



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:

As stated in the BCP Application (Attachment E, supplementing Section VI of the application form), the current Applicant 46-81 Metro Ave 1 LLC took title to the site on June 2, 2021 as a tenant in common with 269 Triple J Metro, LLC and 269 Rudolph Metro, LLC, under a contract of sale that called for the tenant in common interests to all be conveyed to 46-81 Metro Ave 1 LLC, via a series of closings. Those closings have all been completed, and 46-81 Metro Ave 1 LLC is now the sole owner of the site property. Copies of the recorded deeds and the recorded Termination of Memorandum of [TIC] Agreement are attached to this Application to Amend.

In addition to amending the BCA to reflect sole ownership by 46-81 Metro Ave 1 LLC, this Application to Amend seeks to add 46-81 Metro Ave 1 LLC as a new Volunteer Applicant. As stated in the BCP Application, 46-81 Metro Ave 1 LLC is an affiliate of the current Applicant, 46-81 Metro Ground Lessee LLC.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: 46-81 Metropolitan Ave		BCP SITE NUMBER: C241260
NAME OF CURRENT APPLICANT(S): 46-81 Metro Ground Lessee LLC		
INDEX NUMBER OF AGREEMENT: C241260-01-22		DATE OF ORIGINAL AGREEMENT: 2/23/22
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME 46-81 Metro Ave 1 LLC		
ADDRESS c/o Prologis, Inc., 1800 Wazee Street, Suite 500		
CITY/TOWN Denver, CO		ZIP CODE 80202
PHONE (415) 733-9574	FAX N/A	E-MAIL bricher@prologis.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Brett Richer		
ADDRESS c/o Prologis, Inc., 1800 Wazee Street, Suite 500		
CITY/TOWN Denver, CO		ZIP CODE 80202
PHONE (415) 733-9574	FAX N/A	E-MAIL bricher@prologis.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Mimi Raygorodetsky, Langan		
ADDRESS 360 West 31st Street, 21 Penn Plaza, 8th Floor		
CITY/TOWN New York, NY		ZIP CODE 10001
PHONE (212) 479-5400	FAX (212) 479-5444	E-MAIL mraygorodetsky@langan.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Christine Leas, Sive, Paget & Riesel, P.C.		
ADDRESS 560 Lexington Avenue, 15th floor		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE (646) 378-7267	FAX N/A	E-MAIL cleas@sprlaw.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Corporate affiliate.		

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

OWNER'S NAME (if different from requestor) 46-81 Metro Ave 1 LLC

ADDRESS c/o Prologis, Inc.

CITY/TOWN 1800 Wazee Street, Suite 500

ZIP CODE 80202

PHONE (415) 733-9574

FAX N/A

E-MAIL bricher@prologis.com

OPERATOR'S NAME (if different from requestor or owner) FedEx Ground Package System, Inc.

ADDRESS Attn: Manager of Lease Administration - #3123; 1000 FedEx Drive

CITY/TOWN Moon Township, PA

ZIP CODE 15108

PHONE (412) 859-5016

FAX (412) 747-4259

E-MAIL jerd.jnlouis@fedex.com

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

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

2. Check appropriate boxes below:

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Acreage
Added by
Parcel

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

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

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

Total acreage to be removed: _____

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

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

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

3. TOTAL REVISED SITE ACREAGE: _____

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

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 46-81 Metropolitan Ave	BCP SITE NUMBER: C241260
NAME OF CURRENT APPLICANT(S): 46-81 Metro Ground Lessee LLC	
INDEX NUMBER OF AGREEMENT: C241260-01-22	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 2/23/22	

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 <u>Senior Vice President</u>) of (entity <u>46-81 Metro Ave 1 LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>4-26-22</u> Signature: <u>Megan Robert</u> Print Name: <u>Megan Robert</u>

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 Senior VP (title) of 46-81 Melro Ground Lessee LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4-26-22 Signature: Meg Robert

Print Name: Megan Robert

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 2/23/22

Signature by the Department:

DATED: 8/19/2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, 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, DER

PROJECT MANAGER: Aaron Fischer _____

Department of State

Division of Corporations

Entity Information

[Return to Results](#)
[Return to Search](#)

Entity Details ^

ENTITY NAME: 46-81 METRO AVE 1 LLC

DOS ID: 6019194

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 802 LLC - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 05/21/2021

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 05/21/2021

INACTIVE DATE:

FOREIGN FORMATION DATE: 05/20/2021

STATEMENT STATUS: CURRENT

COUNTY: QUEENS

NEXT STATEMENT DUE DATE: 05/31/2023

JURISDICTION: DELAWARE, UNITED STATES

NFP CATEGORY:

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

Service of Process Name and Address

Name: C/O CORPORATION SERVICE COMPANY

Address: 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

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

REQUESTOR VOLUNTEER ELIGIBILITY STATEMENT

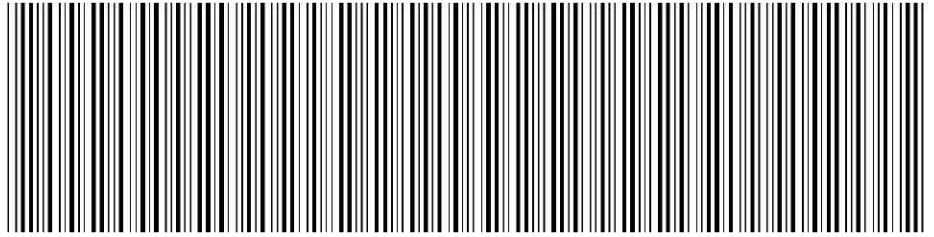
Volunteer Status

Pursuant to ECL § 27-1405(1), the Requestor, 46-81 Metro Ave 1 LLC, is properly designated as a Volunteer because it (together with its affiliate Applicant, 46-81 Metro Ground Lessee LLC) conducted all appropriate inquiry prior to purchasing the site and any liability arises solely from involvement with the site after discharge or disposal of contaminants at the site. There is no indication of any contribution to or exacerbation of site conditions during the time of Requestor's (and its affiliated Applicant's) limited ownership of the site.

46-81 Metro Ave 1 LLC has exercised and continues to exercise due care with respect to the site, including performing appropriate due diligence prior to site acquisition, confirming there is no human health hazard at the site and preparing for site remediation under the Brownfield Cleanup Program. For the foregoing reasons, the Requestor qualifies as a Volunteer.

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2022012800497001

Document Date: 01-28-2022

Preparation Date: 01-28-2022

Document Type: DEED

Document Page Count: 6

PRESENTER:

FIRST AMERICAN TITLE INSURANCE COMPANY -
NCS SAN F
101 MISSION ST STE 1600
SAN FRANCISCO, CA 94105
TBIGORNIA@FIRSTAM.COM

RETURN TO:

46-81 METRO AVE 1 LLC
1800 WAZEE STREET STE 500
DENVER, CO 80202
SUPPORT@SIMPLIFILE.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	2611	71	Entire Lot	46-81 METROPOLITAN AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

269 TRIPLE J METRO, LLC
213-19 99TH AVENUE
QUEENS VILLAGE, NY 11429

GRANTEE/BUYER:

46-81 METRO AVE 1 LLC
C/O: PROLOGIS, INC., 1800 WAZEE STREET, SUITE
500
DENVER, CO 80202

Additional Parties Listed on Continuation Page

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: \$ 67.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 505,664.25

NYS Real Estate Transfer Tax:

\$ 125,212.75

RECORDED OR FILED IN THE OFFICE

OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 02-02-2022 16:34

City Register File No.(CRFN):

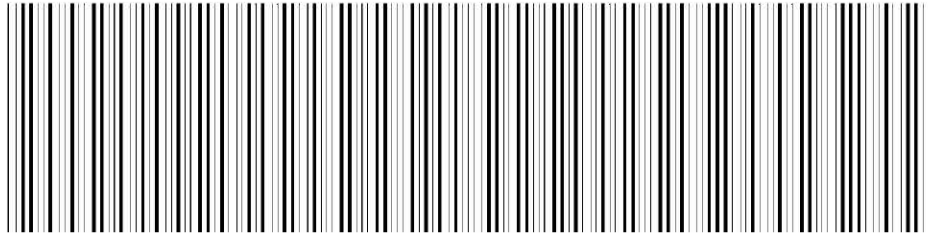
2022000050987



Annette McHill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022012800497001001C1071

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 8

Document ID: 2022012800497001
Document Type: DEED

Document Date: 01-28-2022

Preparation Date: 01-28-2022

PARTIES

GRANTOR/SELLER:
269 RUDOLPH METRO, LLC
213-19 99TH AVENUE
QUEENS VILLAGE, NY 11429

BARGAIN AND SALE DEED

269 TRIPLE J METRO, LLC, a Delaware limited liability company (as to an undivided 15.535% interest) and **269 RUDOLPH METRO, LLC**, a Delaware limited liability company (as to an undivided 15.535% interest)

TO

46-81 METRO AVE 1 LLC, a Delaware limited liability company

ADDRESS: 46-81/46-91 Metropolitan Avenue
Flushing, New York
BLOCK: 2611
LOT: 71
COUNTY: Queens

RETURN BY MAIL TO:

46-81 METRO AVE 1 LLC
c/o Prologis, Inc.
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attn.: Gayle Orman

BARGAIN AND SALE DEED

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT
SHOULD BE USED BY LAWYERS ONLY**

THIS INDENTURE, made as of the 28th day of January, 2022.

BETWEEN **269 TRIPLE J METRO, LLC**, a Delaware limited liability company (as to its undivided 15.535% interest) and **269 RUDOLPH METRO, LLC**, a Delaware limited liability company (as to its undivided 15.535% interest), both having an address at 213-19 99th Avenue, Queens Village, New York 11429

party of the first part, and

46-81 METRO AVE 1 LLC, a Delaware limited liability company, having an address at c/o Prologis, Inc., 1800 Wazee Street, Suite 500, Denver, Colorado 80202

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) 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 or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York and more particularly described on **Exhibit A** attached hereto (the "**Property**"), known by street address as 46-81/46-91 Metropolitan Avenue, Flushing, New York.

BEING AND INTENDED TO BE the same **Property** conveyed to the party of the first part by deed dated 05/26/2016 and recorded on 06/09/2016 at CRFN #2016000195780.

THIS CONVEYANCE IS INTENDED TO CONVEY A THIRTY-ONE AND 07/100 PERCENT (31.07%) UNDIVIDED INTEREST IN THE PROPERTY OWNED IN TOTAL BY THE PARTY OF THE FIRST PART

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 **Property** 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 **Property**; **TO HAVE AND TO HOLD** the **Property** 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 covenants that the party of the first part has not done or suffered anything whereby the said **Property** 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.

[Signature pages follow immediately]

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

269 TRIPLE J METRO, LLC,
By: 269 Triple J, LLC, as Manager

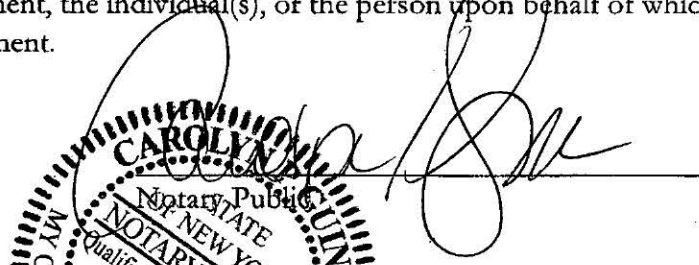
By: X _____
James Juliano, Managing Member

269 RUDOLPH METRO, LLC,
By: 269 Rudolph Family, LLC, as Manager

By: X _____
Raymond Rudolph, Managing Member

STATE OF NEW YORK)
COUNTY OF Queens)

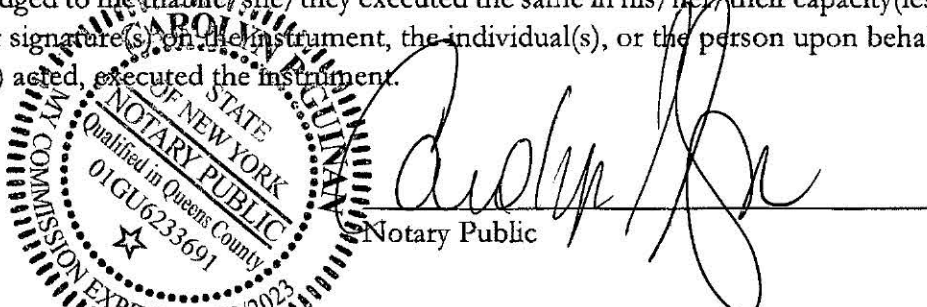
On the 25th day of January, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **James Juliano** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Carolyn E. Quinn
Notary Public
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
01GU6233691
MY COMMISSION EXPIRES 01/03/2023

STATE OF NEW YORK)
COUNTY OF Queens)

On the 25th day of January, 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Raymond Rudolph** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Carolyn E. Quinn
Notary Public
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
01GU6233691
MY COMMISSION EXPIRES 01/03/2023

EXHIBIT "A"
Description of Property

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BEING PART OF LOT 71 IN BLOCK 2611, SECTION 14, AS LAID OUT ON QUEENS LAND AND TAX MAP AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF METROPOLITAN AVENUE; AT THE DIVISION LINE BETWEEN THE PREMISES HEREIN DESCRIBED AND THE LAND NOW OR FORMERLY OF WILLIAM DYKES, SAID POINT OF BEGINNING BEING 438.68 FEET AS MEASURED ALONG THE NORTHERLY SIDE OF METROPOLITAN AVENUE FROM ITS INTERSECTION WITH THE WESTERLY LINE OF LONG ISLAND RAILROAD-BUSHWICK BRANCH;

THENCE THE FOLLOWING COURSES AND DISTANCES:

1. NORTH 26° 52' 30" WEST 43.95 FEET;
2. NORTH 37° 28' 29" WEST 100.00 FEET;
3. NORTH 20° 34' 13" WEST 16.17 FEET;
4. NORTH 3° 31' 14" WEST 50.00 FEET;
5. NORTH 9° 19' 00" WEST 50.00 FEET;
6. NORTH 3° 45' 45" EAST 50.00 FEET;
7. NORTH 12° 01' 58" EAST 50.00 FEET;
8. NORTH 18° 17' 10" EAST 35.50 FEET;
9. NORTH 9° 03' 55" WEST 177.52 FEET;
10. NORTH 26° 01' 38" WEST 53.17 FEET;
11. NORTH 33° 37' 10" WEST 223.80 FEET;
12. NORTH 10° 52' 17" WEST 26.67 FEET TO THE UNITED STATES PIERHEAD AND BULKHEAD LINE, WHICH WERE APPROVED BY THE WAR DEPT. JANUARY 21, 1920 AND HELD BY THE CITY OF NEW YORK, ON ALTERATION MAP NO. 890, TO THE FINAL MAP OF THE BOROUGH OF QUEENS, AND ALSO HELD BY THE CITY OF NEW YORK ON THE DRAFT DAMAGE MAP OF CREEK;

THENCE ALONG SAID U.S. PIERHEAD AND BULKHEAD LINE NORTH 61° 43' 43" EAST, A DISTANCE OF 36.83 FEET TO A POINT;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHERLY SIDE OF A PRIVATE BASIN SOUTH 67° 56' 38" EAST, A DISTANCE OF

481.55 FEET TO A POINT;

THENCE SOUTH 22° 42' 04" WEST, A DISTANCE OF 79.61 FEET TO A FENCE POST;

THENCE THE FOLLOWING TWO COURSES AND DISTANCES:

1. SOUTH 67° 31' 56" EAST 99.01 FEET;

2. SOUTH 22° 11' 57" WEST, 113.41 FEET TO A FENCE POST;

THENCE SOUTH 27° 12' 11" EAST 20.25 FEET TO THE EDGE OF A PLATFORM;

THENCE ALONG THE EDGE OF SAID PLATFORM, ON A CURVE TO THE LEFT HAVING A RADIUS OF 337 FEET AND AN ARC LENGTH OF 82.74 FEET TO A POINT;

THENCE SOUTH 6° 44' 49" WEST 2.07 FEET TO THE CORNER OF A ONE-STORY CONCRETE AND STUCCO BUILDING;

THENCE ALONG THE SAID BUILDING SOUTH 37° 45' 15" WEST 156.84 FEET TO A POINT;

THENCE PARTIALLY ALONG A COMMON WALL AND THROUGH SAID BUILDING SOUTH 52° 14' 45" EAST 16.04 FEET TO A POINT;

THENCE STILL THROUGH SAID BUILDING AND ALONG A COMMON WALL SOUTH 37° 45' 15" WEST 136.74 FEET TO A POINT;

THENCE STILL ALONG THE SOUTHERLY SIDE OF THE SAID TWO STORY CONCRETE BRICK AND STUCCO BUILDING SOUTH 51° 43' 30" EAST, A DISTANCE OF 163.60 FEET TO THE CORNER OF SAID BUILDING;

THENCE SOUTH 11° 46' 01" WEST, A DISTANCE OF 46.07 FEET TO THE NORTHERLY SIDE OF METROPOLITAN AVENUE;

THENCE ALONG SAID NORTHERLY SIDE OF METROPOLITAN AVENUE, NORTH 77° 10' 30" WEST A DISTANCE OF 138.05 FEET TO THE POINT OR PLACE OF BEGINNING.

UNANIMOUS WRITTEN CONSENT AND ACTION OF THE SOLE MEMBER

OF

46-81 METRO AVE 1 LLC

The undersigned, being the sole member (the "Member") of 46-81 Metro Ave 1 LLC, a Delaware limited liability company (the "Company") (BCP Applicant owner), does hereby consent to and adopt the following resolutions in accordance with the Limited Liability Company Agreement of the Company, dated as of May 20, 2021, as amended and restated as of November 29, 2021:

WHEREAS, the Member of the Company deems it advisable and in the best interests of the Company to authorize, approve and ratify the execution, delivery and performance by the Company of a Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation.

NOW, THEREFORE, BE IT RESOLVED, that the Member of the Company hereby authorizes and directs the Member to acknowledge, execute and deliver for and on behalf of the Company, a Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation, the authority of the Member being conclusively evidenced by its execution and delivery of the same, and to do or cause to be done any and all such acts, including those heretofore taken, that such party deems necessary, proper, and advisable to enable the Company to fully and properly accomplish the purposes and intents of these resolutions; and it is further

RESOLVED, that Megan Robert is a Senior Vice President of the Company and has the full power and authority on behalf of the Company, as an Authorized Signatory, to:

- a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program (the "BCP");
- b. Enter into agreements with the New York State Department of Environmental Conservation (the "DEC") in connection with the Company's participation in the BCP;
- c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements and tax returns;
- d. Take any action necessary to the furtherance of the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

RESOLVED, that the authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a

resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

IN WITNESS WHEREOF, the undersigned has executed this written Consent in the capacity noted below as of this 26th day of April 2022.

Prologis L.P., a Delaware limited partnership

By: Prologis, Inc., a Maryland corporation, its general partner

By: Megan C. Robert
Megan C. Robert
Senior Vice President