Site Code: C336099

NEW YORK STATE | Department of Environmental Conservation

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

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

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☑ Amendment to modify the existing BCA (check one or more boxes below):

- ☑ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in name of applicant(s)

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

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

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

c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? ◉ Yes ○ No Submitted on: _____

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

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

☐ Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.

☐ Other (explain in detail below)

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

Requestors, The Green Housing Development Fund Company, Inc. ("HDFC) and Newburgh Green Apartments Limited Partnership ("LP"), desire to be added as volunteers to the BCA to facilitate low-income housing construction financing. Pursuant to a Declaration of Interest and Nominee agreement, the HDFC acquired bare legal title and the LP became the beneficial owner of the BCP site on July 23, 2026. The executed deeds are attached but the recorded deeds will not be available for several weeks.

SECTION I: CURRENT AGREEMENT INFORMATION *This section must be completed in full. Attach additional pages as necessary.*	
BCP SITE NAME: The Green	BCP SITE NUMBER: C336099
NAME OF CURRENT APPLICANT(S): The Kearney Realty & Development Group Inc.	
INDEX NUMBER OF AGREEMENT: C336099-05-25	DATE OF ORIGINAL AGREEMENT: 06/09/25
APPLICANT'S SIGNATORY: Sean Kearney	

SECTION II: NEW REQUESTOR INFORMATION *Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*		
NAME: NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP		
ADDRESS: c/o The Kearney Realty & Development Group Inc., 57 Route 6, Suite 207		
CITY/TOWN: Baldwin Place, New York		ZIP CODE: 10505
PHONE: (845) 306-7705	EMAIL: skearney@kearneyrealtygroup.com	
REQUESTOR CONTACT: Sean Kearney		
ADDRESS: 57 Route 6, Suite 207		
CITY/TOWN: Baldwin Place, New York		ZIP CODE: 10505
PHONE: (845) 306-7705	EMAIL: skearney@kearneyrealtygroup.com	
REQUESTOR'S CONSULTANT: Gallagher Bassett Technical Services	CONTACT: Richard Hooker	
ADDRESS: 22 IBM Road		
CITY/TOWN: Poughkeepsie		ZIP CODE: 12601
PHONE: (845) 452-1658	EMAIL: richard_hooker@gbtpa.com	
REQUESTOR'S ATTORNEY: Schnapf LLC	CONTACT: Lawrence Schnapf	
ADDRESS: 55 East 87th Street		
CITY/TOWN: New York, New York		ZIP CODE: 10128
PHONE: (212) 876-3189	EMAIL: Larry@schnapflaw.com	

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

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

The LP is a newly-formed entity to facilitate low-income housing construction financing for the development. The LP shares common ownership with the current applicant.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*		
Owner listed below is: ◯ Existing Applicant ◉ New Applicant ◯ Non-Applicant		
OWNER'S NAME: The Green Housing Development Fund Company, Inc.		CONTACT: Kevin O'Connor
ADDRESS: c/o RUPCO, Inc, 289 Fair Street		
CITY/TOWN: Kingston, New York		ZIP CODE: 12401
PHONE: (845) 331-2140	EMAIL: koconnor@rupco.com	
OPERATOR:		CONTACT:
ADDRESS:		
CITY/TOWN:		ZIP CODE:
PHONE:	EMAIL:	

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION *Complete this section only if adding new requestor(s). Attach additional pages if necessary.*		
If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	◯	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	◯	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	◯	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	◯	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	◯	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	◯	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	◯	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	◯	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

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

○ PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	◉ VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: beneficial owner

	N/A	Y	N
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?	◉	○	○

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

BCP SITE NAME: The Green	BCP SITE NUMBER: C336099
NAME OF CURRENT APPLICANT(S): The Kearney Realty & Development Group, Inc.	
INDEX NUMBER OF AGREEMENT: C336099-05-25	DATE OF ORIGINAL AGREEMENT: 06/09/25
APPLICANT'S SIGNATORY: Sean Kearney	

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

NAME: The Green Housing Development Fund Company, Inc.		
ADDRESS: c/o RUPCO, Inc., 289 Fair Street		
CITY/TOWN: Kingston		ZIP CODE: 12401
PHONE: (845) 331-2140	EMAIL: koconnor@rupco.com	
REQUESTOR CONTACT: Kevin O'Connor		
ADDRESS: 289 Fair Street		
CITY/TOWN: KIngston		ZIP CODE: 12401
PHONE: (845) 331-2140	EMAIL: koconnor@rupco.com	
REQUESTOR'S CONSULTANT: Gallagher Bassett Technical Services	CONTACT: Richard Hooker	
ADDRESS: 22 IBM Road		
CITY/TOWN: Poughkeepsie		ZIP CODE: 12601
PHONE: (845) 452-1658	EMAIL: richard_hooker@gbtpa.com	
REQUESTOR'S ATTORNEY: Schnapf LLC	CONTACT: Lawrence Schnapf	
ADDRESS: 55 East 87th Street #8B		
CITY/TOWN: New York		ZIP CODE: 10128
PHONE: (212) 876-3189	EMAIL: Larry@schnapflaw.com	

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

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

Requestor The Green Housing Development Fund Company, Inc. ("HDFC") s a not-for-profit corporation organized pursuant to the Private Housing Finance Law and the Not-for-Profit Corporation Law to facilitate affordable low-income construction financing, the HDFC was formed to hold bare legal title to the Property pursuant to a Declaration of Interest and Nominee Agreement.

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION *Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*		
Owner listed below is: ◯ Existing Applicant ◉ New Applicant ◯ Non-Applicant		
OWNER'S NAME: The Green Housing Development Fund Company, Inc.		CONTACT: Kevin O'Connor
ADDRESS: c/o RUPCO, Inc, 289 Fair Street		
CITY/TOWN: Kingston, New York		ZIP CODE: 12401
PHONE: (845) 331-2140	EMAIL: koconnor@rupco.com	
OPERATOR:		CONTACT:
ADDRESS:		
CITY/TOWN:		ZIP CODE:
PHONE:	EMAIL:	

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION *Complete this section only if adding new requestor(s). Attach additional pages if necessary.*		
If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	◯	◉
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	◯	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	◯	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	◯	◉
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	◯	◉
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	◯	◉
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	◯	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	◯	◉

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)	Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	○	◉
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

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

○ PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	◉ VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.**

	N/A	Y	N
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	○	◉	○

14. Requestor's relationship to the property (check all that apply):

☐ Prior Owner ☐ Current Owner ☐ Potential/Future Purchaser ☑ Other: beneficial owner

	N/A	Y	N
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?	◉	○	○

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS:

CITY/TOWN: ZIP CODE:

CURRENT PROPERTY INFORMATION | TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

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

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

CURRENT OWNER:	CONTACT NAME:		
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		
OWNERSHIP START DATE:			
CURRENT OPERATOR:	CONTACT NAME:		
PHONE:	EMAIL:		

REQUESTOR RELATIONSHIP TO NEW PROPERTY (*select from below)*

☐ PREVIOUS OWNER ☐ CURRENT OWNER ☐ POTENTIAL/FUTURE PURCHASER ☐ OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ◯ YES ◯ NO ◯ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

CURRENT OWNER:	CONTACT NAME:		
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	EMAIL:		
OWNERSHIP START DATE:			
CURRENT OPERATOR:	CONTACT NAME:		
PHONE:	EMAIL:		

REQUESTOR RELATIONSHIP TO NEW PROPERTY (*select from below)*

☐ PREVIOUS OWNER ☐ CURRENT OWNER ☐ POTENTIAL/FUTURE PURCHASER ☐ OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ◯ YES ◯ NO ◉ N/A

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

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

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

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	○	◉
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	○	○
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	○	○
4. Is the property upside down as defined below? **From ECL 27-1405(31):** "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	○	○
5. <u>For new tax parcels being added to the BCA through this amendment ONLY</u>: Are the parcels being added underutilized as defined below? **From 6 NYCRR 375-3.2(l) as of August 12, 2016** (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (l) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	○	○

6. Is the project and affordable housing project as defined below?

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

(a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.

(3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.

7. Is the project a planned renewable energy facility site as defined below?

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: The Green	BCP SITE NUMBER: C336099
NAME OF CURRENT APPLICANT(S): The Kearney Realty & Development Group Inc	
INDEX NUMBER OF AGREEMENT: C336099-09-25	DATE OF ORIGINAL AGREEMENT: 06/09/25

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 authorized signatory (title) of Newburgh Green Apartments Limited Partnership (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.

Sean Kearney Digitally signed by Sean Kearney Date: 2026.07.22 16:31:03 -04'00' signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/22/2026 Signature: Sean Kearney Digitally signed by Sean Kearney Date: 2026.07.22 16:31:39 -04'00'

Print Name: Sean Kearney

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)

The Kearney Realty & Development Group Inc.

I hereby affirm that I am authorized signatory (title) of _____ (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. Sean Kearney's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 07/22/2026 Signature: Sean Kearney Digitally signed by Sean Kearney Date: 2026.07.22 16:46:22 -04'00'

Print Name: Sean Kearney

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: 06/09/25

Signature by the Department:

DATED: 10/9/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Janet E. Brown

Janet E. Brown, Assistant Director
Division of Environmental Remediation

Site Code: C336099

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: The Green	BCP SITE NUMBER: C336099
NAME OF CURRENT APPLICANT(S): The Kearney Realty & Development Group, Inc	
INDEX NUMBER OF AGREEMENT: C336099-09-24	DATE OF ORIGINAL AGREEMENT: 06/09/25

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

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

Date: 7/23/26 Signature: _____

Print Name: Kevin O'Connor

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:

  Chief, Site Control Section
  New York State Department of Environmental Conservation
  Division of Environmental Remediation
  625 Broadway, 12th Floor
  Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.

UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER AND THE
BOARD OF DIRECTORS
OF
THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.

Reference is hereby made to Exhibit A attached hereto and made a part hereof (the "Transactions Description"). All definitions not otherwise defined herein shall have the meaning set forth on the Transactions Description.

As of this 30th day of July, 2026, the sole member and the Board of Directors of The Green Housing Development Fund Company, Inc. ("HDFC") hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for such purpose:

RESOLVED, that (i) the HDFC and (ii) all affiliates of which the HDFC holds a direct or indirect interest are hereby authorized and empowered to enter into the applicable transactions more particularly described in the Transactions Description, including but not limited to the Property Transfer, the Development Activities, the Bond Loan, the Letter of Credit Provider, the SONYMA Insurance, the HFA Subsidy Loan, the HFA Additional Subsidy Loan, the HOME Loan, the Regulatory Agreement, the Brownfield Tax Credit Documents, the ILP Admission, the Guarantees, the SLIHC Transaction, the Master Lease, the Sales Tax Exemption, the PILOT Agreement, the Property Management Services, the Construction Services and the Architectural Services (collectively, the "Transactions"); and it is

FURTHER RESOLVED, that (i) HDFC and (ii) all affiliates of which HDFC holds a direct or indirect interest are hereby authorized and empowered to execute and deliver any and all documents necessary to consummate the Transactions and any and all amendments, modifications or extensions thereto (collectively, the "Transaction Documents"), and that Kevin O'Connor and Tim Allred, as President and Vice President, respectively, of the HDFC (each an "Authorized Signatory") are authorized to act on behalf of the HDFC and all affiliates of which the HDFC holds a direct or indirect interest, as applicable, to execute and deliver such Transaction Documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Transactions, which documents may contain such terms, provisions, conditions, stipulations and agreements as the Authorized Signatory may deem proper and advisable; and it is

FURTHER RESOLVED, that (i) the HDFC and (ii) all affiliates of which the HDFC holds a direct or indirect interest are hereby authorized and empowered to enter into any additional subordinate financing with respect to the development of the Project (as defined in the Transactions Description) ("Subordinate Financing") and to execute and deliver any and all documents necessary to consummate the Subordinate Financing and any and all amendments, modifications or extensions thereto (collectively, the "Subordinate Financing Documents"), and that each Authorized Signatory is authorized to act on behalf of the HDFC and all affiliates of which the HDFC holds a direct or indirect interest, as applicable, to execute and deliver such

Subordinate Financing Documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Subordinate Financing, which documents may contain such terms, provisions, conditions, stipulations and agreements as such Authorized Signatory may deem proper and advisable; and it is

FURTHER RESOLVED, that in addition to and without limiting the generality of the foregoing resolutions with respect to the foregoing, each Authorized Signatory is authorized and directed to take such further action in connection with said transactions and to execute and deliver such instruments as such Authorized Signatory, with advice of counsel may deem appropriate to carry out the foregoing resolutions; and the taking of such action or execution of such instruments shall be deemed conclusive evidence of the determination of such Authorized Signatory that such action or execution was appropriate and in the best interest of the HDFC and all affiliates of which the HDFC holds a direct or indirect interest, as applicable; and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of the HDFC and all affiliates of which holds a direct or indirect interest, as applicable prior to the adoption of these resolutions with respect to the financing of the Project and all matters related thereto, are hereby ratified, confirmed and approved.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

KEVIN O'CONNOR

TIM ALLRED

FREDDIMIR GARCIA

SOLE MEMBER:

RUPCO, INC.

By:
Name: Kevin O'Connor
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

KEVIN O'CONNOR

TIM ALLRED

FREDDIMIR GARCIA

EXHIBIT A

TRANSACTIONS DESCRIPTION

AUTHORIZED TRANSACTIONS FOR THE DEVELOPMENT OF THE

THE GREEN PROJECT

Factual Description: The Kearney Realty & Development Group Inc., a New York corporation ("Sponsor") is the developer of one hundred twenty-two (122) residential apartment units and four (4) commercial/retail spaces within two (2) new construction buildings to be located at 140 & 146 Montgomery Street and 137 Smith Street in the City of Newburgh, Orange County, State of New York and commonly known as The Green (the "Project"). Newburgh Green Apartments Limited Partnership, a New York limited partnership (the "Partnership") has been formed to hold the beneficial ownership of the Project and The Green Housing Development Fund Company, Inc., a New York housing development fund corporation (the "HDFC") has been formed to hold record title to the Project, as nominee for the Partnership. The Green Associates MGP, LLC, a New York limited liability company (the "Managing General Partner") is the managing general partner of the Partnership and The Green SLIHC Corp., a New York corporation ("Special Limited Partner") is the special limited partner of the Partnership. The HDFC is the co-general partner of the Partnership. The Sponsor, Ken Kearney and Sean Kearney (collectively, the "Guarantor") will guaranty Project funding. In connection with the development of the Project, it is anticipated that the Sponsor, Partnership, the Managing General Partner, the Special Limited Partner, the HDFC and the Guarantor (collectively, the "Participants"), as applicable, will enter into a series of transactions described as follows:

Transaction 1 – The HDFC shall acquire a fee title interest to the Project and the underlying land and the HDFC shall transfer the beneficial interest to the Project and the underlying land to the Partnership pursuant to a Declaration of Interest and Nominee Agreement (the "Declaration") entered into between the HDFC and the Partnership, leaving the HDFC with a bare legal title interest in the Project and underlying land (collectively, the "Property Transfer").

Transaction 2 – One or more of the Participants will be required to engage in various development activities and enter into various transaction documents in connection with the Development of the Project (the "Development Activities").

Transaction 3 – The Partnership shall borrow proceeds of tax exempt affordable housing revenue bonds (the "Bonds") in the principal amount of approximately $31,085,000 issued by the New York State Housing Finance Agency ("HFA") to facilitate the construction of the Project, which shall be redeemed to an approximate amount of $10,840,000 at conversion (the "Bond Loan"). The Bond Loan shall be secured by, among other security instruments, a mortgage on the Project given by both the Partnership and the HDFC to HFA and will be further memorialized by a note, guarantees by Guarantor, indemnities, and any and all other loan documents to be entered into in order to induce HFA to provide the Bond Loan.

Transaction 4 – The Bonds shall be credit enhanced during construction by a letter of credit (the "Letter of Credit") issued by TD Bank, N.A. (the "Letter of Credit Provider"). The Letter of Credit may be memorialized by guaranty agreements, a letter of credit reimbursement agreement, servicing and release agreement, indemnities, pledges, assignments, and any and all other

documents to be entered into in order to induce Letter of Credit of Credit Provider to issue the Letter of Credit.

Transaction 5 – The Bonds shall be credit enhanced following the release of the Letter of Credit by mortgage insurance provided by the State of New York Mortgage Agency ("SONYMA") pursuant to a commitment to insure provided to the Partnership (the "SONYMA Insurance").

Transaction 6 – The Partnership shall borrow proceeds of a construction/permanent loan made by HFA in the aggregate principal amount of approximately $21,190,000 through its (a) New Construction Program in the principal amount of $14,740,000, of which $13,466,407 is anticipated to be available during construction (the "NCP Loan"); (b) Community Investment Fund program in the principal amount of $2,000,000], of which $1,900,000 is anticipated to be available during construction (the "CIF Loan"); and (c) Middle Income Housing Program in the principal amount of $1,950,000, of which $1,852,500 is anticipated to be available during construction (the "MIHP Loan" and together with the NCP Loan and the CIF Loan, the "HFA Subsidy Loan"). The HFA Subsidy Loan shall be secured by, among other security instruments, subordinate mortgages on the Project given by the Partnership and HDFC to HFA and may be further memorialized by a note or notes, assignments, indemnities, guarantees, and any and all other documents to be entered into in order to induce HFA to make the HFA Subsidy Loan.

Transaction 7 – The Partnership shall borrow proceeds of a construction/permanent loan made by HFA in the principal amount of $2,500,000, made available through the Empire State Development Corporation's Mid-Hudson Momentum Fund program (the "HFA Additional Subsidy Loan"). The HFA Additional Subsidy Loan shall be secured by, among other security instruments, subordinate mortgages on the Project given by the Partnership and HDFC to HFA and may be further memorialized by a note or notes, assignments, indemnities, guarantees, and any and all other documents to be entered into in order to induce HFA to make the HFA Additional Subsidy Loan.

Transaction 8 – The Partnership shall borrow proceeds of a construction/permanent loan made by Orange County (the "County") through its HOME Investment Partnerships Program in the principal amount of approximately $250,000 (the "HOME Loan"). The HOME Loan shall be secured by, among other security instruments, one or more mortgages on the Project given by both the Partnership and the HDFC and may be further memorialized by one or more promissory notes, regulatory agreements, HOME written agreement, building and project loan contract and any and all other agreements, documents, certificates, instruments and any amendments, modifications and/or restatements thereto, entered into in order to induce the County to make the HOME Loan.

Transaction 9 – The Partnership and the HDFC shall execute and deliver to HFA and New York State Division of Housing and Community Renewal ("DHCR") a regulatory agreement in connection with the federal low-income housing tax credits and the New York State low-income housing tax credits (the "Regulatory Agreement").

Transaction 10 – The Participants shall execute and deliver any and all documents in connection with the brownfield redevelopment tax credits, including, but not limited to, any required guaranty

agreements and/or amendments to Brownfield Cleanup Agreement (collectively, the "Brownfield Tax Credit Documents").

Transaction 11 – To facilitate the syndication of the federal low income housing tax credits and state brownfield credits, the Partnership shall admit RJ MT Newburgh Green Apartments L.L.C., a Florida limited liability company, as an investor limited partner with a 99.99% interest (the "Investor Limited Partner") in accordance with a certain Amended and Restated Agreement of Limited Partnership of the Partnership (the "Partnership Agreement") among the Managing General Partner, the Co-General Partner, the Investor Limited Partner and the Special Limited Partner, and any and all documents to be entered into in connection with such admission including any required guaranty agreements by Guarantor (the "ILP Admission").

Transaction 12 – In order to induce the ILP Admission, the Guarantor will make various guarantees and pledges to the Investor Limited Partner in the Partnership Agreement and its attached exhibits (the "Guarantees").

Transaction 13 – To facilitate the purchase of New York State low-income housing tax credits by Four Eighty-One Corp., a Maine corporation ("SLIHC Purchaser") and the contribution of the proceeds to the Partnership, the Partnership shall admit the Special Limited Partner as a limited partner with a 0.001% interest in accordance with the Partnership Agreement, and RUPCO, Inc., the Special Limited Partner, the Sponsor and/or DHCR shall enter into any and all documents to be entered into with RUPCO, Inc., the Special Limited Partner, the Sponsor and/or DHCR in connection with such admission including any transfer contract, purchase and sale agreement, and/or any required guaranty agreement(s) (the "SLIHC Transaction").

Transaction 14 – The Sponsor will enter into a master lease with the Partnership for the commercial space (the "Master Lease"). The Sponsor shall sublease the commercial space to various subtenants, as sublessees (the "Subleases"). The Subleases will be memorialized by one or more sublease agreement(s) and any and all other documents to be entered into in connection with the sublease of the commercial space.

Transaction 15 – The HDFC shall apply to New York State for a sales tax exemption in connection with the construction of the Project (the "Sales Tax Exemption").

Transaction 16 – The Partnership and the HDFC shall enter into a payment in lieu of taxes agreement with the City of Newburgh relating to the Project (the "PILOT Agreement").

Transaction 17 – The Partnership shall enter into a property management agreement and management plan and any other related documents including a management agreement addendum with the Sponsor for services related to the operation and management of the Project (the "Property Management Services").

Transaction 18 – The Partnership and the HDFC shall enter into certain construction contracts and any other related documents with Tern Construction & Development, LLC ("General Contractor") for general contracting services for the construction of the Project (the "Construction Services"). The General Contractor will enter into certain construction documents in connection with the Construction Services, including the construction contracts and any guarantees.

Transaction 19 – The Partnership shall enter into an architect's agreement and any other related documents with Coppola Associates for architectural services for the construction of the Project (the "Architectural Services").

[Remainder of Page Intentionally Left Blank]

UNANIMOUS WRITTEN CONSENT
OF THE
GENERAL PARTNERS
OF
NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP

Reference is hereby made to Exhibit A attached hereto and made a part hereof (the "Transactions Description"). All definitions not otherwise defined herein shall have the meaning set forth on the Transactions Description.

As of this 30th day of July, 2026, the undersigned, being all of the general partners of Newburgh Green Apartments Limited Partnership (the "Partnership") hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for such purpose:

RESOLVED, that (i) Partnership and (ii) all affiliates of which the Partnership holds a direct or indirect interest are hereby authorized and empowered to enter into the applicable transactions more particularly described in the Transactions Description, including but not limited to the Property Transfer, the Development Activities, the Bond Loan, the Letter of Credit Provider, the SONYMA Insurance, the HFA Subsidy Loan, the HFA Additional Subsidy Loan, the HOME Loan, the Regulatory Agreement, the Brownfield Tax Credit Documents, the ILP Admission, the Guarantees, the SLIHC Transaction, the Master Lease, the Sales Tax Exemption, the PILOT Agreement, the Property Management Services, the Construction Services and the Architectural Services (collectively, the "Transactions"); and it is

FURTHER RESOLVED, that (i) Partnership and (ii) all affiliates of which the Partnership holds a direct or indirect interest are hereby authorized and empowered to execute and deliver any and all documents necessary to consummate the Transactions and any and all amendments, modifications or extensions thereto (collectively, the "Transaction Documents"), and that Kenneth Kearney and Sean Kearney, each a manager of The Green Associates MGP, LLC, the managing general partner of the Partnership (each an "Authorized Signatory") are authorized to act on behalf of the Partnership and all affiliates of which the Partnership holds a direct or indirect interest, as applicable, to execute and deliver such Transaction Documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Transactions, which documents may contain such terms, provisions, conditions, stipulations and agreements as the Authorized Signatory may deem proper and advisable; and it is

FURTHER RESOLVED, that (i) the Partnership and (ii) all affiliates of which the Partnership holds a direct or indirect interest are hereby authorized and empowered to enter into any additional subordinate financing with respect to the development of the Project (as defined in the Transactions Description) ("Subordinate Financing") and to execute and deliver any and all documents necessary to consummate the Subordinate Financing and any and all amendments, modifications or extensions thereto (collectively, the "Subordinate Financing Documents"), and that each Authorized Signatory is authorized to act on behalf of the Partnership and all affiliates of which the Partnership holds a direct or indirect interest, as applicable, to execute and deliver

such Subordinate Financing Documents as such Authorized Signatory may deem proper and advisable in order to effectuate the Subordinate Financing, which documents may contain such terms, provisions, conditions, stipulations and agreements as such Authorized Signatory may deem proper and advisable; and it is

FURTHER RESOLVED, that in addition to and without limiting the generality of the foregoing resolutions with respect to the foregoing, each Authorized Signatory is authorized and directed to take such further action in connection with said transactions and to execute and deliver such instruments as such Authorized Signatory, with advice of counsel may deem appropriate to carry out the foregoing resolutions; and the taking of such action or execution of such instruments shall be deemed conclusive evidence of the determination of such Authorized Signatory that such action or execution was appropriate and in the best interest of the Partnership and all affiliates of which the Partnership holds a direct or indirect interest, as applicable; and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of the Partnership and all affiliates of which the Partnership holds a direct or indirect interest, as applicable prior to the adoption of these resolutions with respect to the financing of the Project and all matters related thereto, are hereby ratified, confirmed and approved.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

MANAGING GENERAL PARTNER:

THE GREEN ASSOCIATES MGP, LLC,
a New York limited liability company

By:_____
Kenneth Kearney, Manager

NON-MANAGING GENERAL PARTNER:

THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By:_____
Kevin O'Connor, President

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

MANAGING GENERAL PARTNER:

THE GREEN ASSOCIATES MGP, LLC,
a New York limited liability company

By:_____
Kenneth Kearney, Manager

NON-MANAGING GENERAL PARTNER:

THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By:_____
Kevin O'Connor, President

EXHIBIT A

TRANSACTIONS DESCRIPTION

AUTHORIZED TRANSACTIONS FOR THE DEVELOPMENT OF THE

THE GREEN PROJECT

Factual Description: The Kearney Realty & Development Group Inc., a New York corporation ("Sponsor") is the developer of one hundred twenty-two (122) residential apartment units and four (4) commercial/retail spaces within two (2) new construction buildings to be located at 140 & 146 Montgomery Street and 137 Smith Street in the City of Newburgh, Orange County, State of New York and commonly known as The Green (the "Project"). Newburgh Green Apartments Limited Partnership, a New York limited partnership (the "Partnership") has been formed to hold the beneficial ownership of the Project and The Green Housing Development Fund Company, Inc., a New York housing development fund corporation (the "HDFC") has been formed to hold record title to the Project, as nominee for the Partnership. The Green Associates MGP, LLC, a New York limited liability company (the "Managing General Partner") is the managing general partner of the Partnership and The Green SLIHC Corp., a New York corporation ("Special Limited Partner") is the special limited partner of the Partnership. The HDFC is the co-general partner of the Partnership. The Sponsor, Ken Kearney and Sean Kearney (collectively, the "Guarantor") will guaranty Project funding. In connection with the development of the Project, it is anticipated that the Sponsor, Partnership, the Managing General Partner, the Special Limited Partner, the HDFC and the Guarantor (collectively, the "Participants"), as applicable, will enter into a series of transactions described as follows:

Transaction 1 – The HDFC shall acquire a fee title interest to the Project and the underlying land and the HDFC shall transfer the beneficial interest to the Project and the underlying land to the Partnership pursuant to a Declaration of Interest and Nominee Agreement (the "Declaration") entered into between the HDFC and the Partnership, leaving the HDFC with a bare legal title interest in the Project and underlying land (collectively, the "Property Transfer").

Transaction 2 – One or more of the Participants will be required to engage in various development activities and enter into various transaction documents in connection with the Development of the Project (the "Development Activities").

Transaction 3 – The Partnership shall borrow proceeds of tax exempt affordable housing revenue bonds (the "Bonds") in the principal amount of approximately $31,085,000 issued by the New York State Housing Finance Agency ("HFA") to facilitate the construction of the Project, which shall be redeemed to an approximate amount of $10,840,000 at conversion (the "Bond Loan"). The Bond Loan shall be secured by, among other security instruments, a mortgage on the Project given by both the Partnership and the HDFC to HFA and will be further memorialized by a note, guarantees by Guarantor, indemnities, and any and all other loan documents to be entered into in order to induce HFA to provide the Bond Loan.

Transaction 4 – The Bonds shall be credit enhanced during construction by a letter of credit (the "Letter of Credit") issued by TD Bank, N.A. (the "Letter of Credit Provider"). The Letter of Credit may be memorialized by guaranty agreements, a letter of credit reimbursement agreement, servicing and release agreement, indemnities, pledges, assignments, and any and all other

documents to be entered into in order to induce Letter of Credit of Credit Provider to issue the Letter of Credit.

Transaction 5 – The Bonds shall be credit enhanced following the release of the Letter of Credit by mortgage insurance provided by the State of New York Mortgage Agency ("SONYMA") pursuant to a commitment to insure provided to the Partnership (the "SONYMA Insurance").

Transaction 6 – The Partnership shall borrow proceeds of a construction/permanent loan made by HFA in the aggregate principal amount of approximately $21,190,000 through its (a) New Construction Program in the principal amount of $14,740,000, of which $13,466,407 is anticipated to be available during construction (the "NCP Loan"); (b) Community Investment Fund program in the principal amount of $2,000,000], of which $1,900,000 is anticipated to be available during construction (the "CIF Loan"); and (c) Middle Income Housing Program in the principal amount of $1,950,000, of which $1,852,500 is anticipated to be available during construction (the "MIHP Loan" and together with the NCP Loan and the CIF Loan, the "HFA Subsidy Loan"). The HFA Subsidy Loan shall be secured by, among other security instruments, subordinate mortgages on the Project given by the Partnership and HDFC to HFA and may be further memorialized by a note or notes, assignments, indemnities, guarantees, and any and all other documents to be entered into in order to induce HFA to make the HFA Subsidy Loan.

Transaction 7 – The Partnership shall borrow proceeds of a construction/permanent loan made by HFA in the principal amount of $2,500,000, made available through the Empire State Development Corporation's Mid-Hudson Momentum Fund program (the "HFA Additional Subsidy Loan"). The HFA Additional Subsidy Loan shall be secured by, among other security instruments, subordinate mortgages on the Project given by the Partnership and HDFC to HFA and may be further memorialized by a note or notes, assignments, indemnities, guarantees, and any and all other documents to be entered into in order to induce HFA to make the HFA Additional Subsidy Loan.

Transaction 8 – The Partnership shall borrow proceeds of a construction/permanent loan made by Orange County (the "County") through its HOME Investment Partnerships Program in the principal amount of approximately $250,000 (the "HOME Loan"). The HOME Loan shall be secured by, among other security instruments, one or more mortgages on the Project given by both the Partnership and the HDFC and may be further memorialized by one or more promissory notes, regulatory agreements, HOME written agreement, building and project loan contract and any and all other agreements, documents, certificates, instruments and any amendments, modifications and/or restatements thereto, entered into in order to induce the County to make the HOME Loan.

Transaction 9 – The Partnership and the HDFC shall execute and deliver to HFA and New York State Division of Housing and Community Renewal ("DHCR") a regulatory agreement in connection with the federal low-income housing tax credits and the New York State low-income housing tax credits (the "Regulatory Agreement").

Transaction 10 – The Participants shall execute and deliver any and all documents in connection with the brownfield redevelopment tax credits, including, but not limited to, any required guaranty

agreements and/or amendments to Brownfield Cleanup Agreement (collectively, the "Brownfield Tax Credit Documents").

Transaction 11 – To facilitate the syndication of the federal low income housing tax credits and state brownfield credits, the Partnership shall admit RJ MT Newburgh Green Apartments L.L.C., a Florida limited liability company, as an investor limited partner with a 99.99% interest (the "Investor Limited Partner") in accordance with a certain Amended and Restated Agreement of Limited Partnership of the Partnership (the "Partnership Agreement") among the Managing General Partner, the Co-General Partner, the Investor Limited Partner and the Special Limited Partner, and any and all documents to be entered into in connection with such admission including any required guaranty agreements by Guarantor (the "ILP Admission").

Transaction 12 – In order to induce the ILP Admission, the Guarantor will make various guarantees and pledges to the Investor Limited Partner in the Partnership Agreement and its attached exhibits (the "Guarantees").

Transaction 13 – To facilitate the purchase of New York State low-income housing tax credits by Four Eighty-One Corp., a Maine corporation ("SLIHC Purchaser") and the contribution of the proceeds to the Partnership, the Partnership shall admit the Special Limited Partner as a limited partner with a 0.001% interest in accordance with the Partnership Agreement, and RUPCO, Inc., the Special Limited Partner, the Sponsor and/or DHCR shall enter into any and all documents to be entered into with RUPCO, Inc., the Special Limited Partner, the Sponsor and/or DHCR in connection with such admission including any transfer contract, purchase and sale agreement, and/or any required guaranty agreement(s) (the "SLIHC Transaction").

Transaction 14 – The Sponsor will enter into a master lease with the Partnership for the commercial space (the "Master Lease"). The Sponsor shall sublease the commercial space to various subtenants, as sublessees (the "Subleases"). The Subleases will be memorialized by one or more sublease agreement(s) and any and all other documents to be entered into in connection with the sublease of the commercial space.

Transaction 15 – The HDFC shall apply to New York State for a sales tax exemption in connection with the construction of the Project (the "Sales Tax Exemption").

Transaction 16 – The Partnership and the HDFC shall enter into a payment in lieu of taxes agreement with the City of Newburgh relating to the Project (the "PILOT Agreement").

Transaction 17 – The Partnership shall enter into a property management agreement and management plan and any other related documents including a management agreement addendum with the Sponsor for services related to the operation and management of the Project (the "Property Management Services").

Transaction 18 – The Partnership and the HDFC shall enter into certain construction contracts and any other related documents with Tern Construction & Development, LLC ("General Contractor") for general contracting services for the construction of the Project (the "Construction Services"). The General Contractor will enter into certain construction documents in connection with the Construction Services, including the construction contracts and any guarantees.

Transaction 19 – The Partnership shall enter into an architect's agreement and any other related documents with Coppola Associates for architectural services for the construction of the Project (the "Architectural Services").

[Remainder of Page Intentionally Left Blank]

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, 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:

Entity Name:	NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP
DOS ID Number:	7783441
Entity Type:	DOMESTIC LIMITED PARTNERSHIP
Entity Status:	EXISTING
Date of Initial Filing with DOS:	12/16/2025
Statement Status:	Not required

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

Document Type:	CERTIFICATE OF LIMITED PARTNERSHIP
Date of Filing:	12/16/2025
Entity Name:	NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	01/29/2026

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 07, 2026 at 03:20 P.M.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100010632253 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, 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:

Entity Name:	THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.
DOS ID Number:	7851923
Entity Type:	DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)
Entity Status:	EXISTING
Date of Initial Filing with DOS:	03/05/2026
Statement Status:	Not required

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

Document Type:	CERTIFICATE OF INCORPORATION
Date of Filing:	03/05/2026
Entity Name:	THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.

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 07, 2026 at 03:23 P.M.

WALTER T. MOSLEY
Secretary of State

BRENDAN C. HUGHES
Executive Deputy Secretary of State

Authentication Number: 100010632305 To Verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at http://ecorp.dos.ny.gov

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT ("Agreement") is made this 30th day of July, 2026, by and between THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having an address at c/o RUPCO, Inc., 289 Fair Street, Kingston, New York 12401 (the "HDFC"), and NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP, a New York limited partnership, having an address at, 57 Route 6, Suite 207, Baldwin Place, New York 10505 (the "Beneficial Owner").

W I T N E S S E T H:

WHEREAS, on or about the date hereof, a fee interest in the premises located at 137 Smith Street, 140 & 146 Montgomery Street in the City of Newburgh, County of Orange, State of New York and further described in Schedule A annexed hereto and made a part hereof (the "Property") is to be acquired by the HDFC pursuant to a bargain and sale deed from Newburgh Green Apartments Limited Partnership, to be recorded in the Office of the Orange County Clerk (collectively, the "Deed"), solely as nominal legal or record title holder on behalf of the Beneficial Owner, for the development on the Property of a residential rental project for persons and families of low-income known or to be known as The Green (the "Project") in accordance with Article XI; and

WHEREAS, TD Bank, N.A. (the "LOC Provider") has agreed to be the letter of credit provider on behalf of the New York State Housing Finance Agency for the Project to the Beneficial Owner (the "Bond Loan"); and

WHEREAS, a portion of the development of the Project will be financed by certain other loans made or to be made to the Beneficial Owner (collectively, the "Loans"); and

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

WHEREAS, the HDFC is authorized by its Board of Directors to acquire and hold legal or record title to the Property and the Project on behalf of and as nominee of the Beneficial Owner, and the Beneficial Owner shall possess the entire equitable and beneficial fee ownership of the Property and the Project; and

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

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

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

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

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

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

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

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the partners or members, as applicable, of the Beneficial Owner and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

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

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

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

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

(j) unconditional obligation to pay for all maintenance and operating costs in connection with the Property and the Project;

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

(l) unconditional and exclusive right to enter into and to grant any and all easements in connection with the development and operation of the Property;

(m) unconditional right to develop, lease, sell, operate and manage the Property and Project and the obligations to pay for all costs related thereto; and

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

2. The HDFC hereby agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Beneficial Owner to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Beneficial Owner, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Beneficial Owner with respect to the Property and the Project. The HDFC shall provide the Beneficial Owner with evidence of such notification reasonably satisfactory to the Beneficial Owner. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the Property and the Project as nominee of the Beneficial Owner. In addition thereto, it shall be in the sole and absolute discretion of the Beneficial Owner to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments or information as shall be reasonably requested by the Beneficial Owner in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from the ownership, management and operation of the Property.

4. The Beneficial Owner shall fully protect, defend, indemnify, and hold the HDFC, its officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Beneficial Owner or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to the Beneficial Owner's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) if applicable, the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

5. The HDFC shall hold any policy of insurance with respect to the Property and the Project, including all proceeds thereof, as nominee for the benefit of the Beneficial Owner. Upon receipt, the HDFC shall cause such proceeds to be immediately transferred to the Beneficial Owner or deposited into the Beneficial Owner's account. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC, as nominee for the benefit of the Beneficial Owner. The HDFC will make all reasonable efforts to ensure that all proceeds awarded by the governmental authority are paid directly to the Beneficial Owner. The HDFC shall make no settlement in respect of casualty or eminent domain without the express written consent of the Beneficial Owner;

6. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, in each instance, and at the Beneficial Owner's expense, (i) to execute and deliver to the Beneficial Owner a deed in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Property, (ii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with the Project and any other government agency which may confer benefits to the Project or Property, as applicable, and (iii) to execute and deliver to the

Beneficial Owner any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property.

7. The HDFC hereby unconditionally and unequivocally constitutes and appoints the Beneficial Owner to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the deed and any other documents or instruments required to convey the Property on behalf of the HDFC, (ii) any certificate sale documents, as applicable, and (iii) any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property (items (i) – (iii) collectively referred to herein as the "Operational Documents") in the name, place and stead of the HDFC with the same force and effect as if the Operational Documents were executed and/or recorded by the HDFC. This power of attorney to act shall be effective if the Beneficial Owner has requested that the HDFC execute and deliver such document or instrument and the HDFC has failed to do so. The parties agree that the HDFC's failure to comply with the provisions of this Section shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section.

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

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

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

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

(d) Unless specifically authorized by the Beneficial Owner, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, the Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property, the Project and/or any

part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall, at the Beneficial Owner's request and at the Beneficial Owner's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project;

(g) The HDFC and the Beneficial Owner each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement; and

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

9. Miscellaneous Provisions.

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

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

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

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

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

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

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

(h) Nothing in this Agreement shall confer any rights upon any person other than the Beneficial Owner and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of the Beneficial Owner and the HDFC hereunder.

(i) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, as defined below, the HDFC shall have the right to enter the Property and the Project and to take such actions with respect to the Property and the Project as may be necessary to cure the default as agent for, and on behalf of, the Beneficial Owner, provided that neither the Beneficial Owner nor any party providing financing to the Project is diligently acting to cure such default. For purposes of this subsection, "Government Financing Document" shall mean any city, county, state or federal mortgage, regulatory agreement or financing commitment.

(j) The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of RJ MT Newburgh Green Apartments L.L.C., as partner or member of the Beneficial Owner.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.*]

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

THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: _____
Name: Kevin O'Connor
Title: President

NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP,
a New York limited partnership

By: The Green Associates MGP, LLC,
Its Managing General Partner

By: _____
Name: Kenneth Kearney
Title: Manager

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

THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC.,
a New York not-for-profit corporation

By: _____
Name: Kevin O'Connor
Title: President

NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP,
a New York limited partnership

By: The Green Associates MGP, LLC,
Its Managing General Partner

By: _____
Name: Kenneth Kearney
Title: Manager

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

On the 15 day of July, 2026, before me, the undersigned, a Notary Public in and or said State, personally appeared Kevin O'Connor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

PATRICIA ANN THURSTON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TH6120397
Qualified in Ulster County
Commission Expires December 20, 2028

Notary Public
Commission Expires: 12-20-28

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

On the _____ day of _____, 2026, before me, the undersigned, a Notary Public in and or said State, personally appeared Kenneth Kearney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

_____
Notary Public
Commission Expires:

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

On the _____ day of _____, 2026, before me, the undersigned, a Notary Public in and or said State, personally appeared Kevin O'Connor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

_____
Notary Public
Commission Expires:

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

On the 16 day of July, 2026, before me, the undersigned, a Notary Public in and or said State, personally appeared Kenneth Kearney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Alx Baranowski
Notary Public
Commission Expires: May 16, 2029

ALEXANDRA SKYE BARANOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA0037465
Qualified in Putnam County
Commission Expires May 16, 2029

SCHEDULE A

PARCEL 1 (Section 12 Block 4 Lot 4.1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 4.1 on the Official Tax Map of the City of Newburgh, as said Tax Map existed on February 12, 2009.

PARCEL 2 (Section 12 Block 4 Lot 10)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 10, on the Official Tax Map of the City of Newburgh, as said Tax Map existed on October 18, 2010.

PARCEL 3 (Section 12 Block 4 Lot 2.1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 2.1, on the Official Tax Map of the City of Newburgh, as said Tax Map existed on October 18, 2010.

PERIMETER DESCRIPTION

ALL that certain plot, piece, or parcel of land being in the City of Newburgh, County of Orange, and State of New York, being bound and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of South Street with the easterly side of Montgomery Street;

RUNNING THENCE along said side of Montgomery Street North 02 degrees 26’ 50” West, 333.67 feet to a point being the southerly side of the former Barclay Street;

RUNNING THENCE still along said side of Montgomery Street North 06 degrees 04’ 19” West, 23.00 feet to the northerly side of former Barclay Street;

RUNNING THENCE along said side of former Barclay Street North 84 degrees 04’ 43” East, 130.00 feet to the westerly side of Smith Street;

RUNNING THENCE along said side of Smith Street South 05 degrees 09’ 22” East, 376.03 feet to the northerly side of South Street;

RUNNING THENCE along said side of South Street North 88 degrees 05’ 46” West, 146.50 feet to the easterly side of Montgomery Street, the point or place of BEGINNING.

Volunteer Statements for Newburgh Green LP and The Green HDFC

The Requestor, Newburgh Green Apartments Limited Partnership ("LP"), qualifies as a "volunteer" because all disposals of hazardous substances occurred prior to the time the LP acquired beneficial title to the BCP site on July 13, 2026 and the LP does not have any affiliation with any responsible party. After acquiring beneficial title, the LP has exercised appropriate care by ensuring the requirements of the BCP have been implemented by the current applicant. The LP's liability would arise solely as a result of its ownership or involvement with the redevelopment of the BCP Site subsequent to the disposal of hazardous substances and contaminants. As such, the LP qualifies as a Volunteer as defined in ECL 27-1405(1)(b).

The Requestor, The Green Housing Development Fund Company, Inc. ("HDFC"), acquired bare legal title to the BCP Site on July 13, 2026. All disposals of hazardous substances have occurred prior to the date the HDFC acquired bare legal title to the Site and the HDFC does not have any affiliation with any responsible party. After taking title, the HDFC has exercised appropriate care by ensuring the requirements of the BCP have been implemented by the current applicant. The HDFC's liability would arise solely as a result of its ownership or involvement with the redevelopment of the BCP Site subsequent to the disposal of hazardous substances and contaminants. As such, the HDFC qualifies as a Volunteer as defined in ECL 27-1405(1)(b).

The Green Housing Development Fund Company, Inc.
c/o RUPCO, Inc.
289 Fair Street
Kingston, New York 12401

July 23, 2026

Re: The Green
BCP #C336099 (the "Site")

To Whom it may concern,

This letter confirms that The Green Housing Development Fund Company, Inc. ("HDFC") grants access to The Kearney Realty & Development Group Inc. ("Kearney") and Newburgh Green Apartments Limited Partnership ("LP") to the above-referenced Site to implement any investigation and remediation required by the New York State Department of Environmental Conservation (NYSDEC) pursuant to the Brownfield Cleanup Program (BCP).

This letter also confirms that the HDFC agrees to record any environmental easement that may be required by NYSDEC under the BCP.

Sincerely,

THE GREEN HOUSING DEVELOPMENT
FUND COMPANY, INC.

By:_____
Name: Kevin O'Connor
Title: President

RECORD & RETURN TO:
Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn: Cheryl Sargent, Esq.

BARGAIN AND SALE DEED

THIS INDENTURE is made this 30th day of July, 2026, between **NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP**, a limited partnership, having its principal place of business at 57 Route 6, Suite 207, Baldwin Place, New York 10505 ("**Grantor**"), and

THE GREEN HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation organized pursuant to Article XI of the private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its principal office located at c/o Housing Action Counsel, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), as nominee for **NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP**, a New York limited partnership having a mailing address at, 57 Route 6, Suite 207, Baldwin Place, New York 10505 (the "Partnership"), (the HDFC and the Partnership collectively hereinafter referred to as the **"Grantee")**.

W I T N E S S E T H:

That Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant, grant and release unto Grantee, its heirs and successors and assigns, forever, all right, title and interest of Grantor in and to the following:

All that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, Orange County, State of New York, as more particularly described on Schedule "A" attached hereto and made a part hereof.

Being the same premises conveyed to the Grantor by Deed from The City of Newburgh dated July 30, 2026 and to be recorded immediately prior to the deed herein, and subject to covenants, conditions, easements and restrictions of record, if any, affecting said premises.

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises;

SUBJECT to all matters of public record including but not limited to all covenants, restrictions, easements and rights of way; and subject to all laws, statutes, codes, rules, regulations and ordinances;

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs and successors and assigns, forever

AND Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

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

THIS CONVEYANCE is made in the regular course of business of the Grantor herein and does not represent all or substantially all of the assets of said Grantor.

Remainder of Page Intentionally Left Blank
Signature Page Follows

IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP

By: The Green Associates MGP, LLC,
its Managing General Partner

By: _____
Kenneth Kearney, Manager

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

On the 16 day of July in the year 2026, before me, the undersigned, a Notary Public in and for said state, personally appeared KENNETH KEARNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ALEXANDRA SKYE BARANOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA0037465
Qualified in Putnam County
Commission Expires May 16, 2029

SCHEDULE "A"

Legal Description

PARCEL 1 (Section 12 Block 4 Lot 4.1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 4.1 on the Official Tax Map of the City of Newburgh, as said Tax Map existed on February 12, 2009.

PARCEL 2 (Section 12 Block 4 Lot 10)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 10, on the Official Tax Map of the City of Newburgh, as said Tax Map existed on October 18, 2010.

PARCEL 3 (Section 12 Block 4 Lot 2.1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 2.1, on the Official Tax Map of the City of Newburgh, as said Tax Map existed on October 18, 2010.

PERIMETER DESCRIPTION

ALL that certain plot, piece, or parcel of land being in the City of Newburgh, County of Orange, and State of New York, being bound and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of South Street with the easterly side of Montgomery Street;

RUNNING THENCE along said side of Montgomery Street North 02 degrees 26' 50" West, 333.67 feet to a point being the southerly side of the former Barclay Street;

RUNNING THENCE still along said side of Montgomery Street North 06 degrees 04' 19" West, 23.00 feet to the northerly side of former Barclay Street;

RUNNING THENCE along said side of former Barclay Street North 84 degrees 04' 43" East, 130.00 feet to the westerly side of Smith Street;

RUNNING THENCE along said side of Smith Street South 05 degrees 09' 22" East, 376.03 feet to the northerly side of South Street;

RUNNING THENCE along said side of South Street North 88 degrees 05' 46" West, 146.50 feet to the easterly side of Montgomery Street, the point or place of BEGINNING.

QUITCLAIM DEED

THIS INDENTURE, made the 8 day of July, 2026 between

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

NEWBURGH GREEN APARTMENTS LIMITED PARTNERSHIP, a New York limited partnership, having an address of 57 Route 6, Suite 207, Baldwin Place, New York 10505, party of the second part.

WITNESSETH, that the party of the first part, in consideration of $200,000.00 Paid by the party of the second part, does hereby remise, release and quitclaim 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 State of New York, County of Orange and City of Newburgh, known as 137 Smith Street, 140 & 146 Montgomery Street, in the City of Newburgh, being more accurately described as Section 12, Block 4, Lots 4.1, 10 and 2.1 on the Official Tax Map of The City of Newburgh, and being more particularly described in attached Scheule A made a part hereof;

SUBJECT TO all easements covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record, provided any covenants and restrictions that are not of record have been disclosed to the party of the second part prior to the recording of this deed, existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises described in the deed to the party of the first part herein dated February 12, 2009 recorded April 23, 2009 in Liber 12814 page 1203 (as to Parcel 1) and a portion of the same premises described in the deed to the party of the first part dated October 18, 2010 recorded October 28, 2010 in Liber 13076 page 1034 (as to Parcels 2 and 3).

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

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.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

IN PRESENCE OF

THE CITY OF NEWBURGH

By: _____
Jason Morris, Interim City Manager
Pursuant to Resolution Nos.: 249-2022, 199-2025 & 80-2026

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On the 8 day of July, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared, Jason Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jeremy Kaufman
Notary Public, State of New York
Registration No. 02KA6202389
Qualified in Dutchess County
Commission Expires: March 16, 20 29

_____
Notary Public - State of New York

Record and Return To:

Cannon Heyman & Weiss, LLP
54 State Street, 5th floor
Albany, New York 12207
Attn: Cheryl E. Sarjeant, Esq.

1766244.2

SCHEDULE A DESCRIPTION

PARCEL 1 (Section 12 Block 4 Lot 4.1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange. State of New York, known as Section 12, Block 4, Lot 4.1 on the Official Tax Map of the City of Newburgh, as said Tax Map existed on February 12, 2009.

PARCEL 2 (Section 12 Block 4 Lot 10)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 10, on the Official Tax Map of the City of Newburgh, as said Tax Map existed on October 18, 2010.

PARCEL 3 (Section 12 Block 4 Lot 2.1)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, State of New York, known as Section 12, Block 4, Lot 2.1, on the Official Tax Map of the City of Newburgh, as said Tax Map existed on October 18, 2010.

PERIMETER DESCRIPTION

ALL that certain plot, piece, or parcel of land being in the City of Newburgh, County of Orange, and State of New York, being bound and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of South Street with the easterly side of Montgomery Street;

RUNNING THENCE along said side of Montgomery Street North 02 degrees 26' 50" West, 333.67 feet to a point being the southerly side of the former Barclay Street;

RUNNING THENCE still along said side of Montgomery Street North 06 degrees 04' 19" West, 23.00 feet to the northerly side of former Barclay Street;

RUNNING THENCE along said side of former Barclay Street North 84 degrees 04' 43" East, 130.00 feet to the westerly side of Smith Street;

RUNNING THENCE along said side of Smith Street South 05 degrees 09' 22" East, 376.03 feet to the northerly side of South Street;

RUNNING THENCE along said side of South Street North 88 degrees 05' 46" West, 146.50 feet to the easterly side of Montgomery Street, the point or place of BEGINNING.

NEW YORK STATE | Department of Environmental Conservation

60-Day Advance Notification of Site Change of Use

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

SUBMITTAL INSTRUCTIONS:

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

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

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

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

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

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

b.) VIA GROUND MAIL:

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

Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information	
Site Name: The Green	DEC Site # C336099
Site Address: 137 Smith Street; 140 & 146 Montgomery Street, Newburgh, NY 12550	

Section II: Contact Information Person Submitting Notification	
Name: Sean Kearney	
Address1: 57 Route 6, Suite 207, Baldwin Place, New York 10505	
Address 2:	
Phone: 845-306-7705	E-mail: skearney@kearneyrealtygroup.com

Section III: Type of Change and Date
☑ Change of Ownership
☐ Change of Remedial Parties
☐ Transfer of Certificate of Completion
☐ Other (e.g., any physical alteration or other change of use)
Proposed Date of Change (mm/dd/yyyy) 07/23/2026

Section IV: Description of Proposed Change (Required)

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

An application to amend the Brownfield Cleanup Agreement ("BCA") has been filed to add The Green Housing Development Fund Company, Inc. ("HDFC) and Newburgh Green Apartments Limited Partnership ("LP") as volunteers to facilitate low-income housing construction financing. Pursuant to a Declaration of Interest and Nominee agreement, the HDFC acquired bare legal title and the LP became the beneficial owner of the BCP site on July 23, 2026. The LP will assume the remedial obligations for the BCP Site,

Section V: Certification Statement

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

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

Name: Sean Kearney Digitally signed by Sean Kearney Date: 2026.07.28 08:41:01 -04'00' 7.28.26

(Signature) (Date)

Sean Kearney

(Print Name)

Address1: c/o The Kearney Realty & Development Group Inc

Address2: 57 Route 6, Suite 207, Baldwin, NY 10505

Phone: 845-306-7705 Email : skearney@kearneyrealtygroup.com

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

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

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: Sean Kearney

Address:1 The Newburgh Green Apartments Limited Partnership

Address2: c/o The Kearney Realty & Development Group Inc,57 Route 6, Suite 207, Baldwin, NY 10505

Phone: 845-306-7705 Email: skearney@kearneyrealtygroup.com

Cert. Party Name:

Address:1

Address2:

Phone: Email:

Section VII: Agreement to Notify DEC After Transfer

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

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

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

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

Name: _____ _____

(Signature) (Date)

_____

(Print Name)

Address1:_____

Address2:_____

Phone:_____Email:_____

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

☐ Prospective Owner ☐ Prospective Remedial Party ☑ Prospective Owner Representative

Name: Kevin O'Connor

Address:1 The Green Housing Development Fund Company, Inc.

Address2: c/o RUPCO, Inc., 289 Fair Street, Kingston, NY 12401

Phone: 845-331-2140 Email: koconnor@rupco.com

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name:

Address:1

Address2:

Phone: Email:

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name:

Address:1

Address2:

Phone: Email:

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name:

Address:1

Address2:

Phone: Email:

NEW YORK STATE | Department of Environmental Conservation

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

Please submit via Site Control Dropbox Request an Invitation

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

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

Section I	**Description**
Site Name	Official DEC site name. (see http://www.dec.ny.gov/cfmx/extapps/derexternal/index.cfm?pageid=3)
DEC Site ID No.	DEC site identification number.

Section II	**Contact Information of Person Submitting Notification**
Name	Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.
Address1	Street address or P.O. box number of the person submitting notification.
Address2	City, state and zip code of the person submitting notification.
Phone	Phone number of the person submitting notification.
E-mail	E-mail address of the person submitting notification.

Section III	**Type of Change and Date**
Check Boxes	Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.
Proposed Date of Change	Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV	**Description**
Description	For each change checked in Section III, describe the proposed change. Provide all applicable maps, drawings, and/or parcel information. If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site. Please attach additional sheets, if needed.

Section Certification

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

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

Section Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

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

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

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

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

Section VII Agreement to Notify DEC After Property Transfer/Sale

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

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

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