



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 checked="" type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):	
<input checked="" type="checkbox"/>	Add applicant(s)	<b>See Exhibit A</b>
<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:	
	a. A copy of the recorded deed must be provided. Is this attached?	Yes <input checked="" type="radio"/> No <input type="radio"/>
	b. <input type="checkbox"/> Change in ownership	<input checked="" type="checkbox"/> Additional owner (such as a beneficial owner)
	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 checked="" type="radio"/> No <input type="radio"/> Submitted on: 12/19/2024	
	<b>Long-term leases</b>	
	<b>See Exhibit B</b>	
<input checked="" type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA	
	<b>See Exhibit C</b>	
<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: See BCA Amendment narrative continuation sheet on following page.

# **BCA Amendment No. 2 Narrative**

## **(Continuation Sheet):**

The purpose of this BCA Amendment No. 2 application is to:

**(1) Add five new Volunteers while retaining the existing Volunteer, Columbia SF LLC –**  
see Exhibit A:

- i. Red Hook Building A Owner LLC
- ii. Red Hook Building B Owner LLC
- iii. Red Hook Building C Owner LLC
- iv. Red Hook Building C LIHTC LLC
- v. Jericho Red Hook Building C Housing Development Fund Corporation

**(2) Add five new Lessees – see Exhibit B:**

- i. Red Hook Building A Owner LLC  
[*Ground Lessee of new Lot 1*]
- ii. Red Hook Building B Owner LLC  
[*Ground Lessee of new Lot 2*]
- iii. Red Hook Building C Owner LLC  
[*Beneficial Ground Lessee of new Lot 3*]
- iv. Red Hook Building C LIHTC LLC  
[*Sublessee of to-be-formed LIHTC Condo Unit portion of new Lot 3*]
- v. Jericho Red Hook Building C Housing Development Fund Corporation  
[*Nominal Ground Lessee of new Lot 3 pursuant to Nominee Agreement*]

**(3) Modify the tax lot designation from Brooklyn, Block 579, former Lot 1 to Brooklyn, Block 579, new Lots 1, 2 & 3, following a subdivision and tax map update effective as of 10/19/2024 – see Exhibit C.**

*Note that Exhibit PDFs include electronic bookmarks to facilitate NYSDEC review.*

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

BCP SITE NAME: 37 Otsego Street	BCP SITE CODE: C224300
NAME OF CURRENT APPLICANT(S): Columbia SF LLC	
INDEX NUMBER OF AGREEMENT: C224300-02-20	DATE OF ORIGINAL AGREEMENT: 03/02/2020

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

NAME: Red Hook Building A Owner LLC			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR CONTACT: Joel Braver			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR'S CONSULTANT: Tenen Environmental		CONTACT: Matthew Carroll, P.E.	
ADDRESS: 121 West 27th Street, Suite 702			
CITY/TOWN: New York, NY			ZIP CODE: 10001
PHONE: 646-606-2332 x103	EMAIL: mcarroll@tenen-env.com		
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.		CONTACT: Michael Bogin, Esq.	
ADDRESS: 560 Lexington Avenue, 15th Floor			
CITY/TOWN: New York, NY			ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com		
			<b>Y</b>
			<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input checked="" 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 checked="" 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 checked="" type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Red Hook Building A Owner LLC is an affiliate of and within the same organizational family as the existing Volunteer.			<input checked="" type="radio"/>

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INDEX NUMBER OF AGREEMENT: C224300-02-20	DATE OF ORIGINAL AGREEMENT: 03/02/2020

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

NAME: Red Hook Building B Owner LLC			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR CONTACT: Joel Braver			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR'S CONSULTANT: Tenen Environmental		CONTACT: Matthew Carroll, P.E.	
ADDRESS: 121 West 27th Street, Suite 702			
CITY/TOWN: New York, NY			ZIP CODE: 10001
PHONE: 646-606-2332 x103	EMAIL: mcarroll@tenen-env.com		
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.		CONTACT: Michael Bogin, Esq.	
ADDRESS: 560 Lexington Avenue, 15th Floor			
CITY/TOWN: New York, NY			ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com		
		<b>Y</b>	<b>N</b>
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<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 checked="" type="radio"/>	<input type="radio"/>
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4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?	N/A	<input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Red Hook Building B Owner LLC is an affiliate of and within the same organizational family as the existing Volunteer.			



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

NAME: Red Hook Building C Owner LLC			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR CONTACT: Joel Braver			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR'S CONSULTANT: Tenen Environmental		CONTACT: Matthew Carroll, P.E.	
ADDRESS: 121 West 27th Street, Suite 702			
CITY/TOWN: New York, NY			ZIP CODE: 10001
PHONE: 646-606-2332 x103	EMAIL: mcarroll@tenen-env.com		
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.		CONTACT: Michael Bogin, Esq.	
ADDRESS: 560 Lexington Avenue, 15th Floor			
CITY/TOWN: New York, NY			ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com		
		<b>Y</b>	<b>N</b>
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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 checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?	N/A	<input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Red Hook Building C Owner LLC is an affiliate of and within the same organizational family as the existing Volunteer.			

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

NAME: Red Hook Building C LIHTC LLC			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR CONTACT: Joel Braver			
ADDRESS: 144 Spencer Street, #612			
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205
PHONE: 917-676-1087	EMAIL: joel@expressbuildersjb.com		
REQUESTOR'S CONSULTANT: Tenen Environmental		CONTACT: Matthew Carroll, P.E.	
ADDRESS: 121 West 27th Street, Suite 702			
CITY/TOWN: New York, NY			ZIP CODE: 10001
PHONE: 646-606-2332 x103	EMAIL: mcarroll@tenen-env.com		
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.		CONTACT: Michael Bogin, Esq.	
ADDRESS: 560 Lexington Avenue, 15th Floor			
CITY/TOWN: New York, NY			ZIP CODE: 10022
PHONE: (646) 378-7210	EMAIL: mbogin@sprlaw.com		
			<b>Y</b>
			<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input checked="" 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 checked="" type="radio"/>
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4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Red Hook Building C LIHTC LLC is an affiliate of and within the same organizational family as the existing Volunteer.			<input checked="" type="radio"/>

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

NAME: Jericho Red Hook Building C Housing Development Fund Corporation			
ADDRESS: C/O The Jericho Project, 245 West 29th Street, Suite 902			
CITY/TOWN: New York, NY		ZIP CODE: 10001	
PHONE: 646-624-2341 x108	EMAIL: tlyon@jerichoproject.org		
REQUESTOR CONTACT: Tori Lyon			
ADDRESS: C/O The Jericho Project, 245 West 29th Street, Suite 902			
CITY/TOWN: New York, NY		ZIP CODE: 10001	
PHONE: 646-624-2341 x108	EMAIL: tlyon@jerichoproject.org		
REQUESTOR'S CONSULTANT: Tenen Environmental		CONTACT: Matthew Carroll, P.E.	
ADDRESS: 121 West 27th Street, Suite 702			
CITY/TOWN: New York, NY		ZIP CODE: 10001	
PHONE: 646-606-2332 x103	EMAIL: mcarroll@tenen-env.com		
REQUESTOR'S ATTORNEY: Hirschen Singer & Epstein LLP		CONTACT: Erin Durkin, Esq.	
ADDRESS: 257 Park Avenue South			
CITY/TOWN: New York, NY		ZIP CODE: 10010	
PHONE: (212) 598-3240	EMAIL: edurkin@hseny.com		
			<b>Y</b>
			<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input checked="" 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 checked="" 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 checked="" type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: The HDFC is the record ground lessee on behalf of beneficial and equitable lessee, Red Hook Building C Owner LLC (affiliate of existing Volunteer), pursuant to agreement.			<input checked="" 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 checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Red Hook Building A Owner LLC [new Lot 1 ground lessee]			CONTACT: Joel Braver	
ADDRESS: 144 Spencer Street, #612				
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205	
PHONE: (917) 676-1087		EMAIL: joel@expressbuildersjb.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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Red Hook Building B Owner LLC [new Lot 2 ground lessee]			CONTACT: Joel Braver	
ADDRESS: 144 Spencer Street, #612				
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205	
PHONE: (917) 676-1087		EMAIL: joel@expressbuildersjb.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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Red Hook Building C Owner LLC [new Lot 3 beneficial lessee]			CONTACT: Joel Braver	
ADDRESS: 144 Spencer Street, #612				
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205	
PHONE: (917) 676-1087		EMAIL: joel@expressbuildersjb.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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Red Hook Building C LIHTC LLC [new Lot 3 sublessee]			CONTACT: Joel Braver	
ADDRESS: 144 Spencer Street, #612				
CITY/TOWN: Brooklyn, NY			ZIP CODE: 11205	
PHONE: (917) 676-1087		EMAIL: joel@expressbuildersjb.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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Jericho Red Hook Building C Housing Development Fund Corporation [new Lot 3 nominal lessee]			CONTACT: Tori Lyon	
ADDRESS: C/O The Jericho Project, 245 West 29th Street, Suite 902				
CITY/TOWN: New York, NY			ZIP CODE: 10001	
PHONE: (646) 624-2341		EMAIL: tlyon@jerichoproject.org		
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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="radio"/>	
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" 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"/> <b>PARTICIPANT</b>  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"/> <b>VOLUNTEER</b>  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.  <b>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.</b>		
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 checked="" 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 checked="" type="checkbox"/> Other: Long-Term Lessees			
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 checked="" 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: 37 Otsego Street

CITY/TOWN: Brooklyn, NY

ZIP CODE: 11231

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 2.300

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

37 Otsego Street

Brooklyn (3)

579

1

2.300

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

35 Otsego Street

Brooklyn (3)

579

1

0.711

22 Lorraine Street

Brooklyn (3)

579

2

0.269

498 Columbia Street

Brooklyn (3)

579

3

1.320

3. TOTAL REVISED SITE ACREAGE: N/A

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?

☒
☐

**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><b>From ECL 27-1405(31):</b></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><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></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><b>From ECL 27-1405(33) as of April 9, 2022:</b></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><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></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><b>From ECL 75-0111 as of April 9, 2022:</b></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: 37 Otsego Street

BCP SITE CODE: C224300

NAME OF CURRENT APPLICANT(S): Columbia SF LLC

INDEX NUMBER OF AGREEMENT: C224300-02-20

DATE OF ORIGINAL AGREEMENT: 03/02/2020

**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 the Authorized Signatory (title) of Red Hook Building A Owner LLC (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.

Samuel Braver's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/10/2025 Signature: Print Name: Samuel Braver / Red Hook Building A Owner LLC

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

BCP SITE NAME: 37 Otsego Street

BCP SITE CODE: C224300

NAME OF CURRENT APPLICANT(S): Columbia SF LLC

INDEX NUMBER OF AGREEMENT: C224300-02-20

DATE OF ORIGINAL AGREEMENT: 03/02/2020

**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 the Authorized Signatory (title) of Red Hook Building B Owner LLC (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.

Samuel Braver's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/10/2025 Signature: Print Name: Samuel Braver / Red Hook Building B Owner LLC

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

BCP SITE NAME: 37 Otsego Street

BCP SITE CODE: C224300

NAME OF CURRENT APPLICANT(S): Columbia SF LLC

INDEX NUMBER OF AGREEMENT: C224300-02-20

DATE OF ORIGINAL AGREEMENT: 03/02/2020

**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 the Authorized Signatory (title) of Red Hook Building C Owner LLC (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.

Samuel Braver's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/10/2025 Signature: Print Name: Samuel Braver / Red Hook Building C Owner LLC

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

BCP SITE NAME: 37 Otsego Street

BCP SITE CODE: C224300

NAME OF CURRENT APPLICANT(S): Columbia SF LLC

INDEX NUMBER OF AGREEMENT: C224300-02-20

DATE OF ORIGINAL AGREEMENT: 03/02/2020

**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 the Authorized Signatory (title) of Red Hook Building C LIHTC LLC (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.

Samuel Braver's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/10/2025 Signature: Print Name: Samuel Braver / Red Hook Building C LIHTC LLC



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

BCP SITE NAME: 37 Otsego Street

BCP SITE CODE: C224300

NAME OF CURRENT APPLICANT(S): Columbia SF LLC

INDEX NUMBER OF AGREEMENT: C224300-02-20

DATE OF ORIGINAL AGREEMENT: 03/02/2020

**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 the Authorized Signatory (title) of Jericho Red Hook Building C Housing Development Fund Corporation (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.

Victoria Lyon's \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/2/25 Signature: [Signature]Print Name: Victoria Lyon / Jericho Red Hook Building C Housing Development Fund Corporation

**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 the Authorized Signatory (title) of Columbia SF 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. Solomon Feder's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/19/2025 Signature: Print Name: Solomon Feder / Columbia SF LLC**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

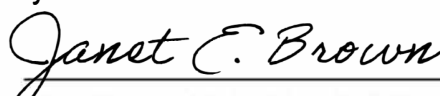
<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> 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: 03/02/2020

Signature by the Department:

DATED: 5/30/2025NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown, Assistant Director  
Division of Environmental Remediation

## INSTRUCTIONS FOR COMPLETING AN APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

This form must be used to add or remove a party, reflect a change in property ownership to all or part of the site, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement.

*NOTE: DEC requires a standard full BCP 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.

### SECTION I: CURRENT AGREEMENT INFORMATION

*This section must be completed in its entirety. The information entered here will auto-populate throughout the application and amendment.*

Provide the site name, site code and name(s) of current requestor(s) exactly as this information appears on the existing agreement. This should reflect any changes made by previous amendments to the site name or parties on the BCA. Provide the agreement index number and the date of the initial BCA.

### SECTION II: NEW REQUESTOR INFORMATION

*This section is to be completed only if a new requestor is being added to the BCA, or if the name of the existing requestor has changed with the NYSDOS.*

#### 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.) 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.

#### Requestor, Consultant and Attorney Contact Information

Provide the contact name, mailing address, telephone number and e-mail address for each of the following contacts:

*Requestor's 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.

*Requestor's Consultant:* Include the name of the consulting firm and the contact person.

*Requestor's Attorney:* Include the name of the law firm and the contact person.

#### *Required Attachments for Section II:*

- 1. NYSDOS Information: A print-out of entity information from the NYSDOS database to document that the applicant is authorized to do business in NYS. The requestor's name must appear throughout the application exactly as it does in the database.*
- 2. LLC Organization: If the requestor is an LLC, provide a list of the names of the members/owners of the LLC.*
- 3. Authority to Bind: Proof must be included that shows that the party signing this application and amendment is authorized to do so on behalf of the requestor. This documentation may be in the form of corporate organizational papers, a Corporate Resolution or Operating Agreement or Resolution.*

### **SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

*Complete this section only if a transfer of ownership has taken place for all or part of the site property. Attach additional pages for each new owner if applicable.*

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.

*NOTE: 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 form was not previously submitted, it must be included with this application. See <http://www.dec.ny.gov/chemical/76250.html> for additional information.*

#### *Required Attachments for Section III:*

- 1. Copy of deed as proof of ownership.*
- 2. Ownership/Nominee Agreement, if applicable.*
- 3. Change of Use form, if not previously submitted to the Department.*

### **SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION**

*For additional information regarding requestor eligibility, please refer to ECL §27-1407.*

Provide a response to each question listed. If any question is answered in the affirmative, provide an attachment with detailed relevant information. It is permissible to reference specific sections of existing property reports; however, such information must be summarized in an attachment. 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.

#### *Required Attachments for Section IV:*

- 1. Detailed information regarding any questions answered in the affirmation, if applicable.*
- 2. Statement describing why the requestor should be considered a volunteer, if applicable.*
- 3. Site access agreement, as described above, if applicable.*

## SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

*NOTE: DEC requires a standard full BCP 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.*

### Property Information on Existing Agreement

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

### 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.

### 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.

### Change to address, SBL or metes and bounds description

Provide the new address and tax parcel information.

### Total Revised Site Acreage

Provide the new total site acreage after addition or removal of property. If no change to site boundary, this should match the acreage provided above, under Property Information on Existing Agreement.

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.

### *Required Attachments for Section V:*

1. *For all additions and removal of property:*
  - a. *Site map clearly identifying the existing site boundary and proposed new site boundary*
  - b. *County tax map with the new site boundary clearly identified*
  - c. *USGS 7.5-minute quadrangle map with the site location clearly identified*
2. *For address changes, lot mergers, subdivisions and any other change to the property description:*
  - a. *County tax map with the site boundary and all SBL information clearly identified*
  - b. *USGS 7.5-minute quadrangle map with the site location clearly identified*
  - c. *Approved application for lot merger or apportionment, or the equivalent thereof, as proof from the municipality of the SBL change(s)*

**SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES 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 responses to each question. If any question is answered in the affirmative, provide required documentation as applicable.

**Required Attachments for NYC Site Supplement:**

1. *For sites located all or partially in an En-zone: provide a map with the site boundary clearly identified and the En-zone overlay showing that all or a portion of the site is located within an En-zone. This map must also indicate the census tract number in which the site is located. See [DEC's website](#) for additional information.*
2. *For affordable housing projects: provide the affordable housing regulatory agreement and any additional relevant information.*
3. *For renewable energy site projects: for (a) planned renewable energy facilities generating/storing less than twenty-five (25) megawatts, provide a local land use approval; or, for (b) planned renewable energy facilities generating/storing twenty-five (25) megawatts or greater, provide the permit issued by the NYS Office of Renewable Energy Siting.*
4. *For sites located within a disadvantaged community and a conforming Brownfield Opportunity Area: provide a map with the site boundary clearly identified and the disadvantaged community overlay showing that the site is located within a disadvantaged community.*

**PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT**

The information in the “EXISTING AGREEMENT INFORMATION” section 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 8 and the required information and signature on page 9.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 9.

# **Exhibit A to BCA Amendment No. 2:**

## **Supporting Documents to Add Volunteers**

- i. Red Hook Building A Owner LLC
- ii. Red Hook Building B Owner LLC
- iii. Red Hook Building C Owner LLC
- iv. Red Hook Building C LIHTC LLC
- v. Jericho Red Hook Building C Housing Development Fund Corporation

**Exhibit A-1:**  
**NYSDOS Printouts**



# Department of State

## Division of Corporations

### Entity Information

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

#### Entity Details



**ENTITY NAME:** RED HOOK BUILDING A OWNER LLC

**DOS ID:** 7016570

**FOREIGN LEGAL NAME:**

**FICTITIOUS NAME:**

**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY

**DURATION DATE/LATEST DATE OF DISSOLUTION:**

**SECTION OF LAW:** LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

**ENTITY STATUS:** ACTIVE

**DATE OF INITIAL DOS FILING:** 08/29/2023

**REASON FOR STATUS:**

**EFFECTIVE DATE INITIAL FILING:** 08/29/2023

**INACTIVE DATE:**

**FOREIGN FORMATION DATE:**

**STATEMENT STATUS:** CURRENT

**COUNTY:** KINGS

**NEXT STATEMENT DUE DATE:** 08/31/2025

**JURISDICTION:** NEW YORK, UNITED STATES

**NFP CATEGORY:**

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

Service of Process on the Secretary of State as Agent

**The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:**

**Name:** C/O EXPRESS BUILDERS

**Address:** 144 SPENCER STREET, STE #612, BROOKLYN, NY, UNITED STATES, 11205

**Electronic Service of Process on the Secretary of State as agent: Not Permitted**

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details

**ENTITY NAME:** RED HOOK BUILDING B OWNER LLC  
**DOS ID:** 7284942  
**FOREIGN LEGAL NAME:**  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**SECTIONOF LAW:** LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 03/20/2024  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 03/20/2024  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:**  
**STATEMENT STATUS:** CURRENT  
**COUNTY:** WESTCHESTER  
**NEXT STATEMENT DUE DATE:** 03/31/2026  
**JURISDICTION:** NEW YORK, UNITED STATES  
**NFP CATEGORY:**

ENTITY DISPLAY   NAME HISTORY   FILING HISTORY   MERGER HISTORY   ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

**Name:** C/O UNITED CORPORATE SERVICES, INC.  
**Address:** 10 BANK STREET, SUITE 560, WHITE PLAINS, NY, UNITED STATES, 10606

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

**Name:**  
**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details

**ENTITY NAME:** RED HOOK BUILDING C OWNER LLC  
**DOS ID:** 7305415  
**FOREIGN LEGAL NAME:**  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**SECTIONOF LAW:** LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 04/16/2024  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 04/16/2024  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:**  
**STATEMENT STATUS:** CURRENT  
**COUNTY:** WESTCHESTER  
**NEXT STATEMENT DUE DATE:** 04/30/2026  
**JURISDICTION:** NEW YORK, UNITED STATES  
**NFP CATEGORY:**

ENTITY DISPLAY   NAME HISTORY   FILING HISTORY   MERGER HISTORY   ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

**Name:** UNITED CORPORATE SERVICES, INC.  
**Address:** 10 BANK STREET, SUITE 560, WHITE PLAINS, NY, UNITED STATES, 10606

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

**Name:**  
**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details

**ENTITY NAME:** RED HOOK BUILDING C LIHTC LLC  
**DOS ID:** 7444331  
**FOREIGN LEGAL NAME:**  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**SECTIONOF LAW:** LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 10/16/2024  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 10/16/2024  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:**  
**STATEMENT STATUS:** CURRENT  
**COUNTY:** WESTCHESTER  
**NEXT STATEMENT DUE DATE:** 10/31/2026  
**JURISDICTION:** NEW YORK, UNITED STATES  
**NFP CATEGORY:**

ENTITY DISPLAY   NAME HISTORY   FILING HISTORY   MERGER HISTORY   ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

**Name:** C/O NEXA CORPORATE SOLUTIONS LLC  
**Address:** 400 RELLA BLVD, SUITE 207-543, MONTEBELLO, NY, UNITED STATES, 10901

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

**Name:**  
**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share



# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details

**ENTITY NAME:** JERICO RED HOOK BUILDING C HOUSING DEVELOPMENT FUND CORPORATION  
**DOS ID:** 7425816  
**FOREIGN LEGAL NAME:**  
**FICTITIOUS NAME:**  
**ENTITY TYPE:** DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**SECTIONOF LAW:** NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI) - 402 NOT-FOR-PROFIT CORPORATION LAW AND 573 PRIVATE HOUSING FINANCE LAW - PRIVATE HOUSING FINANCE LAW  
**ENTITY STATUS:** ACTIVE  
**DATE OF INITIAL DOS FILING:** 09/23/2024  
**REASON FOR STATUS:**  
**EFFECTIVE DATE INITIAL FILING:** 09/23/2024  
**INACTIVE DATE:**  
**FOREIGN FORMATION DATE:**  
**STATEMENT STATUS:** NOT REQUIRED  
**COUNTY:** NEW YORK  
**NEXT STATEMENT DUE DATE:**  
**JURISDICTION:** NEW YORK, UNITED STATES  
**NFP CATEGORY:** CHARITABLE

ENTITY DISPLAY   NAME HISTORY   FILING HISTORY   MERGER HISTORY   ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

**Name:** C/O THE JERICO PROJECT  
**Address:** 245 WEST 29TH STREET, SUITE 902, NEW YORK, NY, UNITED STATES, 10001

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

**Name:**  
**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

**Address:**

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

**Is The Entity A Farm Corporation:** NO

Stock Information

Share Value

Number Of Shares

Value Per Share

**Exhibit A-2:**  
**Proof of Authority  
to Bind**

**RED HOOK BUILDING A OWNER LLC  
RED HOOK BUILDING B OWNER LLC  
RED HOOK BUILDING C OWNER LLC  
RED HOOK BUILDING C LIHTC LLC**

**WRITTEN CONSENT OF MEMBER**

The undersigned, being an authorized signatory of RED HOOK BUILDING C DEVELOPER LLC, a New York limited liability company ("Developer"), does hereby consent to and adopt the following Resolutions:

WHEREAS, Developer is the sole member of RED HOOK BUILDING A OWNER LLC, a New York limited liability company ("Building A Owner") and RED HOOK BUILDING B OWNER LLC, a New York limited liability company ("Building B Owner"), and the managing member of RED HOOK BUILDING C MM LLC, a New York limited liability company ("Building C MM"); and

WHEREAS, Building C MM is the managing member of RED HOOK BUILDING C OWNER LLC, a New York domestic limited liability company (the "Building C Owner"); and

WHEREAS, Building C Owner is the managing member of RED HOOK BUILDING C LIHTC LLC, a New York domestic limited liability company ("Building C LIHTC"); and

WHEREAS, Building A Owner is the ground lessee of that certain real property located at 35 Otsego Street, Brooklyn, New York (Block 579, Lot 1) (the "Building A Property"); and

WHEREAS, Building B Owner is the ground lessee of that certain real property located at 22 Lorraine Street, Brooklyn, New York (Block 579, Lot 2) (the "Building B Property"); and

WHEREAS, Building C Owner is the beneficial and equitable ground lessee of that certain real property located at 498 Columbia Street, Brooklyn, New York (Block 579, Lot 3) (the "Building C Property"), pursuant to a Declaration of Interest and Nominee Agreement dated as of December 19, 2024, by and between Building C Owner and Jericho Red Hook Building C Housing Development Fund Corporation;

WHEREAS, Building C LIHTC is the sublessee of a portion of the Building C Property, pursuant to a Master Sub-Lease (LIHTC Unit) dated as of December 19, 2024, by and between Building C Owner and Building C LIHTC; and

WHEREAS, the Building A Property, Building B Property, and Building C Property were collectively admitted to the New York State Brownfield Cleanup Program ("BCP") as Site No. C224300, pursuant to that certain Brownfield Cleanup Agreement, Index No. C224300-02-20, dated March 2, 2020 (as may be amended from time to time, the "BCA"); and

WHEREAS, Building A Owner, Building B Owner, Building C Owner, and Building C LIHTC each desire to apply to the BCP as additional Requestors, as such term is defined in 6 NYCRR 375-3.2.

NOW, THEREFORE, BE IT RESOLVED:

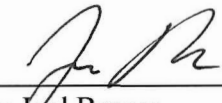
1. SAMUEL BRAVER is a representative of Building A Owner, Building B Owner, Building C Owner, and Building C LIHTC (each a “New Requestor”, and collectively, the “New Requestors”), and has the full power and authority on behalf of the New Requestors, as an authorized signatory of each New Requestor (the “Authorized Signatory”), to:
  - a. Execute documents in connection with the application of the New Requestors for participation in the New York State BCP;
  - b. Enter into agreements with the New York State Department of Environmental Conservation (“DEC”) in connection with the New Requestors’ participation in the BCP;
  - c. Execute any and all documents in connection with the New Requestors’ participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;
  - d. Take any action necessary to the furtherance of the New Requestors’ participation in the BCP, including but not limited to conducting negotiations on behalf of the New Requestors.
2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this Consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by a managing member of the New Requestors. Any such revocation shall be effective only as to actions taken by the New Requestors subsequent to DEC's receipt of such notice.
3. The undersigned hereby represents and warrants that (i) the undersigned is an authorized signatory of Developer, which is the sole member of Building A Owner and Building B Owner and the managing member of Building C MM; (ii) Building C MM is the managing member of Building C Owner; (iii) Building C Owner is the managing member of Building C LIHTC; and (iv) the consent of the undersigned is sufficient to authorize the New Requestors to take the aforementioned actions.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of  
19 March, 2025.

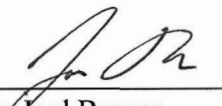
**RED HOOK BUILDING A OWNER LLC,**  
a New York limited liability company

By: RED HOOK BUILDING C DEVELOPER  
LLC, a New York limited liability company,  
its sole member

By:   
Name: Joel Braver  
Title: Authorized Signatory

**RED HOOK BUILDING B OWNER LLC,**  
a New York limited liability company

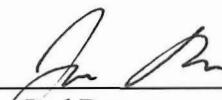
By: RED HOOK BUILDING C DEVELOPER  
LLC, a New York limited liability company,  
its sole member

By:   
Name: Joel Braver  
Title: Authorized Signatory

**RED HOOK BUILDING C OWNER LLC,**  
a New York limited liability company

By: RED HOOK BUILDING C MM LLC,  
a New York limited liability company,  
its managing member

By: RED HOOK BUILDING C DEVELOPER  
LLC,  
a New York limited liability company,  
its managing member

By:   
Name: Joel Braver  
Title: Authorized Signatory

**RED HOOK BUILDING C LIHTC LLC,**  
a New York limited liability company

By: RED HOOK BUILDING C OWNER LLC,  
a New York limited liability company,  
its managing member

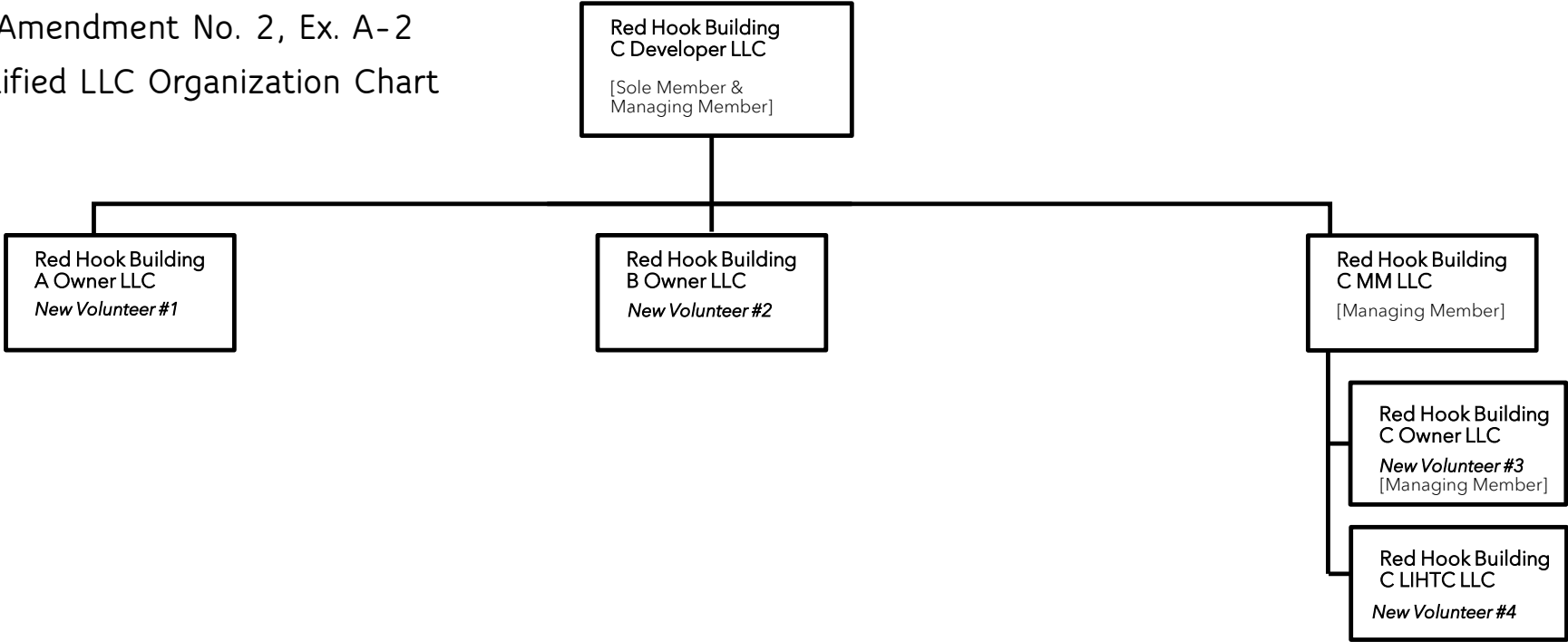
By: RED HOOK BUILDING C MM LLC,  
a New York limited liability company,  
its managing member

By: RED HOOK BUILDING C DEVELOPER  
LLC,  
a New York limited liability company,  
its managing member

By:   
Name: Joel Braver  
Title: Authorized Signatory

# 37 OTSEGO STREET (C224300)

BCA Amendment No. 2, Ex. A-2  
Simplified LLC Organization Chart





**RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF  
JERICHO RED HOOK BUILDING C  
HOUSING DEVELOPMENT FUND CORPORATION**

**MARCH 27, 2025**

Pursuant to Section 708(b) of the Not-for-Profit  
Corporations Law of the State of New York

---

The undersigned, being all the members of the Board of Directors of Jericho Red Hook Building C Housing Development Fund Corporation, a New York not-for-profit corporation (the “HDFC”), hereby take the following actions and adopt the following resolutions (“Resolution”) by unanimous written consent to action pursuant to the by-laws of the HDFC and the Not-for-Profit Corporations Law of the State of New York:

WHEREAS, the sole member of the HDFC is The Jericho Project, a New York not-for-profit corporation (“Jericho Project”); and

WHEREAS, the HDFC is the nominal ground lessee of that certain real property located at located at 498 Columbia Street, Brooklyn, New York (Block 579, Lot 3) (the “Building C Property”), pursuant to that Amended and Restated Ground Lease (Site C), dated as of December 19, 2024, by and between 498-516 Columbia Street, LLC, as landlord, and the HDFC and Red Hook Building C Owner LLC (“Building C Owner”), collectively as tenant; and

WHEREAS, the HDFC transferred all beneficial and equitable leasehold interests in the Building C Property to Building C Owner pursuant to that Declaration of Interest and Nominee Agreement, dated as of December 19, 2024, by and between the HDFC and Building C Owner; and

WHEREAS, the Building C Property was previously admitted to the New York State Brownfield Cleanup Program (“BCP”) as a portion of Site No. C224300, pursuant to that certain Brownfield Cleanup Agreement, Index No. C224300-02-20, dated March 2, 2020 (as may be amended from time to time, the “BCA”); and

WHEREAS, the HDFC desires to apply to the BCP as an additional Requestor, as such term is defined in 6 NYCRR 375-3.2.

NOW, THEREFORE, BE IT RESOLVED, that the HDFC is hereby authorized and directed to execute and deliver any and all documents that may be necessary, convenient, or advisable in connection with the HDFC’s application to the BCP as an additional Requestor, and to take any other actions deemed necessary and in substantial accordance with this Resolution;

AND BE IT FURTHER RESOLVED, that the Board of Directors of the HDFC hereby authorizes and directs VICTORIA LYON, as a representative of the HDFC and as an authorized signatory with the full power and authority on behalf of the HDFC (the “Authorized Signatory”), to:

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

AND BE IT FURTHER RESOLVED, that the authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this Resolution are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the Board of Directors of the HDFC. Any such revocation shall be effective only as to actions taken by the HDFC subsequent to DEC's receipt of such notice;

AND BE IT FURTHER RESOLVED, that this Resolution may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one and the same Resolution.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the undersigned, being all of the members of the Board of Directors of Jericho Red Hook Building C Housing Development Fund Corporation, hereby execute this Resolution by unanimous written consent as of the date and year first set forth above.

A handwritten signature in cursive script, appearing to read 'Michael Reed', followed by a vertical line and another cursive mark.

---

MICHAEL REED

---

ANDREW MOSS


---

KEVIN DIRKSE

**IN WITNESS WHEREOF**, the undersigned, being all of the members of the Board of Directors of Jericho Red Hook Building C Housing Development Fund Corporation, hereby execute this Resolution by unanimous written consent as of the date and year first set forth above.

---

MICHAEL REED

  
Andy Moss (Mar 27, 2025 15:50 EDT)

---

ANDREW MOSS

---

KEVIN DIRKSE


**IN WITNESS WHEREOF**, the undersigned, being all of the members of the Board of Directors of Jericho Red Hook Building C Housing Development Fund Corporation, hereby execute this Resolution by unanimous written consent as of the date and year first set forth above.

---

MICHAEL REED

---

ANDREW MOSS



---

Kevin Dirkse (Mar 25, 2025 14:19 EDT)

---

KEVIN DIRKSE

# **Exhibit A-3:**

## **BCA Amendment No. 1, Section II, Item 4:**

### **LLC Membership Disclosures**

- **LLC Requestor #1: Red Hook Building A Owner LLC**
  - Sole Member of LLC Requestor #1: Red Hook Building C Developer LLC
- **LLC Requestor #2: Red Hook Building B Owner LLC**
  - Sole Member of LLC Requestor #2: Red Hook Building C Developer LLC
- **LLC Requestor #3: Red Hook Building C Owner LLC**
  - Members of LLC Requestor #3:
    - Red Hook Building C MM LLC      *[managing member]*
    - Red Hook Building C Holdings Inc.
- **LLC Requestor #4: Red Hook Building C LIHTC LLC**
  - Members of LLC Requestor #4:
    - Red Hook Building C Owner LLC      *[managing member]*
    - Red Hook Building C MM LLC

# **Exhibit A-4:**

## **Joint Volunteer Statement**

The five new Requestors:

- (i) Red Hook Building A Owner LLC,
- (ii) Red Hook Building B Owner LLC,
- (iii) Red Hook Building C Owner LLC,
- (iv) Red Hook Building C LIHTC LLC, and
- (v) Jericho Red Hook Building C Housing Development Fund Corporation

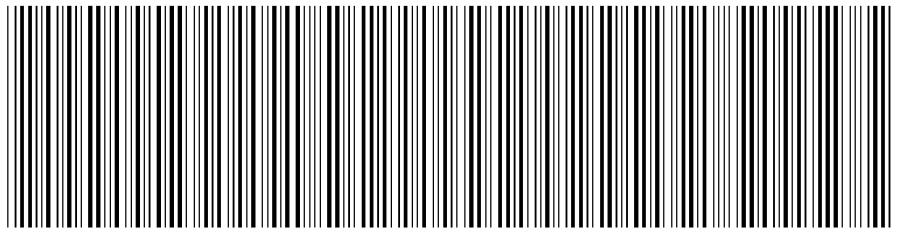
are properly designated as “Volunteers” because their liability will arise solely from their various leasehold interests in and involvement with the BCP Site as of December 19, 2024, following the discharge or disposal of contaminants at the BCP Site. The Requestors will exercise appropriate care with respect to current site conditions to prevent any threatened future release and to prevent or limit human, environmental, or natural resource exposures to any previously released contamination. The Requestors have not contributed to or exacerbated any site environmental conditions and are prepared to undertake all necessary remediation required to address identified site contamination. As such, each of the above-listed Requestors qualifies as a “Volunteer” per ECL 27-1405(1).

**Exhibit A-5:**  
**Access Agreement**



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.



2024122600827017001E72BC

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 20

Document ID: 2024122600827017

Document Date: 12-19-2024

Preparation Date: 12-27-2024

Document Type: LICENSE

Document Page Count: 18

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306^ANY2023-6821C  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

RUSSELL A. KIVLER, ESQ.  
HIRSCHEN SINGER & EPSTEIN LLP  
902 BROADWAY, 13TH FLOOR  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	579	1	Entire Lot	N/A OTSEGO STREET

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BROOKLYN	579	2	Entire Lot	N/A LORRAINE STREET

Property Type: NON-RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

PARTY 1:

498-516 COLUMBIA STREET, LLC  
C/O ROYAL FARMS, INC., 420 MADISON AVENUE,  
SUITE 301  
NEW YORK, NY 10017

PARTY 2:

RED HOOK BUILDING C LIHTC LLC  
144 SPENCER STREET, SUITE 612  
BROOKLYN, NY 11205

☒ 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: \$ 133.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

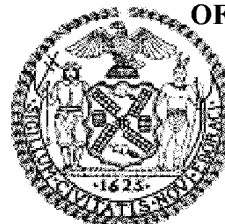
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OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 12-31-2024 12:58

City Register File No.(CRFN):

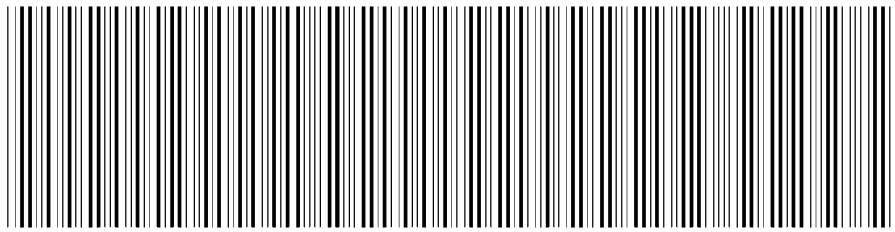
2024000340081



*Collette McChia-Jacques*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2024122600827017001C703C

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 20

Document ID: 2024122600827017 Document Date: 12-19-2024 Preparation Date: 12-27-2024  
Document Type: LICENSE

PROPERTY DATA

Borough	Block Lot	Unit	Address
BROOKLYN	579 3 Entire Lot		N/A CREAMER STREET
Property Type: NON-RESIDENTIAL VACANT LAND			

PARTIES

PARTY 1:	PARTY 1:
JERICO RED HOOK BUILDING C HDFC	RED HOOK BUILDING C OWNER LLC
C/O THE JERICO PROJECT, 245 WEST 29TH STREET,	144 SPENCER STREET, SUITE 612
SUITE 902	BROOKLYN, NY 11205
NEW YORK, NY 10001	

PARTIES

PARTY 2:	PARTY 2:
RED HOOK BUILDING B OWNER LLC	RED HOOK BUILDING A OWNER LLC
144 SPENCER STREET, SUITE 612	144 SPENCER STREET, SUITE 612
BROOKLYN, NY 11205	BROOKLYN, NY 11205

**LICENSE AND COOPERATION AGREEMENT**  
(Columbia Commons)

This License and Cooperation Agreement (this "Agreement") dated as of December 19, 2024 is made by and among **JERICO RED HOOK BUILDING C HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation formed pursuant to Article XI of the New York State Private Housing Finance Law ("Building C HDFC") having its office 245 West 29th Street, Suite 902, New York, New York 10001, **RED HOOK BUILDING C OWNER LLC**, a New York limited liability company (the "Building C Company") having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, **RED HOOK BUILDING C LIHTC LLC**, a New York limited liability company (the "Building C LIHTC Company"; and collectively with the Building C Company, "Building C Owner") having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, **RED HOOK BUILDING B OWNER LLC**, a New York limited liability company (the "Building B Owner"), having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, and **RED HOOK BUILDING A OWNER LLC**, a New York limited liability company (the "Building A Owner"), having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, and **498-516 COLUMBIA STREET LLC**, a Delaware limited liability company ("Fee Owner") having an office at c/o Royal Farms, Inc., 420 Madison Avenue, Suite 301, New York, New York 10017.

**WITNESSETH:**

**WHEREAS**, Fee Owner is the owner of the fee simple interest in that certain real property located at 498-516 Columbia Street and 21-39 Otsego Street, Brooklyn, New York and designated on the Tax Map of Kings County as Block 579, former Lot 1 (the "Property"); and

**WHEREAS**, pursuant to that certain Ground Lease, dated as of December 18, 2018, by and between Fee Owner and BH Ruth Red Hook LLC ("Original Tenant"), as amended by that certain First Amendment to Ground Lease dated as of June 19, 2019, and that certain Second Amendment to Ground Lease dated as of December 29, 2021, Fee Owner demised the Property to Original Tenant (the "Ground Lease") and, then, pursuant to that certain Assignment and Assumption of Lease, dated as of January 21, 2022, Original Tenant assigned the existing Ground Lease (as so amended and assigned, the "Overall Ground Lease") to Columbia SF LLC, a New York limited liability company ("Overall Tenant").

**WHEREAS**, pursuant to a certain Partial Assignment and Assumption of Lease, dated as of the date hereof (the "Site C Assignment"), the Overall Tenant partially assigned the demise of the Overall Ground Lease with respect to the portion of the Original Premises now known as 498 Columbia Street, Brooklyn, New York, Block 579, Lot 3, as more particularly described in Exhibit A-1 (the "Site C Land") to Building C HDFC; and

**WHEREAS**, simultaneously with the execution of the Site C Assignment, the Building C HDFC and the Building C Company entered into that certain Declaration of Interest and Nominee Agreement ("Site C Nominee"), dated as of the date hereof, pursuant to which Building C HDFC holds the record leasehold estate in the Site C Land and the Building C Company holds the beneficial leasehold estate in the Site C Land; and

**WHEREAS**, Fee Owner, as landlord, and the Building C Company and the Building C HDFC, together, as tenant, entered into that certain Amended and Restated Ground Lease severing, amending, and restating the terms and conditions of the demise of the Site C Land (the "Site C Lease"); and

**WHEREAS**, simultaneously with the execution of the Site C Nominee, Building C Company entered into that certain Master Sub-Lease, as sublandlord, with respect to a portion of the Site C Land and improvements to be built thereon (the "Building C Master Sub-Lease") with the Building C LIHTC Owner; and

**WHEREAS**, simultaneously with the execution of the Site C Nominee, the Building C HDFC and the Building C LIHTC Company entered into that certain springing Declaration of Interest and Nominee Agreement (the "Building C LIHTC Nominee"), pursuant to which the Building C LIHTC Company will obtain the equitable and beneficial interest in the portion of the Site C Land and improvements to be built thereon demised under the Building C Master Sub-Lease upon its termination in accordance with certain conditions set forth therein; and

**WHEREAS**, pursuant to a certain Partial Assignment and Assumption of Lease, dated as of the date hereof (the "Site B Assignment"), the Overall Tenant partially assigned the demise of the Overall Ground Lease with respect to the portion of the Original Premises now known as 498 Columbia Street, Brooklyn, New York, Block 579, Lot 2, as more particularly described in Exhibit A-2 (the "Site B Land"); to Building B Owner; and

**WHEREAS**, Fee Owner and the Building B Owner entered into that certain Amended and Restated Ground Lease severing, amending, and restating the terms and conditions of the demise of the Site B Land (the "Site B Lease"); and

**WHEREAS**, pursuant to a certain Partial Assignment and Assumption of Lease, dated as of the date hereof (the "Site A Assignment"), the Overall Tenant partially assigned the demise of the Overall Ground Lease with respect to the portion of the Original Premises now known as 498 Columbia Street, Brooklyn, New York, Block 579, Lot 1, as more particularly described in Exhibit A-3 (the "Site A Land") to Building A Owner; and

**WHEREAS**, Fee Owner and the Building A Owner entered into that certain Amended and Restated Ground Lease severing, amending, and restating the terms and conditions of the demise of the Site A Land (the "Site A Lease"); and

**WHEREAS**, as part of the construction being performed by the Building C Owner on the Site C Land, Building C Owner desires to obtain access over the Site A Land and Site B Land for the purpose of facilitating the construction and development of one (1) mixed-use building ("Building C") anticipated to contain approximately 371 apartments (inclusive of one superintendent's unit), approximately 1,076 gross square feet of community facility space and approximately 10 ancillary parking spaces and other improvements related thereto, including, without limitation, all work required by the New York State Department of Environmental Conservation ("DEC") for of the Site A Land, the Site B Land, and the Site C Land, which

collectively comprise DEC Site No. C224300 in order to comply with the Brownfield Cleanup Program (collectively, the "Building C Work").

**NOW THEREFORE**, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed by and between the undersigned parties as follows:

1. Grant of License from Building A Owner and Building B Owner to Building C Owner: Provided that Building C Owner complies with its obligations under this Agreement, each of Building A Owner and Building B Owner hereby grants to Building C Owner, its successors and/or assigns, and their respective engineers and/or architects, developers, construction managers, contractors, subcontractors and all those necessary to perform the Building C Work (the "Building C Construction Team"), and Building C Owner hereby accepts from each of Building A Owner and Building B Owner, on its own behalf and on behalf of its successors and/or assigns, a non-exclusive license (the "Building C License") to enter and use the Site A Land and the Site B Land, respectively, for the purpose of performing, at its sole cost and expense, the Building C Work, but only to the extent necessary for the performance of the Building C Work. All Building C Work performed on the Site A Land or the Site B Land will be performed in accordance with the Building Code of New York City (the "Code") and other applicable laws (collectively, "Applicable Law").
2. Term: The term of the License (the "Term") shall commence on the date hereof and, with respect to any construction or staging work, expire upon the latest of the date that (i) Building A obtains a TCO, (ii) Building B obtains a TCO, (iii) Building C obtains a TCO. Upon the expiration of the Term, each of Building C Owner, Building B Owner and Building A Owner respectively, will remove, at such party's sole cost and expense, all equipment and materials located on another's property.
3. Cooperation: Notwithstanding the termination of the Licenses under paragraph 4 above, the parties hereby agree that, from and after the date hereof, each shall (i) comply with any ongoing requirements of the New York State Department of Environmental Conservation applicable to their respective site, including, without limitation, all obligations contained in (x) that certain Brownfield Cleanup Agreement for Site No. C224300 dated as of March 2, 2020, as amended, and (y) that certain easement agreement required under Article 71, Title 36 of the New York State Environmental Conservation Law (a form of which is attached to each of the Site A Lease, Site B Lease and Site C Lease) to be recorded against each of the Site A Land, Site B Land and Site C Land (collectively, the "Brownfield Obligations"), and (ii) indemnify and hold harmless the other parties hereto from and against any losses, lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any breach or noncompliance with the Brownfield Obligations.
4. Work: The Building C Work shall be performed in accordance with good and workmanlike practices and in compliance with all laws. Building C Owner shall be solely responsible to obtain and pay for all permits and inspections relating to the work on such party's property.

5. Additional Licenses: The Parties acknowledge that if any additional licenses are required to accommodate the remediation or construction on any of the Site C Land, the Site A Land or the Site B Land, they agree to negotiate, in good faith, such licenses as are necessary or desirable.
6. Self-Help. In the event that any of Building A Owner, Building B Owner and Building C Owner do not comply with, or breach, the Brownfield Obligations, any of the other parties hereto shall provide an initial notice to the breaching party requesting that such party cure any non-compliance with, or breach of, the Brownfield Obligations, and, if such non-compliance with, or breach continues for an unreasonable time (not less than thirty (30) days) without such party curing during such period and/or diligently pursuing the same, any of the other parties hereto may (but shall not be required to), following (x) a written notice sent to the breaching party and (which notice shall have a heading in at least 14-point type, bold and all caps "FAILURE TO RESPOND SHALL RESULT IN THE EXERCISE OF SELF-HELP RIGHTS") and (y) the breaching party's failure to commence curing within five (5) days after receipt of such second notice, pay or perform any required Brownfield Obligations in accordance the provisions of this Lease and any applicable laws. All work performed by on behalf of a breaching party in accordance with this section 6 must be performed at a reasonable cost and rate, and in a good and workmanlike manner, and the breaching party shall reimburse any reasonable, actual, out of pocket costs expended in curing the breach or non-compliance with the Brownfield Obligations within thirty (30) days after Landlord's receipt of appropriate invoices and back-up documentation.
7. Insurance: Each Party being granted access hereunder shall procure and maintain in full force and effect general public liability insurance, property damage insurance and builder's risk against claims for personal injury, death or property damage occurring upon, in or about one another's property, such insurance to afford protection to the limit of customary and reasonable amounts for injury or death of a single person, for any one occurrence and for property damage. Such insurance shall be written for the benefit of each other party to this Agreement (including the Fee Owner, and Building C HDFC, as applicable). Each party shall provide the other with certificates of such insurance from time to time upon written request to evidence that such insurance is in force, which certificates shall provide that the same shall not be canceled without thirty (30) days' written notice to the other party.
8. Indemnification: For purposes of this Section 8:

The term "Building A Owner Parties" shall mean Building A Owner, and all of Building A Owner's lenders, members, investors, directors, trustees, agents, invitees and affiliate entities.

The term "Building B Owner Parties" shall mean Building B Owner, and all of Building B Owner's lenders, members, investors, directors, trustees, agents, invitees and affiliate entities.

The term "Building C Owner Parties" shall mean Building C Owner, Building C HDFC, and all of Building C Owner's lenders, members, investors, directors, trustees, agents, invitees and affiliate entities.

a. Building C Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Fee Owner, Building C HDFC, the Building A Owner Parties and the Building B Owner Parties, from and against all lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any act or omission of Building C Owner or any of the Building C Owner Parties with respect to the Building C Work performed, or the breach by Building C Owner of any provision of this Agreement. The indemnification set forth in this Paragraph 6a shall not extend to any claim, loss, damage or liability arising from or relating to the documented gross negligence, willful misconduct, or material breach of this Agreement by any of the Fee Owner, the Building A Owner Parties or the Building B Owner Parties. The indemnification set forth in this Paragraph 6a shall survive the expiration or earlier termination of this Agreement.

b. Building B Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Fee Owner, the Building A Owner Parties and the Building C Owner Parties, from and against all lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any act or omission of Building B Owner or any of the Building B Owner Parties with respect to the Building B Work performed, or the breach by Building B Owner of any provision of this Agreement. The indemnification set forth in this Paragraph 6b shall not extend to any claim, loss, damage or liability arising from or relating to the documented gross negligence, willful misconduct, or material breach of this Agreement by any of the Fee Owner, the Building A Owner Parties or the Building C Owner Parties. The indemnification set forth in this Paragraph 6b shall survive the expiration or earlier termination of this Agreement.

c. Building A Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Fee Owner, the Building B Owner Parties and the Building C Owner Parties, from and against all lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any act or omission of Building A Owner or any of the Building A Owner Parties with respect to the Building A Work performed, or the breach by Building A Owner of any provision of this Agreement. The indemnification set forth in this Paragraph 6c shall not extend to any claim, loss, damage or liability arising from or relating to the documented gross negligence, willful misconduct, or material breach of this Agreement by any of the Fee Owner, the Building B Owner Parties or the Building C Owner Parties. The indemnification set forth in this Paragraph 6c shall survive the expiration or earlier termination of this Agreement.

9. Standard of Care: Each of the parties hereto shall exercise all of its obligations set forth in this Agreement in a safe manner.
10. Not a Lease: This Agreement does not and shall not be deemed to, constitute a lease or conveyance of Property by Building C Owner, Building B Owner or Building A Owner to one another, or confer upon either any right, title, estate or interest in the other's property.

The parties do not intend to create, and this Agreement shall not be construed so as to create, a landlord-tenant relationship.

11. Choice of Law: This Agreement shall be governed by the laws of the State of New York without regard to its conflict of Law rules.
12. Entire Agreement; Amendments: This Agreement constitutes the entire agreement between parties and supersedes all prior written or oral agreements. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by both parties. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the party against whom the enforcement thereof is sought.
13. No Termination of License. Fee Owner hereby agrees that, in the event of the termination of the Site A Lease, the Site B Lease, or the Site C Lease, (a) the license granted by this Agreement shall not terminate, (b) all rights and obligations of the tenant under any terminated lease shall become obligations of the Fee Owner for the term of this Agreement, and (c) the Fee Owner shall succeed to the rights of the Site A Owner, Site B Owner or Site C Owner, as the case may be, under this Agreement. Fee Owner shall have the right to assign its obligations under this Agreement, in whole or in part, to any successor tenant of, as the case may be, the Site A Land, Site B Land or Site C Land.
14. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, executors, administrators and successors and assigns.
15. Enforceability: The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the License.
16. Counterparts; Authority: This Agreement may be executed in multiple counterparts each of which shall be an original and all of which, together, shall constitute one agreement. The persons signing this Agreement represent that they are duly authorized to execute this Agreement on behalf of the Building C Owner and the Overall Tenant, respectively, and with full force and binding effect upon such party. The exchange of signature pages by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
17. Recitals. The recitals are hereby incorporated herein by this reference as a substantive part of this Agreement.
18. Insurance Coverage. Building C Owner shall be required to maintain such insurance throughout the term of this Agreement as is required by the Site C Lease and that certain [HDC First Building Loan Leasehold Mortgage], Assignment of Leases and Rents and Security Agreement, made from Building C Owner to The New York City Housing Development Corporation, dated as of the date hereof and to be recorded (the "Mortgage"). Building A Owner shall be required to maintain such insurance as is required by the Site A Lease throughout the term of this Agreement. Building B Owner shall be required to



maintain such insurance as is required by the Site B Lease throughout the term of this Agreement.

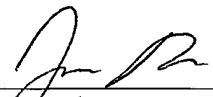
19. HDFC. Notwithstanding anything herein to the contrary, Building C Owner, Building A Owner, Building B Owner and Fee Owner acknowledge that the Building C HDFC is executing this Agreement for the sole purpose of encumbering its interest in the Site C Land, and that all obligations related to Site C Land and Building C Work are the responsibility of Building C Owner.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**BUILDING C OWNER:**

**RED HOOK BUILDING C OWNER LLC**, a  
New York limited liability company


By: Red Hook Building C MM LLC, its  
managing member

By:   
Name: Joel Braver  
Title: Authorized Signatory

**RED HOOK BUILDING C LIHTC LLC**, a New  
York limited liability company

By: Red Hook Building Owner LLC, its sole  
member

By: Red Hook Building C MM LLC, its  
managing member


By:   
Name: Joel Braver  
Title: Authorized Signatory

COUNTY OF NEW YORK )

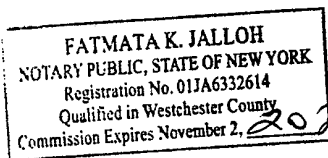
) ss:

STATE OF NEW YORK )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



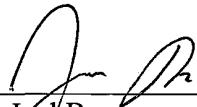
Notary Public



**BUILDING B OWNER:**

**RED HOOK BUILDING B OWNER LLC**, a  
New York limited liability company

By: Red Hook Building C Developer LLC, its  
sole member

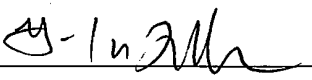
By:   
Name: Joel Braver  
Title: Authorized Signatory

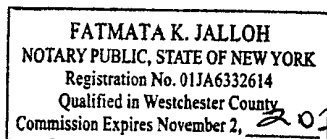
COUNTY OF NEW YORK )

) ss:

STATE OF NEW YORK )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



**BUILDING A OWNER:**

**RED HOOK BUILDING A OWNER LLC**, a  
New York limited liability company

By: Red Hook Building C Developer LLC, its  
sole member

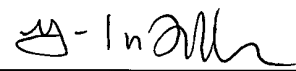
By:   
Name: Joel Braver  
Title: Authorized Signatory

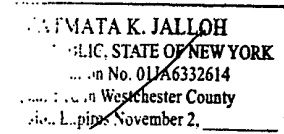
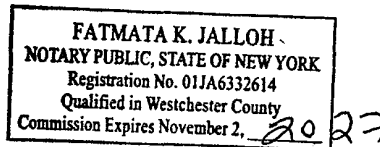
COUNTY OF NEW YORK )

) ss:

STATE OF NEW YORK )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



**JERICO RED HOOK BUILDING C  
HOUSING DEVELOPMENT FUND  
CORPORATION**, a New York not-for-profit  
corporation

By: \_\_\_\_\_

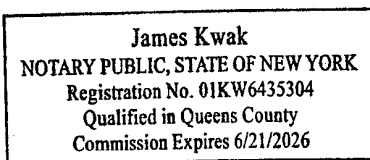
Name: Victoria Lyon

Title: Authorized Signatory

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

On the 31<sup>st</sup> day of December in the year 2024, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

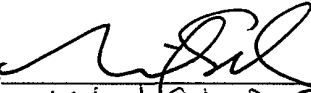
  
\_\_\_\_\_  
Notary Public



Consented to with respect to Section 12:

**FEE OWNER:**

498-516 Columbia Street LLC

By:   
Name: Michael Schreiber  
Title: member

COUNTY OF NEW YORK )

) ss:

STATE OF NEW YORK )

On the 18 day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Schreiber 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/~~she~~ executed the same in his/~~her~~ capacities, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

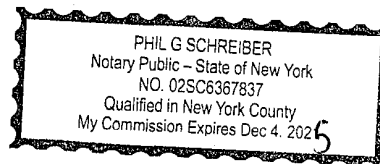






EXHIBIT A-1  
SITE C LAND  
Block 599, LOT 3

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

BEGINNING at the corner formed by the intersection of the southerly side of Lorraine Street with the westerly side of Columbia Street;

RUNNING thence southerly along Columbia Street, 200 feet to Creamer Street;

THENCE westerly along Creamer Street, 345 feet to a point;

THENCE northerly and parallel with Columbia Street, 119 feet 4 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE along Lorraine Street, 199 feet 6 inches to Columbia Street and the point or place of BEGINNING.

Exhibit A-2

Site B Land

**Block 579, Lot 2**

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

BEGINNING at a point on the southerly side of Lorraine Street, 155 feet east of the intersection of the southerly side of Lorraine Street with the easterly side of Otsego Street;

RUNNING thence southerly and parallel with Columbia Street, 80 feet 8 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE westerly along Lorraine Street, 145 feet 6 inches to the point or place of BEGINNING.

Exhibit A-3

Site A Land

**Block 579, Lot 1**

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 Lorraine Street with the easterly side of Otsego Street;

RUNNING thence southerly along Otsego Street, 200 feet to Creamer Street;

THENCE easterly along Creamer Street, 155 feet to a point;

THENCE northerly and parallel with Otsego Street, 200 feet to Lorraine Street;

THENCE westerly along Lorraine Street, 155 feet to the point or place of BEGINNING.

**ACCESS AND COOPERATION AGREEMENT**

by and among

**RED HOOK BUILDING A OWNER LLC,**

**RED HOOK BUILDING B OWNER LLC,**

**RED HOOK BUILDING C OWNER LLC**

**RED HOOK BUILDING C LIHTC LLC**

and

**498-516 COLUMBIA STREET LLC**

as Fee Owner

---

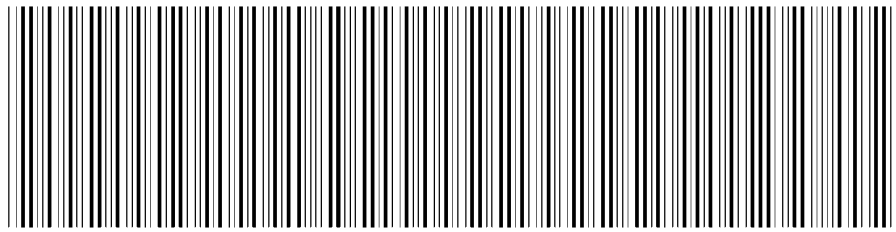
498 Columbia Street  
Brooklyn, New York  
Block 579, Lots 1,2 and 3

---

Record and Return to:

Hirschen Singer & Epstein LLP  
902 Broadway, 13<sup>th</sup> Floor  
New York, New York 10010  
Attention: Russell A. Kivler, Esq.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024122600827017  
Document Type: LICENSE

Document Date: 12-19-2024

Preparation Date: 12-27-2024

ASSOCIATED TAX FORM ID: 2024121900104

SUPPORTING DOCUMENTS SUBMITTED:

Page Count  
1

RP - 5217 REAL PROPERTY TRANSFER REPORT

**LICENSE AND COOPERATION AGREEMENT**  
(Columbia Commons)

This License and Cooperation Agreement (this "Agreement") dated as of December 19, 2024 is made by and among **JERICO RED HOOK BUILDING C HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation formed pursuant to Article XI of the New York State Private Housing Finance Law ("Building C HDFC") having its office 245 West 29th Street, Suite 902, New York, New York 10001, **RED HOOK BUILDING C OWNER LLC**, a New York limited liability company (the "Building C Company") having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, **RED HOOK BUILDING C LIHTC LLC**, a New York limited liability company (the "Building C LIHTC Company"; and collectively with the Building C Company, "Building C Owner") having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, **RED HOOK BUILDING B OWNER LLC**, a New York limited liability company (the "Building B Owner"), having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, and **RED HOOK BUILDING A OWNER LLC**, a New York limited liability company (the "Building A Owner"), having an office at 144 Spencer Street, Suite 612, Brooklyn New York 11205, and **498-516 COLUMBIA STREET LLC**, a Delaware limited liability company ("Fee Owner") having an office at c/o Royal Farms, Inc., 420 Madison Avenue, Suite 301, New York, New York 10017.

**WITNESSETH:**

**WHEREAS**, Fee Owner is the owner of the fee simple interest in that certain real property located at 498-516 Columbia Street and 21-39 Otsego Street, Brooklyn, New York and designated on the Tax Map of Kings County as Block 579, former Lot 1 (the "Property"); and

**WHEREAS**, pursuant to that certain Ground Lease, dated as of December 18, 2018, by and between Fee Owner and BH Ruth Red Hook LLC ("Original Tenant"), as amended by that certain First Amendment to Ground Lease dated as of June 19, 2019, and that certain Second Amendment to Ground Lease dated as of December 29, 2021, Fee Owner demised the Property to Original Tenant (the "Ground Lease") and, then, pursuant to that certain Assignment and Assumption of Lease, dated as of January 21, 2022, Original Tenant assigned the existing Ground Lease (as so amended and assigned, the "Overall Ground Lease") to Columbia SF LLC, a New York limited liability company ("Overall Tenant").

**WHEREAS**, pursuant to a certain Partial Assignment and Assumption of Lease, dated as of the date hereof (the "Site C Assignment"), the Overall Tenant partially assigned the demise of the Overall Ground Lease with respect to the portion of the Original Premises now known as 498 Columbia Street, Brooklyn, New York, Block 579, Lot 3, as more particularly described in Exhibit A-1 (the "Site C Land") to Building C HDFC; and

**WHEREAS**, simultaneously with the execution of the Site C Assignment, the Building C HDFC and the Building C Company entered into that certain Declaration of Interest and Nominee Agreement ("Site C Nominee"), dated as of the date hereof, pursuant to which Building C HDFC holds the record leasehold estate in the Site C Land and the Building C Company holds the beneficial leasehold estate in the Site C Land; and

**WHEREAS**, Fee Owner, as landlord, and the Building C Company and the Building C HDFC, together, as tenant, entered into that certain Amended and Restated Ground Lease severing, amending, and restating the terms and conditions of the demise of the Site C Land (the "Site C Lease"); and

**WHEREAS**, simultaneously with the execution of the Site C Nominee, Building C Company entered into that certain Master Sub-Lease, as sublandlord, with respect to a portion of the Site C Land and improvements to be built thereon (the "Building C Master Sub-Lease") with the Building C LIHTC Owner; and

**WHEREAS**, simultaneously with the execution of the Site C Nominee, the Building C HDFC and the Building C LIHTC Company entered into that certain springing Declaration of Interest and Nominee Agreement (the "Building C LIHTC Nominee"), pursuant to which the Building C LIHTC Company will obtain the equitable and beneficial interest in the portion of the Site C Land and improvements to be built thereon demised under the Building C Master Sub-Lease upon its termination in accordance with certain conditions set forth therein; and

**WHEREAS**, pursuant to a certain Partial Assignment and Assumption of Lease, dated as of the date hereof (the "Site B Assignment"), the Overall Tenant partially assigned the demise of the Overall Ground Lease with respect to the portion of the Original Premises now known as 498 Columbia Street, Brooklyn, New York, Block 579, Lot 2, as more particularly described in Exhibit A-2 (the "Site B Land"); to Building B Owner; and

**WHEREAS**, Fee Owner and the Building B Owner entered into that certain Amended and Restated Ground Lease severing, amending, and restating the terms and conditions of the demise of the Site B Land (the "Site B Lease"); and

**WHEREAS**, pursuant to a certain Partial Assignment and Assumption of Lease, dated as of the date hereof (the "Site A Assignment"), the Overall Tenant partially assigned the demise of the Overall Ground Lease with respect to the portion of the Original Premises now known as 498 Columbia Street, Brooklyn, New York, Block 579, Lot 1, as more particularly described in Exhibit A-3 (the "Site A Land") to Building A Owner; and

**WHEREAS**, Fee Owner and the Building A Owner entered into that certain Amended and Restated Ground Lease severing, amending, and restating the terms and conditions of the demise of the Site A Land (the "Site A Lease"); and

**WHEREAS**, as part of the construction being performed by the Building C Owner on the Site C Land, Building C Owner desires to obtain access over the Site A Land and Site B Land for the purpose of facilitating the construction and development of one (1) mixed-use building ("Building C") anticipated to contain approximately 371 apartments (inclusive of one superintendent's unit), approximately 1,076 gross square feet of community facility space and approximately 10 ancillary parking spaces and other improvements related thereto, including, without limitation, all work required by the New York State Department of Environmental Conservation ("DEC") for of the Site A Land, the Site B Land, and the Site C Land, which

collectively comprise DEC Site No. C224300 in order to comply with the Brownfield Cleanup Program (collectively, the "Building C Work").

**NOW THEREFORE**, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is hereby agreed by and between the undersigned parties as follows:

1. Grant of License from Building A Owner and Building B Owner to Building C Owner: Provided that Building C Owner complies with its obligations under this Agreement, each of Building A Owner and Building B Owner hereby grants to Building C Owner, its successors and/or assigns, and their respective engineers and/or architects, developers, construction managers, contractors, subcontractors and all those necessary to perform the Building C Work (the "Building C Construction Team"), and Building C Owner hereby accepts from each of Building A Owner and Building B Owner, on its own behalf and on behalf of its successors and/or assigns, a non-exclusive license (the "Building C License") to enter and use the Site A Land and the Site B Land, respectively, for the purpose of performing, at its sole cost and expense, the Building C Work, but only to the extent necessary for the performance of the Building C Work. All Building C Work performed on the Site A Land or the Site B Land will be performed in accordance with the Building Code of New York City (the "Code") and other applicable laws (collectively, "Applicable Law").
2. Term: The term of the License (the "Term") shall commence on the date hereof and, with respect to any construction or staging work, expire upon the latest of the date that (i) Building A obtains a TCO, (ii) Building B obtains a TCO, (iii) Building C obtains a TCO. Upon the expiration of the Term, each of Building C Owner, Building B Owner and Building A Owner respectively, will remove, at such party's sole cost and expense, all equipment and materials located on another's property.
3. Cooperation: Notwithstanding the termination of the Licenses under paragraph 4 above, the parties hereby agree that, from and after the date hereof, each shall (i) comply with any ongoing requirements of the New York State Department of Environmental Conservation applicable to their respective site, including, without limitation, all obligations contained in (x) that certain Brownfield Cleanup Agreement for Site No. C224300 dated as of March 2, 2020, as amended, and (y) that certain easement agreement required under Article 71, Title 36 of the New York State Environmental Conservation Law (a form of which is attached to each of the Site A Lease, Site B Lease and Site C Lease) to be recorded against each of the Site A Land, Site B Land and Site C Land (collectively, the "Brownfield Obligations"), and (ii) indemnify and hold harmless the other parties hereto from and against any losses, lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any breach or noncompliance with the Brownfield Obligations.
4. Work: The Building C Work shall be performed in accordance with good and workmanlike practices and in compliance with all laws. Building C Owner shall be solely responsible to obtain and pay for all permits and inspections relating to the work on such party's property.



5. Additional Licenses: The Parties acknowledge that if any additional licenses are required to accommodate the remediation or construction on any of the Site C Land, the Site A Land or the Site B Land, they agree to negotiate, in good faith, such licenses as are necessary or desirable.
6. Self-Help. In the event that any of Building A Owner, Building B Owner and Building C Owner do not comply with, or breach, the Brownfield Obligations, any of the other parties hereto shall provide an initial notice to the breaching party requesting that such party cure any non-compliance with, or breach of, the Brownfield Obligations, and, if such non-compliance with, or breach continues for an unreasonable time (not less than thirty (30) days) without such party curing during such period and/or diligently pursuing the same, any of the other parties hereto may (but shall not be required to), following (x) a written notice sent to the breaching party and (which notice shall have a heading in at least 14-point type, bold and all caps "FAILURE TO RESPOND SHALL RESULT IN THE EXERCISE OF SELF-HELP RIGHTS") and (y) the breaching party's failure to commence curing within five (5) days after receipt of such second notice, pay or perform any required Brownfield Obligations in accordance the provisions of this Lease and any applicable laws. All work performed by on behalf of a breaching party in accordance with this section 6 must be performed at a reasonable cost and rate, and in a good and workmanlike manner, and the breaching party shall reimburse any reasonable, actual, out of pocket costs expended in curing the breach or non-compliance with the Brownfield Obligations within thirty (30) days after Landlord's receipt of appropriate invoices and back-up documentation.
7. Insurance: Each Party being granted access hereunder shall procure and maintain in full force and effect general public liability insurance, property damage insurance and builder's risk against claims for personal injury, death or property damage occurring upon, in or about one another's property, such insurance to afford protection to the limit of customary and reasonable amounts for injury or death of a single person, for any one occurrence and for property damage. Such insurance shall be written for the benefit of each other party to this Agreement (including the Fee Owner, and Building C HDFC, as applicable). Each party shall provide the other with certificates of such insurance from time to time upon written request to evidence that such insurance is in force, which certificates shall provide that the same shall not be canceled without thirty (30) days' written notice to the other party.
8. Indemnification: For purposes of this Section 8:

The term "Building A Owner Parties" shall mean Building A Owner, and all of Building A Owner's lenders, members, investors, directors, trustees, agents, invitees and affiliate entities.

The term "Building B Owner Parties" shall mean Building B Owner, and all of Building B Owner's lenders, members, investors, directors, trustees, agents, invitees and affiliate entities.

The term "Building C Owner Parties" shall mean Building C Owner, Building C HDFC, and all of Building C Owner's lenders, members, investors, directors, trustees, agents, invitees and affiliate entities.

a. Building C Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Fee Owner, Building C HDFC, the Building A Owner Parties and the Building B Owner Parties, from and against all lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any act or omission of Building C Owner or any of the Building C Owner Parties with respect to the Building C Work performed, or the breach by Building C Owner of any provision of this Agreement. The indemnification set forth in this Paragraph 6a shall not extend to any claim, loss, damage or liability arising from or relating to the documented gross negligence, willful misconduct, or material breach of this Agreement by any of the Fee Owner, the Building A Owner Parties or the Building B Owner Parties. The indemnification set forth in this Paragraph 6a shall survive the expiration or earlier termination of this Agreement.

b. Building B Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Fee Owner, the Building A Owner Parties and the Building C Owner Parties, from and against all lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any act or omission of Building B Owner or any of the Building B Owner Parties with respect to the Building B Work performed, or the breach by Building B Owner of any provision of this Agreement. The indemnification set forth in this Paragraph 6b shall not extend to any claim, loss, damage or liability arising from or relating to the documented gross negligence, willful misconduct, or material breach of this Agreement by any of the Fee Owner, the Building A Owner Parties or the Building C Owner Parties. The indemnification set forth in this Paragraph 6b shall survive the expiration or earlier termination of this Agreement.

c. Building A Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Fee Owner, the Building B Owner Parties and the Building C Owner Parties, from and against all lawsuits, actions, losses, costs, violations, claims, damages, liabilities and expenses arising out of or in connection with any act or omission of Building A Owner or any of the Building A Owner Parties with respect to the Building A Work performed, or the breach by Building A Owner of any provision of this Agreement. The indemnification set forth in this Paragraph 6c shall not extend to any claim, loss, damage or liability arising from or relating to the documented gross negligence, willful misconduct, or material breach of this Agreement by any of the Fee Owner, the Building B Owner Parties or the Building C Owner Parties. The indemnification set forth in this Paragraph 6c shall survive the expiration or earlier termination of this Agreement.

9. Standard of Care: Each of the parties hereto shall exercise all of its obligations set forth in this Agreement in a safe manner.
10. Not a Lease: This Agreement does not and shall not be deemed to, constitute a lease or conveyance of Property by Building C Owner, Building B Owner or Building A Owner to one another, or confer upon either any right, title, estate or interest in the other's property.

The parties do not intend to create, and this Agreement shall not be construed so as to create, a landlord-tenant relationship.

11. Choice of Law: This Agreement shall be governed by the laws of the State of New York without regard to its conflict of Law rules.
12. Entire Agreement; Amendments: This Agreement constitutes the entire agreement between parties and supersedes all prior written or oral agreements. This Agreement may not be modified, amended or discharged except by an instrument in writing signed by both parties. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the party against whom the enforcement thereof is sought.
13. No Termination of License. Fee Owner hereby agrees that, in the event of the termination of the Site A Lease, the Site B Lease, or the Site C Lease, (a) the license granted by this Agreement shall not terminate, (b) all rights and obligations of the tenant under any terminated lease shall become obligations of the Fee Owner for the term of this Agreement, and (c) the Fee Owner shall succeed to the rights of the Site A Owner, Site B Owner or Site C Owner, as the case may be, under this Agreement. Fee Owner shall have the right to assign its obligations under this Agreement, in whole or in part, to any successor tenant of, as the case may be, the Site A Land, Site B Land or Site C Land.
14. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, executors, administrators and successors and assigns.
15. Enforceability: The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the License.
16. Counterparts; Authority: This Agreement may be executed in multiple counterparts each of which shall be an original and all of which, together, shall constitute one agreement. The persons signing this Agreement represent that they are duly authorized to execute this Agreement on behalf of the Building C Owner and the Overall Tenant, respectively, and with full force and binding effect upon such party. The exchange of signature pages by facsimile or Portable Document Format ("PDF") transmission shall constitute effective delivery of such signature pages. Signatures of the parties transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
17. Recitals. The recitals are hereby incorporated herein by this reference as a substantive part of this Agreement.
18. Insurance Coverage. Building C Owner shall be required to maintain such insurance throughout the term of this Agreement as is required by the Site C Lease and that certain [HDC First Building Loan Leasehold Mortgage], Assignment of Leases and Rents and Security Agreement, made from Building C Owner to The New York City Housing Development Corporation, dated as of the date hereof and to be recorded (the "Mortgage"). Building A Owner shall be required to maintain such insurance as is required by the Site A Lease throughout the term of this Agreement. Building B Owner shall be required to

maintain such insurance as is required by the Site B Lease throughout the term of this Agreement.

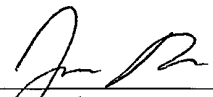
19. HDFC. Notwithstanding anything herein to the contrary, Building C Owner, Building A Owner, Building B Owner and Fee Owner acknowledge that the Building C HDFC is executing this Agreement for the sole purpose of encumbering its interest in the Site C Land, and that all obligations related to Site C Land and Building C Work are the responsibility of Building C Owner.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**BUILDING C OWNER:**

**RED HOOK BUILDING C OWNER LLC**, a  
New York limited liability company


By: Red Hook Building C MM LLC, its  
managing member

By:   
Name: Joel Braver  
Title: Authorized Signatory

**RED HOOK BUILDING C LIHTC LLC**, a New  
York limited liability company

By: Red Hook Building Owner LLC, its sole  
member

By: Red Hook Building C MM LLC, its  
managing member


By:   
Name: Joel Braver  
Title: Authorized Signatory

COUNTY OF NEW YORK )

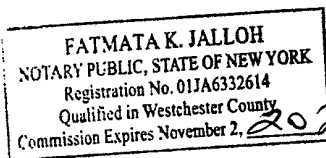
) ss:

STATE OF NEW YORK )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



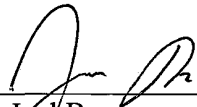
Notary Public



**BUILDING B OWNER:**

**RED HOOK BUILDING B OWNER LLC**, a  
New York limited liability company

By: Red Hook Building C Developer LLC, its  
sole member


By:   
Name: Joel Braver  
Title: Authorized Signatory

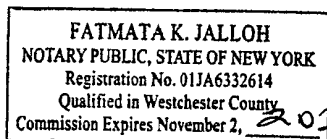
COUNTY OF NEW YORK )

) ss:

STATE OF NEW YORK )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



**BUILDING A OWNER:**

**RED HOOK BUILDING A OWNER LLC**, a  
New York limited liability company

By: Red Hook Building C Developer LLC, its  
sole member

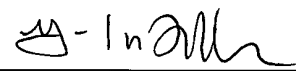
By:   
Name: Joel Braver  
Title: Authorized Signatory

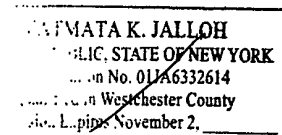
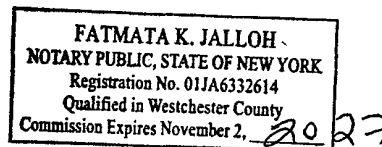
COUNTY OF NEW YORK )

) ss:

STATE OF NEW YORK )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public





**JERICO RED HOOK BUILDING C  
HOUSING DEVELOPMENT FUND  
CORPORATION**, a New York not-for-profit  
corporation

By: \_\_\_\_\_

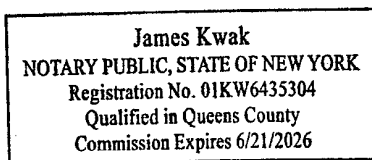
Name: Victoria Lyon

Title: Authorized Signatory

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

On the 31<sup>st</sup> day of December in the year 2024, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

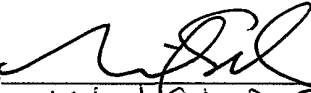
  
\_\_\_\_\_  
Notary Public



Consented to with respect to Section 12:

**FEE OWNER:**

498-516 Columbia Street LLC

By:   
Name: Michael Schreiber  
Title: member

COUNTY OF NEW YORK )

) ss:

STATE OF NEW YORK )

On the 18 day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Schreiber 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/~~she~~ executed the same in his/~~her~~ capacities, and that by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

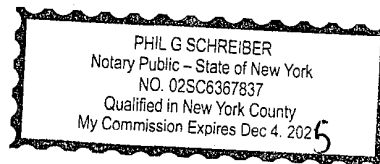




EXHIBIT A-1  
SITE C LAND  
Block 599, LOT 3

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

BEGINNING at the corner formed by the intersection of the southerly side of Lorraine Street with the westerly side of Columbia Street;

RUNNING thence southerly along Columbia Street, 200 feet to Creamer Street;

THENCE westerly along Creamer Street, 345 feet to a point;

THENCE northerly and parallel with Columbia Street, 119 feet 4 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE along Lorraine Street, 199 feet 6 inches to Columbia Street and the point or place of BEGINNING.

Exhibit A-2

Site B Land

**Block 579, Lot 2**

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

BEGINNING at a point on the southerly side of Lorraine Street, 155 feet east of the intersection of the southerly side of Lorraine Street with the easterly side of Otsego Street;

RUNNING thence southerly and parallel with Columbia Street, 80 feet 8 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE westerly along Lorraine Street, 145 feet 6 inches to the point or place of BEGINNING.

Exhibit A-3

Site A Land

**Block 579, Lot 1**

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 Lorraine Street with the easterly side of Otsego Street;

RUNNING thence southerly along Otsego Street, 200 feet to Creamer Street;

THENCE easterly along Creamer Street, 155 feet to a point;

THENCE northerly and parallel with Otsego Street, 200 feet to Lorraine Street;

THENCE westerly along Lorraine Street, 155 feet to the point or place of BEGINNING.

**ACCESS AND COOPERATION AGREEMENT**

by and among

**RED HOOK BUILDING A OWNER LLC,**

**RED HOOK BUILDING B OWNER LLC,**

**RED HOOK BUILDING C OWNER LLC**

**RED HOOK BUILDING C LIHTC LLC**

and

**498-516 COLUMBIA STREET LLC**

as Fee Owner

---

498 Columbia Street  
Brooklyn, New York  
Block 579, Lots 1,2 and 3

---

Record and Return to:

Hirschen Singer & Epstein LLP  
902 Broadway, 13<sup>th</sup> Floor  
New York, New York 10010  
Attention: Russell A. Kivler, Esq.

## **Exhibit B to BCA Amendment No. 2:**

### **Supporting Documents to Add Lessees**

- i. Red Hook Building A Owner LLC
- ii. Red Hook Building B Owner LLC
- iii. Red Hook Building C Owner LLC
- iv. Red Hook Building C LIHTC LLC
- v. Jericho Red Hook Building C Housing Development Fund Corporation



# **Exhibit B-1:**

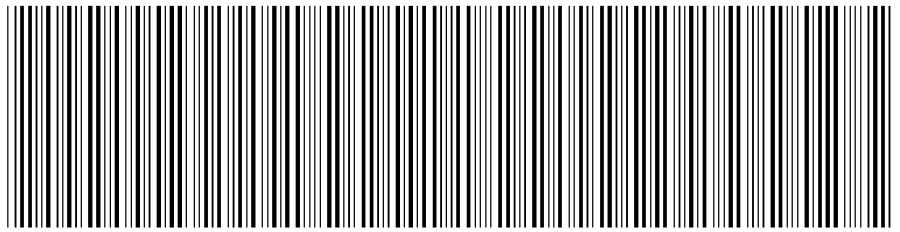
## **Recorded Memorandum of Ground Lease**

Red Hook Building A Owner LLC

New Lot 1

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 6

Document ID: 2024122600466002

Document Date: 12-19-2024

Preparation Date: 12-27-2024

Document Type: MEMORANDUM OF LEASE

Document Page Count: 5

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306^ACRS-50126  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

CHRISTINE COLETTA, ESQ.  
HIRSCHEN SINGER & EPSTEIN  
902 BROADWAY, 13TH FLOOR  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	579	1	Entire Lot	N/A OTSEGO STREET
Property Type: NON-RESIDENTIAL VACANT LAND				

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

LESSOR:

498-516 COLUMBIA STREET, LLC  
C/O ROYAL FARMS, INC., 420 MADISON AVENUE,  
SUITE 301  
NEW YORK, NY 10017

LESSEE:

RED HOOK BUILDING A OWNER LLC  
C/O EXPRESS BUILDERS, 144 SPENCER STREET,  
UNIT 612  
BROOKLYN, NY 11205

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: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

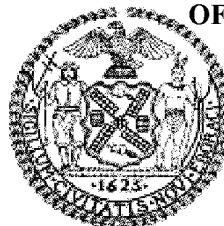
RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 12-31-2024 12:28

City Register File No.(CRFN):

2024000339998



*Christine Coletta*

City Register Official Signature

MEMORANDUM OF  
AMENDED AND RESTATED GROUND LEASE  
(Site A)

This MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE (Site A) (this "**Memorandum**"), dated as of December 19th, 2024, is by and between 498-516 COLUMBIA STREET, LLC, a Delaware limited liability company, having an address at c/o Royal Farms, Inc., 420 Madison Avenue, Suite 301, New York, New York 10017, as landlord ("**Landlord**") and Red Hook Building A Owner LLC, a New York limited liability company, having an address c/o Express Builders 144 Spencer Street, Unit 612, Brooklyn, New York 11205 (the "**Tenant**").

Landlord and Tenant hereby acknowledge the following:

1. Lease.

Landlord and Tenant have, on the date hereof (the "**Execution Date**"), severed, assigned, amended and restated that certain Ground Lease, dated as of December 18, 2018 (the "**Original Ground Lease**") for premises located at 498-516 Columbia Street and 21-39 Otsego Street, Brooklyn, New York and known as on the Tax Map of the City of New York, County of Kings as Block 579, Lot 1 (the "**Original Premises**") pursuant to a certain Amended and Restated Ground Lease, which demises a portion of Landlord's interest in the Original Premises to Tenant, dated as of December 19, 2024 (the "A&R Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the A&R Lease.

2. Commencement Date

December 18, 2018 (the "**Commencement Date**")

3. Name and Address of Landlord

498-516 Columbia Street, LLC  
c/o Royal Farms, Inc.  
420 Madison Avenue, Suite 301  
New York, New York 10017

4. Name and Address of Tenant

Red Hook Building A Owner LLC  
c/o Express Builders  
144 Spencer Street, Unit 612  
Brooklyn, New York 11205

5. Description of Leased Premises in the Form Contained in the A&R Lease

The "Premises" consist of that certain real property located at 498 Columbia Street, Brooklyn, New York, and identified on the New York City Tax Map for the Borough of Kings as

Block 579, Lot 1, which real property is more particularly described on Schedule A attached hereto.

6. Term of A&R Lease

The term of the A&R Lease is to commence on the Execution Date and to terminate on December 18, 2123 (the "Fixed Expiration Date"), unless sooner terminated in accordance with the terms and provisions of the A&R Lease.

7. Purchase Option

Tenant has the right to purchase the Premises, which right shall be exercised within a period of time that is stated in the A&R Lease, subject to the terms set forth in the A&R Lease.

8. Counterparts.

This Memorandum may be executed in one or more counterparts, each such counterpart being deemed an original hereof and all such counterparts taken together constituting one and the same instrument.

9. Terms of A&R Lease Govern

This Memorandum is intended solely to summarize certain of the provisions of the A&R Lease, for filing purposes only, in compliance with the provisions of Article 9 of the Real Property Law of the State of New York. This Memorandum is not intended to modify, amend, supplement or otherwise add to any of the terms, conditions and provisions of the A&R Lease and, in the event of any inconsistencies between the provisions of the A&R Lease and this Memorandum, the provisions of the A&R Lease will prevail.

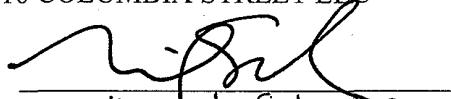
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

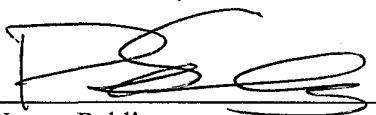
498-516 COLUMBIA STREET LLC

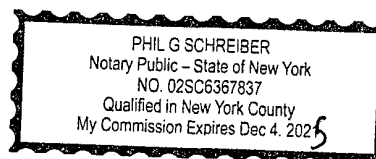
By:

  
Name: Michael Schreiber  
Title: Member

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

On the 18 day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Schreiber, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



TENANT:

**RED HOOK BUILDING A OWNER LLC**, a New York  
limited liability company

By: Red Hook Building C Developer LLC, its sole  
member

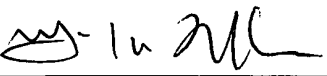
By: \_\_\_\_\_

Name: Joel Braver

Title: Authorized Signatory

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

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

FATMATA K. JALLOH  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 011A6332614  
Qualified in Westchester County  
Commission Expires November 2, 2027

**SCHEDULE A  
TO  
MEMORANDUM OF LEASE  
DESCRIPTION OF PREMISES**

**Block 579, Lot 1**

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 Lorraine Street with the easterly side of Otsego Street;

RUNNING thence southerly along Otsego Street, 200 feet to Creamer Street;

THENCE easterly along Creamer Street, 155 feet to a point;

THENCE northerly and parallel with Otsego Street, 200 feet to Lorraine Street;

THENCE westerly along Lorraine Street, 155 feet to the point or place of BEGINNING.

## **Exhibit B-2:**

### Recorded Memorandum of Ground Lease

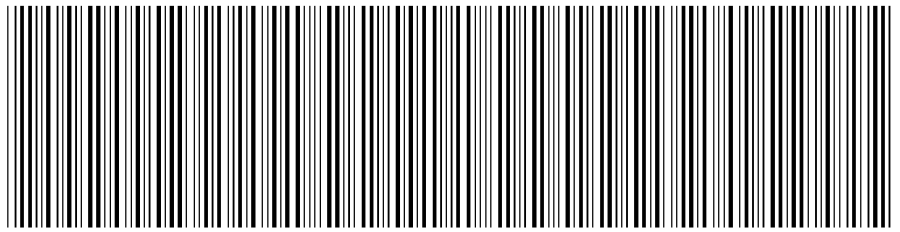
Red Hook Building B Owner LLC

New Lot 2



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.



2024122600466004001E90CA

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2024122600466004

Document Date: 12-19-2024

Preparation Date: 12-27-2024

Document Type: MEMORANDUM OF LEASE

Document Page Count: 5

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306^ACRS-50126  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

CHRISTINE COLETTA, ESQ.  
HIRSCHEN SINGER & EPSTEIN  
902 BROADWAY, 13TH FLOOR  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	579	2	Entire Lot	N/A LORRAINE STREET
Property Type: NON-RESIDENTIAL VACANT LAND				

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

LESSOR:

498-516 COLUMBIA STREET, LLC  
C/O ROYAL FARMS, INC., 420 MADISON AVENUE,  
SUITE 301  
NEW YORK, NY 10017

LESSEE:

RED HOOK BUILDING B OWNER LLC  
C/O EXPRESS BUILDERS, 144 SPENCER STREET,  
UNIT 612  
BROOKLYN, NY 11205

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: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

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 12-31-2024 12:28

City Register File No.(CRFN):

2024000340000



*Christine Coletta*

City Register Official Signature

MEMORANDUM OF  
AMENDED AND RESTATED GROUND LEASE  
(Site B)

This MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE (Site B) (this "**Memorandum**"), dated as of December 19th, 2024, is by and between 498-516 COLUMBIA STREET, LLC, a Delaware limited liability company, having an address at c/o Royal Farms, Inc., 420 Madison Avenue, Suite 301, New York, New York 10017, as landlord ("**Landlord**") and Red Hook Building B Owner LLC, a New York limited liability company, having an address c/o Express Builders 144 Spencer Street, Unit 612, Brooklyn, New York 11205 (the "**Tenant**").

Landlord and Tenant hereby acknowledge the following:

1. Lease.

Landlord and Tenant have, on the date hereof (the "**Execution Date**"), severed, assigned, amended and restated that certain Ground Lease, dated as of December 18, 2018 (the "**Original Ground Lease**") for premises located at 498-516 Columbia Street and 21-39 Otsego Street, Brooklyn, New York and known as on the Tax Map of the City of New York, County of Kings as Block 579, Lot 1 (the "**Original Premises**") pursuant to a certain Amended and Restated Ground Lease, which demises a portion of Landlord's interest in the Original Premises to Tenant, dated as of December 19, 2024 (the "**A&R Lease**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the A&R Lease.

2. Commencement Date

December 18, 2018 (the "**Commencement Date**")

3. Name and Address of Landlord

498-516 Columbia Street, LLC  
c/o Royal Farms, Inc.  
420 Madison Avenue, Suite 301  
New York, New York 10017

4. Name and Address of Tenant

Red Hook Building B Owner LLC  
c/o Express Builders  
144 Spencer Street, Unit 612  
Brooklyn, New York 11205

5. Description of Leased Premises in the Form Contained in the A&R Lease

The "**Premises**" consist of that certain real property located at 498 Columbia Street, Brooklyn, New York, and identified on the New York City Tax Map for the Borough of Kings as

Block 579, Lot 2, which real property is more particularly described on Schedule A attached hereto.

6. Term of A&R Lease

The term of the A&R Lease is to commence on the Execution Date and to terminate on December 18, 2123 (the "Fixed Expiration Date"), unless sooner terminated in accordance with the terms and provisions of the A&R Lease.

7. Purchase Option

Tenant has the right to purchase the Premises, which right shall be exercised within a period of time that is stated in the A&R Lease, subject to the terms set forth in the A&R Lease.

8. Counterparts.

This Memorandum may be executed in one or more counterparts, each such counterpart being deemed an original hereof and all such counterparts taken together constituting one and the same instrument.

9. Terms of A&R Lease Govern

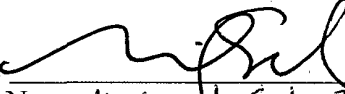
This Memorandum is intended solely to summarize certain of the provisions of the A&R Lease, for filing purposes only, in compliance with the provisions of Article 9 of the Real Property Law of the State of New York. This Memorandum is not intended to modify, amend, supplement or otherwise add to any of the terms, conditions and provisions of the A&R Lease and, in the event of any inconsistencies between the provisions of the A&R Lease and this Memorandum, the provisions of the A&R Lease will prevail.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Lease as of the day and year first above written.

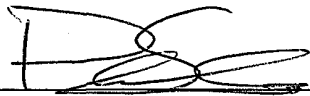
LANDLORD:

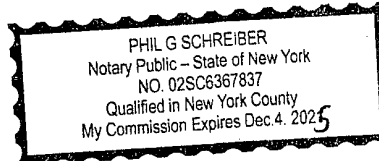
498-516 COLUMBIA STREET LLC

By:   
Name: Michael Schreiber  
Title Member

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

On the 18 day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Schreiber, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


  
Notary Public



TENANT:

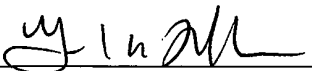
**RED HOOK BUILDING B OWNER LLC**, a New York  
limited liability company

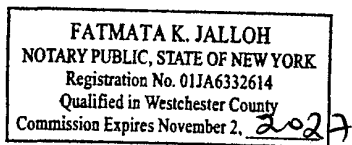
By: Red Hook Building C Developer LLC, its sole  
member

By:   
Name: Joel Braver  
Title: Authorized Signatory

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

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public



**SCHEDULE A  
TO  
MEMORANDUM OF LEASE  
DESCRIPTION OF PREMISES**

**Block 579, Lot 2**

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

BEGINNING at a point on the southerly side of Lorraine Street, 155 feet east of the intersection of the southerly side of Lorraine Street with the easterly side of Otsego Street;

RUNNING thence southerly and parallel with Columbia Street, 80 feet 8 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE westerly along Lorraine Street, 145 feet 6 inches to the point or place of BEGINNING.

# **Exhibit B-3:**

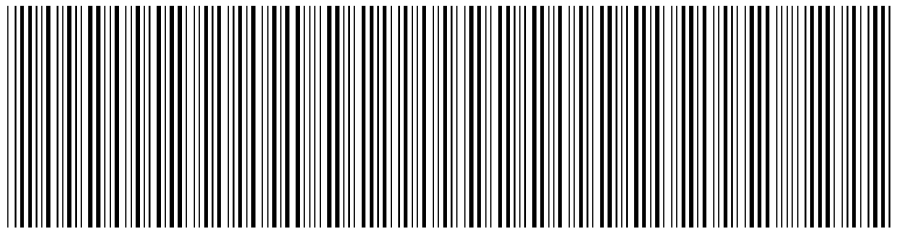
## **Recorded Memorandum of Ground Lease**

**Jericho Red Hook Building C Housing  
Development Fund Corporation**

**New Lot 3**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

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2024122600827002001EA371

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2024122600827002

Document Date: 12-19-2024

Preparation Date: 12-27-2024

Document Type: MEMORANDUM OF LEASE

Document Page Count: 6

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306^ANY2023-6821C  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

RUSSELL A. KIVLER, ESQ.  
HIRSCHEN SINGER & EPSTEIN LLP  
902 BROADWAY, 13TH FLOOR  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	579	3	Entire Lot	498 COLUMBIA STREET
Property Type: NON-RESIDENTIAL VACANT LAND				

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

LESSOR:

498-516 COLUMBIA STREET, LLC  
C/O ROYAL FARMS, INC., 420 MADISON AVENUE,  
SUITE 301  
NEW YORK, NY 10017

LESSEE:

JERICO RED HOOK BUILDING C HDFC  
C/O THE JERICO PROJECT, 245 WEST 29TH STREET,  
SUITE 902  
NEW YORK, NY 10001

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 67.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

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 12-31-2024 12:58

City Register File No.(CRFN):

2024000340066

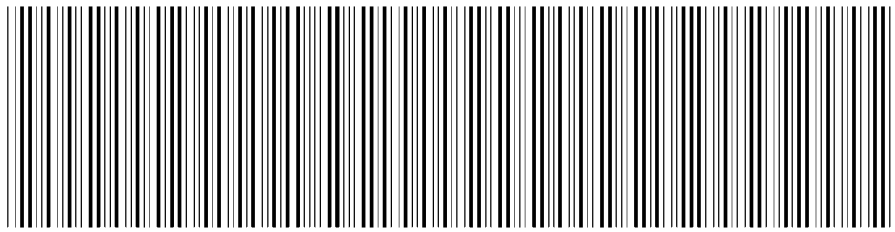


*Colette McChia-Jacques*

City Register Official Signature



NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2024122600827002001CA1F1

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 8

Document ID: 2024122600827002 Document Date: 12-19-2024 Preparation Date: 12-27-2024  
Document Type: MEMORANDUM OF LEASE

**PARTIES**

**LESSEE:**  
RED HOOK BUILDING C OWNER LLC  
C/O EXPRESS BUILDERS, 144 SPENCER STREET,  
UNIT 612  
BROOKLYN, NY 11205

MEMORANDUM OF  
AMENDED AND RESTATED GROUND LEASE  
(Site C)

This MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE (Site C) (this "**Memorandum**"), dated as of December 19th, 2024, is by and between 498-516 COLUMBIA STREET, LLC, a Delaware limited liability company, having an address at c/o Royal Farms, Inc., 420 Madison Avenue, Suite 301, New York, New York 10017, as landlord ("**Landlord**"), and Jericho Red Hook Building C Housing Development Fund Corporation, a New York not-for-profit corporation formed pursuant to Article XI of the New York State Private Housing Finance Law having an address at c/o The Jericho Project, 245 West 29th Street, Suite 902 New York, NY, 10001 ("**Record Lessee**"), and Red Hook Building C Owner LLC, a New York limited liability company, having an address c/o Express Builders 144 Spencer Street, Unit 612, Brooklyn, New York 11205 ("**Beneficial Lessee**" and, together with Record Lessee, the "**Tenant**").

Landlord and Tenant hereby acknowledge the following:

1. Lease

Landlord and Tenant have, on the date hereof (the "**Execution Date**"), severed, assigned, amended and restated that certain Ground Lease, dated as of December 18, 2018 (the "**Original Ground Lease**") for premises located at 498-516 Columbia Street and 21-39 Otsego Street, Brooklyn, New York and known as on the Tax Map of the City of New York, County of Kings as Block 579, Lot 1 (the "**Original Premises**") pursuant to a certain Amended and Restated Ground Lease, which demises a portion of Landlord's interest in the Original Premises to Tenant, , dated as of December 19, 2024 (the "A&R Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the A&R Lease.

2. Commencement Date

December 18, 2018 (the "**Commencement Date**")

3. Name and Address of Landlord

498-516 Columbia Street, LLC  
c/o Royal Farms, Inc.  
420 Madison Avenue, Suite 301  
New York, New York 10017

4. Name and Address of Tenant

Jericho Red Hook Building C Housing Development Fund Corporation  
c/o The Jericho Project  
245 West 29th Street, Suite 902  
New York, NY, 10001,

Red Hook Building C Owner LLC

c/o Express Builders  
144 Spencer Street, Unit 612  
Brooklyn, New York 11205

5. Description of Leased Premises in the Form Contained in the A&R Lease

The "Premises" consist of that certain real property located at 498 Columbia Street, Brooklyn, New York, and identified on the New York City Tax Map for the Borough of Kings as Block 579, Lot 3, which real property is more particularly described on Schedule A attached hereto.

6. Term of A&R Lease

The term of the A&R Lease is to commence on the Execution Date and to terminate on December 18, 2123 (the "**Fixed Expiration Date**"), unless sooner terminated in accordance with the terms and provisions of the A&R Lease.

7. Purchase Option

Tenant has the right to purchase the Premises, which right shall be exercised within a period of time that is stated in the A&R Lease, subject to the terms set forth in the A&R Lease.

8. Counterparts.

This Memorandum may be executed in one or more counterparts, each such counterpart being deemed an original hereof and all such counterparts taken together constituting one and the same instrument.

9. Terms of A&R Lease Govern

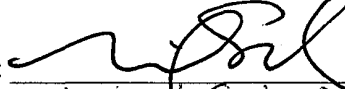
This Memorandum is intended solely to summarize certain of the provisions of the A&R Lease, for filing purposes only, in compliance with the provisions of Article 9 of the Real Property Law of the State of New York. This Memorandum is not intended to modify, amend, supplement or otherwise add to any of the terms, conditions and provisions of the A&R Lease and, in the event of any inconsistencies between the provisions of the A&R Lease and this Memorandum, the provisions of the A&R Lease will prevail.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

498-516 COLUMBIA STREET LLC

By: 


Name: Michael Schreiber

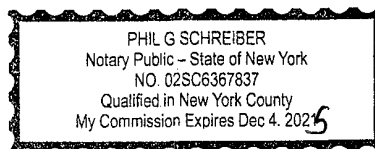
Title: Member

COUNTY OF New York )  
STATE OF New York ) ss:  
)

On December 18, 2024, before me, Michael Schreiber personally appeared Michael Schreiber, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and seal this 18 day of December, 2024.


  
Notary Public



TENANT:


**RED HOOK BUILDING C OWNER LLC**, a  
New York limited liability company

By: Red Hook Building C MM LLC, its  
managing member

By   
Name: Joel Braver  
Title: Authorized Signatory

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

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

FATMATA K. JALLOH  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01JA6332614  
Qualified in Westchester County  
Commission Expires November 2, 2027

TENANT:

JERICO RED HOOK BUILDING C HOUSING  
DEVELOPMENT FUND CORPORATION

By: 

Name: Victoria Lyon

Title: Authorized Signatory

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

On December 13, 2024 before me, personally appeared Victoria Lyon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand and seal this 13<sup>th</sup> day of December, 2024

  
Notary Public

James Kwak  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KW6435304  
Qualified in Queens County  
Commission Expires 6/21/2026



**Policy No.** O-8931-000009492

**Title No.** ANY2023-6821C

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**SCHEDULE A – LEGAL DESCRIPTION**

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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 Lorraine Street with the westerly side of Columbia Street;

RUNNING thence southerly along Columbia Street, 200 feet to Creamer Street;

THENCE westerly along Creamer Street, 345 feet to a point;

THENCE northerly and parallel with Columbia Street, 119 feet 4 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE along Lorraine Street, 199 feet 6 inches to Columbia Street and the point or place of BEGINNING.

## **Exhibit B-4:**

# Declaration of Interest and Nominee Agreement

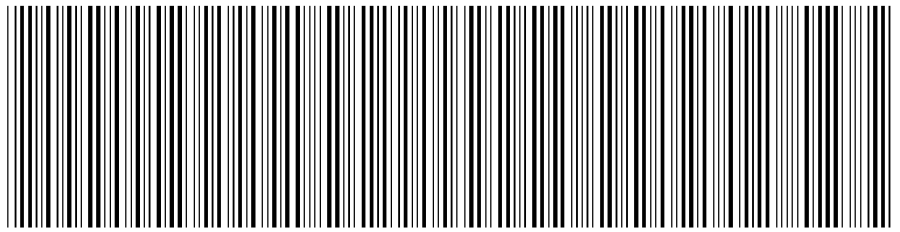
Red Hook Building C Owner LLC

New Lot 3



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 17

Document ID: 2024122600827003

Document Date: 12-19-2024

Preparation Date: 12-27-2024

Document Type: AGREEMENT

Document Page Count: 16

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306^ANY2023-6821C  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

RUSSELL A. KIVLER, ESQ.  
HIRSCHEN SINGER & EPSTEIN LLP  
902 BROADWAY, 13TH FLOOR  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	579	3	Entire Lot	N/A CREAMER STREET
Property Type: NON-RESIDENTIAL VACANT LAND				

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

PARTY 1:

JERICO RED HOOK BUILDING C HDFC  
C/O THE JERICO PROJECT, 245 WEST 29TH STREET,  
SUITE 902  
NEW YORK, NY 10001

PARTY 2:

RED HOOK BUILDING C OWNER LLC  
144 SPENCER STREET, SUITE 612  
BROOKLYN, NY 11205

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: \$ 117.00

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 12-31-2024 12:58

City Register File No.(CRFN):

2024000340067



*Colette McChia-Jacques*

City Register Official Signature

## DECLARATION OF INTEREST AND NOMINEE AGREEMENT

Declaration of Interest and Nominee Agreement (this "**Agreement**"), dated as of the 19<sup>th</sup> day of December, 2024, by and between JERICO RED HOOK BUILDING C HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation (the "**HDFC**") having an address at c/o The Jericho Project, 245 West 29th Street, Suite 902 New York, NY, 10001 and RED HOOK BUILDING C OWNER LLC, a New York limited liability company ("**COMPANY**"), having an office at 144 Spencer Street, Suite 612, Brooklyn NY 11205.

**WHEREAS**, 498-516 Columbia Street, LLC, a Delaware limited liability company (the "**Fee Owner**"), the Company and the HDFC entered into that certain Amended and Restated Ground Lease, dated as of even date herewith (the "**Ground Lease**"), pursuant to which the HDFC has acquired record leasehold interest in 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 579, Lot 3, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "**Land**"); and

**WHEREAS**, the HDFC, Red Hook Building C LIHTC LLC, a New York limited liability company ("**LIHTC Company**") and the COMPANY desire to acquire, assemble, develop, own, operate and manage a mixed-use project containing approximately 371 apartments (inclusive of one superintendent's unit), approximately 1,076 gross square feet of community facility space and approximately 10 ancillary parking spaces (the "**Improvements**") on the Land; and

**WHEREAS**, the HDFC, the LIHTC Company and the COMPANY will finance the construction of the Improvements on the Land through (i) a first priority mortgage loan from the New York City Housing Development Corporation ("**HDC**") in the approximate principal amount of \$88,410,000.00, (ii) a second priority mortgage loan from HDC in the approximate principal amount of \$20,000,000.00, (iii) a third priority mortgage loan from HDC in the approximate principal amount of \$72,957,505.00, (iv) a fourth priority mortgage loan from HDC in the approximate principal amount of \$5,726,000.00, (v) a fifth priority mortgage loan from HDC in the approximate principal amount of \$5,000,000.00, (vi) a subordinate loan from Mortgagee in the amount of \$11,914,972 which amount is anticipated to be repaid from the proceeds of New York State Brownfield Tax Credits to be generated by the Project, (vii) a subordinate loan from Mortgagee in the amount of \$1,692,114, (viii) a subordinate loan from Sponsor Mortgagee of its deferred developer fee in the amount of \$4,981,817, and (ix) an equity investment from USA Red Hook Building C LLC or its affiliates, successors or assigns (the "**Investor Member**") in Non-LIHTC COMPANY in connection with the low-income housing tax credits ("**LIHTCs**") to be generated by the Project, in the approximate principal amount of \$73,336,665 (the "**Equity Investment**"), and (x) such other loans and grants deemed necessary to finance the construction and operation of the Project ((i) through (x) collectively referred to as the "**Financing**" and together with the Land and Improvements, the "**Project**"); and

**WHEREAS**, by this Agreement, the HDFC transfers all beneficial and equitable leasehold interest in and to the Project to the COMPANY; and

**WHEREAS**, after the date hereof, COMPANY and HDFC, as declarants, shall subject the Property to a condominium regime, which shall consist of a two (2) unit condominium known as Columbia Commons I Condominium (the "Condominium"), and such Condominium shall be comprised of: (i) one (1) condominium unit containing approximately two hundred and ninety-six (296) residential units, for low-income individuals and families (and one (1) superintendent's unit), together with the common elements appurtenant thereto ("**LIHTC Unit**"); and (ii) one (1) condominium unit containing approximately seventy-four (74) residential units, for low and moderate-income individuals and families, the parking area and community facility space, and together with the common elements appurtenant thereto ("**Non-LIHTC Unit**"); and

**WHEREAS**, as of the date hereof, the COMPANY shall enter into a master sub-lease (the "**LIHTC Master Sub-Lease**") with the LIHTC Company, pursuant to which the LIHTC Company shall lease the space comprising the to-be-formed LIHTC Unit from the COMPANY, which LIHTC Master Sub-Lease shall automatically terminate upon the effectiveness of the Condominium a; and

**WHEREAS**, simultaneously herewith, the HDFC and the LIHTC Company are executing a certain Declaration of Interest and Nominee Agreement with respect to the to-be-formed LIHTC Unit (the "**LIHTC Nominee**") pursuant to which the HDFC shall transfers all beneficial and equitable leasehold interest in and to the LIHTC Unit to the LIHTC Company upon the effectiveness of the Condominium; and

**WHEREAS**, after formation of the Condominium, the LIHTC Master Sub-Lease will automatically terminate, and this Agreement shall automatically terminate with respect to the LIHTC Unit only, such that the HDFC shall retain record leasehold title to each of the LIHTC Unit and Non-LIHTC Unit, but the Company shall only retain an equitable and beneficial interest in the Non-LIHTC Unit; and

**WHEREAS**, the parties hereto may (but shall not be obligated to) record an addendum to this Agreement, clarifying that equitable and beneficial interest of the LIHTC Unit will be held by the LIHTC COMPANY and the equitable and beneficial interest of the Non-LIHTC Unit will be held by the Non-LIHTC COMPANY; and

**WHEREAS**, the HDFC and COMPANY agree that the HDFC will hold legal leasehold 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. The HDFC, being the leasehold owner of the Project, hereby grants as of the date hereof to COMPANY, all beneficial and equitable leasehold interests in the Project, retaining unto the HDFC leasehold title to the Project solely as nominee of, on behalf of and for the benefit of the COMPANY.

2. Until such time as the COMPANY shall elect to have record leasehold title transferred pursuant to Section 6(f) hereof, record leasehold title to the Project shall be held by the HDFC, as the nominee, for and on behalf of the COMPANY, it being understood that the beneficial and equitable ownership of 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 leasehold title to the Property subject only to those covenants, easements, restrictions and encumbrances of record approved by the Company set forth in the leasehold title insurance policy issued by Chicago 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 leasehold title against any and all claims whatsoever, subject only to the Permitted Encumbrances. The HDFC agrees to convey leasehold title to the Project to the COMPANY or to any other party designated by the COMPANY, at any time, by assignment of ground lease, subject only to the Permitted Encumbrances, the HDC/HPD Regulatory Agreement, the MIH Restrictive Declaration, 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**").

3. 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 leasehold title to the Project as nominee of the COMPANY.

4. The equitable and beneficial interest in the Project shall accrue to the COMPANY in a manner satisfactory to the COMPANY.

5. 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 permitted modifications or permitted refinancing of the Loan Documents), the Partnership Agreement and the Regulatory Agreements.

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

a. any and all notices, statements and communications received by the HDFC, as holder of record leasehold 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 leasehold 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 Non-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.

7. The COMPANY and the HDFC on behalf of themselves, and their respective successors and assigns, and for the benefit of HDC, City of New York, acting by and through its Department of Housing Preservation and Development ("HPD"), and the Equity Investor 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 leasehold 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 Premises for federal tax purposes;

c. The COMPANY shall have the unconditional and exclusive right to receive all economic benefits associated with the Project, including the rights to (i) receive rental and any other income or profits from the Project, and (ii) include all income earned from the operation of the Project and claim all deductions and credits generated with respect to the Project on its annual federal, state and local tax returns;

d. 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;

e. The HDFC has received and reviewed the documents executed in connection with the Financing (the "Loan Documents"), and 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;

f. 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 and/or any part or parts thereof without the written 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 and/or any part or parts thereof, without said consent, shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the COMPANY;

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. The HDFC may make no settlement in respect of casualty or eminent domain taking without the express written authorization of the COMPANY;

i. 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 Project, provided that the HDFC be entitled to separate counsel of its choice, whose expenses, costs and reasonable legal fees, including appeals shall be paid by the COMPANY;

j. Upon the written demand of the COMPANY, HDC, HPD, Equity Investor or for so long as the Letter of Credit is outstanding, the Bank (but with regard to HDC, HPD and the Bank, only when permitted under the Loan Documents and with regard to the Equity Investor, only when permitted pursuant to the Partnership Agreement), the HDFC shall immediately execute and record in the appropriate land records an assignment of ground lease for the Project and improvements 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 assignment of ground lease or a memorandum thereof, 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 assignment of leases on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and

effect as if such assignment was executed and recorded by the HDFC, provided, however, that any consents required pursuant to any and all city, state or federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments (collectively, the "Government Financing Documents" (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;

k. The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Project 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 and/or any part or parts thereof;

l. 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 leasehold 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.

m. 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 HDC, HPD, Equity Investor and for so long as the Letter of Credit is outstanding, the Bank, which consent may be refused or delayed in their reasonable discretion;

n. The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Property, the Project 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 Property, the Project and/or any part or parts thereof;

o. 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;

p. 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 and/or any part or parts thereof;

8. Any and all notices, demands and other communication made by either the COMPANY or the HDFC to the other party shall be in writing and sent to the addresses as set forth above, and to HDC, HPD and the Investor Member at the addresses below, by hand, by mail (registered, certified, return receipt requested) or by nationally recognized overnight courier:

New York City Housing Development Corporation  
120 Broadway, 2<sup>nd</sup> Floor  
New York, New York 10271  
Attn: SVP for Development

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

Citibank, N.A.  
390 Greenwich Street, 2nd Floor  
New York, New York 10013  
Attention: Account Specialist  
Deal ID # [ ]

USA Red Hook Building C LLC  
777 West Putnam Avenue  
Greenwich, Connecticut 06830  
Attention: Joanne D. Flanagan, Esq.

Citibank, N.A.  
388 Greenwich Street, Trading 4th Floor



New York, New York 10013  
Attention: Transaction Management Group

With a copy to:

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

9. The COMPANY shall have the equitable and beneficial ownership of the Project for all purposes (including, federal income 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, or other tax credits or benefits related to the Project, the right to receive all proceeds from the Project, including from rents and other moneys from mortgages, pledges, sales, or other dispositions of the Project, and the right to amortize capital costs. In addition thereto, it shall be in the sole and absolute discretion of the COMPANY to develop, operate, manage, 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 development, operation, management, 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 assignment of ground lease, 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.

10. 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.

11. 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.

(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 leasehold title to the Property as

nominee of the Company from and after the date of transfer of leasehold 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 or an Indemnified Party. 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 11 shall survive termination of this Agreement.

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

13. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may not be amended or revoked except by written instrument duly executed by each of the parties hereto, provided that, (i) for so long as the Investor Member is a member of the COMPANY, this Agreement may not be modified, amended, terminated or revoked without the prior written consent of the Investor Member, and (ii) for so long as the Letter of Credit is outstanding, this Agreement may not be modified, amended, terminated or revoked without the prior written consent of the Bank.

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

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

16. Neither party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other party and subject to the consent of HDC, HPD, Equity Investor and for so long as the Letter of Credit is outstanding, the Bank.

17. 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.

18. 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 this Agreement and/or 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.

19. 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**.

20. 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 COMPANY and/or the Equity Investor 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.

21. Conversion of Equitable and Beneficial Interest.

a. After the effectiveness of the Condominium, the interests allocated herein shall automatically convert to be as follows:

- (i) the HDFC shall own record leasehold interest, as nominee for the COMPANY, in the Non-LIHTC Unit, and all allocable portions of the Building, Land, Condominium, Improvements, Financing which relate to the Non-LIHTC Unit;
- (ii) the Non-LIHTC COMPANY shall own equitable and beneficial leasehold interest in the Non-LIHTC Unit and all allocable portions of the Building, Land, Condominium, Improvements, Financing;
- (iii) the HDFC shall own record leasehold interest, as nominee for LIHTC COMPANY, in the LIHTC Unit, and all allocable portions of the Building, Land, Condominium, Improvements, Financing which relate to the LIHTC Unit; and
- (iv) the LIHTC COMPANY shall own equitable and beneficial leasehold interest in the LIHTC Unit and all allocable portions of the Building, Land, Condominium, Improvements, and Financing.

The parties hereto may (but shall not be obligated to) record one or more addenda to this Agreement, confirming that equitable and beneficial interest of the Non-LIHTC Unit is held by the COMPANY, and that the equitable and beneficial interest of the LIHTC Unit has been transferred to and is held by the LIHTC Company pursuant to the LIHTC Nominee, provided however that failure to record such addendum shall not fail to cause the above transfers of equitable and beneficial interests.

Until the effectiveness of the Condominium and the recording of the leasehold condominium deeds, the term "Project" used herein shall refer to the Land, Building, Condominium, Improvements, Financing allocable to the both the LIHTC Unit and Non-LIHTC Unit, as defined in the Recitals, and after the recording of such leasehold condominium deeds and the effectiveness of the Condominium, (i) the Non-LIHTC Unit shall refer to the Non-LIHTC Unit and all allocable portions of the Land, Building, Condominium, Improvements, Financing, that are held equitably and beneficially by the COMPANY, (ii) the LIHTC Unit shall refer to the LIHTC Unit and all allocable portions of the Land, Building, Condominium, Improvements, Financing, that shall be held equitably and beneficially by the LIHTC Company.

b. In the event that no Condominium is formed, this Agreement and the Master Sub-Lease will remain in full force and effect pursuant to the terms thereof, and none of the provisions of subsection (a) above shall take effect.

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

**JERICO RED HOOK BUILDING C  
HOUSING DEVELOPMENT FUND  
CORPORATION**, a New York not-for-profit  
corporation

By: \_\_\_\_\_

Name: Victoria Lyon

Title: Authorized Signatory

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

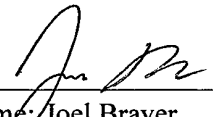
On the 31<sup>st</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Victoria Lyon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**James Kwak**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KW6435304  
Qualified in Queens County  
Commission Expires 6/21/2026

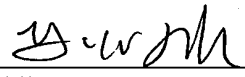
**RED HOOK BUILDING C OWNER LLC**, a  
New York limited liability company

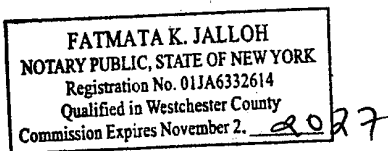
By: Red Hook Building C MM LLC, its  
managing member

By:   
Name: Joel Braver  
Title: Authorized Signatory

COUNTY OF NEW YORK                    )  
  ) ss:  
STATE OF New York                    )

On the 17<sup>th</sup> day of December in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Braver, 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/she executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public





**Policy No.** O-8931-000009492

**Title No.** ANY2023-6821C

---

**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 Lorraine Street with the westerly side of Columbia Street;

RUNNING thence southerly along Columbia Street, 200 feet to Creamer Street;

THENCE westerly along Creamer Street, 345 feet to a point;

THENCE northerly and parallel with Columbia Street, 119 feet 4 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE along Lorraine Street, 199 feet 6 inches to Columbia Street and the point or place of BEGINNING.



**DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

**JERICO RED HOOK BUILDING C HOUSING DEVELOPMENT FUND  
CORPORATION**

and

**RED HOOK BUILDING C OWNER LLC,**

---

498 Columbia Street  
Brooklyn, New York  
Block 579, Lot 3

---

Record and Return to:

Hirschen Singer & Epstein LLP  
902 Broadway, 13<sup>th</sup> Floor  
New York, New York 10010  
Attention: Russell A. Kivler, Esq.

# **Exhibit B-5:**

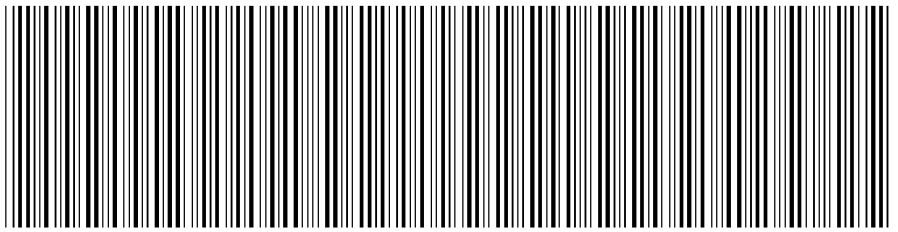
## **Memorandum of Master Sub-Lease**

**Red Hook Building C LIHTC LLC**

**To-be-formed LIHTC Condominium Unit of New Lot 3**

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.



2024122600827005001E63C4

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2024122600827005

Document Date: 12-19-2024

Preparation Date: 12-27-2024

Document Type: MEMORANDUM OF LEASE

Document Page Count: 5

PRESENTER:

ALL NEW YORK TITLE AGENCY, INC.  
222 BLOOMINGDALE ROAD  
SUITE 306^ANY2023-6821C  
WHITE PLAINS, NY 10605  
914-686-5600  
JKAMNA@ALLNYT.COM

RETURN TO:

RUSSELL A. KIVLER, ESQ.  
HIRSCHEN SINGER & EPSTEIN LLP  
902 BROADWAY, 13TH FLOOR  
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	579	3	Entire Lot	498 COLUMBIA STREET
Property Type: NON-RESIDENTIAL VACANT LAND				

CROSS REFERENCE DATA

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES

LESSOR:

RED HOOK BUILDING C OWNER LLC  
144 SPENCER STREET, UNIT 612  
BROOKLYN, NY 11205

LESSEE:

RED HOOK BUILDING C LIHTC LLC  
144 SPENCER STREET, SUITE 612  
BROOKLYN, NY 11205

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: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

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 12-31-2024 12:58

City Register File No.(CRFN):

2024000340069



*Colette McChia-Jacques*

City Register Official Signature

## MEMORANDUM OF MASTER SUB-LEASE

### (LIHTC UNITS)

This MEMORANDUM OF MASTER SUB-LEASE (this "Memorandum") made as of December 19, 2024 (the "Effective Date") by and amongst RED HOOK BUILDING C OWNER LLC, a New York limited liability company having an office at 144 Spencer Street, Suite 612, Brooklyn, New York 11205 (the "Landlord") and RED HOOK BUILDING C LIHTC LLC, a New York limited liability company having an office at 144 Spencer Street, Suite 612, Brooklyn, New York 11205 (the "Tenant").

### WITNESSETH

By executing and recording this Memorandum, Landlord and Tenant give notice of the following facts. Any person taking any interest in the Premises (as defined below) shall do so subject to all documents (including all terms of such documents) and other matters that this Memorandum refers to or discloses.

1. **Lease and Premises.** Landlord, as landlord, and Tenant, as tenant, entered into that certain Master Sub-Lease, dated as of the date hereof (and as further amended or modified from time to time, the "Sub-Lease") covering that piece of real property located in Kings, New York and designated on the Tax Map for the City of New York, Kings County as Block 579, Lot 3 (the "Land") as more particularly described in Exhibit A, attached hereto and made a part hereof, as a condominium referenced as "Unit 1" and comprised of approximately 2 approximately 297 rental residential apartments (inclusive of one (1) superintendent's unit), ancillary residential spaces and the common elements appurtenant thereto (the "LIHTC Unit"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sub-Lease.
2. **Landlord's Address.** Landlord's current address, as set forth in the Sub-Lease is 144 Spencer Street, Suite 612, Brooklyn, New York 11205.
3. **Tenant's Address.** Tenant's current address, as set forth in the Sub-Lease, is 144 Spencer Street, Suite 612, Brooklyn, New York 11205.
4. **Term.** The term of the Sub-Lease commences as of the date hereof and ends of the earlier of (i) the date of the issuance of the temporary certificate of occupancy for the Building and the filing of the Condominium or (ii) the 99th anniversary of date hereof.
5. **No Effect on Sub-Lease.** This Memorandum is prepared, signed and acknowledged solely for recording purposes under New York Law. The purpose of this Memorandum is to give notice of the existence of the tenancy created by the Sub-Lease; and shall not be construed to vary or otherwise affect the rights or obligations of the parties under the Sub-Lease as it may be amended. Landlord and Tenant has rights, duties, and obligations (and conditions to its rights) under the Sub-Lease but not stated in this Memorandum. If the Sub-Lease and this Memorandum conflict, the Sub-Lease governs. Nothing in this

Memorandum constitutes any representation or warranty by either party. To the extent, if any, that the Sub-Lease limits the liability of either Landlord or Tenant, such limitation shall apply with the same force and effect to any liability of Landlord or Tenant under this Memorandum.

6. **Successors and Assigns.** The Sub-Lease and this Memorandum shall bind and benefit the parties and their successors and assigns. This shall not limit any restriction on assignment or other transfer permitted under the terms of the Sub-Lease.

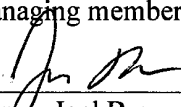
[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Memorandum of Sub-Lease as of the date first written above.

**LANDLORD:**

**RED HOOK BUILDING C OWNER LLC**, a  
New York limited liability company

By: Red Hook Building C MM LLC, its  
managing member

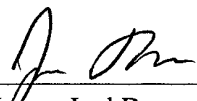
By:   
Name: Joel Braver  
Title: Authorized Signatory

**TENANT:**

**RED HOOK BUILDING C LIHTC LLC**, a  
New York limited liability company

By: Red Hook Building C Owner LLC, its  
managing member

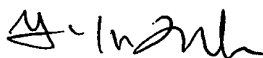
By: Red Hook Building C MM LLC, its  
managing member

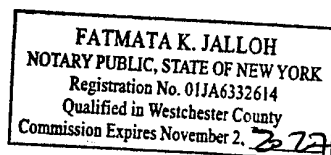
By:   
Name: Joel Braver  
Title: Authorized Signatory

STATE OF NEW YORK )

COUNTY OF New York ) SS.:

On the 17<sup>th</sup> day of June in the year 2024 before me, the undersigned, personally appeared Joel Braver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public





**Policy No.** O-8931-000009492

**Title No.** ANY2023-6821C

---

**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 Lorraine Street with the westerly side of Columbia Street;

RUNNING thence southerly along Columbia Street, 200 feet to Creamer Street;

THENCE westerly along Creamer Street, 345 feet to a point;

THENCE northerly and parallel with Columbia Street, 119 feet 4 inches to a point;

THENCE easterly and parallel with Lorraine Street, 145 feet 6 inches to a point;

THENCE northerly and parallel with Columbia Street, 80 feet 8 inches to Lorraine Street;

THENCE along Lorraine Street, 199 feet 6 inches to Columbia Street and the point or place of BEGINNING.

**MEMORANDUM OF SUBMASTER LEASE**

**RED HOOK BUILDING C LIHTC LLC**

**AND**

**RED HOOK BUILDING C OWNER LLC**

---

Block 579 Lot 3

Brooklyn , New York

---

Record and Return to:

Hirschen Singer & Epstein LLP  
902 Broadway, 13th Floor  
New York, New York 10010  
Attn: Russell A. Kivler, Esq.



## **Exhibit B-6:**

### **Previously Submitted Change of Use and Post-Closing Notices**

# SIVE | PAGET | RIESEL

KEVIN A. ROGERS  
DIRECT DIAL: 646.378.7275  
KROGERS@SPRLAW.COM

January 22, 2025

**VIA EMAIL**

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

**Re: Brownfield Cleanup Program  
37 Otsego Street, Site No. C224300  
Courtesy Notification of Site Control Restructuring  
without Transfer of Title**

---

Dear Ms. Lewandowski:

We are writing to confirm that the site control restructuring of the above-referenced BCP Site closed on December 19, 2024. The Certificate of Completion has not yet been obtained, so it was not transferred in this transaction.

In clarification of the associated Change of Use (“COU”) submission, please note that fee title to this BCP Site did not transfer as initially described in the COU; “498-516 Columbia Street LLC” remains the fee owner. Instead of any title transfer, several long-term ground leases for different portions of the BCP Site, plus one sublease, were executed by affiliates of the existing Volunteer and a housing development fund corporation (“HDFC”) as nominee for a beneficial and equitable lessee pursuant to an agreement, as further described below.

The new lease structure for this BCP Site and points of contact for each entity are as follows:

**New Lot 1:**

**Red Hook Building A Owner LLC** [*long-term ground lessee of new Lot 1*]

Attn: Joel Braver  
144 Spencer Street, #612  
Brooklyn, NY 11205  
Phone: 917-676-1087  
Email: joel@expressbuildersjb.com

**New Lot 2:**

**Red Hook Building B Owner LLC** [*long-term ground lessee of new Lot 2*]

Attn: Joel Braver

Chief, Site Control Section

January 22, 2025

Page 2 of 2

144 Spencer Street, #612  
Brooklyn, NY 11205  
Phone: 917-676-1087  
Email: joel@expressbuildersjb.com

**New Lot 3:**

**Jericho Red Hook Building C Housing Development Fund Corporation**

*[long-term record ground lessee of new Lot 3, as nominee of beneficial lessee]*

Attn: Tori Lyon  
C/O The Jericho Project, 245 West 29<sup>th</sup> Street, Suite 902  
New York, NY 10001  
Phone: 646-624-2341 x 108  
Email: tlyon@jerichoproject.org

**Red Hook Building C Owner LLC** *[long-term beneficial ground lessee of new Lot 3]*

Attn: Joel Braver  
144 Spencer Street, #612  
Brooklyn, NY 11205  
Phone: 917-676-1087  
Email: joel@expressbuildersjb.com

**Red Hook Building C LIHTC LLC**

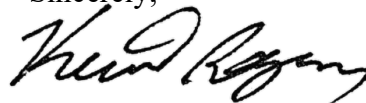
*[long-term sublessee of to-be-formed LIHTC condo unit, with springing beneficial interest therein upon condo formation]*

Attn: Joel Braver  
144 Spencer Street, #612  
Brooklyn, NY 11205  
Phone: 917-676-1087  
Email: joel@expressbuildersjb.com

A copy of the previously submitted Change of Use form is enclosed. A BCA Amendment application to reflect the various new ground leases, sublease, and nominee agreements, among other things, will be forthcoming.

Please do not hesitate to contact me if there are any questions or concerns.

Sincerely,



Kevin A. Rogers

Enclosure: 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership for 37 Otsego Street, Site No. C224300



**60-Day Advance Notification of Site Change of Use, Transfer of  
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

**I. Site Name:** 37 Otsego Street **DEC Site ID No.** C224300

**II. Contact Information of Person Submitting Notification:**

Name: Kevin Rogers - Sive, Paget & Riesel, P.C.  
Address1: 560 Lexington Avenue, 15th Floor  
Address2: New York, NY 10022  
Phone: 646-378-7275 E-mail: krogers@sprlaw.com

**III. Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)  
☐ Transfer of Certificate of Completion (CoC)  
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): Dec 19, 2024

**IV. Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

In connection with an internal restructuring associated with NYCHPD closing on December 19, 2024:  
~~(1) four new Volunteers will added to the BCA while retaining the Existing Volunteer; (2) title to the BCP~~  
Site will transfer to one of the new Volunteers; (3) new long-term leases for portions of the BCP Site will be  
executed by the three other new Volunteers. All new Volunteers are within the same organizational family  
as the Existing Volunteer.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

N/A

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: JJ Weiss Dec 19, 2024  
(Signature) (Date)

J.J. Weiss / Columbia SF LLC  
(Print Name)

Address1: 670 Myrtle Avenue, Suite 438  
Address2: Brooklyn, New York 11205  
Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☒ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Red Hook Building C Owner LLC [New Volunteer #1 & Fee Owner]  
Address1: 670 Myrtle Avenue, Suite 438  
Address2: Brooklyn, New York 11205  
Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

Certifying Party Name: Joel Braver [for all four new Volunteers]  
Address1: 670 Myrtle Avenue, Suite 438  
Address2: Brooklyn, New York 11205  
Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

**VII. Agreement to Notify DEC after Transfer:** If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: JJ Weiss  
(Signature)

Dec 19, 2024  
(Date)

J.J. Weiss / Columbia SF LLC  
(Print Name)

Address1: 670 Myrtle Avenue, Suite 438

Address2: Brooklyn, New York 11205

Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

### Continuation Sheet

☒ Prospective Owner/Holder ☒ Prospective Remedial Party ☐ Prospective Owner Representative  
Name: Red Hook Building A Owner LLC [New Volunteer #2 & Lessee #1]  
Address1: 670 Myrtle Avenue, Suite 438  
Address2: Brooklyn, New York 11205  
Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

☒ Prospective Owner/Holder ☒ Prospective Remedial Party ☐ Prospective Owner Representative  
Name: Red Hook Building B Owner LLC [New Volunteer #3 & Lessee #2]  
Address1: 670 Myrtle Avenue, Suite 438  
Address2: Brooklyn, New York 11205  
Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

☒ Prospective Owner/Holder ☒ Prospective Remedial Party ☐ Prospective Owner Representative  
Name: Red Hook Building C LIHTC LLC [New Volunteer #4 & Lessee #3]  
Address1: 670 Myrtle Avenue, Suite 438  
Address2: Brooklyn, New York 11205  
Phone: (718) 619-0014 E-mail: jj@keydevelopers.com

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_



## Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

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

### Section I

#### Description

Site Name

Official DEC site name.  
(see <http://www.dec.ny.gov/cfm/external/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

### Section II

#### Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

### Section III

#### Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

### Section IV

#### Description

Description

For each change checked in Section III, describe the proposed change.  
Provide all applicable maps, drawings, and/or parcel information.  
If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.  
Please attach additional sheets, if needed.



## Section V Certification Statement

*This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of all approved remedial work plans and reports.*

Name	The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.
Address1	Owner or designated representative's street address or P.O. Box number.
Address2	Owner or designated representative's city, state and zip code.
Phone	Owner or designated representative's phone number.
E-Mail	Owner or designated representative's E-mail.

## Section VI Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

*Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional owner/party information.*

Name	Name of Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
Address1	Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Address2	City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Phone	Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
E-Mail	E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

***If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.***

Certifying Party

Name Name of Certifying Party.

Address1 Certifying Party's street address or P.O. Box number.

Address2 Certifying Party's city, state and zip code.

Phone Certifying Party's Phone number.

E-Mail Certifying Party's E-mail address.

## **Section VII Agreement to Notify DEC After Property Transfer/Sale**

***This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>***

***Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.***

Name Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.

Address1 Current owner's street address.

Address2 Current owner's city, state and zip code.

# **Exhibit C to BCA Amendment No. 2:**

## **Supporting Documents to Modify SBL**

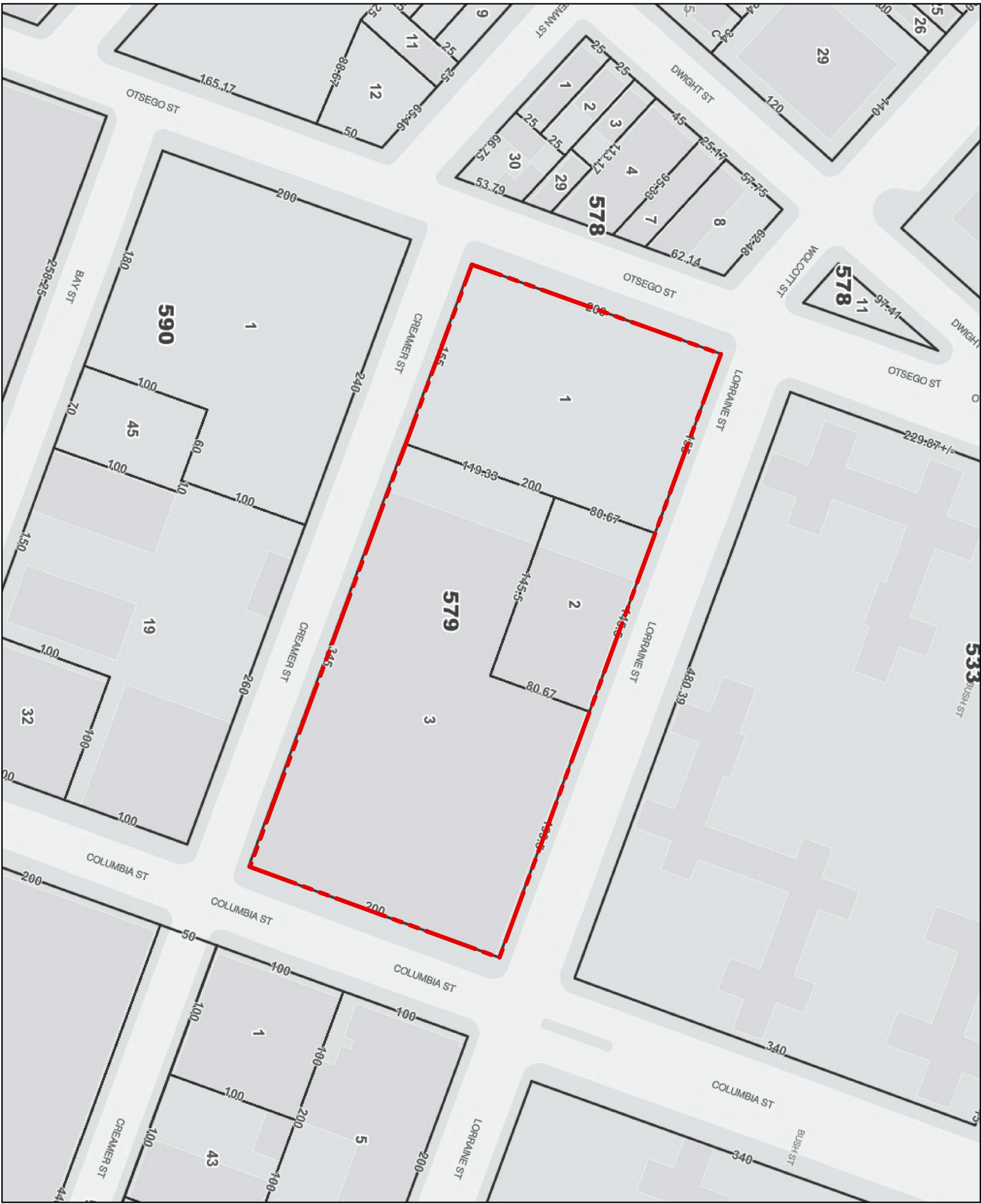


USGS 7.5 Minute Quadrangle: Jersey City, NJ; Brooklyn, NY

0 1,000 2,000 4,000 Feet

Drawing No.	Figure 1	Drawn By	LM	 <p>Tenen Environmental, LLC 121 West 27th Street, Suite 303 New York, NY 10001 O: (646) 606-2332; F: (646) 606-2379</p>	<p><b>Red Hook</b> Building C Owner LLC 37 Otsego Street Brooklyn, New York Block 579, Lots 1, 2 &amp; 3 BCP #C224300</p>
		Checked By	MC		
Drawing Title	Site Location Map	Date	February 2025		
		Scale	As Noted		

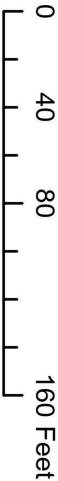




Legend



BCP Site Boundary



Drawing Title	Site Layout		Drawn By LM	<div><b>TENEN</b> ENVIRONMENTAL</div> <div>Tenen Environmental, LLC 121 West 27th Street, Suite 303 New York, NY 10001 O: (646) 606-2332; F: (646) 606-2379</div>	Red Hook Building C Owner LLC 37 Otsego Street Brooklyn, New York Block 579, Lots 1, 2 & 3 BCP #C224300
			Checked By MC		
Drawing No.	Figure 2		Date February 2025		
			Scale As Noted		

## APPLICATION FOR APPORTIONMENTS OR MERGERS

**Instructions:** Please complete this application and submit in person to: **Department of Finance, Property Division - Tax Map Office, 66 John Street, 2nd floor, New York, NY 10038.** Please read the instructions for further details before completing this form. Print clearly.

**SECTION A: PROPERTY INFORMATION**

Borough: BROOKLYN Block: 579 Present Lot(s): 1

☐ Merger

### Apportionment

Number of  
Lots Requested 3

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Lot Number:

☐ Air☐ Subterranean

Lot(s) Usage:  
(check one)

☐ Residential  
Building Gross  
Sq/Ft: \_\_\_\_\_

☐ Commercial Building Gross Sq/Ft: \_\_\_\_\_

☒ **Mix (Residential & Commercial)**  
Building Gross  
**Sq/Ft:** 479,011.43

Property

1. Owner's Name (as per Deed): \_\_\_\_\_

**OR**

Company Name: 498- 516 COLUMBIA STREET LLC

2.	Property Address:	498 COLUMBIA STREET	BROOKLYN	NY	11231
		NUMBER AND STREET	CITY	STATE	ZIP CODE

3. Filing Representative (if applicable): YONA LOVE-SHINE

## SECTION B: CERTIFICATION

1. Architect/Engineer/Applicant's Name: AUFGANG ARIEL  
LAST NAME FIRST NAME

2. Address: 74 LAFAYETTE AVENUE SUFFERN NY 10901  
NUMBER AND STREET CITY STATE ZIP CODE

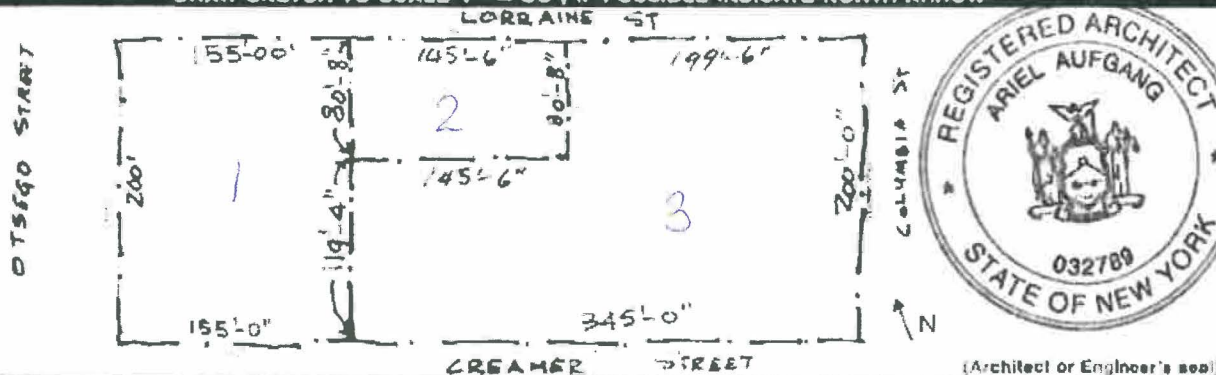
3. Telephone Number: 845-368-0004 4. Email Address: ARIEL@AUFGANG.COM

The applicant hereby certifies that, in making this application for merger/apportionment, s/he is the owner, or acting under the direction of the owner.

Signature of Architect/ Engineer/Applicant: \_\_\_\_\_ Date: 2 / 22 / 23

**TAX MAP CHANGE WILL NOT BE MADE UNTIL PRESENTATION OF REQUIRED DOCUMENTS (see reverse for the required documents)**

**DRAW SKETCH TO SCALE 1" = 50', IF POSSIBLE INDICATE NORTH ARROW**



(Architect or Engineer's seal)

Tentative Lot(s) issued: 23 Mar Date: 2/23/23 New Lot(s): 2,3 Lot(s) Affected: 1 Lot(s) Dropped: —  
Customer Service Representative: \_\_\_\_\_

Please note: Map changes will not be made until presentation of all required documents is reviewed and approved by the Specialist.  
Lots are tentative until final approval is received from the Tax Map Office.

Map Updated: \_\_\_\_\_ Date: 11/11/2011  
Tax Map Specialist: \_\_\_\_\_