



Department of
Environmental
Conservation

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input type="radio"/> No <input checked="" type="radio"/> Submitted on: 6/3/2023</p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

Per the Deed dated June 29, 2023 and recorded July 21, 2023 with the NYC Register's Office under City Register File No. 2023000183670, HP Whitlock II Housing Development Fund Company, Inc. is now the nominal fee title owner of the BCP Site. Please see the Deed attached as Exhibit A. Volunteer, Whitlock Point II LLC became the beneficial owner of the BCP Site by a Declaration of Interest and Nominee Agreement dated June 29, 2023 and recorded July 21, 2023 with the NYC Register's Office under City Register File No. 2023000183671. Please see the Nominee Agreement attached as Exhibit B. This transfer does not affect the remedial efforts at the Site because Whitlock Point II LLC is already a remedial party for the Site subject to the Brownfield Agreement. HP Whitlock II Housing Development Fund Company, Inc. is not being added to the BCA.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: North American/Pulse Plastics Site	BCP SITE CODE: C203144
NAME OF CURRENT APPLICANT(S): Whitlock Point LLC and Whitlock Point II LLC	
INDEX NUMBER OF AGREEMENT: C203144-03-21	DATE OF ORIGINAL AGREEMENT: 04/06/2021

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:			
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR CONTACT:			
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S CONSULTANT:		CONTACT:	
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY:		CONTACT:	
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
			Y
			N
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:			<input type="radio"/>

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Non-Applicant
OWNER'S NAME: HP Whitlock II Housing Development Fund Company, Inc. - Title Owner			CONTACT: Daniel Martin	
ADDRESS: c/o NYC Housing Partnership, 253 West 35th Street, 3rd Floor				
CITY/TOWN: New York, New York			ZIP CODE: 10001	
PHONE: (646) 217-3370		EMAIL: dmartin@housingpartnership.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
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 or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.

Owner listed below is: <input checked="" type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant	
OWNER'S NAME: Whitlock Point II LLC, Beneficial Owner	CONTACT: Kathleen Bradshaw, Esq.
ADDRESS: 5959 Broadway, Suite 3	
CITY/TOWN: Bronx, New York	ZIP CODE: 10463
PHONE: (914) 391-8711	EMAIL: kbradshaw@stagggroup.com
OPERATOR:	CONTACT:
ADDRESS:	
CITY/TOWN:	ZIP CODE:
PHONE:	EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
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 or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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?		<input type="radio"/>	<input type="radio"/>
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?		<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?		<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.		<input type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input type="radio"/> N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input type="radio"/> N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS:

CITY/TOWN

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

☐

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

☐

N

☐

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. 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="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<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>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<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' household's 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 homeowners 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>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: North American/Pulse Plastics Site

BCP SITE CODE: C203144

NAME OF CURRENT APPLICANT(S): Whitlock Point LLC and Whitlock Point II LLC

INDEX NUMBER OF AGREEMENT: C203144-03-21

DATE OF ORIGINAL AGREEMENT 04/06/2021

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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) of _____ (entity); 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.

_____ 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: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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)

Superior Property Members Holding
LLC, the Managing Member of
Whitlock Point Member II LLC, the

I hereby affirm that I am Sole Member (title) of Sole Member of Whitlock Point II 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. Mark Stagg's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/20/2021 Signature: [Signature]

Print Name: Mark Stagg

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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.
--	--

Effective Date of the Original Agreement: 04/06/2021

Signature by the Department:

DATED: 7/30/24

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown

Janet E. Brown, Assistant Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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 Sole Member (title) of Whitlock Point 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. Mark Stagg's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/16/2021 Signature: [Signature]

Print Name: Mark Stagg

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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.
--	--

Effective Date of the Original Agreement: 04/06/2021

Signature by the Department:

DATED: 7/30/24

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

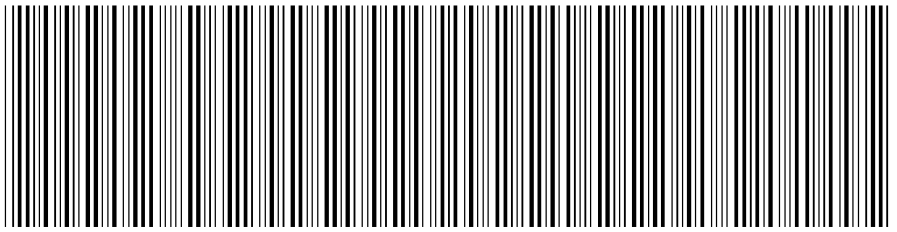
Janet E. Brown

Janet E. Brown, Assistant Director Division of
Environmental Remediation

EXHIBIT A

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 7

Document ID: 2023071001019005

Document Date: 06-29-2023

Preparation Date: 07-18-2023

Document Type: DEED

Document Page Count: 6

PRESENTER:

ATLANTIC TITLE AGENCY, INC.
31 STEWART STREET
ALORT-25928BX
FLORAL PARK, NY 11001
516-358-0505
ATLANTICTITLEAGENCY@GMAIL.COM

RETURN TO:

GOLDSTEIN HALL PLLC
80 BROAD STREET, SUITE 303
ATTENTION: NIKI TSISMENAKIS, ESQ.
NEW YORK, NY 10004

Borough	Block	Lot	Unit	Address
BRONX	2756	90	Entire Lot	1156 EAST 165 STREET
Property Type: NON-RESIDENTIAL VACANT LAND				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

HP WHITLOCK HOUSING DEVELOPMENT FUND
COMPANY, INC.
253 WEST 35TH STREET, 3RD FL
NEW YORK, NY 10001

GRANTEE/BUYER:

HP WHITLOCK II HOUSING DEVELOPMENT FUND
COMPANY,
INC., 253 WEST 35TH STREET 3RD FL
NEW YORK, NY 10001

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:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

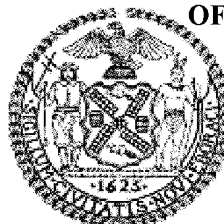
RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 07-21-2023 14:24

City Register File No.(CRFN):

2023000183670



Annette McMill

City Register Official Signature

(5) ALORT-25988 BY

THIS INDENTURE, made as of the 29th day of June, 2023

BETWEEN

HP WHITLOCK HOUSING DEVELOPMENT FUND COMPANY, INC., c/o Housing Partnership Development Corporation, 253 West 35th Street, 3rd Fl., New York, New York 10001, (hereinafter referred to as "**Grantor**"), and

HP WHITLOCK II HOUSING DEVELOPMENT FUND COMPANY, INC., c/o Housing Partnership Development Corporation, 253 West 35th Street, 3rd Fl., New York, New York 10001, (hereinafter referred to as "**Grantee**"),

WITNESSETH, that the Grantor, in consideration of One Dollar (\$1) and other valuable consideration paid by the Grantee does hereby grant and release to Grantee, the heirs or successors and assigns of Grantee forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Bronx, City and State of New York, as more particularly described as follows:

**THE CERTAIN PREMISES DESCRIBED ON SCHEDULE A
ATTACHED HERETO AND MADE A PART HEREOF**

BEING and intended to be a portion of the same premises conveyed to grantor by deed, dated June 15, 2017 recorded June 28, 2017 in CRFN 2017000237638 in the Office of the City Register of the City of New York, Bronx 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 to Grantee, the heirs or successors and assigns of Grantee forever with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above-described premises to the center lines thereof;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said property has been encumbered in any way whatsoever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor 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 same for any other purpose.

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

This deed may be signed in counterparts.

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

IN PRESENCE OF:

**HP WHITLOCK HOUSING DEVELOPMENT
FUND COMPANY, INC.**, a New York not-for-profit corporation

By: Jamie A. Smarr
Name: Jamie A. Smarr
Title: President

Acknowledgment

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

On the 20th day of June, 2023 before me, the undersigned, personally appeared JAMIE A. SMARR, 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 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.

T. O. M. A. S. K. Y.
Notary Public

THERESA A OMANSKY
Notary Public, State of New York
Reg. No. 02OM6427050
Qualified in Kings County
Commission Expires December 20, 2025

BARGAIN AND SALE DEED WITH
COVENANTS

Title # ALORT-25928BX

**Grantor: HP WHITLOCK HOUSING
DEVELOPMENT FUND COMPANY, INC.**

TO

**Grantee: HP WHITLOCK II HOUSING
DEVELOPMENT FUND COMPANY, INC.**

**ADDRESS: 1156 East 165th Street
Bronx, New York**

BLOCK: 2756

LOT: 90

COUNTY: Kings

Record and Return to:

**Goldstein Hall PLLC
Attention: Niki Tsismenakis, Esq.
80 Broad Street, Suite 303
New York, New York 10004**

SCHEDULE A DESCRIPTION

Old Republic National Title Insurance Company

Title Number: **ALORT-25928BX**

Page 1

Amended 6/26/23 (MM)

SCHEDULE A DESCRIPTION

Block 2756 Lot 90 (f/k/a part of Lot 90 and part of Lot 85)

ALL that certain plot piece or parcel of land, situate lying and being in the Borough of Bronx City of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 165th Street and the westerly side of Whitlock Avenue;

RUNNING THENCE westerly along the southerly side of East 165th Street, 162.03 feet;

THENCE southerly at right angles parallel to Whitlock Avenue, 177.01 feet;

THENCE easterly parallel with the southerly side of East 165th Street, 126.72 feet to the westerly side of Whitlock Avenue;

THENCE northerly along the westerly side of Whitlock Avenue, 203.78 feet to the corner aforesaid the point or place of BEGINNING;

TOGETHER with, and subject to the burdens of, that certain Utilities and Parking Easement Agreement dated June 29, 2023 by and among HP Whitlock Housing Development Fund Company, Inc., Whitlock Point LLC, HP Whitlock II Housing Development Fund Company, Inc., and Whitlock Point II LLC and to be recorded in the Office of the City Register of the City of New York, Bronx County, which agreement covers the following described land:

Utility Easement Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of the Bronx, City and State of New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 203.78 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the Southerly side of East 165th Street (60 feet wide) and westerly at right angle, 2.36 feet to a point;

RUNNING THENCE Southerly at right angles, distant 192.89 feet;

THENCE Southerly having an interior angle of 176° 49' 00", distant 45.13 feet;

THENCE Westerly having an interior angle of 93° 11' 00", distant 16.97 feet;

Old Republic National Title Insurance Company

Title Number: **ALORT-25928BX**
Page 2

THENCE Northerly having an interior angle of $86^{\circ} 49' 00''$, distant 45.61 feet;
THENCE Northerly having an exterior angle of $176^{\circ} 49' 00''$, distant 192.42 feet;
THENCE Easterly at right angles 17.00 feet to the POINT OR PLACE OF BEGINNING.

Parking Ramp Easement Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of the Bronx, City and State of New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 203.78 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the Southerly side of East 165th Street (60 feet wide) and westerly at right angle, 19.36 feet to a point;

RUNNING THENCE Southerly at right angles, distant 192.42 feet;

THENCE Southerly having an interior angle of $176^{\circ} 49' 00''$, distant 54.27 feet;

THENCE Southeasterly having a radius 49.30 and distant 36.42 feet to Northwesternly side of Whitlock Avenue;

THENCE Southerly along Northwesternly side of Whitlock Avenue radius 307.55 and distant 27.40' feet;

THENCE Northwesternly having a radius 73.30 and distant 72.20 feet

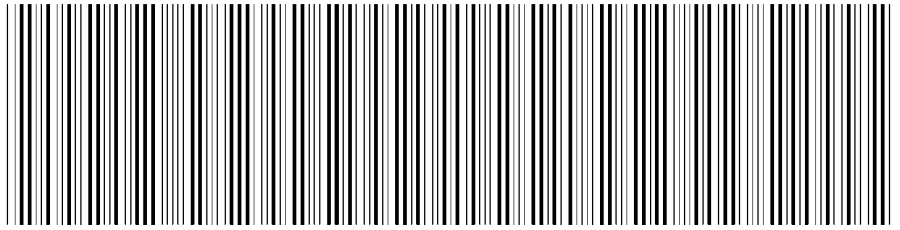
THENCE Northerly having an interior angle of $86^{\circ} 49' 00''$, distant 55.16 feet;

THENCE Northerly having an exterior angle of $176^{\circ} 49' 00''$, distant 191.75 feet;

THENCE Easterly at right angles 24.00 feet to the POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY: Premises known as 1156 East 165th Street, Bronx, NY 10459.

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



2023071001019005003SC0E8

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2023071001019005
Document Type: DEED

Document Date: 06-29-2023

Preparation Date: 07-18-2023

ASSOCIATED TAX FORM ID: 2023062200104

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

2
1

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book
OR
C5. CRFN

C4. Page



STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

1. Property Location	1156 <small>STREET NUMBER</small>	EAST 165 STREET <small>STREET NAME</small>	BRONX <small>BOROUGH</small>	10459 <small>ZIP CODE</small>
-----------------------------	--------------------------------------	---	---------------------------------	----------------------------------

2. Buyer Name	HP WHITLOCK II HOUSING DEVELOPMENT FUND COMPANY, <small>LAST NAME / COMPANY</small>				FIRST NAME			
	LAST NAME / COMPANY				FIRST NAME			

3. Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)				LAST NAME / COMPANY				FIRST NAME			
	STREET NUMBER AND STREET NAME				CITY OR TOWN				STATE		ZIP CODE	

4. Indicate the number of Assessment Roll parcels transferred on the deed	1	# of Parcels	OR	<input type="checkbox"/>	Part of a Parcel	
--	---	--------------	----	--------------------------	------------------	--

5. Deed Property Size	FRONT FEET	X	DEPTH	OR	ACRES	
------------------------------	------------	---	-------	----	-------	--

4A. Planning Board Approval - N/A for NYC

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

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name	HP WHITLOCK HOUSING DEVELOPMENT FUND COMPANY, INC. <small>LAST NAME / COMPANY</small>				FIRST NAME			
	LAST NAME / COMPANY				FIRST NAME			

9. Check the box below which most accurately describes the use of the property at the time of sale:														
A	<input type="checkbox"/>	One Family Residential	C	<input type="checkbox"/>	Residential Vacant Land	E	<input type="checkbox"/>	Commercial Apartment	G	<input type="checkbox"/>	Entertainment / Amusement Community Service	I	<input type="checkbox"/>	Industrial Public Service
B	<input type="checkbox"/>	2 or 3 Family Residential	D	<input checked="" type="checkbox"/>	Non-Residential Vacant Land	F	<input type="checkbox"/>	Apartment	H	<input type="checkbox"/>	Community Service	J	<input type="checkbox"/>	Public Service

10. Sale Contract Date

6 / 29 / 2023
Month Day Year

11. Date of Sale / Transfer

6 / 29 / 2023
Month Day Year

12. Full Sale Price \$

0

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

A	<input type="checkbox"/>	Sale Between Relatives or Former Relatives
B	<input type="checkbox"/>	Sale Between Related Companies or Partners in Business
C	<input type="checkbox"/>	One of the Buyers is also a Seller
D	<input type="checkbox"/>	Buyer or Seller is Government Agency or Lending Institution
E	<input type="checkbox"/>	Deed Type not Warranty or Bargain and Sale (Specify Below)
F	<input type="checkbox"/>	Sale of Fractional or Less than Fee Interest (Specify Below)
G	<input type="checkbox"/>	Significant Change in Property Between Taxable Status and Sale Dates
H	<input type="checkbox"/>	Sale of Business is Included in Sale Price
I	<input type="checkbox"/>	Other Unusual Factors Affecting Sale Price (Specify Below)
J	<input checked="" type="checkbox"/>	None

15. Building Class

16. Total Assessed Value (of all parcels in transfer)

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

BRONX 2756 90

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 by: <i>Jamie A. Smarr</i> <small>BUYER SIGNATURE</small> <i>Jamie A. Smarr, Pres</i> <small>INC 253 WEST 35TH STREET 3RD FL</small>			BUYER'S ATTORNEY <small>LAST NAME</small> <small>FIRST NAME</small>	
<small>DATE</small> <i>6/27/23</i>				
<small>STREET NUMBER</small> NEW YORK	<small>STREET NAME (AFTER SALE)</small> NY	<small>AREA CODE</small> 10001	<small>TELEPHONE NUMBER</small> 	
<small>CITY OR TOWN</small>	<small>STATE</small>	<small>ZIP CODE</small>	SELLER by: <i>Jamie A. Smarr</i> <small>SELLER SIGNATURE</small> <i>Jamie A. Smarr, Pres</i> <small>DATE</small> <i>6/27/23</i>	

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of Rio } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at
1156 EAST 165 STREET

Street Address Unit/Apt.
BRONX New York, **2756** **90** (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

HP Whitlock Housing Development Fund Company, Inc.
Name of Grantor (Type or Print)

by: Jamie A. Smarr
Signature of Grantor
Jamie A. Smarr, President

Sworn to before me
this 27th day of June 2023

M.M.C.

MILEIKA BETHANCOURT
Notary Public, State of New York
No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2025

HP Whitlock II Housing Development Fund Company, Inc.
Name of Grantee (Type or Print)

by: Jamie A. Smarr
Signature of Grantee
Jamie A. Smarr, President

Sworn to before me
this 27th day of June 2023

M.M.C.

MILEIKA BETHANCOURT
Notary Public, State of New York
No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2025

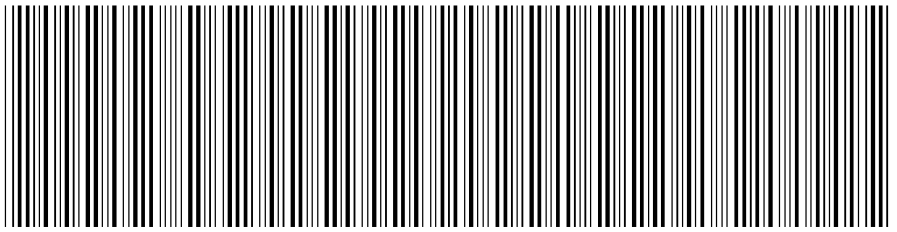
These statements are made with the knowledge that a willfully false representation is unlawful and punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

EXHIBIT B

**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.



2023071001019006003E0E2D

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 19

Document ID: 2023071001019006

Document Date: 06-29-2023

Preparation Date: 07-18-2023

Document Type: SUNDRY AGREEMENT

Document Page Count: 18

PRESENTER:

ATLANTIC TITLE AGENCY, INC.
31 STEWART STREET
ALORT-25928BX
FLORAL PARK, NY 11001
516-358-0505
ATLANTICTITLEAGENCY@GMAIL.COM

RETURN TO:

HOUSING PARTNERSHIP DEVELOPMENT
CORPORATION
253 WEWST 35TH STREET, 3RD FLOOR
ATTN: GENERAL COUNSEL
NEW YORK, NY 10001

Borough	Block	Lot	Unit	Address
BRONX	2756	90	Entire Lot	1156 EAST 165 STREET

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

HP WHITLOCK II HOUSING DEVELOPMENT FUND
COMPANY,
INC., 253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

PARTY 2:

WHITLOCK POINT II LLC
C/O STAGG GROUP LLC, 1763 PITMAN AVENUE
BRONX, NY 10466

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: \$ 127.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

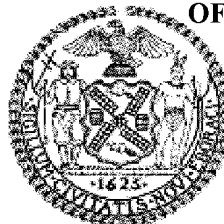
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2023 14:24

City Register File No.(CRFN):

2023000183671



Annette McMill

City Register Official Signature

AL09-25928BX

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

This DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this "Agreement") is made this 29th day of June, 2023, by and between **HP WHITLOCK II HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 253 West 35th Street, 3rd Floor, New York, New York 10001 (the "HDFC"), and **WHITLOCK POINT II LLC**, a New York limited liability company, having its office at c/o Stagg Group LLC, 1763 Pitman Avenue, Bronx, New York 10466 (the "Company").

WITNESSETH:

WHEREAS, a fee interest in the premises located at 1156 East 165th Street, Bronx, New York (Block: 2756, Lot: 90) as more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property") is being acquired this day by the HDFC solely as nominee legal and record title holder on behalf of the Company, as beneficial and equitable owner of the Property, for the ownership, construction, rehabilitation, and leasing of a residential building, which is comprised of approximately two hundred and fifty-three residential rental units including one (1) superintendent's unit, ancillary parking, and commercial space (collectively, the "Project") in accordance with Article XI; and

WHEREAS, a portion of the development of the Project will be financed by certain loans made or to be made to the Company (the "Loans"); and

WHEREAS, the Company and the HDFC desire that the HDFC hold legal and record title to the Property solely as nominee on behalf of the Company, with the Company retaining all of the equitable and beneficial ownership of the fee interest in the Property and the Project; and

WHEREAS, the Company (with cooperation of the HDFC) intends to file a declaration of condominium (the "Condominium Declaration") to create a condominium on the Property, to consist of the following condominium units: (1) one or more residential space condominium unit(s) to be comprised of the residential units and one (1) superintendent's unit, and ancillary parking; and (2) one condominium unit comprising the commercial space (collectively, the "Condominium Units");

WHEREAS, the HDFC is authorized to acquire, own and hold legal and record title to the Property on behalf of and as nominee of the Company, and the Company shall possess the entire equitable and beneficial ownership interest in and to the Property and the Project; and

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the HDFC, being the fee owner of the Property, hereby grants to the Company all

beneficial and equitable ownership interests in the Property and Project (retaining unto the HDFC bare legal title to the Property solely as nominee of and solely for the benefit of, and on behalf of, the Company) for all purposes (including federal income tax purposes) and at all times, and the Company shall have all rights related thereto, and the parties hereby agree as follows:

1. The parties acknowledge and agree that upon the effectiveness of the Condominium Declaration, the Company's legal and beneficial interests in the Property and Project shall convert to and vest as equitable and beneficial fee interest in the Condominium Units and the HDFC shall have the legal and record fee title in the Condominium Units. The above-described vesting shall in each case be automatic and self-effectuating, such that no additional act or action by any party or any of the parties shall be required as a condition precedent or subsequent thereto. Notwithstanding the foregoing, if the parties, the New York City Housing Development Corporation ("HDC"), or The City of New York, acting by and through its Department of Housing Preservation and Development ("HPD") request any documentation to clarify the equitable and beneficial fee or nominal legal ownership of the Project amongst the parties, the parties shall provide such documentation upon receipt of the prior written consent thereto of Bank (as hereinafter defined) (unless the Letter of Credit (as hereinafter defined) has been released undrawn), HDC and HPD. Furthermore, all references in this Agreement to the Property and Project, shall, after the effectiveness of the Condominium Declaration, include the Condominium Units.

2. The HDFC's acquisition and holding of legal or record title of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of the Company. Although the HDFC will hold legal or record title to the Property such title shall only be as nominal legal or record titleholder on behalf of the Company. As a result, the parties hereby acknowledge and agree that the Company possesses all of the equitable and beneficial interest in the Property, and will possess all the equitable and beneficial interest in the Project, such that the Company, and not the HDFC shall have an:

(a) unconditional obligation to bear all economic risk of depreciation and diminution in value of the Property and the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

(b) unconditional right to receive all economic benefits associated with the Property and the Project (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the Property and the Project;

(c) unconditional obligation to keep the Property and the Project in good condition and repair;

(d) unconditional and exclusive right to the possession of the Property and the Project;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of the Company

and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC, NYC Partnership Housing Development Fund Company, Inc. ("NYCP"), and Housing Partnership Development Corporation ("HPDC") as named or additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(h) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(i) unconditional obligation to pay for all development, financing, maintenance and operating costs in connection with the Property and the Project;

(j) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns;

(k) unconditional right to develop residential and non-residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation, regulation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents");

(l) unconditional and exclusive right to enter into, and/or to have the HDFC's full cooperation in entering into, easement agreements and to grant any and all easements in connection with the development and operation of the Property and the Project, provided that such easements do not violate the Project Documents;

(m) unconditional obligation to bear the economic risk of loss under the Loans and Company shall be responsible for any obligation for the repayment of principal and interest imposed on the HDFC under any of the documents in connection with the Loans; and

(n) unconditional and exclusive right to make all decisions to exercise all rights and to perform all obligations as declarant and/or unit owner pursuant to any Condominium Declaration and by-laws to which the Property and Project is subject.

2. The HDFC hereby agrees at the direction of Company to execute any and all documents necessary to grant any governmental entity or financial institution or institutions making Loans to the Company a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents required to be executed by the HDFC in

connection with the financing and development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, provided further that the HDFC shall not be obligated to execute any such documents that would violate the provisions of Article XI and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC in its capacity as the legal or record title owner of the Property.

3. A. The Company shall fully protect, defend, indemnify, and hold the HDFC, NYCP, HPDC, and each of their members, directors, employees and officers (singularly an "Indemnified Party" and collectively, "Indemnified Parties") harmless from and against any and all liabilities, obligations, claims, losses, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of counsel reasonably acceptable to HDFC, if applicable, pursuant to Section 4.C. below) whether incurred in disputes, both litigated and non-litigated, with the Company or with any third parties arising out of or in any way relating to (a) acquisition and ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project and/or the Project Documents, (c) the use or occupancy of the Project or (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising from the willful misconduct or gross negligence of the HDFC (collectively, "Claims"). The foregoing indemnification shall include, but shall not be limited to the Company's primary obligation to defend all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Company to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; and/or (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause.

B. The Company shall, to the fullest extent permitted by law, protect, defend, indemnify and save an Indemnified Party harmless from and against all liabilities, losses, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation, attorneys' fees and expenses of counsel selected by the HDFC, NYCP, and/or HPDC, whether incurred in litigation with the Company or with any third parties), imposed upon or incurred by or asserted against an Indemnified Party by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation,

reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except if arising out of the willful misconduct or gross negligence of the HDFC. The Company's obligations and liabilities under this section shall survive any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

C. In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section, the Company shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, provided however, that the action or proceeding did not arise out of the gross negligence or willful misconduct of the HDFC. The HDFC shall have the right, if it shall conclude in good faith that a conflict of interest exists, to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Company shall pay all reasonable fees and expenses of such separate counsel.

Notwithstanding any provision to the contrary in this Section 4, should the Company fail to comply with an Indemnified Party's request to retain counsel for defense of a Claim pursuant to this Section 4, such Indemnified Party shall have the right to employ counsel of its choosing in defense of such Claim, and the Company shall assume the payment of all expenses related thereto.

This Section 4 shall survive the expiration, amendment and restatement or termination of this Agreement.

4. The HDFC agrees that all proceeds of any insurance policies and condemnation proceeds received by it, which relate to its ownership of the Property shall be received in its capacity as nominee of the Company and shall be immediately deposited in the Company's name in Company's accounts, including, but not limited to, liability, property, casualty and title insurance proceeds.

5. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Company, to execute and deliver to the Company a deed in proper recordable form transferring and conveying to the Company all of the HDFC's right, title and interest in and to the Property. The HDFC hereby unconditionally and unequivocally constitutes and appoints the Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such deed and any other documents or instruments required to convey the Property on behalf of the HDFC, in the name, place and stead of the HDFC

with the same force and effect as if such deed was executed, delivered and recorded by the HDFC on the following conditions: (i) the Company shall advise the HDFC of the need to execute such documents on not less than ten (10) business days' notice; and (ii) should the HDFC fail to comply with the Company's request based upon a failure to respond to the Company within such ten (10) business days' notice of such request, the Company shall then have the right to execute all such documents in the name and on behalf of the HDFC as if the HDFC were the party executing the same. The parties agree that the HDFC's failure to comply with the provisions of this Section 5 shall cause irreparable harm to Company for which no adequate remedy at law will be available and, in addition to any other available remedies, the Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section 5. Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deeds or other documents which violate the Project Documents, the Not-for-Profit Corporation Law of the State of New York, Article XI of the Private Housing Finance Law of the State of New York and/or the HDFC's Certificate of Incorporation and by-laws.

6. The Company acknowledges and agrees that the HDFC's Certificate of Incorporation (the "HDFC COI") prohibits the HDFC from causing or permitting any vacant dwelling unit in the Project, with the exception of one superintendent's unit, to be rented to, subleased to, or occupied by, anyone other than a Person of Low Income. "Person Of Low Income" shall mean a household which, on the date of its initial occupancy, has an Annual Income that does not exceed the lesser of 165% of AMI or such lower income as may be required at any time pursuant to an agreement with HPD or with any other governmental agency or instrumentality. The Company expressly represents, warrants, and covenants that it shall not cause or permit any leasing, subleasing, or occupation of any dwelling unit in the Project which violates the provisions of the HDFC COI cited in this Section 6. The Company shall fully protect, defend, indemnify, and hold an Indemnified Party harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of counsel reasonably acceptable to the HDFC, if applicable, pursuant to Section 4.C. above) whether incurred in disputes, both litigated and non-litigated, with the Company or with any third parties arising out of or in any way relating to any failure of the Company to comply with this Section 6. If the HDFC determines that the use of the Property does not comply with the HDFC COI, applicable regulatory agreements or the Project Documents, the HDFC shall have the right to convey the Property to the Company or the Company's designee for nominal consideration at the Company's expense in the same state of title as exists as of the date hereof and shall return all reports, information and documents, relating to the Property and Project to the Company and this Agreement shall be terminated and of no further force and effect, except however to the extent there is any change in the condition of title as a result of liens, judgments or assessments that accrue or vest between the date hereof up to and including the date of the re-conveyance of title to Company or Company's Designee, the HDFC shall be not be liable for or in any way obligated to satisfy such liens, judgments or assessments or restore title to its condition on the date hereof, unless the change in condition came about through the willful misconduct or gross negligence of the HDFC.

7. The Company and the HDFC on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, the Company shall have complete and exclusive possession and control of the Property and the HDFC shall not have any right to possess or control the Property;

(b) The Company is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to Company and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Except as expressly provided in Section 3 and Section 7 hereof, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Company;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon Company;

(f) The HDFC shall, at the Company's request and at the Company's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project, provided that such participation by the HDFC is necessary to protect or enforce the HDFC's and/or the Company's respective interests in the Property and/or the Project. The HDFC shall be entitled to separate counsel of its choice, whose expenses, costs and reasonable legal fees, including appeals, shall be paid by the Company, and the Company shall indemnify the Indemnified Parties against any and all claims arising from any such fees, costs and expenses in connection with any and all legal actions or proceedings to the extent not caused by the HDFC's gross negligence or willful misconduct;

(g) The HDFC shall not commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; shall not consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or

taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC of any substantial part of its property; shall not make any general assignment for the benefit of creditors; shall not fail generally to pay its debts as such debts become due; and shall not take any action in furtherance of any of the foregoing;

(h) Except as explicitly provided for in Section 8 of this Agreement, no actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which relate to, impact, or otherwise affect the Property or the Project or any part or parts thereof or of any interest therein, except with the prior written consent of the Company, which may be withheld in its sole reasonable discretion. Further, any and all actions taken by the HDFC with respect to the Property or any parts thereof shall be taken solely in its capacity as nominee for the Company and not for its own ends or purposes;

(i) So long as the HDFC shall own record fee title to the Property, the Company and the HDFC shall operate the Project in accordance with Article XI; and

(j) So long as the HDFC shall hold record fee title to the Property, the Company shall prepare and file the annual federal and state tax returns (and, if determined to be required by the HDFC, the NYS CHAR410 form, and the annual NYS CHAR500 form), on behalf of the HDFC, and provide such tax returns (and, if applicable, such CHAR forms) to the HDFC for execution, at no expense to the HDFC; provided however that the HDFC shall cooperate with the Company to facilitate such filings.

8. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto. The recitals set forth at the beginning of this Agreement are incorporated in this Agreement for all purposes.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties and the lenders or credit enhancers (each, the "Bank") providing a letter of credit (the "Letter of Credit") of the Loans. Any assignment without such express written consent shall be void.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.

A copy of any notice to the Company should be sent to:

Whitlock Point II LLC
c/o Stagg Group LLC
1763 Pitman Avenue
Bronx, New York 10466
Attention: Mark Stagg

with a copy to:

Goldstein Hall PLLC
80 Broad Street, Suite 303
New York, New York 10004
Attention: Niki Tsismenakis, Esq.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Any third party may rely on this Agreement with respect to the rights and obligations of the Company and the HDFC hereunder.

(i) So long as the HDFC shall hold record title to the Property and the Project, any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Property and the Project, shall be promptly delivered to the Company.

(j) If the Company consists of more than one person or entity, the obligations of those persons or entities under this Agreement shall be joint and several.

(k) Notwithstanding anything contained herein to the contrary, if there is an Event of Default under any Government Financing Document, as defined herein, the HDFC shall have the right but not the obligation to enter the Property to cure the default as agent for and on behalf of the Company, provided that the Company is not diligently acting to cure such default. For purposes of this provision, "Government Financing Document" shall mean all City, State or Federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments.

(l) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date first set forth above.

HDFC:

**HP WHITLOCK II HOUSING DEVELOPMENT FUND
COMPANY, INC.,** a New York not-for-profit corporation

By: Jamie A. Smarr
Name: Jamie A. Smarr
Title: President

COMPANY:

WHITLOCK POINT II LLC,
a New York limited liability company
By: Whitlock Point Member II LLC, its Managing Member
By: Superior Property Members Holdings LLC, its Managing
Member

By: _____
Name: Mark Stagg
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date first set forth above.


HDFC:

**HP WHITLOCK II HOUSING DEVELOPMENT FUND
COMPANY, INC.,** a New York not-for-profit corporation

By: _____
Name: Jamie A. Smarr
Title: President

COMPANY:

WHITLOCK POINT II LLC,
a New York limited liability company
By: Whitlock Point Member II LLC, its Managing Member
By: Superior Property Members Holdings LLC, its Managing
Member

By:  _____
Name: Mark Stagg
Title: Managing Member

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 28th day of June, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared Jamie A. Smarr 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

THERESA A OMANSKY
Notary Public, State of New York
Reg. No. 02OM6427050
Qualified in Kings County
Commission Expires December 20, 2025

STATE OF NEW YORK)
) SS:
COUNTY OF BRONX)

On the ____ day of June, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared Mark Stagg, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

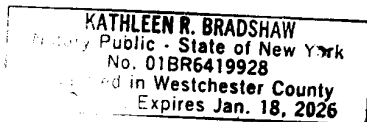
STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

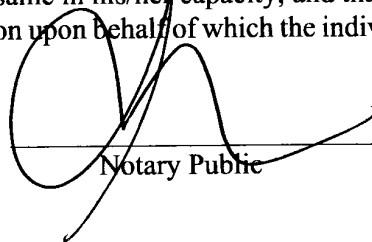
On the ____ day of June, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared Jamie A. Smarr personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

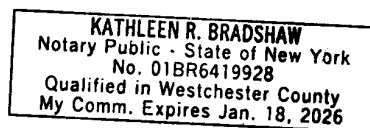
STATE OF NEW YORK)
) SS:
COUNTY OF BRONX)

On the 28 day of June, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared Mark Stagg, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.





Notary Public



SCHEDULE "A"

Old Republic National Title Insurance Company

Title Number: **ALORT-25928BX**

Page **1**

Amended 6/26/23 (MM)

SCHEDULE A DESCRIPTION

Block 2756 Lot 90 (f/k/a part of Lot 90 and part of Lot 85)

ALL that certain plot piece or parcel of land, situate lying and being in the Borough of Bronx City of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 165th Street and the westerly side of Whitlock Avenue;

RUNNING THENCE westerly along the southerly side of East 165th Street, 162.03 feet;

THENCE southerly at right angles parallel to Whitlock Avenue, 177.01 feet;

THENCE easterly parallel with the southerly side of East 165th Street, 126.72 feet to the westerly side of Whitlock Avenue;

THENCE northerly along the westerly side of Whitlock Avenue, 203.78 feet to the corner aforesaid the point or place of BEGINNING;

TOGETHER with, and subject to the burdens of, that certain Utilities and Parking Easement Agreement dated June 29, 2023 by and among HP Whitlock Housing Development Fund Company, Inc., Whitlock Point LLC, HP Whitlock II Housing Development Fund Company, Inc., and Whitlock Point II LLC and to be recorded in the Office of the City Register of the City of New York, Bronx County, which agreement covers the following described land:

Utility Easement Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of the Bronx, City and State of New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 203.78 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the Southerly side of East 165th Street (60 feet wide) and westerly at right angle, 2.36 feet to a point;

RUNNING THENCE Southerly at right angles, distant 192.89 feet;

THENCE Southerly having an interior angle of 176° 49' 00", distant 45.13 feet;

THENCE Westerly having an interior angle of 93° 11' 00", distant 16.97 feet;

Old Republic National Title Insurance Company

Title Number: **ALORT-25928BX**

Page **2**

THENCE Northerly having an interior angle of $86^{\circ} 49' 00''$, distant 45.61 feet;

THENCE Northerly having an exterior angle of $176^{\circ} 49' 00''$, distant 192.42 feet;

THENCE Easterly at right angles 17.00 feet to the POINT OR PLACE OF BEGINNING.

Parking Ramp Easement Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of the Bronx, City and State of New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 203.78 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the Southerly side of East 165th Street (60 feet wide) and westerly at right angle, 19.36 feet to a point;

RUNNING THENCE Southerly at right angles, distant 192.42 feet;

THENCE Southerly having an interior angle of $176^{\circ} 49' 00''$, distant 54.27 feet;

THENCE Southeasterly having a radius 49.30 and distant 36.42 feet to Northwesterly side of Whitlock Avenue;

THENCE Southerly along Northwesterly side of Whitlock Avenue radius 307.55 and distant 27.40' feet;

THENCE Northwesterly having a radius 73.30 and distant 72.20 feet

THENCE Northerly having an interior angle of $86^{\circ} 49' 00''$, distant 55.16 feet;

THENCE Northerly having an exterior angle of $176^{\circ} 49' 00''$, distant 191.75 feet;

THENCE Easterly at right angles 24.00 feet to the POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY: Premises known as 1156 East 165th Street, Bronx, NY 10459.

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

HP WHITLOCK II HOUSING DEVELOPMENT FUND COMPANY, INC.

AND

WHITLOCK POINT II LLC

Block 2756
Lot 90
Bronx County, New York

Record and Return to:
Housing Partnership Development Corporation
253 West 35th Street, 3rd Floor
New York, New York 10001
Attn: General Counsel

EXHIBIT C

Housing Partnership Development Corporation
c/o/ HP Whitlock II Housing Development Fund Company, Inc.
253 West 35th Street, 3rd Floor
New York, New York 10001

**Re: Site Access to Perform Brownfield Cleanup Program Work
1156 East 165th Street, Bronx, New York (Bronx-2756-90)**

Two Whom It May Concern:

Whitlock Point LLC and Whitlock Point II LLC (the "Volunteers") are the current Volunteers for the Brownfield Cleanup Program Project located at 1156 East 165th Street, Bronx, New York (Bronx-2756-90), known as North American/Pulse Plastics Site, DEC Site Code: C203144 (the "BCP Site"). HP Whitlock II Housing Development Fund Company, Inc. ("II HDFC") is the nominal fee owner of the aforementioned parcel that makes up the BCP Site. The Volunteers need II HDFC's written permission below to access the property for the purpose of continuing to perform environmental investigation and remediation work on the BCP Site.

By executing this letter, II HDFC has agreed to provide the Volunteers and their consulting firm, SESI Consulting Engineers, with access to the BCP Site to complete any investigation and remediation activities required by the New York State Department of Environmental Conservation. In addition, to the extent that II HDFC is the title owner of the Site when BCP work is complete, if an environmental easement is required, then II HDFC is willing to execute such easement.

Sincerely,



Whitlock Point LLC
Whitlock Point II LLC
By: Mark Stagg

As a member of the site owner, I am authorized to grant this temporary license and agree to allow Whitlock Point LLC and Whitlock Point II LLC and its agents to enter the property to perform the BCP Investigation and/or remediation work required.



HP Whitlock II Housing Development Fund
Company, Inc
Name: **Jamie A. Smarr**
Title: **President**

EXHIBIT D

SOLE MEMBER WRITTEN CONSENT

The undersigned, being the Sole Member of Whitlock Point LLC does hereby certify as follows:

1. Whitlock Point LLC is the prospective volunteer for the North America/Pulse Plastics Site located at 1156 East 165th Street (Block 2756 Lot 90) and Part of 1125 Whitlock Avenue (p/o Block 2756 Lot 85), Bronx, New York (the "Site").

2. The following person, Mark Stagg, the Sole Member of Whitlock Point LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Whitlock Point LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 29 day of September, 2020.



Whitlock Point LLC

Mark Stagg, Sole Member

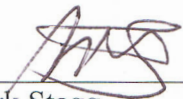
WRITTEN CONSENT

The undersigned, being the sole member Superior Property Members Holding LLC, which is the managing member Whitlock Point Member II LLC, which is the sole member of Whitlock Point II LLC does hereby certify as follows:

1. Whitlock Point II LLC is the prospective volunteer for the North America/Pulse Plastic Site Brownfield Cleanup Program ("BCP") Site located at 1156 East 16th Street, Bronx, New York (Block 2756, Lot 90), assigned DEC Site No.: C203144 (the "BCP Site"):

2. The following person, Mark Stagg, the sole member of Superior Property Members Holding LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Whitlock Point II LLC relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 23rd day of May 2023.



Mark Stagg
Whitlock Point II LLC
Sole and Managing Member
Whitlock Point Member II LLC
Sole Member
Superior Property Members Holding LLC