



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:



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:

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

b. ☒ Change in ownership ☒ 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 ☐ No Submitted on: _____



Amendment to modify description of the property(ies) listed in the existing BCA



Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA



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.



Other (explain in detail below)

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

- On or about December 22, 2025, The City of New York's Department of Housing Preservation and Development conveyed all right, title, and interest in Block 2272 Lot 49, and Block 2269 Lot 52 in the Site, to Bartlett Crossing Housing Development Fund Company, Inc.

- On or about December 22, 2025, Bartlett Crossing LLC, already an Applicant on the BCA, was nominated and declared as the Beneficial Owner of the Site. By way of this BCA amendment, we are seeking to add Bartlett Crossing Housing Development Fund Company, Inc. as an additional applicant to the BCA. See Deed and Land Disposition Agreement attached hereto.

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

BCP SITE NAME: Broadway Triangle Site A

BCP SITE NUMBER: C224333

NAME OF CURRENT APPLICANT(S): Bartlett Crossing LLC, Bartlett Crossing Managers LLC, and Bartlett Crossing UNP LLC

INDEX NUMBER OF AGREEMENT: C224333-12-21

DATE OF ORIGINAL AGREEMENT: 12/16/21

APPLICANT'S SIGNATORY: Frank Lang

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

NAME: Bartlett Crossing Housing Development Fund Company, Inc.

ADDRESS: c/o St. Nicks Alliance Corp, 2 Kingsland Avenue

CITY/TOWN: Brooklyn

ZIP CODE: 11211

PHONE: (718) 388-5454

EMAIL: ebrathwaite@stnicksalliance.org

REQUESTOR CONTACT: Ezra Brathwaite

ADDRESS: c/o St. Nicks Alliance Corp, 2 Kingsland Avenue

CITY/TOWN: Brooklyn

ZIP CODE: 11211

PHONE: (718) 388-5454

EMAIL: ebrathwaite@stnicksalliance.org

REQUESTOR'S CONSULTANT: No Change to Consultant

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

REQUESTOR'S ATTORNEY: Fox Rothschild LLP

CONTACT: George Duke, Esq.

ADDRESS: 101 Park Avenue, 17th Floor

CITY/TOWN: New York

ZIP CODE: 10178

PHONE: (212) 450-9847

EMAIL: gduke@foxrothschild.com

Y

N

1. Is the requestor authorized to conduct business in New York State?

☒☐

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?

☒☐

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?

☒☐

4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?

N/A

☒☐☐

5. Describe the new requestor's relationship to all existing applicants:

The new requestor is the sponsor of the development of the Site.

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: ☐ Existing Applicant ☒ New Applicant ☐ Non-Applicant

OWNER'S NAME: Bartlett Crossing Housing Development Fund Company, Inc. CONTACT: Ezra Brathwaite

ADDRESS: c/o St. Nicks Alliance Corp, 2 Kingsland Avenue

CITY/TOWN: Brooklyn

ZIP CODE: 11211

PHONE: (718) 388-5454

EMAIL: ebrathwaite@stnicksalliance.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?	☐	☒
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	☐	☒
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.	☐	☒
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.	☐	☒
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.	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒

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?	☐	☒	
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?	☐	☒	
11. Are there any unregistered bulk storage tanks on-site which require registration?	☐	☒	
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:			
☐ 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 a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A ☐	Y ☒	N ☐
14. Requestor's relationship to the property (check all that apply): ☐ Prior Owner ☒ Current Owner ☐ Potential/Future Purchaser ☐ Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A ☒	Y ☐	N ☐

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

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

Y	N
☐	☐

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

Complete this section for any addition of property. Use additional copies of this section as necessary.

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:		ZIP:
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
☐ PREVIOUS OWNER	☐ CURRENT OWNER	☐ POTENTIAL/FUTURE PURCHASER	☐ OTHER: _____	
<i>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</i> IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A				

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:		ZIP:
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
☐ PREVIOUS OWNER	☐ CURRENT OWNER	☐ POTENTIAL/FUTURE PURCHASER	☐ OTHER: _____	
<i>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</i> IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A				

6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

☐ YES ☐ NO ☐ N/A (land being added has been merged with an existing BCP lot and the applicant is not seeking to add more than an insignificant acreage of property to the BCA)

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?	☐	☐
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	☐	☐
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.	☐	☐
4. Is the property upside down as defined below? 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.	☐	☐
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u> Are the parcels being added underutilized as defined below? From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	☐	☐

6. Is the project and affordable housing project as defined below? 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' household's 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 homeowners 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.	☐	☐
7. Is the project a planned renewable energy facility site as defined below? From ECL 27-1405(33) as of April 9, 2022: "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. From Public Service Law Article 4 Section 66-p as of April 23, 2021: (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.	☐	☐
8. 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? From ECL 75-0111 as of April 9, 2022: (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.	☐	☐

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

BCP SITE NAME: Broadway Triangle Site A

BCP SITE NUMBER: C224333

NAME OF CURRENT APPLICANT(S): Bartlett Crossing LLC, Bartlett Crossing Managers LLC, and Bartlett Crossing UNP LLC

INDEX NUMBER OF AGREEMENT: C224333-12-21

DATE OF ORIGINAL AGREEMENT: 12/16/21

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.

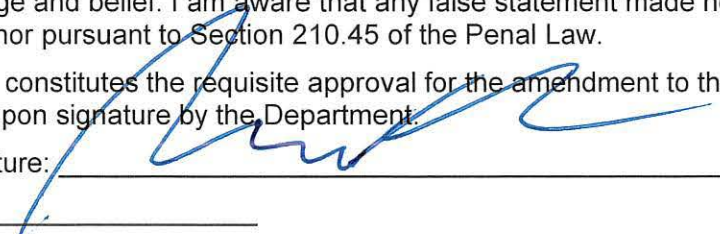
Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am an Authorized Signatory (title) of BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC. (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.

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

Date: 1/30/26 Signature: Print Name: Michael Rochford

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 Executive Director (title) of BARTLETT CROSSING UNP 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.

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

Date: 1/30/26 Signature: _____

Print Name: Michael Rochford

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐ PARTICIPANT

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

☒ VOLUNTEER

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

Effective Date of the Original Agreement: 12/16/21

Signature by the Department:

DATED: 4/6/26NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Executive Director (title) of BARTLETT CROSSING MANAGERS 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. Michael Rochford's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/30/26 Signature: _____

Print Name: Michael Rochford

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

**PARTICIPANT**

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

**VOLUNTEER**

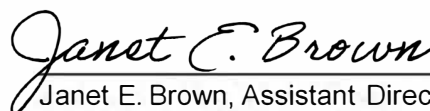
A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 12/16/21

Signature by the Department:

DATED: 4/6/26NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Executive Director (title) of BARTLETT CROSSING 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.

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

Date: 1/30/26 Signature: _____

Print Name: Michael Rochford

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:



PARTICIPANT

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



VOLUNTEER

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

Effective Date of the Original Agreement: 12/16/21

Signature by the Department:

DATED: 4/6/26NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown

Janet E. Brown, Assistant Director

Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway, 12th Floor
 - Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.

**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.

For all sites seeking to add property to the site, provide all requested information for each additional tax parcel (full or partial). Refer to the list below for additional required attachments.

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*
 - d. *For additions of property ONLY:*
 - i. *Data summary tables for each affected medium, highlighting exceedances of reasonably anticipated use SCOs*
 - ii. *Site drawings for each affected medium, identifying exceedances of reasonably anticipated use SCOs*
 - iii. *Proof of site access or ownership*
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 sites requesting an upside down or underutilized determination, an affidavit from the applicant and any documentation in support of this determination must be included. Note that an eligibility determination for the underutilized category can only be made at the time of initial application, so that determination can only apply to new parcels being considered for addition to the BCA.*
- 3. For affordable housing projects: provide the affordable housing regulatory agreement and any additional relevant information.*
- 4. 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.*
- 5. 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

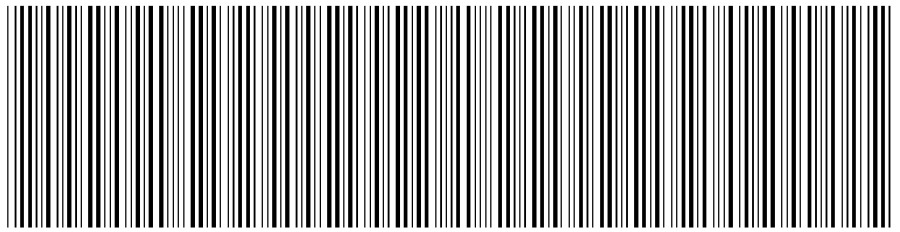
The information in the "EXISTING AGREEMENT INFORMATION" section should auto-populate with the information provided on page 2.

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.

**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.



2026011201036001001E9F52

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 48

Document ID: 2026011201036001

Document Date: 01-09-2026

Preparation Date: 01-12-2026

Document Type: DEED

Document Page Count: 47

PRESENTER:

FEDERATED NATIONAL LAND, LLC
39 BROADWAY, SUITE 1920
FNL-NY-201352-K
NEW YORK, NY 10006
212-796-4280
INFO@FEDERATEDNLCOM

RETURN TO:

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
100 GOLD STREET, ROOM 5-S2 (DF)
OFFICE OF LEGAL AFFAIRS
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2272	49	Entire Lot	663-667 FLUSHING AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BROOKLYN	2269	52	Entire Lot	29-31 BARTLETT STREET

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

THE CITY OF NEW YORK
C/O: DEPT OF HOUSING PRESERVATION AND DEVELOPMENT, 100 GOLD STREET
NEW YORK, NY 10038

GRANTEE/BUYER:

BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY
C/O: ST. NICKS ALLIANCE CORP., 2 KINGSLAND AVENUE
BROOKLYN, NY 11211

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
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Taxable Mortgage Amount:	\$	0.00
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Exemption:

TAXES: County (Basic):	\$	0.00
------------------------	----	------

City (Additional):	\$	0.00
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Spec (Additional):	\$	0.00
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TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
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TOTAL:	\$	0.00
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Recording Fee:	\$	274.00
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Affidavit Fee:	\$	0.00
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Filing Fee:

\$	250.00
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NYC Real Property Transfer Tax:

\$	0.00
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NYS Real Estate Transfer Tax:

\$	0.00
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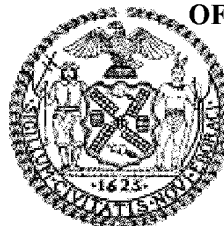
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 01-14-2026 16:10

City Register File No.(CRFN):

2026000015160



Collette McChia-Jacques

City Register Official Signature

THIS DEED ("Deed"), entered into as of the January 9, 2026, by and between **THE CITY OF NEW YORK**, a municipal corporation formed pursuant to the laws of the State of New York, having its principal office at City Hall, New York, New York 10007 ("City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having its principal office at 100 Gold Street, New York, New York 10038 ("HPD"), as Grantor, and **BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law ("PHFL") of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its principal office at c/o St. Nicks Alliance Corp., 2 Kingsland Avenue, Brooklyn, NY 11211, as Grantee ("Sponsor").

WHEREAS, the City is the owner of certain real property, consisting of all those plots, pieces, or parcels of real property situated, lying, and being in the City and State of New York, as more particularly described in Exhibit A annexed hereto and made a part hereof ("Land"), and all buildings and improvements situated on the Land ("Improvements"); and

WHEREAS, the present condition of the Land and Improvements known as (i) Block 2272, Lot 49 on the Tax Map of the City of New York (the "Tax Map"; such parcel "Disposition Area Parcel 49") and (ii) Block 2269, Lot 52 on the Tax Map ("Disposition Area Parcel 52"; together with Disposition Area Parcel 49 collectively, the "Disposition Area") tends to impair or arrest the sound growth and development of the municipality; and

WHEREAS, Disposition Area Parcel 49 is located in the Broadway Triangle Urban Renewal Area ("Area") and identified as a site in the First Amended Broadway Triangle Urban Renewal Plan for Broadway Triangle Urban Renewal Area ("Plan"); and

WHEREAS, the City desires to encourage the redevelopment of deteriorated City-owned properties and to promote the development of affordable housing; and

WHEREAS, the Disposition Area is eligible to be conveyed pursuant to Article 16 of the General Municipal Law ("GML"); and

WHEREAS, in furtherance of the objectives of Article 16 of the GML, the City has undertaken a program for the clearance, replanning, reconstruction, and neighborhood rehabilitation of slum and blighted areas in the City; and

WHEREAS, in furtherance of such program, the City is undertaking an Urban Development Action Area Project for the development of the Disposition Area ("Project"), as such Project is more fully described in a certain Land Disposition Agreement ("LDA") and a certain Affordable Housing Regulatory Agreement ("Regulatory Agreement") among the City, Sponsor and Bartlett Crossing LLC ("Beneficial Owner"), of even date herewith; and

WHEREAS, HPD has prepared the project summaries for the redevelopment of the Disposition Area as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, HPD issued a request for proposals ("RFP") under its Extremely Low and Low-Income Affordability (ELLA) Program ("Program") for the development of the Disposition Area that, among other things, governed the selection criteria for designating a sponsor for the Disposition Area; and

WHEREAS, HPD has selected Sponsor pursuant to the RFP and has designated Sponsor as a qualified and eligible sponsor of the Project pursuant to Section 695 of the GML; and

WHEREAS, the parties contemplate that the Disposition Area will be developed with subsidy assistance pursuant to Article 16 of the GML and that the Sponsor and the Project shall be subject thereby to the requirements of the PHFL and the Program; and

WHEREAS, Sponsor and Beneficial Owner will obtain mortgage loan financing to develop the Project and, in connection with such financing, Sponsor and Beneficial Owner and the lenders, as applicable, will execute one or more notes, mortgages, and related agreements or instruments (collectively, "Loan Documents");

WHEREAS, on May 19, 2022, by Resolution No. 179, a copy of which is annexed hereto as Exhibit B and made a part hereof, the Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of Disposition Area Parcel 52 tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) designated Disposition Area Parcel 52 as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project on Disposition Area Parcel 52 as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on December 21, 2009, by Resolution No. 2322, a copy of which is annexed hereto as Exhibit B-1 and made a part hereof, the Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of Disposition Area Parcel 49 tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) designated the Disposition Area Parcel 49 as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project on Disposition Area Parcel 49 as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on November 18, 2025, by the document annexed hereto as Exhibit C and made a part hereof, the Mayor, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) approved the designation of Sponsor as a qualified and eligible sponsor pursuant to Section 695 of the GML, (ii) approved the sale of the Disposition Area by the City to Sponsor pursuant to Section 695 of the GML, and (iii) approved the LDA;

WHEREAS, Legal Owner holds record title and Beneficial Owner holds beneficial and equitable title to the Disposition Area pursuant to that certain Declaration of Interest and Nominee Agreement between Legal Owner and Beneficial Owner, of even date herewith and intended to be submitted to the Office of the City Register, Kings County for recording therein;

WHEREAS, Sponsor proposes to purchase the Disposition Area from the City upon the terms and conditions set forth in the LDA and to undertake the redevelopment of the Disposition Area with Beneficial Owner to accomplish the construction and development of the Project; and

WHEREAS, any capitalized terms not defined herein shall have the meanings ascribed to them in the LDA.

NOW THEREFORE, the City, in consideration of the sum of **TWO DOLLARS** (\$2.00) (\$1.00 per tax lot) paid by Sponsor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release the Disposition Area unto Sponsor, its successors and assigns forever, subject only to the restrictions set forth or referred to herein.

TO HAVE AND TO HOLD the Disposition Area herein granted unto Sponsor, its successors and assigns forever, as follows:

1. Conveyance.

- A. Title. The City hereby conveys to Sponsor, and Sponsor accepts from the City, all right, title, and interest of the City in and to the Disposition Area, subject to, without limitation, the trust fund provisions of Section 13 of the Lien Law and all terms, covenants, and conditions of this Deed, the LDA, and the Regulatory Agreement.
- B. "As Is" Condition. Sponsor accepts the Disposition Area in its "as is" condition on the date ("Closing Date") of delivery of this Deed to Sponsor ("Closing"). The City has not made any representations or warranties regarding the condition of the Disposition Area and neither has nor had any obligation to undertake demolition, site clearance, or site preparation. The City neither represents nor warrants any facts regarding such condition, including, but not limited to, that it will be suitable for the Project. Sponsor represents and warrants that Sponsor has inspected the Disposition Area and is fully familiar with its condition.

2. Revesting.

A. Revesting.

- 1. Default. Until the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the occurrence of any of the following shall constitute an event of default ("Default"):
 - a. Failure to commence Construction on or before the Commencement Date;
 - b. Failure to perform the Construction in accordance with the Approved Plans;
 - c. Abandonment or substantial suspension of Construction before the Completion Date;
 - d. Failure to both (i) complete ninety five percent (95%) of the value of Construction on or before the Completion Date in accordance with the Approved Plans, as such percentage and compliance are determined by HPD, and (ii) obtain a temporary or permanent Certificate of Occupancy on or before the Completion Date for all of the improvements on the Disposition Area; and
 - e. Any Prohibited Transfer without the prior written consent of HPD; and

- f. Any default or event of default under a nominee agreement which remains uncured beyond the applicable cure period.
2. Cure.
 - a. Upon the occurrence of any Default, HPD shall give written notice of such Default ("Default Notice") to Sponsor and to any Holder which has previously requested such Default Notice in writing.
 - b. Sponsor and any Holder shall be permitted thirty (30) days from the date of any Default Notice ("Cure Period") to cure such Default to the satisfaction of HPD ("Cure").
 - c. If HPD, in its sole discretion, determines in writing that the nature of the Default makes it impossible to complete a Cure within the Cure Period, the Default Notice shall state such determination and shall specify such longer period ("Extended Cure Period") to effectuate a Cure as HPD, in its sole discretion, shall determine; provided, however, that such Extended Cure Period shall end not later than ninety (90) days after the Completion Date. Sponsor or any Holder shall be permitted to commence the Cure of such Default and to thereafter diligently and continuously pursue the Cure of such Default during the Extended Cure Period until such Default shall be completely Cured.
 - d. Any Default which is Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be a Cured Default ("Cured Default"). Any Default which is not Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be an uncured Default ("Uncured Default").
 - e. If, after the issuance of a Default Notice, such Default is Cured within the Cure Period or, if applicable, any Extended Cure Period, HPD shall issue, within thirty (30) days after receipt of a written request therefor by Sponsor or any Holder, a written notice ("Cure Notice") (i) certifying that such Default is a Cured Default, (ii) certifying that such Cured Default will not result in an exercise of the City's rights pursuant to this Section 2, and (iii) reserving the right of the City to exercise its rights pursuant to this Section 2 for any other or future Default; provided, however, that the failure to explicitly reserve any right in the Cure Notice shall not result in the waiver of any such right.
 - f. In the event of any Uncured Default, the City may, at its sole option, exercise the City's rights pursuant to Section 2.A.3.
3. Revesting. If any Uncured Default shall occur prior to the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City may, subject to the laws of the State of New York, re-enter and take possession of the Disposition Area and terminate and

revert in the City the estate conveyed to Sponsor, in which event all right, title, and interest of Sponsor in and to the Disposition Area shall revert to the City. Upon the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City's rights pursuant to this Section 2.A shall terminate. Upon the issuance of a Certificate of Completion for a portion of the Project pursuant to Section 201.B of the LDA, the City's right to revert that portion of the Project pursuant to this Section 2.A shall terminate.

4. Subordination.

- a. Notwithstanding the provisions of this Section 2.A, any reversion of title in the City pursuant to the terms of this Deed or the LDA shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage ("Mortgage") held by a Holder which is authorized by the LDA, or (ii) any rights or interests provided in the LDA for the protection of the Holder of such Mortgage.
- b. Upon the request of Sponsor, the City shall deliver to the Holder at the Closing an instrument in recordable form, whereby the City's rights and interests and Sponsor's covenants under this Deed and the LDA (except for the provisions of Section 202 of the LDA and any provisions which would control by operation of law even in the absence of this Deed and the LDA) are subordinated to the lien of the Mortgage in the event that Sponsor ceases to hold title to the Disposition Area as a result of the Holder's exercise of a remedy for the Sponsor's default under the Loan Documents.
- c. If, after the issuance of any Default Notice, any Holder shall Cure the Default before the expiration of the Cure Period (or, if applicable, any Extended Cure Period), such Holder may add the cost of Curing such Default to the Mortgage debt and to the lien of its Mortgage.

B. Assignment of Surplus Money. If title to the Disposition Area is reverted in the City pursuant to this Section 2, and HPD thereafter determines to sell all or any portion of the Disposition Area, the proceeds thereof, if any, shall be retained by HPD. Sponsor hereby assigns to HPD any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Disposition Area prior to the issuance of the Certificate of Completion for that portion. Sponsor and Beneficial Owner shall execute an assignment of surplus money in recordable form if the City, in its sole discretion, determines that such a document is necessary in order to effectuate such assignment.

C. Other Remedies. Notwithstanding any provisions of this Section 2 to the contrary, the remedies of the City pursuant to this Section 2 shall not be exclusive. With respect to any Default, the remedies of the City pursuant to this Section 2 shall be in addition to and concurrent with all other defenses, rights, and remedies which the City has, will have, or may have pursuant to this Deed, the LDA, the Regulatory Agreement, the Loan Documents, or any other

agreement between Sponsor and the City (collectively, "Project Documents"), or under law, equity, or otherwise. With respect to any violation of any Project Document which is not a Default, the City shall retain each and every defense, right, and remedy which the City has, will have, or may have pursuant to this Deed or any other Project Document or under law, equity, or otherwise.

3. No Transfer. Prior to issuance of a Certificate of Completion for the entire Project by the City pursuant to Section 201.B of the LDA, there shall be no transfer of title to the Disposition Area or change of ownership interest in Sponsor except in accordance with Article III of the LDA.
4. Program Compliance And Non-Discrimination. Sponsor, by its acceptance and execution of this Deed, covenants and agrees, for and on behalf of itself, its successors and assigns, and every successor in interest to the Disposition Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the City and enforceable by the City against Sponsor and its successors and assigns to the fullest extent permitted by law and equity:
 - A. Sponsor, its successors and assigns shall devote the Disposition Area to the uses specified in, and shall otherwise comply with, the LDA, the Regulatory Agreement, and the other Project Documents.
 - B. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting discrimination or segregation by reason of actual or perceived age, race, creed, religion, gender, gender identity or gender expression, sex, color, national origin, ancestry, sexual orientation, disability, marital status, status as a victim of domestic violence, stalking, and sex offenses, partnership status, presence of a service or emotional support animal, familial status, alienage status, citizenship status, lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance, including Section 8 vouchers), lawful occupation, military status, because children are, may be, or would be residing with such person or persons, or any other class protected from discrimination in housing accommodations by federal, state, or local law (collectively, "Prohibited Distinctions") in the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.
 - C. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, is restricted upon the basis of any Prohibited Distinction.
 - D. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Section 4.B and Section 4.C in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of

the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.

5. Sponsor's Certification Pursuant to Section 695 of the GML. Sponsor hereby represents, warrants, and certifies, pursuant to Section 695 of the GML, that Sponsor is neither a former owner in fee nor the spouse of a former owner in fee of all or any part of the Disposition Area, or of any property acquired by the City through real property tax or other lien enforcement proceedings, nor is Sponsor a business entity substantially controlled by such a former owner, nor is Sponsor a successor in interest to any such former owner. If such representation, warranty, and certification by Sponsor is false in whole or in part, or if Sponsor otherwise violates or has violated Section 695 of the GML, this Deed and the LDA shall be voidable by the City in accordance with Section 695 of the GML.
6. No Merger. Notwithstanding the specific recital in this Deed of certain of the covenants and agreements which are provided for in the LDA, the Regulatory Agreement, or any other Project Document, each and every covenant, term, provision, and condition contained in the LDA, the Regulatory Agreement, or any other Project Document shall survive this Deed and shall remain in full force and effect, and no covenant, term, provision, or condition contained in the LDA, the Regulatory Agreement, or any other Project Document shall in any event or in any respect be merged with this Deed.
7. Covenants Running With Land. The agreements and covenants set forth in this Deed shall run with the land and shall be binding to the fullest extent permitted by law and equity. Such covenants shall inure to the benefit of the City and shall bind and be enforceable against Sponsor and its successors and assigns.
8. Severability. If any term or provision of this Deed shall be found to be void, voidable, or otherwise unenforceable, such term or provision shall be deemed severed from this Deed and shall have no further force or effect, and the remaining terms and provisions shall thereafter continue in full force and effect to accomplish the intent and purpose of this Deed to the fullest extent possible.
9. Waiver. To the extent permitted by law, Sponsor hereby waives any and all rights it may have, at law or equity, to challenge, modify, set aside, extinguish, enjoin enforcement of, or seek relief from any of the terms, conditions, covenants, restrictions, or agreements in this Deed.
10. Cross-Default. A default pursuant to the LDA, the Regulatory Agreement, or any other Project Document shall constitute a default pursuant to this Deed.
11. Urban Renewal Plan Compliance. Sponsor and Beneficial Owner shall develop and operate the Disposition Area in accordance with the requirements of the Plan, a copy of which is annexed hereto as Exhibit D and made a part hereof. Notwithstanding any provision to the contrary in this Deed or any other Project Document, the requirements of this Section 11 shall survive until the later of (i) thirty (30) years from the date hereof, or (ii) the date upon which the Plan expires by its own terms.
12. Notices.

- A. Each notice, approval, consent, request, waiver, or communication given or required to be sent under this Deed ("Notice") shall be in writing and either (i) sent by regular or express mail, postage prepaid, or (ii) delivered in person or by nationally recognized overnight courier, with receipt acknowledged.
- B. Each Notice shall be addressed as follows:
1. When sent by the City to Sponsor, at the address first set forth above.
 2. When sent by Sponsor to the City, to:

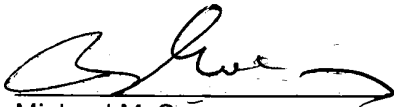
Department of Housing Preservation and Development
100 Gold Street, Room 9A-1
New York, New York 10038
Attention: Deputy Commissioner for Development
- C. Each party shall notify the other in the case of a change in address in the manner for delivering Notices provided in this Section 12, which changed address shall thereafter be the address to which Notices are sent.
- D. Each Notice delivered by regular or express mail shall be deemed to have been given upon the third (3rd) business day following the date upon which such Notice is deposited in the United States mail, postage prepaid. Each Notice delivered in person or by nationally recognized overnight courier, with receipt acknowledged, shall be deemed given upon actual delivery, as evidenced by a signed receipt. Notwithstanding the foregoing, any notice of a change in address shall only be deemed to have been given when actually received by the other party.
13. No Waiver. Waiver by either party of any breach of any provision of this Deed shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Deed unless and until the same be agreed to in a writing executed and acknowledged by the parties hereto.
14. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Deed shall be deemed to be inserted herein and this Deed shall read and shall be enforced as though so included herein. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then, upon the application of either party, this Deed shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law.
15. Titles. Any titles of the several parts, Articles, Sections, and Subsections of this Deed are for convenience only and shall be disregarded in construing or interpreting any of its provisions.
16. Compliance With Laws. Sponsor shall comply with all applicable laws, ordinances, orders, rules, and regulations promulgated by any local, state, or federal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.

17. Unused Development Rights. If, at any time after the Completion Date, the amount of floor area permitted on the Disposition Area pursuant to the New York City Zoning Resolution exceeds the amount of floor area in the improvements existing on the Disposition Area on the Completion Date ("Unused Development Rights"), such Unused Development Rights shall not be used, transferred, or encumbered without the prior written consent of HPD.
18. Consents And Approvals. Except as otherwise specifically provided in this Deed, any consent or approval by HPD pursuant to this Deed shall be made in writing by (i) HPD's Commissioner, HPD's Deputy Commissioner for Development, or by an Associate Commissioner or Assistant Commissioner in HPD's office of Development (each, an "Authorized Official"), or (ii) an HPD employee designated in writing by any Authorized Official to grant such consent or approval. In the case of any consent or approval by an HPD employee who is not an Authorized Signatory, Sponsor shall be required to verify that such HPD employee has a valid written delegation of authority from an Authorized Signatory that authorizes such HPD employee to give such consent or approval, and shall not act upon any purported consent or approval without first performing such verification.
19. Sole Discretion. Except as otherwise specified herein, any determination or approval by HPD pursuant to this Deed shall be in the sole discretion of HPD.
20. Reserved.

[Signatures Follow]

IN WITNESS WHEREOF, the City has caused this Deed to be executed by the Commissioner of HPD, and its corporate seal to be affixed hereto and duly attested by the City Clerk, and Sponsor has caused this Deed to be executed as of the day and year first above written.

ATTEST:



Michael McSweeney
City Clerk

Seal of The City of New York

THE CITY OF NEW YORK

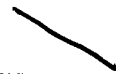
By: DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

By:


Ahmed Nigam
Acting Commissioner

BARTLETT CROSSING HOUSING
DEVELOPMENT FUND COMPANY, INC.

By:


Name: Michael Rochford
Title: President

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL 08/28/2027

By: /s/ Laurel Zabel
Acting Corporation Counsel

IN WITNESS WHEREOF, the City has caused this Deed to be executed by the Commissioner of HPD, and its corporate seal to be affixed hereto and duly attested by the City Clerk, and Sponsor has caused this Deed to be executed as of the day and year first above written.

ATTEST:



Michael McSweeney
City Clerk

Seal of The City of New York

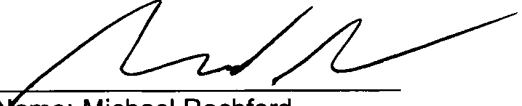
THE CITY OF NEW YORK

**By: DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT**

By: 

Ahmed Tigani
Commissioner

**BARTLETT CROSSING HOUSING
DEVELOPMENT FUND COMPANY, INC.**

By: 

Name: Michael Rochford
Title: President

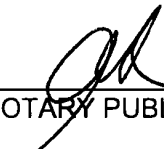
APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL 08/28/2027

By: /s/ Laurel Zabel
Acting Corporation Counsel

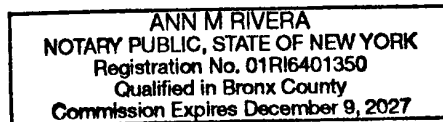
COMMISSIONER ACKNOWLEDGMENT

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

On the 16 day of December in the year 2025 before me, the undersigned, personally appeared **Ahmed Tigani**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

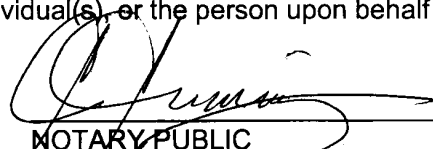


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CITY CLERK ACKNOWLEDGMENT

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

On the 17 day of December in the year 2025, before me, the undersigned, personally appeared **Michael McSweeney**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



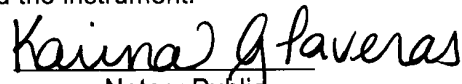
NOTARY PUBLIC

CYNTHIA CUMMINGS
Commissioner of Deeds
City of New York No. 4-10293
Commission Expires: 2-1-2027

SPONSOR ACKNOWLEDGMENT

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

On the 19 day of December in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael Rochford**, 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 instrument.


Notary Public

Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/29

EXHIBIT A

Property Description

All those certain plots, pieces, and parcels of land, with the buildings and improvements thereon erected, situate, lying, and being in the City and State of New York, designated on the Tax Map of the City of New York as of November 18, 2025:

<u>Block(s):</u>	<u>Lot(s):</u>
2272	49
2269	52
<u>Borough:</u>	Brooklyn
<u>County:</u>	Kings

EXHIBIT B

City Council Resolution No. 179

(next page)

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 179**

Resolution approving the application submitted by the New York City Department of Housing Preservation and Development ("HPD") and the decision of the City Planning Commission, ULURP No. C 220209 HAK, approving the designation of an Urban Development Action Area, an Urban Development Action Area Project, and the disposition of city-owned property located at 31 Bartlett Street (Block 2269, Lot 52), Borough of Brooklyn, Community District 1, to a developer selected by HPD (Preconsidered L.U. No. 46; C 220209 HAK).

By Council Members Salamanca and Louis

WHEREAS, the City Planning Commission filed with the Council on April 15, 2022 its decision dated April 13, 2022 (the "Decision"), on the application submitted by the New York City Department of Housing Preservation and Development ("HPD") regarding city-owned property located at 31 Bartlett Street (Block 2269, Lot 52) (the "Disposition Area"), approving:

- a) pursuant to Article 16 of the General Municipal Law of New York State the designation of the Disposition Area as an Urban Development Action Area;
- b) pursuant to Article 16 of the General Municipal Law of New York State an Urban Development Action Area Project for the Disposition Area (the "Project"); and
- c) pursuant to Section 197-c of the New York City Charter the disposition of the Disposition Area to a developer to be selected by the New York City Department of Housing Preservation and Development;

to facilitate the development of a new nine-story building containing approximately 29 affordable housing units, approximately six of which would be permanently affordable through the Voluntary Inclusionary Housing (VIH) program, in Brooklyn, Community District 1 (ULURP No. C 220209 HAK) (the "Application");

WHEREAS, the City Planning Commission has certified its unqualified approval of UDAAP pursuant to Article 16 of the General Municipal Law;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d of the City Charter;

WHEREAS, by letter dated April 29, 2022 and submitted to the Council on April 29, 2022, HPD submitted its requests (the "HPD Requests") respecting the Application including the submission of the project summary for the Project (the "Project Summary");

WHEREAS, upon due notice, the Council held a public hearing on the Application and Decision and the HPD Requests on May 11, 2022;

WHEREAS, the Council has considered the land use and financial implications and other

policy issues relating to the Application; and

WHEREAS, the Council has considered the relevant environmental issues, including the Revised Negative Declaration issued April 12th, 2022, which supersedes the Negative Declaration issued October 8th, 2021, and a Revised Environmental Assessment Statement (EAS) issued April 12th, 2022 (CEQR No. 211HPD027K) to include additional information related to the Waterfront Revitalization Program and the Revised EAS concluded that the revised analysis would not result in any new or different significant adverse environmental impacts not already identified in the previous Negative Declaration (the "Revised Negative Declaration").

RESOLVED:

The Council finds that the action described herein will have no significant impact on the environment as set forth in the Revised Negative Declaration.

Pursuant to Section 197-d of the New York City Charter, based on the environmental determination and the consideration described in the report C 220209 HAK and incorporated by reference herein, and the record before the Council, the Council approves the Decision of the City Planning Commission and the HPD Requests.

Pursuant to Article 16 of the General Municipal Law of the New York State, based on the environmental determination, and the consideration described in the report C 220209 HAK and incorporated by reference herein, and the record before the Council, the Council approves the Decision of the City Planning Commission and the HPD Requests.

The Council finds that the present status of the Area tends to impair or arrest the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council approves the designation of the Area as an urban development action area pursuant to Section 693 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law and subject to the terms and conditions of the Project Summary, a copy of which is attached hereto.

The Council approves the disposition of the Disposition Area under Section 197-d of the New York City Charter, to a developer to be selected by the New York City Department of Housing Preservation and Development for the development of the Project consistent with the Project Summary.

EXHIBIT B-1

City Council Resolution No. 2322

(next page)

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 2322**

Resolution approving with a modification the decision of the City Planning Commission on an application submitted by the New York City Department of Housing Preservation and Development, ULURP No. C 090416 HAK, approving the designation of the various properties, and approving the disposition of such property to a developer selected by the New York City Department of Housing Preservation and Development (L.U. No. 1230; C 090416 HAK).

By Council Members Katz and Garodnick

WHEREAS, the City Planning Commission filed with the Council on October 19, 2009 its decision dated October 19, 2009 (the "Decision"), on the application submitted by the New York City Department of Housing Preservation and Development pursuant to Section 197-c of the New York City Charter and Article 16 of the General Municipal Law of New York State regarding:

- a) the designation of property located at the following address:

BLOCK	LOT	ADDRESS (UR Site Number and Name)
2269	14	68 Gerry Street: p/o Site 4 (Broadway Triangle Urban Renewal Area)
2269	16	72 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	17	74 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	18	76 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	19	78 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	23	86 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	24	88 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	25	90-92 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)

T	2269	27	84 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	28	86 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	29	88 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	30	90 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	31	92-94 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
i	2269	33	69 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	35	65 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	36	59-63 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	39	57 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	40	55 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	41	53 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	42	51 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)

B1
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2269	43	47 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	45	43-45 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	47	41 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	48	39 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	49	37 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	50	35 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2272	11	34-36 Bartlett Street (p/o Site 7A Broadway Triangle Urban Renewal Area)
2272	45	11 Whipple Street
2272	46	9 Whipple Street
2272	49	669 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	51	667 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	52	665 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	53	663 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)

2272	108	24 Bartlett Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	147	5 Whipple Street

as an Urban Development Action Area (the "Area");

b) an Urban Development Action Area Project for such area (the "Project"); and pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer selected by the Department of Housing Preservation and Development to facilitate the development of six sites, tentatively known as Broadway Triangle, with approximately 488 residential units, commercial and community facility uses (the "Disposition"), Community District 1, Borough of Brooklyn (ULURP No. C 090416 HAK) (the "Application");

WHEREAS, the Application is related to Applications Numbers C 090413 ZMK (L.U. No. 1227), an amendment to the Zoning Map; N 090414 ZRK (L.U. No. 1228), an amendment to the Zoning Resolution; and C 090415 HUK (L. U. No. 1229), an amendment to the Broadway Triangle Urban Renewal Plan;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(1) of the City Charter;

WHEREAS, the Application and Decision are subject to review and action by the Council pursuant to Article 16 of the General Municipal Law of New York State;

WHEREAS, the New York City Department of Housing Preservation and Development ("HPD") submitted to the Council its recommendations regarding the Application on November 10, 2009;

WHEREAS, upon due notice, the Council held a public hearing on the Application and Decision on November 19, 2009;

WHEREAS, the Council has considered the land use and financial implications and other policy issues relating to the Application;

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement (FEIS) for which a Notice of Completion was issued on October 7, 2009 (CEQR No. 09HPD019K);

RESOLVED:

Having considered the FEIS, with respect to the Application, the Council finds that:

- (1) The FEIS meets the requirements of 6 N.Y.C.R.R. Part 617;
- (2) From among the reasonable alternatives thereto, the actions to be approved are one which minimizes or avoids adverse environmental impacts to the maximum extent practicable; and
- (3) The adverse environmental impacts disclosed in the FEIS will be minimized or avoided to the maximum extent practicable by incorporating as conditions to the approval, those mitigation measures that were identified as practicable; and
- (4) The Decision and the FEIS constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Section 197-d, the Council approves the decision of the City Planning Commission (C 090416 HAK).

The Council finds that the present status of the Project Area tends to impair or arrest the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council approves the designation of the Project Area as an urban development action area pursuant to Section 693 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law.

The Council approves the disposition of such property to a developer selected by the Department of Housing Preservation and Development with the following modification:

The preference for the use of the property located on Block 2272/Lots 11, 45 and 46 shall be open space.

Page 6 of 6
C 090416 HAK
Res. No. 2322 (L.U. No. 1230)

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on December 21, 2009, on file in this office.

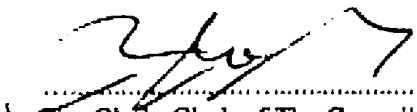

City Clerk, Clerk of The Council

EXHIBIT C

Mayoral Approval Document

(next page)

**THE MAYOR
CITY OF NEW YORK
NOVEMBER 12, 2025
CAL. NO. 2**

WHEREAS, the Department of Housing Preservation and Development ("HPD") of the City of New York ("City") has proposed to the Council the sale of certain City-owned real property located in the Borough of Brooklyn, City and State of New York, known as:

<u>Blocks</u>	<u>Lots</u>
2272	49
2269	52

on the Tax Map of the City and as Bartlett Crossing in HPD's Extremely Low and Low Income Affordability Program ("Disposition Area"); and

WHEREAS, the Council, pursuant to Article 16 of the General Municipal Law, has held a public hearing upon due notice and has (i) approved the designation of the Disposition Area as an Urban Development Action Area, and (ii) approved the proposed project ("Project") as an Urban Development Action Area Project, and

WHEREAS, the City Planning Commission duly filed with the Council and the affected Borough President its approval (Report Nos. C 090416 HAK and C 220209 HAK, dated October 19, 2009 and April 13, 2022) of the use and disposition of the Disposition Area in conformity with the land use review procedures required by Sections 197-c and 197-d of the Charter, which have been adhered to; and

WHEREAS, the action of the City Planning Commission has been approved or deemed approved by the Council pursuant to Section 197-d of the Charter; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Part 617 of Volume 6 of the Codes, Rules and Regulations of the State of New York, Chapter 5 of Title 62 of the Rules of the City of New York, and Mayoral Executive Order No. 91 of August 24, 1977, as amended, HPD has issued a Negative Declaration which has been duly considered by the Mayor with respect to Block 2269, Lot 52, and has prepared an Environmental Impact Statement with respect to Block 2272, Lot 49 which has been duly considered by the Mayor; and

WHEREAS, HPD has designated Bartlett Crossing Housing Development Fund Company, Inc. ("Sponsor") as a qualified and eligible sponsor; and

WHEREAS, it is anticipated that the Project to be developed by Sponsor will contain two buildings containing approximately 78 dwelling units; and

WHEREAS, a proposed agreement ("Land Disposition Agreement") between the City and Sponsor providing for the sale of the Disposition Area to Sponsor for the nominal price of One Dollar per tax lot ("Disposition Price") and setting forth the terms and conditions for the development of the Disposition Area has been submitted to the Mayor; and

WHEREAS, the Mayor has held a public hearing upon due notice published in The City Record, as required by Section 1802(6)(j) of the Charter, and in a newspaper of general circulation in New York City, as required by Section 695(2)(b) of the General Municipal Law; and

WHEREAS, as certified below, a duly noticed public hearing in the matter of the disposition, pursuant to Section 1802(6)(j) of the Charter, was held and closed by the Mayor on November 12, 2025 (Cal. No.2). At such public hearing, no amendments were made and no testimony was offered. The relevant portion of the calendar is annexed hereto.

CERTIFICATION by the Mayor's Office Of Contract Services/Public Hearings Unit of the actions at and final disposition of the Real Property Public Hearing held on November 12, 2025 (Cal. No. 2).

JACQUELINE GALORY
NAME

HEARING SECRETARY
TITLE

NOVEMBER 12, 2025
DATE

NOW THEREFORE:

1. The Mayor hereby approves the designation of Sponsor as a qualified and eligible sponsor.
2. The Mayor hereby authorizes and approves the sale of the Disposition Area at the Disposition Price by negotiated sale, without public auction or sealed bids.
3. The Mayor hereby approves the Land Disposition Agreement in substantially the form submitted and authorizes the subordination of the Land Disposition Agreement to the lien of mortgages securing loans financing the Project.
4. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute a Land Disposition Agreement in substantially the form submitted, when approved as to form by the Corporation Counsel, and directs the City Clerk or acting City Clerk to attest the same and to affix the seal of the City thereto.
5. The Mayor hereby authorizes the City, as more particularly described in the Land Disposition Agreement, to indemnify Sponsor and its successors or assigns, holders of mortgages securing loans financing the Project and their successors or assigns, and title companies against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.
6. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute and deliver to Sponsor, or to an affiliate or successor of Sponsor controlled by the same principal(s) that controlled Sponsor, a deed of conveyance of title to the Disposition Area, when approved as to form by the Corporation Counsel, at the Disposition Price, without public auction or sealed bids, and upon the terms and conditions contained in the Land Disposition Agreement, and directs the City Clerk or acting City Clerk to attest said deed and to affix the seal of the City thereto.

Date: November 18, 2025

By:



Adolfo Carrión Jr.
Deputy Mayor for Housing, Economic
Development, and Workforce

EXHIBIT D

Urban Renewal Plan

(next page)

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

**FIRST AMENDED
URBAN RENEWAL PLAN**

**BROADWAY TRIANGLE
URBAN RENEWAL AREA**

**Brooklyn
Community Districts Nos. 1, 3**

May, 2009

HISTORY OF PRIOR APPROVALS

Original

City Planning Commission: May 15, 1989 (C 880604 HUK)
Board of Estimate: June 29, 1989 (Cal. No. 13)

Minor Change

City Planning Commission: August 13, 1997 (N 960482)

First Amendment

City Planning Commission: October 19, 2009 (C090415 HUK)
City Council: December 21, 2009
Mayor:

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B: URBAN RENEWAL PLAN.....	5
C: CONTROLS ON REDEVELOPMENT.....	7
D: PROPOSED METHODS AND TECHNIQUES OF URBAN RENEWAL.....	8
E: RELATED ACTIONS.....	8
F: REDEVELOPER OBLIGATIONS.....	9
G: MODIFICATION OF PLAN.....	10
H: DURATION OF PLAN.....	11

EXHIBITS

- A: PROPERTIES ACQUIRED AND TO BE ACQUIRED
- B: PROJECT BOUNDARY DESCRIPTION
- C: RESIDENTIAL HEIGHT LIMITS

MAPS

- 1: PROJECT BOUNDARY MAP, DATED May 2009
- 2: LAND USE MAP, DATED May 2009

A: URBAN RENEWAL AREA

1. LEGAL AUTHORITY

The City of New York ("City") has designated the Broadway Triangle Urban Renewal Area ("Area") as an urban renewal area pursuant to §504 of Article 15 ("Urban Renewal Law") of the General Municipal Law. The Department of Housing Preservation and Development ("HPD") represents the City in carrying out the provisions of the Urban Renewal Law pursuant to §502(5) of the Urban Renewal Law and §1802(6)(e) of the Charter.

2. AREA

The properties indicated on Map 1 and listed in Exhibit A ("Acquisition Parcels") have been or will be acquired by the City for redevelopment pursuant to this First Amended Broadway Triangle Urban Renewal Plan ("Plan"). These Acquisition Parcels comprise the entire Area and, as such, are the only properties to be redeveloped pursuant to this Plan.

3. BOUNDARY

The Area is located in Community Districts Nos. 1 and 3 in the borough of Brooklyn and is generally bounded by (i) Flushing Avenue, Bartlett Street, and Gerry Street on the north, (ii) Broadway and Throop Avenue on the east, (iii) Park Avenue on the south, and (iv) Marcy Avenue, Harrison Avenue, and Union Avenue on the west. The perimeter described in Exhibit B and shown on Map 1 ("Project Boundary") encompasses all of the Acquisition Parcels which comprise the Area, but may also encompass other properties which are not part of the Area. The Acquisition Parcels, and not the Project Boundary, define the Area.

4. OTHER PROPERTIES

Any properties located within the Project Boundary which are not listed in Exhibit A ("Exempt Parcels") will not be acquired by the City for redevelopment pursuant to this Plan. Notwithstanding the fact that they are located within the Project Boundary, Exempt Parcels are not part of the Area and are not subject to the controls of this Plan, even if they are or become City-owned.

5. ELIGIBILITY

The Area is eligible for designation as an urban renewal area pursuant to the Urban Renewal Law. The following insanitary and substandard conditions adversely affect the quality of life in the Area and its immediate vicinity:

- a. Abandoned, vacant, substandard, underutilized, and/or obsolete buildings and structures characterized by physical deterioration, high levels of code violations, and outmoded design.
- b. Abandoned, vacant, underutilized, substandard, and/or insanitary, lots.
- c. Incompatible adjacent uses.

- d. Hazardous or detrimental industrial uses.
- e. Illegal uses and conversions.

B: URBAN RENEWAL PLAN

1. LEGAL AUTHORITY

The City has established this Plan for the redevelopment of the Area pursuant to §505 of the Urban Renewal Law.

2. STATEMENT OF COMPLIANCE

In accordance with §502(7) of the Urban Renewal Law, this Plan states the following information:

a. Proposed Land Uses

See Section C.

b. Proposed Land Acquisition, Demolition, And Removal Of Structures

See Section D.

c. Proposed Acquisition Of Air Rights And Concomitant Easements Or Other Rights Of User Necessary For The Use And Development Of Such Air Rights

None.

d. Proposed Methods Or Techniques Of Urban Renewal

See Section D.

e. Proposed Public, Semi-Public, Private, Or Community Facilities Or Utilities

See Section C.

f. Proposed New Codes And Ordinances And Amendments To Existing Codes And Ordinances As Are Required Or Necessary To Effectuate The Plan

See Section E.

g. Proposed Program Of Code Enforcement

Properties will be required to comply with applicable United States ("Federal"), State of New York ("State"), and City laws, codes, ordinances, and regulations (collectively, "Laws").

h. Proposed Time Schedule For Effectuation Of Plan

<u>Project Activity</u>	<u>Estimated Commencement Date</u>	<u>Estimated Completion Date</u>
Land Acquisition	September 1991	June 2013
Relocation of Site Occupants	September 1992	September 2013
Demolition and Site Clearance	October 1992	June 2014
Site Preparation (Including Installation of Site Improvements)	June 1992	June 2014
Land Disposition	July 1992	June 2014
Project Completion		December 2015

3. OBJECTIVES

This Plan seeks to:

- a. Redevelop the Area in a comprehensive manner, removing blight and maximizing appropriate land use.
- b. Remove or rehabilitate substandard and insanitary structures.
- c. Remove impediments to land assemblage and orderly development.
- d. Strengthen the tax base of the City by encouraging development and employment opportunities in the Area.
- e. Provide new housing of high quality and/or rehabilitated housing of upgraded quality.
- f. Provide appropriate community facilities, parks and recreational uses, retail shopping, public parking, and private parking.
- g. Provide a stable environment within the Area which will not be a blighting influence on surrounding neighborhoods.

4. DESIGN OBJECTIVES

It is the intent of this Plan that, to the extent deemed feasible by HPD, (i) the Area should be developed in a manner compatible with or beneficial to the surrounding community, (ii) the project should harmonize in scale, configuration, and materials to the prevailing neighborhood pattern, and (iii) in areas with exceptionally strong or uniform street character, the new construction should reinforce the existing urban pattern.

C: CONTROLS ON REDEVELOPMENT

1. ZONING

The controls of this Plan will be concurrent with, and will not preempt or supersede, the controls of the Zoning Resolution of the City, as amended ("Zoning Resolution"). The controls of the Zoning Resolution will apply to all Acquisition Parcels at all times to the extent permitted by Law. The controls of this Plan will commence to apply to any Acquisition Parcel upon acquisition by the City or at such later date as may be specified in this Plan. Thereafter, if there is any conflict between the controls imposed by the Zoning Resolution and the controls imposed by this Plan, the more restrictive of the two will govern.

2. PROPOSED USES

Map 2 indicates the permitted use of each Acquisition Parcel following disposition by the City to a redeveloper. Each use indicated in Map 2 will have the meaning set forth in this Section C.2.

a. Residential

Residential and other uses, including, but not limited to, recreation, open space, community facilities, commercial uses, and parking, will be permitted in accordance with the Zoning Resolution. The preference for the use on Block 2272/Lots 11, 45, and 46 shall be open space.

b. Public Open Space

Public open space uses will be allowed in accordance with the Zoning Resolution.

3. SUPPLEMENTARY CONTROLS

a. Building Height

Residential buildings will be limited to the number of stories specified in Exhibit C.

b. Building Bulk

Building bulk requirements will be as required by the Zoning Resolution.

c. Parking

Parking requirements will be as required by the Zoning Resolution.

d. Utilities

- (1) Any existing overhead telecommunications, electrical, and cable network lines in the Area will be removed and relocated underground and all new or additional telecommunications, electrical, and cable

network lines will be placed underground, unless HPD determines that such placement underground is either unnecessary or infeasible.

- (2) Sewers, water lines, street lighting, and electrical and gas services will be installed as required. Water supply, sanitary sewers, and storm sewers will be provided in accordance with the requirements of the City's Department of Environmental Protection.

D: PROPOSED METHODS AND TECHNIQUES OF URBAN RENEWAL

1. ACQUISITION

a. Method Of Acquisition

Acquisition Parcels may be acquired by any means permitted by applicable Laws. Regardless of the method of acquisition, every Acquisition Parcel acquired by the City will be subject to the controls of, and developed in accordance with, this Plan.

b. Properties Acquired or to be Acquired

The Acquisition Parcels have been or will be acquired by the City. All Acquisition Parcels have been or are intended to be acquired with City funds, without Federal assistance.

2. RELOCATION

There is a feasible method for the relocation of families and individuals displaced from the Area into decent, safe, and sanitary dwellings, which are or will be provided in the Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities, at rents or prices within the financial means of such families or individuals, and reasonably accessible to their places of employment. HPD will relocate residential and commercial site occupants, if any, in compliance with all applicable Federal, State, and City Laws.

3. DEMOLITION AND/OR REHABILITATION

The structures on properties acquired in accordance with this Plan will either be demolished and cleared for new construction or retained for rehabilitation.

4. LAND DISPOSITION

Properties acquired will be disposed of for redevelopment in accordance with this Plan.

E: RELATED ACTIONS

1. ZONING MAP AMENDMENTS

The zoning of the Area will be as set forth in the Zoning Resolution. Zoning Map Amendments may be necessary in order to implement this Plan, but any proposed amendments set forth in this Section E.1 will have no force or effect until they are approved and become effective pursuant to the applicable provisions of the Charter. The proposed Zoning Map Amendment calls for the existing M1-2 district bounded by Walton Street, Whipple Street, Harrison Avenue, and Throop Avenue to be changed to an R7A district. A C2-4 commercial overlay will be mapped to a depth of 100 feet from each avenue.

2. STREET MODIFICATIONS

It may be necessary to map, demap, or modify streets within and/or adjacent to the Area in order to implement this Plan, but any proposed street modifications set forth in this Section E.2 will have no force or effect until they are approved and become effective pursuant to the applicable provisions of the Charter. However, no street modifications are proposed at this time.

F: REDEVELOPER OBLIGATIONS

1. RECORDABLE AGREEMENTS

The instruments by which the City disposes of any Acquisition Parcel or part thereof to a redeveloper will be recorded in the Office of the City Register and will contain covenants running with the land which (i) incorporate this Plan by reference, (ii) require compliance with the terms and restrictions set forth in this Plan, and (iii) require compliance with Section F.4. An amendment to this Plan which becomes effective after the date of disposition of an Acquisition Parcel to a redeveloper will not apply to the real property comprising such Acquisition Parcel unless, following the effective date of such amendment, the City and the owner of such real property execute a written agreement, approved as to form by the Corporation Counsel, providing that such amendment shall thereafter apply to such real property.

2. LAND USE RESTRICTION

Each redeveloper will be required to devote the land solely to the uses specified as permitted uses in this Plan and to comply with all other terms and restrictions set forth in this Plan.

3. TIMELY PERFORMANCE

Each redeveloper will be required to expeditiously apply for all required governmental approvals and to begin and complete the redevelopment and construction of the improvements mandated by this Plan and agreed upon in the disposition instruments within a reasonable time.

4. NON-DISCRIMINATION

Each redeveloper, its successors and assigns of the land conveyed or any part thereof, and any lessee of the land conveyed or any part thereof (i) will not enter into any agreement, lease, conveyance, or other instrument which restricts the sale, lease, or occupancy of such land or any part thereof upon the basis of race, color, national origin, ancestry, alienage status, religion, creed, age, sex, marital status, sexual orientation, or disability, and (ii) will comply with all applicable Federal, State, and City laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, national origin, ancestry, alienage status, religion, creed, age, sex, marital status, sexual orientation, or disability in the sale, lease, or occupancy of the property.

5. DESIGN REVIEW

HPD may require any redeveloper to (i) submit site plans, landscape plans, architectural drawings, outline specifications, schedules of materials and finishes, and/or final working drawings, in sufficient detail to permit determination of compliance with the controls of this Plan, for HPD approval prior to commencement of construction, and (ii) submit any material change to such documents thereafter proposed for HPD approval prior to commencement of construction of such change.

6. RESTRICTION ON TRANSFER PRIOR TO COMPLETION

No redeveloper will be permitted to sell, lease, or otherwise transfer land at any time prior to completion of the redevelopment thereof without prior written consent of HPD, except as set forth in the disposition instruments.

7. COOPERATION WITH HPD

Each redeveloper will be required to expeditiously submit all documents required by HPD for the approval and processing of the redevelopment project.

8. COOPERATION WITH OTHER CITY AGENCIES

Each redeveloper will be required to cooperate fully with the appropriate City agencies in realizing the specific objectives of this Plan.

9. CERTIFICATE OF COMPLETION

Each redeveloper will be required to provide HPD with current revised drawings as required by HPD, including, but not limited to, descriptions reflecting substantial changes during construction. HPD will use these drawings and descriptions, together with materials submitted prior to commencement of construction, for final determination of compliance and issuance of a Certificate of Completion in accordance with the terms of the disposition instruments.

G: MODIFICATION OF PLAN

1. **AMENDMENTS**

The City may amend this Plan at any time pursuant to §505 of the Urban Renewal Law and §197-c and §197-d of the Charter and may amend the designation of the Area at any time pursuant to §504 of the Urban Renewal Law.

2. **MINOR CHANGES**

HPD, with the concurrence of the City Planning Commission ("CPC"), may authorize minor changes of the terms of these restrictions which conform with the intent and purpose of this Plan.

3. **MERGERS AND SUBDIVISIONS**

The development sites in the Area may be merged and/or subdivided where HPD determines in writing that (i) the site plan complies with the intent and provisions of this Plan, and (ii) the unused portion of the subdivided development site, if any, is marketable and developable in accordance with this Plan and with all applicable Federal, State, and City Laws. The merger and/or subdivision of a development site will not require review or approval by CPC, but HPD will file the Plan, as modified to indicate such merger and/or subdivision, with the Department of City Planning for information purposes.

H: DURATION OF PLAN

This Plan will remain in effect for a period of forty (40) years from the date of the original approval of this Plan, until June 29, 2029, except as provided in Section G.

EXHIBIT A**PROPERTIES ACQUIRED AND TO BE ACQUIRED**

<u>SITE</u>	<u>BLOCK</u>	<u>OLD LOTS</u>	<u>NEW LOTS</u>	<u>LAND USE</u>
1	2269	14, 16, 17, 18, 19, p/o 40, 23, 24		Residential
2	2269	25, 27, 28, 29, 30, 31, 33, 35, 36		Residential
3A	2269	43, 45, 47, 48, 49, 50		Residential
3B	2269	39, p/o 40, 41, 42		Residential
4A	2272	11, 45, p/o 46		Residential with preference for open space
4B	2272	p/o 46, 49, 51, 52, 53, 108, 147		Residential (Preference for open space on p/o Lot 46)
5	2270	1, 3, 5, 7, 8	1	Residential
6	2270	10		Residential
7	2273	3, 4, 20, 21, 23, 24, 26, 27, 28, 29	26	Residential
8	1721 (Now 1722) 1722	1, 4, 5, 6, 8 1, 3, 4, 5, 6, 8, 10, 11, 12, 53, 54, 55, 56, 57, 58, 59 Closed bed of Delmonico Place between Flushing Avenue and Hopkins Street	171, 173, 175, 178 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 168, 170, 180, 182, 184, 186, 188, 190	Residential
9	1722	32, 33, 35, 37, 39, 41, 42, 43, 44, 45	41, 132, 133, 141, 142, 143, 144, 145, 146, 147	Residential
10	1726	1, 2, 3, 4, 5, 6, 7, 8, 10, 127	1, 108, 109, 110, 111, 112, 125, 126, 128, 129, 130	Residential
11	1726	11	114	Public Open Space
12	1726	20, 21, 31, 32, 34	120, 121, 122, 123, 131, 132, 133, 134, 135	Residential
13	1730	1, 2, 3, 4, 5, 6, 7, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 51, 52, 53, 54, 55, 65, 66, 67, 68, 69, 70	1, 101, 102, 103, 111, 112, 14, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 151, 152, 153, 154, 155, 165, 166, 167, 168, 169, 170, 171, 172, 173	Residential

14	1730	47, 48	147, 148	Residential
15	1731	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 19, 39	1, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 139, 140, 141, 142, 143, 144	Residential
16	1732	1, 7, 8, 9, 11, 13, 14, 15, 30, 31	1, 101, 103, 105, 107, 109, 111, 113, 130, 132, 134	Residential

All mapped and/or built streets within the Project Boundary

EXHIBIT B

PROJECT BOUNDARY 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, more particularly bounded and described as follows:

BEGINNING at the intersection of the northerly line of Gerry Street with the easterly line of Broadway;

Running thence southeasterly along the easterly line of Broadway to its intersection with the southerly line of Whipple Street;

Thence southerly along the southerly line of Whipple Street to its intersection with the easterly line of Throop Avenue;

Thence southerly along the easterly line of Throop Avenue to its intersection with the southerly line of Park Avenue;

Thence westerly along the southerly line of Park Avenue to its intersection with the westerly line of Marcy Avenue;

Thence northerly along the westerly line of Marcy Avenue to its intersection with the northerly line of Flushing Avenue;

Thence easterly along the northerly line of Flushing Avenue to its intersection with the northerly line of Bartlett Street;

Thence northerly along the northerly line of Bartlett Street to its intersection with the westerly line of Harrison Avenue;

Thence northerly along the westerly line of Harrison Avenue to its intersection with the southerly line of Gerry Street;

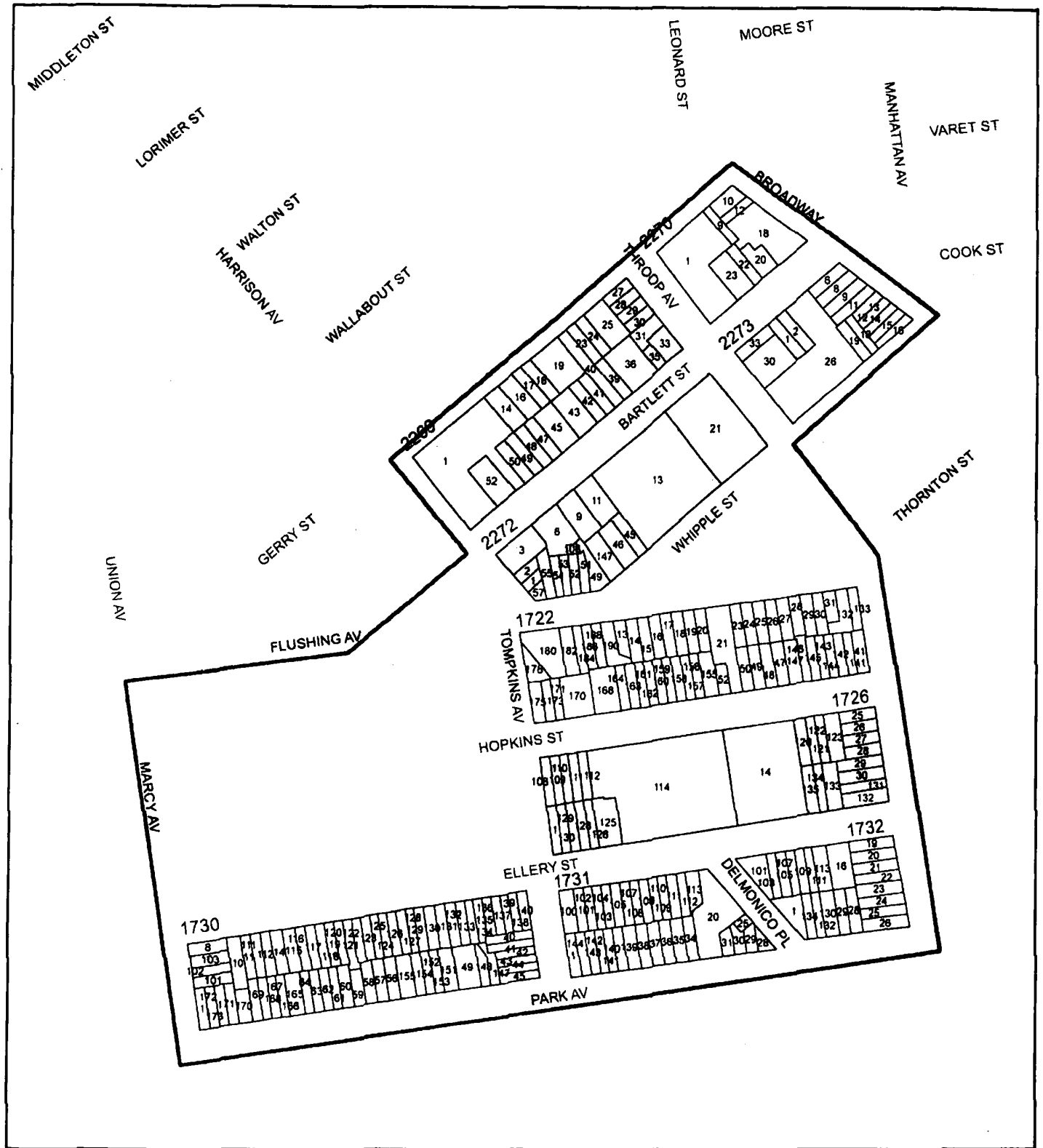
Thence easterly along the southerly line of Gerry Street to the point or place of beginning.

EXHIBIT C

Residential Height Limits

<u>Site #</u>	<u># of Stories</u>	<u>Land Use</u>
1	*	Residential
2	*	Residential
3A	*	Residential
3B	*	Residential
4A	n/a	Residential
4B	*	Residential
5	6	Residential
6	6	Residential
7	*	Residential
8	6	Residential
9	4	Residential
10	4	Residential
11	n/a	Public Open Space
12	*	Residential
13	4	Residential
14	4	Residential
15	*	Residential
16	4	Residential
17	4	Residential

*No limit, except as required by the Zoning Resolution.



LEGEND

- Existing_UR_Boundary
- Lot

BROADWAY TRIANGLE Urban Renewal Plan

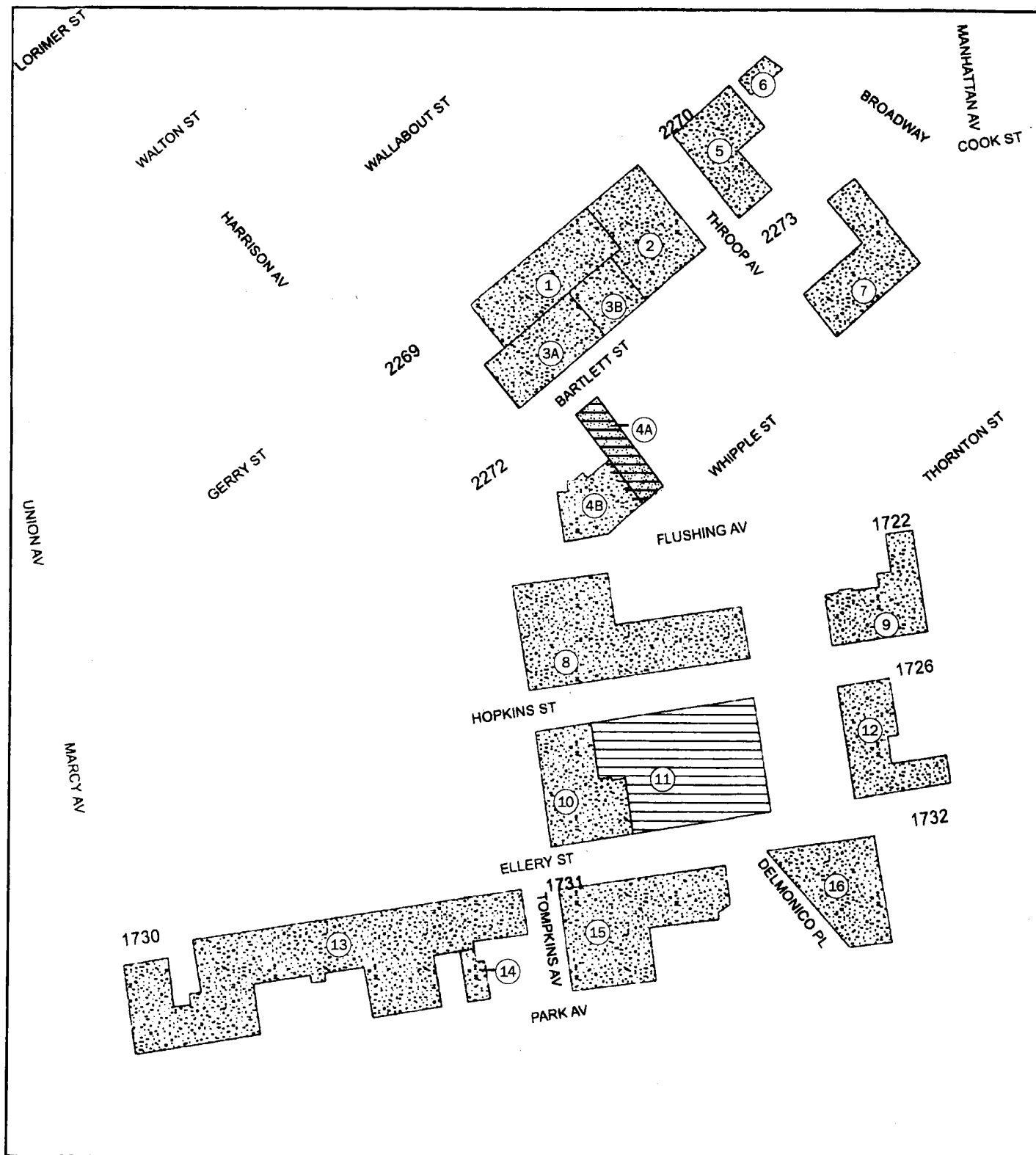
City of New York
Department of Housing
Preservation and Development

PROJECT BOUNDARY
May 2009

0 140 280 560 Feet

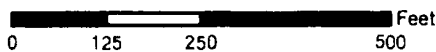
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MAP 1



LEGEND

-  Residential with preference for open space
-  Residential
-  Public Open Space



BROADWAY TRIANGLE Urban Renewal Plan

City of New York
Department of Housing
Preservation and Development

LAND USE MAP
May 2009

MAP 2

EXHIBIT E

Reserved

DEED

THE CITY OF NEW YORK

TO

BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC.

Block(s):

2272

2269

Lot(s):

49

52

Borough:

County:

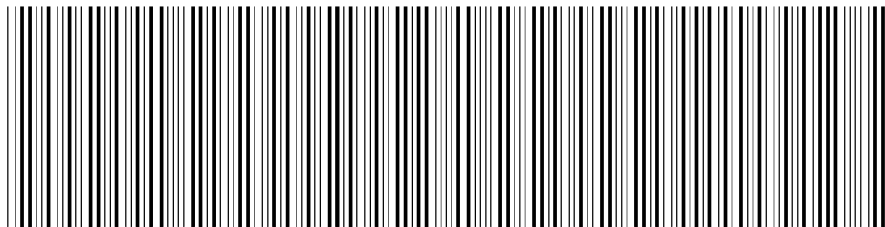
Brooklyn

Kings

RECORD AND RETURN TO:

Department of Housing Preservation
and Development
Office of Legal Affairs
100 Gold Street, Room 5-S2 (DF)
New York, New York 10038

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



2026011201036001001S51D3

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2026011201036001

Document Date: 01-09-2026

Preparation Date: 01-12-2026

Document Type: DEED

ASSOCIATED TAX FORM ID: 2025120500313

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

FOR CITY USE ONLY

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

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 663-667 FLUSHING AVENUE BROOKLYN 11206
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

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

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 2 # of Parcels OR ☐ Part of a Parcel

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

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☒

8. Seller Name THE CITY OF NEW YORK
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

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

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

SALE INFORMATION

10. Sale Contract Date 1 / 9 / 2026
 Month Day Year

11. Date of Sale / Transfer 1 / 9 / 2026
 Month Day Year

12. Full Sale Price \$ 2
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

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

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

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

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

15. Building Class V, 1 16. Total Assessed Value (of all parcels in transfer) 1 3 8 4 2 0 0

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

BROOKLYN 2272 49

BROOKLYN 2269 52

202512050031320104

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 C/O: ST. NICKS ALLIANCE CORP. 2 KINGSLAND AVENUE		DATE	
STREET NUMBER BROOKLYN		STREET NAME (AFTER SALE)	
CITY OR TOWN		STATE NY	ZIP CODE 11211

SELLER
The City of New York
Dept Housing preservation
and Development
By: Attorney for HPD
(Signature)

2025120500313201

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:

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

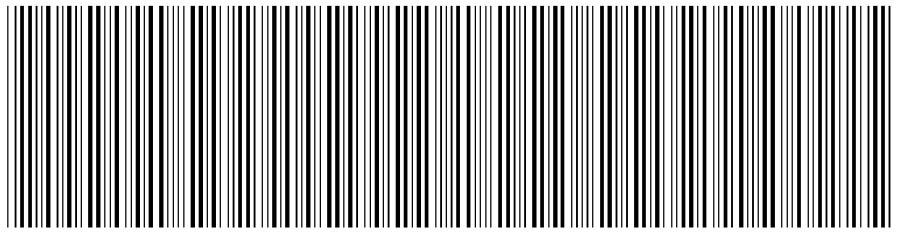
By: 

Name: Michael Rochford

Title: President

**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 87

Document ID: 2026011201036003

Document Date: 01-09-2026

Preparation Date: 01-12-2026

Document Type: AGREEMENT

Document Page Count: 85

PRESENTER:

FEDERATED NATIONAL LAND, LLC
39 BROADWAY, SUITE 1920
FNL-NY-201352-K
NEW YORK, NY 10006
212-796-4280
INFO@FEDERATEDNL.COM

RETURN TO:

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
100 GOLD STREET, ROOM 5-S2 (DF)
OFFICE OF LEGAL AFFAIRS
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2272	49	Entire Lot	667 FLUSHING AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BROOKLYN	2269	52	Entire Lot	31 BARTLETT STREET

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT, 100 GOLD STREET
NEW YORK, NY 10038

PARTY 2:

BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY
C/O: ST. NICKS ALLIANCE CORP., 2 KINGSLAND AVENUE
BROOKLYN, NY 11211

☒ 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
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Spec (Additional):	\$	0.00
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TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
-----------------	----	------

TOTAL:	\$	0.00
--------	----	------

Recording Fee:	\$	464.00
----------------	----	--------

Affidavit Fee:	\$	0.00
----------------	----	------

Filing Fee:

\$	0.00
----	------

NYC Real Property Transfer Tax:

\$	0.00
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NYS Real Estate Transfer Tax:

\$	0.00
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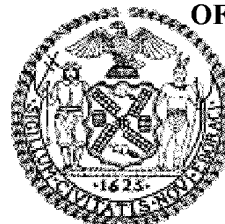
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 01-14-2026 16:10

City Register File No.(CRFN):

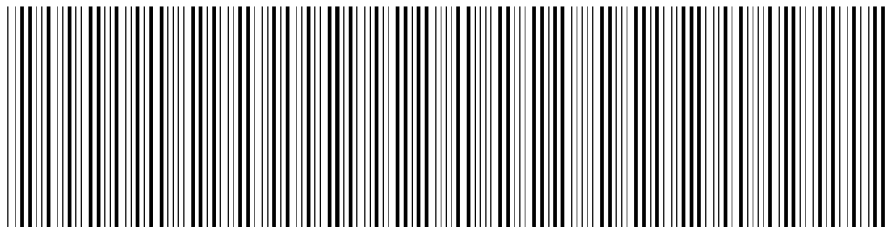
2026000015162



Colette McChia-Jacques

City Register Official Signature

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



2026011201036003001C5DAB

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 87

Document ID: 2026011201036003

Document Date: 01-09-2026

Preparation Date: 01-12-2026

Document Type: AGREEMENT

PARTIES

PARTY 2:

BARTLETT CROSSING LLC
C/O: ST. NICKS ALLIANCE CORP., 2 KINGSLAND
AVENUE
BROOKLYN, NY 11211

THIS LAND DISPOSITION AGREEMENT ("LDA"), entered into as of January 9, 2026, by and among **THE CITY OF NEW YORK**, a municipal corporation formed pursuant to the laws of the State of New York, having its principal office at City Hall, New York, New York, 10007 ("City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having its principal office at 100 Gold Street, New York, New York 10038 ("HPD"), **BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law ("PHFL") of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York ("Legal Owner"), and **BARTLETT CROSSING LLC**, a limited liability company formed pursuant to the laws of the State of New York, each having its principal office at c/o St. Nicks Alliance Corp., 2 Kingsland Avenue, Brooklyn, NY 11211 ("Beneficial Owner"; Beneficial Owner together with the Legal Owner, collectively, "Sponsor").

WHEREAS, the City is the owner of certain real property, consisting of all those plots, pieces, or parcels of real property situated, lying, and being in the City and State of New York, as more particularly described in Exhibit A annexed hereto and made a part hereof ("Land"), and all buildings and improvements situated on the Land ("Improvements"); and

WHEREAS, the present condition of the Land and Improvements known as (i) Block 2272, Lot 49 on the Tax Map of the City of New York (the "Tax Map"; such parcel "Disposition Area Parcel 49") and (ii) Block 2269, Lot 52 on the Tax Map ("Disposition Area Parcel 52"; together with Disposition Area Parcel 49 collectively, the "Disposition Area") tends to impair or arrest the sound growth and development of the municipality; and

WHEREAS, Disposition Area Parcel 49 is located in the Broadway Triangle Urban Renewal Area ("Area") and identified as a site in the First Amended Broadway Triangle Urban Renewal Plan for Broadway Triangle Urban Renewal Area ("Plan"); and

WHEREAS, the City desires to encourage the redevelopment of deteriorated City-owned properties and to promote the development of affordable housing; and

WHEREAS, the Disposition Area is eligible to be conveyed pursuant to Article 16 of the General Municipal Law ("GML"); and

WHEREAS, in furtherance of the objectives of Article 16 of the GML, the City has undertaken a program for the clearance, replanning, reconstruction, and neighborhood rehabilitation of slum and blighted areas in the City; and

WHEREAS, in furtherance of such program, the City is undertaking an Urban Development Action Area Project for the development of the Disposition Area ("Project"), as such Project is more fully described in this LDA and a certain Affordable Housing Regulatory Agreement ("Regulatory Agreement") between the City and Sponsor of even date herewith; and

WHEREAS, HPD has prepared a project summary and supplemental project summary for Disposition Area Parcel 49, and a project summary for Disposition Area Parcel 52 (collectively, the "Project Summary") annexed hereto as Exhibit B, Exhibit B-1 and Exhibit B-2, and made a

part hereof for the redevelopment of the Disposition Area as an Urban Development Action Area Project pursuant to Section 694 of the GML¹; and

WHEREAS, HPD issued a request for proposals ("RFP") under its Extremely Low and Low-Income Affordability (ELLA) Program ("Program") for the development of the Disposition Area that, among other things, governed the selection criteria for designating a sponsor for the Disposition Area; and

WHEREAS, HPD has selected Sponsor pursuant to the RFP and has designated Sponsor as a qualified and eligible sponsor of the Project pursuant to Section 695 of the GML; and

WHEREAS, the parties contemplate that the Disposition Area will be developed with subsidy assistance pursuant to Article 16 of the GML and that Sponsor and the Project shall be subject thereby to the requirements of the GML and the Program; and

WHEREAS, on May 19, 2022, by Resolution No. 179, a copy of which is annexed hereto as Exhibit C and made a part hereof, the Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of Disposition Area Parcel 52 tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) designated the Disposition Area Parcel 52 as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project on Disposition Area Parcel 52 as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on December 21, 2009, by Resolution No. 2322, a copy of which is annexed hereto as Exhibit C-1 and made a part hereof, the Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of Disposition Area Parcel 49 tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) designated the Disposition Area Parcel 49 as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project on Disposition Area Parcel 49 as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on November 18, 2025, by the document annexed hereto as Exhibit D and made a part hereof, the Mayor, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) approved the designation of Sponsor as a qualified and eligible sponsor pursuant to Section 695 of the GML, (ii) approved the sale of the Disposition Area by the City to Sponsor pursuant to Section 695 of the GML, and (iii) approved this LDA; and

WHEREAS, Legal Owner holds record title and Beneficial Owner holds beneficial and equitable title to the Disposition Area pursuant to that certain Declaration of Interest and Nominee Agreement between Legal Owner and Beneficial Owner, of even date herewith and intended to be submitted to the Office of the City Register, Kings County for recording therein;

¹ HPD NCF to prepare Supplemental Project Summary

WHEREAS, Sponsor proposes to purchase the Disposition Area from the City upon the terms and conditions set forth in this LDA and to undertake the redevelopment of the Disposition Area in accordance with the Project Summary, which redevelopment shall accomplish the construction and development of the Project.

NOW THEREFORE, the parties hereto, in consideration of the mutual promises and agreements contained herein, covenant and agree as follows:

ARTICLE I

CONVEYANCE

101. Purchase and Sale. The City shall sell and convey the Disposition Area to Legal Owner. Legal Owner shall purchase and receive conveyance of the Disposition Area from the City.
102. Purchase Price. The price for the sale of the Disposition Area from the City to Legal Owner is **Two Dollars (\$2.00)** (One Dollar per Tax Lot) ("Disposition Price"). Upon delivery of the deed for the Disposition Area ("Deed"), Sponsor shall pay the Disposition Price to the City and shall deliver one or more enforcement notes and mortgages to the City in the amount of **EIGHTEEN MILLION FIVE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS (\$18,569,998)**, representing the difference between the Disposition Price and the appraised value of the Disposition Area, on terms and conditions satisfactory to HPD and in accordance with the terms of the Project.
103. Deed. The Deed shall include the covenants provided for in Section 13 of the Lien Law and shall be executed by Legal Owner (which execution shall be acknowledged).
104. Certain Conditions of Conveyance.
 - A. "As Is" Condition. Sponsor accepts the Disposition Area in its "as is" condition on the date ("Closing Date") of delivery of the Deed to Legal Owner ("Closing"). The City has not made any representations or warranties regarding the surface and subsurface condition of the Disposition Area and neither has nor had any obligation to undertake demolition, site clearance, or site preparation. The City neither represents nor warrants any facts regarding such conditions, including, but not limited to, that they will be suitable for the Project. Sponsor represents and warrants that it has inspected the Disposition Area and is fully familiar with its condition.
 - B. Title. The Deed shall provide that the City conveys to Legal Owner, and Sponsor accepts from the City, all right, title, and interest of the City in and to the Disposition Area, subject to, without limitation, the trust fund provisions of Section 13 of the Lien Law and all terms, covenants, and conditions of the Deed, this LDA, and the Regulatory Agreement.
 - C. Additional Conditions. The Disposition Area shall also be sold and conveyed in accordance with the following:

1. Municipal Charges. The City shall be responsible for all taxes, assessments, and water and sewer rents accrued against the Disposition Area as of the day preceding the Closing Date ("Accrued Municipal Charges"). On or after the Closing Date, HPD shall (i) instruct the City's Department of Finance that such Accrued Municipal Charges are not to be collected or enforced against the Disposition Area and should be cleared from its records, and (ii) provide Sponsor with a copy of such instructions. Sponsor shall be responsible for all taxes, assessments, and water and sewer rents accruing against the Disposition Area on or after the Closing Date.
2. Municipal Liens. The City shall endeavor to remove any municipal liens or encumbrances of record existing on the Closing Date. In the event that the City fails to remove any such municipal liens or encumbrances, the City shall not enforce such municipal liens or encumbrances against the real property and improvements comprising the Disposition Area, any authorized purchaser, or any authorized mortgagee financing the construction of the improvements upon the Disposition Area.
3. Reserved.
4. Transfer Taxes. Sponsor shall pay (i) the Real Property Transfer Tax imposed on the Deed pursuant to Chapter 21 of Title 11 of the Administrative Code, and (ii) the Real Estate Transfer Tax imposed on the Deed pursuant to Article 31 of the Tax Law. Sponsor shall not be entitled to any exemptions or deductions which might otherwise be available solely because the City is the grantor, unless such an exemption is specifically granted by the City in writing.
5. Recording. Sponsor shall cause all recordable documents between Sponsor and the City or any participating lender (including, without limitation, the Deed, this LDA, the Regulatory Agreement, the assignment of surplus money delivered pursuant to Section 402, any mortgage securing construction financing for the Project, and any modification, extension, consolidation, or other amendment of such mortgage) to be recorded against the Disposition Area in the Office of the City Register for the county in which the Disposition Area is located immediately following the Closing. Sponsor shall cause any building loan contract relating to the construction of the Project to be filed in the Office of the County Clerk for the county in which the Disposition Area is located immediately following the Closing. Sponsor shall pay all required fees and taxes in connection with such recording or filing, without any exemption or deduction which might otherwise be available solely because the City is the grantor.
6. Condemnation. In the event of the acquisition by the City, by condemnation or otherwise, of any part or portion of the Disposition Area lying within the bed of any street, avenue, parkway, expressway, park, public place, or catchbasin, as said street, avenue, parkway, expressway,

park, public place, or catchbasin is shown on the current City Map, Sponsor and its heirs, successors, and assigns shall only be entitled as compensation for such acquisition by the City to the amount of One Dollar (\$1.00), and shall not be entitled to compensation for any buildings or structures erected thereon within the lines of the street, avenue, parkway, expressway, park, public place, or catchbasin so laid out and acquired. This covenant shall be binding upon and run with the land and shall endure until the City Map is changed so as to eliminate from within the lines of said street, avenue, parkway, expressway, park, public place, or catchbasin any part or portion of the Disposition Area.

105. Financing

- A. Holder. As used in this LDA, "Holder" shall mean an entity which holds a recorded mortgage on the Disposition Area to secure construction or permanent financing of the Construction (as defined in Section 201) and which either has been approved in writing by HPD or is (i) the New York City Housing Development Corporation ("HDC"), (ii) the Community Preservation Corporation, (iii) a local, state, or federal agency, or (iv) a financial institution (including, but not limited to, a savings bank, commercial bank, life insurance company, public real estate investment company, or pension fund) with assets in excess of Five Hundred Million Dollars (\$500,000,000) whose loans are subject to regulation by a state or federal agency.
- B. Loan Documents. Sponsor will obtain mortgage loan financing to develop the Project from (i) HPD, (ii) one or more Holders, or (iii) HPD and one or more Holders. In connection with such financing, Sponsor and the lender will execute one or more notes, mortgages, and related agreements or instruments (collectively, "Loan Documents").

106. Project Documents. The Project shall be governed by this LDA, the Deed, the Regulatory Agreement, the Loan Documents, and any other agreement between Sponsor and the City (collectively, "Project Documents").

107. Mennonite Claims.

- A. Indemnification. The City shall indemnify, if necessary, Sponsor, Sponsor's successors and assigns, any Holders, subsequent mortgagees of the Disposition Area, and title insurance companies providing mortgagee or fee insurance against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.
- B. Defense. If any actions or proceedings are commenced to foreclose, enforce or compel payment of any claims of interest in the Disposition Area, or any portion thereof, by any former mortgagees of the Disposition Area, or any portion thereof, the City shall defend such actions or proceedings. Sponsor shall cooperate fully in the defense of any such actions or proceedings at no cost to the City for such cooperation. If Sponsor is ordered by a court of competent

jurisdiction, after the exhaustion of all appeals, to satisfy said claims, then the City shall pay the amounts which such court has so ordered to be paid to satisfy said claims in accordance with said Court's order.

- C. Limitation. Except as set forth herein, the indemnified parties shall have no further right, recourse, or remedy against the City or HPD with respect to any action or proceeding brought to foreclose, enforce, or compel payment of said claims.

ARTICLE II

SPONSOR'S OBLIGATIONS

201. Construction.

- A. Construction. Sponsor shall construct two multiple dwellings (each a "Multiple Dwelling") on the Disposition Area in accordance with the terms hereof. Construction of the Project ("Construction") shall commence within the time specified in the Loan Documents, but in no event later than two (2) months from the Closing Date ("Commencement Date"). Construction shall be in accordance with the plans and specifications previously approved for the Project by HPD ("Approved Plans") and shall proceed diligently to completion within the time specified in the Loan Documents ("Completion Deadline"). If a Holder extends such time for completion with written notice to HPD and Sponsor, the Completion Deadline shall be likewise extended; provided, however, that such extension shall not exceed eighteen (18) months from the time originally specified in the Loan Documents without the prior written consent of HPD and shall not exceed the time specified in any other agreement between HPD and Sponsor.
- B. Completion. If requested by Sponsor in writing, HPD or its designee shall promptly issue a certificate of completion in recordable form ("Certificate of Completion") after (i) the City's Department of Buildings has issued a temporary or permanent Certificate of Occupancy for all of the improvements on the Disposition Area, and (ii) HPD has made a final inspection of the Project and has determined that Sponsor has fulfilled all of its Construction obligations.
1. Sponsor shall provide such documents as HPD shall reasonably require (including, but not limited to, the documents specified in Section 201.E) in support of any request for a Certificate of Completion.
 2. If HPD refuses or fails to issue a Certificate of Completion in accordance with the provisions of this Section 201.B, HPD shall provide Sponsor with a written statement indicating how Sponsor failed to complete Construction or what required documents Sponsor has failed to provide.
 3. On the date upon which HPD issues a Certificate of Completion ("Completion Date"), Construction of the Project shall be deemed to be completed.

- C. Force Majeure. Notwithstanding any provision of this LDA to the contrary, in the event of any delay or delays in the performance of Sponsor's Construction obligations, if such delay or delays are beyond the control and without the fault or negligence of Sponsor, and are caused by reason of (i) any acts, laws, rules, regulations, or orders of any governmental authority, (ii) acts of God or of the public enemy, or (iii) fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, material shortage, or weather of unusual severity, then the Completion Deadline shall be extended for such period as HPD shall find in writing to be the period of such delay or delays, but in no event more than one (1) year without the prior written consent of HPD (collectively, "Force Majeure Delays"). Such extension or extensions shall not be unreasonably withheld or delayed, provided that, promptly after the beginning of such Force Majeure Delay(s), Sponsor notifies HPD in writing of the Force Majeure Delay(s) and the cause or causes thereof. Sponsor shall proceed in accordance with this LDA with those obligations the performance of which is not prevented by such Force Majeure Delay(s) unless HPD, in writing, shall excuse Sponsor from proceeding with all or part of such obligations.
 - D. Reports. Sponsor shall, if requested by HPD, submit a written narrative report on the progress of Construction to HPD within six (6) months after the Closing Date and every six (6) months thereafter until the Completion Date.
 - E. As Built Drawings. Sponsor shall, if requested by HPD, promptly submit "as built" drawings of the Project. The as built drawings shall show all Construction performed by Sponsor and shall indicate the locations, elevations, and sizes of all buildings and work as actually built and installed.
202. Non-Discrimination. Sponsor covenants and agrees, for and on behalf of itself, its successors and assigns, and every successor in interest to the Disposition Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the City and enforceable by the City against Sponsor and its successors and assigns to the fullest extent permitted by law and equity:
- A. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting discrimination or segregation by reason of actual or perceived age, race, creed, religion, gender, gender identity or gender expression, sex, color, national origin, ancestry, sexual orientation, disability, marital status, status as a victim of domestic violence, stalking, and sex offenses, partnership status, presence of a service or emotional support animal, familial status, alienage status, citizenship status, lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance, including Section 8 vouchers), lawful occupation, military status, because children are, may be, or would be residing with such person or persons, or any other class protected from discrimination in housing accommodations by federal, state, or local law (collectively, "Prohibited Distinctions") in the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.

- B. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, is restricted upon the basis of any Prohibited Distinction.
 - C. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Section 202.A and Section 202.B in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.
203. Labor, Contracting, And Reporting Requirements. The requirements of this Section 203 shall apply to the Construction.
- A. Construction Contract Rider. Sponsor shall include, or cause to be included, a rider in form and substance acceptable to HPD ("Construction Contract Rider") in the contract of every contractor or subcontractor furnishing labor or materials for the Construction of the Project.
 - B. Transparency. The Project is subject to the requirements of Chapter 10 of Title 26 of the Administrative Code ("Transparency Act"). Sponsor shall comply with, and shall cause each contractor or subcontractor directly or indirectly employed in the Construction to comply with, the requirements of the Transparency Act.
 - 1. The Transparency Act requires collection of the information for the Project specified in Administrative Code §26-903 and listed in Exhibit E annexed hereto and made a part hereof ("Project Information"). Sponsor shall submit the Project Information to HPD in such form and manner as HPD may require on or before the Closing Date and shall thereafter provide updated Project Information to HPD in such form and manner as HPD may require on or before (i) every January 30th and July 30th thereafter until the Completion Date, and (ii) the Completion Date.
 - 2. The Transparency Act requires collection of the wage reporting information for the Project specified in Administrative Code §26-904 ("Wage Information"). Sponsor shall cause each contractor or subcontractor directly or indirectly employed in the Construction to submit the Wage Information to Sponsor in such form and manner as HPD may require, at such times as are specified in the Transparency Act or in any directive from HPD. Sponsor shall submit all Wage Information for the Project to HPD in such form and manner as HPD may require, at such times as are specified in the Transparency Act or in any directive from HPD. If HPD at any time permits the submission of any Wage Information directly from contractors or subcontractors to HPD, Sponsor shall remain responsible for ensuring that all Wage Information for the

Project is submitted to HPD as required by the Transparency Act and this Section 203.B.

- C. Executive Order No. 50. Sponsor shall comply with Executive Order No. 50, dated April 5, 1980, as amended ("Order"), and the implementing rules set forth in Title 66, Chapter 10 of the Rules of the City of New York ("Rules"). Pursuant to the Order and the Rules (collectively, "E.O. 50"), Sponsor shall comply with, and shall cause every contractor or subcontractor performing work on the Project to comply with, the applicable requirements of this Section 203.C.

1. This LDA is subject to the requirements of E.O. 50.
 - a. Sponsor shall not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status with respect to any employment decision, including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.
 - b. Sponsor shall not discriminate unlawfully in the selection of contractors or subcontractors on the basis of the owners', partners', or shareholders' race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status.
 - c. Sponsor shall state in all solicitations or advertisements for employees placed by or on behalf of Sponsor that all qualified applicants shall receive consideration for employment without unlawful discrimination based on race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status, and that Sponsor is an equal employment opportunity employer.
 - d. Sponsor shall send to each labor organization or representative of workers with which Sponsor has a collective bargaining agreement, or other contract or memorandum of understanding, written notification of Sponsor's equal employment opportunity commitments under E.O. 50.
 - e. Before the Closing Date, Sponsor shall furnish all information and reports which are required by E.O. 50 and orders of the Department of Small Business Services, Division of Labor Services ("DLS"), including, but not limited to, where applicable, an Employment Report.
 - f. Sponsor shall permit DLS or its designee to have access to all relevant books, records, and accounts for the purposes of

investigation to ascertain compliance with the Order, the Rules, or any DLS order.

2. Noncompliance with the non-discrimination clauses of this LDA or with the Order, the Rules, or any DLS order shall constitute a material breach of this LDA and noncompliance with E.O. 50. After a hearing held pursuant to the rules of DLS, DLS may direct HPD to declare Sponsor in default or impose an employment program. DLS may recommend to HPD that a person or entity that has repeatedly failed to comply with E.O. 50 be determined to be nonresponsible.
3. Sponsor shall include the provisions of Section 203.C.1 and Section 203.C.2 in every contract or purchase order with respect to the Project in excess of One Hundred Thousand Dollars (\$100,000), and shall cause such provisions to be included in every subcontract with respect to the Project in excess of One Hundred Thousand Dollars (\$100,000), unless exempted by E.O. 50, so that such provisions shall be binding upon each contractor, subcontractor, or vendor.
 - a. Sponsor shall take such action with respect to any contract, subcontract, or purchase order as may be directed by DLS as a means of enforcing such provisions, including sanctions for noncompliance.
 - b. A supplier of unfinished products needed to produce the item contracted for shall not be considered a contractor, subcontractor, or vendor for purposes of this Section 203.C.3.
 - c. Because the Construction Contract Rider incorporates the provisions of this Section 203.C, inclusion of the Construction Contract Rider in a contract, subcontract, or purchase order shall constitute compliance with the requirements of this Section 203.C.3 with respect to such contract, subcontract, or purchase order.
4. Sponsor shall not enter into any contract or modification thereof subject to E.O. 50 with a contractor that is not in compliance with the requirements of E.O. 50. A supplier of unfinished products needed to produce the item contracted for shall not be considered a contractor for purposes of this Section 203.C.4.
5. Nothing contained in this Section 203.C shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised, or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination, or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

6. Any capitalized terms in this Section 203.C that are not defined in this LDA shall have the meanings ascribed to them by E.O. 50. For purposes of this Section 203.C, "Trainee" means an economically disadvantaged person who qualifies for and receives training in one of the construction trades pursuant to a program, other than an apprenticeship program, approved by DLS and, where required by law, the State Department of Labor and the United States Department of Labor, Bureau of Apprenticeship and Training.
7. If Sponsor performs any of the Construction work, other than architectural, engineering, or drafting work, on the Project rather than contracting such work to a different entity, Sponsor shall comply with this Section 203.C.7 with respect to the employees of Sponsor performing such work. Sponsor shall cause the provisions of this Section 203.C.7 to be incorporated into every contract or subcontract for Construction work on the Project in excess of One Hundred Twenty-Five Thousand Dollars (\$125,000), other than contracts or subcontracts for architectural, engineering, or drafting services, so that such provisions shall be binding upon the contractor or subcontractor. Because the Construction Contract Rider incorporates the provisions of this Section 203.C.7, inclusion of the Construction Contract Rider in a contract or subcontract shall constitute compliance with the requirements of this Section 203.C.7 with respect to such contract or subcontract.
 - a. Sponsor shall employ, and shall cause each contractor or subcontractor to employ, Trainees for training level jobs. Sponsor shall participate in, and shall cause each contractor or subcontractor to participate in, on-the-job training programs other than apprenticeship programs which are approved by DLS and where required by law, the U.S. Department of Labor, Bureau of Apprenticeship Training, or the State Department of Labor.
 - b. Sponsor shall make, and shall cause each contractor or subcontractor to make, a good faith effort to achieve the ratio of one (1) Trainee to four (4) journey-level employees of each trade on each Construction Project; provided, that the Trainee requirement shall not apply to contracts in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) or less.
 - c. Sponsor or a contractor or subcontractor shall be considered to employ four (4) journey-level employees in a particular trade when Sponsor or such contractor or subcontractor employs any number of journey-level employees in that craft whose aggregate work hours equal the number of hours four (4) full-time journey-level employees would have worked in a work week, as defined by the prevailing practice in the industry for the particular craft. For example, in a craft where there is a forty (40) hour work week, the employment of four (4) journey-level employees results in one

hundred sixty (160) hours of employment (4×40). Hence, any number of journey-level employees which results in one hundred sixty (160) hours of work is considered for purposes of the training program to equal four (4) journey-level employees, i.e., three (3) journey-level employees who each work $53 \frac{1}{3}$ hours ($3 \times 53 \frac{1}{3} = 160$).

- d. The training requirement shall not apply to any trade in which the employment of four (4) or more journey-level employees and the Trainee shall be for less than four (4) consecutive weeks; provided, that four (4) weeks shall mean four (4) weeks of full-time work as defined by the prevailing practice in the industry for the particular craft, i.e., one hundred sixty (160) hours ($4 \text{ weeks} \times 40 \text{ hours}$), one hundred fifty (150) hours ($4 \text{ weeks} \times 37 \frac{1}{2} \text{ hours}$), one hundred forty (140) hours ($4 \text{ weeks} \times 35 \text{ hours}$), etc.
- e. Sponsor shall attempt to provide, and shall cause each contractor or subcontractor to attempt to provide, continuous employment for Trainees after the completion of the Construction or the work under such contract or subcontract to enable the Trainees to complete their course of training.
- f. If Sponsor or any contractor or subcontractor is a union employer, Sponsor shall, or shall cause such contractor or subcontractor to, refer, recommend, and sponsor for union membership any of its Trainees who can perform the duties of a qualified journey-level employee or who have satisfactorily completed the training program. Such former Trainee shall be paid full journey-level wages and fringe benefits, whether or not union membership is granted after such referral, recommendation, or sponsorship, and Sponsor shall attempt, and shall cause each contractor or subcontractor to attempt, to continue the employment of such persons.
- g. In the event of a failure to provide training to the required number of Trainees for the required number of weeks, the compensation of Sponsor or the relevant contractor or subcontractor shall be decreased by an amount equal to the difference between the wages and fringe benefits paid to the Trainees and the wages and fringe benefits which would have been paid to the Trainees had the number and duration of the positions been as required, unless Sponsor or the relevant contractor or subcontractor can demonstrate that it made a good faith effort to provide training and was unsuccessful. The wages and fringes deducted shall be whatever a first term Trainee would have received under the prevailing wage schedule in effect at the time the Trainees should have been employed.
- h. A good faith effort includes at least:

1. documented efforts to secure Trainees from approved training programs; and
 2. documented outreach efforts to New York State Employment Service, Department of Employment, TAP Centers, and community and civil rights groups to identify candidates for training positions and sponsorship of those persons by Sponsor or a contractor or subcontractor for entrance into an approved training program; and
 3. if Sponsor or a contractor or subcontractor has been unable to secure Trainees through such efforts and outreach, written notification to DLS stating such inability and requesting the assistance of DLS in securing Trainees; provided, that neither the provisions of any collective bargaining agreement nor the refusal by a union with whom Sponsor or such contractor or subcontractor has a collective bargaining agreement to recognize the validity of the training program shall excuse Contractor's obligation to provide training pursuant to E.O. 50.
- i. To demonstrate the good faith effort of Sponsor or a contractor or subcontractor, Sponsor or such contractor or subcontractor may, at its option, supply documentation concerning its employment of Trainees on all of its construction sites, both City and non-City funded. DLS shall review this documentation as part of its analysis to determine whether Sponsor or such contractor or subcontractor made a good faith effort.
 - j. Sponsor shall take such action with respect to any contract or subcontract as DLS may direct as a means of enforcing the provisions of this Section 203.C.7 included in the relevant contract or subcontract, including sanctions for noncompliance.
 - k. Sponsor shall assist and cooperate with DLS in obtaining the compliance of contractors and subcontractors with the requirements of E.O. 50, and shall furnish DLS with information necessary for supervision of such compliance.

D. Hire NYC.

1. Program. The provisions of the City's HireNYC program ("HireNYC") shall apply to Sponsor, every contractor having a contract of \$500,000 or more to perform work on the Project ("Covered Contractor"), and every subcontractor having a subcontract of \$500,000 or more to perform work on the Project ("Covered Contractor"). Sponsor and the Covered Contractors and Covered Subcontractors (collectively, "Covered Parties" and individually, "Covered Party") may designate a project coordinator to

act on their collective behalf with regard to HireNYC matters as further set forth in this Section 203.D.

- a. Sponsor shall (i) comply with the requirements of HireNYC, (ii) cause every Covered Contractor or Covered Subcontractor to comply with the requirements of HireNYC, and (iii) cause the provisions of this Section 203.D to be included in every contract or subcontract with a Covered Contractor or Covered Subcontractor. Because the Construction Contract Rider incorporates the provisions of this Section 203.D, inclusion of the Construction Contract Rider in every contract or subcontract with a Covered Contractor or Covered Subcontractor shall constitute compliance with clause (iii) of the preceding sentence.
 - b. Sponsor shall, and shall cause every Covered Contractor or Covered Subcontractor to, (i) enroll in HireNYC, which is part of the Workforce1 program administered by the NYC Department of Small Business Services ("SBS"), (ii) disclose all any new entry to mid-level job opportunities created or anticipated to be created by the Project and located in New York City ("Covered Jobs"), and (iii) evaluate or interview qualified candidates referred by HireNYC for Covered Jobs. As used in this Section 203.D, "entry to mid-level jobs" shall mean jobs requiring no more than an associate degree, as indicated in the column headed "Typical Education Needed for Entry" of the "*Long Term Occupational Employment Prospects*" available from the State Department of Labor at www.labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls.
2. Enrollment. Sponsor shall enroll, and shall cause every Covered Contractor or Covered Subcontractor to enroll, in HireNYC through the HireNYC page on HPD's web site, which can be found at www1.nyc.gov/site/hpd/developers/hirenyc.page ("HPD Portal"). The HPD Portal will automatically direct a Covered Party to the HireNYC web page at <https://a801-worksource1.nyc.gov/emp> ("HireNYC Portal").
- a. Sponsor shall enroll, and shall cause each Covered Contractor to enroll, within thirty (30) days after the Closing Date. Sponsor shall cause each Covered Subcontractor to enroll by the earlier of (i) fifteen (15) days after the full execution of its subcontract, or (ii) the start of work under its subcontract.
 - b. Sponsor and any Covered Contractor shall engage with SBS to create a work plan for the Project detailing the planned subcontracting engagements and any Covered Jobs. The work plan shall include information such as projected start dates for Covered Subcontractors, the anticipated date of commencement of the hiring process for any Covered Jobs, and contact information for all Covered Parties.

- c. Sponsor and any Covered Contractor may designate a project coordinator to act as the main contact for the Covered Parties with regard to HireNYC matters, manage the administrative enrollment requirements of Covered Subcontractors, and facilitate communication between the Covered Parties and SBS.
- 3. Recruitment Requirements. Once enrolled in HireNYC, Sponsor shall provide, and shall cause every Covered Contractor or Covered Subcontractor to provide, updated information to SBS regarding Covered Jobs as they become known.
 - a. Sponsor shall, and shall cause every Covered Contractor or Covered Subcontractor (or the project coordinator acting on their respective behalf) to, request candidates through the HireNYC Portal to fill any Covered Jobs no less than three (3) weeks prior to the intended first day of employment for each new position, or as otherwise negotiated with SBS, whose consent shall not be unreasonably withheld. Sponsor shall, and shall cause every Covered Contractor or Covered Subcontractor (or the project coordinator acting on their respective behalf) to, provide updated information through the HireNYC Portal as set forth in this Section 203.D. If an employee is needed in an unexpected situation to keep the Project on schedule, Sponsor shall notify, and shall cause every Covered Contractor or Covered Subcontractor (or the project coordinator acting on their respective behalf) to notify, SBS of this need and if SBS is not able to refer a candidate within three (3) business days, such Covered Party may proceed without further consideration.
 - b. After enrollment and submission of relevant information by Covered Parties or the project coordinator through the HireNYC Portal, SBS will work directly with the hiring manager for each Covered Party to develop a recruitment strategy for Covered Jobs. HireNYC will screen applicants based on employer requirements and refer qualified applicants to the appropriate Covered Party for evaluation or interviews. Sponsor shall, and shall cause every Covered Contractor or Covered Subcontractor to, evaluate or interview referred applicants that such Covered Party believes are qualified. These requirements shall not limit the ability of any Covered Party to work with community partners who may also refer candidates for job opportunities, to assess the qualifications of prospective workers, or to make final hiring and retention decisions. No provision of this Section 203.D shall be interpreted to require a Covered Party to employ any particular worker or to limit consideration to the prospective employees referred by HireNYC.

- c. This Section 203.D shall not apply to positions that a Covered Party intends to fill with employees employed pursuant to the job retention provision of Administrative Code §22-505 or to positions covered by Collective Bargaining Agreements or Project Labor Agreements. Covered Parties shall not be required to report such openings with HireNYC. However, Sponsor shall enroll, and shall cause every Covered Contractor or Covered Subcontractor to enroll, with the HireNYC system and, if such positions subsequently become open, the remaining provisions of this Section 203.D shall apply.
- 4. Reporting Requirements. After completing an evaluation or interview of a candidate referred by HireNYC, the Covered Party or project coordinator shall provide feedback to SBS via the HireNYC Portal to indicate which candidates were evaluated or interviewed and hired, if any. For any individual hired through HireNYC, the Covered Party or project coordinator shall provide the expected start date, wage, and hours expected to be worked. The Covered Party or project coordinator shall provide such information on a monthly basis through the HireNYC Portal for any candidates referred by HireNYC that are evaluated, interviewed, and/or hired in a particular month.
 - a. If a Covered Party does not have any Covered Jobs in any given year, the Covered Party or project coordinator shall provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of execution of this LDA with respect to Sponsor and the date of the contract with respect to any Covered Contractor or Covered Subcontractor, and each anniversary date thereafter.
 - b. Sponsor shall, and shall cause every Covered Contractor or Covered Subcontractor (or the project coordinator acting on their respective behalf) to, (i) report to the City all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, and (ii) comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.
- 5. Audit Compliance. Sponsor shall, and shall cause every Covered Contractor or Covered Subcontractor to, (i) permit HPD to inspect any and all records concerning or relating to job openings or the hiring of individuals for Covered Jobs, (ii) retain all such records for one (1) year from the date of contract completion, and (iii) permit an inspection by HPD within seven (7) business days of the request.
- 6. Other Hiring Requirements. Sponsor shall comply with, and shall cause every Covered Contractor or Covered Subcontractor to comply with, all federal, state, and/or local hiring requirements set forth elsewhere in this LDA or in any other Project Document.

- E. HPD Monitoring. HPD may monitor compliance by Sponsor and any and all contractors or subcontractors furnishing labor or materials for the Construction of the Project with any applicable local, state, or federal laws and any agreement with the City or any other governmental agency or instrumentality.
 - F. MWBE Program. Sponsor shall comply with the requirements of the MWBE Program set forth in the rider attached as Exhibit G hereto
204. Access. Sponsor shall provide all representatives of the City with access to the Disposition Area at such times and for such purposes as the City deems necessary to effectuate this LDA, including, but not limited to, inspection of all work being performed in connection with the Construction. HPD may, without limitation (i) enter the Disposition Area at any time before the Completion Date to conduct unannounced site visits in order to, among other things, verify information furnished by Sponsor or any contractor or subcontractor, interview employees of Sponsor or any contractor or subcontractor, and inspect the quality of the Construction, and (ii) examine, during business hours at the offices of Sponsor or any contractor or subcontractor, any and all books, records, files, accounts, documents, and correspondence, whether in physical or electronic form, with respect to the Project, the Construction, any contract or subcontract, or compliance with any applicable laws or agreements, including, but not limited to, payroll records and daily work records.
205. Project Signs. Sponsor shall, at its own cost and expense, erect and maintain a sign on the Disposition Area identifying HPD and the Project in lettering of such size and form as shall be approved by HPD. At HPD's option, HPD may provide a sign for Sponsor's use.
206. Limitation on Use of Disposition Area. Prior to the Completion Date, Sponsor shall not rent, license, or permit temporary use of the Disposition Area for purposes unrelated to the Construction or the Project without the prior written consent of HPD.
207. Tax Lot Subdivision. If any portion of the Disposition Area consists of a partial or tentative tax lot ("New Lot"), Sponsor shall promptly after Closing (i) cause the Tax Map of the City to be amended by subdividing the entire existing tax lot encompassing any such New Lot ("Prior Lot"), and (ii) cause a permanent tax lot number to be issued for any New Lot and every other portion of any Prior Lot. Sponsor shall promptly take all actions necessary to cause such tax lot subdivision and issuance of permanent tax lot numbers to be completed, including, but not limited to, (i) clearing accrued taxes, (ii) delivering copies of the recorded Deed and a survey of the Disposition Area showing the dimensions of any New Lot and any other tax lots to be formed from any portion of any Prior Lot to the City's Department of Finance, and (iii) amending any Certificate of Occupancy for the improvements on any New Lot or Prior Lot. Sponsor will forever indemnify and hold the City, its agents, representatives, and employees harmless from any and all liabilities and claims for damages resulting from Sponsor's failure to complete the actions required by this Section 207.
208. Urban Renewal Plan Compliance. Sponsor shall develop and operate the Disposition Area in accordance with the requirements of the Plan, a copy of which is annexed hereto as Exhibit F and made a part hereof. Notwithstanding any provision to the contrary in

the Project Documents, the requirements of this Section 208 shall survive until the later of (i) thirty (30) years from the date hereof, or (ii) the date upon which the Plan expires by its own terms.

ARTICLE III

OWNERSHIP OF DISPOSITION AREA

301. Development By Sponsor. The development of the Disposition Area in accordance with this LDA is important to the City and to the general welfare of the community. Substantial assistance has been made available by and through the City and by law for the purpose of making such development possible. The City is conveying the Disposition Area to Sponsor and is executing and delivering this LDA and the other Project Documents to which the City is a party because of, and in reliance upon, the identity and qualifications of Sponsor and the principals of Sponsor. The City is relying on Sponsor for the faithful performance of all obligations of Sponsor pursuant to this LDA. Sponsor shall redevelop the Disposition Area in accordance with this LDA and the other Project Documents and shall not hold the Disposition Area for speculation.
302. Certain Definitions. As used in this Article III, the terms "person" and "entity" include any individual, corporation, partnership, limited liability company ("LLC"), or joint venture. Any reference in this Article III to Sponsor shall apply with equal force and effect to each and every entity comprising Sponsor, whether that entity is an individual, corporation, partnership, LLC, or joint venture, as though that entity were Sponsor, and each such person or entity must comply with the provisions herein concerning partnership agreements, shareholder agreements, limited liability agreements, and operating agreements.
303. Sponsor's Certification Pursuant to Section 695 of the GML. Sponsor hereby represents, warrants, and certifies, pursuant to Section 695 of the GML, that Sponsor is neither a former owner in fee nor the spouse of a former owner in fee of all or any part of the Disposition Area, or of any property acquired by the City through real property tax or other lien enforcement proceedings, nor is Sponsor a business entity substantially controlled by such a former owner, nor is Sponsor a successor in interest to any such former owner. This LDA and the Deed shall be voidable by the City in accordance with Section 695 of the GML if such representation, warranty, and certification by Sponsor is false in whole or in part, or if Sponsor otherwise violates or has violated Section 695 of the GML.
304. Accuracy of Disclosures. Sponsor previously submitted disclosure statements to HPD with respect to, *inter alia*, the ownership and operation of Sponsor ("Disclosure Statements"). Sponsor covenants and represents that (i) all of the information set forth in Sponsor's Disclosure Statements (including, but not limited to, the identity and role of any officers, the identity and percentage of ownership interest of any shareholders, and the identity, percentage of ownership interest, and role of any general partners or members) was accurate on the date of submission of the Disclosure Statements, and (ii) except as Sponsor has disclosed to HPD in writing, all of the information set forth in Sponsor's Disclosure Statements remains accurate as of the date of this LDA.

305. Organizational Documents.

- A. For purposes of this Section 305 and Section 306, the following terms shall have the meanings set forth below:

"Controlling Entity" shall mean any entity that has any role, whether directly or indirectly, in controlling or directing the operations of Sponsor.

"Organizational Document" shall mean (i) the shareholders' agreement of any Project Entity that is a corporation, (ii) the partnership agreement or limited partnership agreement of any Project Entity that is a partnership, or (iii) the limited liability agreement or operating agreement of any Project Entity that is an LLC.

"Project Entity" shall mean Sponsor or any Controlling Entity, as the case may be.

- B. The Organizational Document of each Project Entity shall provide that, and Sponsor represents and warrants that all such Organizational Documents do provide that, prior to the Completion Date:

1. There shall not be any voluntary dissolution of such Project Entity without the prior written consent of HPD;
2. There shall not be any voluntary merger or consolidation such Project Entity with any other entity without the prior written consent of HPD;
3. Such Project Entity is subject to the terms covenants, conditions, and provisions of this LDA; and
4. No assignment, mortgage, or transfer of any interest in the Disposition Area or in this LDA or any other Project Document shall take place without the prior written consent of HPD;
5. The provisions of the Organizational Documents required by this Section 305 shall not be amended without the prior written consent of HPD.
6. If the Project Entity is a corporation:
 - a. The number of currently issued and outstanding shares of the Project Entity shall not be increased by more than ten percent (10%) without the prior written consent of HPD;
 - b. No more than ten percent (10%) of the issued and outstanding shares of the Project Entity shall be assigned, transferred, pledged, conveyed, or sold without the prior written consent of HPD;

- c. No more than one third (1/3) of the Project Entity's directors shall be changed or removed without the prior written consent of HPD; and
 - d. No more than one third (1/3) of the Project Entity's officers shall be changed or removed without the prior written consent of HPD.
7. If the Project Entity is a partnership:
- a. The present general partners of the Project Entity shall not have any authority or right to withdraw from the Project Entity, and neither the Project Entity nor any of its general partners shall have any authority or right to cause or permit the withdrawal of any of the present general partners of the Project Entity without the prior written consent of HPD;
 - b. Neither the Project Entity nor any of its general partners shall have any authority or right to cause or permit the substitution of a new person or entity for any of the present general partners of the Project Entity, or to cause any other person or entity to become a general partner of the Project Entity, without the prior written consent of HPD; and
 - c. No distribution of the capital of the Project Entity shall be made to any general or limited partner of the Project Entity and, upon dissolution of the Project Entity, no distribution shall be made to any person or entity which is not bound by this LDA; provided, however, that nothing contained in this Section 305.B.7 shall preclude the Project Entity from paying any debts or fees owed by it to any general partner of the Project Entity.
8. If the Project Entity is an LLC:
- a. The present managing member(s) of the Project Entity shall not have any authority or right to withdraw from the Project Entity, and neither the Project Entity nor any of its managing member(s) shall have any authority or right to cause or permit the withdrawal of any of the present managing member(s) of the Project Entity without the prior written consent of HPD;
 - b. Neither the Project Entity nor any of its managing member(s) shall have any authority or right to cause or permit the substitution of a new person or entity for any of the present managing member(s) of the Project Entity, or to cause any other person or entity to become a managing member of the Project Entity, without the prior written consent of HPD; and
 - c. No distribution of the capital of the Project Entity shall be made to any member of the Project Entity and, upon dissolution of the

Project Entity, no distribution shall be made to any person or entity which is not bound by this LDA; provided, however, that nothing contained in this Section 305.B.8 shall preclude the Project Entity from paying any debts or fees owed by it to any managing member of the Project Entity.

- C. At the Closing, Sponsor shall furnish HPD with an attorney's opinion in form and substance acceptable to HPD stating that (i) the Organizational Documents of Sponsor and of each Controlling Entity comply with the requirements of this Section 305, (ii) Sponsor has all requisite power and authority to enter into this LDA and the other Project Documents, and (iii) Sponsor is duly organized, validly existing, and in good standing under the laws of the State of New York.
- D. At the Closing and at such other time or times as HPD may request prior to the Completion Date, Sponsor shall deliver to HPD a sworn statement setting forth, (i) the general partners of each Project Entity that is a partnership and the extent of their respective ownership interests in such Project Entity, (ii) the shareholders, directors, and officers of each Project Entity that is a corporation and the number and percentage of shares owned by each such shareholder, and (iii) the managing members of each Project Entity that is an LLC, and the extent of their respective ownership interests in such Project Entity.

306. Prohibition Against Transfers.

- A. Prior to the Completion Date, Sponsor shall not cause or permit, or suffer to be caused or permitted, any of the following (collectively, "Prohibited Transfers") without the prior written consent of HPD:
 - 1. Any total or partial sale, disposition, transfer, assignment, conveyance, mortgage, lease, trust, power, or transfer in any other mode or form of, or with respect to, this LDA, any other Project Document, or the Disposition Area (or any direct or indirect interest in any part of the real property therein);
 - 2. Any contract or agreement which would result in any total or partial sale, disposition, transfer, assignment, conveyance, mortgage, lease, trust, power, or transfer in any other mode or form of, or with respect to, this LDA, any other Project Document, or the Disposition Area (or any direct or indirect interest in any part of the real property therein);
 - 3. Where Section 305 requires the inclusion of a provision in an Organizational Document, any failure to include such provision in such document;
 - 4. Any act or transaction involving or resulting in a material change in the management of Sponsor which is prohibited by the provisions of an Organizational Document described in Section 305;

5. Any act or transaction involving or resulting in a material change in the identity of the parties in control of Sponsor, or their respective degrees of control of Sponsor, which is prohibited by the provisions of any Organizational Document described in Section 305; or
 6. Any act in violation any other provision required by Section 305.
- B. Notwithstanding anything to the contrary in this Section 306, Sponsor may execute the Loan Documents required by a Holder, or a collateral assignment of this LDA to a Holder without the assignment of Sponsor's obligations hereunder, and the execution of such documents shall not constitute a Prohibited Transfer.

ARTICLE IV

REVESTING

401. Revesting.

- A. Default. Until the issuance and recording of a Certificate of Completion for the entire Project pursuant to Section 201.B, the occurrence of any of the following shall constitute an event of default ("Default"):
1. Failure to commence Construction on or before the Commencement Date;
 2. Failure to perform the Construction in accordance with the Approved Plans;
 3. Abandonment or substantial suspension of Construction before the Completion Deadline;
 4. Failure to both (i) complete ninety five percent (95%) of the value of Construction on or before the Completion Deadline in accordance with the Approved Plans, as such percentage and compliance are determined by HPD, and (ii) obtain a temporary or permanent Certificate of Occupancy on or before the Completion Deadline for all of the improvements on the Disposition Area; and
 5. Any Prohibited Transfer without the prior written consent of HPD; and
 6. Any default or event of default under a nominee agreement which remains uncured beyond the applicable cure period.
- B. Cure.
1. Upon the occurrence of any Default, HPD shall give written notice of such Default ("Default Notice") to Sponsor and to any Holder which has previously requested such Default Notice in writing.

2. Sponsor and any Holder shall be permitted thirty (30) days from the date of any Default Notice ("Cure Period") to cure such Default to the satisfaction of HPD ("Cure").
 3. If HPD, in its sole discretion, determines in writing that the nature of the Default makes it impossible to complete a Cure within the Cure Period, the Default Notice shall state such determination and shall specify such longer period ("Extended Cure Period") to effectuate a Cure as HPD, in its sole discretion, shall determine; provided, however, that such Extended Cure Period shall end not later than ninety (90) days after the Completion Deadline. Sponsor or any Holder shall be permitted to commence the Cure of such Default and to thereafter diligently and continuously pursue the Cure of such Default during the Extended Cure Period until such Default shall be completely Cured.
 4. Any Default which is Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be a Cured Default ("Cured Default"). Any Default which is not Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be an uncured Default ("Uncured Default").
 5. If, after the issuance of a Default Notice, such Default is Cured within the Cure Period or, if applicable, any Extended Cure Period, HPD shall issue, within thirty (30) days after receipt of a written request therefor by Sponsor or any Holder, a written notice ("Cure Notice") (i) certifying that such Default is a Cured Default, (ii) certifying that such Cured Default will not result in an exercise of the City's rights pursuant to this Section 401, and (iii) reserving the right of the City to exercise its rights pursuant to this Section 401 for any other or future Default; provided, however, that the failure to explicitly reserve any right in the Cure Notice shall not result in the waiver of any such right.
 6. In the event of any Uncured Default, the City may, at its sole option, exercise the City's rights pursuant to Section 401.C.
- C. Revesting. If any Uncured Default shall occur prior to the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B, the City may, subject to the laws of the State of New York, re-enter and take possession of the Disposition Area and terminate and re-vest in the City the estate conveyed to Sponsor, in which event all right, title, and interest of Sponsor in and to the Disposition Area shall revert to the City. Upon the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B, the City's rights pursuant to this Section 401 shall terminate.
- D. Subordination.
1. Notwithstanding the provisions of this Section 401, any revesting of title in the City pursuant to the terms of this LDA or the Deed shall be subject to

and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage ("Mortgage") held by a Holder which is authorized by this LDA, or (ii) any rights or interests provided in this LDA for the protection of the Holder of such Mortgage.

2. Upon the request of Sponsor, the City shall deliver to the Holder an instrument in recordable form, whereby the City's rights and interests and Sponsor's covenants under this LDA and the Deed (except for the provisions of Section 202 and any provisions which would control by operation of law even in the absence of this LDA and the Deed) are subordinated to the lien of the Mortgage in the event that Sponsor ceases to hold title to the Disposition Area as a result of the Holder's exercise of a remedy for Sponsor's default under the Loan Documents.
 3. If, after the issuance of any Default Notice, any Holder shall Cure the Default before the expiration of the Cure Period (or, if applicable, any Extended Cure Period), such Holder may add the cost of Curing such Default to the Mortgage debt and to the lien of its Mortgage.
402. Assignment of Surplus Money. If title to the Disposition Area is revested in the City pursuant to this Article IV, and HPD thereafter determines to sell all or any portion of the Disposition Area, the proceeds thereof, if any, shall be retained by HPD. Sponsor hereby assigns to HPD any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Disposition Area prior to the issuance of the Certificate of Completion. Sponsor shall execute an assignment of surplus money in recordable form if the City, in its sole discretion, determines that such a document is necessary in order to effectuate such assignment.
403. Other Remedies. As provided in Section 607.D, and notwithstanding any provisions of this Article IV to the contrary, the remedies of the City pursuant to this Article IV shall not be exclusive. With respect to any Default, the remedies of the City pursuant to this Article IV shall be in addition to and concurrent with all other defenses, rights, and remedies which the City has, will have, or may have pursuant to this LDA or any other Project Document or under law, equity, or otherwise. With respect to any violation of this LDA or any other Project Document which is not a Default, the City shall retain each and every defense, right, and remedy which the City has, will have, or may have pursuant to this LDA, the Deed, or any other agreement between the City and Sponsor or under law, equity, or otherwise.

ARTICLE V

INVESTIGATIONS

501. Definitions.
- A. The terms "license" and "permit," as used in this Article V, shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

- B. The term "person," as used in this Article V, shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal, or employee.
 - C. The term "entity," as used in this Article V, shall be defined as any firm, partnership, corporation, association, or person that receives money, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.
 - D. The term "member," as used in this Article V, shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.
502. Cooperation. The parties to this LDA shall cooperate fully and faithfully with any investigation, audit, or inquiry conducted by a State of New York ("State") or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit, or inquiry.
503. Refusal to Testify. If (i) any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or (ii) any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then, the commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice, to the parties involved to determine if any penalties should attach for the failure of a person to testify.
504. Adjournments. If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination, without the City incurring any penalty or damages for delay or otherwise.

505. Penalties. The penalties which may attach after a final determination by the Commissioner or agency head may include, but shall not exceed:
- A. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit, or license with or from the City; and/or
 - B. The cancellation or termination of any and all such existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this LDA, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; money lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
506. Factors. The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Sections 506.A and 506.B. The Commissioner or agency head may also consider, if relevant and appropriate, the criteria established in Sections 506.C and 506.D in addition to any other information which may be relevant and appropriate.
- A. Good Faith Efforts. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including, but not limited to, the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees, or fiduciaries whose testimony is sought.
 - B. Relationship to the Entity. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
 - C. Nexus. The nexus of the testimony sought to the subject and its contracts, leases, permits, or licenses with the City.
 - D. Effect of a Penalty. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 505, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section 503 gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.
507. Warranties and Enforcement.

- A. The parties to this LDA represent and warrant that to the best of their knowledge, (1) no officer, agent, employee, or representative of the City has received any payment or other consideration for the making of this LDA or in connection with the performance thereof, and (2) no officer, agent, employee, or representative of the City has any interest, directly or indirectly, in this LDA or the proceeds thereof. The parties to this LDA agree that they shall not hereafter make or pay any consideration as aforesaid and that they will cooperate fully with the Commissioner of Investigation of the City and will promptly report in writing any solicitation of money, goods, requests for future employment, or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation, or entity for any purpose which may be related to the procurement or obtaining of this LDA by the parties or affecting the performance of this LDA.
- B. In the event of a violation of Section 507.A, the Commissioner of HPD may convene a hearing pursuant to Section 503 and, upon such hearing, make a determination, in accordance with the considerations set forth in Section 506, as to whether or not a violation has occurred. The penalties imposed may include but shall not exceed the penalties set forth in Section 505.A.

ARTICLE VI

MISCELLANEOUS PROVISIONS

601. Covenants Running With Land. The agreements and covenants set forth in this LDA shall run with the land and shall be binding to the fullest extent permitted by law and equity. Such covenants shall inure to the benefit of the City and shall bind and be enforceable against Sponsor and its successors and assigns.
602. Binding Effect. This LDA shall inure to the benefit of and be binding upon any successor of any party hereto, but this provision shall not operate to permit any assignment or other voluntary transfer of any rights created hereunder except in such manner as may be expressly permitted by this LDA.
603. Sponsor Personnel. Sponsor represents and warrants that no person or entity having any interest or role in Sponsor, or employed, retained, or contracted by Sponsor, (i) is or has been employed, retained, or contracted by the City in connection with any matter pertaining to the Project, or (ii) has or will have any interest in or activity with Sponsor which constitutes a conflict of interest pursuant to the provisions of Chapter 68 of the New York City Charter.
604. City Personnel. Sponsor represents and warrants that no official, employee, agent, or representative of the City (i) shall have any personal interest, directly or indirectly, in the Project, (ii) shall participate in any decision relating to the Project or any agreement arising out of or through this LDA or any other Project Document which affects his or her personal interest or the interest of any corporation, partnership, LLC, or other entity or association in which he or she is directly or indirectly interested, or which otherwise violates the provisions of Chapter 68 of the New York City Charter, (iii) has received any payment or other consideration for the making of this LDA or any other Project

Document, or (iv) has any interest, directly or indirectly, in the Disposition Area or the proceeds thereof.

605. No Lobbying. Sponsor represents and warrants that, with respect to securing or soliciting the conveyance of the Disposition Area, Sponsor is in compliance with the requirements of Article 1-A of the Legislative Law. Sponsor makes such representation and warranty in order to induce the City to enter into this LDA, and the City relies upon such representation and warranty in the execution of this LDA.
606. No Commission. Sponsor represents and warrants that no person or firm has been employed or retained to solicit or secure the conveyance of the Disposition Area upon an agreement or understanding for a commission, percentage, brokerage fee, or contingent fee. No brokerage or any other fee or compensation shall be due or payable by the City for this transaction.
607. Claims and Actions.
- A. No Claims Against Officials, Agents, or Employees. No claim whatsoever shall be made by Sponsor, its successors or assigns against any official, agent, or employee of the City for, or on account of, any thing done or omitted to be done in connection with this LDA or any other Project Document.
 - B. Cooperation. If any action is brought against the City, and the action relates in any way to this LDA, any other Project Document, or the Disposition Area and the City and Sponsor are not adverse parties in such action, then Sponsor shall diligently render to the City, without additional compensation, any and all assistance which the City may require.
 - C. Reports of Actions. If, prior to the Completion Date, any legal action or proceeding shall be initiated by or against Sponsor in connection with or relating to this LDA, any other Project Document, or the Disposition Area, Sponsor shall report the initiation of such legal action or proceeding to the City in writing within ten (10) days after such initiation.
 - D. All Rights Reserved. Each and every defense, right, and remedy which the City has pursuant to this LDA or any other Project Document is not exclusive and is in addition to and concurrent with all other defenses, rights, and remedies which the City has pursuant to this LDA or any other Project Document and which the City otherwise has, will have, or may have under law, equity, or otherwise.
 - E. Choice of Law and Consent to Jurisdiction and Venue.
 - 1. This LDA and the other Project Documents shall be deemed to be executed in the City and State of New York, regardless of the domicile of Sponsor, and shall be governed by and construed in accordance with the laws of the State of New York.
 - 2. Any and all claims asserted by or against the City arising under this LDA or any other Project Document or related thereto shall be heard and

determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Court") located in the City and County of New York. To effect this agreement and intent, Sponsor agrees:

- a. If the City initiates any action against Sponsor in Federal Court or in New York State Court, service of process may be made on Sponsor either in person, wherever Sponsor may be found, or by registered mail addressed to Sponsor at its address as set forth in this LDA, or to such other address as Sponsor may provide to the City in writing.
- b. With respect to any action between the City and Sponsor in New York State Court, Sponsor expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of *forum non conveniens*, (ii) to remove to Federal Court, and (iii) to move for a change of venue to a New York State Court outside New York County.
- c. With respect to any action between the City and Sponsor in Federal Court, Sponsor expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside New York City.
- d. If Sponsor commences any action against the City in a court located other than in the City and State of New York, upon request of the City, Sponsor shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State of New York or, if the court where the action is initially brought will not or cannot transfer the action, Sponsor shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City.

608. Notices.

A. Each notice, approval, consent, request, waiver, or communication given or required to be sent under this LDA ("Notice") shall be in writing and either (i) sent by regular or express mail, postage prepaid, or (ii) delivered in person or by nationally recognized overnight courier, with receipt acknowledged.

B. Each Notice shall be addressed as follows:

1. When sent by the City to Sponsor, at the address first set forth above.

with a copy to:

Goldstein Hall PLLC
80 Broad Street, Suite 303
New York, New York 10004

Attention: Jason Labate, Esq.

CREA Bartlett Crossing, LLC
c/o CREA, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

Applegate & Thorne-Thomsen P.C.
425 S. Financial Pl, Suite 1900
Chicago, IL 60605
Attn: Warren P. Wenzloff.

2. When sent by Sponsor to the City, to:

Department of Housing Preservation and Development
100 Gold Street, Room 9A-1
New York, New York 10038
Attention: Deputy Commissioner for Development

The City's failure to send any copy of a notice to a non-party individual or entity to whom the City has agreed in writing to provide such copies will not affect the effectiveness of the notice under this LDA.

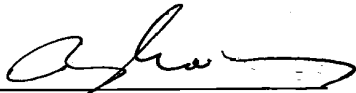
- C. Each party shall notify the other in the case of a change in address in the manner for delivering Notices provided in this Section 608, which changed address shall thereafter be the address to which Notices are sent.
- D. Each Notice delivered by regular or express mail shall be deemed to have been given upon the third (3rd) business day following the date upon which such Notice is deposited in the United States mail, postage prepaid. Each Notice delivered in person or by nationally recognized overnight courier, with receipt acknowledged, shall be deemed given upon actual delivery, as evidenced by a signed receipt. Notwithstanding the foregoing, any notice of a change in address shall only be deemed to have been given when actually received by the other party.
609. No Waiver. Waiver by either party of any breach of any provision of this LDA shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this LDA unless and until the same be agreed to in a writing executed and acknowledged by the parties hereto.
610. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this LDA shall be deemed to be inserted herein and this LDA shall read and shall be enforced as though so included herein. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then, upon the application of either party, this LDA shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law.

611. Duplicate Originals. This LDA may be executed in any number of counterparts, each of which shall be an original, and all collectively shall constitute but one instrument.
612. Titles. Any titles of the several parts, Articles, Sections, and Subsections of this LDA are for convenience only and shall be disregarded in construing or interpreting any of its provisions.
613. Survival. None of the provisions of this LDA are intended to or shall be merged in the Deed conveying title to the Disposition Area and the Deed shall not be deemed to affect or impair the provisions and covenants of this LDA, all of which shall survive the delivery of the Deed.
614. No Merger. Notwithstanding the specific recital in this LDA of certain of the covenants and agreements which are provided for in other Project Documents, each and every covenant, term, provision, and condition contained in the other Project Documents shall survive this LDA and shall remain in full force and effect, and no covenant, term, provision, or condition contained in any other Project Document shall in any event or in any respect be merged with this LDA.
615. Compliance With Laws. Sponsor shall comply with all applicable laws, ordinances, orders, rules, and regulations promulgated by any local, state, or federal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
616. Severability. If any term or provision of this LDA shall be found to be void, voidable, or otherwise unenforceable, such term or provision shall be deemed severed from this LDA and shall have no further force or effect, and the remaining terms and provisions shall thereafter continue in full force and effect to accomplish the intent and purpose of this LDA to the fullest extent possible.
617. Waiver. To the extent permitted by law, Sponsor hereby waives any and all rights it may have, at law or equity, to challenge, modify, set aside, extinguish, enjoin enforcement of, or seek relief from any of the terms, conditions, covenants, restrictions, or agreements in this LDA.
618. Cross-Default. A default pursuant to any other Project Document shall constitute a default pursuant to this LDA.
619. Consents And Approvals. Except as otherwise specifically provided in this LDA, any consent or approval by HPD pursuant to this LDA shall be made in writing by (i) HPD's Commissioner, HPD's Deputy Commissioner for Development, or by an Associate Commissioner or Assistant Commissioner in HPD's office of Development (each, an "Authorized Official"), or (ii) an HPD employee designated in writing by any Authorized Official to grant such consent or approval. In the case of any consent or approval by an HPD employee who is not an Authorized Official, Sponsor shall be required to verify that such HPD employee has a valid written delegation of authority from an Authorized Official that authorizes such HPD employee to give such consent or approval, and shall not act upon any purported consent or approval without first performing such verification.

620. Sole Discretion. Except as otherwise specified herein, any determination or approval by HPD pursuant to this LDA shall be in the sole discretion of HPD.
621. Representation and Warranties. Sponsor makes the representations and warranties in this LDA in order to induce the City to enter into this LDA and other Project Documents, and recognizes that the City is relying upon such representations and warranties in the execution of this LDA and other Project Documents.
622. Unused Development Rights. If, at any time after the Completion Deadline, the amount of floor area permitted on the Disposition Area pursuant to the New York City Zoning Resolution exceeds the amount of floor area in the improvements existing on the Disposition Area on the Completion Deadline ("Unused Development Rights"), such Unused Development Rights shall not be used, transferred, or encumbered without the prior written consent of HPD.
623. Reserved.

IN WITNESS WHEREOF, the City has caused this LDA to be executed by the Commissioner of HPD, and its corporate seal to be affixed hereto and duly attested by the City Clerk, and Sponsor has caused this LDA to be executed as of the day and year first above written.

ATTEST:



Michael McSweeney
City Clerk

THE CITY OF NEW YORK

**By: DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT**

By: 

Ahmed Tigani
Acting Commissioner

Seal of The City of New York

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL 08/28/2027

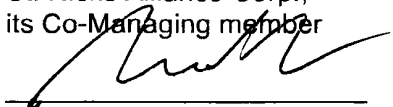
By: /s/ Laurel Zabel
Acting Corporation Counsel

BARTLETT CROSSING LLC

By: Bartlett Crossing Managers LLC,
its Managing Member

By: Bartlett Crossing UNP LLC,
its Managing Member

By: St. Nicks Alliance Corp.,
its Co-Managing member

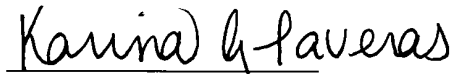
By: 
Name: Michael Rochford
Title: Executive Director

**BARTLETT CROSSING HOUSING
DEVELOPMENT FUND COMPANY, INC.**

By: 
Name: Michael Rochford
Title: President

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

On the 24 day of December in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **Michael Rochford**, 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 instrument.


Notary Public

Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/29

COMMISSIONER ACKNOWLEDGMENT

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

On the 16 day of December in the year 2025 before me, the undersigned, personally appeared **Ahmed Tigani**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

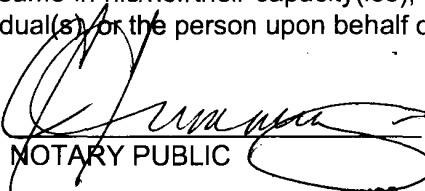
ANN M RIVERA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RI6401350
Qualified in Bronx County
Commission Expires December 9, 2027

=====

CITY CLERK ACKNOWLEDGMENT

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

On the 17 day of December in the year 2025 before me,, the undersigned, personally appeared **Michael McSweeney**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

CYNTHIA CUMMINGS
Commissioner of Deeds
City of New York No. 4-10293
Commission Expires: 2-1-2027

EXHIBIT A

Property Description

All those certain plots, pieces, and parcels of land, with the buildings and improvements thereon erected, situate, lying, and being in the City and State of New York, designated on the Tax Map of the City of New York as of November 18, 2025:

<u>Block(s):</u>	<u>Lot(s):</u>
2272	49
2269	52
 <u>Borough:</u>	 Brooklyn
<u>County:</u>	Kings

EXHIBIT B
Project Summary

Block 2272, Lot 49

(next page)

PROJECT SUMMARY

1. **PROJECT:** Broadway Triangle

2. **LOCATION:**

a. **BOROUGH:** Brooklyn

b. **COMMUNITY DISTRICT:** 1

c. **COUNCIL DISTRICT:** 33

d. **DISPOSITION AREA:**

<u>BLOCKS</u>	<u>LOTS</u>	<u>ADDRESSES</u>
2269	14	68 Gerry Street
2269	16	72 Gerry Street
2269	17	74 Gerry Street
2269	18	76 Gerry Street
2269	19	78 Gerry Street
2269	23	86 Gerry Street
2269	24	88 Gerry Street
2269	25	90-92 Gerry Street
2269	27	84 Throop Avenue
2269	28	86 Throop Avenue
2269	29	88 Throop Avenue
2269	30	90 Throop Avenue
2269	31	92-94 Throop Avenue
2269	33	69 Bartlett Street
2269	35	65 Bartlett Street
2269	36	59-63 Bartlett Street
2269	39	57 Bartlett Street
2269	40	55 Bartlett Street
2269	41	53 Bartlett Street
2269	42	51 Bartlett Street
2269	43	47 Bartlett Street
2269	45	43-45 Bartlett Street
2269	47	41 Bartlett Street
2269	48	39 Bartlett Street
2269	49	37 Bartlett Street
2269	50	35 Bartlett Street
2272	11	34-36 Bartlett Street
2272	45	11 Whipple Street
2272	46	9 Whipple Street
2272	49	669 Flushing Avenue
2272	51	667 Flushing Avenue
2272	52	665 Flushing Avenue
2272	53	663 Flushing Avenue
2272	108	24 Bartlett Street
2272	147	5 Whipple Street

3. **BASIS OF DISPOSITION PRICE:**

Nominal. Sponsors will also deliver an enforcement note and mortgage and/or Conditional Grant Agreement to the City for the remainder of the Disposition Area's appraised value ("Land Debt").

For a period of at least thirty (30) years following completion of construction (or a longer period as determined by HPD), the portion of the Land Debt that encumbers residential rental buildings, the

commercial space, and the community facility space will be repayable out of resale or refinancing profits. At the discretion of HPD, the mortgages securing that portion of the Land Debt will provide either that the remaining balance, if any, will be repayable, or that the remaining balance, if any, may be forgivable.

For a period of fifteen (15) years following completion of construction, the portion of the Land Debt that encumbers any cooperative residential buildings in the project will be repayable out of resale or refinancing profits from the sale of income and price restricted cooperative units and will evaporate over fifteen (15) years of owner occupancy in accordance with a formula determined by HPD.

For a period of fifteen (15) years following completion of construction, the portion of the Land Debt that encumbers any income and price restricted condominium units in the project will be repayable out of resale or refinancing profits from the sale of income and price restricted condominium units and will evaporate over fifteen (15) years of owner occupancy in accordance with a formula determined by HPD.

- | | |
|--|--|
| 4. TYPE OF PROJECT: | New Construction |
| 5. APPROXIMATE NUMBER OF BUILDINGS: | Approximately 5-8 |
| 6. APPROXIMATE NUMBER OF UNITS: | Approximately 488 dwelling units |
| 7. HOUSING TYPE: | Rental, cooperative and/or condominium |
| 8. ESTIMATE OF INITIAL RENTS | Rents for the rental buildings shall be affordable to households earning up to 80% of the area median income ("AMI") or as established in compliance with the requirements of lenders, where applicable. All units in multi-family buildings will be subject to rent stabilization. |
| 9. ESTIMATE OF INITIAL PRICE | Prices of condominium and cooperative units will be established in compliance with the requirements of lenders, where applicable, or at market levels. The Land Debt will be allocated to income and price restricted cooperative units and will evaporate with respect to such units over fifteen (15) years of owner-occupancy in accordance with a formula determined by HPD with the remaining balance, if any, forgiven in the 15 th year. Purchasers of income and price restricted units, if any, must also repay the Land Debt attributable to their units out of resale and refinancing profits. |
| 10. INCOME TARGETS | Income targets, if any, for condominium and cooperative units, will be established in compliance with the requirements of lenders. Rental units will be affordable to families with incomes up to 80% of AMI, or as established in compliance with the requirements of lenders, where applicable. |

11. PROPOSED FACILITIES:

Up to approximately 16,500 square feet of commercial space. Up to approximately 12,000 square feet of community facility space.

12. PROPOSED CODES/ORDINANCES:

None

13. ENVIRONMENTAL STATUS:

Environmental Impact Statement

14. PROPOSED TIME SCHEDULE:

Approximately 24 months from closing of a phase to completion of construction for such phase.

EXHIBIT B-1
Supplemental Project Summary

Block 2272, Lot 49

(next page)

SUPPLEMENTAL PROJECT SUMMARY

1. **PROGRAM:** **Extremely Low and Low Income Affordability Program**
2. **PROJECT:** **Broadway Triangle Site A1– Rental**
3. **LOCATION:**
 - a. **BOROUGH:** **Brooklyn**
 - b. **COMMUNITY DISTRICT:** **1**
 - c. **COUNCIL DISTRICT:** **33**
 - d. **PROJECT AREA:** BLOCK LOT(S)
2272 49
 - e. **DISPOSITION AREA:** BLOCK LOT(S)
2272 49
4. **BASIS OF DISPOSITION PRICE:** **Nominal. Sponsor will pay one dollar per lot and deliver an enforcement note and mortgage for the remainder of the appraised value ("Land Debt").**
5. **TYPE OF PROJECT:** **New Construction**
6. **APPROXIMATE NUMBER OF BUILDINGS:** **One**
7. **APPROXIMATE NUMBER OF UNITS:** **49 dwelling units**
8. **HOUSING TYPE:** **Rental**
9. **ESTIMATE OF INITIAL RENTS:** **Rents will be affordable to household incomes between 30% and 80% of the area median income ("AMI") with up to 30% of the units with rents affordable to families earning up to 100% of AMI. All affordable rental units will be subject to rent stabilization. Formerly homeless tenants referred by DHS and other City agencies will pay up to 30% of their income as rent**
10. **INCOME TARGETS:** **Up to 80% of AMI.**
11. **LIENS FOR LAND DEBT/CITY SUBSIDY:** **For the affordable rental units, for a period of at least thirty (30) years following completion of construction, the Land Debt or the City's capital subsidy attributable to the property may be repayable out of resale or refinancing profits. The remaining balance, if any, may be forgiven at the end of the term.**
12. **PROPOSED FACILITIES:** **None**
13. **PROPOSED CODES/ORDINANCES:** **None**
14. **ENVIRONMENTAL STATUS:** **Negative Declaration**

15. PROPOSED TIME SCHEDULE:

Approximately 24 months from closing to completion of construction

EXHIBIT B-2
Project Summary

Block 2269, Lot 52
(next page)

PROJECT SUMMARY

1. PROGRAM: EXTREMELY LOW AND LOW INCOME AFFORDABILITY PROGRAM
2. PROJECT: Broadway Triangle – Bartlett Crossing
3. LOCATION:
 - a. BOROUGH: Brooklyn
 - b. COMMUNITY DISTRICT: 1
 - c. COUNCIL DISTRICT: 33
 - d. DISPOSITION AREA:

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>
2269	52	31 Bartlett Street
4. BASIS OF DISPOSITION PRICE: Nominal. Sponsor will pay one dollar per lot and deliver an enforcement note and mortgage for the remainder of the appraised value ("Land Debt"). For a period of at least thirty (30) years following completion of construction, the Land Debt or the City's capital subsidy may be repayable out of resale or refinancing profits. The remaining balance, if any, may be forgiven at the end of the term.
5. TYPE OF PROJECT: New Construction
6. APPROXIMATE NUMBER OF BUILDINGS: 1
7. APPROXIMATE NUMBER OF UNITS: Approximately 29 dwelling units
8. HOUSING TYPE: Rental
9. ESTIMATE OF INITIAL RENTS Rents will be affordable to families earning from 30% to 80% of the area median income ("AMI") with up to 30% of the units with rents affordable to families earning up to 100% of AMI. Formerly homeless tenants referred by DHS and other City agencies will pay up to 30% of their income as rent.
10. INCOME TARGETS Between up to 30% and up to 80% of AMI, with up to 30% of the units targeted to incomes up to 100% of AMI.

Page 4 of 4
C 220209 HAK
Res. No. 179 (Pre. L.U. No. 46)

- | | |
|--------------------------------|---|
| 11. PROPOSED FACILITIES: | None |
| 12. PROPOSED CODES/ORDINANCES: | None |
| 13. ENVIRONMENTAL STATUS: | Negative Declaration |
| 14. PROPOSED TIME SCHEDULE: | Approximately 24 months from closing to completion of construction completion of construction |

EXHIBIT C

City Council Resolution No. 179

(next page)

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 179**

Resolution approving the application submitted by the New York City Department of Housing Preservation and Development ("HPD") and the decision of the City Planning Commission, ULURP No. C 220209 HAK, approving the designation of an Urban Development Action Area, an Urban Development Action Area Project, and the disposition of city-owned property located at 31 Bartlett Street (Block 2269, Lot 52), Borough of Brooklyn, Community District 1, to a developer selected by HPD (Preconsidered L.U. No. 46; C 220209 HAK).

By Council Members Salamanca and Louis

WHEREAS, the City Planning Commission filed with the Council on April 15, 2022 its decision dated April 13, 2022 (the "Decision"), on the application submitted by the New York City Department of Housing Preservation and Development ("HPD") regarding city-owned property located at 31 Bartlett Street (Block 2269, Lot 52) (the "Disposition Area"), approving:

- a) pursuant to Article 16 of the General Municipal Law of New York State the designation of the Disposition Area as an Urban Development Action Area;
- b) pursuant to Article 16 of the General Municipal Law of New York State an Urban Development Action Area Project for the Disposition Area (the "Project"); and
- c) pursuant to Section 197-c of the New York City Charter the disposition of the Disposition Area to a developer to be selected by the New York City Department of Housing Preservation and Development;

to facilitate the development of a new nine-story building containing approximately 29 affordable housing units, approximately six of which would be permanently affordable through the Voluntary Inclusionary Housing (VIH) program, in Brooklyn, Community District 1 (ULURP No. C 220209 HAK) (the "Application");

WHEREAS, the City Planning Commission has certified its unqualified approval of UDAAP pursuant to Article 16 of the General Municipal Law;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d of the City Charter;

WHEREAS, by letter dated April 29, 2022 and submitted to the Council on April 29, 2022, HPD submitted its requests (the "HPD Requests") respecting the Application including the submission of the project summary for the Project (the "Project Summary");

WHEREAS, upon due notice, the Council held a public hearing on the Application and Decision and the HPD Requests on May 11, 2022;

WHEREAS, the Council has considered the land use and financial implications and other

policy issues relating to the Application; and

WHEREAS, the Council has considered the relevant environmental issues, including the Revised Negative Declaration issued April 12th, 2022, which supersedes the Negative Declaration issued October 8th, 2021, and a Revised Environmental Assessment Statement (EAS) issued April 12th, 2022 (CEQR No. 21HPD027K) to include additional information related to the Waterfront Revitalization Program and the Revised EAS concluded that the revised analysis would not result in any new or different significant adverse environmental impacts not already identified in the previous Negative Declaration (the "Revised Negative Declaration").

RESOLVED:

The Council finds that the action described herein will have no significant impact on the environment as set forth in the Revised Negative Declaration.

Pursuant to Section 197-d of the New York City Charter, based on the environmental determination and the consideration described in the report C 220209 HAK and incorporated by reference herein, and the record before the Council, the Council approves the Decision of the City Planning Commission and the HPD Requests.

Pursuant to Article 16 of the General Municipal Law of the New York State, based on the environmental determination, and the consideration described in the report C 220209 HAK and incorporated by reference herein, and the record before the Council, the Council approves the Decision of the City Planning Commission and the HPD Requests.

The Council finds that the present status of the Area tends to impair or arrest the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council approves the designation of the Area as an urban development action area pursuant to Section 693 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law and subject to the terms and conditions of the Project Summary, a copy of which is attached hereto.

The Council approves the disposition of the Disposition Area under Section 197-d of the New York City Charter, to a developer to be selected by the New York City Department of Housing Preservation and Development for the development of the Project consistent with the Project Summary.

EXHIBIT C-1

City Council Resolution No. 2322

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 2322**

Resolution approving with a modification the decision of the City Planning Commission on an application submitted by the New York City Department of Housing Preservation and Development, ULURP No. C 090416 HAK, approving the designation of the various properties, and approving the disposition of such property to a developer selected by the New York City Department of Housing Preservation and Development (L.U. No. 1230; C 090416 HAK).

By Council Members Katz and Garodnick

WHEREAS, the City Planning Commission filed with the Council on October 19, 2009 its decision dated October 19, 2009 (the "Decision"), on the application submitted by the New York City Department of Housing Preservation and Development pursuant to Section 197-c of the New York City Charter and Article 16 of the General Municipal Law of New York State regarding:

- a) the designation of property located at the following address:

BLOCK	LOT	ADDRESS (UR Site Number and Name)
2269	14	68 Gerry Street: p/o Site 4 (Broadway Triangle Urban Renewal Area)
2269	16	72 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	17	74 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	18	76 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	19	78 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	23	86 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	24	88 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	25	90-92 Gerry Street (p/o Site 4 Broadway Triangle Urban Renewal Area)

T	2269	27	84 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	28	86 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	29	88 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	30	90 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	31	92-94 Throop Avenue (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	33	69 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	35	65 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
T	2269	36	59-63 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	39	57 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	40	55 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	41	53 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
	2269	42	51 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)

B1
B1
B1
B1
B1

2269	43	47 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	45	43-45 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	47	41 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	48	39 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	49	37 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2269	50	35 Bartlett Street (p/o Site 4 Broadway Triangle Urban Renewal Area)
2272	11	34-36 Bartlett Street (p/o Site 7A Broadway Triangle Urban Renewal Area)
2272	45	11 Whipple Street
2272	46	9 Whipple Street
2272	49	669 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	51	667 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	52	665 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	53	663 Flushing Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)

2272	108	24 Bartlett Avenue (p/o Site 7B Broadway Triangle Urban Renewal Area)
2272	147	5 Whipple Street

as an Urban Development Action Area (the "Area");

b) an Urban Development Action Area Project for such area (the "Project"); and pursuant to Section 197-c of the New York City Charter for the disposition of such property to a developer selected by the Department of Housing Preservation and Development to facilitate the development of six sites, tentatively known as Broadway Triangle, with approximately 488 residential units, commercial and community facility uses (the "Disposition"), Community District 1, Borough of Brooklyn (ULURP No. C 090416 HAK) (the "Application");

WHEREAS, the Application is related to Applications Numbers C 090413 ZMK (L.U. No. 1227), an amendment to the Zoning Map; N 090414 ZRK (L.U. No. 1228), an amendment to the Zoning Resolution; and C 090415 HUK (L. U. No. 1229), an amendment to the Broadway Triangle Urban Renewal Plan;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(1) of the City Charter;

WHEREAS, the Application and Decision are subject to review and action by the Council pursuant to Article 16 of the General Municipal Law of New York State;

WHEREAS, the New York City Department of Housing Preservation and Development ("HPD") submitted to the Council its recommendations regarding the Application on November 10, 2009;

WHEREAS, upon due notice, the Council held a public hearing on the Application and Decision on November 19, 2009;

WHEREAS, the Council has considered the land use and financial implications and other policy issues relating to the Application;

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement (FEIS) for which a Notice of Completion was issued on October 7, 2009 (CEQR No. 09HPD019K);

RESOLVED:

Having considered the FEIS, with respect to the Application, the Council finds that:

- (1) The FEIS meets the requirements of 6 N.Y.C.R.R. Part 617;
- (2) From among the reasonable alternatives thereto, the actions to be approved are one which minimizes or avoids adverse environmental impacts to the maximum extent practicable; and
- (3) The adverse environmental impacts disclosed in the FEIS will be minimized or avoided to the maximum extent practicable by incorporating as conditions to the approval, those mitigation measures that were identified as practicable; and
- (4) The Decision and the FEIS constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Section 197-d, the Council approves the decision of the City Planning Commission (C 090416 HAK).

The Council finds that the present status of the Project Area tends to impair or arrest the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council approves the designation of the Project Area as an urban development action area pursuant to Section 693 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law.

The Council approves the disposition of such property to a developer selected by the Department of Housing Preservation and Development with the following modification:

The preference for the use of the property located on Block 2272/Lots 11, 45 and 46 shall be open space.

Page 6 of 6
C 090416 HAK
Res. No. 2322 (L.U. No. 1230)

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on December 21, 2009, on file in this office.

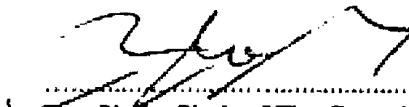

.....
City Clerk, Clerk of The Council.

EXHIBIT D

Mayoral Approval Document

(next page)

**THE MAYOR
CITY OF NEW YORK
NOVEMBER 12, 2025
CAL. NO. 2**

WHEREAS, the Department of Housing Preservation and Development ("HPD") of the City of New York ("City") has proposed to the Council the sale of certain City-owned real property located in the Borough of Brooklyn, City and State of New York, known as:

<u>Blocks</u>	<u>Lots</u>
2272	49
2269	52

on the Tax Map of the City and as Bartlett Crossing in HPD's Extremely Low and Low Income Affordability Program ("Disposition Area"); and

WHEREAS, the Council, pursuant to Article 16 of the General Municipal Law, has held a public hearing upon due notice and has (i) approved the designation of the Disposition Area as an Urban Development Action Area, and (ii) approved the proposed project ("Project") as an Urban Development Action Area Project, and

WHEREAS, the City Planning Commission duly filed with the Council and the affected Borough President its approval (Report Nos. C 090416 HAK and C 220209 HAK, dated October 19, 2009 and April 13, 2022) of the use and disposition of the Disposition Area in conformity with the land use review procedures required by Sections 197-c and 197-d of the Charter, which have been adhered to; and

WHEREAS, the action of the City Planning Commission has been approved or deemed approved by the Council pursuant to Section 197-d of the Charter; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Part 617 of Volume 6 of the Codes, Rules and Regulations of the State of New York, Chapter 5 of Title 62 of the Rules of the City of New York, and Mayoral Executive Order No. 91 of August 24, 1977, as amended, HPD has issued a Negative Declaration which has been duly considered by the Mayor with respect to Block 2269, Lot 52, and has prepared an Environmental Impact Statement with respect to Block 2272, Lot 49 which has been duly considered by the Mayor; and

WHEREAS, HPD has designated Bartlett Crossing Housing Development Fund Company, Inc. ("Sponsor") as a qualified and eligible sponsor; and

WHEREAS, it is anticipated that the Project to be developed by Sponsor will contain two buildings containing approximately 78 dwelling units; and

WHEREAS, a proposed agreement ("Land Disposition Agreement") between the City and Sponsor providing for the sale of the Disposition Area to Sponsor for the nominal price of One Dollar per tax lot ("Disposition Price") and setting forth the terms and conditions for the development of the Disposition Area has been submitted to the Mayor; and

WHEREAS, the Mayor has held a public hearing upon due notice published in The City Record, as required by Section 1802(6)(j) of the Charter, and in a newspaper of general circulation in New York City, as required by Section 695(2)(b) of the General Municipal Law; and

WHEREAS, as certified below, a duly noticed public hearing in the matter of the disposition, pursuant to Section 1802(6)(j) of the Charter, was held and closed by the Mayor on November 12, 2025 (Cal. No.2). At such public hearing, no amendments were made and no testimony was offered. The relevant portion of the calendar is annexed hereto.

CERTIFICATION by the Mayor's Office Of Contract Services/Public Hearings Unit of the actions at and final disposition of the Real Property Public Hearing held on November 12, 2025 (Cal. No. 2).

JACQUELINE GALORY
NAME

HEARING SECRETARY
TITLE

NOVEMBER 12, 2025
DATE

NOW THEREFORE:

1. The Mayor hereby approves the designation of Sponsor as a qualified and eligible sponsor.
2. The Mayor hereby authorizes and approves the sale of the Disposition Area at the Disposition Price by negotiated sale, without public auction or sealed bids.
3. The Mayor hereby approves the Land Disposition Agreement in substantially the form submitted and authorizes the subordination of the Land Disposition Agreement to the lien of mortgages securing loans financing the Project.
4. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute a Land Disposition Agreement in substantially the form submitted, when approved as to form by the Corporation Counsel, and directs the City Clerk or acting City Clerk to attest the same and to affix the seal of the City thereto.
5. The Mayor hereby authorizes the City, as more particularly described in the Land Disposition Agreement, to indemnify Sponsor and its successors or assigns, holders of mortgages securing loans financing the Project and their successors or assigns, and title companies against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.
6. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute and deliver to Sponsor, or to an affiliate or successor of Sponsor controlled by the same principal(s) that controlled Sponsor, a deed of conveyance of title to the Disposition Area, when approved as to form by the Corporation Counsel, at the Disposition Price, without public auction or sealed bids, and upon the terms and conditions contained in the Land Disposition Agreement, and directs the City Clerk or acting City Clerk to attest said deed and to affix the seal of the City thereto.

Date: November 18, 2025

By:



Adolfo Carrión Jr.
Deputy Mayor for Housing, Economic
Development, and Workforce

EXHIBIT E

PROJECT INFORMATION

Project Information		
Project Identifier	HPD Project Name	
Program Name	HPD Program Name	
Prequalified List used for the program	Prequalified List for developer, contractor	
Building Address	PHN	
Building Address	Street Name	
Building Borough	Borough	
Building Block	Block	
Building Lot	Lot	
Stories	Stories per building	
Square Footage at Base	Square Footage at Base	
# Dwelling Units	# Dwelling Units	
Bedroom distribution by Income Limits	Bedroom distribution by Income Limits	
Bedroom distribution by Initial Legal Rent	Bedroom distribution by Initial Legal Rent	
Bedroom distribution by actual rent	Bedroom distribution by actual rent	rent roll
# Commercial units	Commercial Square Footage (gross)	
Source of Financial Assistance	Source of Financial Assistance	Examples include HOME, NSP, BPCA, Reso A, City Capital Examples include loan, grant, discounted land sale, tax exemption.
Type of Financial Assistance	Type of Financial Assistance	* Tax benefit = year 1 (updates point to DOF website) * Land Value = include all appraisal amounts and types and land acquisition cost * Project Based Voucher= (# units * PUC)* 12 * Loan = Value of loan (without interest)
Value of Financial Assistance	Dollar amount of Source	HPD appraisal to include as-is, highest and best use, and planned use appraisals
Value of Financial Assistance: Appraisal	HPD Appraisal for public sites	completion = construction completion. T/CO or equivalent for preservation projects
Anticipated Completion Date	Projected Completion Date	

Developer Name	Borrower Legal Entity	
Developer Address	C/O	if "in care of", if applicable
Developer Address	PHN	
Developer Address	Street Name	
Developer Address	City	
Developer Address	State	
Developer Address	Zip	
Principal Officers	Principal Type	for Developer, Contractor, and/or Subcontractor entity
Principal Officers	First Name	
Principal Officers	Last Name	
Principal Officers	Title	CEO, CFO and COOs
Principal Owners	Owner Type	for Developer, Contractor, and/or Subcontractor entity
Principal Owners	First Name	
Principal Owners	Last Name	
Principal Owners	Title	examples: Managing Partner, General Partner,
Developer Prequalified information	Developer Prequalification	Is Developer on prequalified list? yes/no
Method to select Developer	Method to select Developer	Methods: Application (e.g., for 8A, PLP, Supportive Housing loans), RFP or RFQ
<i>Section 220 of NYS labor law</i>	<i>Section 220 yes/no</i>	
<i>Subchapter IV of chapter 31 of</i>		
<i>part A of subtitle of title 40 of</i>		
<i>US Code</i>	<i>Davis Bacon yes/no</i>	
Project Completion date	Construction Completion Date	T/CO or equivalent for preservation projects

EXHIBIT F

Urban Renewal Plan

(next page)

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

**FIRST AMENDED
URBAN RENEWAL PLAN**

**BROADWAY TRIANGLE
URBAN RENEWAL AREA**

**Brooklyn
Community Districts Nos. 1, 3**

May, 2009

HISTORY OF PRIOR APPROVALS

Original

City Planning Commission: May 15, 1989 (C 880604 HUK)
Board of Estimate: June 29, 1989 (Cal. No. 13)

Minor Change

City Planning Commission: August 13, 1997 (N 960482)

First Amendment

City Planning Commission: October 19, 2009 (C090415 HUK)
City Council: December 21, 2009
Mayor:

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E: RELATED ACTIONS.....	8
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EXHIBITS

- A: PROPERTIES ACQUIRED AND TO BE ACQUIRED
- B: PROJECT BOUNDARY DESCRIPTION
- C: RESIDENTIAL HEIGHT LIMITS

MAPS

- 1: PROJECT BOUNDARY MAP, DATED May 2009
- 2: LAND USE MAP, DATED May 2009

A: URBAN RENEWAL AREA

1. LEGAL AUTHORITY

The City of New York ("City") has designated the Broadway Triangle Urban Renewal Area ("Area") as an urban renewal area pursuant to §504 of Article 15 ("Urban Renewal Law") of the General Municipal Law. The Department of Housing Preservation and Development ("HPD") represents the City in carrying out the provisions of the Urban Renewal Law pursuant to §502(5) of the Urban Renewal Law and §1802(6)(e) of the Charter.

2. AREA

The properties indicated on Map 1 and listed in Exhibit A ("Acquisition Parcels") have been or will be acquired by the City for redevelopment pursuant to this First Amended Broadway Triangle Urban Renewal Plan ("Plan"). These Acquisition Parcels comprise the entire Area and, as such, are the only properties to be redeveloped pursuant to this Plan.

3. BOUNDARY

The Area is located in Community Districts Nos. 1 and 3 in the borough of Brooklyn and is generally bounded by (i) Flushing Avenue, Bartlett Street, and Gerry Street on the north, (ii) Broadway and Throop Avenue on the east, (iii) Park Avenue on the south, and (iv) Marcy Avenue, Harrison Avenue, and Union Avenue on the west. The perimeter described in Exhibit B and shown on Map 1 ("Project Boundary") encompasses all of the Acquisition Parcels which comprise the Area, but may also encompass other properties which are not part of the Area. The Acquisition Parcels, and not the Project Boundary, define the Area.

4. OTHER PROPERTIES

Any properties located within the Project Boundary which are not listed in Exhibit A ("Exempt Parcels") will not be acquired by the City for redevelopment pursuant to this Plan. Notwithstanding the fact that they are located within the Project Boundary, Exempt Parcels are not part of the Area and are not subject to the controls of this Plan, even if they are or become City-owned.

5. ELIGIBILITY

The Area is eligible for designation as an urban renewal area pursuant to the Urban Renewal Law. The following insanitary and substandard conditions adversely affect the quality of life in the Area and its immediate vicinity:

- a. Abandoned, vacant, substandard, underutilized, and/or obsolete buildings and structures characterized by physical deterioration, high levels of code violations, and outmoded design.
- b. Abandoned, vacant, underutilized, substandard, and/or insanitary, lots.
- c. Incompatible adjacent uses.

- d. Hazardous or detrimental industrial uses.
- e. Illegal uses and conversions.

B: URBAN RENEWAL PLAN

1. LEGAL AUTHORITY

The City has established this Plan for the redevelopment of the Area pursuant to §505 of the Urban Renewal Law.

2. STATEMENT OF COMPLIANCE

In accordance with §502(7) of the Urban Renewal Law, this Plan states the following information:

a. Proposed Land Uses

See Section C.

b. Proposed Land Acquisition, Demolition, And Removal Of Structures

See Section D.

c. Proposed Acquisition Of Air Rights And Concomitant Easements Or Other Rights Of User Necessary For The Use And Development Of Such Air Rights

None.

d. Proposed Methods Or Techniques Of Urban Renewal

See Section D.

e. Proposed Public, Semi-Public, Private, Or Community Facilities Or Utilities

See Section C.

f. Proposed New Codes And Ordinances And Amendments To Existing Codes And Ordinances As Are Required Or Necessary To Effectuate The Plan

See Section E.

g. Proposed Program Of Code Enforcement

Properties will be required to comply with applicable United States ("Federal"), State of New York ("State"), and City laws, codes, ordinances, and regulations (collectively, "Laws").

h. Proposed Time Schedule For Effectuation Of Plan

<u>Project Activity</u>	<u>Estimated Commencement Date</u>	<u>Estimated Completion Date</u>
Land Acquisition	September 1991	June 2013
Relocation of Site Occupants	September 1992	September 2013
Demolition and Site Clearance	October 1992	June 2014
Site Preparation (Including Installation of Site Improvements)	June 1992	June 2014
Land Disposition	July 1992	June 2014
Project Completion		December 2015

3. OBJECTIVES

This Plan seeks to:

- a. Redevelop the Area in a comprehensive manner, removing blight and maximizing appropriate land use.
- b. Remove or rehabilitate substandard and insanitary structures.
- c. Remove impediments to land assemblage and orderly development.
- d. Strengthen the tax base of the City by encouraging development and employment opportunities in the Area.
- e. Provide new housing of high quality and/or rehabilitated housing of upgraded quality.
- f. Provide appropriate community facilities, parks and recreational uses, retail shopping, public parking, and private parking.
- g. Provide a stable environment within the Area which will not be a blighting influence on surrounding neighborhoods.

4. DESIGN OBJECTIVES

It is the intent of this Plan that, to the extent deemed feasible by HPD, (i) the Area should be developed in a manner compatible with or beneficial to the surrounding community, (ii) the project should harmonize in scale, configuration, and materials to the prevailing neighborhood pattern, and (iii) in areas with exceptionally strong or uniform street character, the new construction should reinforce the existing urban pattern.

C: CONTROLS ON REDEVELOPMENT

1. ZONING

The controls of this Plan will be concurrent with, and will not preempt or supersede, the controls of the Zoning Resolution of the City, as amended ("Zoning Resolution"). The controls of the Zoning Resolution will apply to all Acquisition Parcels at all times to the extent permitted by Law. The controls of this Plan will commence to apply to any Acquisition Parcel upon acquisition by the City or at such later date as may be specified in this Plan. Thereafter, if there is any conflict between the controls imposed by the Zoning Resolution and the controls imposed by this Plan, the more restrictive of the two will govern.

2. PROPOSED USES

Map 2 indicates the permitted use of each Acquisition Parcel following disposition by the City to a redeveloper. Each use indicated in Map 2 will have the meaning set forth in this Section C.2.

a. Residential

Residential and other uses, including, but not limited to, recreation, open space, community facilities, commercial uses, and parking, will be permitted in accordance with the Zoning Resolution. The preference for the use on Block 2272/Lots 11, 45, and 46 shall be open space.

b. Public Open Space

Public open space uses will be allowed in accordance with the Zoning Resolution.

3. SUPPLEMENTARY CONTROLS

a. Building Height

Residential buildings will be limited to the number of stories specified in Exhibit C.

b. Building Bulk

Building bulk requirements will be as required by the Zoning Resolution.

c. Parking

Parking requirements will be as required by the Zoning Resolution.

d. Utilities

- (1) Any existing overhead telecommunications, electrical, and cable network lines in the Area will be removed and relocated underground and all new or additional telecommunications, electrical, and cable

network lines will be placed underground, unless HPD determines that such placement underground is either unnecessary or infeasible.

- (2) Sewers, water lines, street lighting, and electrical and gas services will be installed as required. Water supply, sanitary sewers, and storm sewers will be provided in accordance with the requirements of the City's Department of Environmental Protection.

D: PROPOSED METHODS AND TECHNIQUES OF URBAN RENEWAL

1. ACQUISITION

a. Method Of Acquisition

Acquisition Parcels may be acquired by any means permitted by applicable Laws. Regardless of the method of acquisition, every Acquisition Parcel acquired by the City will be subject to the controls of, and developed in accordance with, this Plan.

b. Properties Acquired or to be Acquired

The Acquisition Parcels have been or will be acquired by the City. All Acquisition Parcels have been or are intended to be acquired with City funds, without Federal assistance.

2. RELOCATION

There is a feasible method for the relocation of families and individuals displaced from the Area into decent, safe, and sanitary dwellings, which are or will be provided in the Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities, at rents or prices within the financial means of such families or individuals, and reasonably accessible to their places of employment. HPD will relocate residential and commercial site occupants, if any, in compliance with all applicable Federal, State, and City Laws.

3. DEMOLITION AND/OR REHABILITATION

The structures on properties acquired in accordance with this Plan will either be demolished and cleared for new construction or retained for rehabilitation.

4. LAND DISPOSITION

Properties acquired will be disposed of for redevelopment in accordance with this Plan.

E: RELATED ACTIONS

1. ZONING MAP AMENDMENTS

The zoning of the Area will be as set forth in the Zoning Resolution. Zoning Map Amendments may be necessary in order to implement this Plan, but any proposed amendments set forth in this Section E.1 will have no force or effect until they are approved and become effective pursuant to the applicable provisions of the Charter. The proposed Zoning Map Amendment calls for the existing M1-2 district bounded by Walton Street, Whipple Street, Harrison Avenue, and Throop Avenue to be changed to an R7A district. A C2-4 commercial overlay will be mapped to a depth of 100 feet from each avenue.

2. STREET MODIFICATIONS

It may be necessary to map, demap, or modify streets within and/or adjacent to the Area in order to implement this Plan, but any proposed street modifications set forth in this Section E.2 will have no force or effect until they are approved and become effective pursuant to the applicable provisions of the Charter. However, no street modifications are proposed at this time.

F: REDEVELOPER OBLIGATIONS

1. RECORDABLE AGREEMENTS

The instruments by which the City disposes of any Acquisition Parcel or part thereof to a redeveloper will be recorded in the Office of the City Register and will contain covenants running with the land which (i) incorporate this Plan by reference, (ii) require compliance with the terms and restrictions set forth in this Plan, and (iii) require compliance with Section F.4. An amendment to this Plan which becomes effective after the date of disposition of an Acquisition Parcel to a redeveloper will not apply to the real property comprising such Acquisition Parcel unless, following the effective date of such amendment, the City and the owner of such real property execute a written agreement, approved as to form by the Corporation Counsel, providing that such amendment shall thereafter apply to such real property.

2. LAND USE RESTRICTION

Each redeveloper will be required to devote the land solely to the uses specified as permitted uses in this Plan and to comply with all other terms and restrictions set forth in this Plan.

3. TIMELY PERFORMANCE

Each redeveloper will be required to expeditiously apply for all required governmental approvals and to begin and complete the redevelopment and construction of the improvements mandated by this Plan and agreed upon in the disposition instruments within a reasonable time.

4. NON-DISCRIMINATION

Each redeveloper, its successors and assigns of the land conveyed or any part thereof, and any lessee of the land conveyed or any part thereof (i) will not enter into any agreement, lease, conveyance, or other instrument which restricts the sale, lease, or occupancy of such land or any part thereof upon the basis of race, color, national origin, ancestry, alienage status, religion, creed, age, sex, marital status, sexual orientation, or disability, and (ii) will comply with all applicable Federal, State, and City laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, national origin, ancestry, alienage status, religion, creed, age, sex, marital status, sexual orientation, or disability in the sale, lease, or occupancy of the property.

5. DESIGN REVIEW

HPD may require any redeveloper to (i) submit site plans, landscape plans, architectural drawings, outline specifications, schedules of materials and finishes, and/or final working drawings, in sufficient detail to permit determination of compliance with the controls of this Plan, for HPD approval prior to commencement of construction, and (ii) submit any material change to such documents thereafter proposed for HPD approval prior to commencement of construction of such change.

6. RESTRICTION ON TRANSFER PRIOR TO COMPLETION

No redeveloper will be permitted to sell, lease, or otherwise transfer land at any time prior to completion of the redevelopment thereof without prior written consent of HPD, except as set forth in the disposition instruments.

7. COOPERATION WITH HPD

Each redeveloper will be required to expeditiously submit all documents required by HPD for the approval and processing of the redevelopment project.

8. COOPERATION WITH OTHER CITY AGENCIES

Each redeveloper will be required to cooperate fully with the appropriate City agencies in realizing the specific objectives of this Plan.

9. CERTIFICATE OF COMPLETION

Each redeveloper will be required to provide HPD with current revised drawings as required by HPD, including, but not limited to, descriptions reflecting substantial changes during construction. HPD will use these drawings and descriptions, together with materials submitted prior to commencement of construction, for final determination of compliance and issuance of a Certificate of Completion in accordance with the terms of the disposition instruments.

G: MODIFICATION OF PLAN

1. AMENDMENTS

The City may amend this Plan at any time pursuant to §505 of the Urban Renewal Law and §197-c and §197-d of the Charter and may amend the designation of the Area at any time pursuant to §504 of the Urban Renewal Law.

2. MINOR CHANGES

HPD, with the concurrence of the City Planning Commission ("CPC"), may authorize minor changes of the terms of these restrictions which conform with the intent and purpose of this Plan.

3. MERGERS AND SUBDIVISIONS

The development sites in the Area may be merged and/or subdivided where HPD determines in writing that (i) the site plan complies with the intent and provisions of this Plan, and (ii) the unused portion of the subdivided development site, if any, is marketable and developable in accordance with this Plan and with all applicable Federal, State, and City Laws. The merger and/or subdivision of a development site will not require review or approval by CPC, but HPD will file the Plan, as modified to indicate such merger and/or subdivision, with the Department of City Planning for information purposes.

H: DURATION OF PLAN

This Plan will remain in effect for a period of forty (40) years from the date of the original approval of this Plan, until June 29, 2029, except as provided in Section G.

EXHIBIT A**PROPERTIES ACQUIRED AND TO BE ACQUIRED**

<u>SITE</u>	<u>BLOCK</u>	<u>OLD LOTS</u>	<u>NEW LOTS</u>	<u>LAND USE</u>
1	2269	14, 16, 17, 18, 19, p/o 40, 23, 24		Residential
2	2269	25, 27, 28, 29, 30, 31, 33, 35, 36		Residential
3A	2269	43, 45, 47, 48, 49, 50		Residential
3B	2269	39, p/o 40, 41, 42		Residential
4A	2272	11, 45, p/o 46		Residential with preference for open space
4B	2272	p/o 46, 49, 51, 52, 53, 108, 147		Residential (Preference for open space on p/o Lot 46)
5	2270	1, 3, 5, 7, 8	1	Residential
6	2270	10		Residential
7	2273	3, 4, 20, 21, 23, 24, 26, 27, 28, 29	26	Residential
8	1721 (Now 1722) 1722	1, 4, 5, 6, 8 1, 3, 4, 5, 6, 8, 10, 11, 12, 53, 54, 55, 56, 57, 58, 59 Closed bed of Delmonico Place between Flushing Avenue and Hopkins Street	171, 173, 175, 178 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 168, 170, 180, 182, 184, 186, 188, 190	Residential
9	1722	32, 33, 35, 37, 39, 41, 42, 43, 44, 45	41, 132, 133, 141, 142, 143, 144, 145, 146, 147	Residential
10	1726	1, 2, 3, 4, 5, 6, 7, 8, 10, 127	1, 108, 109, 110, 111, 112, 125, 126, 128, 129, 130	Residential
11	1726	11	114	Public Open Space
12	1726	20, 21, 31, 32, 34	120, 121, 122, 123, 131, 132, 133, 134, 135	Residential
13	1730	1, 2, 3, 4, 5, 6, 7, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 39, 51, 52, 53, 54, 55, 65, 66, 67, 68, 69, 70	1, 101, 102, 103, 111, 112, 14, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 151, 152, 153, 154, 155, 165, 166, 167, 168, 169, 170, 171, 172, 173	Residential

14	1730	47, 48	147, 148	Residential
15	1731	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 19, 39	1, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 139, 140, 141, 142, 143, 144	Residential
16	1732	1, 7, 8, 9, 11, 13, 14, 15, 30, 31	1, 101, 103, 105, 107, 109, 111, 113, 130, 132, 134	Residential

All mapped and/or built streets within the Project Boundary

EXHIBIT B

PROJECT BOUNDARY 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, more particularly bounded and described as follows:

BEGINNING at the intersection of the northerly line of Gerry Street with the easterly line of Broadway;

Running thence southeasterly along the easterly line of Broadway to its intersection with the southerly line of Whipple Street;

Thence southerly along the southerly line of Whipple Street to its intersection with the easterly line of Throop Avenue;

Thence southerly along the easterly line of Throop Avenue to its intersection with the southerly line of Park Avenue;

Thence westerly along the southerly line of Park Avenue to its intersection with the westerly line of Marcy Avenue;

Thence northerly along the westerly line of Marcy Avenue to its intersection with the northerly line of Flushing Avenue;

Thence easterly along the northerly line of Flushing Avenue to its intersection with the northerly line of Bartlett Street;

Thence northerly along the northerly line of Bartlett Street to its intersection with the westerly line of Harrison Avenue;

Thence northerly along the westerly line of Harrison Avenue to its intersection with the southerly line of Gerry Street;

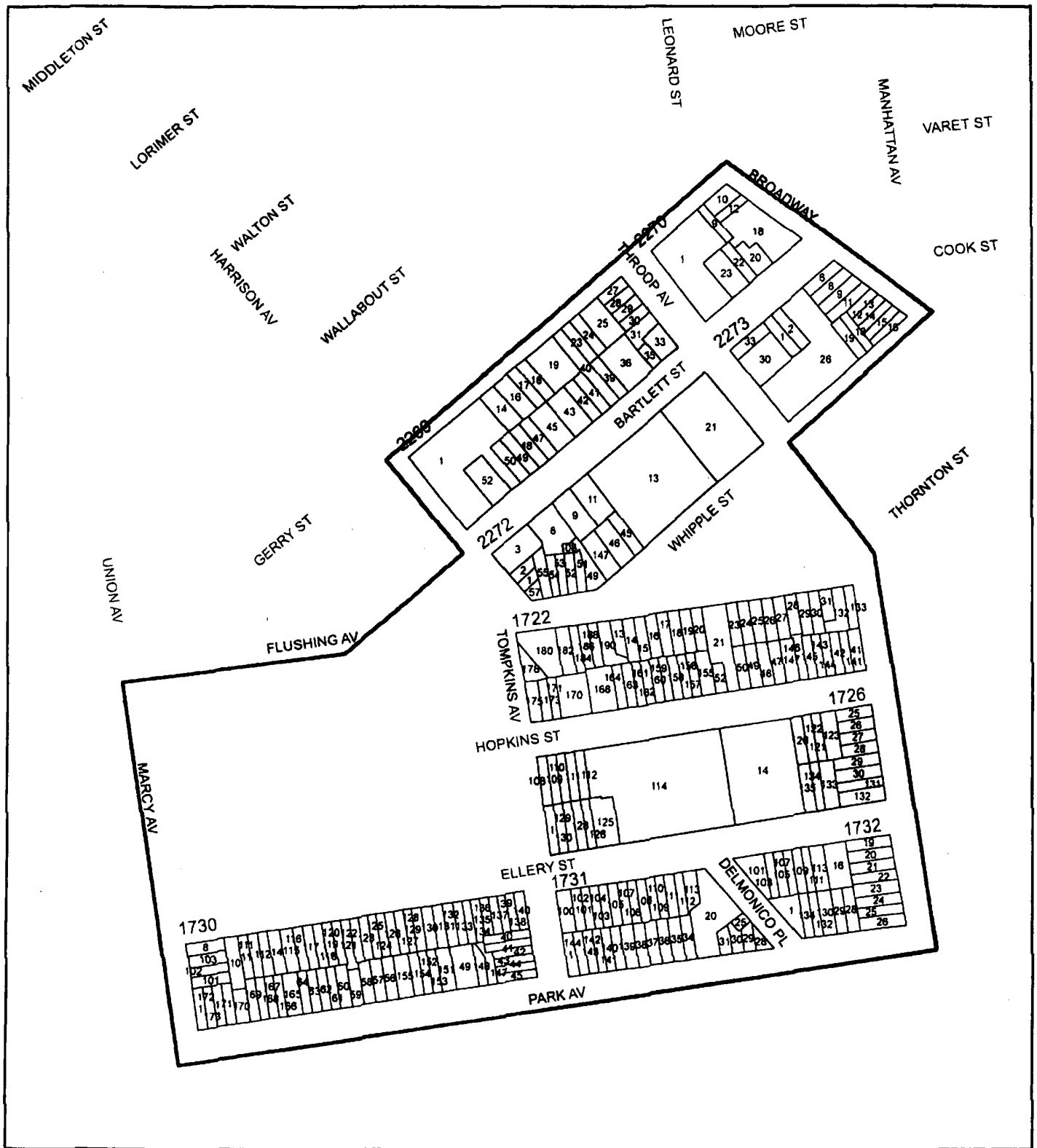
Thence easterly along the southerly line of Gerry Street to the point or place of beginning.

EXHIBIT C

Residential Height Limits

<u>Site #</u>	<u># of Stories</u>	<u>Land Use</u>
1	*	Residential
2	*	Residential
3A	*	Residential
3B	*	Residential
4A	n/a	Residential
4B	*	Residential
5	6	Residential
6	6	Residential
7	*	Residential
8	6	Residential
9	4	Residential
10	4	Residential
11	n/a	Public Open Space
12	*	Residential
13	4	Residential
14	4	Residential
15	*	Residential
16	4	Residential
17	4	Residential

*No limit, except as required by the Zoning Resolution.



LEGEND

- Existing_UR_Boundary
- Lot

BROADWAY TRIANGLE Urban Renewal Plan

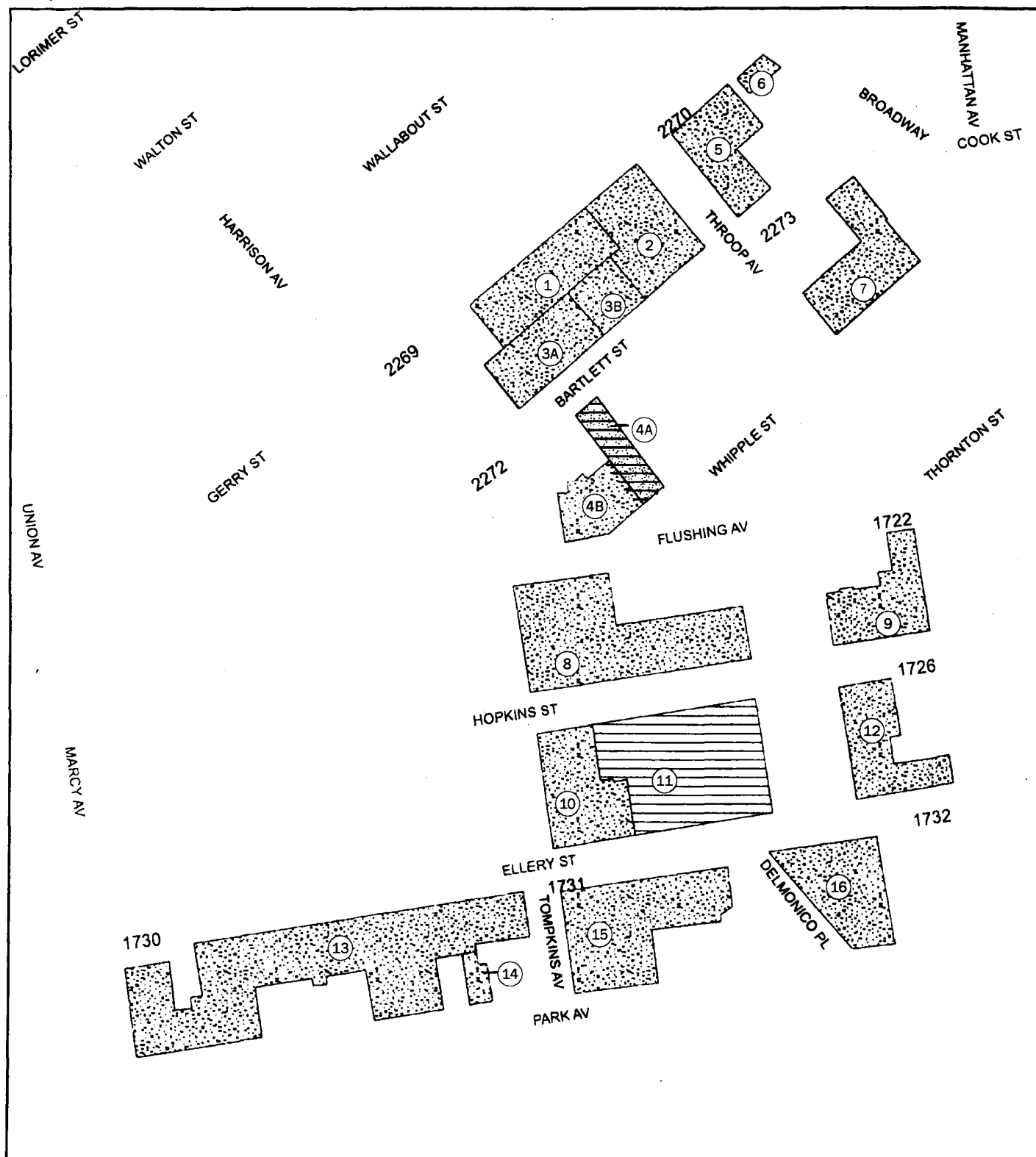
City of New York
Department of Housing
Preservation and Development

PROJECT BOUNDARY
May 2009

0 140 280 560 Feet

Data Source: City of New York, DCP COGIS v.04c, LION v.04d, MapPLUTO v.06c, HPD Office of Development, Map No. 100184.01, Date: 1/08, Scale: 1:3,220, Author: ES

MAP 1



LEGEND

-  Residential with preference for open space
-  Residential
-  Public Open Space

0 125 250 500 Feet

BROADWAY TRIANGLE Urban Renewal Plan

City of New York
Department of Housing
Preservation and Development

LAND USE MAP
May 2009

MAP 2

EXHIBIT G

MWBE Program Rider
(next page)

M/WBE RIDER

PARTICIPATION BY MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

ARTICLE I

M/WBE PROGRAM

1. HPD has established a program for participation on certain development projects subsidized by HPD ("M/WBE Build Up") by minority- owned business enterprises ("MBEs") and women-owned business enterprises ("WBEs") (collectively "M/WBEs"), certified by a governmental or quasi-governmental entity acceptable to HPD as provided in Article I, Section 4 of this Rider ("certified as MBEs and/or WBEs"). Borrower must comply with the requirements set forth in this Rider.
2. In accordance with M/WBE Build Up, Borrower has agreed to a M/WBE participation goal amount of **\$6,281,427** (the "Participation Goal"). The Participation Goal may be achieved by awarding prime contracts and/or subcontracts to firms certified as MBEs and/or WBEs.
3. The Borrower hereby agrees to make all reasonable, good faith efforts to solicit and obtain the participation of MBEs and/or WBEs to meet the required Participation Goal by the completion of construction on the Project.
4. MBE and WBE firms must be certified by a governmental or quasi-governmental entity acceptable to HPD in order for the Borrower to credit such firms' participation toward the attainment of the Participation Goal. Borrower must provide proof of such certification to HPD upon request.
5. Borrower must participate in a Project kick-off meeting scheduled by HPD to review the requirements set forth in this Rider (the "Kick-off Meeting"). If the Participation Goal set forth herein is different from the M/WBE participation goal as set forth in the implementation plan submitted to and approved by HPD (the "Implementation Plan") prior to closing, Borrower must submit an updated Implementation Plan to HPD at the Kick-off Meeting that reflects the Participation Goal set forth herein.
6. Borrower shall periodically submit progress reports as directed by HPD and in the form and manner required by HPD ("Progress Reports"), certified under penalty of perjury, which shall include, but not be limited to: the total amount the Borrower, its prime contractors and its subcontractors paid to M/WBE firms during the period covered by each such Progress Report and cumulatively for the Project.
7. Except as may be otherwise approved in writing by HPD, Borrower shall periodically submit payment reports as directed by HPD and in the form and manner required by HPD ("Payment Reports"), certified under penalty of perjury, which shall include, but not be limited to: the M/WBE firms that performed work on the Project during the period covered by such Payment Report; the total amount the Borrower, its prime contractors and its subcontractors paid to M/WBE firms during the period covered by such Payment Report; and the total amount paid to each listed M/WBE firm cumulatively for the Project. Each identified M/WBE firm must affirm payment in order for Borrower to receive credit

toward the Participation Goal and such M/WBE firms must report any work they have subcontracted to other firms.

8. If payments made to, or work performed by, MBEs or WBEs are less than the Participation Goal, HPD shall be entitled to take appropriate action in accordance with Article II of this Rider, unless the Borrower has obtained a modification of its Participation Goal in accordance with Article I, Section 9 of this Rider.

9. **Modification of Participation Goal.** Borrower may request a modification of its Participation Goal. HPD may grant a request for modification of Borrower's Participation Goal if it determines that Borrower has established, with appropriate documentary and other evidence, that it made reasonable, good faith efforts to meet the Participation Goal. Borrower must demonstrate that Borrower, prime contractors, and/or subcontractors made timely written requests for assistance to the New York City Department of Small Business Services ("DSBS") and provide a description of how recommendations made by DSBS were acted upon as well as an explanation of why action upon such recommendations did not lead to the desired level of participation of MBEs and/or WBEs. In addition, HPD shall consider evidence of the following efforts, as applicable, along with any other relevant factors:

- (i) Borrower, prime contractors, and/or subcontractors advertised opportunities to participate in the Project, where appropriate, in general circulation media, trade and professional association publications and small business media, and publications of minority and women's business organizations;
- (ii) Borrower, prime contractors, and/or subcontractors provided notice of specific opportunities to participate in the Project, in a timely manner, to M/WBEs and responded thoroughly and timely to inquiries from such M/WBEs;
- (iii) Borrower, prime contractors, and/or subcontractors made efforts to identify portions of the work that could be substituted for portions originally designated for participation by MBEs and/or WBEs in the Implementation Plan submitted to and accepted by HPD, and for which borrower, prime contractors, and/or subcontractors claim an inability to retain MBEs or WBEs;
- (iv) Borrower, prime contractors, and/or subcontractors held meetings with MBEs and/or WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;

HPD shall provide written notice to Borrower of the determination.

10. HPD shall have the right to review the Borrower's progress toward attainment of its Participation Goal, including but not limited to, by reviewing the dollar amount of contracts the Borrower, prime contractor, and/or subcontractor have actually awarded to MBE and/or WBE firms and the payments the Borrower, prime contractors, and/or subcontractors have made to such firms.

ARTICLE II

ENFORCEMENT

1. Whenever HPD believes that the Borrower is not in compliance with any provision of this Rider, HPD may send a written notice to the Borrower describing the alleged noncompliance and offering the Borrower an opportunity to be heard. HPD shall then conduct an investigation to determine whether such Borrower is in compliance.

2. In the event that Borrower has failed to demonstrate that Borrower has made reasonable, good faith efforts to achieve the Participation Goal to HPD's satisfaction and/or has otherwise been found to have violated any provision of this Rider, HPD may determine, in its sole discretion; that any of the following actions should be taken:

- (i) entering into an agreement with the Borrower allowing the Borrower to cure the violation;
- (ii) assessing liquidated damages, provided that liquidated damages may be based on amounts representing costs of delays in carrying out the purposes of M/WBE Build Up, the costs of meeting participation goals through additional transactions, the administrative costs of investigation and enforcement, or other factors set forth in the Rider; and/or
- (iii) considering Borrower's failure to achieve the Participation Goal or other violation of this Rider as a factor in any future decision by HPD to permit Borrower (and Borrower's principals) to participate in business dealings with HPD.

3. If Borrower has been found to have failed to fulfill its Participation Goal set forth in Article I, Section 2 or the Participation Goal as modified by HPD pursuant to Article I, Section 9 of this Rider and Borrower has failed to demonstrate that Borrower has made reasonable, good faith efforts to achieve the Participation Goal to HPD's satisfaction, HPD may assess liquidated damages in the amount of ten percent (10%) of the difference between the dollar amount of work required to be awarded to MBE and/or WBE firms to meet the Participation Goal and the dollar amount the Borrower actually awarded and paid, and/or credited, to MBE and/or WBE firms. In view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of Borrower's failure to meet the Participation Goal, the foregoing amount is hereby fixed and agreed as the liquidated damages that the City will suffer by reason of such failure, and not as a penalty.

4. Statements made in any instrument submitted to HPD pursuant to this Rider shall be submitted under penalty of perjury and any false or misleading statement or omission shall be grounds for the application of any applicable criminal and/or civil penalties for perjury.

EXHIBIT H

Reserved.

LAND DISPOSITION AGREEMENT

BETWEEN

THE CITY OF NEW YORK

AND

BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC.

AND

BARTLETT CROSSING LLC

Block(s):

2272

2269

Lot(s):

49

52

Borough:

County:

Brooklyn

Kings

RECORD AND RETURN TO:

Department of Housing Preservation
and Development
Office of Legal Affairs
100 Gold Street, Room 5-S2 (DF)
New York, NY 10038

**BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC.
AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being the members of Bartlett Crossing Housing Development Fund Company, Inc., a New York corporation (the "Company") hereby certify as of December 19, 2025, as follows and adopt the following resolutions and authorize the Company to authorize and direct Michael Rochford (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 663-667 Flushing Avenue and 29-31 Bartlett Street, Brooklyn, NY 11206; Tax Map ID Nos. 2272-49 and 2269-52; BCP Site No. C224333 (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, file related documents with the New York State Department of Environmental Conservation ("DEC") pursuant to the BCP, including, but not limited to a Brownfield Cleanup Agreement ("BCA"), an environmental easement and notice of certificate of completion; and undertake environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA and/or subsequent amendments, and make any filings required to comply with the BCA, including recording environmental easements, consistent with the Remedial Program Requirements; and be it further;

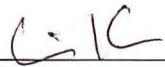
RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, the Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Michael Rochford	

IN WITNESS WHEREOF, the undersigned have signed and sealed this
Authorization on December 19, 2025.

RISEBORO COMMUNITY PARTNERSHIP INC.,
a New York not-for-profit corporation

By: 
Name: Emily Kurtz
Title: Chief Housing & Development Officer

ST. NICKS ALLIANCE CORP.,
a New York not-for-profit corporation

By: 
Name: Michael Rochford
Title: Executive Director

SOUTHSIDE UNITED HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By: _____
Name: Juan Ramos
Title: Executive Director

UNITED JEWISH ORGANIZATIONS OF WILLIAMSBURG, INC.,
a New York not-for-profit corporation

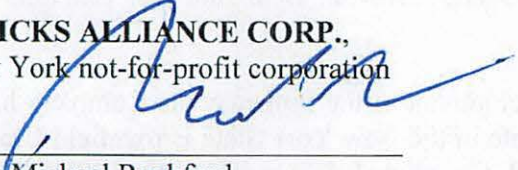
By: _____
Name: David Niederman
Title: President and Executive Director

IN WITNESS WHEREOF, the undersigned have signed and sealed this
Authorization on December 19, 2025.

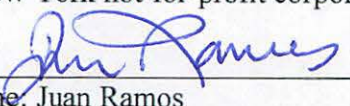
RISEBORO COMMUNITY PARTNERSHIP INC.,
a New York not-for-profit corporation

By: _____
Name: Emily Kurtz
Title: Chief Housing & Development Officer

ST. NICKS ALLIANCE CORP.,
a New York not-for-profit corporation

By:  _____
Name: Michael Rochford
Title: Executive Director

SOUTHSIDE UNITED HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By:  _____
Name: Juan Ramos
Title: Executive Director

UNITED JEWISH ORGANIZATIONS OF WILLIAMSBURG, INC.,
a New York not-for-profit corporation

By: _____
Name: David Niederman
Title: President and Executive Director

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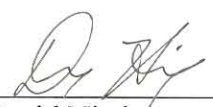
ST. NICKS ALLIANCE CORP.,
a New York not-for-profit corporation

By:  _____
Name: Michael Rochford
Title: Executive Director

SOUTHSIDE UNITED HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By: _____
Name: Juan Ramos
Title: Executive Director

UNITED JEWISH ORGANIZATIONS OF WILLIAMSBURG, INC.,
a New York not-for-profit corporation

By:  _____
Name: David Niederman
Title: President and Executive Director

**BARTLETT CROSSING UNP LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being the members of Bartlett Crossing UNP LLC, a New York limited liability company (the "Company") hereby certify as of December 19, 2025, as follows and adopt the following resolutions and authorize the Company to authorize and direct Michael Rochford (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 663-667 Flushing Avenue and 29-31 Bartlett Street, Brooklyn, NY 11206; Tax Map ID Nos. 2272-49 and 2269-52; BCP Site No. C224333 (the "Property" or the "Site").

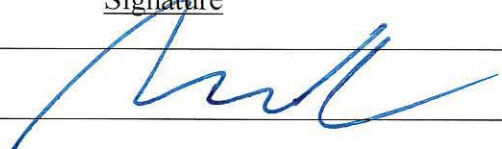
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, file related documents with the New York State Department of Environmental Conservation ("DEC") pursuant to the BCP, including, but not limited to a Brownfield Cleanup Agreement ("BCA"), an environmental easement and notice of certificate of completion; and undertake environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA and/or subsequent amendments, and make any filings required to comply with the BCA, including recording environmental easements, consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, the Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

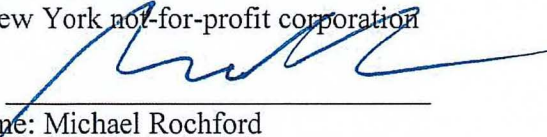
<u>Authorized Signatory</u>	<u>Signature</u>
Michael Rochford	

IN WITNESS WHEREOF, the undersigned has signed and sealed this
Authorization on December 19, 2025.

RISEBORO COMMUNITY PARTNERSHIP INC.,
a New York not-for-profit corporation

By: 
Name: Emily Kurtz
Title: Chief Housing & Development Officer

ST. NICKS ALLIANCE CORP.,
a New York not-for-profit corporation

By: 
Name: Michael Rochford
Title: Executive Director

SOUTHSIDE UNITED HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By: _____
Name: Juan Ramos
Title: Executive Director

UNITED JEWISH ORGANIZATIONS OF WILLIAMSBURG, INC.,
a New York not-for-profit corporation

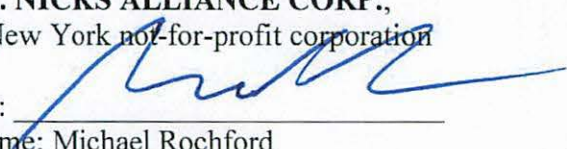
By: _____
Name: David Niederman
Title: President and Executive Director

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Authorization on December 19, 2025.

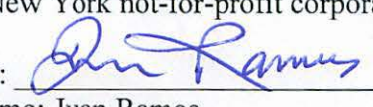
RISEBORO COMMUNITY PARTNERSHIP INC.,
a New York not-for-profit corporation

By: _____
Name: Emily Kurtz
Title: Chief Housing & Development Officer

ST. NICKS ALLIANCE CORP.,
a New York not-for-profit corporation

By:  _____
Name: Michael Rochford
Title: Executive Director

SOUTHSIDE UNITED HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By:  _____
Name: Juan Ramos
Title: Executive Director

UNITED JEWISH ORGANIZATIONS OF WILLIAMSBURG, INC.,
a New York not-for-profit corporation

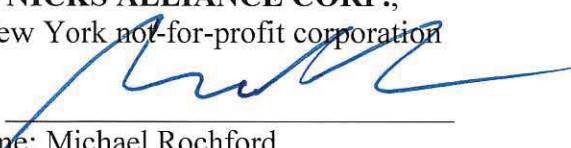
By: _____
Name: David Niederman
Title: President and Executive Director

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Authorization on December 19, 2025.

RISEBORO COMMUNITY PARTNERSHIP INC.,
a New York not-for-profit corporation

By: _____
Name: Emily Kurtz
Title: Chief Housing & Development Officer

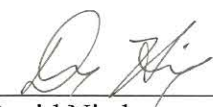
ST. NICKS ALLIANCE CORP.,
a New York not-for-profit corporation

By:  _____
Name: Michael Rochford
Title: Executive Director

SOUTHSIDE UNITED HOUSING DEVELOPMENT FUND CORPORATION,
a New York not-for-profit corporation

By: _____
Name: Juan Ramos
Title: Executive Director

UNITED JEWISH ORGANIZATIONS OF WILLIAMSBURG, INC.,
a New York not-for-profit corporation

By:  _____
Name: David Niederman
Title: President and Executive Director

**BARTLETT CROSSING LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being the sole member of Bartlett Crossing LLC, a New York limited liability company (the "Company") hereby certifies as of December 19, 2025, as follows and adopts the following resolutions and authorizes the Company to authorize and direct Michael Rochford (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 663-667 Flushing Avenue and 29-31 Bartlett Street, Brooklyn, NY 11206; Tax Map ID Nos. 2272-49 and 2269-52; BCP Site No. C224333 (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, file related documents with the New York State Department of Environmental Conservation ("DEC") pursuant to the BCP, including, but not limited to a Brownfield Cleanup Agreement ("BCA"), an environmental easement and notice of certificate of completion; and undertake environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA and/or subsequent amendments, and make any filings required to comply with the BCA, including recording environmental easements, consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, the Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Michael Rochford	

IN WITNESS WHEREOF, the undersigned has signed and sealed this Authorization on December 19, 2025.

BARTLETT CROSSING MANAGERS LLC



Name: Michael Rochford
Title: Executive Director

**BARTLETT CROSSING MANAGERS LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being the sole member of Bartlett Crossing Managers LLC, a New York limited liability company (the "Company") hereby certifies as of December 19, 2025, as follows and adopts the following resolutions and authorizes the Company to authorize and direct Michael Rochford (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 663-667 Flushing Avenue and 29-31 Bartlett Street, Brooklyn, NY 11206; Tax Map ID Nos. 2272-49 and 2269-52; BCP Site No. C224333 (the "Property" or the "Site").

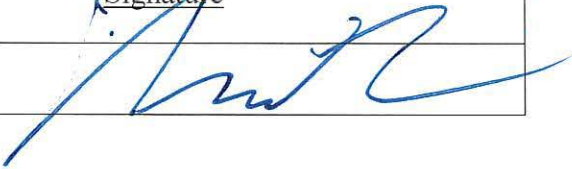
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RESOLVED, the Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Michael Rochford	

IN WITNESS WHEREOF, the undersigned has signed and sealed this
Authorization on December 19, 2025.

BARTLETT CROSSING UNP LLC,
a New York limited liability company, its Managing Member

By: St. Nicks Alliance Corp.,
A New York not-for-profit corporation, its Co-Managing Member

By: 
Name: Michael Rochford
Title: Executive Director

Volunteer Statement
for
Bartlett Crossing Housing Development Fund Company, Inc.

Broadway Triangle Site Ae
C224333

The new Requestor, Bartlett Crossing Housing Development Fund Company, Inc. (the “Requestor”), qualifies as a Volunteer as defined in ECL 27-1405(1)(b) since it is simply developing the Site and has not had any involvement in the disposal or discharge of contaminants at the Site. Requestor, by submitting this application to participate in the New York State Brownfield Cleanup Program (“BCP”), will ensure it is continuing to exercise appropriate care with respect to any contamination at the Site by conducting all Site-related construction activities pursuant to the Brownfield Cleanup Agreement and consistent with NYSDEC oversight and direction.

By maintaining control of the Site and conducting all Site development activities in accordance with the BCP, Requestor will be stopping any continuing discharge; preventing any threatened future release; and, preventing human, environmental or natural resource exposure to any previously released hazardous waste or contamination. The Requestor will continue to exercise appropriate care by implementing the requirements of the BCP and is prepared to undertake all necessary remediation required to address contamination at the Site.

Division of Corporations

Entity Information

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

Entity Details

ENTITY NAME: BARTLETT CROSSING HOUSING DEVELOPMENT FUND COMPANY, INC.

DOS ID: 6624290

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF 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: 10/25/2022

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 10/25/2022

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: NOT REQUIRED

COUNTY: KINGS

NEXT STATEMENT DUE DATE:

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY: CHARITABLE