



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

Other (explain in detail below)

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

The purpose of this BCA Application to Amend is to:

(1) reflect a change in site ownership following conveyance of fee title to the BCP Site from the prior legal owner, "H Owner LLC", to the current legal owner, "HP H1H2 Housing Development Fund Company, Inc." (the "HDFC"). Please see Exhibit A for the HDFC's recorded deed.

(2) reflect the equitable and beneficial ownership of the existing Volunteer, "H1H2 Owner LLC", granted through a Declaration of Interest and Nominee Agreement between the HDFC and H1H2 Owner LLC. Please see Exhibit B for the Declaration of Interest and Nominee Agreement.

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

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

Section I. Current Agreement Information			
BCP SITE NAME: 45 Commercial Street		BCP SITE NUMBER: C224304	
NAME OF CURRENT APPLICANT(S): [Please see continuation sheet on the following page]			
INDEX NUMBER OF AGREEMENT: C224304-03-20		DATE OF ORIGINAL AGREEMENT: 4/17/2020	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Describe Requestor's Relationship to Existing Applicant:			

BCA Application To Amend No. 2 – 45 Commercial Street (C224304)

Section I. Current Agreement Information (*continuation sheet*)

Name of Current Applicant(s):

- GPL Development LLC
- H Owner LLC
- Greenpoint Landing Developers LLC
- Greenpoint Landing Associates, L.L.C.
- Greenpoint Storage Terminal LLC
- H1H2 Owner LLC
- H1H2 GPL Owner LLC
- H1H2 Retail LLC

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

OWNER'S NAME (if different from requestor) HP H1H2 Housing Development Fund Company, Inc. [Fee Owner]

ADDRESS C/O NYC Partnership Housing Development Fund Company, Inc., 253 West 35th Street, 3rd Floor

CITY/TOWN New York, NY

ZIP CODE 10001

PHONE (646) 217-3370

FAX

E-MAIL ckay@housingpartnership.com

OPERATOR'S NAME (if different from requestor or owner) [Please see following continuation page for Operator/Beneficial Owner's contact information.]

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

OWNER'S NAME (if different from requestor) H1H2 Owner LLC [Beneficial Owner]

ADDRESS 535 Madison Avenue

CITY/TOWN New York, NY

ZIP CODE 10022

PHONE (212) 310-9768

FAX

E-MAIL acarsonblair@parktowergroup.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

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

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

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

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

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

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

3. TOTAL REVISED SITE ACREAGE: _____

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

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 45 Commercial Street	BCP SITE NUMBER: C224304
NAME OF CURRENT APPLICANT(S): [Please see continuation sheet on the following page]	
INDEX NUMBER OF AGREEMENT: C224304-03-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 4/17/2020	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual) I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of GPL Development 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. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/21/22 Signature: Anne Carson Blair

Print Name: Anne Carson Blair

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 4/17/2020

Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Susan Edwards for Andrew Guglielmi

Andrew O. Guglielmi, Director, Division Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of H Owner LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/21/22 Signature: Anne Carson Blair

Print Name: Anne Carson Blair

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Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Susan Edwards for Andrew Guglielmi

Andrew O. Guglielmi, Director Division of Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Greenpoint Landing Developers 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. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/21/22 Signature: Anne Blair

Print Name: Anne Carson Blair

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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Status of Agreement:

PARTICIPANT

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VOLUNTEER

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

Effective Date of the Original Agreement: 4/17/2020

Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards for Andrew Guglielmi

Andrew O. Guglielmi, Director, Division
Environmental Remediation

Site Code: C224304

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of GreenPoint Landing Associates, L.L.C. (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. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 06/21/22 Signature: *Anne Carson Blair*

Print Name: Anne Carson Blair

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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Effective Date of the Original Agreement: 4/17/2020

Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Susan Edwards* for Andrew Guglielmi

Andrew Director Division of Environmental Remediation

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

(Individual)

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Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Greenpoint Storage Terminal 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. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/21/22 Signature: Anne Carson Blair

Print Name: Anne Carson Blair

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Effective Date of the Original Agreement: 4/17/2020

Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Susan Edwards for Andrew Guglielmi

Andrew O. Guglielmi Director Division of Environmental Remediation

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

(Individual)

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Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of H1H2 Owner LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/21/22 Signature: Anne Carson Blair

Print Name: Anne Carson Blair

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By: Susan Edwards for Andrew Guglielmi

Andrew O. Guglielmi, Director Division of Environmental Remediation

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

(Individual)

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Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of H1H2 GPL Owner LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/21/22 Signature: *Anne Carson Blair*

Print Name: Anne Carson Blair

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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Effective Date of the Original Agreement: 4/17/2020

Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Susan Edwards*

for Andrew Guglielmi

Andrew O. Guglielmi, Director Division of Environmental Remediation

Site Code: C224304

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of H1H2 Retail 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. Anne Carson Blair's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/21/22 Signature: Anne Carson Blair

Print Name: Anne Carson Blair

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 4/17/2020

Signature by the Department:

DATED: July 18, 2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards for Andrew Guglielmi

Andrew O. Guglielmi, Director Division
of Environmental Remediation

SUBMITTAL REQUIREMENTS:

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

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** Albany, DER

PROJECT MANAGER: Ruth Curley _____

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

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

COVER PAGE

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

SECTION I CURRENT AGREEMENT INFORMATION

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

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

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

Requestor Address, etc.

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

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

Consultant Name, Address, etc.

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

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

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

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

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

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

1. Property Information on Existing Agreement

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

2a. Addition of Property

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

2b. Reduction of Property

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

2c. Change to SBL or metes and bounds description

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

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

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

This page should only be completed if:

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

AND

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

PART II

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

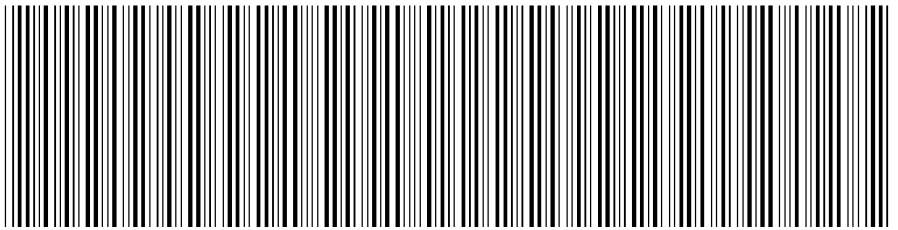
If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

Exhibit A:

**Recorded Deed of HP H1H2 Housing
Development Fund Company, Inc.**

**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: 2021070601644001

Document Date: 06-24-2021

Preparation Date: 07-06-2021

Document Type: DEED

Document Page Count: 5

PRESENTER:

CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVE, 8TH FLOOR
CT19-00708-K (CES)
NEW YORK, NY 10017
212-880-1453
CTINYRECORDING@CTT.COM

RETURN TO:

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

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2472	70	Entire Lot	35 COMMERCIAL STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

H OWNER LLC
535 MADISON AVENUE
NEW YORK, NY 10022

GRANTEE/BUYER:

HP H1H2 HOUSING DEVELOPMENT FUND
COMPANY, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

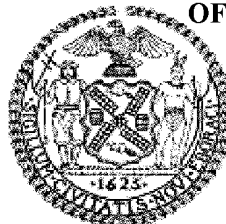
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-19-2021 12:36

City Register File No.(CRFN):

2021000274881



Annette McMill

City Register Official Signature

BARGAIN AND SALE DEED

H OWNER LLC

TO

HP H1H2 HOUSING DEVELOPMENT FUND COMPANY, INC.

Block 2472, Lot 70
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.

BARGAIN AND SALE DEED

THIS INDENTURE, made this ^{as of} 24th day of June, 2021
^

BETWEEN

H OWNER LLC, a New York limited liability company with an office at 535 Madison Avenue, 35th Floor, New York, New York 10022 (hereinafter referred to as "**Grantor**"),

and

HP H1H2 HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation, with an office at c/o NYC Partnership Housing Development Fund Company, Inc., 253 West 35th Street, 3rd Floor, New York, New York 10001 (hereinafter referred to as "**Grantee**")

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

ALL that certain plot, piece of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, and State of New York, known and designated on the Tax Map of the City of New York for Kings County as Block 2472, Lot 70, and bounded and described as set forth in Schedule "A", annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of Grantor in and to said premises; **TO HAVE AND TO HOLD** the Premises herein granted to Grantee, the heirs or successors and assigns of Grantee forever.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

[Signature Page to Follow]

CHICAGO TITLE INSURANCE COMPANY

Title No. CT19-00708-K

SCHEDULE A 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 a point on the northerly side of Commercial Street (Mapped 70 feet wide), distant 663.25 feet (computed) westerly from the intersection of said northerly side of Commercial Street with the westerly side of Manhattan Avenue, said point being the point or place of beginning;

THENCE westerly, along said northerly side of Commercial Street, a distance of 210.78 feet to a point;

THENCE northwesterly, forming an interior angle of 90° with the previous course, a distance of 211.59 feet to a point;

THENCE northeasterly, forming an interior angle of 90° with the previous course, a distance of 210.78 feet to a point;

THENCE southeasterly, forming an interior angle of 90° with the previous course, a distance of 211.59 feet to a point, said point being the point or place of BEGINNING.

(For Information Only: Block 2472 Lot 70)

Together with the benefits of the easements as set forth in the following instruments:

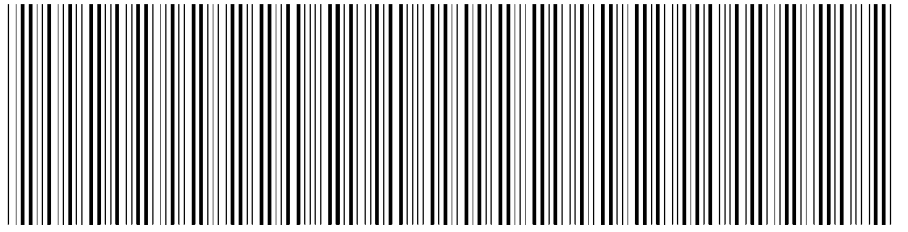
a) Development Parcel and Easement Agreement made between Greenpoint Landing Associates L.L.C. and G Lamp Owner LLC, dated as of 6/30/2014, recorded 8/7/2014 as CRFN 2014000261897.

b) Subparcel Development and Easement Agreement (Subparcel G1) made among Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, and G Owner LLC, dated as of 4/8/2015, recorded 5/29/2015 as CRFN 2015000181452, as amended by First Amendment to Subparcel Development and Easement Agreement (Subparcel G1) made among Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, and G Owner LLC, dated as of 10/19/2015, recorded 10/28/2015 as CRFN 2015000385924, and by Second Amendment to Subparcel Development and Easement Agreement (Subparcel G1) made between Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, and BOP Greenpoint G LLC (as successor in interest to G Owner LLC) dated 5/23/2018, recorded 6/5/2018 in CRFN 2018000185728.

c) Subparcel Development and Easement Agreement (Subparcel H3) made by and between Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, H Owner LLC and BOP Greenpoint H-3 LLC dated 5/23/2018, recorded 6/5/2018 in CRFN 2018000185729, as amended by First Amendment to Subparcel Development Agreement (Subparcel H3) made by and between Greenpoint Landing Associates, L.L.C., H Owner LLC and BOP Greenpoint H-3 LLC dated 9/13/2019 recorded 9/19/2019 in CRFN 2019000302632.

d) Light and Air Easement Agreement made between BOP Greenpoint H-3, LLC and H Owner LLC dated 1/23/2020 recorded 1/30/2020 in CRFN 2020000039202.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2021070601644001001SD1AE

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2021070601644001
Document Type: DEED

Document Date: 06-24-2021

Preparation Date: 07-06-2021

ASSOCIATED TAX FORM ID: 2021061200004

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

4

CERTIFICATION

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

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
253 WEST 35TH STREET 3RD FLOOR				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				SELLER
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
	NY	10001		

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

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

GRANTOR:

H OWNER LLC, a New York limited liability company

TAX IDENTIFICATION
NUMBER:

By: Greenpoint Landing Associates, L.L.C., its sole member

██████████

By: 
Name: Marian Klein
Title: Manager

Sworn to and subscribed to before me on
This 15th day of June, 2021


Notary Public

LEE BABCOCK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6392698
Qualified in Bronx County
Commission Expires June 3, 2023

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES REAL
PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

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

GRANTEE:

**HP H1H2 HOUSING DEVELOPMENT FUND
COMPANY, INC.**, a New York not-for-profit corporation

TAX IDENTIFICATION
NUMBER:

By:


Name: Esther Toporovsky
Title: Vice President



Sworn to and subscribed to before me on
This 15th day of June, 2021



Notary Public

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

Exhibit B:

**Declaration of Interest and Nominee
Agreement by and between HP H1H2
Housing Development Fund Company, Inc.,
and H1H2 Owner LLC**

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

HP H1H2 HOUSING DEVELOPMENT FUND COMPANY, INC.

AND

H1H2 OWNER LLC

Block 2472
Lot 70
Brooklyn, New York

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

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this “Agreement”) is made this 24th day of June, 2021, by and between **HP H1H2 HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York (“Article XI”) and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 253 West 35th Street, 3rd Floor, New York, New York 10001 (the “HDFC”), and **H1H2 OWNER LLC**, a New York limited liability company, having its office at 535 Madison Avenue, New York, New York 10022 (the “Company”).

W I T N E S E T H:

WHEREAS, a fee interest in the premises described in Schedule “A” annexed hereto and made a part hereof (the “Property”) is being acquired this day by the HDFC solely as nominee legal or record title holder on behalf of the Company, as beneficial and equitable owner of the Property, for the ownership, development, construction, rehabilitation, and leasing of a residential building, which is comprised of approximately three hundred seventy four (374) residential rental units including one (1) superintendent’s unit (collectively, the “Project”) in accordance with Article XI; and

WHEREAS, after the date hereof, the HDFC and the Company, as declarants, shall subject the Property to a condominium regime pursuant to a Declaration of Condominium, which to be formed condominium will consist of a six (6) unit condominium known as H1H2 Condominium (the “Condominium”), and such Condominium shall be comprised of: (i) one (1) condominium unit containing one hundred and ninety two (192) residential units (inclusive of one (1) superintendent’s unit), together with the common elements appurtenant thereto (“Unit 1”); (ii) one (1) condominium unit containing seventy one (71) residential units, together with the common elements appurtenant thereto (“Unit 2”); (iii) one (1) condominium unit containing seventy one (71) residential units, together with the common elements appurtenant thereto (“Unit 3”); (iv) one (1) condominium unit containing forty (40) residential units, together with the common elements appurtenant thereto (“Unit 4”); (v) one condominium unit containing approximately 4,421 square feet of commercial space (“Unit 5”); and (vi) one condominium unit containing approximately 3,215 square feet of commercial space (“Unit 6” and collectively with Unit 1, Unit 2, Unit 3, Unit 4 and Unit 5 after the formation of the Condominium, the “Project”) in accordance with Article XI; and

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

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

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

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

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

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

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

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

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

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

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of the Company and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC, NYC Partnership Housing Development Fund Company, Inc. ("NYCP"), and Housing Partnership Development Corporation ("HPDC") as named or additional insureds;

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

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

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

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

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

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

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

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

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

2. The HDFC hereby agrees at the direction of Company to execute any and all documents necessary to grant any governmental entity or financial institution or institutions making Loans to the Company a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents required to be executed by the HDFC in connection with the financing and development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, provided further that the HDFC shall not be obligated to execute any such documents that would violate the provisions of Article XI and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC in its capacity as the legal or record title owner of the Property.

3. A. The Company shall fully protect, defend, indemnify, and hold the HDFC, NYCP, HPDC, and each of their members, directors, employees and officers (singularly an

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

B. The Company shall, to the fullest extent permitted by law, protect, defend, indemnify and save an Indemnified Party harmless from and against all liabilities, losses, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses of counsel, subject to Section 3(C) below, whether incurred in litigation with the Company or with any third parties), imposed upon or incurred by or asserted against an Indemnified Party by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except if arising out of the willful misconduct or gross negligence of the HDFC. The Company’s obligations and liabilities under this section shall survive any foreclosure involving the Property, or any part thereof, or HDFC’s delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation

Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

C. In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section, the Company shall assume the investigation and defense of such action or proceeding, within the earlier of thirty (30) days of the HDFC's written request (or such earlier time as is necessitated by such action or proceeding as reasonably determined by the Company and HDFC), including the employment of counsel if one is not retained by the insurance company, and shall assume the payment of all expenses related thereto. In the event that (i) neither the insurance company nor the Company retains counsel for such action or proceeding within the timeframe allotted in the preceding sentence, or (ii) the HDFC concludes in good faith that a conflict of interest exists, the HDFC shall have the right, to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Company shall pay all reasonable fees and expenses of such separate counsel.

Notwithstanding any provision to the contrary in this Section 3, should the Company fail to comply with an Indemnified Party's request to retain counsel for defense of a Claim pursuant to this Section 3 and counsel has not been retained by Company or the applicable insurance company, as pursuant to and in accordance with this Section 3, such Indemnified Party shall have the right to employ counsel of its choosing in defense of such Claim, and the Company shall assume the payment of all expenses related thereto. This Section 3 shall survive the expiration or termination of this Agreement.

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

5. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Company, to execute and deliver to the Company a deed in proper recordable form transferring and conveying to the Company all of the HDFC's right, title and interest in and to the Property. The HDFC hereby unconditionally and unequivocally constitutes and appoints the Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such deed and any other documents or instruments required to convey the Property on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed, delivered and recorded by the HDFC on the following conditions: (i) the Company shall advise the HDFC of the need to execute such documents on not less than ten (10) business days' notice; and (ii) should the HDFC fail to comply with the Company's request based upon a failure to respond to the Company within such ten (10) business days' notice of such request, the Company shall then have the right to execute all such documents in the name and on behalf of the HDFC as if the HDFC were the party executing the same. The parties agree that the HDFC's failure to comply with the provisions of this Section 5

shall cause irreparable harm to Company for which no adequate remedy at law will be available and, in addition to any other available remedies, the Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section 5. Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deeds or other documents which violate the Project Documents, the Not-for-Profit Corporation Law of the State of New York, Article XI of the Private Housing Finance Law of the State of New York and/or the HDFC's Certificate of Incorporation and by-laws.

6. The Company acknowledges and agrees that the HDFC's Certificate of Incorporation (the "HDFC COI") prohibits the HDFC from causing or permitting any vacant dwelling unit in the Project, with the exception of one superintendent's unit, to be rented to, subleased to, or occupied by, anyone other than a Person of Low Income. "Person Of Low Income" shall mean a household which, on the date of its initial occupancy, has an Annual Income that does not exceed the lesser of 165% of AMI or such lower income as may be required at any time pursuant to an agreement with the City of New York, by and through its Department of Housing Preservation and Development ("HPD") or with any other governmental agency or instrumentality. The Company expressly represents, warrants, and covenants that it shall not cause or permit any leasing, subleasing, or occupation of any dwelling unit in the Project which violates the provisions of the HDFC COI cited in this Section 6. The Company shall fully protect, defend, indemnify, and hold an Indemnified Party harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of counsel, subject to Section 3(C) above) whether incurred in disputes, both litigated and non-litigated, with the Company or with any third parties arising out of or in any way relating to any failure of the Company to comply with this Section 6. If the HDFC determines that the use of the Property does not comply with the HDFC COI, applicable regulatory agreements or the Project Documents, the HDFC shall have the right to convey the Property to the Company or the Company's designee for nominal consideration at the Company's expense in the same state of title as exists as of the date hereof and shall return all reports, information and documents, relating to the Property and Project to the Company and this Agreement shall be terminated and of no further force and effect, except however to the extent there is any change in the condition of title as a result of liens, judgments or assessments that accrue or vest between the date hereof up to and including the date of the reconveyance of title to Company or Company's Designee, the HDFC shall be not be liable for or in any way obligated to satisfy such liens, judgments or assessments or restore title to its condition on the date hereof, unless the change in condition came about through the willful misconduct or gross negligence of the HDFC.

The Company expressly represents, warrants, and covenants that it shall not cause or permit any leasing, subleasing, or occupation of any dwelling unit in the Project which violates the provisions of the HDFC COI cited in this Section 6. The Company shall fully protect, defend, indemnify, and hold the Indemnified Party harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of counsel, subject to Section 3(C) above) whether incurred in disputes, both litigated and non-litigated, with the

Company or with any third parties arising out of or in any way relating to any failure of the Company to comply with this Section 6.

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

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

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

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

(d) Except as expressly provided in Section 2 and Section 6 hereof, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Company;

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

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

(g) The HDFC shall not commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; shall not consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC of any substantial part of its property; shall not make any general assignment for the benefit of creditors; shall not fail generally to pay its debts as such debts become due; and shall not take any action in furtherance of any of the foregoing;

(h) Except as explicitly provided for in Section 7 of this Agreement, no actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which relate to, impact, or otherwise affect the Property or the Project or any part or parts thereof or of any interest therein, except with the prior written consent of the Company, which may be withheld in its sole reasonable discretion. Further, any and all actions taken by the HDFC with respect to the Property or any parts thereof shall be taken solely in its capacity as nominee for the Company and not for its own ends or purposes;

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

(j) So long as the HDFC shall hold record fee title to the Property, the Company shall prepare and file the annual IRS Form 990s and any other federal or state tax filings or returns reasonably requested by the HDFC in writing in its sole and reasonable discretion, on behalf of the HDFC, and provide such tax returns to the HDFC for execution, at no expense to the HDFC. If applicable, the HDFC shall file New York State Form Char 500s and Form Char 410s and the Company shall pay for any filing fees in connection with such filings upon the written request of the HDFC which shall include reasonable back up documentation of such filing fees.

8. Miscellaneous Provisions.

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

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

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties. Any assignment without such express written consent shall be void.

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

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

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

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street
Charlotte, NC 28288
Attention: Director of Tax Credit Asset Management

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Philip Spahn

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

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

(i) Notwithstanding anything contained herein to the contrary, if there is an Event of Default under any Government Financing Document, as defined herein, the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the Developer, provided that Developer 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.

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

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

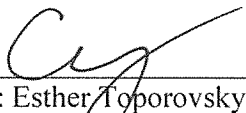
(l) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

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

HDFC:

HP H1H2 HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation

By: 
Name: Esther Toporovsky
Title: Vice President

COMPANY:

H1H2 OWNER LLC, a New York limited liability company

By: H1H2 Manager LLC, its managing member

By: H1H2 MM LLC, its manager

By: _____
Name: Marian Klein
Title: Authorized Signatory

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

HDFC:

HP H1H2 HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation


By: _____
Name: Esther Toporovsky
Title: Vice President

COMPANY:

H1H2 OWNER LLC, a New York limited liability company

By: H1H2 Manager LLC, its managing member

By: H1H2 MM LLC, its manager

By: 

Name: Marian Klein
Title: Authorized Signatory

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

On the ___ day of _____, 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared ESTHER TOPOROVSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

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

On the 15th day of June, 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared MARIAN KLEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

LEE BABCOCK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6392698
Qualified in Bronx County
Commission Expires June 3, 2023

SCHEDULE "A"

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 northerly side of Commercial Street (Mapped 70 feet wide), distant 663.25 feet (computed) westerly from the intersection of said northerly side of Commercial Street with the westerly side of Manhattan Avenue, said point being the point or place of beginning;

THENCE westerly, along said northerly side of Commercial Street, a distance of 210.78 feet to a point;

THENCE northwesterly, forming an interior angle of 90° with the previous course, a distance of 211.59 feet to a point;

THENCE northeasterly, forming an interior angle of 90° with the previous course, a distance of 210.78 feet to a point;

THENCE southeasterly, forming an interior angle of 90° with the previous course, a distance of 211.59 feet to a point, said point being the point or place of BEGINNING.

(For Information Only: Block 2472 Lot 70)

Together with the benefits of the easements as set forth in the following instruments:

a) Development Parcel and Easement Agreement made between Greenpoint Landing Associates L.L.C. and G Lamp Owner LLC, dated as of 6/30/2014, recorded 8/7/2014 as CRFN 2014000261897.

b) Subparcel Development and Easement Agreement (Subparcel G1) made among Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, and G Owner LLC, dated as of 4/8/2015, recorded 5/29/2015 as CRFN 2015000181452, as amended by First Amendment to Subparcel Development and Easement Agreement (Subparcel G1) made among Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, and G Owner LLC, dated as of 10/19/2015, recorded 10/28/2015 as CRFN 2015000385924, and by Second Amendment to Subparcel Development and Easement Agreement (Subparcel G1) made between Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, and BOP Greenpoint G LLC (as successor in interest to G Owner LLC) dated 5/23/2018, recorded 6/5/2018 in CRFN 2018000185728.

c) Subparcel Development and Easement Agreement (Subparcel H3) made by and between Greenpoint Landing Associates, L.L.C., Greenpoint Landing Lot 32, LLC, H Owner LLC and BOP Greenpoint H-3 LLC dated 5/23/2018, recorded 6/5/2018 in CRFN 2018000185729, as amended by First Amendment to Subparcel Development Agreement (Subparcel H3) made by and between Greenpoint Landing Associates, L.L.C., H Owner

LLC and BOP Greenpoint H-3 LLC dated 9/13/2019 recorded 9/19/2019 in CRFN 2019000302632.

d) Light and Air Easement Agreement made between BOP Greenpoint H-3, LLC and H Owner LLC dated 1/23/2020 recorded 1/30/2020 in CRFN 2020000039202.