



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

### **SUBMITTAL INSTRUCTIONS:**

1. Compile the application package in the following manner:
  - a. one file in non-fillable PDF of the application form plus supplemental information, excluding any previous environmental reports and work plans, if applicable
  - b. if the application requires submittal of previous environmental reports to support the addition of new property, an affordable housing agreement to support the determination for tangible property credits in New York City, or other large files, please include each as a separate PDF.
2. Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via email or ground mail, as described below.

**Please select only ONE submittal method – do NOT submit both email and ground mail.**

a. VIA EMAIL:

- Upload the compressed folder to the NYSDEC File Transfer Service (<http://fts.dec.state.ny.us/fts>) or another file-sharing service.
- Copy the download link into the body of an email with any other pertinent information or cover letter attached to the email.
- Subject line of the email: “*Amendment Application NEW - \*Site Name\* - \*Site Code\**”
- Email your submission to [DESiteControl@dec.ny.gov](mailto:DESiteControl@dec.ny.gov) – do NOT copy Site Control staff.

b. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:  
Chief, Site Control Section  
Division of Environmental Remediation  
625 Broadway, 11<sup>th</sup> Floor  
Albany, NY 12233-7020

<b>SITE NAME:</b>	114 Snediker Avenue
<b>SITE CODE:</b>	C224385



Department of  
Environmental  
Conservation

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input checked="" type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input checked="" type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input type="radio"/> No <input checked="" type="radio"/> Submitted on: <u>June 12, 2023</u></p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment: Volunteer Glenmore Owner LLC assigned its rights to purchase the site to HELP Glenmore WAC Housing Development Fund Corporation, a New York not-for-profit corporation, which consummated the purchase of the real property to become the fee owner on or about July 26, 2023. Glenmore Owner LLC will remain as the beneficial owner, and the Remedial Party will remain unchanged. HELP Glenmore WAC Housing Development Fund Corporation, as the fee owner, seeks to be added as a Volunteer.

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

BCP SITE NAME: 114 Snediker Avenue	BCP SITE CODE: C224385
NAME OF CURRENT APPLICANT(S): Glenmore Owner LLC	
INDEX NUMBER OF AGREEMENT: C224385-05-23	DATE OF ORIGINAL AGREEMENT: 05/27/2023

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

NAME: HELP Glenmore WAC Housing Development Fund Corporation			
ADDRESS: c/o H.E.L.P. USA, Inc., 115 East 13th St.			
CITY/TOWN: New York, NY		ZIP CODE: 10003	
PHONE: 212-400-7030	EMAIL: thameline@helpusa.org		
REQUESTOR CONTACT: Thomas Hameline			
ADDRESS: c/o H.E.L.P. USA, Inc., 115 East 13th St.			
CITY/TOWN: New York, NY		ZIP CODE: 10003	
PHONE: 212-400-7030	EMAIL: thameline@helpusa.org		
REQUESTOR'S CONSULTANT: N/A		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY: N/A		CONTACT:	
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		
		<b>Y</b>	<b>N</b>
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?		<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?		<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?		<b>N/A</b> <input checked="" type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Volunteer Glenmore Owner LLC assigned its rights to purchase the site to HELP Glenmore WAC Housing Development Fund Corporation, a New York not-for-profit corporation, which consummated the purchase of the real property to become the fee owner on July 26, 2023. Glenmore Owner LLC will remain as the beneficial owner, and the Remedial Party will remain unchanged.			

**SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION***Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: HELP Glenmore WAC Housing Development Fund Corporation			CONTACT: Thomas Hameline	
ADDRESS: c/o H.E.L.P. USA, Inc., 115 East 13th St.				
CITY/TOWN: New York, NY			ZIP CODE: 10003	
PHONE: (212) 400-7030		EMAIL: thameline@helpusa.org		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

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

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

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



SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>	
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input checked="" type="radio"/>	
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>	
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="checkbox"/> <b>PARTICIPANT</b>  A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b>  A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum.  NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.  <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input checked="" 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 checked="" type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES**

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

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

ADDRESS:

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

☐

**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?  <b>From ECL 27-1405(31):</b>  "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. Is the project and affordable housing project as defined below?  <b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b>  (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.	<input type="radio"/>	<input type="radio"/>

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p><b>From ECL 75-0111 as of April 9, 2022:</b></p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

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

BCP SITE NAME: 114 Snediker Avenue

BCP SITE CODE: C224385

NAME OF CURRENT APPLICANT(S): Glenmore Owner LLC

INDEX NUMBER OF AGREEMENT: C224385-05-23

DATE OF ORIGINAL AGREEMENT 05/27/2023

**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 President \_\_\_\_\_ (title) of HELP Glenmore WAC Housing Development Fund Corporation (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

The undersigned's \_\_\_\_\_ 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: Thomas Hameline

**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 Managing Member (title) of Glenmore 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. The undersigned's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 14 July 2023 Signature: \_\_\_\_\_Print Name: Rick Gropper**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

**PARTICIPANT**

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

**VOLUNTEER**

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

Effective Date of the Original Agreement: 05/27/2023

Signature by the Department:

DATED: \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

\_\_\_\_\_  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

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

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

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

### COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested.

### SECTION I: CURRENT AGREEMENT INFORMATION

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

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

### SECTION II: NEW REQUESTOR INFORMATION

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

#### Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information.) The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database.

#### Requestor, Consultant and Attorney Contact Information

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

*Requestor's Representative:* This is the person to whom all correspondence, notices, etc., will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

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

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

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

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



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

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

Provide the relationship of the owner to the site by selecting one of the check-box options.

#### Owner Name, Address, etc.

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

#### Operator Name, Address, etc.

Provide information for the new operator, if applicable.

*NOTE: Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this form was not previously submitted, it must be included with this application. See <http://www.dec.ny.gov/chemical/76250.html> for additional information.*

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

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

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

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

Provide a response to each question listed. If any question is answered in the affirmative, provide an attachment with detailed relevant information. It is permissible to reference specific sections of existing property reports; however, such information must be summarized in an attachment. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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

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

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

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

## SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

### Property Information on Existing Agreement

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

### Addition of Property

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

### Reduction of Property

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

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

Provide the new address and tax parcel information.

### Total Revised Site Acreage

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

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

### *Required Attachments for Section V:*

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

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

*Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits.*

Provide responses to each question. If any question is answered in the affirmative, provide required documentation as applicable.

*Required Attachments for NYC Site Supplement:*

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

**PART II: BROWNFIELD CLEANUP PROGRAM AMENDMENT**

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

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

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

## PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

This application seeks to amend the Brownfield Cleanup Agreement, in part, to reflect a transfer of title to all or part of the brownfield site. A copy of the executed deed is included herein, and a recorded copy will be provided upon confirmation of recordation.

**REQUIRED ATTACHMENTS FOR SECTION II:  
NEW REQUESTOR INFORMATION**

- A. NYS DOS PRINTOUT**
- B. AUTHORITY TO BIND**

# Department of State

## Division of Corporations

### Entity Information

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

#### Entity Details



<b>ENTITY NAME:</b> HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION	<b>DOS ID:</b> 6865877
<b>FOREIGN LEGAL NAME:</b>	<b>FICTITIOUS NAME:</b>
<b>ENTITY TYPE:</b> DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)	<b>DURATION DATE/LATEST DATE OF DISSOLUTION:</b>
<b>SECTION OF LAW:</b> NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI) - 402 NOT-FOR-PROFIT CORPORATION LAW AND 573 PRIVATE HOUSING FINANCE LAW - PRIVATE HOUSING FINANCE LAW	<b>ENTITY STATUS:</b> ACTIVE
<b>DATE OF INITIAL DOS FILING:</b> 06/01/2023	<b>REASON FOR STATUS:</b>
<b>EFFECTIVE DATE INITIAL FILING:</b> 06/01/2023	<b>INACTIVE DATE:</b>
<b>FOREIGN FORMATION DATE:</b>	<b>STATEMENT STATUS:</b> NOT REQUIRED
<b>COUNTY:</b> NEW YORK	<b>NEXT STATEMENT DUE DATE:</b>
<b>JURISDICTION:</b> NEW YORK, UNITED STATES	<b>NFP CATEGORY:</b> CHARITABLE

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

Service of Process on the Secretary of State as Agent

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

**Name:** THE CORPORATION

**Address:** C/O H.E.L.P. USA, INC., ATTN: CHIEF HOUSING OFFICER, 115 EAST 13TH STREET, NEW YORK, NY, UNITED STATES, 10003

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

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

**Address:** NY

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

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

Stock Information

Share Value	Number Of Shares	Value Per Share



**HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION  
SECRETARY CERTIFICATE**

The undersigned, being the secretary of HELP Glenmore WAC Housing Development Fund Corporation, a New York not-for-profit corporation (the "**Corporation**"), of which H.E.L.P. USA, Inc., a New York not-for-profit corporation, is the sole member, hereby certifies in accordance with the Certificate of Incorporation of the Corporation, as amended to date:

1. The following persons have been duly elected, have duly qualified and are as of the date hereof incumbent officers of the Corporation, holding the respective offices set forth opposite their names, and each are authorized signatories:

<b>Name</b>	<b>Title</b>
Thomas Hameline	President
John C. Emmert, Jr.	Vice President/Treasurer
Ronnie Silverman	Secretary

2. That the Corporation has been approved to enter into a Brownfield Cleanup Agreement (BCA) with the State of New York by the New York State Department of Environmental Conservation with respect to Brownfield Cleanup Program Site No. C224385 with an address and site name of 114 Snediker Avenue, Brooklyn, NY.

3. That all actions heretofore taken by the Corporation and/or Thomas Hameline, in his capacity as President of the Corporation (the "President"), and who will serve as the primary authorized signatory for purposes of any document execution required pursuant to the BCP and as required by the BCA, is in furtherance of any of the foregoing are hereby ratified and confirmed in all respects.

4. The Federal Taxpayer Identification Number of the Corporation is 93-2010026.

5. The consent of the member is not required.

6. Electronic signatures hereon shall be effective for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the secretary of the Corporation has signed this Certificate on the 17th day of July 2023.

**HELP GLENORE WAC HOUSING DEVELOPMENT FUND CORPORATION**

By: 

Name: Ronnie Silverman

Title: Secretary

**EXHIBIT A**  
**CERTIFICATE OF INCORPORATION OF THE CORPORATION**

[see attached]

**NEW YORK STATE DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE  
FILING RECEIPT**

**ENTITY NAME :** HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION  
**DOCUMENT TYPE :** CERTIFICATE OF INCORPORATION  
**ENTITY TYPE :** DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)

**DOS ID :** 6865877  
**FILE DATE :** 06/01/2023  
**FILE NUMBER :** 230602002460  
**TRANSACTION NUMBER :** 202306010003369-2048638  
**EXISTENCE DATE :** 06/01/2023  
**DURATION/DISSOLUTION :** PERPETUAL  
**COUNTY :** NEW YORK



**SERVICE OF PROCESS ADDRESS :** THE CORPORATION  
ATTN: CHIEF HOUSING OFFICER, 115 EAST 13TH STREET  
NEW YORK, NY, 10003, USA

**ELECTRONIC SERVICE OF PROCESS  
EMAIL ADDRESS :**

N/A

**FILER :** GOLDSTEIN HALL PLLC  
80 BROAD STREET, SUITE 303,  
NEW YORK, NY, 10004, USA  
**SERVICE COMPANY :** UNITED CORPORATE SERVICES, INC.  
**SERVICE COMPANY ACCOUNT :** 37

*You may verify this document online at :* <http://ecorp.dos.ny.gov>  
**AUTHENTICATION NUMBER :** 100003630646

<b>TOTAL FEES:</b>	<b>\$110.00</b>	<b>TOTAL PAYMENTS RECEIVED:</b>	<b>\$110.00</b>
<b>FILING FEE:</b>	<b>\$75.00</b>	<b>CASH:</b>	<b>\$0.00</b>
<b>CERTIFICATE OF STATUS:</b>	<b>\$0.00</b>	<b>CHECK/MONEY ORDER:</b>	<b>\$0.00</b>
<b>CERTIFIED COPY:</b>	<b>\$10.00</b>	<b>CREDIT CARD:</b>	<b>\$0.00</b>
<b>COPY REQUEST:</b>	<b>\$0.00</b>	<b>DRAWDOWN ACCOUNT:</b>	<b>\$110.00</b>
<b>EXPEDITED HANDLING:</b>	<b>\$25.00</b>	<b>REFUND DUE:</b>	<b>\$0.00</b>

**STATE OF NEW YORK  
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION, File Number 230602002460 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the  
Department of State, at the City of Albany,  
on June 02, 2023.



*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State

**CERTIFICATE OF INCORPORATION**  
**OF**  
**HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION**  
**PURSUANT TO ARTICLE XI OF THE PRIVATE HOUSING FINANCE LAW AND**  
**SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW**  
**OF THE STATE OF NEW YORK**

THE UNDERSIGNED, for the purpose of forming a housing development fund corporation pursuant to Article XI of the Private Housing Finance Law and Article 4 of the Not-For-Profit Corporation Law, hereby certifies:

1. Name. The name of the corporation is HELP Glenmore WAC Housing Development Fund Corporation ("Corporation").
2. Definitions. As used herein, the following terms shall have the meanings set forth below:
  - a. "AMI" shall mean, at the option of the Supervising Agency, either (i) the area median income for the primary metropolitan statistical area as determined by HUD from time to time for a family of four, as adjusted for family size, or (ii) two hundred percent of the income limit established from time to time by HUD pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for very low income families (those at or below fifty percent of area median income) receiving housing assistance payments in New York City, as adjusted for household size. If HUD ceases to establish either such figure, the Supervising Agency shall establish an alternative method of determining AMI.
  - b. "Annual Income" shall mean the anticipated total income from all sources to be received by the household head and spouse and by each additional member of the household, including all net income derived from assets, for the twelve month period following the date of initial determination of income. The definitions and descriptions of income set forth in HUD regulations contained in 24 CFR 5.609 or any successor regulations shall apply for the purpose of determining Annual Income.
  - c. "Certificate" shall mean this Certificate of Incorporation.
  - d. "Corporation" shall mean HELP Glenmore WAC Housing Development Fund Corporation.
  - e. "HUD" shall mean the United States Department of Housing and Urban Development or its successors.
  - f. "NPCL" shall mean the Not-For-Profit Corporation Law.
  - g. "Person Of Low Income" shall mean a household which, on the date of its initial

occupancy, has an Annual Income that does not exceed the lesser of 165% of AMI or such lower income as may be required at any time pursuant to an agreement with the Supervising Agency or with any other governmental agency or instrumentality.

- h. "PHFL" shall mean the Private Housing Finance Law.
- i. "Supervising Agency" shall mean the Department of Housing Preservation and Development of the City of New York or its successor.

3. Duration. The duration of the Corporation shall be perpetual.

4. Type And Purpose. The Corporation is a corporation as defined in NPCL §102(a)(5). The Corporation is a charitable not-for-profit corporation organized pursuant to NPCL §201 and PHFL §573 exclusively for the purpose of developing and operating a housing project for Persons Of Low Income. The Corporation is organized exclusively for such charitable purpose in accordance with §501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"), in order to: provide relief for the poor, the distressed, and the underprivileged; lessen the burdens of government; lessen neighborhood tensions; eliminate prejudice and discrimination; and combat community deterioration. The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under IRC §501(c)(3) or corresponding provisions of any subsequent federal tax laws.

5. Powers.

- a. Powers. The Corporation is empowered to do and perform all lawful acts necessary to accomplish the corporate purpose in accordance with this Certificate, the PHFL, and the NPCL, including, but not limited to, (i) purchasing or leasing the real property identified in this Certificate and constructing one or more new multiple dwellings thereon, and (ii) the execution of such instruments and undertakings as may be required by any governmental body providing financial assistance to the Corporation.
- b. Rentals. Except as may be specifically authorized in writing by the Supervising Agency:
  - 1. The Corporation shall not cause or permit any vacant dwelling unit to be rented to, or occupied by, anyone other than a Person Of Low Income.
  - 2. Except as may be otherwise required by law, the Corporation shall not consent to or cause or permit the sublease of any dwelling unit or the assignment of any lease to anyone other than a Person Of Low Income.
  - 3. Notwithstanding any provision of this Section 5.b to the contrary, up to one superintendent's unit in any building may be rented to and occupied by a superintendent for such building who is not a Person Of Low Income.
- c. Consent. The Corporation shall not engage in any act or activity requiring the consent or approval of any governmental entity or official without such consent or approval first being obtained.



6. Office. The office of the Corporation is to be located in the County of New York in the City and State of New York.
7. Books And Records. Pursuant to NPCL §621, the books and records of the Corporation shall be kept at an office located at c/o H.E.L.P. USA, Inc., 115 East 13<sup>th</sup> Street, New York, New York 10003.
8. Project. The housing project is to be located on Block 3697 in Lots 1 and 33 (f/k/a 1, 33, 97 and 99) in the Borough of Brooklyn, City and State of New York, said site having the street address of 221 Glenmore Avenue, Brooklyn, New York 11207.
9. Non-Profit. The Corporation is not organized for pecuniary profit or financial gain. All income and earnings of the Corporation shall be used exclusively for corporate purposes, and no part of the net income or net earnings of the Corporation shall inure to the benefit or profit of any private individual, firm, corporation, or association, including, but not limited to, any member, director, trustee, officer, or employee of the Corporation, or any other individual, firm, association, or entity. Nothing herein shall prohibit the Corporation from paying reasonable compensation to salaried employees.
10. Seed Loans. If the Corporation receives a temporary loan or advance from the housing development fund or a municipal housing development fund, as established by or pursuant to Article XI of the PHFL:
  - a. The Corporation shall be authorized to enter into an agreement with the Supervising Agency providing for regulation with respect to rents, profits, dividends, and disposition of the property or franchises; and
  - b. The Supervising Agency shall have the power, if, in its discretion, it determines either that any such temporary loan or advance is in jeopardy of not being repaid, or that the proposed housing project for which such temporary loan or advance was made is in jeopardy of not being constructed, to appoint to the board of directors of the Corporation a number of new directors, which number shall be sufficient to constitute a majority of such board, notwithstanding any other provision of this Certificate or of any other provision of law.
11. Sale of Assets. The Corporation shall not sell, transfer, or assign or contract to sell, transfer, or assign all or substantially all of its assets, or any of its real property, without the prior written approval of the Supervising Agency.
  - a. Proceeds. The Corporation shall either deposit the proceeds of any such sale with the Supervising Agency or shall devote such proceeds to a housing project for Persons Of Low Income in a manner approved in writing by the Supervising Agency.
  - b. Leasing. The Corporation shall not lease or contract to lease any of its real property, other than a lease for a term not exceeding two (2) years of an individual dwelling unit or an individual commercial unit, without the prior written approval of the Supervising Agency.
12. Enforcement. If the Supervising Agency determines, in its discretion, that the

Corporation has violated any of the provisions of this Certificate or has defaulted on any agreement between the Corporation and the Supervising Agency or another governmental entity, the Supervising Agency may appoint to the board of directors of the Corporation a number of new directors, which number shall be sufficient to constitute a majority of such board, notwithstanding any other provision of this Certificate, the by-laws of the Corporation or any agreement entered into by the Corporation.

13. Certain Prohibited Actions. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation, or participate in, or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office, or undertake or carry on any of the activities specified in NPCL §404.
14. Amendment
  - a. This Certificate shall not be altered or amended without (i) the prior written approval of the Supervising Agency, and (ii) the prior written approval of any governmental entity which holds a mortgage or other lien on any assets of the Corporation or to which any indebtedness of the Corporation is then outstanding or a certification by the board of directors of the Corporation that there is no such mortgage, lien, or indebtedness.
  - b. Such consents or certifications shall be attached to the certificate of amendment, or any other document seeking to effectuate the amendment or alteration of this Certificate which the Corporation files with the Department of State.
15. Dissolution
  - a. The Corporation shall not be dissolved or reconstituted without (i) the prior written approval of the Supervising Agency, and (ii) the prior written approval of any governmental entity which holds a mortgage or other lien on any assets of the Corporation or to which any indebtedness of the Corporation is then outstanding or a certification by the board of directors of the Corporation that there is no such mortgage, lien, or indebtedness.
  - b. Such consents or certifications shall be attached to the certificate of dissolution, or any other document seeking to effectuate the dissolution or reconstitution of the Corporation which the Corporation files with the Department of State.
  - c. Upon the dissolution of the Corporation, all property and assets of the Corporation shall be distributed in accordance with a plan of dissolution adopted and authorized as provided in this Section 15 pursuant to an order of the Supreme Court in a proceeding pursuant to NPCL §1008. Any such plan of dissolution shall:
    1. require compliance with the provisions set forth in Section 15.a and Section 15.b;
    2. prohibit receipt of any of the property or assets of the Corporation, other than in payment of a debt or obligation, by (i) any member, director, trustee, officer, or employee of the Corporation, (ii) any organization

created or operated for profit, or (iii) any individual;

3. apply all property and assets to payment of the debts and obligations of the Corporation; and
  4. distribute the balance of the property or assets, if any, to the Supervising Agency or to one or more housing development fund companies organized pursuant to NPCL §201 and PHFL §573, qualifying under IRC §501(c)(3), and engaged in activities substantially similar to those of the Corporation.
16. Notice. A copy of this Certificate and a copy of the filing receipt issued by the Department of State, Division of Corporations, and a statement of the blocks and lots of real property owned and/or controlled by the Corporation, shall be delivered to the General Counsel of the Supervising Agency when such filing receipt is received, or, if no such real property is owned by the Corporation at the time of filing, upon the acquisition of any such real property by the Corporation.
17. Service of Process. The Secretary of State is hereby designated by the Corporation as agent upon whom process against it may be served. The post office address of the Corporation to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is:

HELP Glenmore WAC Housing Development Fund Corporation c/o H.E.L.P. USA, Inc.,  
115 East 13<sup>th</sup> Street, New York, New York 10003, Attn: Chief Housing Officer.

18. Directors.
- a. Number. The number of directors of the Corporation shall be set in the by-laws of the Corporation but shall be not less than three. Each director shall be at least eighteen years of age. The names and residences of the directors of the Corporation until the first annual meeting are:

<u>Name</u>	<u>Address</u>
Anthony Williams	115 East 13 <sup>th</sup> Street, New York, NY 10003
Richard Sirota	115 East 13 <sup>th</sup> Street, New York, NY 10003
Jeffrey Sachs	115 East 13 <sup>th</sup> Street, New York, NY 10003

- b. Capacity. Each of the Incorporators whose signatures appear below is at least eighteen (18) years of age.
19. By-Laws. The board of directors of the Corporation may adopt by-laws of the Corporation at any regular meeting or any special meeting called for that purpose, provided that such by-laws are consistent with the provisions of this Certificate and any agreement between the Corporation and the Supervising Agency or any other governmental entity.

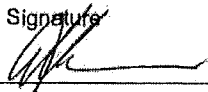
20. Approvals and Consents. Annexed hereto or endorsed hereon are copies of all approvals and consents required by PHFL §573(5) for filing of this Certificate by the Secretary of State.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 10th day of March, 2022.

Print Name and Address

Signature

Anthony Williams  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003



Richard Sirota  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003

---

Jeffrey Sachs  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003

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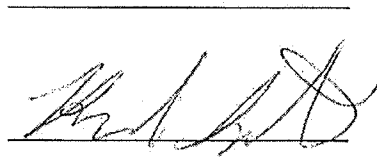
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IN WITNESS WHEREOF, the undersigned have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 10th day of March, 2022.

Print Name and Address

Signature

Anthony Williams  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003



Richard Sirota  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003

Jeffrey Sachs  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003



20. Approvals and Consents. Annexed hereto or endorsed hereon are copies of all approvals and consents required by PHFL §573(5) for filing of this Certificate by the Secretary of State.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 10th day of March, 2022.

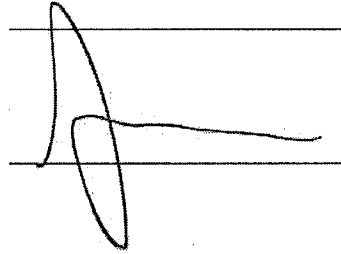
Print Name and Address

Signature

Anthony Williams  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003

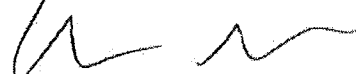
Richard Sirota  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003

Jeffrey Sachs  
c/o H.E.L.P. USA, Inc.  
115 East 13<sup>th</sup> Street  
New York, NY 10003

A handwritten signature in dark ink, appearing to be 'Jeffrey Sachs', is written over two horizontal lines. The signature is stylized with a large, looped initial 'J' and a long, horizontal stroke extending to the right.

State of New York     )  
  ) ss.:  
County of New York)

On the 16<sup>th</sup> day of March in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Christopher Moscicki  
Notary Public, State of New York  
Reg. No. 01MO6415858  
Qualified in Kings County  
Commission Expires April 5, 2025

State of New York     )  
  ) ss.:  
County of New York)

On the \_\_\_\_\_ day of \_\_\_\_ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Sirota, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York     )  
  ) ss.:  
County of New York)

On the \_\_\_\_\_ day of \_\_\_\_ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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



State of New York     )  
  ) ss.:  
County of New York)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York     )  
  ) ss.:  
County of New York)

On the 10<sup>th</sup> day of March in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Sirota, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Christopher Muscick  
Notary Public, State of New York  
Reg. No. 01MO6415858  
Qualified in Kings County  
Commission Expires April 5, 2027

State of New York     )  
  ) ss.:  
County of New York)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York     )  
  ) ss.:  
County of New York)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Anthony Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

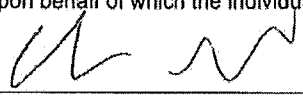
State of New York     )  
  ) ss.:  
County of New York)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Sirota, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York     )  
  ) ss.:  
County of New York)

On the 10<sup>th</sup> day of Nov in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared Jeffrey Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s(he) executed the same in her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Christopher J. Moscicki  
Notary Public, State of New York  
Reg. No. 01MO6415858  
Qualified in Kings County  
Commission Expires April 5, 2025



Department of  
Housing Preservation  
& Development  
nyc.gov/hpd

ADOLFO CARRIÓN JR.  
Commissioner

KIMBERLY DARGA  
Deputy Commissioner

BRENDAN McBRIDE  
Associate Commissioner

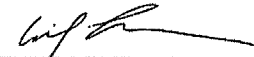
EMILY LEHMAN  
Assistant Commissioner

Office of Development  
Division of Special Needs Housing  
100 Gold Street  
New York, N.Y. 10038

**CONSENT OF THE DEPARTMENT OF HOUSING**

**PRESERVATION AND DEVELOPMENT**

I, Emily Lehman, an Assistant Commissioner of the Department of Housing Preservation and Development of the City of New York, in reliance on the representations of the Incorporators, do this **31st day of May, 2023** hereby approve the ***Certificate of Incorporation of HELP Glenmore WAC Housing Development Fund Corporation*** for the purposes of, and as provided by, Article XI of the Private Housing Finance Law of the State of New York, and pursuant to said Article XI, do hereby certify that I consent to the filing of the ***Certificate of Incorporation*** with the Secretary of State of the State of New York.

  
\_\_\_\_\_  
Emily Lehman



Printed on paper containing 30% post-consumer material.

Filed with the NYS Department of State on 06/01/2023  
Filing Number: 230602002460 DOS ID: 6865877

UNI-37

CERTIFICATE OF INCORPORATION  
OF  
HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION

PURSUANT TO ARTICLE XI OF THE PRIVATE HOUSING FINANCE LAW AND  
SECTION 402 OF THE NOT-FOR-PROFIT LAW  
OF THE STATE OF NEW YORK

GOLDSTEIN HALL PLLC  
80 BROAD STREET, SUITE 303  
NEW YORK, NY 10004

Customer Reference #

**EXHIBIT B**  
**BYLAWS OF THE CORPORATION**

[see attached]

**HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION  
BY-LAWS**

**(NOT-FOR-PROFIT CORPORATION)**

\*\*\*

ARTICLE I

OFFICES

Section 1. The principal office of HELP Glenmore WAC Housing Development Fund Corporation (the “Corporation”) shall be located at c/o H.E.L.P. USA, Inc., 115 East 13<sup>th</sup> Street, New York, New York 10003.

Section 2. The Corporation may also have such offices at such other places within or without the State of New York as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEMBERS

Section 1. The sole member of the Corporation shall be H.E.L.P. USA, Inc. (the “Member”).

Section 2. (A) The Annual Meeting of the Member of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of the Member may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the Member on such date or dates as shall be permitted by law.

(B) Any Annual or Special Meeting of the Member may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event the Member is entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(C) Annual or Special Meetings of the Member may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the Member, when required to do so by law.

(D) Written notice, including notice given personally, by first class mail, email, facsimile, stating the place, day and hour of the meeting shall be given for all meetings not less than ten (10) days nor more than fifty (50) days before the date of the meeting, to the Member at its address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office.

(i) Notwithstanding the foregoing, if sent by facsimile telecommunication or mailed electronically, such notice is given when directed to the member's fax number or electronic mail address as it appears on the record of members, or, to such fax number or other electronic mail address as filed with the secretary of the corporation. Such notice shall not be deemed to have been given electronically (1) if the corporation is unable to deliver two consecutive notices to the member by facsimile telecommunication or electronic mail; or (2) the corporation otherwise becomes aware that notice cannot be delivered to the member by facsimile telecommunication or electronic mail.

(ii) Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting.

(iii) Notices of a Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat.

(iv) Any meeting of the Member may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided.

(v) No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of the Member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such Member. Waiver of notice may be written or electronic. If written, the waiver must be executed by the member or the member's authorized officer, director, employee, or agent by signing such waiver or causing his signature to be affixed to such waiver by any reasonable means, including, but not limited to facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the member. Any notice of

meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation approved by the Board of Directors, together with a concise statement of the changes made.

Section 3. At each Annual Meeting of the Member, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of the Member.

Section 4. (A) Meetings of the Member shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(B) The order of business at all meetings of the Member shall be as follows:

- Roll call
- Reading of the minutes of the preceding meeting
- Report of standing committees
- Officers' reports
- Old business
- New business
- Adjournment

Section 5. The Member may authorize another person to act for it by proxy in all matters in which the Member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the Member or its attorney in fact, and shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

Section 6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.



Section 7. Except to the extent provided by law, all actions shall be by a vote of the Member. Whenever the vote of the Member is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote, in written or electronic form. If written, the consent must be executed by the member or the member's authorized officer, director, employee or agent by signing such consent or causing his signature to be affixed to such waiver by any reasonable means including but not limited to facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the member.

Section 8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining the Member entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine the members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than fifty (50) days nor less than ten (10) days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of the Member entitled to vote at a meeting of the Member shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining the Member for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date is fixed by the Board of Directors for such adjourned meeting.

Section 9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be nontransferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. The Corporation shall be managed by a Board of Directors. Each director shall be at least eighteen (18) years of age. The Board of Directors shall consist of not less than three (3) and no more than eleven (11) directors. Subject to the foregoing, the number of the Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the Member or the Board of Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. "Entire Board of Directors" as used in these By-Laws, is defined as the total number of directors in office at the conclusion of the most recently held election of directors. No decrease in the number of directors shall shorten the term of any director then in office.

Section 2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of the Member, and until their successors have been duly elected and qualify. Thereafter, at each Annual Meeting of the Member, the Member shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

Section 3. (A) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the Member of the Corporation. The Board of Directors may remove any director thereof for cause only.

(B) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

Section 4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

Section 5. (A) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Member. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(B) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President or by a majority of the directors then in office.

(C) Written, oral, or any other method of notice, including email or facsimile, of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. If sent by facsimile telecommunication or mailed electronically, such notice is given when directed to the director's fax number or electronic mail address provided by each Director. Notwithstanding the foregoing, such notice shall not be deemed to have been given electronically (1) if the corporation is unable to deliver two consecutive notices to the Director by facsimile telecommunication or electronic mail; or (2) the corporation otherwise becomes aware that notice cannot be delivered to the Director by facsimile telecommunication or electronic mail. The notice of any meeting need not specify the purpose of such meeting.

(D) The requirement for furnishing notice of such meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him. Waiver of notice may be written or electronic. If written, the waiver must be executed by the director signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including, but not limited to facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the director.

Section 6. (A) Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the Entire Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present as such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum, such quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law, and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time.

(B) Any action authorized by resolution, in writing or electronic, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board. If written, the consent must be executed by the director by signing such consent or causing his or her signature to be affixed to such consent by any reasonable means including, but not limited to, facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the director.

(C) Any one or more members of the board who is not physically present at a meeting of the board may participate by means of a conference telephone or similar communications equipment or by electronic video screen communication. Participation by such means shall constitute presence in person at a meeting as long as all persons participating in the meeting can hear each other at the same time and each director can participate in all matters before the board, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the board or committee.

Section 7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

Section 8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors

may lawfully delegate.

Section 9. The Board, by resolution adopted by a majority of the entire Board, may establish and appoint an executive and other standing committees. The Chairperson of the Board of Directors shall appoint the chairperson of each committee. Each committee so appointed shall consist of three or more directors and, to the extent provided in the resolution establishing it, shall have all the authority of the Board except as to the following matters:

- (a) the filling of vacancies on the Board or on any committee;
- (b) the amendment or repeal of the By-Laws or the adoption of new By-Laws;
- (c) the amendment or repeal of any resolution of the Board which by its terms shall not be so amenable or repealable; and
- (d) the fixing of compensation of the directors for serving on the Board or any committee.

Special Committees may be appointed by the Chairperson of the Board of Directors with the consent of the Board and shall have only the powers specifically delegated to them by the Board.

## ARTICLE IV

### OFFICERS

Section 1. Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary. Beginning on January 1, 2015, an employee of the Corporation shall not be the President or hold any other title with similar responsibilities.

Section 2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualifies. The Board of Directors may remove any officer with or without cause at any time.

Section 3. (A) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(B) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-Presidents shall perform such duties as may be prescribed by the Board of Directors from time to time.

(C) The Treasurer shall have the care and custody of all of the funds and securities of

the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(D) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

## ARTICLE V

### COMMITTEES OF DIRECTORS

Section 1. The Board, by resolutions adopted by the majority of the entire Board, may designate from among its members one or more Committees of the Board. Each Committee of the Board will consist of five or more directors. The Board also may designate one or more directors as alternate members of any Committee of the Board who may replace a committee member at any meeting of such Committee of the Board. Committees of the Board serve at the pleasure of the Board and to the extent provided in the resolution establishing the committee have all the authority of the Board except as otherwise provided by law.

Section 2. (A) Audit Committee. For any year in which the Corporation is required to file an accountant's audit report with the attorney general pursuant to Section 172-b of the NYS Executive Law, the Corporation shall establish an Audit Committee consisting of not less than two Directors to be appointed by the President, subject to the approval of the Board. All members of the Audit Committee, including the Chair, must be Directors and must qualify as Independent Directors, as defined below, and such independence must be documented in the Board minutes. All Directors selected for membership on the Audit Committee must disclose at the time he or she is selected to the Committee and any time thereafter during his or her service on the Committee any circumstances which would disqualify him or her from serving on the Audit Committee. In the event a Director is rendered ineligible during the time of his or her service on the Audit Committee, he or she must resign from the Audit Committee immediately and the President may fill the vacancy with a qualified Independent Director, subject to the approval of the Board and provided the appropriate documentation of such Independent Director's qualifications is included in the minutes of the Board meeting where such vacancy is filled.

- (i) The responsibilities of the Audit Committee shall include:
  - a. Oversight of the accounting and financial reporting processes of the corporation and the audit of the corporation's financial statements;

- b. Annual retention or renewal of an independent auditor to conduct the audit and, upon completion thereof, review the results of the audit and any related management letter with the independent auditor;
- c. Review with the accountant of the scope and planning of the audit with the auditor prior to the commencement of the audit;
- d. Upon completion of the audit, review and discussion with the independent auditor and reporting on such to the Board: (1) the results of the audit and any related management letter; (2) any material risks and weaknesses in internal controls identified by the auditor; (3) any restrictions on the scope of the auditor's activities or access to requested information; (4) any significant disagreements between the auditor and management; and (5) the adequacy of the Corporation's accounting and financial reporting processes;
- e. Annual review of the auditor's independence and performance; and
- f. Oversight of the adoption, implementation of, and compliance with the Conflict of Interest Policy and Whistleblower Policy of the Corporation.

(ii) "Independent director" means a director who:

- a. is not, and has not been within the last three years, an employee of the Corporation or an affiliate of the Corporation, and does not have a relative who is, or has been within the last three years, a key employee of the Corporation or an affiliate of the Corporation;
- b. has not received, and does not have a relative who has received, in any of the last three fiscal years, more than ten thousand dollars in direct compensation from the Corporation or an affiliate of the Corporation (other than reimbursement for expenses reasonably incurred as a director or reasonable compensation for service as a director as permitted by paragraph (a) of section 202 (General and special powers)); and
- c. is not a current employee of or does not have a substantial financial interest in, and does not have a relative who is a current officer of or has a substantial financial interest in, any entity that has made payments to, or received payments from, the Corporation or an affiliate of the Corporation for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of twenty-five thousand dollars or two percent of such entity's consolidated gross revenues.

- d. For purposes of this subparagraph, "payment" does not include charitable contributions.

(iii) Other Definitions:

- a. An "affiliate" of a corporation means any entity controlled by, in control of, or under common control with such corporation.
- b. "Independent auditor" means any certified public accountant performing the audit of the financial statements of a corporation required by subdivision one of section one hundred seventy-two-b of the executive law.
- c. "Relative" of an individual means his or her (i) spouse, ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; or (ii) domestic partner as defined in section twenty-nine hundred ninety-four-a of the public health law.

## ARTICLE VI

### INDEMNIFICATION

Section 1. Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation and/or to any other organization at the request of the Corporation.

## ARTICLE VII

### MISCELLANEOUS

Section 1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

Section 2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

Section 3. The fiscal year of the Corporation shall be fixed by the Board of Directors

from time to time, subject to applicable law.

Section 4. (A) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, upon the approval H.E.L.P. USA, Inc., as sole Member of the Corporation.

(B) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, subject to the approval of H.E.L.P. USA, Inc., as sole Member of the Corporation.



**EXHIBIT C**  
**RESOLUTIONS AND AUTHORIZATIONS OF THE CORPORATION**

[see attached]

**RESOLUTIONS AND AUTHORIZATIONS OF  
HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION**

The undersigned, being the members of the Board of Directors of HELP Glenmore WAC Housing Development Fund Corporation, a New York not-for-profit corporation (the “**Corporation**”), hereby consent to the following actions and adopt the following resolutions and authorizations of the Corporation:

**WHEREAS**, H.E.L.P. USA, Inc., a New York not-for-profit corporation (“**HELP**”), is the sole member of the Corporation; and

**WHEREAS**, Glenmore Owner LLC, a New York limited liability company and an affiliate of Camber Property Group LLC, a New York limited liability company, as the developer (“**Developer**”) and the Corporation, as the nominal owner, will construct a shelter containing 200 beds (the “**Shelter**”) located in a building (the “**Building**”) on certain real property with an address of 114 Snediker Avenue Brooklyn, New York (Block 3697 Lot 1) (the “**Property**”);

**WHEREAS**, the Corporation shall enter into a Declaration of Interest and Nominee Agreement (“**Nominee Agreement**”) with the Developer under which the Developer will obtain beneficial and equitable ownership interest in, to and with respect to the Property pursuant thereto and with the fee ownership interest to the Property remaining in the Corporation in accordance with the terms of the Nominee Agreement;

**WHEREAS**, the Developer, with cooperation of the Corporation, desires to finance the construction of the Project through a loan (the “**Loan**” or the “**Financing**”) administered by Citibank, N.A. as administrative agent (“**Administrative Agent**”) for the benefit of the lenders who become co-lenders (“**Co-Lenders**”);

**WHEREAS**, the Corporation, HELP and the Developer shall enter a development agreement (the “**Development Agreement**”) and a development fee agreement (the “**Development Fee Agreement**”) with each other; and

**WHEREAS**, the Corporation and the Developer shall enter a construction contract with Fifth Avenue Builders, L.L.C. (the “**General Contractor**”); and

**WHEREAS**, the Corporation will sign the New York State Department of Environmental Conservation Brownfield Cleanup Program (BCP) Application to Amend Brownfield Cleanup Agreement and Amendment to be considered a Volunteer as defined in ECL § 27-1405(1) as the fee owner of the Property and to avail the HDfC of the State’s waiver of certain liability that may arise solely as a result of its ownership of the Property subsequent to the disposal of contaminants from the brownfield conditions;

**WHEREAS**, upon completion of the construction and after the Developer completes the BCP desk audit by the New York State Department of Taxation and Finance within thirty (30) days after the first day of the second calendar year following the year in which the Shelter Operation Commencement (as defined in the DHS Contract, defined below) occurs, but no later than January 31, 2028, the Corporation is to purchase the Shelter and become the sole owner

pursuant to a purchase agreement with the Developer (the “**Purchase Option and Put Option Agreement**”) dated as of the closing of the Construction Financing; and

**WHEREAS**, upon completion of the construction, the Construction Financing shall convert to permanent financing pursuant to the terms of the Loan Documents (“**Permanent Financing**”); and

**WHEREAS**, the Corporation is the sole member of H.E.L.P. Social Service Corp., a New York not-for-profit corporation (“**HSSC**”); and

**WHEREAS**, before the Construction Financing closing, HSSC shall enter into a long-term contract (“**DHS Contract**”) with the New York City Department of Homeless Services (“**DHS**”) to provide shelter services within the Shelter whereas DHS shall pay the principal and interest payments on the Permanent Financing and DHS will also cover the other costs of operating the shelter;

**WHEREAS**, the DHS Contract shall be a term of thirty-three (33) years or as modified by its terms therein starting on or about June 1, 2023 or as amended; and

**WHEREAS**, the Corporation and the Developer, as the collective Shelter owner and lessor, shall enter a lease (“**Operating Lease**”) with the HSSC, prior to the closing of the Construction Financing for a term starting from the completion of construction;

**WHEREAS**, HSSC shall operate the shelter under the Operating Lease.

It is now:

**RESOLVED**, that the officers of the Corporation, including without limitation Thomas Hameline, John Emmert and Ronnie Silverman, is each hereby authorized, empowered and directed to execute and deliver on behalf of the Corporation such Loan Documents, agreements, instruments and certificates of any nature whatsoever, and to take such actions, as the officers deems necessary and advisable to do all acts necessary to enter into and consummate Property acquisition and Financing transactions contemplated herein;

**FURTHER RESOLVED**, that the officers of the Corporation including without limitation Thomas Hameline, John Emmert and Ronnie Silverman (each an “Authorized Signatory”) may sign, deliver and perform under on behalf of the Corporation any and all documents (and amendments thereto), and may take any and all actions on behalf of the Corporation necessary in connection with the acquisition of the Shelter from the Developer and the Perm Loan as may be required by DHS, the Administrative Agent and/or Co-Lenders, as the officers of the Corporation deem necessary or appropriate; and

**FURTHER RESOLVED**, that Thomas Hameline as the primary authorized signatory for purposes of any document execution required pursuant to the BCP and, furthermore, any other Authorized Signatory is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver all agreements, resolutions, documents, certificates,

easements, and authorizations with respect to the development parcel situated on the Property, which may be necessary, convenient or advisable to effect the inclusion of the Property in the New York State Department of Environmental Conservation Brownfield Cleanup Program ("BCP"), including but not limited to, the Brownfield Cleanup Program Agreement, any amendments thereto, certain access agreements and an environmental easement, and to take such additional actions as the Authorized Signatory deems necessary and appropriate to carry out the intent and to accomplish the purposes of participation in the BCP;

**FURTHER RESOLVED**, that all actions heretofore taken on behalf of the Corporation in connection with the acquisition, financing, BCP work, development and operation of the Shelter are approved.

The undersigned affirms that the foregoing resolutions and authorizations have not been amended, rescinded or modified and are in full force and effect on the date hereof.

These resolutions and authorizations may be executed in one or more counterparts and by facsimile and electronic signatures, all of which shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the undersigned has executed these Resolutions and Authorizations as of the 17th day of July 2023.

**BOARD OF DIRECTORS**

**HELP GLENMORE WAC  
HOUSING DEVELOPMENT FUND  
CORPORATION**

  
\_\_\_\_\_  
Anthony Williams  
\_\_\_\_\_  
Richard Sirota  
\_\_\_\_\_  
Jeffrey Sachs

**IN WITNESS WHEREOF**, the undersigned has executed these Resolutions and Authorizations as of the 17th day of July 2023.

**BOARD OF DIRECTORS**

**HELP GLENMORE WAC  
HOUSING DEVELOPMENT FUND  
CORPORATION**

\_\_\_\_\_  
Anthony Williams

\_\_\_\_\_  
Richard Sirota

\_\_\_\_\_  
Jeffrey Sachs

**EXHIBIT D**  
**GOOD STANDING CERTIFICATE**

[see attached]

**STATE OF NEW YORK**

**DEPARTMENT OF STATE**

**Certificate of Status**

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

<b>Entity Name:</b>	HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION
<b>DOS ID Number:</b>	6865877
<b>Entity Type:</b>	DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)
<b>Entity Status:</b>	EXISTING
<b>Date of Initial Filing with DOS:</b>	06/01/2023

I certify that the following is a list of documents on file in the Department of State for said entity:

---

<b>Document Type:</b>	CERTIFICATE OF INCORPORATION
<b>Date of Filing:</b>	06/01/2023
<b>Entity Name:</b>	HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION



Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department  
of State, at the City of Albany, on July 20, 2023 at  
09:46 A.M.

ROBERT J. RODRIGUEZ, Secretary of State

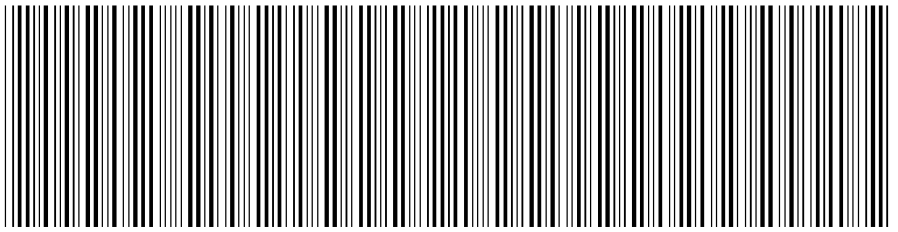
By Brendan C. Hughes  
Executive Deputy Secretary of State

**REQUIRED ATTACHMENTS FOR SECTION III:  
CURRENT PROPERTY OWNER/OPERATOR  
INFORMATION**

**A. COPY OF DEEDS**

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.



2023080800076001002ECFA6

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2023080800076001

Document Date: 07-26-2023

Preparation Date: 08-09-2023

Document Type: DEED

Document Page Count: 3

PRESENTER:

BENCHMARK TITLE AGENCY  
222 BLOOMINGDALE ROAD  
SUITE 102  
WHITE PLAINS, NY 10605  
914-250-2400  
EVANBOMEL@BENCHMARKTA.COM BTA 79857

RETURN TO:

DAVID I. KEUSCH, ESQ.  
KEUSCH LAW PLLC  
80 FIFTH AVENUE SUITE 1201  
NEW YORK, NY 10011

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	3697	1	Entire Lot	221 GLENMORE AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

JOSH REALTY CO., INC.  
221 GLENMORE AVENUE  
BROOKLYN, NY 11207

GRANTEE/BUYER:

HELP GLENMORE WAC HOUSING DEVELOPMENT  
FUND CORP  
C/O: CAMBER PROPERTY GROUP LLC, 419 PARK  
AVENUE SOUTH  
NEW YORK, NY 10016

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 44,850.00

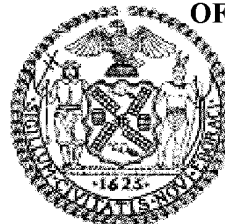
RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 08-09-2023 16:14

City Register File No.(CRFN):

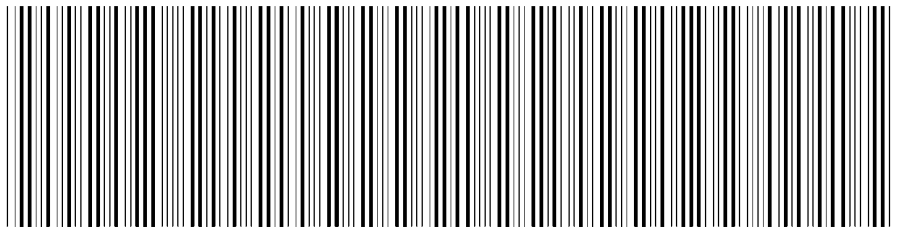
2023000201763



*Annette McMill*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2023080800076001002CCD26

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2023080800076001

Document Date: 07-26-2023

Preparation Date: 08-09-2023

Document Type: DEED

**PARTIES**

**GRANTEE/BUYER:**

GLENMORE OWNER LLC  
116 E 27TH STREET 11TH FLOOR  
NEW YORK, NY 10016

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made as of the 26<sup>th</sup> day of July 2023

BETWEEN

**Josh Realty Co., Inc.** a New York corporation, having an address at 221 Glenmore Avenue, Brooklyn, NY 11207  
party of the first part,

and

**HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 115 East 13<sup>th</sup> Street, New York, New York 10003, as nominee for **GLENMORE OWNER LLC**, a New York limited liability company, having its office at 116 E 27<sup>th</sup> Street, 11<sup>th</sup> Floor, New York, New York 10016.  
party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of —TEN (\$10.00) dollars— and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE "SCHEDULE A" ANNEXED HERETO AND MADE A PART HEREOF

**Being and intended to be the same premises conveyed to the party of the first part herein by deed recorded 2/6/1985 in Reel 1604 page 1756**

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

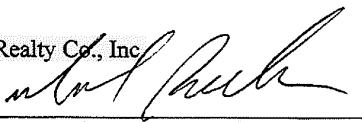
IN PRESENCE OF:

Josh Realty Co., Inc

By:

Name:

Title:

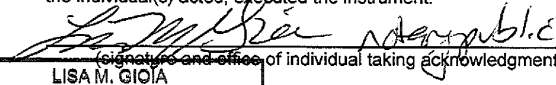
  
Michael Baker  
pres

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT  
IS MADE IN NEW YORK STATE

State of New York, County of New York ss:

On the 25 day of July in the year 2023, before me, the undersigned, personally appeared  
MICHAEL BELLOVIN

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.

  
(signature and office of individual taking acknowledgment)  
**LISA M. GIOIA**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01G16187694  
Qualified in Suffolk County  
Commission Expires 05/27/2024

State of New York, County of New York ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, personally appeared

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.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_\_\_ before me, the undersigned, personally appeared

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, and that such individual made such appearance before the undersigned in the

\_\_\_\_\_, in \_\_\_\_\_  
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

DISTRICT  
SECTION  
BLOCK 3697  
LOT 1  
COUNTY OR TOWN Kings  
STREET ADDRESS 221 Glenmore Avenue  
Brooklyn, New York

RETURN BY MAIL TO:

David I. Keusch, Esq.  
Keusch Law PLLC  
80 Fifth Avenue, Suite 1201  
New York, NY 10011

**BARGAIN AND SALE DEED**  
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. **Benchmark BTA 79857**

Josh Realty Co., Inc.

TO

**HELP GLENMORE WAC HOUSING DEVELOPMENT**

**FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, as nominee for  
**GLENMORE OWNER LLC**, a New York limited liability company

Benchmark Title Agency, LLC

Title No. BTA79857-E

**SCHEDULE A**  
**Amended 6/3/2021**

**As to Block 3697 Tax Lot 1 f/k/a Lots 1, 28, 29, 30, 31, 32, and 35:**

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

**BEGINNING** at a point on a corner forming the intersection with the easterly side of Van Sinderen Avenue and the northerly side of Glenmore Avenue;

**RUNNING THENCE** northerly along the easterly side of Van Sinderen Avenue, 180 feet to a point;

**THENCE** easterly and parallel with Glenmore Avenue, 100 feet to a point;

**THENCE** northerly and parallel with Snediker Avenue, 3 – 3 ½ feet to a point;

**THENCE** easterly and parallel with Glenmore Avenue, 100 feet to the westerly side of Snediker Avenue;

**THENCE** southerly and along the westerly side of Snediker Avenue, 83 – 3 ½ feet to a point;

**THENCE** westerly, 50 feet to a point;

**THENCE** southerly, 100 feet to the northerly side of Glenmore Avenue;

**THENCE** westerly and along the northerly side of Glenmore Avenue, 25 feet;

**THENCE** northerly, 100 feet to a point;

**THENCE** westerly, 25 feet to a point;

**THENCE** southerly, 100 feet to the northerly side of Glenmore Avenue;

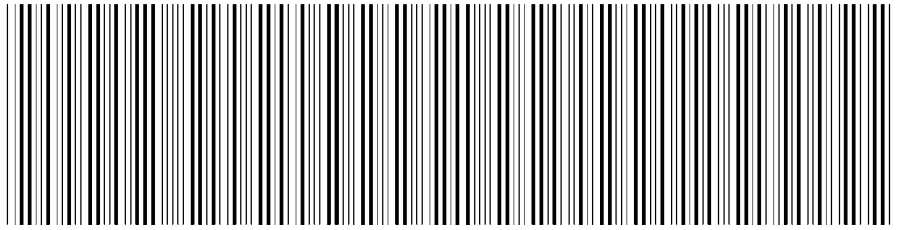
**THENCE** westerly along the northerly side of Glenmore Avenue, 100 feet back to the point or place of BEGINNING.

**For Information Only:**

Said premises being known as 221 Glenmore Avenue, Brooklyn, NY

FOR  
CONVEYANCING  
ONLY      The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

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



2023080800076001002S0127

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2023080800076001**  
Document Type: DEED

Document Date: 07-26-2023

Preparation Date: 08-09-2023

**ASSOCIATED TAX FORM ID:** 2023070600285

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT

2  
4





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: 3697 LOT: 1
- (2) Property Address: 221 GLENMORE AVENUE, BROOKLYN, NY 11207
- (3) Owner's Name: HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORP
- Additional Name:

### Affirmation:



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

### Customer Billing Information:

#### Please Note:

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

*see attached*

Date (mm/dd/yyyy)

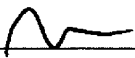
*7/26/2023*

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

**GLENMORE OWNER LLC,**

a New York limited liability company

By: CPG Glenmore LLC,  
a New York limited liability company,  
its sole member

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

Name: Rick Gropper

Title: Authorized Signatory

C1. County Code  C2. Date Deed Recorded  /  /   
Month Day Year  
C3. Book OR   
C4. Page   
C5. CRFN



STATE OF NEW YORK  
STATE BOARD OF REAL PROPERTY SERVICES

**RP - 5217NYC**

<b>1. Property Location</b>	221	GLENMORE AVENUE	BROOKLYN	11207
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

<b>2. Buyer Name</b>	HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORP			
	LAST NAME / COMPANY		FIRST NAME	
	LAST NAME / COMPANY		FIRST NAME	

<b>3. Tax Billing Address</b>	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	

<b>4. Indicate the number of Assessment Roll parcels transferred on the deed</b>	1	# of Parcels	OR	<input type="checkbox"/>	Part of a Parcel	<b>4A. Planning Board Approval - N/A for NYC</b> <b>4B. Agricultural District Notice - N/A for NYC</b>  <b>Check the boxes below as they apply:</b> <b>6. Ownership Type is Condominium</b> <input type="checkbox"/> <b>7. New Construction on Vacant Land</b> <input type="checkbox"/>
--	---	--------------	----	--------------------------	------------------	--

<b>5. Deed Property Size</b>		X		OR		ACRES	
	FRONT FEET		DEPTH				

<b>8. Seller Name</b>	JOSH REALTY CO., INC.			
	LAST NAME / COMPANY		FIRST NAME	
	LAST NAME / COMPANY		FIRST NAME	

<b>9. Check the box below which most accurately describes the use of the property at the time of sale:</b>								
A	<input type="checkbox"/>	One Family Residential	C	<input type="checkbox"/>	Residential Vacant Land	E	<input checked="" type="checkbox"/>	Commercial Apartment
B	<input type="checkbox"/>	2 or 3 Family Residential	D	<input type="checkbox"/>	Non-Residential Vacant Land	F	<input type="checkbox"/>	Entertainment / Amusement Community Service
						G	<input type="checkbox"/>	Industrial Public Service
						H	<input type="checkbox"/>	

10. Sale Contract Date

7 / 26 / 2023  
Month Day Year

11. Date of Sale / Transfer

7 / 26 / 2023  
Month Day Year

12. Full Sale Price \$

0

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

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

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 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 checked="" type="checkbox"/>	None

16. Building Class F, 4 16. Total Assessed Value (of all parcels in transfer) 8 5 9 9 5 0

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

BROOKLYN 3697 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 filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE <i>see attached</i>			LAST NAME	FIRST NAME
C/O: CAMBER PROPERTY GROUP LLC 419 PARK AVENUE SOUTH				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				SELLER Josh Realty Co. Inc.
CITY OR TOWN	STATE NY	ZIP CODE 10016	SELLER SIGNATURE <i>[Signature]</i>	DATE 7/25/23

2023070600285201

**Buyer:**

HELP GLENMORE WAC HOUSING  
DEVELOPMENT FUND CORPORATION, a New  
York not-for-profit corporation

By:   
Name: Thomas Hameline  
Title: President

[SIGNATURE PAGE TO RP-5217NYC]

**Buyer:**

GLENMORE OWNER LLC,  
a New York limited liability company

By: CPG Glenmore LLC,  
a New York limited liability company,  
its sole member

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

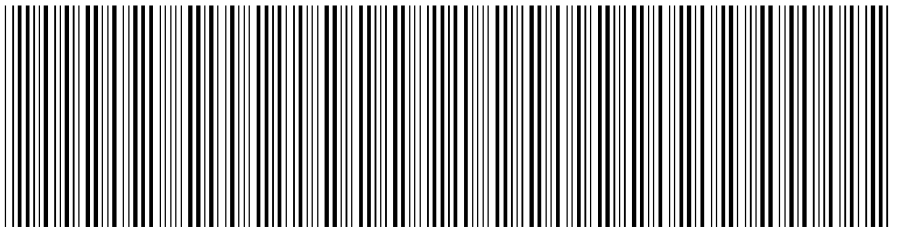
Name: Rick Gropper

Title: Authorized Signatory

[SIGNATURE PAGE TO RP-5217NYC]

**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.



2023080800076002002ECFE2

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 5**

**Document ID: 2023080800076002**

Document Date: 07-26-2023

Preparation Date: 08-09-2023

Document Type: DEED

Document Page Count: 3

**PRESENTER:**

BENCHMARK TITLE AGENCY  
222 BLOOMINGDALE ROAD  
SUITE 102  
WHITE PLAINS, NY 10605  
914-250-2400  
EVANBOMEL@BENCHMARKTA.COM BTA 79857

**RETURN TO:**

DAVID I. KEUSCH, ESQ.  
KEUSCH LAW PLLC  
80 FIFTH AVENUE SUITE 1201  
NEW YORK, NY 10011

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	3697	33	Entire Lot	241 GLENMORE AVENUE
<b>Property Type:</b> COMMERCIAL REAL ESTATE				

**CROSS REFERENCE DATA**

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

**PARTIES**

**GRANTOR/SELLER:**

ME2 REALTY CO., INC.  
231 GLENMORE AVENUE  
BROOKLYN, NY 11207

**GRANTEE/BUYER:**

HELP GLENMORE WAC HOUSING DEVELOPMENT  
FUND CORP.  
C/O: CAMBER PROPERTY GROUP LLC, 419 PARK  
AVENUE SOUTH  
NEW YORK, NY 10016

☒ Additional Parties Listed on Continuation Page

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL:** \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 16,900.00

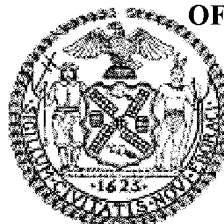
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 08-09-2023 16:14

City Register File No.(CRFN):

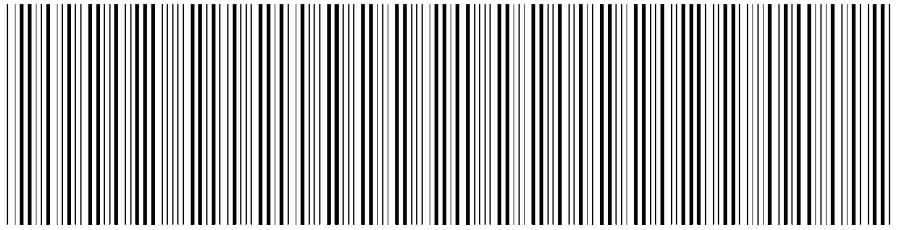
**2023000201764**



*Annette McMill*

**City Register Official Signature**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2023080800076002002CCD62

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2023080800076002

Document Date: 07-26-2023

Preparation Date: 08-09-2023

Document Type: DEED

**PARTIES**

**GRANTEE/BUYER:**

GLENMORE OWNER LLC  
116 E 27TH STREET  
NEW YORK, NY 10016



B7A 74857  
B1 3697  
Lot 33  
Kings

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made as of the 26<sup>th</sup> day of July 2023

**BETWEEN**

**ME2 Realty Co., Inc.** a New York corporation, having an address at 234 Glenmore Avenue, Brooklyn, NY 11207

party of the first part,

and

**HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 115 East 13<sup>th</sup> Street, New York, New York 10003, as nominee for **GLENMORE OWNER LLC**, a New York limited liability company, having its office at 116 E 27<sup>th</sup> Street, 11<sup>th</sup> Floor, New York, New York 10016

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of -----TEN (\$10.00) dollars----- and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE "SCHEDULE A" ANNEXED HERETO AND MADE A PART HEREOF

**Being and intended to be the same premises conveyed to the party of the first part herein by deed recorded 6/3/1998 IN Reel 4210, Page 2003**

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

ME 2 Realty Co., Inc.

By: 

Name: MICHAEL BELLOCIN


Title: Pres

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT  
IS MADE IN NEW YORK STATE

State of New York, County of New York ss:

On the 25 day of July in the year 2023, before me, the  
undersigned, personally appeared  
MICHAEL BELLOVIN

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.

  
(signature and office of individual taking acknowledgment)  
LISA M. GIOIA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 016187694  
Qualified in Suffolk County  
Commission Expires 05/27/2024

State of New York, County of New York ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before  
me, the undersigned, personally appeared

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.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_ before me, the undersigned, personally  
appeared

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, and that such individual made such appearance before the undersigned in the

\_\_\_\_\_  
(insert the City or other political subdivision) in \_\_\_\_\_  
(and insert the State or Country or other place the acknowledgment was taken)

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. **Benchmark BTA 79857**

ME 2 Realty Co., Inc.

TO

**HELP GLENMORE WAC HOUSING  
DEVELOPMENT**

**FUND CORPORATION**, a New York not-for-  
profit corporation  
organized pursuant to Article XI of the Private  
Housing Finance  
Corporation Law of the State of New York, as  
nominee for

**GLENMORE OWNER LLC**, a New York  
limited liability company

DISTRICT

SECTION

BLOCK

3697

LOT

33

COUNTY OR TOWN

Kings

STREET ADDRESS

241 Glenmore Avenue  
Brooklyn, New York

RETURN BY MAIL TO:

David I. Keusch, Esq.  
Keusch Law PLLC  
80 Fifth Avenue, Suite 1201  
New York, NY 10011

# Benchmark Title Agency, LLC

Title No. BTA79857-E

**As to Block 3697 Tax Lot 33:**

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

**BEGINNING** at a point on a corner forming the intersection with the northerly side of Glenmore Avenue and the westerly side of Snediker Avenue;

**RUNNING THENCE** westerly along the northerly side of Glenmore Avenue, 50 feet to a point;

**THENCE** northerly, 100 feet to a point;

**THENCE** easterly, 50 feet to a point;

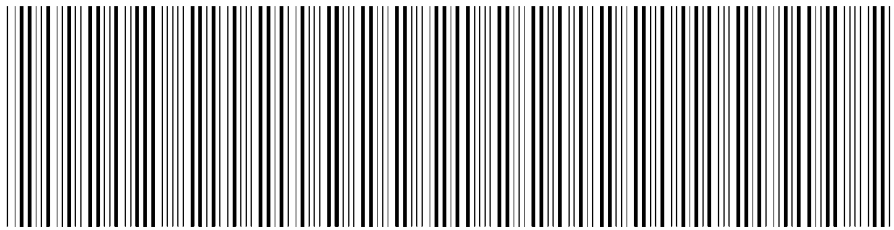
**THENCE** southerly along the westerly side of Snediker Avenue, 100 feet back to the point or place of BEGINNING.

**For Information Only:**

Said premises being known as 241 Glenmore Avenue, Brooklyn, NY

FOR  
CONVEYANCING  
ONLY      The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2023080800076002002S0163

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID:** 2023080800076002  
Document Type: DEED

Document Date: 07-26-2023

Preparation Date: 08-09-2023

**ASSOCIATED TAX FORM ID:** 2023070600077

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT

2  
4



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: 3697                      LOT: 33
- (2) Property Address: 241 GLENMORE AVENUE, BROOKLYN, NY 11207
- (3) Owner's Name:            HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORP.
- Additional Name:

### Affirmation:



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

### Customer Billing Information:

#### Please Note:

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

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

**GLENMORE OWNER LLC,**

a New York limited liability company

By: CPG Glenmore LLC,  
a New York limited liability company,  
its sole member

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

Name: Rick Gropper

Title: Authorized Signatory

FOR CITY USE ONLY

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

C3. Book  OR C4. Page   
 C5. CRFN



## REAL PROPERTY TRANSFER REPORT

 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location  241  GLENMORE AVENUE  BROOKLYN  11207  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORP.   
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY

FIRST NAME

3. Tax Billing Address        
 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME

CITY OR TOWN

STATE

ZIP CODE

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

4A. Planning Board Approval - N/A for NYC

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

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

Check the boxes below as they apply:

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

8. Seller Name  ME2 REALTY CO., INC.   
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY

FIRST NAME

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

A ☐ One Family ResidentialC ☐ Residential Vacant LandE ☒ CommercialG ☐ Entertainment / AmusementI ☐ IndustrialB ☐ 2 or 3 Family ResidentialD ☐ Non-Residential Vacant LandF ☐ ApartmentH ☐ Community ServiceJ ☐ Public Service

## SALE INFORMATION

10. Sale Contract Date  7  /  26  /  2023   
 Month Day Year

11. Date of Sale / Transfer  7  /  26  /  2023   
 Month Day Year

12. Full Sale Price \$  2  6  0  0  0  0  0

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

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

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

A ☐ Sale Between Relatives or Former RelativesB ☐ Sale Between Related Companies or Partners in BusinessC ☐ One of the Buyers is also a SellerD ☐ Buyer or Seller is Government Agency or Lending InstitutionE ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)G ☐ Significant Change in Property Between Taxable Status and Sale DatesH ☐ Sale of Business is Included in Sale PriceI ☐ Other Unusual Factors Affecting Sale Price (Specify Below)J ☒ None

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

15. Building Class  F, 9  16. Total Assessed Value (of all parcels in transfer)  3  2  4  9  0  0

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

BROOKLYN 3697 33

202307060007720105

**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 <i>See attached</i>			LAST NAME	FIRST NAME
C/O.: CAMBER PROPERTY GROUP LLC 419 PARK AVENUE SOUTH				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
	NY	10016	<i>[Signature]</i>	7/25/23

SELLER: Me2 Realty Co. Inc



**Buyer:**

HELP GLENMORE WAC HOUSING  
DEVELOPMENT FUND CORPORATION, a New  
York not-for-profit corporation


By:   
Name: Thomas Hameline  
Title: President

[SIGNATURE PAGE TO RP-5217NYC]

**Buyer:**

GLENMORE OWNER LLC,  
a New York limited liability company

By: CPG Glenmore LLC,  
a New York limited liability company,  
its sole member

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

Name: Rick Gropper

Title: Authorized Signatory

[SIGNATURE PAGE TO RP-5217NYC]

**REQUIRED ATTACHMENTS FOR SECTION IV:  
NEW REQUESTOR ELIGIBILITY INFORMATION**

**A. VOLUNTEER STATEMENT**

## **REQUESTOR CERTIFICATION**

The Requestor HELP Glenmore WAC Housing Development Fund Corporation certifies it is a Volunteer, since it does not have nor has ever had a relationship with any of the past owners or operators of the Brownfield Cleanup Program ("BCP") Site No. C224385 with an address and Site name of 114 Snediker Avenue, Brooklyn, NY ("BCP Site") that caused the contamination other than it plans to purchase the Site from the current BCP Site owners. Requestor did not have involvement with the BCP Site at the time of disposal. The Requestor has performed all required environmental due diligence prior to acquiring the Site and has implemented due care of the BCP Site during any BCP Site access activities prior to acquisition.

Certified by

A handwritten signature in blue ink, appearing to read "T. Hameline", is written over a horizontal line.

**HELP GLENMORE WAC HOUSING DEVELOPMENT FUND CORPORATION**

Thomas Hameline, President