



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: Ownership of the site was transferred from the New York City Department of Housing Preservation and Development to Maspeth Park Housing Development Fund Corporation on June 27, 2024 and the current BCP requestor Maspeth B2 Owner LLC was named as the beneficial owner pursuant to a Declaration of Interest and Nominee Agreement dated June 27, 2024. This BCA Amendment application is being filed to update site ownership.

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

BCP SITE NAME: Cooper Park Commons Building 2

BCP SITE NUMBER: C224361

NAME OF CURRENT APPLICANT(S): Maspeth B2 Owner LLC

INDEX NUMBER OF AGREEMENT: C224361-11-22

DATE OF ORIGINAL AGREEMENT: 2/14/23

REQUESTOR'S SIGNATORY: David Kramer

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

NAME:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

REQUESTOR CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

REQUESTOR'S CONSULTANT:

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

REQUESTOR'S ATTORNEY:

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

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

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: Maspeth Park Housing Development Fund Corporation CONTACT: Michael Rochford

ADDRESS: 2 Kingsland Avenue, 1st Floor

CITY/TOWN: Brooklyn, NY

ZIP CODE: 11211

PHONE: (718) 388-5454

EMAIL:

OPERATOR: Maspeth B2 Owner LLC (also Beneficial Owner) CONTACT: Jordan Camina

ADDRESS: 826 Broadway, 11th Floor

CITY/TOWN: New York, NY

ZIP CODE: 10003

PHONE: (212) 777-9500

EMAIL: jcamina@hudsoninc.com

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

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

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="radio"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.		<input type="radio"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input type="radio"/>

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)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	
<p>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.</p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

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)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	
<p>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.</p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

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

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? 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.	<input type="radio"/>	<input type="radio"/>
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.	<input type="radio"/>	<input type="radio"/>

	Y	N
<p>6. Is the project and affordable housing project as defined below?</p> <p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>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?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

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

BCP SITE NAME: Cooper Park Commons Building 2

BCP SITE NUMBER: C224361

NAME OF CURRENT APPLICANT(S): Maspeth B2 Owner LLC

INDEX NUMBER OF AGREEMENT: C224361-11-22

DATE OF ORIGINAL AGREEMENT: 2/14/23

Declaration of Amendment:

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

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

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am _____(title) of _____(entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

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

Date: _____ Signature: _____

Print Name: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Maspeth B2 Owner LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/17/25 Signature: _____

Print Name: David Kramer

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<p>PARTICIPANT</p> <p>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.</p>	<p>VOLUNTEER</p> <p>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.</p>
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Effective Date of the Original Agreement: 2/14/23

Signature by the Department:

DATED: 7/8/2025

NEW 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 12233-7020
- 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.

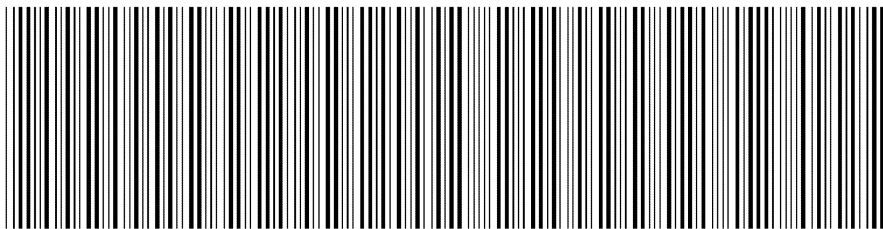
If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 8 and the required information and signature on page 9.

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.

ATTACHMENT 1
DEED TO MASPETH PARK HDFC

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.



2024070100583001004E4CD4

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 37

Document ID: 2024070100583001

Document Date: 06-27-2024

Preparation Date: 07-02-2024

Document Type: DEED

Document Page Count: 36

PRESENTER:

REGAL TITLE AGENCY
AS AGENT FOR FIDELITY NATIONAL TITLE
90 BROAD STREET, 18TH FLOOR
NEW YORK, NY 10004
212-269-5900
ttafuri@regalnyc.com

RETURN TO:

AYSHA RANDAZZO, ESQ.
DEPART OF HOUSING AND PRESERVATION AND
DEVELOP
100 GOLD STREET, ROOM 504
NEW YORK, NY 10038
RT-48160

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2885	1	Entire Lot	89 MASPETH AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND
DEVELOPMENT, 100 GOLD STREET, ROOM 9A-1
NEW YORK, NY 10038

GRANTEE/BUYER:

MASPETH PARK HOUSING DEVELOPMENT FUND
CORPORATION
C/O: ST. NICK'S ALLIANCE,, 2 KINGSLAND AVENUE,
FIRST FLOOR
BROOKLYN, NY 11211

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 217.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

CITY OF NEW YORK

Recorded/Filed 07-09-2024 11:36

City Register File No.(CRFN):

2024000173302



Colette N. Chiu-Jacques

City Register Official Signature

THIS DEED ("Deed"), entered into as of the 27th day of June, 2024, 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 **MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation formed pursuant to the laws of the State of New York, having its principal office at c/o St. Nicks Alliance Corp., 2 Kingsland Avenue, 1st Floor Brooklyn, New York 11211 ("Sponsor"), as Grantee.

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 (collectively, "Disposition Area") tends to impair or arrest the sound growth and development of the municipality; 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") between the City, the Sponsor, and Maspeth B2 Owner LLC, a New York limited liability company ("Beneficial Owner") and that certain Affordable Housing Regulatory Agreement ("Regulatory Agreement") between the City, Beneficial Owner, New York City Housing Development Corporation ("HDC") and Sponsor of even date herewith; and

WHEREAS, HPD has prepared the Project Summary ("Project Summary") annexed to the LDA for the development of the Project; and

WHEREAS, simultaneously with the execution of this Deed and the LDA, Sponsor shall convey its beneficial and equitable interest in the Disposition Area to Beneficial Owner pursuant to a Declaration of Interest and Nominee Agreement ("Nominee Agreement") made by Sponsor and Beneficial Owner on or about the date hereof, which Nominee Agreement must be approved by HPD; and

WHEREAS, HPD issued a request for proposals ("RFP") under its Extremely Low & 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 XV of the Private Housing Finance Law ("PHFL") and that the Sponsor and the Project shall be subject thereby to the requirements of the PHFL and the Program; and

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

WHEREAS, on November 23, 2021, by Resolution No. 1831, 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 the Disposition Area 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 as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on December 15, 2021, 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; and

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 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 ONE DOLLAR (\$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 of the State of New York 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, Hudson Maspeth LLC, a Delaware limited liability company, the investor member of the Beneficial Owner, Hudson SLP LLC, a Delaware limited liability company, the special member of the Beneficial Owner (collectively, the "Investor") 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.

- a. Revesting (Prior to Completion Date). 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 revest 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 revest that portion of the Project pursuant to this Section 2.A shall terminate.

b. Revesting (After Expiration of Regulatory Agreement). After the end of the Restriction Period (as defined in the Regulatory Agreement), if the City has not issued a Certificate of Extension pursuant to Section 2.01(d) of the Regulatory Agreement, then 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 revest 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 Extension pursuant to Section 2.01(d) of the Regulatory Agreement, such certificate shall suspend the City's rights pursuant to this Section 3 upon the terms provided in the certificate.

c. Subordination.

1. Notwithstanding the provisions of Section 2.A.3.b, any revesting of title in the City pursuant to the terms of this subsection 3 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.
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 subsection 3 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.

4. Subordination.

- a. Notwithstanding the provisions of this Section 2.A, any revesting 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 revested 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 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. 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 below:

Maspeth Park Housing Development Fund Corporation
c/o St. Nicks Alliance Corp.
2 Kingsland Avenue, 1st Floor
Brooklyn, New York 11211
Attn: Michael Rochford

With a Copy to

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

Maspeth B2 Owner LLC
c/o The Hudson Companies Inc.
826 Broadway, 11th floor
New York, New York 10003
Attn: David Kramer

With a Copy to

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

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

Hudson Maspeth LLC
Hudson SLP LLC
c/o Hudson Housing Capital LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attn: General Counsel

With a Copy to

Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, Massachusetts 02116
Attn: Dayna M. Hutchins, Esq.

3. 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 11, 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.
12. 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.
13. 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.
14. 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.
15. Compliance With Laws. Sponsor shall comply with all applicable laws, ordinances, orders, rules, and regulations promulgated by any local, state, or federal authority having

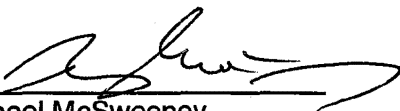
jurisdiction over the subject matter thereof, as the same may be amended from time to time.

16. 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.
17. 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.
18. 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.

[Signature Page Follows on Next Page]

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

THE CITY OF NEW YORK

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

By:



Adolfo Carrión Jr.
Commissioner

Seal of The City of New York

**MASPETH PARK HOUSING DEVELOPMENT
FUND CORPORATION**

By:

Name: Michael Rochford
Title: Secretary/Treasurer


APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL 11/23/2024

By: /s/ Isabel Galis-Menendez
Acting Corporation Counsel

COMMISSIONER ACKNOWLEDGMENT

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

On the 21 day of June in the year 2024 before me, the undersigned, personally appeared **Adolfo Carrión Jr.**, 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 24 day of June in the year 2024 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

RICHARD RESK
Commissioner of Deeds
City of New York No. 4-8963
Certificate Filed in New York County
Commission Expires 1/1/2026

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: _____
Adolfo Carrión Jr.
Commissioner

**MASPETH PARK HOUSING DEVELOPMENT
FUND CORPORATION**

By: _____
Name: Michael Rochford
Title: Secretary/Treasurer

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL 11/23/2024

By: /s/ Isabel Galis-Menendez
Acting Corporation Counsel

SPONSOR ACKNOWLEDGMENT

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

On the 18 day of June in the year 2024 before me, the undersigned, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karina G. Taveras
NOTARY PUBLIC

Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/25

EXHIBIT A

Property Description

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

BEGINNING at a point on the northerly side of Maspeth Avenue, distant 127.59 feet westerly from the corner formed by the intersection of the northerly side of Maspeth Avenue and the westerly side of Debevoise Avenue;

RUNNING THENCE westerly along the said northerly side of Maspeth Avenue, 290.82 feet to a point;

THENCE northerly along a line forming an interior angle of 93 degrees 59 minutes 06 seconds with the last mentioned course, 99.39 feet to a point;

THENCE easterly, at a right angle to the last mentioned course, 15.00 feet to a point;

THENCE northerly, at a right angle to the last mentioned course, 30.00 feet to a point;

THENCE westerly, at a right angle to the last mentioned course, 111.30 feet to a point on the easterly side of Kingsland Avenue;

THENCE northerly along the said easterly side of Kingsland Avenue, 46.85 feet to a point;

THENCE easterly along a line forming an interior angle of 105 degrees 34 minutes 27 seconds with the last mentioned course, 64.20 feet to a point;

THENCE southerly along a line forming an interior angle of 74 degrees 25 minutes 33 seconds with the last mentioned course, 17.65 feet to a point;

THENCE easterly along a line forming an exterior angle of 74 degrees 25 minutes 15 seconds with the last mentioned course, 314.36 feet to a point;

THENCE southerly, at a right angle to the last mentioned course, 177.76 feet to the northerly side of Maspeth Avenue, the point or place of BEGINNING.

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Address(es)</u>
2885	1	89 Maspeth Avenue

County: Kings

EXHIBIT B

Project Summary

(next page)

PROJECT SUMMARY

1. **PROGRAM:** EXTREMELY LOW AND LOW INCOME AFFORDABILITY PROGRAM/SHELTER
2. **PROJECT:** Cooper Park Commons
3. **LOCATION:**
 - a. **BOROUGH:** Brooklyn
 - b. **COMMUNITY DISTRICT:**
 - c. **COUNCIL DISTRICT:** 34
 - d. **DISPOSITION AREA:**

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESSES</u>
2885	1	288 Jackson Avenue
4. **BASIS OF DISPOSITION PRICE:** Nominal. Sponsor will pay one dollar per lot and deliver a 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, Rehabilitation
6. **APPROXIMATE NUMBER OF BUILDINGS:** 3
7. **APPROXIMATE NUMBER OF UNITS:** 447 dwelling units, plus 2 units for superintendents
200 transitional shelter beds
8. **HOUSING TYPE:** Rental
9. **ESTIMATE OF INITIAL RENTS**

For permanent housing units: Rents will be affordable to families earning from 30% - 80% of the area median income ("AMI"). Formerly homeless tenants referred by DHS and other City agencies will pay up to 30% of their income as rent. All units will be subject to rent stabilization.

10. INCOME TARGETS

For permanent housing units: 30% to 80% of AMI

11. PROPOSED FACILITIES:

Approximately 1,707 square feet of commercial space
Approximately 12,406 square feet of community facility space
Approximately 40,742 square feet of public open space
For transitional shelter: Central Dining Room, Community Room, Administrative Offices, Social Service Offices, Security Desk, Job Training Space

12. PROPOSED CODES/ORDINANCES:

None

13. ENVIRONMENTAL STATUS:

Negative Declaration

14. PROPOSED TIME SCHEDULE:

Approximately 36 months from closing to completion of construction of each phase

PROJECT SUMMARY

1. PROGRAM:

SENIOR AFFORDABLE RENTAL APARTMENTS PROGRAM

2. PROJECT:

Cooper Park Commons

3. LOCATION:

a. BOROUGH:

Brooklyn

b. COMMUNITY DISTRICT:

c. COUNCIL DISTRICT:

34

d. DISPOSITION AREA:

BLOCKS

LOTS

ADDRESSES

2885

1

288 Jackson Avenue

4. BASIS OF DISPOSITION PRICE:

Nominal. The sponsor will pay one dollar per tax lot in cash and will 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

10. INCOME TARGETS For permanent housing units: 30% to 80% of AMI
11. PROPOSED FACILITIES: Approximately 1,707 square feet of commercial space
Approximately 12,406 square feet of community facility space
Approximately 40,742 square feet of public open space
For transitional shelter: Central Dining Room, Community Room, Administrative Offices, Social Service Offices, Security Desk, Job Training Space
12. PROPOSED CODES/ORDINANCES: None
13. ENVIRONMENTAL STATUS: Negative Declaration
14. PROPOSED TIME SCHEDULE: Approximately 36 months from closing to completion of construction of each phase

PROJECT SUMMARY

1. PROGRAM: SENIOR AFFORDABLE RENTAL APARTMENTS PROGRAM
2. PROJECT: Cooper Park Commons
3. LOCATION:
- a. BOROUGH: Brooklyn
- b. COMMUNITY DISTRICT: 1
- c. COUNCIL DISTRICT: 34
- d. DISPOSITION AREA:
- | <u>BLOCKS</u> | <u>LOTS</u> | <u>ADDRESSES</u> |
|---------------|-------------|--------------------|
| 2885 | 1 | 288 Jackson Avenue |
4. BASIS OF DISPOSITION PRICE: Nominal. The sponsor will pay one dollar per tax lot in cash and will 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: | Rehabilitation |
| 6. APPROXIMATE NUMBER OF BUILDINGS: | 1 |
| 7. APPROXIMATE NUMBER OF UNITS: | 106 dwelling units, plus 1 unit for a superintendent |
| 8. HOUSING TYPE: | Rental |
| 9. ESTIMATE OF INITIAL RENTS | Formerly homeless tenants referred by OHS and other City agencies will pay up to 30% of their income as rent. Other tenants will pay rents set at up to 30% of 60% of the area median income (AMI) on an annual basis. All units will be subject to rent stabilization. |
| 10. INCOME TARGETS | Up to 60% of AMI |
| 11. PROPOSED FACILITIES: | Community Room, Administrative Offices, Social Service Offices, Security Desk |
| 12. PROPOSED CODES/ORDINANCES: | None |
| 13. ENVIRONMENTAL STATUS: | Negative Declaration |
| 14. PROPOSED TIME SCHEDULE: | Approximately 36 months from closing to completion of construction |

EXHIBIT C

City Council Resolution

(next page)

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 1831**

Resolution approving the application submitted by the Department of Housing Preservation and Development ("HPD") and the decision of the City Planning Commission, ULURP No. C 210483 HAK, approving the designation of an Urban Development Action Area, an Urban Development Action Area Project, and the disposition of property located at 288 Jackson Avenue (Block 2885, Lot 1), Borough of Brooklyn, Community District 1, to a developer selected by HPD (L.U. No. 892; C 210483 HAK).

By Council Members Salamanca and Riley

WHEREAS, the City Planning Commission filed with the Council on October 8, 2021 its decision dated October 6, 2021 (the "Decision") approving the application submitted by the New York City Department of Housing Preservation and Development ("HPD") for an Urban Development Action Area ("UDAA"), and Urban Development Action Area Project ("UDAAP"), and the disposition of property located at 288 Jackson Avenue (Block 2885, Lot 1), (the "Project Area" or "Disposition Area"), pursuant to Article 16 of the General Municipal Law of New York State and Section 197-c of the New York City Charter, which in conjunction with the related actions, would facilitate a mixed-use development comprised of two new residential buildings and of two renovated existing buildings containing 556 units of affordable housing and replacement of the existing 200-bed homeless shelter, community facility, and commercial space in the East Williamsburg neighborhood of Brooklyn, Community District 1 (ULURP No. C 210483 HAK) (the "Application");

WHEREAS, the Application is related to applications C 210480 ZMK (L.U. No. 889), a zoning map amendment to rezone the project area from an R6 zoning district to R7-2 and R7-2/C2-4 zoning districts; C 210481 ZSK (L.U. No. 890), a special permit to establish a Large-Scale General Development (LSGD) pursuant to Zoning Resolution (ZR) Sections 74-74 and 74-743(a)(2); N 210482 ZRK (L.U. No. 891), a zoning text amendment to Appendix F to establish the project area as a Mandatory Inclusionary Housing (MIH) Area; and C 210484 PPK (L.U. No. 893), a disposition approval to change use restriction from a health care facility to a general community facility use;

WHEREAS, the City Planning Commission has certified its unqualified approval of the UDAA and the 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 October 6, 2021 and submitted to the Council on October 6, 2021, 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

Page 2 of 5
C 210483 HAK
Res. No. 1831 (L.U. No. 892)

Decision on October 13, 2021;

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 Negative Declaration issued June 18th, 2021 (CEQR No. 20HPD007K) (the "Negative Declaration").

RESOLVED:

The Council finds that the action described herein will have no significant impact on the environment as set forth in the 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 210483 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 210483 HAK and incorporated by reference herein, 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.

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.

PROJECT SUMMARY

1. **PROGRAM:** EXTREMELY LOW AND LOW INCOME AFFORDABILITY PROGRAM/SHELTER
2. **PROJECT:** Cooper Park Commons
3. **LOCATION:**
 - a. **BOROUGH:** Brooklyn
 - b. **COMMUNITY DISTRICT:** 1
 - c. **COUNCIL DISTRICT:** 34
 - d. **DISPOSITION AREA:**

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESSES</u>
2885	1	288 Jackson Avenue
4. **BASIS OF DISPOSITION PRICE:** Nominal. Sponsor will pay one dollar per lot and deliver a 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, Rehabilitation
6. **APPROXIMATE NUMBER OF BUILDINGS:** 3
7. **APPROXIMATE NUMBER OF UNITS:** 447 dwelling units, plus 2 units for superintendents
200 transitional shelter beds
8. **HOUSING TYPE:** Rental
9. **ESTIMATE OF INITIAL RENTS**

For permanent housing units: Rents will be affordable to families earning from 30% - 80% of the area median income ("AMI"). Formerly homeless tenants referred by DHS and other City agencies will pay up to 30% of their income as rent. All units will be subject to rent stabilization.

Page 5 of 5
C 210483 HAK
Res. No. 1831 (L.U. No. 892)

remaining balance, if any, may be forgiven at the end of the term.

- | | |
|--|---|
| 5. TYPE OF PROJECT: | Rehabilitation |
| 6. APPROXIMATE NUMBER OF BUILDINGS: | 1 |
| 7. APPROXIMATE NUMBER OF UNITS: | 106 dwelling units, plus 1 unit for a superintendent |
| 8. HOUSING TYPE: | Rental |
| 9. ESTIMATE OF INITIAL RENTS | Formerly homeless tenants referred by DHS and other City agencies will pay up to 30% of their income as rent. Other tenants will pay rents set at up to 30% of 60% of the area median income (AMI) on an annual basis. All units will be subject to rent stabilization. |
| 10. INCOME TARGETS | Up to 60% of AMI |
| 11. PROPOSED FACILITIES: | Community Room, Administrative Offices, Social Service Offices, Security Desk |
| 12. PROPOSED CODES/ORDINANCES: | None |
| 13. ENVIRONMENTAL STATUS: | Negative Declaration |
| 14. PROPOSED TIME SCHEDULE: | Approximately 36 months from closing to completion of construction |

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 November 23, 2021 on file in this office.

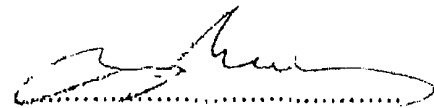

City Clerk, Clerk of The Council

EXHIBIT D

Mayoral Approval Document

(next page)



ADOLFO CARRIÓN JR.
Commissioner

Office of the Commissioner
100 Gold Street
New York, NY 10038

To: Jacqueline Galory Associate Director
Mayor's Office of Contract Services (MOCS)
Public Hearings Unit

From: Nicole Simmons, Assistant Commissioner
HPD Government Affairs *NWS*

Subject: Real Property Acquisitions and Dispositions
Public Hearing Dated May 15, 2024

Pursuant to Section 1802(6)(j) of the New York City Charter, a public hearing was held and closed on the items referenced below. At such hearing, no testimony was given and no amendments were made:

- ✓ 1. Cal No 2 Cooper Park Commons
- 2. Cal No 3 Genesis MNN 1901



**THE MAYOR
CITY OF NEW YORK
MAY 15, 2024
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>Block</u> 2885	<u>Lot</u> 1	(f/k/a p/o Lot 1)
----------------------	-----------------	-------------------

on the Tax Map of the City and as Cooper Park Commons Building 2 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 No. C 210483 HAK, dated October 6, 2021) 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; and

WHEREAS, HPD has designated Maspeth Park Housing Development Fund Corporation ("Sponsor") as a qualified and eligible sponsor; and

WHEREAS, it is anticipated that the Project to be developed by Sponsor will contain approximately one building containing approximately 311 dwelling units, approximately 1,707 square feet of commercial space and approximately 5,655 square feet of community facility space, and will also provide approximately 26,547 square feet of open space; 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 May 15, 2024 (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 May 15, 2024 (Cal. No. 2).

JACQUELINE GALORY
NAME

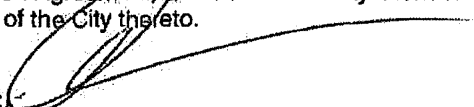
HEARING SECRETARY
TITLE

MAY 15, 2024
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: 6/3, 2024

By: 
Maria Torres-Springer
Deputy Mayor of Housing, Economic
Development and Workforce

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

BOROUGH OF BROOKLYN

No. 2

R - 00996

PUBLIC HEARING in the matter of the disposition of certain real property owned by the City of New York ("City"), as submitted by the Department of Housing Preservation and Development ("HPD"), pursuant to Section 695(2)(b) of the General Municipal Law and Section 1802(6)(j) of the Charter, located in the Borough of Brooklyn and known as:

<u>Address</u>	<u>Block/Lot(s)</u>
87, 89, 91, 95 Maspeth Ave	Block 2885, Lot 1 (f/k/a p/o Lot 1)

on the Tax Map of the City and as Cooper Park Commons Building 2 in HPD's Extremely Low and Low Income Affordability Program ("Disposition Area") to Maspeth Park Housing Development Fund Corporation ("Sponsor").

Under HPD's Extremely Low and Low Income Affordability Program, sponsors purchase City-owned or privately owned land or vacant buildings and construct multifamily buildings in order to create affordable rental housing. Construction and permanent financing is provided through loans from private institutional lenders and from public sources including HPD, the New York City Housing Development Corporation, the State of New York, and the federal government. Additional funding may also be provided from the syndication of low-income housing tax credits. The newly constructed buildings provide rental housing to low-income families with a range of incomes from 30% to 80% of the Area Median Income ("AMI"). Projects may include tiers of units with rents affordable to households earning up to 100% of AMI. Subject to project underwriting, up to 30% of the units may be rented to formerly homeless families and individuals.

Under the proposed project, the City will sell the Disposition Area to the Sponsor for the nominal price of one dollar per tax lot. The Sponsor will also deliver an enforcement note and mortgage for the remainder of the appraised value ("Land Debt"). The Sponsor will then construct one building containing a total of approximately 310 rental dwelling units, plus one unit for a superintendent, approximately 1,701 square feet of commercial space, and approximately 5,655 square feet of community facility space on the Disposition Area. The Sponsor will also provide approximately 26,547 square feet of open space.

The Land Debt or City's capital subsidy may be repayable out of resale or refinancing profits for a period of at least thirty (30) years following completion of construction. The remaining balance, if any, may be forgiven at the end of the term.

Close the Hearing.

EXHIBIT E

PROJECT INFORMATION

Requirement	Information needed	Notes
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
Type of Financial Assistance	Type of Financial Assistance	Examples include loan, grant, discounted land sale, tax exemption. * 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	

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

EXHIBIT F

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 \$15,801,845.00 (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.

DEED

THE CITY OF NEW YORK

TO

MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION

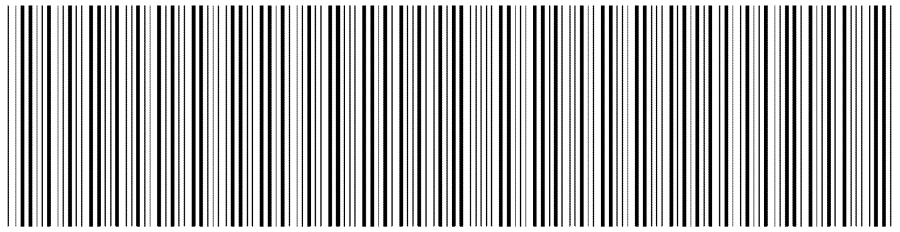
<u>Block(s)</u>	<u>Lot(s)</u>	<u>Address(es)</u>
2885	1	89 Maspeth Avenue

County: Kings

RECORD AND RETURN TO:

Aysha Randazzo, Esq.
Department of Housing Preservation
and Development
Office of Legal Affairs
100 Gold Street, Room 504
New York, New York 10038

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024070100583001004S8255

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024070100583001
Document Type: DEED

Document Date: 06-27-2024

Preparation Date: 07-02-2024

ASSOCIATED TAX FORM ID: 2024061000148

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
1

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

C3. Book C4. Page

OR

C5. CRFN



**STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES**

RP - 5217NYC

1. Property Location	89	MASPETH AVENUE	BROOKLYN	11211
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

2. Buyer Name	MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent
 If other than buyer address (at bottom of form)

LAST NAME / COMPANY		FIRST NAME	
STREET NUMBER AND STREET NAME		CITY OR TOWN	STATE ZIP CODE

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

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

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

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

10. Sale Contract Date 6 / 10 / 2024
Month / Day / Year

11. Date of Sale / Transfer

6	/	27	/	2024
Month		Day		Year

12. Full Sale Price \$ 

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

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

15. Building Class G 7

16. Total Assessed Value (of all parcels in transfer) 216,990.00

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

BROOKLYN 2885 1

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 filling of false instruments.

BUYER**BUYER'S ATTORNEY**

BUYER SIGNATURE		DATE		LAST NAME		FIRST NAME	
C/O: ST. NICK'S ALLIANCE, 2 KINGS LAND AVENUE, FIRST FLOOR							
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
BROOKLYN		NY				SELLER	
CITY OR TOWN		STATE		ZIP CODE		DATE	
				11211			

See attached

2024061000148201

CERTIFICATION

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

BUYER**BUYER'S ATTORNEY**

BUYER SIGNATURE		DATE		LAST NAME		FIRST NAME	
C/O: ST. NICK'S ALLIANCE, 2 KINGSLAND AVENUE, FIRST FLOOR							
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
BROOKLYN							
CITY OR TOWN		STATE		ZIP CODE		DATE	
		NY		11211		6/26/2024	

SELLER

SELLER SIGNATURE

DATE

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.

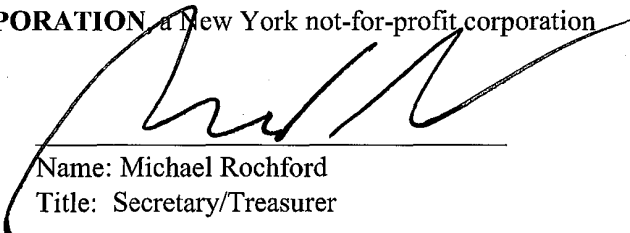
GRANTEE:

**MASPETH PARK HOUSING DEVELOPMENT FUND
CORPORATION**, a New York not-for-profit corporation

**TAX IDENTIFICATION
NUMBER:**

87-3145328

By:


Name: Michael Rochford
Title: Secretary/Treasurer

Sworn to and subscribed to before me on
This 18 day of June, 2024

Karina G. Taveras
Notary Public

Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/25

[Signature Page for the GPH B2 Deed – ACRIS – Grantee – Maspeth Park HDPC]

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

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

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

Street Address Unit/Apt.

BROOKLYN
Borough

New York,

2885
Block

1
Lot

(the "Premises");

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

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

The City of New York
Name of Grantor (Type or Print)

[Signature]
Signature of Grantor

Name of Grantee (Type or Print)

Signature of Grantee

Sworn to before me

this 26th day of June 2024

Sworn to before me

this _____ day of _____ 20 _____

[Signature]
MONA LIZA F. LAO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6128143

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.
Qualified in Kings County
My Commission Expires 06-06-2025

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

MONA LIZA F. LAO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6128143
Qualified in Kings County
My Commission Expires 06-06-2025

2024061000148101

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

State of New York }
County of } SS.:

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89 MASPETH AVENUE

Street Address Unit/Apt.

BROOKLYN

Borough

New York,

2885

Block

1

Lot

(the "Premises");

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

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

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me

this _____ day of _____ 20____

Sworn to before me

this _____ day of _____ 20____

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

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

2024061000148101

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:

**MASPETH PARK HOUSING DEVELOPMENT FUND
CORPORATION**, a New York not-for-profit corporation

**TAX IDENTIFICATION
NUMBER:**

87-3145328

By: _____

Name: Michael Rochford
Title: Secretary/Treasurer

Sworn to and subscribed to before me on
This 18 day of June, 2024

Karina G. Taveras
Notary Public

Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/25

[Signature Page for the GPH B2 Deed – ACRIS – Grantee – Maspeth Park HDPC]



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

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 2885 LOT: 1
- (2) Property Address: 89 MASPETH AVENUE, BROOKLYN, NY 11211
- (3) Owner's Name: MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION
- Additional Name:

Affirmation:



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

Customer Billing Information:

Please Note:

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

Owner's Approval:

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

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

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

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.

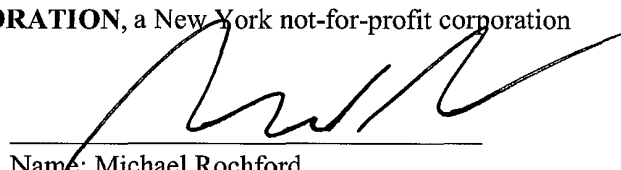
GRANTEE:

**MASPETH PARK HOUSING DEVELOPMENT FUND
CORPORATION**, a New York not-for-profit corporation

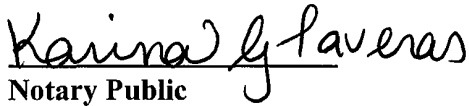
**TAX IDENTIFICATION
NUMBER:**

87-3145328

By:


Name: Michael Rochford
Title: Secretary/Treasurer

Sworn to and subscribed to before me on
This 18 day of June, 2024


Notary Public

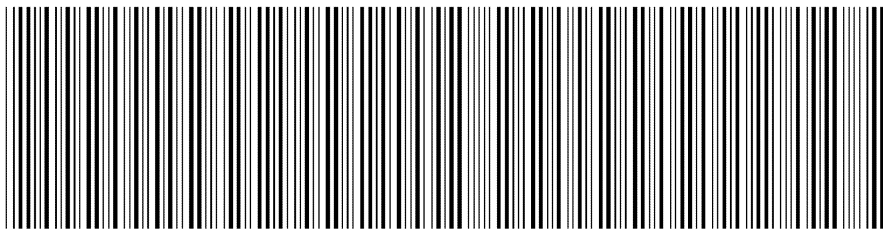
Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/25

[Signature Page for the GPH B2 Deed – ACRIS – Grantee – Maspeth Park HDPC]

ATTACHMENT 2
NOMINEE AGREEMENT
MASPETH B2 OWNER LLC

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.



2024070100583002002EEC93

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 17

Document ID: 2024070100583002

Document Date: 06-27-2024

Preparation Date: 07-02-2024

Document Type: AGREEMENT

Document Page Count: 16

PRESENTER:

REGAL TITLE AGENCY
AS AGENT FOR FIDELITY NATIONAL TITLE
90 BROAD STREET, 18TH FLOOR
NEW YORK, NY 10004
212-269-5900
ttafuri@regalnyc.com

RETURN TO:

HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
ATTN: OLIVER G. CHASE, ESQ.
NEW YORK, NY 10010
RT-48160

Borough	Block	Lot	Unit	Address
BROOKLYN	2885	1	Entire Lot	89 MASPETH AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION
C/O: ST. NICK'S ALLIANCE,, 2 KINGSLAND AVENUE, FIRST FLOOR

PARTY 2:

MASPETH B2 OWNER LLC
826 BROADWAY, 11TH FLOOR
NEW YORK, NY 10003

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 117.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

CITY OF NEW YORK

Recorded/Filed 07-09-2024 11:36

City Register File No.(CRFN):

2024000173303



Colette N. Chiu-Jacques

City Register Official Signature

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

DECLARATION OF INTEREST AND NOMINEE AGREEMENT by and between MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation, with an address at 2 Kingsland Avenue, First Floor, Brooklyn, New York 11211 (the "**HDFC**") and MASPETH B2 OWNER LLC, a New York limited liability company (the "**Company**"), with an office at 826 Broadway, 11th Floor, New York, New York 10003 dated as of June 27, 2024 (the "**Agreement**").

WHEREAS, the HDFC has acquired title to all that certain plot, piece or parcel of real property, situate, lying and being in Kings County, the City and State of New York, located at 89 Maspeth Avenue, Brooklyn, New York 11211 and designated on the Tax Map for the City of New York, Kings County as Block 2885, Lot 1 more particularly described in Exhibit A, attached hereto and made a part hereof (the "**Property**");

WHEREAS, the Company desires to acquire, assemble, construct, develop, own, operate and manage a housing project consisting of approximately 311 residential units made available to low-income households (inclusive of one (1) superintendent's unit), ancillary residential space related thereto, approximately 5,655 square feet of community facility space and ancillary spaces related thereto, and approximately 1,707 square feet of retail space and ancillary spaces related thereto (collectively with the Property, the Condominium (as hereinafter defined) the "**Project**");

WHEREAS, by this Agreement the HDFC, contemporaneously with its acquisition of the Property, transfers all beneficial and equitable interest in, to and with respect to the Project to the Company;

WHEREAS, after the date hereof, the Company and HDFC, as declarants, shall subject the Property to a condominium regime pursuant to Article 9-B of the New York Real Property Law, which shall consist of a four (4) unit condominium known as Kingsland B2 Condominium (the "**Condominium**"), and such Condominium shall be comprised of: (i) one (1) condominium unit containing approximately two hundred and twenty (220) residential apartment units (inclusive of one (1) superintendent's unit) to be rented to low-income households and a community facility space reserved for office space to deliver tenant services and ancillary space thereto, ("**Resi Unit 1**") (ii) one (1) condominium unit containing approximately ninety-one (91) residential apartment units to be rented to low-income households with ancillary space thereto, ("**Resi Unit 2**", together with Resi Unit 1, the "**Resi Units**"); (iii) one (1) condominium unit containing approximately 5,655 square feet of community facility space together with ancillary space, ("**CF Unit**") and (iv) one (1) condominium unit containing approximately 1,707 square feet of retail space, together with ancillary space thereto, ("**Retail Unit**");

WHEREAS, from the date hereof until the formation and subsequent the formation of the Condominium, the Company and the HDFC desire that the HDFC hold legal and record fee title to the Project solely as nominee on behalf of the Company with the Company retaining all of the equitable and beneficial ownership in the fee interest in the Project;

WHEREAS, the HDFC and the Company desire that notwithstanding the transfer of all beneficial interest in, to and with respect to the Project, record title shall remain in the HDFC in accordance with the terms of this Agreement;

WHEREAS, the Company and the HDFC will enter into loans with New York City Housing Development Corporation ("**HDC**") and the City of New York acting by and through its Department of Housing Preservation and Development ("**HPD**"), the Maspeth Manager LLC, and St. Nicks Alliance Corp., a New York not-for-profit corporation ("**SNA**") for the purpose of providing funds to construct, develop and operate the Project (the "**Loans**");

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

WHEREAS, in connection with the anticipated construction and operation of the Project, the Company has received an allocation of low-income housing tax credits from HPD;

WHEREAS, a portion of the Project will be financed with proceeds from the transfer of membership interests in the Company to Hudson Maspeth LLC, a Delaware limited liability company (together with its successors and assigns, the "**Investor Member**") and Hudson SLP LLC, a Delaware limited liability company (together with its successors and assigns, the "**Special Investor Member**") pursuant to the Amended and Restated Operating Agreement of the Company dated on or about the date hereof, as may be amended (the "**Operating Agreement**");

WHEREAS, in connection with the Loans and to ensure the rental of the apartment units to low-income individuals and families, the Company and the HDFC will enter into that certain Affordable Housing Regulatory Agreement with HDC and HPD (collectively the "**HDC/HPD Regulatory Agreement**") and that certain Mandatory Inclusionary Housing Regulatory Agreement with HPD (the "**MIH Regulatory Agreement**");

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

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

1. The HDFC, being the fee owner of the Project, hereby grants as of the date hereof to Company, all beneficial and equitable ownership interests in the Project, retaining unto the HDFC bare legal title to the Project solely as nominee of, on behalf of and for the benefit of the Company.

2. The parties hereto acknowledge and agree that upon the effectiveness of the Condominium, the Company's equitable and beneficial fee interests in the Property and Project shall convert to and vest as equitable and beneficial fee interests in the four condominium units comprising the Condominium and the HDFC shall have the bare legal or record fee title in the four condominium units comprising Condominium.

3. Until such time as the Company shall elect, record title in the Project shall be held by the HDFC, as the nominee, for and on behalf of the Company, it being understood that the beneficial ownership in the Project from the date hereof and at all times in the future, shall be vested in the Company, and its successors and assigns, and the HDFC does not, and shall not have, any personal or beneficial interest of any kind in the Project. The Company shall, at all times, have all the benefits, rights, approval, burdens and immunities accruing with respect to the Project. The HDFC further acknowledges that the Company has furnished all of the consideration for acquiring and developing the Project, including the assumption of obligations for financing the total development of the Project, and all of the rents, issues and profits of the Project, or any portion thereof shall at all times be the property of the Company. The HDFC warrants and represents that it has acquired good and insurable title to the Project subject only to those covenants, easements, restrictions and encumbrances of record, approved by the Company, and set forth in the title insurance policy issued by Regal Title Agency as agent for Fidelity National Title Insurance Company (the "**Title Policy**") to the HDFC and the Company as of the date hereof ("**Permitted Encumbrances**"). The HDFC agrees to warrant and defend title against any and all claims whatsoever, subject only to the Permitted Encumbrances and at the Company's demand, the HDFC agrees to convey its fee title to the Project to the Company or to any other party designated by the Company, at any time, by bargain and sale deed, subject only to the Permitted Encumbrances, the HDC/HPD Regulatory Agreement, the MIH Regulatory Agreement and any other governmental regulatory agreements and land disposition agreements executed in conjunction with the acquisition and financing of the development of the Project (collectively, the "**Regulatory Agreements**").

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

5. The equitable and beneficial interest in the Project shall accrue to the Company in a manner satisfactory to the Company.

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

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

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

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

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

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

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

f. the HDFC shall maintain itself as a single purpose entity and shall not hold title to any property other than the Property; and

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

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

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

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

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

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

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

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

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

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

i. The HDFC shall, at the Company's request and at the Company's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Project, provided that the HDFC be entitled to separate counsel of its choice, whose expenses, costs and reasonable legal fees, including appeals shall be paid by the Company;

j. Upon the written demand of either the Company, HDC, HPD, Investor Member, or for so long as the Letter of Credit is outstanding, the Bank (but with regard to HDC, HPD and the Bank, only when permitted under the Loan Documents and with regard to the Investor Member, only when permitted pursuant to the Operating Agreement), the HDFC shall immediately execute and record in the appropriate land records a bargain and sale deed to the Project to the Company or to any other person or entity designated by the Company and in connection with the execution and recordation of any such bargain and sale deed, the HDFC hereby unconditionally and unequivocally constitutes and appoints the Company to be its lawful and true agent and attorney-in-fact, with full power of substitution to either separately or jointly execute and record any such bargain and sale deed on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such bargain and sale deed was executed and recorded by the HDFC, provided, however, that any consents required pursuant to any Government Financing Document (as such term is defined below) shall have been obtained prior to such

transfer. The HDFC authorizes any third party to rely on the aforesaid power of attorney granted in the previous sentence and hereby waives and releases any claim or claims the HDFC may have against such third party in so relying on such power of attorney;

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

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

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

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

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

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

New York City Housing Development Corporation
120 Broadway, 2nd Floor
New York, New York 10271
Attn: General Counsel

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

Hudson Maspeth LLC
c/o Hudson Housing Capital LLC
630 Fifth Avenue, 28th Floor
New York, New York 10111
Attn: General Counsel

With a copy to:

Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, Massachusetts 02116
Attn: Dayna M. Hutchins, Esq.

The Bank of New York Mellon
240 Greenwich Street, 13th Floor
New York, New York 10286
Attn: Michael Mrozinski
With a copy to:

Emmet, Marvin & Martin, LLP
120 Broadway 32nd Floor
New York, New York 10271
Attention: Alex McQuiston, Esq.

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

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

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

12. (a) The Company shall fully protect, defend, indemnify, and hold the HDFC, SNA and their respective officers, directors, members, affiliates, agents and employees (each an "**Indemnified Party**") harmless from and against any and all actual liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred in disputes, both litigated and non-litigated, with the Company or with third parties arising out of or in any way relating to (a) the HDFC's interest as holder of legal title to the Property as nominee of the Company from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the regulation, financing, development, operation, management, use and/or occupancy of the Project, including but not limited to liabilities, obligations, and costs arising out of any regulatory agreements and loan documents entered into in connection with the Project, and any proceedings in housing court or otherwise related to or initiated by tenants at the Property, (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the documents executed in connection with the regulation, financing, development, operation and management of the Project, as such documents may be amended from time to time (the "**Project Documents**"), (e) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (f) any personal injury (including wrongful

death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (g) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials and (h) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses except to the extent arising from the gross negligence or willful misconduct of the HDPC, except if any of the above arising in any way from the willful misconduct or gross negligence of the HDPC, SNA, or an Indemnified Party (collectively, "Claims"). Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto. The Company shall include the HDPC and SNA as additional insureds on any insurance policies for the Project.

(b) The foregoing indemnification shall include, but shall not be limited to Company's primary obligation to defend all Claims on its behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to the Property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Company to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the financing of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

(c) In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section, the Company, upon written notice from such Indemnified Party, shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Company and shall assume the payment of all expenses related thereto.

(d) This Section 12 shall survive termination of this Agreement.

13. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may not be assigned, amended or revoked except by written instrument duly executed by each of the parties hereto and with the prior consent of the Investor Member.

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

15. No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties and the lenders under any Loan Documents. Any assignment without such express written consent shall be void.

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

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

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

19. The Company and the HDFC hereby irrevocably submit to the non-exclusive jurisdiction of any New York State or Federal court sitting in the City of New York over any suit, action or proceeding arising out of or relating to this Agreement and/or the Loan Documents, and the Company and the HDFC hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all of service of process in any such suit, action or proceeding in any New York State or Federal court sitting in the City of New York may be made by certified or registered mail, return receipt requested, directed to the Company and the HDFC at the address indicated in the captioned agreement, and service so made shall become complete five (5) days after the same shall have been so mailed.

20. Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document (as such term is defined herein), the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the Company, provided that the Company and/or the Investor Member is not diligently acting to cure such default. For purposes of this provision, "**Government Financing Document**" shall mean all city, state or federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments.

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

[Signature Page to Follow]

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

MASPETH B2 OWNER LLC, a New York
limited liability company

By: Maspeth Manager LLC, its managing member

By: Hudson GPH 2 LLC, its manager

By: _____
Name: David Kramer
Title: Manager

**MASPETH PARK HOUSING DEVELOPMENT
FUND CORPORATION**, a New York not-for-profit
corporation

By:  _____
Name: Michael Rochford
Title: Secretary/Treasurer

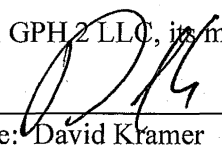
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

MASPETH B2 OWNER LLC, a New York
limited liability company

By: Maspeth Manager LLC, its managing member

By: Hudson GPH 2 LLC, its manager

By:


Name: David Kramer

Title: Manager

**MASPETH PARK HOUSING DEVELOPMENT
FUND CORPORATION**, a New York not-for-profit
corporation

By:

Name: Michael Rochford

Title: Secretary/Treasurer

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

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary public in and for said State, personally appeared David Kramer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

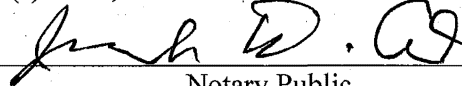
On the 18 day of June in the year 2024 before me, the undersigned, a Notary public in and for said State, personally appeared Michael Rochford, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Karina G. Taveras
Notary Public

Karina G. Taveras
Notary Public - State of New York
NO. 01G06354249
Qualified in Kings County
My Commission Expires 2/6/25

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

On the 17th day of June in the year 2024 before me, the undersigned, a Notary public in and for said State, personally appeared David Kramer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

JOSEPH D. LOVE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 0LO6088118 Qualified in Queens County My Commission Expires <u>3/3/22</u>
--

State of NEW YORK)
)ss:
County of KINGS

On the _____ day of _____ in the year 2024 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/this executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

LEGAL DESCRIPTION

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

BEGINNING at a point on the northerly side of Maspeth Avenue, distant 127.59 feet westerly from the corner formed by the intersection of the northerly side of Maspeth Avenue and the westerly side of Debevoise Avenue;

RUNNING THENCE westerly along the said northerly side of Maspeth Avenue, 290.82 feet to a point;

THENCE northerly along a line forming an interior angle of 93 degrees 59 minutes 06 seconds with the last mentioned course, 99.39 feet to a point;

THENCE easterly, at a right angle to the last mentioned course, 15.00 feet to a point;

THENCE northerly, at a right angle to the last mentioned course, 30.00 feet to a point;

THENCE westerly, at a right angle to the last mentioned course, 111.30 feet to a point on the easterly side of Kingsland Avenue;

THENCE northerly along the said easterly side of Kingsland Avenue, 46.85 feet to a point;

THENCE easterly along a line forming an interior angle of 105 degrees 34 minutes 27 seconds with the last mentioned course, 64.20 feet to a point;

THENCE southerly along a line forming an interior angle of 74 degrees 25 minutes 33 seconds with the last mentioned course, 17.65 feet to a point;

THENCE easterly along a line forming an exterior angle of 74 degrees 25 minutes 15 seconds with the last mentioned course, 314.36 feet to a point;

THENCE southerly, at a right angle to the last mentioned course, 177.76 feet to the northerly side of Maspeth Avenue, the point or place of BEGINNING.

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

MASPETH PARK HOUSING DEVELOPMENT FUND CORPORATION

AND

MASPETH B2 OWNER LLC

Block 2885, Lot 1

89 Maspeth Avenue
Brooklyn, New York 11211

Record and Return to:

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

ATTACHMENT 3
CHANGE OF USE FORM



**Department of
Environmental
Conservation**

60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

SUBMITTAL INSTRUCTIONS:

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to DERSiteControl@dec.ny.gov. Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # _____".

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:

Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information

Site Name: Cooper Park Commons Building 2

DEC Site # 224361

Site Address: 89 Maspeth Avenue, Brooklyn, NY 11211

Section II: Contact Information Person Submitting Notification

Name: Adam Stolorow

Address 1: 560 Lexington Ave, 15th Floor

Address 2: New York, NY 10022

Phone: (646) 378-7256

E-mail: astolorow@sprlaw.com

Section III: Type of Change and Date

- ☒ Change of Ownership
- ☐ Change of Remedial Parties
- ☐ Transfer of Certificate of Completion
- ☐ Other (e.g., any physical alteration or other change of use)
- Proposed Date of Change (mm/dd/yyyy) 06/27/2024

Section IV: Description of Proposed Change (Required)

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

Ownership of the site was transferred from the New York City Department of Housing Preservation and Development to Maspeth Park Housing Development Fund Corporation.

Section V: Certification Statement

Where the change results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative: see § 375-1.11(d)(4)(i):

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

Name: 
(Signature)

6/17/25
(Date)

David Kramer
(Print Name)

Address1: 826 Broadway, 11th Floor

Address2: New York, NY 10003

Phone: (212) 777-9500 Email: jcamina@hudsoninc.com

Section VI: Contact Information for New Owner, Remedial Party, or CoC Holder

If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environment Easement, Deed Restriction, or Site Management Plan subject to periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Maspeth Park Housing Development Fund Corporation

Address:1 2 Kingsland Avenue, 1st Floor

Address2: Brooklyn, NY 11211

Phone: (718) 388-5454 Email: _____

Cert. Party Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at Initial Notice And Transfer Of Certificate Of Completion - NYSDEC. This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

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

1. The name and contact information for the new owner(s) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form Initial Notice And Transfer Of Certificate Of Completion - NYSDEC.

Name: _____

(Signature)

6/17/25

(Date)

David Kramer

(Print Name)

Address1: 826 Broadway, 11th Floor

Address2: New York, NY 10003

Phone: (212) 777-9500 Email: jcamina@hudsoninc.com

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____



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

Please submit via Site Control Dropbox [Request an Invitation](#)

In the "Title" field, please include the following: "Change of Use – Site Name, Site #

OR, if file size permits, by email to DERSiteControl@dec.ny.gov

Section I

Description

Site Name

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

DEC Site ID No.

DEC site identification number.

Section II

Contact Information of Person Submitting Notification

Name

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

Address1

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

Address2

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

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

Section III

Type of Change and Date

Check Boxes

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

Proposed Date of
Change

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

Section IV

Description

Description

For each change checked in Section III, describe the proposed change. Provide all applicable maps, drawings, and/or parcel information.

If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.
Please attach additional sheets, if needed.

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

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

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

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

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

Certifying Party Name	Name of Certifying
Address	Certifying Party's street address or P.O. Box
Address	Certifying Party's city, state and zip
Phone	Certifying Party's Phone
E-Mail	Certifying Party's E-mail

Section VII Agreement to Notify DEC After Property Transfer/Sale

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

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

Name	Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.
Address1	Current owner's street address.
Address2	Current owner's city, state and zip

code.

ATTACHMENT 4
UPDATED SITE ACCESS AGREEMENT

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 17th day of June 2025, by and between Maspeth Park Housing Development Fund Corporation ("**Grantor**"), and Maspeth B2 Owner LLC ("**Grantee**").

WHEREAS, Grantor owns the real property located at 89 Maspeth Avenue, Brooklyn, New York (Block 2885, Lot 1 on the tax map of the City of New York), together with the building and improvements thereon ("**Grantor's Property**"); and

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

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

WHEREAS, Grantor desires to grant Grantee such access.

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

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

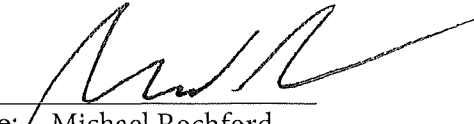
2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor,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

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

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


GRANTOR:

MASPETH PARK HOUSING
DEVELOPMENT FUND CORPORATION

By: 
Name: Michael Rochford
Title: Director

GRANTEE:

MASPETH B2 OWNER LLC

By: 
Name: David Kramer
Title: Authorized Signatory