

## AMENDMENT TO ENVIRONMENTAL EASEMENT

This Amendment to Environmental Easement is made as of this 18<sup>th</sup> day of May 2018, by and between The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation (“NYSDEC” or the “Department”) with its headquarters located at 625 Broadway, Albany, New York 12233, and East West United Realty Development Group LLC (the “Grantor”) with its offices located at 183-26 Booth Memorial Avenue, 2<sup>nd</sup> Floor, Fresh Meadows, New York 11365.

### RECITALS

1. Grantor, East West United Realty Development Group LLC, is the owner of real property located at the address of 183-31 Horace Harding Expressway in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 7067 Lot 54, being the same as that property conveyed to Grantor by deed dated February 26, 2014 and recorded in the City Register of the City of New York as CRFN #2014000082172.
2. The property referenced above comprises approximately 0.4 +/- acres, and is hereinafter more fully described in Exhibit A.
3. The Department and Grantor entered into that certain Environmental Easement (“Easement Agreement”) dated as of March 17, 2017 and recorded in the in the City Register of the City of New York as CRFN #2017000154835. Capitalized terms used herein without definition have the meanings ascribed to them in the Environmental Easement Agreement.
4. Pursuant to Section 1, 2, 3, 4, and 5 of the Easement Agreement, Grantor granted the Department rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
5. The Easement Agreement dated March 17, 2017 erroneously stated at Paragraph 2(A)(1) that the Controlled Property was only to be used for “Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)”, and may only be used consistent with controls set out in that Section 2(A) of the Easement Agreement.
6. This Amendment to Environmental Easement is filed solely in order to correct a mutual mistake between the Department and Grantor relating to the allowed uses of the Controlled Property in Paragraph 2(A)(1) and prohibited uses of the Controlled Property in Paragraph 2(B) to that Environmental Easement dated March 17, 2017 and recorded in the in the City Register of the City of New York as CRFN #2017000154835.

7. Pursuant to Section 8 of the Easement Agreement, the Department agrees to amend the Easement Agreement in the manner prescribed by Article 9 of the Real Property Law.

**AMENDMENT OF ENVIRONMENTAL EASEMENT**

- A. The above recitals are hereby incorporated into this Amendment of Environmental Easement.
- B. The Department and Grantor hereby agree that Paragraph 2(A)(1) of the Environmental Easement is hereby amended to read as follows:
- (1) The Controlled Property may be used for:
- Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**
- C. The Department and Grantor hereby agree that Paragraph 2(B) of the Environmental Easement is hereby amended to read as follows:
- (B) The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- D. All other terms of the March 17, 2017 Environmental Easement shall remain in effect.
- E. This Amendment of Environmental Easement inures to and binds the parties hereto and their respective successors and assigns.
- F. This Amendment of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, Grantor has caused this Amendment to Environmental Easement to be signed in its name.

East West United Realty Development Group LLC:

By: 

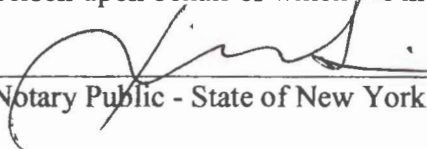
Print Name: LIYI LU

Title: CEO Date: 5/1/2018

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Queens )

On the 1<sup>st</sup> day of May, in the year 20 18, before me, the undersigned, personally appeared LIYI LU, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.

  
Notary Public - State of New York

**XIAO ZHI LIU**  
Notary Public, State of New York  
Registration #01LI6339458  
Qualified In Queens County  
Commission Expires April 4, 20 20

**THIS AMENDMENT OF THE ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,**

By:   
Michael J. Ryan, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK    )  
  ) ss:  
COUNTY OF ALBANY    )

On the 18<sup>th</sup> day of May, in the year 2018, before me, the undersigned, personally appeared Michael J. Ryan, 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 as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
**No. 01CH5032146**  
**Qualified in Schenectady County**  
**Commission Expires August 22, 2018**

### **SCHEDULE "A" PROPERTY DESCRIPTION**

All that certain plot, piece or parcel of land, situate, lying and being at Fresh Meadows, Borough and County of Queens, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Horace Harding Expressway, distant 233.25 feet easterly from the corner formed by the intersection of the northerly side of Horace Harding Expressway with the easterly side of 183<sup>rd</sup> Street;

Running thence northerly at right angles to the northerly side of Horace Harding Expressway, 104.13 feet;

Thence northwesterly along a line forming an interior angle of 237° 04' 30" with the last mentioned course, 13.19 feet;

Thence northerly at right angles to the last mentioned course, 45.50 feet;

Thence easterly at right angles to the last mentioned course, 20.00 feet;

Thence northerly at right angles to the southerly side of Booth Memorial Avenue, 20.00 feet to the southerly side of Booth Memorial Avenue;

Thence southeasterly along the southerly side of Booth Memorial Avenue, 104.17 feet;

Thence southerly at right angles to the northerly side of Horace Harding Expressway, 98.82 feet to the northerly side of Horace Harding Expressway;

Thence westerly along the northerly side of Horace Harding Expressway, 128.75 feet to the point of place of beginning.

Containing 17,165.3 Sq. Ft. or 0.4 acres more or less.