



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

☒ Other (explain in detail below)

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

NYC Partnership Housing Development Fund Company, Inc. has transferred ownership of the BCP site property (Block 4154, Lot 28) to Jericho 265 Logan Street Housing Development Fund Corporation. The new fee owner, Jericho 265 Logan Street Housing Development Fund Corporation, has entered into a nominee agreement naming current BCA requestor Logan Fountain Owner LLC as the new beneficial owner.

This amendment should also reflect that the site was originally comprised of three tax lots (Block 4154, Lots 28, 35, and 45) that were merged into a single tax lot in 2021 (Block 4154, Lot 28). The site boundaries remain the same.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: 3200 Atlantic Avenue		BCP SITE NUMBER: C224289
NAME OF CURRENT APPLICANT(S): Hudson Logan Fountain LLC; Logan Fountain Owner LLC		
INDEX NUMBER OF AGREEMENT: C224289-03-19		DATE OF ORIGINAL AGREEMENT: 03/20/19
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.		
NAME OF NEW REQUESTOR'S REPRESENTATIVE		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: 		

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

OWNER'S NAME (if different from requestor) Jericho 265 Logan Street Housing Development Fund Corporation

ADDRESS c/o The Jericho Project, 245 W. 29th Street, Suite 902

CITY/TOWN New York

ZIP CODE 10001

PHONE (646) 624-2341

FAX

E-MAIL tlyon@jerichoproject.org

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☐ VOLUNTEER

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

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

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

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

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

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

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

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

1. Property information on current agreement:

ADDRESS 3200 Atlantic Avenue

CITY/TOWN Brooklyn

ZIP CODE 11208

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address	Section No.	Block No.	Lot No.	Acreage
281 Logan Street, Brooklyn NY 11208	3	4154	28	0.20
3196 Atlantic Avenue, Brooklyn NY 11208	3	4154	35	0.17
24 Fountain Avenue, Brooklyn NY 11208	3	4154	45	0.51

2. Check appropriate boxes below:

☐

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☐

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

☒

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
3200 Atlantic Avenue, Brooklyn NY 11208	3	4154	28	0.88

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

3. TOTAL REVISED SITE ACREAGE: _____

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31): "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.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article 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. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area 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.	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 3200 Atlantic Avenue	BCP SITE NUMBER: C224289
NAME OF CURRENT APPLICANT(S): Hudson Logan Fountain LLC; Logan Fountain Owner LLC	
INDEX NUMBER OF AGREEMENT: C224289-03-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 03/20/19	

Declaration of Amendment:

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

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title _____) 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 sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Logan Fountain Owner 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. This signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/19/22 Signature: [Signature]

Print Name: Aaron Koffman

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☒ PARTICIPANT

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

☐ VOLUNTEER

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

Effective Date of the Original Agreement: 03/20/19

Signature by the Department:

DATED: 10/25/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Secretary (title) of Hudson Logan Fountain 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. This signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/19/22 Signature: [Signature]

Print Name: Aaron Koffman

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:



PARTICIPANT

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



VOLUNTEER

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

Effective Date of the Original Agreement: 03/20/19

Signature by the Department:

DATED: 10/25/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, Director
Division of Environmental Remediation

Site Code: C224289

SUBMITTAL REQUIREMENTS:

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

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** DER, Albany _____
PROJECT MANAGER: Jared Donaldson _____

BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement. NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners' names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address. Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.
Provide information for the requestor's attorney.

Please provide proof that the party signing this Application and Amendment has the authority to bind the requestor. This would be documentation from corporate organizational papers, which are updated, showing

the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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

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 signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

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

This page should only be completed if:

a. The site is located in the five boroughs comprising New York City

AND

b. The site does not currently have an eligibility determination for tangible property credits.

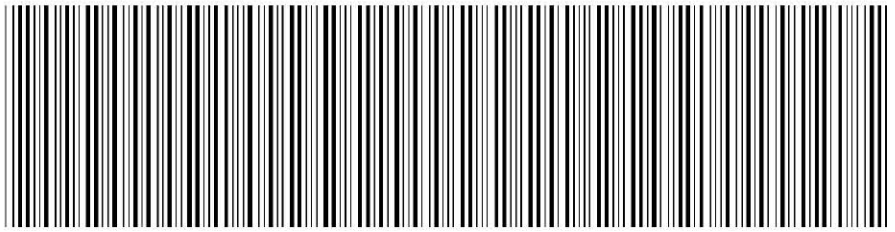
PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

**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 5

Document ID: 2022062000580005

Document Date: 06-16-2022

Preparation Date: 06-20-2022

Document Type: DEED

Document Page Count: 4

PRESENTER:

REGAL TITLE AGENCY
AS AGENT FOR FIDELITY NATIONAL TITLE
90 BROAD STREET, 18TH FLOOR
NEW YORK, NY 10004
ttafuri@regalnyc.com

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
ATTN: OLIVER G. CHASE, ESQ.
NEW YORK, NY 10010
RT-46880

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	4154	28	Entire Lot	3200 ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

NYC PARTNERSHIP HOUSING DEVELOP FUND
COMPANY, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

GRANTEE/BUYER:

JERICO 265 LOGAN STREET HOUSING DEV FUND
CORP.
245 WEST 29TH STREET, SUITE 902
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: \$ 57.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 8,633.18

NYS Real Estate Transfer Tax:

\$ 60,320.00

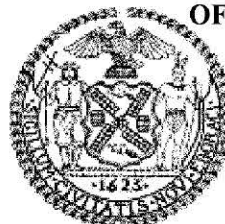
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 06-30-2022 13:35

City Register File No.(CRFN):

2022000260173



Annette McHill

City Register Official Signature

5

46880 K

FID

BARGAIN AND SALE DEED

NYC PARTNERSHIP HOUSING DEVELOPMENT FUND COMPANY, INC.

TO

JERICO 265 LOGAN STREET HOUSING DEVELOPMENT FUND CORPORATION

Block 4154 Lot 28
Brooklyn, New York

Record and Return to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Oliver G. Chase, Esq.

BARGAIN AND SALE DEED

^{AS DO}
THIS INDENTURE, made ~~at~~ this 16th day of June, 2022

BETWEEN

NYC PARTNERSHIP HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation, with an office at 253 West 35th Street, 3rd Floor, New York, New York 10001 (hereinafter referred to as "**Grantor**").

and

JERICHO 265 LOGAN STREET HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation, with an office at 245 West 29th Street, Suite 902, 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 of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, and State of New York, known and designated on the Tax Map of the City of New York for Kings County as Block 4154, Lot 28 and bounded and described as set forth in Schedule "A", annexed hereto and made a part hereof being the same premises as conveyed to the Grantor by deed made by D.C.V. Holdings, Inc. dated as of November 13, 2018 and recorded on November 19, 2018 as CRFN 2018000382319.

TOGETHER with all right, title and interest, if any, of Grantor 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 Grantor 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.

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.

[Signature Page to Follow]

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

**NYC PARTNERSHIP HOUSING DEVELOPMENT FUND
COMPANY, INC. ("Grantor")**

By: Shelia Martin
Name: Shelia Martin
Title: Vice President

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

On this 2nd day of June, 2022, before me, the undersigned, personally appeared SHELIA MARTIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Notary Public

MILEIKA BETHANCOURT
Notary Public, State of New York
No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2022 

Schedule A

LEGAL DESCRIPTION

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

BEGINNING at the corner formed by the intersection of the southerly side of Atlantic Avenue and the easterly side of Logan Street;

RUNNING THENCE easterly along the southerly side of Atlantic Avenue 202.95 feet to the corner formed by the intersection of the southerly side of Atlantic Avenue and the westerly side of Fountain Avenue;

THENCE southerly along the westerly side of Fountain Avenue 199.70 feet;

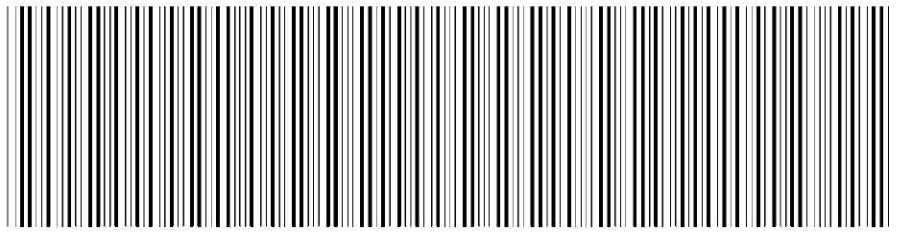
THENCE westerly at a right angle to the last mentioned course 100 feet;

THENCE southerly at a right angle to the last mentioned course 25 feet;

THENCE westerly at a right angle to the last mentioned course 100 feet to the easterly side of Logan Street;

THENCE northerly along the easterly side of Logan Street 190.20 feet to the first mentioned corner and the point or place of BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022062000580005001SE5C4

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022062000580005
Document Type: DEED

Document Date: 06-16-2022

Preparation Date: 06-20-2022

ASSOCIATED TAX FORM ID: 2022060100170

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

1

FOR CITY USE ONLY

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

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 3200 ATLANTIC AVENUE BROOKLYN 11208
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name JERICHO 265 LOGAN STREET HOUSING DEV FUND CORP.
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

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

 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

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

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

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

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

8. Seller Name NYC PARTNERSHIP HOUSING DEVELOP FUND COMPANY, INC.
 LAST NAME / COMPANY FIRST NAME

 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 6 / 16 / 2022
 Month Day Year

11. Date of Sale / Transfer 6 / 16 / 2022
 Month Day Year

12. Full Sale Price \$ 9 2 8 0 0 0 0

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

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

14. Check one or more of these conditions as applicable to transfer:

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

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

15. Building Class G 9 16. Total Assessed Value (of all parcels in transfer) 8 0 8 2 0 0

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

BROOKLYN 4154 28

202206010017020108

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER**BUYER'S ATTORNEY**

BUYER SIGNATURE		DATE		LAST NAME		FIRST NAME	
245 WEST 29TH STREET, SUITE 902							
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
NEW YORK		NY		10001		SELLER	
CITY OR TOWN		STATE		ZIP CODE		SELLER SIGNATURE	
						DATE	

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

State of New York }
County of } 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

3200 ATLANTIC AVENUE

Street Address Unit/Apt.

BROOKLYN

Borough

New York,

4154

Block

28

Lot

(the "Premises");

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).

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me

this _____ day of _____ 20____

Sworn to before me

this _____ day of _____ 20____

These statements are made with the knowledge that a willfully false representation is unlawful and is 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.



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 4154 LOT: 28
- (2) Property Address: 3200 ATLANTIC AVENUE, BROOKLYN, NY 11208
- (3) Owner's Name: JERICHO 265 LOGAN STREET HOUSING DEV FUND CORP.
- Additional Name: _____

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: _____

Signature: _____ Date (mm/dd/yyyy) _____

Name and Title of Person Signing for Owner, if applicable: _____

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 11th day of August 2022, by and between Jericho 265 Logan Street Housing Development Fund Corporation ("**Grantor**"), and Hudson Logan Fountain LLC and Logan Fountain Owner LLC ("**Grantees**").

WHEREAS, Grantor owns the real property located at 3200 Atlantic Avenue, Brooklyn, New York (Block 4154, Lot 28 on the tax map of the City of New York), together with the building and improvements thereon ("**Grantor's Property**"); and

WHEREAS, Grantees have entered Grantor's Property into the New York State Brownfield Cleanup Program ("**BCP**") with the Grantees as the Requestors under the BCP; and

WHEREAS, Grantees require access to Grantor's Property to continue their investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantor desires to grant Grantees such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantees agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor's Property for the purpose of the entry thereon by Grantees, their agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantees to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantees and the New York State Department of Environmental Conservation. In the event that an environmental easement is required as a condition of the BCA, Grantor will cooperate with Grantees in recording the easement.

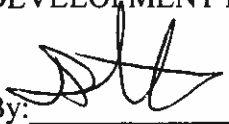
2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantees' exercise of their rights hereunder.

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

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

GRANTOR:

JERICO 265 LOGAN STREET HOUSING
DEVELOPMENT FUND CORPORATION

By: 
Name: Doreen Straka
Title: COO

GRANTEE:

HUDSON LOGAN FOUNTAIN LLC

By: _____
Name: _____
Title: _____

GRANTEE:

LOGAN FOUNTAIN OWNER LLC

By: _____
Name: _____
Title: _____

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

GRANTOR:

JERICO 265 LOGAN STREET HOUSING
DEVELOPMENT FUND CORPORATION

By: _____
Name:
Title:


GRANTEE:

HUDSON LOGAN FOUNTAIN LLC

By: 
Name: Aaron P. Koffman
Title: Authorized Signatory

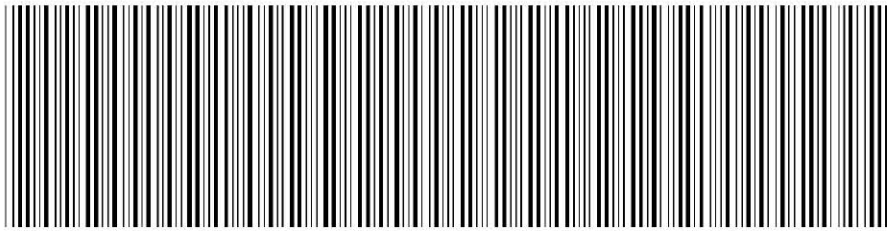
GRANTEE:

LOGAN FOUNTAIN OWNER LLC

By: 
Name:
Title: Aaron P. Koffman
Authorized Signatory

**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.



2022062000580006001E2B01

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 19

Document ID: 2022062000580006

Document Date: 06-16-2022

Preparation Date: 06-20-2022

Document Type: AGREEMENT

Document Page Count: 17

PRESENTER:

REGAL TITLE AGENCY
AS AGENT FOR FIDELITY NATIONAL TITLE
90 BROAD STREET, 18TH FLOOR
NEW YORK, NY 10004
ttafuri@regalnyc.com

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
ATTN: OLIVER G. CHASE, ESQ.
NEW YORK, NY 10010
RT-46880

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	4154	28	Entire Lot	3200 ATLANTIC AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

JERICO 265 LOGAN STREET HOUSING DEVELOP
FUND CORP.
245 WEST 29TH STREET, SUITE 902
NEW YORK, NY 10001

PARTY 2:

LOGAN FOUNTAIN RETAIL OWNER LLC
826 BROADWAY, 11TH FLOOR
NEW YORK, NY 10003

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 122.00

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 06-30-2022 13:35

City Register File No.(CRFN):

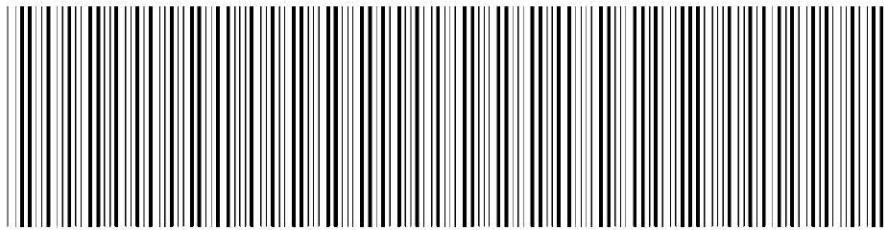
2022000260174



Annette McHill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022062000580006001C2981

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 19

Document ID: 2022062000580006

Document Date: 06-16-2022

Preparation Date: 06-20-2022

Document Type: AGREEMENT

PARTIES

PARTY 2:

LOGAN FOUNTAIN OWNER LLC
826 BROADWAY, 11TH FLOOR
NEW YORK, NY 10003

PARTY 2:

RETAIL COMPANY
826 BROADWAY, 11TH FLOOR
NEW YORK, NY 10003

#6

46880 K
FID

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

JERICO 265 LOGAN STREET HOUSING DEVELOPMENT FUND CORPORATION,

LOGAN FOUNTAIN OWNER LLC

AND

LOGAN FOUNTAIN RETAIL OWNER LLC

Block 4154, Lot 28

3200 Atlantic Avenue
Brooklyn, New York

Record and Return to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Oliver G. Chase, Esq.

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

DECLARATION OF INTEREST AND NOMINEE AGREEMENT by and between JERICO 265 LOGAN STREET HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation, with an address at 245 West 29th Street, Suite 902, New York, New York 10001 (the "**HDFC**"), LOGAN FOUNTAIN RETAIL OWNER LLC, a New York limited a New York limited liability company with an office at 826 Broadway, 11th Floor, New York, New York 10003 (the "**RETAIL COMPANY**") and LOGAN FOUNTAIN OWNER LLC, a New York limited liability company (the "**LIHTC COMPANY**") and together with RETAIL COMPANY, the "**COMPANY**"), with an office at 826 Broadway, 11th Floor, New York, New York 10003 dated as of the 16th day of June, 2022 (the "**Agreement**").

WHEREAS, the HDFC has acquired title to certain plots, pieces or parcels of real property, lying and being in Kings County, the City and State of New York, located in Brooklyn, New York and designated on the Tax Map for the City of New York, Kings County as Block 4154, Lot 28 more particularly described in Exhibit A, attached hereto and made a part hereof (the "**Property**");

WHEREAS, by this Agreement the HDFC, transfers all beneficial and equitable interest in, to and with respect to the Project (as hereinafter defined) to the LIHTC COMPANY;

WHEREAS, the HDFC and the LIHTC COMPANY desire that notwithstanding the transfer of all beneficial interest in, to and with respect to the Project (as hereinafter defined), record title shall remain in the HDFC;

WHEREAS, after the date hereof, LIHTC COMPANY and HDFC, as declarants, shall subject the Property to a condominium regime, which shall consist of a four (4) unit condominium known as Logan Fountain Condominium (the "**Condominium**"), and such Condominium shall be comprised of: (i) one (1) condominium unit containing approximately one hundred and fifty two (152) residential units (inclusive of one (1) superintendent's unit), for low-income individuals and families, together with the common elements appurtenant thereto ("**Resi Unit 1**"); (ii) one (1) condominium unit containing approximately twenty two (22) residential units, for low and moderate-income individuals and families, together with the common elements appurtenant thereto ("**Resi Unit 2**"), (iii) one condominium unit containing approximately 7,667 square feet of retail space, together with the common elements appurtenant thereto ("**Retail Unit**" and together with Resi Unit 1 and Resi Unit 2, the "**Residential Project**") and (iv) one condominium unit containing a transitional homeless shelter consisting of approximately 169 units, together with the common elements appurtenant thereto ("**Shelter Unit**" and together with the Residential Project, the "**Project**");

WHEREAS, the HDFC acquired the Property subject to that certain Agreement of Lease dated as of the date hereof by and between D.C.V. Holdings, Inc., a New York corporation, as landlord and HELP Logan Fountain Housing Development Fund Corporation, a New York not-for-profit corporation ("**Shelter HDFC**") and 8 Fountain LLC, a New York limited liability company ("**Shelter LLC**") in connection with the Shelter Unit, and which LIHTC Company has assumed, as landlord (the "**Shelter Lease**");

WHEREAS, the Shelter LLC shall develop and construct the Shelter Unit pursuant to that certain Development and Purchase and Sale Agreement dated as of the date hereof by and between Shelter LLC and Shelter HDFC ("**DevPSA**") and upon the completion of the Shelter Unit and pursuant to the terms of the Dev/PSA, the Shelter LLC, LIHTC COMPANY and HDFC shall convey all of their respective interests in the Shelter Unit to the Shelter HDFC and this Agreement shall terminate with respect to the Shelter Unit;

WHEREAS, as of the date hereof, the RETAIL COMPANY shall lease the portion of the Property to be the Retail Unit from LIHTC COMPANY pursuant to that certain master lease by and between RETAIL COMPANY and LIHTC COMPANY (the "**Retail Master Lease**"), which Master Lease shall terminate upon formation of the Condominium;

WHEREAS, the COMPANY and the HDFC will enter into loans (the "**Loans**" and all documents executed in connection with the Loans, the "**Loan Documents**") with New York State Housing Finance Agency ("**HFA**"), the City of New York acting by and through its Department of Housing Preservation and Development ("**HPD**") for the purpose of providing funds to construct, develop and operate the Residential Project;

WHEREAS, the COMPANY shall enter into a credit facility with Citibank, N.A. (the "**Bank**") in accordance with that certain letter of credit reimbursement agreement (the "**Credit Agreement**"), and pursuant to such Credit Agreement, the Bank will issue its irrevocable stand-by letter of credit (the "**Letter of Credit**", collectively with all documents executed in connection with the Loans are referred to herein as the "**Loan Documents**") for the account of the COMPANY in connection with the Loans;

WHEREAS, in connection with the anticipated construction and operation of the Residential Project, the LIHTC COMPANY has received an allocation of low-income housing tax credits ("**LIHTCs**") from HPD;

WHEREAS, a portion of the Residential Project will be financed with proceeds from the transfer of membership interests in the LIHTC COMPANY to Hudson SLP-J LLC and Hudson HHCLF LLC or their affiliates, successors or assigns ("**Investor Member**") pursuant to an Amended and Restated Operating Agreement of the LIHTC COMPANY dated on or about the date hereof (the "**Operating Agreement**");

WHEREAS, in connection with the Loans and to ensure the rental of the apartment units to low-income individuals and families, the COMPANY and the HDFC will enter into regulatory agreements with HFA and HPD (collectively the "**Regulatory Agreements**");

WHEREAS, upon formation of the Condominium and by this Agreement, the LIHTC COMPANY shall transfer its equitable and beneficial interest in the Retail Unit to the RETAIL COMPANY and this Agreement shall terminate with respect to the Retail Unit as between the HDFC and the LIHTC COMPANY, such that the RETAIL COMPANY shall be the sole equitable and beneficial owner of the Retail Unit;

WHEREAS, after the formation of the Condominium, the parties hereto shall record an addendum to this Agreement, clarifying that the equitable and beneficial interest of the Retail Unit

is held by the RETAIL COMPANY and that the equitable and beneficial interest of Resi Unit 1 and Resi Unit 2 is held by the LIHTC COMPANY;

WHEREAS, the COMPANY and HDFC desire that all beneficial and equitable interest in, to and with respect to the Project be transferred and held by the COMPANY with legal title to the Project remaining in the HDFC in accordance with the terms of this Agreement;

WHEREAS, the COMPANY and HDFC desire that (i) until the formation of the Condominium, as evidenced by recording of that certain condominium declaration for the Project, all beneficial and equitable interest in, to and with respect to the Project be transferred and held by the LIHTC COMPANY with legal title to the Project remaining in the HDFC in accordance with the terms of this Agreement, (ii) upon formation of the Condominium, as evidenced by recording of that certain condominium declaration for the Project, (x) all beneficial and equitable interest in, to and with respect to the Retail Unit will be transferred to and held by the RETAIL COMPANY and (y) all beneficial and equitable interest in, to and with respect to the Resi Unit 1 and Resi Unit 2 shall be held by the LIHTC COMPANY, with legal title to the Project remaining in the HDFC in accordance with the terms of this Agreement and (iii) prior to the conveyance of fee title of the Shelter Unit to Shelter HDFC, all beneficial and equitable interest in, to and with respect to the Shelter Unit shall be held by LIHTC Company, with legal title to the Shelter Unit remaining in the HDFC and upon the conveyance of fee title of the Shelter Unit to Shelter HDFC pursuant to the DevPSA, this Agreement shall terminate with respect to the Shelter Unit;

WHEREAS, the LIHTC COMPANY, RETAIL COMPANY and the HDFC agree that the HDFC will hold legal title to the Project solely as nominee on behalf of the COMPANY in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereto jointly and severally covenant and agree as follows:

1. Until such time as the COMPANY shall elect, record title in the Project shall be held by the HDFC, as the nominee, for and on behalf of the COMPANY, it being understood that the beneficial ownership in the Project from the date hereof and at all times in the future, shall be vested in the COMPANY, and its successors and assigns, and the HDFC does not, and shall not have, any personal or beneficial interest of any kind in the Project. The COMPANY shall, at all times, have all the benefits, rights, approval, burdens and immunities accruing with respect to the Project. The HDFC further acknowledges that the COMPANY has furnished all of the consideration for acquiring and developing the Project, including the assumption of obligations for financing the total development of the Project, and all of the rents, issues and profits of the Project, or any portion thereof shall at all times be the property of the COMPANY. The HDFC warrants and represents that it has acquired good and marketable title to the Project subject only to those covenants, easements, restrictions and encumbrances of record, approved by the COMPANY, and set forth in the title insurance policy issued by Regal Title Agency, as agent for First American Title Insurance Company (the "Title Policy") to the HDFC and the COMPANY as of the date hereof ("Permitted Encumbrances"). The HDFC agrees to warrant and defend title against any and all claims whatsoever, subject only to the Permitted Encumbrances and at the COMPANY'S demand, the HDFC agrees to convey its title to the Project to the COMPANY or to

any other party designated by the COMPANY, at any time, by bargain and sale deed, subject only to the Permitted Encumbrances, the Regulatory Agreements and any other governmental regulatory agreements and land disposition agreements executed in conjunction with the acquisition and financing of the development of the Project (collectively, the "Regulatory Agreements").

2. The HDFC has notified or will notify all interested third parties that pursuant to this Agreement the HDFC is acting solely as nominee of the COMPANY with respect to the Project. The HDFC shall provide the COMPANY with evidence of such notification reasonably satisfactory to the COMPANY. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title in the Project as nominee of the COMPANY.

3. The equitable interest in the Project shall accrue to the COMPANY in a manner satisfactory to the COMPANY.

4. The HDFC is acting and shall act solely as an agent on behalf of the COMPANY, as principal, in all acts with respect to the Project. The HDFC shall not do any act with respect to the Project without the prior written consent of the COMPANY which may be withheld in the sole and absolute discretion of the COMPANY. The HDFC and the COMPANY covenant and agree to operate the Project pursuant to the Loan Documents (including any modifications or refinancing of the Loan Documents, the Operating Agreement and the Regulatory Agreements.

5. So long as the HDFC shall hold record title to the Project:

a. any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Project, shall be promptly delivered to the COMPANY;

b. all benefits, including any proceeds of title insurance received pursuant to the Title Policy accruing with respect to the Project shall belong to the COMPANY, and if received by the HDFC, shall be turned over to the COMPANY promptly upon receipt;

c. the HDFC shall not do or suffer to be done, any act or omission with respect to the Project, or the record title thereto, or convey or encumber the same, in any way, except as directed by the COMPANY, its successors and assigns.

d. the HDFC shall comply with all directions which may be given to it by the COMPANY with respect to the Project; provided, however, that the HDFC shall not be required to take any action as provided in this Agreement unless furnished with sufficient funds by the COMPANY therefor.

e. the COMPANY shall be deemed an insured for purposes of the Title Policy and entitled to all proceeds of title insurance recoverable pursuant to same.

f. the HDFC shall maintain itself as a single purpose entity and shall not hold title to any property other than the Property or its membership interest in the managing member of the LIHTC Company.

g. the HDFC shall not admit any new members or permit the withdrawal of any members of the HDFC without the prior written consent of the COMPANY.

6. The COMPANY and the HDFC on behalf of themselves and their respective successors and assigns and for the benefit of HFA, HPD and Investor Member and their respective successors and assigns, who are recognized as "third party beneficiaries" hereunder, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

a. So long as the HDFC shall hold legal title in the Project, the COMPANY shall have complete and exclusive possession and control of the Project and the HDFC shall not have any right to possess or control the Project;

b. The COMPANY is the "owner", as that term is defined in Section 2 of the New York Lien Law, of the Premises and the HDFC is not in any respects an "owner" of the Project for federal tax purposes under the New York Lien Law and the COMPANY is the "owner" of the Project for federal tax purposes;

c. The HDFC is not, and shall not be, entitled to receive any proceeds of any Loan Documents and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any Loan Documents;

d. The HDFC has received and reviewed the Loan Documents and hereby acknowledges that any and all rights, title, interests and/or benefits the HDFC has under this Agreement are absolutely and completely subject and subordinate to any and all rights, benefits, terms, conditions and provisions contained in and/or created by the Loan Documents;

e. The HDFC shall have no power, right and/or authority to transfer, encumber, lien, and/or create or grant any rights and/or interests in or to all or any portion of the Project, the Improvements and/or any part or parts thereof, without the consent of the COMPANY, and any transfer, encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action or inaction of the HDFC in connection with the Project, the Improvements and/or any part or parts thereof without the express consent of the COMPANY, shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the COMPANY;

f. Upon the written demand of either the COMPANY, HFA, HPD, Investor Member or for so long as the Letter of Credit is outstanding, the Bank (and with regard to HFA, HPD and the Bank, only when permitted under the Loan Documents and with regard to the Investor Member, only when permitted pursuant to the Operating Agreement), the HDFC shall immediately execute and record in the appropriate land records a bargain and sale deed to the Project to the COMPANY or to any other person or entity designated by the COMPANY and in connection with the execution and recordation of any such bargain and sale deed, the HDFC hereby unconditionally and unequivocally constitutes and appoints the COMPANY to be its lawful and true agent and attorney-in-fact, with full power of substitution to either separately or jointly

execute and record any such bargain and sale deed 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 and recorded by the HDFC, provided, however, that any consents required pursuant to any Government Financing Document (as such term is defined below) shall have been obtained prior to such transfer. The HDFC authorizes any third party to rely on the aforesaid power of attorney granted in the previous sentence and hereby waives and releases any claim or claims the HDFC may have against such third party in so relying on such power of attorney;

g. The HDFC hereby agrees at the direction of the COMPANY to execute any and all Loan Documents necessary to grant to the financial institution or institutions making the Loan to the COMPANY a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents, 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 of the Private Housing Finance Law of the State of New York, and provided further that all such mortgages and other documents shall be non-recourse to the HDFC in its capacity as the legal or record title owner of the Property. The HDFC hereby 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 any documents or instruments deemed to be required to be executed by the COMPANY, in connection with all aspects of the (i) construction financing, (ii) conversion of financing for the Property from construction to permanent, and (iii) all refinancings of any such permanent financing, on the following conditions: (a) the COMPANY shall advise HDFC of the need to execute any such conversion documents or instruments on not less than ten (10) business days' notice; (b) should HDFC fail to comply with the COMPANY's request based upon a failure to respond, the COMPANY shall then have the right to execute all such documents or instruments in the name and on behalf of HDFC as if HDFC were the party executing the same, provided that the execution and delivery of such documents or instruments complies with the Loan Documents, the Not-for-Profit Corporation Law of the State of New York, and HDFC's Certificate of Incorporation and by-laws, and further provided that such documents do not impose any personal liability upon the HDFC or its officers, directors, shareholders or employees, or constitute a waiver of any legal rights by the HDFC.

h. Neither this Agreement, nor any terms, provisions, and/or conditions of this Agreement can be modified, waived, terminated and/or revoked unless the same is specifically consented to in writing by HFA, HPD, Investor Member and for so long as the Letter of Credit is outstanding, the Bank, which consent may be refused or delayed in their reasonable discretion;

i. The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Project, the Improvements and/or any part or parts thereof in any bankruptcy or other proceeding in which the COMPANY may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulator or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the Project, the Improvements and/or any part or parts thereof;

j. The COMPANY and the HDFC each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement;

k. Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the COMPANY and/or the HDFC is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Project, the Improvements and/or any part or parts thereof;

l. Any and all notices, demands and other communication made by either the COMPANY or the HDFC to the other part shall be in writing and shall simultaneously be sent by hand, by mail (certified, return receipt requested) or by nationally recognized overnight courier to HFA, HPD, the Investor Member and for so long as the Letter of Credit is outstanding, the Bank at the following addresses:

New York State Housing Finance Agency
641 Lexington Avenue, 4th Floor
New York, New York 10022
Attn: General Counsel

New York City Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attn: General Counsel

Hudson HHCLF LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attn: Joseph A. Macari

Citibank, N.A.
388 Greenwich Street, Trading 4th Floor
New York, New York 10013
Attention: Transaction Management Group
Re: Logan Fountain Deal ID No. 60000952

With a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Aviva Yakren, Esq.

7. The COMPANY shall have all equitable and beneficial ownership of the Project for all purposes (including, federal tax purposes) and shall have all rights related thereto

including, but not limited to, the right to claim depreciation deductions with respect to any depreciable property comprising a part of the Project, the right to receive an allocation of federal low income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the right to receive all proceeds from the Project, including rents and other moneys from any mortgage loans, pledges, sales, or other dispositions of the Project. In addition thereto, it shall be in the sole and absolute discretion of the COMPANY to assign, encumber, transfer or sell the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and at the request of the COMPANY, the HDFC shall cooperate with the COMPANY and execute any and all documents required by the COMPANY in connection with the assignment, encumbrance, transfer or sale of the Project or any portion thereof or interest therein, or any right or indicia of ownership in connection therewith. In furtherance of the foregoing, and without limitation, the HDFC shall transfer and convey the Project, by bargain and sale deed, subject only to the Permitted Encumbrances and Regulatory Agreements, in connection with the transfer or sale of the Project or any portion thereof or any interest therein to any party designated by the COMPANY.

8. The COMPANY shall have all management authority and control over the Project, with respect to, but not by way of limitation, construction and development of the Project, performance and enforcement of all leases, agreements with regard to the sale of the Project or otherwise, and any covenants concerning the Project.

9. The HDFC covenants and agrees to perform all acts reasonably requested by the COMPANY in regard to or arising from the ownership, management and operation of the Project.

10. (a) The Company shall fully protect, defend, indemnify, and hold the HDFC, The Jericho Project ("Jericho") and their respective officers, directors, members, affiliates, agents and employees (each an "Indemnified Party") harmless from and against any and all actual liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred in disputes, both litigated and non-litigated, with the Company or with third parties, except if arising in any way from the willful misconduct or gross negligence of the HDFC (collectively, "Claims"), arising out of or in any way relating to (a) its interest as holder of legal title to the Property as nominee of the Company from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the regulation, financing, development, operation, management, use and/or occupancy of the Project, including but not limited to liabilities, obligations, and costs arising out of any regulatory agreements and loan documents entered into in connection with the Project, and any proceedings in housing court or otherwise related to or initiated by tenants at the Property, (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the documents executed in connection with the regulation, financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents"), (e) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (f) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (g) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials and (h) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, 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 to the extent arising from the gross negligence or willful misconduct of the HDFC. 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. The COMPANY shall include the HDFC and Jericho as additional insureds on any insurance policies for the Project.

(b) The foregoing indemnification shall include, but shall not be limited to Company's primary obligation to defend all Claims on its 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 the 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; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the financing of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

(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, upon written notice from such Indemnified Party, shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Company and shall assume the payment of all expenses related thereto.

(d) This Section 10 shall survive termination of this Agreement.

11. This Agreement may not be amended or revoked except by written instrument duly executed by each of the parties hereto.

12. This Agreement shall be construed in accordance with the laws of the State of New York.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. All communications given pursuant to this Agreement shall be in writing and sent by certified or registered mail, return receipt requested, or by reputable overnight courier, and addressed to the parties at their addresses set forth above.

15. This Agreement may be executed in one or more counterparts, and by different signatories hereto in separate counterparts, each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

16. This Agreement may not be amended or revoked except by written instrument duly executed by each of the parties hereto. The COMPANY and the HDFC hereby irrevocably submit to the non-exclusive jurisdiction of any New York State or Federal court sitting in the City of New York over any suit, action or proceeding arising out of or relating to the Loan Documents, and the COMPANY and the HDFC hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all of service of process in any such suit, action or proceeding in any New York State or Federal court sitting in the City of New York may be made by certified or registered mail, return receipt requested, directed to the COMPANY and the HDFC at the address indicated in the captioned agreement, and service so made shall become complete five (5) days after the same shall have been so mailed.

17. Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document (as such term is defined herein), the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the COMPANY, provided that the COMPANY and/or the Investor Member 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.

18. Both the COMPANY and the HDFC both hereby, knowingly, voluntarily, intentionally, expressly and unconditionally waive, in connection with any suit, action or proceeding, arising out of, under or in connection with this Agreement, any and every right either or both of them may have to **A TRIAL BY JURY**.

19. Upon formation of the Condominium, the equitable and beneficial interests owned by LIHTC COMPANY hereunder with respect to the Retail Unit shall be transferred to the RETAIL COMPANY and the equitable and beneficial interests in Resi Unit 1, Resi Unit 2 and the Shelter Unit shall thereafter be held by the LIHTC COMPANY subject to the terms of this Agreement. Until such transfer by LIHTC COMPANY to RETAIL COMPANY of the equitable and beneficial interest in the Retail Unit, the term "COMPANY" used herein shall refer to the LIHTC COMPANY with respect to the entire Project (including, but not limited to the to-be-formed Resi Unit 1, Resi Unit 2, Retail Unit and Shelter Unit) and thereafter shall refer to the LIHTC COMPANY solely with respect to the Resi Unit 1, Resi Unit 2 and Shelter Unit and to the RETAIL COMPANY with respect to the Retail Unit.

20. After the formation of the Condominium, the parties hereto shall record an addendum to this Agreement, clarifying that the equitable and beneficial interest of Resi Unit 1,

Resi Unit 2 and the Shelter Unit is held by the LIHTC COMPANY and that the equitable and beneficial interest of the Retail Unit is held by the RETAIL COMPANY.

21. Upon the conveyance of the Shelter Unit to Shelter HDFC, this Agreement shall be terminated as to the Shelter Unit which shall be reflected in a partial termination of nominee agreement to be recorded in the Office of the City Register of the City of New York, Kings County.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

LOGAN FOUNTAIN OWNER LLC, a New York limited liability company

By: Logan Fountain MM LLC, its managing member

By: Logan Fountain LLC, its manager

By: Hudson Logan Fountain LLC, its manager

By: _____
Name: Sarah Pizer
Title: Assistant Secretary

LOGAN FOUNTAIN RETAIL OWNER LLC, a New York limited liability company

By: Logan Fountain Owner LLC, its manager

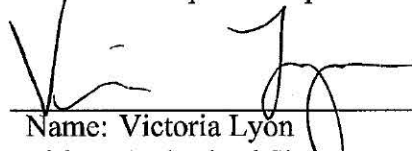
By: Logan Fountain MM LLC, its managing member

By: Logan Fountain LLC, its manager

By: Hudson Logan Fountain LLC, its manager

By: _____
Name: Sarah Pizer
Title: Assistant Secretary

JERICO 265 LOGAN STREET HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation

By:  _____
Name: Victoria Lyon
Title: Authorized Signatory

State of NEW YORK)
)ss:
County of _____)

On the _____ day of June in the year 2022 before me, the undersigned, a Notary public in and for said State, personally appeared SARAH PIZER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this 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)
)ss:
County of Kings)

On the 7th day of June in the year 2022 before me, the undersigned, a Notary public in and for said State, personally appeared VICTORIA LYON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this 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

ALEX C GUO
Notary Public - State of New York
NO. 01GU6396422
Qualified in Kings County
My Commission Expires Aug 19, 2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

LOGAN FOUNTAIN OWNER LLC, a New York limited liability company

By: Logan Fountain MM LLC, its managing member

By: Logan Fountain LLC, its manager

By: Hudson Logan Fountain LLC, its manager

By: Sarah Pizer
Name: Sarah Pizer
Title: Assistant Secretary

LOGAN FOUNTAIN RETAIL OWNER LLC, a New York limited liability company

By: Logan Fountain Owner LLC, its manager

By: Logan Fountain MM LLC, its managing member

By: Logan Fountain LLC, its manager

By: Hudson Logan Fountain LLC, its manager

By: Sarah Pizer
Name: Sarah Pizer
Title: Assistant Secretary

JERICHO 265 LOGAN STREET HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation

By: _____
Name: Victoria Lyon
Title: Authorized Signatory

State of NEW YORK)
)ss:
County of New York)

On the 7th day of June in the year 2022 before me, the undersigned, a Notary public in and for said State, personally appeared SARAH PIZER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this 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.

JOSEPH D. LOVE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LO6088118
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES MARCH 3, 2023


Notary Public

State of NEW YORK)
)ss:
County of _____)

JOSEPH D. LOVE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LO6088118
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES MARCH 3, 2023

On the _____ day of June in the year 2022 before me, the undersigned, a Notary public in and for said State, personally appeared VICTORIA LYON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this 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

EXHIBIT A

LEGAL DESCRIPTION

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

BEGINNING at the corner formed by the intersection of the southerly side of Atlantic Avenue and the easterly side of Logan Street;

RUNNING THENCE easterly along the southerly side of Atlantic Avenue 202.95 feet to the corner formed by the intersection of the southerly side of Atlantic Avenue and the westerly side of Fountain Avenue;

THENCE southerly along the westerly side of Fountain Avenue 199.70 feet;

THENCE westerly at a right angle to the last mentioned course 100 feet;

THENCE southerly at a right angle to the last mentioned course 25 feet;

THENCE westerly at a right angle to the last mentioned course 100 feet to the easterly side of Logan Street;

THENCE northerly along the easterly side of Logan Street 190.20 feet to the first mentioned corner and the point or place of BEGINNING.