/TOWN Staten Island					
PHONE (917) 577-3186	FAX	E-MAIL scafuriandson@gmail.com			
OPERATOR'S NAME (if differen	nt from requestor or owner)				
ADDRESS					
CITY/TOWN		ZIP CODE			
PHONE	FAX	E-MAIL			
	on for New Requestor (Please refer to				
If answering "yes" to any of the fo	ollowing questions, please provide an ex	planation as an attachment.			
1. Are any enforcement actions	pending against the requestor regarding	g this site? ☐Yes ✔No			
2. Is the requestor presently sub relating to contamination at th	oject to an existing order for the investig ne site?	ation, removal or remediation ☐Yes ✔ No			
	outstanding claim by the Spill Fund for ther a party is subject to a spill claim sh				
 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.					
	been denied entry to the BCP? If so, ind Idress, Department assigned site numbe				
	l in a civil proceeding to have committed ring, treating, disposing or transporting (
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?					
jurisdiction of the Department	falsified statements or concealed materia , or submitted a false statement or made ent or application submitted to the Depa	e use of or made a false statement			
 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 					
	ation in any remedial program under DE ntially comply with an agreement or or	C's oversight terminated by DEC or			
11. Are there any unregistered but	ulk storage tanks on-site which require r	egistration? ☐Yes ✔No			

Site Code: C224336

THE NEW REQUESTOR MUST CERTIFY THAT IT IS ACCORDANCE WITH ECL §27-1405 (1) BY CHECKII			
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? \sqrt{Yes} No			

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

Section V. Property description and description of changes/a	dditions/re	ductions (if applicat	ole)
1. Property information on current agreement:				
ADDRESS 141 3rd Street				
CITY/TOWN Brooklyn		ZIP C	ODE 112	31
TAX BLOCK AND LOT (SBL)	OTAL ACRE	AGE OF CU	RRENT SIT	E: <u>1.03</u>
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 participa the expansion – see attached instructions)	ation depend	ling on the	nature of	
2a. PARCELS ADDED:				Acreage Added by
Parcel Address	Section No.	Block No.	Lot No.	Parcel
140 2nd Street	3	462	12	0.163
	То	tal acreage	to be added	1: 0.163
Reduction of property				A
2b. PARCELS REMOVED:				Acreage Removed
Parcel Address	Section No.	Block No.	Lot No.	by Parcel
Change to SBL (e.g. merge, subdivision, address change	Total ac	creage to be	removed:	
2c. NEW SBL INFORMATION:				
Parcel Address	Section No	b. 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				louion
3. TOTAL REVISED SITE ACREAGE: 1.193				
U. TOTAL REVISED SITE AGREAGE.				

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.	Yes No			
Requestor seeks a determination that the site is eligible for the tangible property credit co brownfield redevelopment tax credit.	omponent of the			
Please answer questions below and provide documentation necessary to support an	swers.			
 Is at least 50% of the site area located within an environmental zone pursuant to Ta Please see <u>DEC's website</u> for more information. 	x Law 21(6)?			
2. Is the property upside down as defined below?	Yes No			
From ECL 27-1405(31):				
"Upside down" shall mean a property where the projected and incurred cost of the inver- remediation which is protective for the anticipated use of the property equals or exceeds s of its independent appraised value, as of the date of submission of the application for partic brownfield cleanup program, developed under the hypothetical condition that the property contaminated.	eventy-five percent cipation in the			
3. Is the project an affordable housing project as defined below?	Yes No			
From 6 NYCRR 375- 3.2(a) as of August 12, 2016:				
(a) "Affordable housing project" means, for purposes of this part, title fourteen of article seven of the environmental conservation law and section twenty-one of the tax law of that is developed for residential use or mixed residential use that must include afford residential rental units and/or affordable home ownership units.	only, a project			
(1) Affordable residential rental projects under this subdivision must be subject to a state, or local government housing agency's affordable housing program, or a local gregulatory agreement or legally binding restriction, which defines (i) a percentage of rental units in the affordable housing project to be dedicated to (ii) tenants at a define percentage of the area median income based on the occupants' households annual	government's the residential ed maximum			
(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.				
(3) "Area median income" means, for purposes of this subdivision, the area media for the primary metropolitan statistical area, or for the county if located outside a met 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.	tropolitan			

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. <u>Nicholas Lembo's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>3/22/2022</u> 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., LL	_C _(entity) which is a pa	rty to the
Brownfield Cleanup Agree	ement and/or A	oplication i	referenced in Sec	tion I above and that I a	am aware of this
Application for an Amend	ment to that Ag	reement a	nd/or Application.	Nicholas Lembo's	signature
below constitutes the requ	uisite approval f	or the ame	endment to the BC	CA Application, which w	ill be effective
upon signature by the De	partment.		Λ		
		Model	//		
Date: 3/22/2022	Signature:	/Wodaw /	~		

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:

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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.
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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

	mormation
Return to Result	Return to Search
Entity Details	~
NTITY NAME: THIRD STREET OWNER LLC DREIGN LEGAL NAME: THIRD STREET OWNER LLC NTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY ECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED ABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW ATE OF INITIAL DOS FILING: 02/14/2022 FFECTIVE DATE INITIAL FILING: 02/14/2022 DREIGN FORMATION DATE: 02/14/2022 OUNTY: KINGS	DOS ID: 6405236 FICTITIOUS NAME: DURATION DATE/LATEST DATE OF DISSOLUTION: ENTITY STATUS: ACTIVE REASON FOR STATUS: INACTIVE DATE: STATEMENT STATUS: CURRENT NEXT STATEMENT DUE DATE: 02/29/2024
JRISDICTION: DELAWARE, UNITED STATES	NFP CATEGORY:
ENTITY DISPLAY NAME HISTORY FILING HIS	TORY MERGER HISTORY ASSUMED NAME HISTORY
Service of Process Name and Address	
Service of Process Name and Address Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address	S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE	:S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address	:S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name:	:S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name: Address:	:S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name: Address: Principal Executive Office Address	S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name: Address: Principal Executive Office Address Address:	S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name: Address: Principal Executive Office Address Address: Registered Agent Name and Address	S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name: Address: Principal Executive Office Address Address: Registered Agent Name and Address Name:	S, 11231
Name: THE LLC Address: 155 3RD STREET, BROOKLYN, NY, UNITED STATE Chief Executive Officer's Name and Address Name: Address: Principal Executive Office Address Address: Registered Agent Name and Address Name: Address:	:S, 11231

Farmcorpflag

3/4/22, 1:48 PM

1:48 PM		Public Inquiry	
Is The Entity A Farm Cor	poration: 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 3 rd 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 Mortgage 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;
- 1. 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:

By:

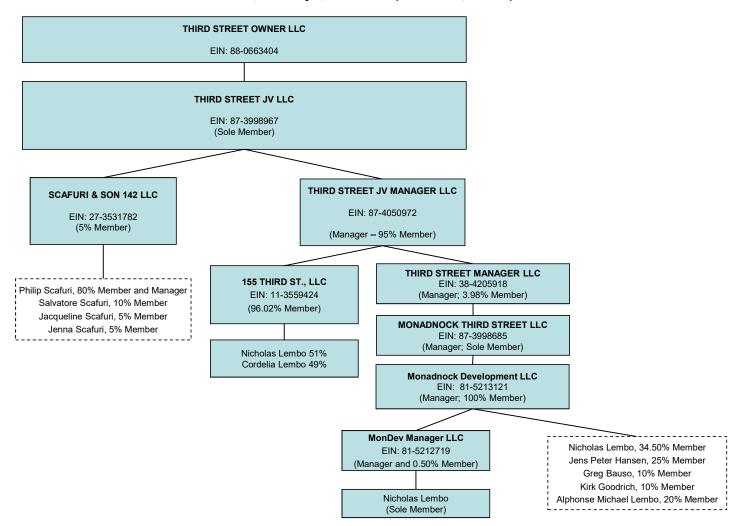
THIRD STREET JV LLC

- 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

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 "<u>LLC</u>") 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 "<u>Property</u>"));

WHEREAS, Lot 14 of the Property has been accepted into the New York State Department of Environmental Conservation Brownfields Cleanup Program (the "<u>BCP</u>"), 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 "<u>Agreement</u>"), 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. 2-140 Certificate Filed in Kings Co

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this <u>3rd</u> 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

By: /llod

Name: Nicholas Lembo Title: Manager

GRANTEE: THIRD STREET OWNER LLC

By:

Name: Nicholas Lembo Title: Manager

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this <u>3rd</u> 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

1.00 By:

Name: Nicholas Lembo Title: Manager

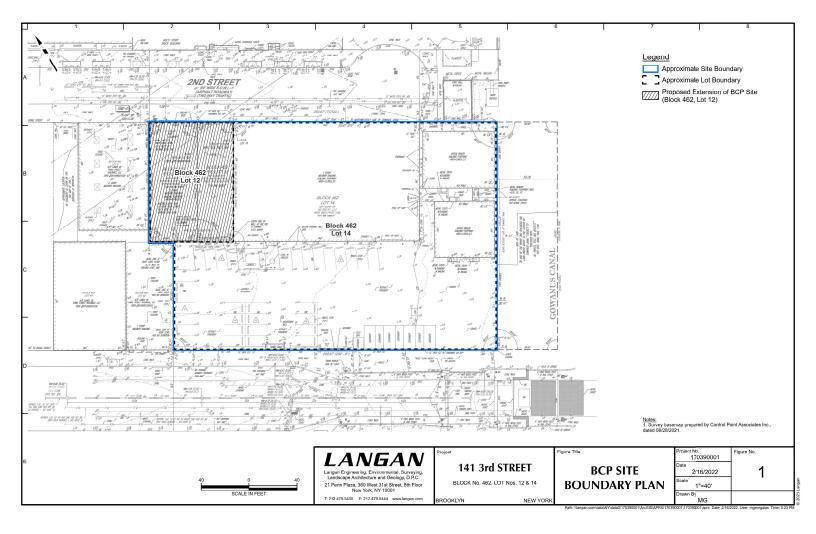
GRANTEE: THIRD STREET OWNER LLC

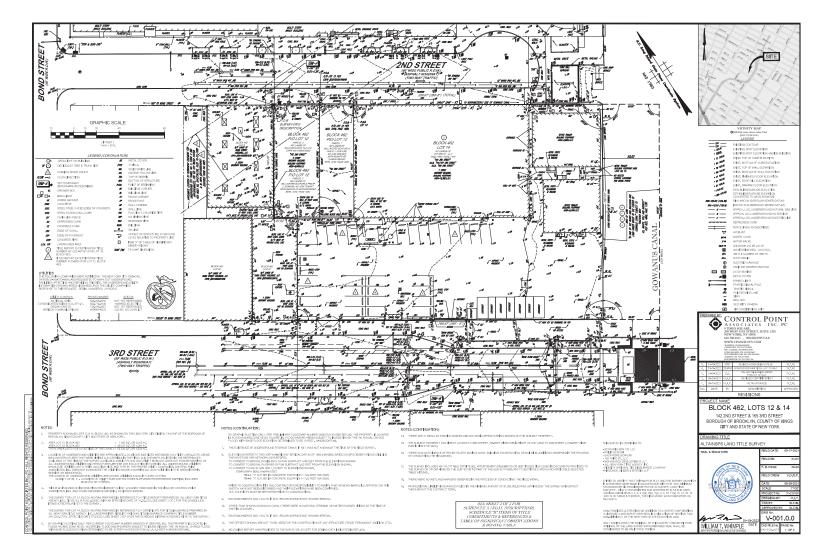
1.00 Bv:

Name: Nicholas Lembo Title: Manager

ATTACHMENT 2

BCP SITE BOUNDARY SURVEY





SCHEDULE "A" DESCRIPTION LOT 12, BLOCK 462

ALL THAT CERTAIN PLOT, FEDE OR PARCEL OF LIKED, IN THE BOROLISH OF BROOKLYN, DOLWTY OF NINGS, CITY AND STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS. BENAVING AT A POINT ON THE SOUTHERLY NOE OF SECOND STREET WHICH POINT IS 100 FEET & INCHES WESTERLY FROM THE INTERSECTION OF THE SOUTHERLY SIDE OF SECOND STREET AND THE WESTERLY LIKE OF THE SOWARDS CANAL, IN CARGONIAN AN INCLUSION DRIFT BLUE OF DECOMPOSITIES (AND THE WEST BRUT LINE OF THE OWNAUS CANAL) PLANING THE RESOLUTION AND WALLED TO THE WESTERLY LINE OF SAD CANAL, TO FEET, THENCE WESTERLY AND PARI-WITH SECOND STREET. SPIELS PARALLEL WITH SHD CANAL, 101 FEET TO THE SOUTHERLY SIDE OF SECOND STREET, AND

ALL THAT CERTAIN PLOT, PEOC OR PARCEL OF LAND STUATE. LYING AND BEING IN THE BOROLIGH OF BROCKLYN, COUNTY OF KING (TY YND STATE OF NEW YORK, NORE PARTICIL ARLY POUNCED AND DESCRIED AS FOLLOWS BEARING AT A POINT ON THE SOUTHERLY SPELICE SECOND STREET, DETWIT 100 FEET EASTERLY FROM THE CORNER FORMED IN THE INTERSECTION OF THE SOUTHERLY SPELICE SECOND STREET, AND THE EASTERLY SPELICE BOND STREET.

PLANNING THENCE SOLF HERLY PARALLEL WITH BOND STREET, 100 FEET, THENCE WESTE INCHES MORE OR LESS. RLY PWPMILEL WITH SECOND STREET, 11 ENCE NORTHERLY PARALLEL WITH BOND STREET, 142 FEET TO THE SOUTHERLY SIDE OF SECOND STREET

THENCE EXISTENLY ALONG THE BOUTHERLY GIDE OF SECOND STREET, 11 NOVES MORE OF LESS TO THE POINT OR PLACE OF SECOND STREET, 11 NOVES MORE OF LESS TO THE POINT OR PLACE OF SECOND STREET, 11 NOVES MORE OF LESS TO THE POINT OR PLACE OF

ALL THAT CERTIAN PLOT, RECEOR PARCEL OF LAND STUATE LYING AND BEIND IN THE BOROLOH OF BROCKLYN, COUNTY OF KINGS (TY AND STATE OF NEW YORK, MYRE PARTIOLARLY BOUNDED AND DESCHED AS FOLLOWS EBORNING AT A POINT ON THE SOUTHINESTERLY SIZE OF SECOND STREET DISTANCES IN A DATA WARREN, A DATA THE SOUTHINESTERLY RECAT THE SOUTHINESTERLY SIZE OF SECOND STREET WITH THE NORTHWESTERLY SIZE OF COMMON BETWEEN THE INSTITUTES AND THE SOUTHINESTERLY SIZE OF SECOND STREET WITH THE NORTHWESTERLY SIZE OF PLANING THERE NORTHWESTERLY ALONG THE SOUTHWESTERLY SIDE OF SECOND STREET, AD FEET TO THE POINT DISTANT 180 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY SIDE OF BOAD STREET.

ANAL 10 FEET THENCE SOUTHEASTERLY PARALLE, WITH SETUND STREET THENCE 9 41 FEET: THENCE NORTHEASTERLY PARALLEL WITH DOWANUS CANAL. 100 FEET TO THE SOUTHWESTERLY SDE OF SECOND STREET TO THE POINT OF PLACE OF BEDINING.

THIS DESCHIPTION WAS REEP ARED MITH REPERBING TO A RULL SEARCH WID INSURANCE REPORT PREPARED BY ALL NEW YORK TITLE AGENCY, INC., TITLE NUMBER WITZEL 1465C, EFFECTIVE DATE JANJARY 6, 3222.

SCHEDULE "A" DESCRIPTION LOT 14, BLOCK 462

ALL THAT CERTIFICIAL FEESE, OR PARCEL OF LAND, IT LATE, LYNG AND BETHR IN THE BOROUGH OF BROOKLYN, COUNTY OF NINGS, CITY AND STATE OF NEW YORK, BOUNDED WID DESCHEED AS FOLLOWS. BEORNING AT A POINT ON THE SOUTHERLY SIDE OF SECOND STREET, DISTANT 200 FEET EXSTERLY 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, 211 FEET & INCHES TO THE WESTERLY SIDE OF GOMMUNE CAME:

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SURVEYOR'S LEGAL DESCRIPTION LOT 12 & LOT 14, BLOCK 482 BOROUGH OF BROCKLYN, COUNTY OF KINGS CITY AND STATE OF NEW YORK

ALL THAT CERTAIN FROM OR PARCEL OF LAND BEING LOT 12 & LOT 14, BLOCK 40, IN THE BERGLIGH OF BROCHLIN, COUNTY OF ANKS, (ITY MID STATE OF NEW YORK, BOUNDED AND DESCRIPTIONS) BESIN WARTA POINT ON THE BOUTHER VIDE OF RECOVERING THAT A GREET WEEKING OF WAY, DISTANT 16000 FEET EXSTERS, I HAW THE CONSERVICED IN THE INTERBECTION OF THE BOUTHERVIDE OF SECOND STREET WE THE EXSTERS. VIDE OF BOILD STREET, WEEKING THE WART, THEM OF WART, THEM OF SECOND STREET WE THE EXSTERS. VIDE

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TABLE OF SIGNIFICANT OBSERVATIONS

۵	THE SOUTHEAST CORNER OF THE BUILDING ON LOT 42 EXTENDS IN FREE EAST ONTO THE SUBJECT PROPERTY:
E	THE NORTH EAST CORNER OF THE BUILDING ON ADJOINING LOT 42 EXTENDED 1 FEET EAST AND 0.9 FEET NORTH OF PROPERTY LINE.
۵	THE NORTHWEST CORNER OF THE BUILDING ON THE ADJOINING LOT 42 EVED IDS 0.1 FEET EAST AND 18 FEET NORTH OF PROPERTY UNIT.
۵	THE WESTERLY LIVE OF THE BULLEING ON THE SUBJECT LOT 12 EVENDS UP TO DA FEET WEST OF PROPERTY LIVE, ONTO ADDIDING LOT 9,
٥	THE NORTHERLY LIVE OF THE BUILDING ON THE SUBJECT LOT 12 EXTENDS UP TO CALIFIET NORTH OF PROPERTY LIVE, ONTO SECOND STREET.
۵	THE YOFFEET HOH GATE WITH BARENIRE ON TOP EXTENDS UP TO 14 FEET NORTH OF LOT 12 PROPERTY LINE, ONTO SECOND STREET,
۵	THE BATE WITH BARBAINE ON TOP EXTENDS UP TO DA FEET NORTH OF LOT 14 PROPERTY LINE, ONTO SECOND STREET.
۵	THE TARGET HIGH CHARLEN. FENCE WITH EXHEMINE ON TOP EXTENDS CAPEET NORTH OF LOT 14 PROPERTY LINE, ONTO THE SECOND STREET,
۵	THE EASTERLY UNE OF THE CONCRETE BARRIER EXTENDS UP TO 25 FEET EAST OF THE PROPERTY UNE, ONTO GOWINUS CANAL,
۵	THE 10 HIGH CHAIN UNK FENCE EXTENDS UP TO 0.2 FEET SOUTH OF SOUTHERLY LINE OF SUBJECT PROPERTY, ONTO THIRD - STREET.

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LOT 12, BLOCK 482 - SCHEDULE & ITEMS OF A TITLE REPORT PREPARED BY ALL NEW YORK TITLE AGENCY, INC., TITLE NO. ANYX821-8655C, WITH AN EFFECTIVE DATE OF 11-58-3021. FERMINE IT EASEMENT FOR UNDERGROUND CTV TURNEL AS SHOWN ON THE TAXING AND ENDERGED OF RECORD BY THE FOLLOWING INSTRUMENTS. A

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WILLIAM T. WHIMPLE

0ATE



REFERENCES

	NEW Y	ORK STATE DEPARTME	ENT OF EN	VIRONMENTAL CONSERVATION
		Certificate of C	ompletion,	Change of Use, Transfer of and/or Ownership 1.11(d) and 375-1.9(f)
Т	o be submitte	ed at least 60 days prior to o	change of u	se to:
N D	ew York Sta	ontrol Section the Department of Environm nvironmental Remediation, 2233-7020		
I.	Site Name	e: 141 3rd Street		DEC Site ID No. C224336
II.	Contact I n Name:	nformation of Person Sub Gerald Nicholls (Langan Eng	U	
	Address1:	360 West 31st Street, 8th FI	oor	
	Address2:	New York, New York 10001		
	Phone:	(212) 479-5499	E-mail:	gnicholls@langan.com
III.	Change Transf Other (Change and Date: Indicate e in Ownership or Change i fer of Certificate of Comple (e.g., any physical alteration Date of Change (mm/dd/yy)	in Remedial tion (CoC) n or other cl	nange of use)
IV.	parcel inf Change ir now comp STREET Other: Pro Change o If "Other, not affect needed).	Formation. In Ownership: The current ownership: The current ownership: The current ownership: The current ownerships of the current ownerships of the current ownerships of the current ownerships ownerships of the current ownerships ow	er/BCA party R LLC). 155 hendment to ndation elem t's review an ain <u>and</u> adv ng, or comp	eated above and attach maps, drawings, and/or (155 Third St. LLC) will be conveying its interest to a Third St. LLC will remain a member of THIRD the Brownfield Cleanup Agreement is forthcoming. ent. An Excavation Work Plan is appended to this d approval. ise the Department how such change may or may leted remedial program (attach additional sheets if psed 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.

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)):

V.

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)	(Date)	
		Nicholas Lembo/155 Thir	rd St LLC/Manage	
		(Print Name)		
	Address1:		a da esta contre una contrate de aconadoran en entre en el 1911 e das organizaciones en del entre y su ban sem o sub con	
	Address2:	155 3rd Street, Brooklyn, NY 11231		
	Phone:	(718) 875-8160	E-mail: n/a	
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
			(John as Longo 155 Third St LLC Manage	
			(Perst Scarce	
п.	there will l information Manageme	be a new remedial party n. If the site is subject t ent Plan requiring period	wner, Remedial Party, or CoC Holder: If the site will be sold of , identify the prospective owner(s) or party(ies) along with contact to an Environmental Easement, Deed Restriction, or Site lic certification of institutional controls/engineering controls certifying party (attach additional sheets if needed)	
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т.	there will b information Managemen (IC/ECs), if Prospen Name: Address1: Address2: Phone: Certifying	be a new remedial party n. If the site is subject t ent Plan requiring period indicate who will be the ective Owner Prospective Matthew Albert Third Street Owner LLC 155 3rd Street, Brooklyn 718-576-3645	, identify the prospective owner(s) or party(ies) along with contact to an Environmental Easement, Deed Restriction, or Site dic certification of institutional controls/engineering controls certifying party (attach additional sheets if needed). ective Remedial Party	

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:	/m /	2	17	202
	(Signature)		([ate)
	Nicholas Lembo/155 Third St LLC/Manace			
	(Print Name)			

Address1: 155 3rd Street, Brooklyn, NY 11231

(718) 875-8160

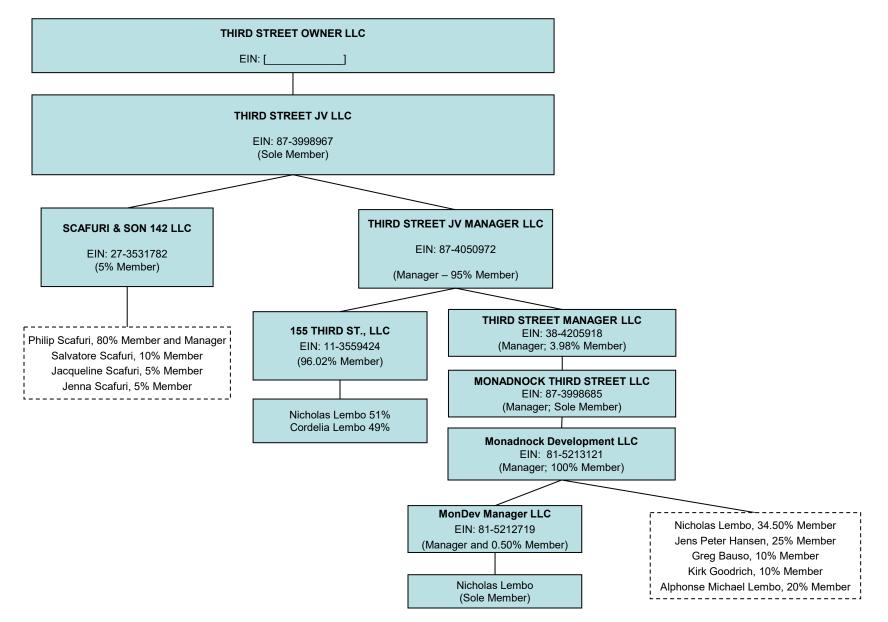
Address2:

Phone:

_ 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 OFFICE OF THE CITY R This page is part of the instrumen Register will rely on the informa by you on this page for purposes this instrument. The information will control for indexing purpose of any conflict with the rest of th	REGISTER nt. The City tion provided of indexing on this page es in the event ne document.		202203140042				
			RSEMENT COVER P.		PAGE 1 OF 4		
Document ID: 20220314004 Document Type: DEED Document Page Count: 3	422003	Document D	ate: 03-09-2022	Preparatio	n Date: 03-14-2022		
PRESENTER:			RETURN TO:				
ALL NEW YORK TITLE AG 222 BLOOMINGDALE ROA SUITE 306, ANY2021-60550 WHITE PLAINS, NY 10605 914-686-5600 JKAMNA@ALLNYT.COM	D		ALL NEW YORK TIT 222 BLOOMINGDAL SUITE 306 WHITE PLAINS, NY	EROAD			
		PROPER	ГУ ДАТА				
Borough Block	Lot	Unit A	ddress				
BROOKLYN 462	14 Entire	e Lot 1:	55 3 STREET				
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		PAR	TIES				
GRANTOR/SELLER: 155 THIRD ST., LLC 155 THIRD ST BROOKLYN, NY 11231			GRANTEE/BUYER: THIRD STREET OWN 155 THIRD ST BROOKLYN, NY 112				
		FEES A	ND TAXES				
Mortgage :			Filing Fee:				
Mortgage Amount:	\$	0.00	1 mmg 1'66.	\$	250.00		
Taxable Mortgage Amount:	\$ \$	0.00	NYC Real Property Tr	÷	2,50.00		
Exemption:	Ψ	0.00		\$	99,788.79		
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Affidavit Fee:	\$ \$	0.00	1625-00	Ganette Mx	lin		
	Ψ	0.00	THE REAL PROPERTY AND A DECEMBER OF A DECEMB	y many			
				City Register Off	icial 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 _______

On the <u>2</u> day of <u>March</u> 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 hacted, executed the instrument.

m H.

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;

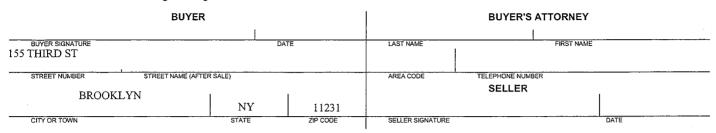
THENCE northerly, parallel with the easterly side of Bond Street, 100 feet to the point or place of BEGINNING.

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER		422003001SDD2A
SUPI Document ID: 2022031400422003	PORTING DOCUMENT COVER PA Document Date: 03-09-2022	AGE PAGE 1 OF 1 Preparation Date: 03-14-2022
Document Type: DEED		····p······· 2 ···· 2 ····
ASSOCIATED TAX FORM ID: 2022	2021100332	
SUPPORTING DOCUMENTS SUBMI	TTED:	
RP - 5217 REAL PROPERTY TRANSF.	ER REPORT	Page Count 6

FOR CITY USE ONLY C1. County Code C2. Date Deed / Recorded Month Day Year C3. Book OR C4. Page OR C5. CRFN	REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC
PROPERTYINFORMATION	
1. Property 155 3 STREET Location STREET NUMBER STREET NAME	BROOKLYN 11231 BOROUGH ZIP CODE
2. Buyer Name LAST NAME / COMPANY	FIRST NAME
LAST NAME / COMPANY	FIRST NAME
3. Tax Indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form) LAST NAME / COMPANY LAST NAME / COMPANY	FIRST NAME
	R TOWN STATE ZIP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed 4 # of Parcels OR	4A. Planning Board Approval - N/A for NYC Part of a Parcel 4B. Agricultural District Notice - N/A for NYC
	Check the boxes below as they apply:
5. Deed Property X OR ,,	6. Ownership Type is Condominium
Size FRONT FEET DEPTH ACRES	7. New Construction on Vacant Land
8. Seller 155 THIRD ST., LLC	
Name LAST NAME / COMPANY	FIRST NAME
LAST NAME / COMPANY	FIRST NAME
9. Check the box below which most accurately describes the use of the property	
A One Family Residential C Residential Vacant Land E Residential Vacant Land F	Commercial G Entertainment / Amusement I Industrial Apartment H Community Service J Public Service
SALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Sale Contract Date <u>3 / 9 / 2022</u> Month Day Year	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
11. Date of Sale / Transfer <u>3 / 9 / 2022</u>	D Buyer or Seller is Government Agency or Lending Institution
Month Day Year	${ m E}$ Deed Type not Warranty or Bargain and Sale (Specify Below)
12. Full Sale Price \$5 _ 2 _ 3 _ 0 _ 0 _ 0 _ 0 _ 0	F Sale of Fractional or Less than Fee Interest (Specify Below)
(Full Sale Price is the total amount paid for the property including personal property.	G Significant Change in Property Between Taxable Status and Sale Dates H Sale of Business is Included in Sale Price
This payment may be in the form of cash, other property or goods, or the assumption mortgages or other obligations.) Please round to the nearest whole dollar amount.	
13. Indicate the value of personal property included in the sale	
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessm	ent Roll and Tax Bill
15. Building Class O, 1 16. Total Assessed Value (of all par	cels in transfer)
AT Demands Direct and Let (Delliter-Marth) (Kanan from these starts base	, , ,
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach shee	t with additional identifier(s))

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.



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.

GRANTOR:

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

By:

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

مع 4.

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

TAX IDENTIFICATION NUMBER:

Name: Nicholas Lembo Title: Managing Member

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.

GRANTOR:

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

By:

Name: Nicholas Lembo Title: Managing Member

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

Δ.

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

TAX IDENTIFICATION NUMBER:

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GRANTEE:

THIRD STREET OWNER LLC, a Delaware limited liability company

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

By:

Name: Nicholas Lembo Title: Sole Member

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

Μ.

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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GRANTEE:

THIRD STREET OWNER LLC, a Delaware limited liability company

- By: Third Street JV LLC, its sole member
- Third Street JV Manager LLC, its manager By:
- By: Third Street Manager LLC, its manager
- Monadnock Third Street LLC, its manager By:
- Monadnock Development LLC, its sole member By:
- MonDev Manager Lf/C, its manager By:

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

TAX IDENTIFICATION NUMBER:

NYC DEPARTMENT OF OFFICE OF THE CITY R This page is part of the instrument Register will rely on the informat by you on this page for purposes this instrument. The information will control for indexing purpose of any conflict with the rest of the	EGISTER nt. The City tion provided of indexing on this page es in the event the document.		202203140042		
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ALL NEW YORK TITLE AG 222 BLOOMINGDALE ROA SUITE 306, ANY2021-60550 WHITE PLAINS, NY 10605 914-686-5600 JKAMNA@ALLNYT.COM	D		ALL NEW YORK TI 222 BLOOMINGDAI SUITE 306 WHITE PLAINS, NY	LE ROAD	
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BoroughBlockBROOKLYN462	Lot 12 Entire		ddress 42 2 STREET		
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CRFN or Docum	entID		RENCE DATA ear Reel Pag	ge or File N	umber
			TIES		
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		FEES A	ND TAXES		
Mortgage :			Filing Fee:		
Mortgage Amount:	\$	0.00	r ming r ee.	\$	250.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property T	÷	
Exemption:	-]	\$	149,625.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Trar	nsfer Tax:	,
City (Additional):	\$	0.00		\$	37,050.00
Spec (Additional):	\$	0.00	RECOR	RDED OR FILED I	N THE OFFICE
TASF:	\$	0.00		THE CITY REGIST	
MTA:	\$	0.00	J. Man N	CITY OF NEW	
NYCTA:	\$	0.00	Store Like	Recorded/Filed	03-21-2022 08:10
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Affidavit Fee:	\$	0.00	STATIS P	Ganette Mg	ful
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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:

SCAFUN & SON

Philip J. Scafuri, Managing Member

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York,	County of	King	\$, ss:	
		J		

On the <u>march</u> 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

behalf of which the individual(s) acted, executed the upop NOTARY PUBLIC

CHARLES PALELLA Notary Public - State of New York No. 02PA4694943 Qualified in Kings County Commission Expires Jan. 31, 20

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

Bargain and Sale Deed with covenant against Grantors Acts

SCAFURI & SON 142, LLC,

THIRD STREET OWNER LLC

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

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		422002001S1D17
SUPP Document ID: 2022031400422002	ORTING DOCUMENT COVER PA Document Date: 03-09-2022	GE PAGE 1 OF 1 Preparation Date: 03-14-2022
Document Type: DEED	Document Date. 03-09-2022	rreparation Date. 05-14-2022
ASSOCIATED TAX FORM ID: 2022	030400198	
SUPPORTING DOCUMENTS SUBMI	гтед:	
RP - 5217 REAL PROPERTY TRANSFI	ER REPORT	Page Count 3

FOR CITY USE ONLY C1. County Code C2. Date Deed C7. County Code C4. Page C4. Page C7. C4. Page C7. C5. CRFN	REAL PROPERTY TRANS STATE OF NEW YOU STATE BOARD OF REAL PROPE RP - 52171	RK RTY SERVICES
PROPERTYINFORMATION		
1. Property 142 2 STREET Location STREET NUMBER STREET NAME	BROOKLYN BOROUGH	11231 ZIP CODE
2. Buyer THIRD STREET OWNER LLC	FIRST NAME	
LAST NAME / COMPANY Indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form) LAST NAME / COMPANY	FIRST NAME	
Address	1.	ZIP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed 4. # of Parcels OR 6. F	4A. Planning Board Approval - N/A for NYC Part of a Parcel 4B. Agricultural District Notice - N/A for NYC	
5. Deed Property FRONT FEET X DEPTH OR ACRES	Check the boxes below as they apply: Check the boxes below as they apply: Condominium C. Ownership Type is Condominium T. New Construction on Vacant Land	
8. Seller SCAFURI & SON 142 LLC	FIRST NAME	
LAST NAME / COMPANY	FIRST NAME	
9. Check the box below which most accurately describes the use of the property at A One Family Residential B 2 or 3 Family Residential D Non-Residential Vacant Land F Image: Comparison of the property at the use of	the time of sale: Commercial G Entertainment / Amusement I Apartment H Community Service J	Industrial Public Service
SALEINFORMATION	14. Check one or more of these conditions as applicable	le to transfer:
10. Sale Contract Date	A Sale Between Relatives or Former Relatives	• • • •
Month Day Year 11. Date of Sale / Transfer 3 / 9 / 2022 Month Day Year	B Sale Between Related Companies or Partners in Bit C One of the Buyers is also a Seller D Buyer or Seller is Government Agency or Lending Ir E Deed Type not Warranty or Bargain and Sale (Specify Sale of Fractional or Less than Fee Interest (Specify Fee Interest (Spe	nstitution cify Below)
12. Full Sale Price \$ 5,7,0,0,0,0,0	G Significant Change in Property Between Taxable St	atus and Sale Dates
(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.	H Sale of Business is Included in Sale Price I Other Unusual Factors Affecting Sale Price (Specil J V None	y Below)
13. Indicate the value of personal property included in the sale		
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessmen	t Roll and Tax Bill	
15. Building Class G, 1 16. Total Assessed Value (of all parcel		7 0 0 •
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet w	vith additional identifier(s))	
BROOKLYN 462 12		

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			1	BUYER'S ATT	ORNEY
BUYER SIGNATURE		DATE		LAST NAME	l	FIRST NAME
155 THIRD STREET		DATE				
STREET NUMBER	STREET NAME (AFTER SALE)			AREA CODE	TELEPHONE NUMBER	
BROOKI		Y	11231	1 PMD	SELLER	3/1/22
CITY OR TOWN	STAT	E	ZIP CODE	SELLER SIGNATURE	0	DATE

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.

GRANTEE:

THIRD STREET OWNER LLC, a Delaware limited liability company

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

By:

Name: Nicholas Lembo Title: Sole Member

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

erm.

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

TAX IDENTIFICATION NUMBER:

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.

GRANTEE:

THIRD STREET OWNER LLC, a Delaware limited liability company

- 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 I/LC, its manager

By:

Name: Nicholas Lembo Title: Sole Member

Sworn to	o and subsc	ribed to bef	ore me on	this 2	2 day o	of
March,	2022)					

01 м.

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

TAX IDENTIFICATION NUMBER: