



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

☐ Other (explain in detail below)

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

Amendment to add the following entities as volunteers: (1) Inwood Lot 9 Associates LIHTC LLC, a New York LLC, is or will be the beneficial sublessee of LIHTC condo units pursuant to a Declaration of Interest and Nominee Agreement; and (2) Inwood Lot 9 Development Associates, LLC, a New York LLC, will be the tenant under a new ground lease with fee owner, and has or will have a license with the fee owner until such ground lease is executed.

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

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

Section I. Current Agreement Information

BCP SITE NAME: 430 West 207th Street

BCP SITE NUMBER: C231144

NAME OF CURRENT APPLICANT(S): Inwood Lot 9 Associates LLC

INDEX NUMBER OF AGREEMENT: C231144-07-21 DATE OF ORIGINAL AGREEMENT: July 22, 2021

Section II. New Requestor Information (complete only if adding new requestor or name has changed)

NAME See Schedule 1 for Section II, Questions 1-3

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

1. Is the requestor authorized to conduct business in New York State (NYS)?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. See Attachment A

NAME OF NEW REQUESTOR'S REPRESENTATIVE

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? See Attachment B ☒ Yes ☐ No

3. Describe Requestor's Relationship to Existing Applicant:

Section III. Current Property Owner/Operator Information (only include if new owner/operator)		
Owner below is: <input type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant		
OWNER'S NAME (if different from requestor)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
OPERATOR'S NAME (if different from requestor or owner)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)	
If answering "yes" to any of the following questions, please provide an explanation as an attachment.	
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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

See Attachment D.

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

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

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other See Schedule 1

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

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

See Attachment C

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

- ☐ Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address

Section No. Block No. Lot No. Acreage

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

3. TOTAL REVISED SITE ACREAGE: _____

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

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 430 West 207th Street	BCP SITE NUMBER: C231144
NAME OF CURRENT APPLICANT(S): Inwood Lot 9 Associates LLC	
INDEX NUMBER OF AGREEMENT: C231144-07-21	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: July 22, 2021	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title an Authorized Signatory) of (entity Inwood Lot 9 Associates LIHTC LLC); 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: May 9, 2022 Signature: 

Print Name: Charles R. Bendit

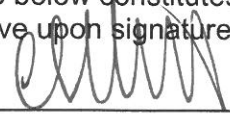
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 430 West 207th Street	BCP SITE NUMBER: C231144
NAME OF CURRENT APPLICANT(S): Inwood Lot 9 Associates LLC	
INDEX NUMBER OF AGREEMENT: C231144-07-21	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: July 22, 2021	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)	
(Individual)	
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: _____	Signature: _____
Print Name: _____	
(Entity)	
Inwood Lot 9 Development	
I hereby affirm that I am (title <u>an Authorized Signatory</u>) of (entity <u>Associates LLC</u>); 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: <u>May 9, 2022</u>	Signature: 
Print Name: <u>Charles R. Bendit</u>	

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am an Authorized Inwood Lot 9 Signatory (title) of Associates 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: May 9, 2022 Signature: 

Print Name: Charles R. Bendit

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐

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: July 22, 2021

Signature by the Department:

DATED: 6/27/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

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

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____

Schedule 1

Schedule 1 to BCA Amendment Application
BCP Site Number C231144

Section II. New Requestor Information

New Requestor 1:

Name: Inwood Lot 9 Associates LIHTC LLC
Address: 111 Eighth Avenue
City/Town: New York, NY
Zip Code 10011
Phone: (212) 220-9945
Fax: N/A
E-mail gtsapelas@tacon.com

1. Is the requestor authorized to conduct business in New York State (NYS)? Yes

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

Name of New Requestor's Representative: George Tsapelas
Address: 111 Eighth Avenue
City/Town: New York, NY
Zip Code 10011
Phone: (212) 220-9945
Fax: N/A
E-mail gtsapelas@tacon.com

Name of New Requestor's Consultant: Jessica L. Taylor, P.G./Roux Environmental Engineering and Geology, D.P.C.
Address: 209 Shafter Street
City/Town: Islandia, NY
Zip Code: 11749
Phone: (631) 232-2600
Fax: N/A
E-mail: jtaylor@rouxinc.com

Name of New Requestor's Attorney: Michael Bogin, Esq./Sive, Paget & Riesel, P.C.
Address: 560 Lexington Ave.
City/Town: New York, NY
Zip Code: 10022
Phone (646) 378-7218
Fax: N/A
E-mail: mbogin@sprlaw.com

2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? Yes. **See Attachment B**

3. Describe Requestor's Relationship to Existing Applicant:

Existing Applicant is the current ground lessee at the Site. The ground lessee will enter into a master sublease of LIHTC condo units with a record sublessee, and Inwood Lot 9 Associates LIHTC LLC is or will become the beneficial sublessee of LIHTC condo units pursuant to a Declaration of Interest and Nominee Agreement.

New Requestor 2:

Name: Inwood Lot 9 Development Associates LLC

Address: 111 Eighth Avenue

City/Town: New York, NY

Zip Code 10011

Phone: (212) 220-9945

Fax: N/A

E-mail gtsapelas@tacon.com

1. Is the requestor authorized to conduct business in New York State (NYS)? Yes

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

Name of New Requestor's Representative: George Tsapelas

Address: 111 Eighth Avenue

City/Town: New York, NY

Zip Code 10011

Phone: (212) 220-9945

Fax: N/A

E-mail gtsapelas@tacon.com

Name of New Requestor's Consultant: Jessica L. Taylor, P.G./Roux Environmental Engineering and Geology, D.P.C.

Address: 209 Shafter Street

City/Town: Islandia, NY

Zip Code: 11749

Phone: (631) 232-2600

Fax: N/A

E-mail: jtaylor@rouxinc.com

Name of New Requestor's Attorney: Michael Bogin, Esq./Sive, Paget & Riesel, P.C.

Address: 560 Lexington Ave.
City/Town: New York, NY
Zip Code: 10022
Phone (646) 378-7218
Fax: N/A
E-mail: mbogin@sprlaw.com

2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? Yes. See Attachment B

3. Describe Requestor's Relationship to Existing Applicant:
New Requestor will be the ground lessee at the Site under a new ground lease with the fee owner, and has or will have a license with the fee owner until such ground lease is executed.

Section IV. Eligibility Information for New Requestor
Question 12.

New Requestor 1: Inwood Lot 9 Associates LIHTC LLC

12. Requestor's Relationship to Property:
Other: Beneficial sublessee

New Requestor 2: Inwood Lot 9 Development Associates LLC

12. Requestor's Relationship to Property:
Other: Ground licensee, eventual ground lessee

Attachment A

Department of State

Division of Corporations

Entity Filing History

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

Entity Details

ENTITY NAME: INWOOD LOT 9 ASSOCIATES LIHTC LLC**DOS ID:** 6317513**FOREIGN LEGAL NAME:****FICTITIOUS NAME:****ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY**DURATION DATE/LATEST DATE OF DISSOLUTION:****SECTION OF LAW:** LIMITED LIABILITY COMPANY LAW - 203
LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY
COMPANY LAW**ENTITY STATUS:** ACTIVE**DATE OF INITIAL DOS FILING:** 11/02/2021**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:** 11/02/2021**INACTIVE DATE:****FOREIGN FORMATION DATE:****STATEMENT STATUS:** CURRENT**COUNTY:** NEW YORK**NEXT STATEMENT DUE DATE:** 11/30/2023**JURISDICTION:** NEW YORK, UNITED STATES**NFP CATEGORY:**[ENTITY DETAILS](#)[NAME HISTORY](#)[FILING HISTORY](#)[MARKED HISTORY](#)[ASSOCIATED MARKS](#)[Search](#)

File Date	Cert Code	Document Type	Description/Amended Information	Page Count	File Number
01/07/2022	49	CERTIFICATE OF PUBLICATION		5	220110000040
11/02/2021	01	ARTICLES OF ORGANIZATION		1	211102001227

Rows per page: 5 1-2 of 2 < >

Department of State

Division of Corporations

Entity Filing History

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

Entity Details

ENTITY NAME: INWOOD LOT 9 DEVELOPMENT ASSOCIATES LLC **DOS ID:** 6464974

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

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

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 04/22/2022

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 04/22/2022

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 04/30/2024

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

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

Search

File Date	Cert Code	Document Type	Description/Amended Information ↑	Page Count	File Number
04/22/2022	01	ARTICLES OF ORGANIZATION		2	220422002448

Rows per page: 5 1-1 of 1

Attachment B

**RESOLUTION ADOPTED BY
THE MANAGERS OF
INWOOD LOT 9 ASSOCIATES LIHTC LLC**

May 24, 2022

The undersigned, being the Managers (the “Managers”) of Inwood Lot 9 Associates LIHTC LLC, a New York limited liability company (the “Company”), do hereby consent to and adopt the following resolutions:

WHEREAS, the Inwood Lot 9 Associates LLC (“Lot 9 Owner”) is the leasehold owner of certain real property together with certain improvements thereon, located at Block 2203, Lot 9 on the Tax Map of the City of New York, New York County, more commonly known by the street address at 430 West 207th Street, New York, New York (the “Property”), pursuant to that certain Lease by and between West 207th Grocery Owners, LLC, a New York limited liability company (“Lot 9 Lessor”) and A&P Real Property, LLC, a Delaware limited liability company (the “Prior Tenant”), dated March 19, 2013, as subsequently (i) amended by that certain First Amendment to Lease, dated December 1st, 2015, (ii) assigned by Prior Tenant to 410 West 207th Acquisition LLC, a Delaware limited liability company (“Acquisition LLC”) pursuant to that certain Assignment and Assumption, dated December 1, 2015, (iii) amended by that Second Amendment and Extension of Lease, dated December 20, 2018, by and between Acquisition LLC and Lot 9 Lessor and (iv) further assigned by Acquisition LLC to Lot 9 Owner pursuant to that certain Assignment and Assumption of Ground Lease dated as of April 5, 2021 (the “Property”);

WHEREAS, the Property is participating in the New York State Brownfield Cleanup Program (“BCP”) as Site No. C231144; and

WHEREAS, the Lot 9 Owner entered into a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation (the “Agreement”) to evidence the inclusion of the Property in the BCP, and the Company seeks to be admitted as a volunteer party under the Agreement by an amendment to the Agreement (“BCA Amendment”).

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and directed to execute and deliver any and all documents in connection with the Agreement and BCA Amendment, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

AND BE IT FURTHER RESOLVED, that the Managers of the Company hereby authorize and direct the Managers of the Company to acknowledge, execute and deliver for and on behalf of the Company (in each Manager’s capacity as Manager of the Company or as an “Authorized Signatory” of the Company), any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement, the BCA Amendment and any required environmental easement for the Property, and to take such

additional actions as deemed desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

AND BE IT FURTHER RESOLVED, that any and all lawful action taken in good faith by the Managers prior to the date hereof on behalf of the Company and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Company as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Company for all purposes; and

AND BE IT FURTHER RESOLVED, that these Resolutions may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signature on separate sheet]

IN WITNESS WHEREOF, the undersigned have executed this Resolution in the capacity noted below as of date first written above.

Christopher Balestra

CHRIS BALESTRA, Manager

Charles Bendit

CHARLES R. BENDIT, Manager

Colleen Wenke

COLLEEN WENKE, Manager

Andy Zlotnick

ANDREW ZLOTNICK, Manager

Document Details

Title	Inwood Brownfield Cleanup Consents for New Entities
File Name	Signature Pages - Lot 9 BCA Resolutions - Balestra Bendit Wenke Zlotnick.pdf
Document ID	17d65fd13b064050851e105e84460afd
Fingerprint	5760407fe6f9d047a0581d75e9914934
Status	Completed

Document History

Document Created	Document Created by George Tsapelas (gtsapelas@tacon.com) Fingerprint: 5760407fe6f9d047a0581d75e9914934	May 23 2022 05:15PM UTC
Document Sent	Document Sent to Charles Bendit (cbendit@tacon.com)	May 23 2022 05:15PM UTC
Document Sent	Document Sent to Chris Balestra (cbalestra@tacon.com)	May 23 2022 05:15PM UTC
Document Sent	Document Sent to Andrew Zlotnick (azlotnick@tacon.com)	May 23 2022 05:15PM UTC
Document Sent	Document Sent to Colleen Wenke (cwenke@tacon.com)	May 23 2022 05:15PM UTC
Document Viewed	Document Viewed by Andrew Zlotnick (azlotnick@tacon.com) IP: 207.251.91.3	May 23 2022 05:16PM UTC
Document Signed	Document Signed by Andrew Zlotnick (azlotnick@tacon.com) IP: 207.251.91.3	May 23 2022 05:17PM UTC
Document Viewed	Document Viewed by Chris Balestra (cbalestra@tacon.com) IP: 96.250.12.185	May 23 2022 05:19PM UTC
Document Signed	Document Signed by Chris Balestra (cbalestra@tacon.com) IP: 96.250.12.185	May 23 2022 05:19PM UTC
Document Viewed	Document Viewed by Charles Bendit (cbendit@tacon.com) IP: 50.75.233.66	May 24 2022 12:23AM UTC
Document Signed	Document Signed by Charles Bendit (cbendit@tacon.com) IP: 50.75.233.66	May 24 2022 12:23AM UTC

Document Viewed	Document Viewed by Colleen Wenke (cwenke@tacon.com) IP: 207.251.91.3	May 24 2022 05:08PM UTC
Document Signed	Document Signed by Colleen Wenke (cwenke@tacon.com) IP: 207.251.91.3	May 24 2022 05:11PM UTC
Document Completed	This document has been completed. Fingerprint: 0228d96891974644a374573bf34370c0	May 24 2022 05:12PM UTC

**RESOLUTION ADOPTED BY
THE SOLE MEMBER OF
INWOOD LOT 9 DEVELOPMENT ASSOCIATES LLC**

May 24, 2022

The undersigned, being an authorized signatory of Sherman Creek QOZB LLC, a Delaware limited liability company (the "Sole Member"), the sole member of Inwood Lot 9 Associates LIHTC LLC, a New York limited liability company (the "Company"), does hereby consent to and adopt the following resolutions:

WHEREAS, the Company is the licensee under that certain License and Access Agreement dated as of May 18, 2022, by and among the Company, West 207 Street Grocery Owners LLC, a New York limited liability company ("Licensor") and Inwood Lot 9 Associates LLC, a Delaware limited liability ("Current Lot 9 Tenant"), to access certain real property together with certain improvements thereon, located at Block 2203, Lot 9 on the Tax Map of the City of New York, New York County, more commonly known by the street address at 430 West 207th Street, New York, New York (the "Property"); and

WHEREAS, the Company and Licensor anticipate entering into a ground lease for the Property; and

WHEREAS, the Property is participating in the New York State Brownfield Cleanup Program ("BCP") as Site No. C231144; and

WHEREAS, the Current Lot 9 Tenant entered into a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation (the "Agreement") to evidence the inclusion of the Property in the BCP, and the Company seeks to be admitted as a volunteer party under the Agreement by an amendment to the Agreement ("BCA Amendment").

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and directed to execute and deliver any and all documents in connection with the Agreement and BCA Amendment, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

AND BE IT FURTHER RESOLVED, that Chris Balestra, Charles R. Bendit, Colleen Wenke and Andrew Zlotnick (each an "Authorized Signatory") has the authority to sign on behalf of the Company as Authorized Signatory of the Company; and be it further

AND BE IT FURTHER RESOLVED, that the Sole Member hereby authorizes and directs the Authorized Signatories to acknowledge, execute and deliver for and on behalf of the Company, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement, the BCA Amendment and any required environmental easement for the Property, and to take such additional actions as deemed

desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

AND BE IT FURTHER RESOLVED, that any and all lawful action taken in good faith by the Authorized Signatories prior to the date hereof on behalf of the Company and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Company as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Company for all purposes; and

AND BE IT FURTHER RESOLVED, that these Resolutions may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signature on separate sheet]

IN WITNESS WHEREOF, the undersigned have executed this Resolution in the capacity noted below as of date first written above.

SHERMAN CREEK QOZB LLC
a Delaware limited liability company

By: Charles Bendit
Name: Charles R. Bendit
Title: Authorized Signatory

Document Details

Title	Inwood BCA Consent for New Members
File Name	Signature Pages - Lot 9 BCA Resolutions - Bendit.pdf
Document ID	be7d253d88d94025bc1c24f93847eb98
Fingerprint	55c12e47b128bce6f324d2faaa56d53d
Status	Completed

Document History

Document Created	Document Created by George Tsapelas (gtsapelas@tacon.com) Fingerprint: 55c12e47b128bce6f324d2faaa56d53d	May 23 2022 05:16PM UTC
Document Sent	Document Sent to Charles Bendit (cbendit@tacon.com)	May 23 2022 05:16PM UTC
Document Viewed	Document Viewed by Charles Bendit (cbendit@tacon.com) IP: 174.206.235.29	May 23 2022 09:40PM UTC
Document Signed	Document Signed by Charles Bendit (cbendit@tacon.com) IP: 174.206.235.29	May 23 2022 09:40PM UTC
Document Completed	This document has been completed. Fingerprint: b80906d245f0d5994f829e1612d47ab6	May 23 2022 09:41PM UTC

Attachment C

Inwood Lot 9 Associates LIHTC LLC

May 9, 2022

Inwood Lot 9 Associates LLC

RE: Site Access to Perform Brownfield Cleanup Program Work
430 West 207th Street, C231144 (Property)

Dear Sir or Madam:

As you are aware, Inwood Lot 9 Associates LIHTC LLC is submitting an application to amend the Brownfield Cleanup Agreement (BCA) for the property located at 430 West 207th Street (Block 2203, Lot 9, in the Borough of Manhattan, State of New York), which is currently owned by Inwood Lot 9 Associates LLC pursuant to a ground lease between Inwood Lot 9 Associates LLC and West 207th Grocery Owners, LLC. As a BCA amendment applicant who is not the current site owner, we are required to seek access to the property for acceptance into the Brownfield Cleanup Program (BCP). In order to file the application, we need written permission from you to access the property throughout the BCP project and to place an environmental easement on the Property, should one be necessary. By execution of this site access agreement letter, you are hereby acknowledging that Inwood Lot 9 Associates LLC has granted site access for this purpose.

Sincerely,

Inwood Lot 9 Associates LIHTC LLC

By: 


Name: Charles R. Bendit

Title: Authorized Signatory

Agreed:

As the leasehold owner of the Property, Inwood Lot 9 Associates LLC agrees that it has granted access to allow Inwood Lot 9 Associates LIHTC LLC and its contractors, to enter 430 West 207th Street (Block 2203, Lot 9, in the Borough of Manhattan, State of New York), to perform the required BCP investigation, remediation work and/or place an environmental easement on the property should one be necessary.

Inwood Lot 9 Associates LLC

By: 

Name: Charles R. Bendit

Title: Authorized Signatory

Inwood Lot 9 Development Associates LLC

May 9, 2022

Inwood Lot 9 Associates LLC

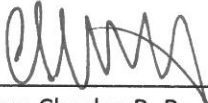
RE: Site Access to Perform Brownfield Cleanup Program Work
430 West 207th Street, C231144 (Property)

Dear Sir or Madam:

As you are aware, Inwood Lot 9 Development Associates LLC is submitting an application to amend the Brownfield Cleanup Agreement (BCA) for the property located at 430 West 207th Street (Block 2203, Lot 9, in the Borough of Manhattan, State of New York), which is currently owned by Inwood Lot 9 Associates LLC pursuant to a ground lease between Inwood Lot 9 Associates LLC and West 207th Grocery Owners, LLC. As a BCA amendment applicant who is not the current site owner, we are required to seek access to the property for acceptance into the Brownfield Cleanup Program (BCP). In order to file the application, we need written permission from you to access the property throughout the BCP project and to place an environmental easement on the Property, should one be necessary. By execution of this site access agreement letter, you are hereby acknowledging that Inwood Lot 9 Associates LLC has granted site access for this purpose.

Sincerely,


Inwood Lot 9 Development Associates LLC

By: 
Name: Charles R. Bendit
Title: Authorized Signatory

Agreed:

As the leasehold owner of the Property, Inwood Lot 9 Associates LLC agrees that it has granted access to allow Inwood Lot 9 Development Associates LLC and its contractors, to enter 430 West 207th Street (Block 2203, Lot 9, in the Borough of Manhattan, State of New York), to perform the required BCP investigation, remediation work and/or place an environmental easement on the property should one be necessary.

Inwood Lot 9 Associates LLC

By: 
Name: Charles R. Bendit
Title: Authorized Signatory

LICENSE AND ACCESS AGREEMENT

THIS LICENSE AND ACCESS AGREEMENT (“**Agreement**”) is entered into this 16th day of May, 2022, by and between **WEST 207 STREET GROCERY OWNERS LLC**, a New York limited liability company, having an address at 421 Seventh Avenue, 15th Floor, New York, New York 10001 (“**Licensor**”), and **INWOOD LOT 9 DEVELOPMENT ASSOCIATES LLC**, a New York limited liability company having an address at c/o Taconic Investment Partners, 111 Eighth Avenue, Suite 1500, New York, New York 10011 (“**Licensee**”) and **INWOOD LOT 9 ASSOCIATES LLC**, a Delaware limited liability company, having an address at c/o Taconic Investment Partners, 111 Eighth Avenue, Suite 1500, New York, New York 10011 (solely for purposes of granting its consent and agreement in Sections 3(b), 4 and 7 (as applicable), the “**Tenant**”) (Licensor and Licensee shall each be a “**Party**” and collectively referred to as “**Parties**”, and Tenant is deemed a Party with respect to Sections 3(b), 4 and 7 (as applicable)).

RECITALS

WHEREAS, Licensor is the fee simple owner of that certain real property known as Block 2203, Lot 9 (the “**Land**” or “**Licensor Property**”).

WHEREAS, Licensor and Tenant are parties to that certain Lease dated as of March 19, 2013, as amended by that certain First Amendment to Lease dated as of December 1, 2015, as further amended by that certain Second Amendment and Extension of Lease dated as of December 20, 2018 (the “**Ground Lease**”), wherein Licensor demised a leasehold tenancy estate in the Land to Tenant (the “**Tenant’s Demised Premises**”).

WHEREAS, those certain foundation and support of excavation plans prepared by Beyer Blinder Belle (“**Architect**”), dated and updated through January 18, 2022, were approved by DOB on February 24, 2022 in connection with the Foundation Work (the “**Approved Plans**”).

WHEREAS, Licensee seeks to enter into this Agreement with Licensor, and consented to by Tenant, in order to (1) grant Licensee and its Permitted Parties (as hereinafter defined) a temporary, limited, non-exclusive and revocable (upon a termination pursuant to the terms set forth below) license to access the Land in order to: (i) commence foundation improvement work upon the Land pursuant to foundation and support of excavation work permit under FO# 2883.00 (“**Foundation Permit**”) and the New York City Department of Buildings (“**DOB**”) Approved Plans (as defined below), which such foundation work shall include but is not limited to the installation and maintenance of drilled soldier piles (“**Structural Piles**” and such work the “**Pile Work**”), and (ii) commence certain support of excavation work under the DOB Approved Plans (“**SOE Work**”), and (iii) such other site preparatory actions, each as permitted pursuant to the Approved Plans (collectively, the “**Foundation Work**” and such tangible property, equipment, fixtures and improvements incorporated into the Land, such as the Structural Piles, is deemed “**Licensee Property**”).

WHEREAS, as more specifically provided in Section 5 below, this Agreement shall permit one or more sublicenses to Inwood Lot 9 Associates LIHTC LLC, a New York limited

liability company ("Lot 9 LIHTC LLC") to administer and implement the terms of this Agreement and all or part of Licensee's Foundation Work and obligations under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the prior recitals, which are incorporated by reference into this agreement, and the mutual promises, covenants, conditions, obligations and agreements hereinafter set forth, Licensors and Licensee agree as follows:

1. GRANT OF TEMPORARY LICENSE. Licensors hereby grants to Licensee and its agents, employees, contractors, and subcontractors ("Permitted Parties") a temporary, non-exclusive license to enter upon the Land, in accordance with the following terms and conditions:

a) Licensed Area; Foundation Work. All Foundation Work shall be performed as required by the DOB and in accordance with all applicable laws, rules, regulations, codes and directives of governmental entities having jurisdiction over the Foundation Work (the "Applicable Laws") and this Agreement, and the Licensee and Permitted Parties shall act in good faith to coordinate times for such Foundation Work to be performed, which will be reasonably convenient for the Parties. For the avoidance of doubt, Licensee and its Permitted Parties may immediately commence upon satisfaction of the Commencement Deliverables (as defined below) to Licensors. Licensors grants Licensee and Permitted Parties a license to install, maintain and/or remove the Foundation Work and/or Licensee Property on the Land in accordance with the Approved Plans. Licensee agrees that the Foundation Work on Licensors's Property will only be performed during the hours permitted by the DOB. Licensee further acknowledges that it will be solely responsible for all the expense of the installation, performance, maintenance and removal of all Foundation Work and equipment used during the implementation or removal of the Foundation Work. Licensee shall inspect the Licensee Property at reasonable intervals to ensure that the Licensee Property are properly maintained. Licensee shall promptly report to Licensors any material nonconformity in the Licensee Property.

b) License Term. Such License is temporary in nature and shall be effective as of the date hereof ("Effective Date") and shall expire on the earlier of (i) the date on which Licensee enters into a lease with Licensors for the Land, or (ii) in the event of Licensee's breach of this Agreement, after expiration of notice and cure periods, as applicable, and subsequent termination of the Agreement (the duration between the Effective Date and the expiration date of the License is referred to as the "License Term").

c) Revocation and Termination. The license provided by this Agreement may be revoked if Licensee fails to cure any material default (other than Life Safety Events, as defined below) within thirty (30) days after its receipt of written notice of default from Licensors. However, if any such material default is of a nature that it cannot be reasonably cured within thirty (30) days, Licensee shall be granted an additional ninety (90) calendar days (or such additional time as may be necessary to cure such default at Licensors's discretion) provided Licensee is diligently pursuing to cure such default. For the avoidance of doubt, the material defaults, include but are not limited to (i) Licensee's failure to comply with any material provision in this Agreement; (ii) the installation or maintenance by Licensee of any of the Licensee's Work in violation of this Agreement; (iii) Licensee permitting the insurance coverage required hereunder to lapse for any period of time; and (iv) any access by Licensee to the

Licensors Property which is not contemplated by this Agreement. The occurrence of a Life Safety Event shall require that a cure commence within 24 hours of notice of the Life Safety Event and the Licensee and Licensee Parties shall continue to expeditiously and diligently cure the Life Safety Event as promptly as feasible, provided that if the Life Safety Event is remedied or mitigated such that it is no longer a Life Safety Event, then the Licensee and Licensee Parties shall have the timeline provided for in the preceding sentences. A “Life Safety Event” is the existence of an immediate life safety issue with respect to occupants, invitees, or bystanders on the sidewalks of the Land, including but not limited to, a threat of personal injury.

d) Commencement Deliverables. The Licensee and its Permitted Parties may commence the Foundation Work on the earlier of delivering the following documents to Licensors:

(i) evidence of ACORD Certificates of Insurance for commercial property, general liability and excess liability insurance coverage, in compliance with Section 2.b) below, as applicable (“Minimum Insurance Requirements”); and

(ii) a payment and performance bond (“P&P Bond”) from Urban Atelier Group, the prime general construction contractor pursuing the Foundation Work, that shall name Licensors, as additional obligee and shall be issued by a reputable national insurer or surety having a Best’s financial strength/financial size category minimum rating of “A-VII” or better on a standard form and in substance and content reasonably satisfactory to Licensors; and

(iii) a copy of the executed contract between Licensee and Urban Atelier Group, as general contractor and recognized as a Permitted Party that will commence the Foundation Work; and

(iv) a copy of the DOB issued Foundation Permit, and the Approved Plans.

2. COVENANTS OF LICENSEE.

a) Licensee’s Expenses. In addition to all other costs set forth in this Agreement, Licensee shall, at its sole expense, apply for all applicable municipal and governmental approvals, licenses, permits and certificates required in connection with the performance of the Foundation Work and cause same to be performed in compliance with all Applicable Laws.

b) Insurance. Licensee shall maintain or cause any of the Permitted Parties accessing the Licensors’s Property to maintain liability insurance naming Licensors and its fee mortgagee(s) and management and leasing and development agents as additional insureds or loss payees (“Additional Insureds”) on each policy maintained by Licensee or its Permitted Parties. Licensee shall maintain or cause any of the Permitted Parties accessing the Licensors’s Property to maintain in full force and effect at all times, at its or such Permitted Parties’ sole cost and expense, current policies commercial general liability coverage in order to protect against

claims brought by members of the public for bodily injury and/or damage of property and alleged to have arisen out of the Licensee's Property and operations performed in connection with the Foundation Work.

(i) Licensee shall maintain: commercial general liability and property damage insurance covering all operations on Licensors's property on a CG0001 occurrence form or its equivalent including contractual liability coverage, independent contractors coverage, products and completed operations coverage under which Licensee Party is named as the insured and the Additional Insureds are named as additional insureds on a primary and noncontributory basis with limits not less than \$1,000,000 each occurrence, \$1,000,000 personal injury, \$1,000,000 products/completed operations aggregate, \$2,000,000 general aggregate, commercial umbrella liability excess liability coverage of all of the primary coverages in a minimum limit of \$10,000,000 or in each case the limits carried by Licensee Party, whichever is greater.

(ii) As for Licensee's prime contractor(s) that is/are pursuing the Foundation Work:

- (A) commercial general liability and property damage insurance covering operations on Licensors's property on a CG0001 occurrence form or its equivalent including contractual liability coverage, independent contractors coverage, products and completed operations coverage under which Licensee is named as the insured and the Additional Insured are named as additional insureds on a primary and noncontributory basis with limits not less than \$1,000,000 each occurrence, \$1,000,000 personal injury, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate, or in each case the limits carried by Licensee Party, whichever is greater;
- (B) workers compensation insurance at statutory limits as required by the laws of the State of New York including Employer's Liability;
- (C) umbrella/Excess Liability insurance coverage excess of the General Liability, and Auto Liability meeting the same requirements as the underlying coverage with minimum limits of \$10,000,000 each occurrence and in the aggregate, or the limits carried, whichever are greater, and umbrella/excess insurance shall be specifically endorsed to provide that such limits are primary and non-contributory to any insurance of the Additional Insured.

Each such policy of insurance obtained by Licensee shall contain a waiver of subrogation or consent to a waiver of right of recovery, whereby the insurer agrees that it will not make any claim against or seek to recover from the Additional Insured, for any loss, damage or claim whether or not covered under such policy. In the event the Licensee or Licensee's contractors are carrying coverage amounts that are greater than the minimum required amounts herein, the Additional Insureds shall receive the benefit of the higher policy coverage amounts.

All insurance required to be carried by the Licensee and Permitted Parties pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by insurers permitted to do business in the State of New York, and rated in Best's Insurance Guide, as having a general policyholder rating of "A-" and a financial rating of at least "VII". All Deductibles and Self Insured Retentions must be disclosed on the Certificates. Self-insured retentions or deductibles over \$50,000 must be pre-approved by Licensors in writing. Any deductible or Self-Insured Retentions under the Licensee Parties' insurance applicable to "additional insured" coverage required by this Agreement will be paid for by the Licensee, or otherwise be payable by parties named as additional insureds pursuant to this Agreement. In the event of noncompliance with any of these requirements, the Licensee Parties shall be obligated to immediately pay, upon Licensors' demand, any Deductibles or Self-Insured Retentions required by the Licensee Parties' insurers.

Certificates of Insurance along with the required endorsements (or complete policies upon Licensors' request) evidencing that the above requirements have been met must be issued and delivered to Licensors prior to use of Licensors' Property under this Agreement. Certificates of Insurance are not acceptable in lieu of the required endorsements or policy provisions. Ten (10) days prior to the expiration, cancellation or termination of any insurance policies required pursuant to the terms of this Agreement, Licensee Parties shall provide Licensors with new certificates of insurance, with additional insured endorsements and waivers of subrogation, as proof that each of the Licensee Parties have maintained the insurance coverage required pursuant to this Agreement. The Licensee Parties shall, upon written request by Licensors, provide Licensors with certificates of insurance evidencing the coverage for any of Licensee Party's subcontractors performing Foundation Work. Licensee shall provide Licensors with prompt notice of any early cancellation or termination of any of the required policies.

3. INDEMNIFICATION.

a) Primary Indemnification. Licensee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Licensors and all Licensors' Additional Insureds, as well as Tenant and each of their affiliates, successors, assigns, subsidiaries, officers, directors, members, principals and employees and agents (together the "Protected Parties") from and against all costs, expenses, liabilities, claims, judgments, liens, litigation, penalties, damages, costs and fees (including reasonable engineering fees and attorneys' fees) in connection with personal injury or death, property damage (other than as contemplated in the Foundation Work and Approved Plans), and/or liens, fines or violations to the Licensors' Property caused by Foundation Work or to any third-party to the extent caused by Licensee's or Permitted Parties' construction activities at the Licensee's Property and the License to access the Licensors' Property being granted herein ("Exposure"). Licensors agrees to use its reasonable efforts to cooperate fully with Licensee and its counsel in the defense of any such Exposure at Licensee's sole cost and expense. Licensors shall give notice to Licensee of any Exposure, within ten (10) calendar days of Licensors' knowledge thereof. Licensee is not obligated to indemnify, defend or hold Licensors or any other Additional Insured harmless from and against that portion or proportion of any Exposure which is caused by the gross negligence or willful misconduct of Licensors or such other Additional Insured or any person or entity for whom Licensors or such other Additional Insured is responsible.

b) Secondary Indemnification in favor of Licensors. In addition to, but not in duplication of the indemnification, defense and hold harmless obligations of Licensee to Licensors set forth in subsection (a) above, the Tenant shall, in the event the above obligations are not sufficient to cover an Exposure to the Licensors and/or Licensors' Protected Parties, indemnify, defend and hold harmless Licensors and all Licensors' Additional Insureds, and each of their affiliates, successors, assigns, subsidiaries, officers, directors, members, principals and employees and agents (together the "Protected Parties") from and against all costs, expenses, liabilities, claims, judgments, liens, litigation, penalties, damages, costs and fees (including reasonable engineering fees and attorneys' fees) in connection with personal injury or death, property damage (other than as contemplated in the Foundation Work and Approved Plans), and/or liens, fines or violations to the Licensors' Property caused by Foundation Work or to any third-party to the extent caused by Tenant or by Licensee's or Permitted Parties' construction activities at the Licensee's Property and the License to access the Licensors' Property being granted herein ("Exposure"). Licensors agree to use its reasonable efforts to cooperate fully with Tenant and its counsel in the defense of any such Exposure at Licensee's sole cost and expense. Licensors shall give notice to Licensee of any Exposure, within ten (10) calendar days of Licensors' knowledge thereof. Licensee is not obligated to indemnify, defend or hold Licensors or any other Additional Insured harmless from and against that portion or proportion of any Exposure which is caused by the gross negligence or willful misconduct of Licensors or such other Additional Insured or any person or entity for whom Licensors or such other Additional Insured is responsible.

b) Mechanics Liens and Violations. Licensee shall remove or bond any mechanic's lien or violation filed against Licensors' Property caused by the Foundation Work within thirty (30) days of Licensors' notice to Licensee of the filing of such mechanic's lien, or such longer period if such lien or violation cannot be removed or bonded within such thirty (30) days, provided Licensee has commenced removal or bonding of same and is diligently prosecuting same to completion.

4. OWNERSHIP OF LICENSEE PROPERTY. Tenant and Licensors covenant and consent that pursuant to the terms of this Agreement, the Licensee shall have the beneficial ownership of the Licensee Property for all purposes (including, federal income tax purposes) and shall have all rights related thereto including, but not limited to, the right to claim depreciation deductions with respect to any depreciable property comprising a part of the Licensee Property, the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Licensee Property, the right to receive all proceeds from the Licensee Property, including from rents and other moneys from mortgages, pledges, sales, or other dispositions of the Licensee Property. Tenant shall have no ownership interest with respect to the Licensee Property, and consents to the execution of this Agreement.

5. SUB-LICENSE/ASSIGNMENT. Licensee may not assign or transfer this Agreement in whole or in part or any interest therein without the prior written consent of Licensors, except as provided in the following sentence. The Licensee may grant a sublicense, or other right of occupancy of a portion of Licensee Property to Lot 9 LIHTC LLC, on non-exclusive terms and allow for simultaneous access by Lot 9 LIHTC LLC and its agents, employees, contractors, and subcontractors ("Sub-License Permitted Parties"), provided they are in compliance with the insurance requirements under this Agreement and any further

requirements under a written sublicense (“Foundation Work Sublicense”). The form of Foundation Work Sublicense shall be on substantially the form as provided in this Agreement, as adjusted to allocate the divisions of responsibilities. Licensee shall promptly provide Licensor with a copy of the executed Foundation Work Sublicense, together with any an amended or new certificates of insurance listing each Lot 9 LIHTC LLC and/or Sub-License Permitted Parties as a named insured or additional insured and certificates of insurance evidencing the required coverages to Licensor as required in Section 2 of this Agreement.

6. NOTICES. All notices, demands, requests or other communications which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when sent by certified mail, postage paid, return receipt requested, or by overnight nationwide commercial courier service addressed to the Parties below, with a copy of such notice email to the email addresses of the Parties below, unless otherwise specified.

If to Licensor:

421 Seventh Avenue, 15th Floor
New York, New York 10001
Attn: Ed Balazs

With copies to:

Law Offices of John L. Hughes, Esq.
421 Seventh Avenue, 14th Floor
New York, New York 10001
Attn: Ira Checkla, Esq.

and by email to
iracheckla@gmail.com

and by email to ebalazs@aagmgmt.com and
[To reports@aagmgmt.com](mailto:reports@aagmgmt.com)

If to Licensee:

Taconic Investment Partners
111 Eight Avenue, Suite 1500
New York, New York 10011
Attn: Christopher Balestra

With a copy to

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

If to Tenant:

Taconic Investment Partners
111 Eight Avenue, Suite 1500
New York, New York 10011
Attn: Christopher Balestra

With a copy to:

Taconic Investment Partners
111 Eight Avenue, Suite 1500
New York, New York 10011
Attn: Andy Zlotnick, Esq.

or at such other address as the party to be given notice may have furnished in writing to the party seeking to give such notice. Mailed notices shall not be deemed given or served until three (3) business days after the date of mailing thereof and notices delivered by overnight nationwide commercial courier service shall be deemed given or served one (1) business day after the date of delivery thereof to said courier.

7. MISCELLANEOUS.

a) Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all previous communications, whether oral or written, between the Parties hereto. No modification or waiver of the terms and conditions of this Agreement shall be binding upon Licensor or Licensee unless approved in writing by an authorized representative of Licensor and Licensee.

b) Costs of Enforcement. Licensee agrees that if Licensee fails to fulfil any of its obligations pursuant to this Agreement, then Licensee will reimburse the Licensor for the costs and expenses (including legal fees) incurred by such holder to enforce its rights pursuant to any rights, benefits and/or remedies under this Agreement.

c) Authority. The Parties represent that they are authorized to enter into this Agreement. Licensor, Licensee and Tenant represent that their authority or ability to enter into this Agreement is not conditioned upon or restricted by any requirement that they obtain the consent of any of their respective lenders or any other third party. Licensor represents that it will notify any prospective purchasers of the Licensor's Property of this Agreement and the terms and obligations contained herein.

d) Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New York.

e) Venue and Jurisdiction. The Parties hereby agree that any dispute hereunder shall be subject to the jurisdiction of the Supreme Court of the State of New York and that the venue shall be in New York County.

f) No Waiver. The failure by either party to enforce its rights under this Agreement on any occasion shall not operate as or be deemed to be a waiver of any future endorsement or exercise of such rights.

g) Successors and Assigns. This Agreement shall be binding upon Licensee and Licensor, and their respective heirs, legal representatives, successors and assigns.

h) No Interference. Licensor shall not remove or interfere with the Foundation Work installed by Licensee, pursuant to the terms of this Agreement, and promptly shall advise Licensee if Licensor becomes aware that the Foundation Work has been disturbed.

Licensor and Licensee generally shall cooperate with each other so that the measures anticipated by this Agreement can be implemented and maintained in a safe and secure manner.

i) Cooperation. Licensor and Tenant shall cooperate with Licensee in obtaining any permits and approvals for the Foundation Work by signing all forms, electronic filings and applications required by DOB, including but not limited to PW-1 and PW-3 documents, New York City Landmark Preservation Commission and/or the Department of Transportation. Licensor's granting of the License herein shall not be deemed to be an opinion, statement, representation, acknowledgment or agreement as to the legality adequacy, sufficiency, correctness or compliance with applicable laws and regulations, including, without limitation, the Americans with Disabilities Act (42 U.S.C.A. sec. 12101 et seq.), and Licensee shall be solely responsible therefor. Regardless of Licensor's execution of documents or other cooperation, Licensee shall have full responsibility for obtaining and maintaining the required governmental permits, licenses, approvals and consents for the Licensee's Work and complying with all Laws. Licensor makes no representations as to the condition of the Licensor's Property or its fitness for Licensee's purposes.

j) Complaints. So long as Licensee has complied with the terms and conditions of this Agreement, Licensor shall not oppose the performance of the Foundation Work, and shall not make any complaint to the DOB (but no assurance or promise is made with respect to any of the tenants, invitees or guests of Licensor), except in the case of an emergency or a violation of Applicable Law, without first contacting Licensee and trying to resolve the complaint with Licensee, provided that Licensee responds to Licensor in writing and (i) resolves the complaint within ten (10) business days or (ii) if the complaint cannot be completely resolved within ten (10) business days, Licensee commences with due diligence and in good faith proceeds to resolve the complaint within ten (10) business days and, in any event, resolves the complaint within ten (10) calendar days.

k) No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

l) Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and not intended to be a part of or to effect the meaning or interpretations of this Agreement.

m) Construction. In the event of an ambiguity or question of intent or interpretation, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

n) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signatures shall be deemed originals. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and

any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

o) Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives at of the day and year first above written

LICENSOR:

WEST 207 GROCERY OWNERS, LLC

a New York limited liability company

By: _____

Name: Arnold Gumowitz

Title: Manager

LICENSEE:

INWOOD LOT 9 DEVELOPMENT ASSOCIATES LLC

a New York limited liability company

By: _____

Name: Charles R. Bendit

Title: Authorized Signatory

CONSENTED TO BY TENANT:

INWOOD LOT 9 ASSOCIATES LLC

a Delaware limited liability company

By: _____

Name: Charles R. Bendit

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives at of the day and year first above written

LICENSOR:

WEST 207 GROCERY OWNERS, LLC
a New York limited liability company

By: _____
Name: Arnold Gumowitz
Title: Manager

LICENSEE:

INWOOD LOT 9 DEVELOPMENT ASSOCIATES LLC
a New York limited liability company

By: Charles Bendit
Name: Charles R. Bendit
Title: Authorized Signatory

CONSENTED TO BY TENANT:
INWOOD LOT 9 ASSOCIATES LLC
a Delaware limited liability company

By: Charles Bendit
Name: Charles R. Bendit
Title: Authorized Signatory

Attachment D

Attachment D

Section IV. New Requestor Volunteer Certification

Statement describing why the Requestor should be considered a Volunteer:

In accordance with the definitions outlined in ECL § 27-1405(1), Inwood Lot 9 Development Associates LLC, the new Requestor, is considered a Volunteer, as its liability arises solely as a result of its ownership or operation of or involvement with the site ***subsequent*** to the disposal of contaminants, and it exercises and will exercise appropriate care with respect to contamination found at the facility by taking reasonable steps to stop any continuing release; prevent any threatened future release; and prevent or limited human, environmental, or natural resource exposure to any previously released contamination.

In accordance with the definitions outlined in ECL § 27-1405(1), Inwood Lot 9 Associates LIHTC LLC, the new Requestor, is considered a Volunteer, as its liability arises solely as a result of its ownership or operation of or involvement with the site ***subsequent*** to the disposal of contaminants, and it exercises and will exercise appropriate care with respect to contamination found at the facility by taking reasonable steps to stop any continuing release; prevent any threatened future release; and prevent or limited human, environmental, or natural resource exposure to any previously released contamination.