NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☑ Amendment to [check one or more boxes below]

- ☑ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☑ Yes ☐ No

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

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

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

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

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

One Point Street, Inc. entered into a contract of sale to sell the site property to 734-6 Broadway Mezz LLC in August 2015. The contract has been assigned to and assumed by Extell Hudson Waterfront LLC. One Point Street, Inc. and 734-6 Broadway Mezz LLC are the current Applicants at the site. There are no plans to remove One Point Street, Inc. or 734-6 Broadway Mezz LLC from the BCA. Extell Hudson Waterfront LLC is simultaneously submitting the 60-day notice regarding the Change in Ownership, with a proposed date of change of 10/13/2016.

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

Section I. Existing Application Information

BCP SITE NAME: BICC Cables BCP SITE NUMBER: C360051

NAME OF CURRENT APPLICANT(S): (i) 734-6 Broadway Mezz LLC; (ii) One Point Street, Inc.

INDEX NUMBER OF EXISTING AGREEMENT: W310630503 DATE OF EXISTING AGREEMENT: 5/18/05

Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)

NAME Extell Hudson Waterfront LLC

ADDRESS c/o Extell Development Company, 805 Third Avenue, 7th Floor

CITY/TOWN New York ZIP CODE 10022

PHONE 646-964-6302 | FAX | E-MAIL abarnett@extelldev.com

Is the requestor authorized to conduct business in New York State (NYS)? ☑ Yes ☐ No

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

NAME OF NEW REQUESTOR'S REPRESENTATIVE Abba Barnett, Extell Development Company

ADDRESS 805 Third Avenue 7th Floor

CITY/TOWN New York ZIP CODE 10022

PHONE 646-964-6302 | FAX | E-MAIL abarnett@extelldev.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Janos Szeman, PS&S Engineering, Inc.

ADDRESS 55 Main Street, Third Floor

CITY/TOWN Yonkers ZIP CODE 10701

PHONE 914-509-8602 | FAX | E-MAIL jmszeman@psands.com

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Mark Chertok, Sive, Paget & Riesel, P.C.

ADDRESS 460 Park Avenue 10th Floor

CITY/TOWN New York ZIP CODE 10022

PHONE 212-421-2150 | FAX 212-421-1891 | E-MAIL mchertok@sprlaw.com

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

Describe Requestor's Relationship to Existing Applicant:

Requestor was assigned and assumed a contract vendee's contract for purchase of the site property, where the seller and the contract vendee are the existing Applicants. Upon closing, Requestor will become title owner of the site.

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)		
OWNER'S NAME (if different from requestor) One Point Street, Inc.		
ADDRESS 159 Alexander Street PO Box 863		
CITY/TOWN Yonkers		ZIP CODE 10702
PHONE 914-954-8300	FAX	E-MAIL ronshem59@icloud.com
OPERATOR'S NAME (if different from requestor or owner)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☑ No

2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☑ No

3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☑ No
   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, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☑ No

5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☑ No

6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☑ No

7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☑ No

8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☑ No

9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☑ No

10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☑ No

11. Have all known bulk storage tanks on-site been registered with DEC? ☐ Yes ☑ No

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

☐ PARTICIPANT	☑ VOLUNTEER
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.	A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste. **If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☑ Potential /Future Purchaser ☐ Other_____

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

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

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

ADDRESS

CITY/TOWN ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

Check appropriate boxes below:

☐ Changes to metes and bounds description or TBL correction

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

Approximate acreage added:_____

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

☐ Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

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

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	☐ Yes ☐ No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	☐ Yes ☐ No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	☐ Yes ☐ No
2. Is the property upside down as defined below?	☐ Yes ☐ No

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.

3. Is the project an affordable housing project as defined below? ☐ Yes ☐ No

From 6 NYCRR 375- 3.2(a) as of July 1, 2015:

(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, that defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.

(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, that sets affordable units aside for tenants 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.

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: BICC Cables	BCP SITE NUMBER: C360051
NAME OF CURRENT APPLICANT(S): Extell Hudson Waterfront LLC	
INDEX NUMBER OF EXISTING AGREEMENT: W31063-05-03	
EFFECTIVE DATE OF EXISTING AGREEMENT: May 18, 2005	

Declaration of Amendment:

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

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

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

Date: 9/19/16 Signature: _____

Print Name: Abba Barnett

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

(Individual)

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

Date:_____ Signature:_____

Print Name:_____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 734-6 Broadway Mezz LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/19/16 Signature: _____

Print Name: Abba Barnett

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: May 18, 2005

Signature by the Department:

DATED: November 3, 2016

AMENDMENT #2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: _____

Robert W. Schick, P.E., Director
Division of Environmental Remediation

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

(Individual)

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

Date:_____ Signature:_____

Print Name:_____

(Entity)

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

Date: 9/1/16 Signature:_____

Print Name: Ron Shemesh

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: May 18, 2005

Signature by the Department:

DATED: November 3, 2016

Amendment #2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:_____

Robert W. Schick, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER:_____

BROWNFIELD CLEANUP PROGRAM (BCP)
INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement and/or Application. **NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.**

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

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

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address.

Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION - only include if new owner/operator or new existing owner/operator information is provided, and highlight new information in form.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

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

Property Address

Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

Tax Parcel Information

Provide the tax parcel/section/block/lot information. If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.

WRITTEN CONSENT OF THE MANAGER

The undersigned, being the manager of Extell Hudson Waterfront LLC, a Delaware limited liability company (the "Company"), does hereby resolve that:

1. Abba Barnett is a representative of the Company and has the full power and authority on behalf of the Company, as an Authorized Signatory, to:

    a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program (the "BCP");

    b. Enter into agreements with the New York State Department of Environmental Conservation (the "DEC") in connection with the Company's participation in the BCP;

    c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements and tax returns;

    d. Take any action necessary to the furtherance of the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the Manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

3. The undersigned hereby represents and warrants that (i) the undersigned is the Manager of the Company; and (ii) the consent of the Manager is sufficient to authorize the Company to take the aforementioned actions.

Gary Barnett, Manager

Dated: 9/19/16
New York, NY

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 19, 2016.

Selected Entity Name: EXTELL HUDSON WATERFRONT LLC
Selected Entity Status Information

Current Entity Name:	EXTELL HUDSON WATERFRONT LLC
DOS ID #:	4813690
Initial DOS Filing Date:	SEPTEMBER 01, 2015
County:	NEW YORK
Jurisdiction:	DELAWARE
Entity Type:	FOREIGN LIMITED LIABILITY COMPANY
Current Entity Status:	ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 01, 2015	Actual	EXTELL HUDSON WATERFRONT LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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One Point Street, Inc.

159 Alexander Street
P.O. Box 863
Yonkers, New York 10702

September 1, 2016

Abba Barnett
Extell Hudson Waterfront LLC
c/o Extell Development Company
805 Third Avenue, 7th floor
New York, NY 10022

Re: Access to Property for Purposes of BCP

Dear Mr. Barnett:

We are writing this letter to follow up on the recent conversations relating to your application to the NYS Brownfield Cleanup Program for the BICC Cables Site in Yonkers, NY.

One Point Street, Inc. as current fee owner of the Site, hereby grants Extell Hudson Waterfront LLC access to the property to perform any and all activities necessary to implement the Brownfield Cleanup Program in the event that Extell Hudson Waterfront LLC enters into a Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation.

This commitment shall become effective upon Extell Hudson Waterfront LLC signing as indicated below.

Very truly yours,

One Point Street, Inc.

By: _____
Ron Shemesh

AGREED AND ACCEPTED:
Extell Hudson Waterfront LLC

By: _____
Abba Barnett

County: Westchester Site No: C360051 Brownfield Cleanup Agreement Index : W3-1063-05-03 as amended October 16, 2015

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 10th day of August, 2016, between Owner(s) One Point Street, Inc., having an office at One Point Street (P.O. Box 863), Yonkers, New York 10702, County of Westchester, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the addresses of 60 Point Street, 76 Point Street, 35 Babcock Place , 39 Water Grant Street, 39-B Water Grant Street, 40 Water Grant Street, 41 Water Grant Street, 41-B Water Grant Street, 42 Water Grant Street, 42-A Water Grant Street, 42-B Water Grant Street, and 41-Rear Water Grant Street in the City of Yonkers, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 2, Block 2114, Lot 20-35 (Parcel A), Section 2 Block 2114, Lot 17 (Parcel B), Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2 Block 2630, Lots 1, 2, 3 and 10 (Parcel C), being the same as that property conveyed to Grantor by deed dated April 5, 2010 and recorded in the Westchester County Clerk's Office as Control # 501483185. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 21.2195 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 29, 2011 and last revised March 11, 2016 prepared by William H. Free, Jr., L.L.S. of Ward Carpenter Engineers Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: W3-1063-05-03 as amended October 16, 2015, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Westchester County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: C360051
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

One Point Street, Inc.:

By: _____

Print Name: Ronnie Shemesh

Title: CEO/President Date: July 29, 2016

Grantor's Acknowledgment

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

On the 29th day of July, in the year 2016, before me, the undersigned, personally appeared Ronnie Shemesh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

LINDA R. SHAW
Notary Public, State of New York
No. 01SH5042577
Qualified in Monroe County
Commission Expires June 19, 2018

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 10th day of August, in the year 2016 before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5092146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

BROWNFIELD CLEANUP PROGRAM SITE# C360051
FORMER BICC CABLES SITE
ENVIRONMENTAL EASEMENT AREA

PARCEL A (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees 40 minutes 45 seconds West 180.67 feet northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 73 degrees 01 minutes 15 seconds West 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrance along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 73 degrees 01 minutes 15 seconds East 267.60 feet to the point or place of BEGINNING.

Containing 45,958 Sq. ft. or 1.0551 acres, more or less.

PARCEL B (Section 2, Block 2114, Lot 17)

ALL that certain piece of parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street and;

RUNNING THENCE South 73 degrees 01 minutes 15 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.4 feet to the lands now or formerly of the City of Yonkers;

THENCE North 73 degrees 01 minutes 38 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

Thence northerly, along the easterly side of the lands of the New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.77 feet to the point or place of BEGINNING.

Containing 4,621 sq. ft. or 0.1061 acres, more or less.

PARCEL C (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1,2,3 and 10)

ALL that certain piece or parcel of property situate, lying and being located in the City of Yonkers, County of Westchester, State of New York being more particularly bound and described as follows:

Beginning at a point in the southeast corner of the herein described Environmental Easement, said point being distant 119.15 feet as measured on a course of N.81°47'32"W from the intersection of the westerly side of the Polychrome Place (formerly Alexander Street) with the westerly prolongation of the northerly side of Babcock Place;

thence from said point of beginning along the westerly prolongation of the northerly side of Babcock Place, N 81° 47'32"W., a distance of 39.09 feet to the division line between property now or formerly One Point Street, Inc. and property now or formerly B S 96 Corp.;

thence along said division line, N.10° 00'28"E., a distance of 540.98 feet;

thence N.81° 47'32"W., a distance of 152.79 feet;

thence S. 14° 22'06"W., a distance of 35.21 feet to a point on the division line between property now or formerly One Point Street, Inc. and property now or formerly B J 96 Corp.;

thence N.81° 47'32"W., a distance of 344.71 feet to a point on the westerly side of the herein described property and Environmental Easement;

thence along the Pier Line as established by the Common council of the City of Yonkers on April 12, 1886 and the westerly side of the Environmental Easement, N.09° 20'24"E., a distance of 24.90 feet;

thence S.81° 47'36"E., a distance of 53.6 feet;

thence N.10° 27'11"E., a distance of 125.07 feet;

thence N.81° 47'36"W., a distance of 56.03 feet;

thence N.08° 54'54"E., a distance of 199.99 feet;

thence leaving the Pier line, S.81° 47'36"E., a distance of 190.00 feet;

thence N.14° 00'08"E.,a distance of 155.34 feet(comp.), 150.7(map);

thence N.81° 31'58"W., a distance of 18.27 feet;

thence N.09° 50'06"E., a distance of 350.08 feet;

thence N.81° 48'37"W., a distance of 156.61 feet to the aforesaid Pier Line as established by City Council of the City of Yonkers;

thence along said Pier Line, N.09° 04'52"E., a distance of 150.10 feet;

thence leaving said Pier Line, S.81° 38'00"E., a distance of 174.58 feet;

thence N.08° 22'00"E., a distance of 200.00 feet;

thence N.81° 38'00"W., a distance of 172.08 feet to the aforesaid Pier Line;

thence along the aforesaid Pier Line, N.09° 04'52"E., a distance of 167.01 feet;

thence N.09° 21'00"E., a distance of 454.18 feet to a point on the northerly side of the herein described Environmental Easement;

thence along the northerly side of the herein described property and Environmental Easement, S.77° 06'40"E., a distance of 521.74 feet;

thence along the division line between property now or formerly One Point Street, Inc. and property formerly New York Central Railroad, now or formerly Metropolitan Transportation Authority (Hudson Division) southerly, a distance of 224.47 feet along a non tangent curve to the left of which the radius point lies S.81° 46'19"E., a radius of 4,066.00 feet, and having a central angle of 03° 09'47";

thence S.18° 32'13"W., a distance of 45.65 feet;

thence S.81° 32'42"E., a distance of 12.85 feet;

thence S.09° 51'44"W., a distance of 137.98 feet;

thence S.10° 31'11"W., a distance of 174.04 feet;

thence S.17° 38'35"W., a distance of 167.48 feet;

thence S.01° 01'27"W., a distance of 392.15 feet;

thence S.08° 50'15"W., a distance of 157.55 feet;

thence S.04° 00'02"E., a distance of 140.01 feet;

thence S.01° 30'20"W., a distance of 73.62 feet;

thence along the division line between property now or formerly One Point Street, Inc. and property now or formerly Babcock Plaza Associates, S.86° 07'28"W., a distance of 93.11 feet;

thence S.10° 07'58"W., a distance of 506.56 feet;

thence S.10° 17'58"W., a distance of 260.23 feet to the point and place of BEGINNING.

Containing 837,739 square feet or 20.0583 acres, more or less.

NOTE: Metes and bounds listed above are based on rotation of property to New York State Plane coordinate system (East Zone) and are left 0 degrees 18 minutes 02 seconds of deed system.

Office of the Westchester County Clerk

561443160TPD001U

Supporting Document Cover Page

Submitter Information

Name:	Knauf Shaw LLP	Phone:	585-546-8430
Address 1:	1400 Crossroads Building	Fax:	585-546-4324
Address 2:	2 State Street	Email:	dkanyuck@nyenvlaw.com
City/State/Zip	Rochester NY 14614	Reference for Submitter:	BICC Cables Site

Parent Document Details

Control Number: **561443102**

Document Type: **Easement (EAS)**

Package ID: 2016052300062001000

Supporting Document Information

Supporting Document Type: TP-584

TP-584(4/13)

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

PREP

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor	Name (if individual: last, first, middle initial) (☐ *check if more than one grantor*)			Social security number
☐ Individual ☒ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Other	**ONE POINT ST INC**			
	Mailing address **P.O. BOX 863**			Social security number
	City **YONKERS**	State **NY**	ZIP code **10702**	Federal EIN **59-3791757**
	Single member's name if grantor is a single member LLC *(see instructions)*			Single member EIN or SSN

Grantee/Transferee	Name (if individual: last, first, middle initial) (☐ *check if more than one grantee*)			Social security number
☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☒ Other	**PEOPLE OF STATE OF NY THROUGH COMMISSIONER OF NYSDEC**			
	Mailing address **625 BROADWAY**			Social security number
	City **ALBANY**	State **NY**	ZIP code **12233-1500**	Federal EIN **14-6013200**
	Single member's name if grantee is a single member LLC *(see instructions)*			Single member EIN or SSN

5614431102-003

Location and description of property conveyed

Tax map designation – Section, block & lot *(include dots and dashes)*	SWIS code (six digits)	Street address	City, town, or village	County
2.-2630-10	**551800**	**41 WATER GRANT STREET**	**YONKERS**	**Westchester**

Type of property conveyed *(check applicable box)*

1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☒ Other **Environmental Eas**

Date of conveyance: ____ ____ **2016** (month / day / year)

Percentage of real property conveyed which is residential real property **0** % *(see instructions)*

Condition of conveyance *(check all that apply)*

a. ☐ Conveyance of fee interest
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
d. ☐ Conveyance to cooperative housing corporation
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest *(attach Form TP-584.1, Schedule E)*
f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization *(attach Form TP-584.1, Schedule F)*
g. ☐ Conveyance for which credit for tax previously paid will be claimed *(attach Form TP-584.1, Schedule G)*
h. ☐ Conveyance of cooperative apartment(s)
i. ☐ Syndication
j. ☐ Conveyance of air rights or development rights
k. ☐ Contract assignment
l. ☐ Option assignment or surrender
m. ☐ Leasehold assignment or surrender
n. ☐ Leasehold grant
o. ☒ Conveyance of an easement
p. ☒ Conveyance for which exemption from transfer tax claimed *(complete Schedule B, Part III)*
q. ☐ Conveyance of property partly within and partly outside the state
r. ☐ Conveyance pursuant to divorce or separation
s. ☐ Other *(describe)* _____

For recording officer's use	Amount received Schedule B., Part I $ Schedule B., Part II $	Date received	Transaction number

PREP

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1 Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* ☒ **Exemption claimed**	1.	0.00
2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2.	0.00
3 Taxable consideration *(subtract line 2 from line 1)*	3.	0.00
4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4.	0.00
5 Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1,* Schedule G*)*	5.	0.00
6 Total tax due* *(subtract line 5 from line 4)*	6.	0.00

Part II – Computation of additional tax due on the conveyance of residential real property for $1 million or more

1 Enter amount of consideration for conveyance *(from* Part I*, line 1)*	1.	
2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in* Schedule A*)*	2.	
3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))*	3.	

Part III – Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☒

b. Conveyance is to secure a debt or other obligation ..... b ☐

c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance ..... c ☐

d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d ☐

e. Conveyance is given in connection with a tax sale ..... e ☐

f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐

g. Conveyance consists of deed of partition ..... g ☐

h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h ☐

i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i ☐

j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than $200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment ..... j ☐

k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* ..... k ☐

561443102-003

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the ***NYC Department of Finance.*** If a recording is not required, send this return and your check(s) made payable to the ***NYS Department of Taxation and Finance,*** directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: *(check the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.

2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
   - ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
   - ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
   - ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
   - ☐ The maximum principal amount secured by the credit line mortgage is $3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

     Please note: for purposes of determining whether the maximum principal amount secured is $3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
   - ☐ Other *(attach detailed explanation)*

3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
   - ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
   - ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is .. No exemption from tax is claimed and the tax of is being paid herewith. *(Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the **NYC Department of Finance.**)*

561443102-003

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	Grantee signature	Title
		Andrew Kuglich	Associate Attorney
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the ***NYC Department of Finance***? If no recording is required, send your check(s), made payable to the ***Department of Taxation and Finance***, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

PREP

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

561443102-003

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from Date to Date *(see instructions)*.

☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

TP584 Addendum (Parent Document Control Number 561443102)

Additional Properties			
Address	**SWIS Code**	**City, town or village**	**Tax Identifier**
42 WATER GRANT STREET	551800	YONKERS	2.-2630-1
42-A WATER GRANT	551800	YONKERS	2.-2630-2
42 WATER GRANT STREET	551800	YONKERS	2.-2630-3
40 WATER GRANT STREET	551800	YONKERS	2.-2625-17
39-B WATER GRANT STREET	551800	YONKERS	2.-2625-15
41 WATER GRANT STREET	551800	YONKERS	2.-2625-21
41-B WATER GRANT STREET	551800	YONKERS	2.-2625-23
76 POINT STREET	551800	YONKERS	2.-2114-17
60 POINT STREET	551800	YONKERS	2.-2114-20.35
35 BABCOCK PLACE	551800	YONKERS	2.-2620-35
39-A WATER GRANT STREET	551800	YONKERS	2.-2620-40

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. Site Name: BICC Cables **DEC Site ID No.** C360051

II. Contact Information of Person Submitting Notification:

Name: Abba Barnett

Address1: 734-6 Broadway Mezz LLC, c/o Extell Development Company

Address2: 805 Third Avenue, 7th Floor, New York, NY 10022

Phone: 646-964-6302 E-mail: abarnett@extelldev.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- [x] Change in Ownership or Change in Remedial Party(ies)
- [ ] Transfer of Certificate of Completion (CoC)
- [ ] Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 10/13/2016

IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

One Point Street, Inc. entered into a contract of sale to sell the site property to 734-6 Broadway Mezz LLC ~~in August 2015. The contract has been assigned to and assumed by Extell Hudson Waterfront LLC. One~~ Point Street, Inc. and 734-6 Broadway Mezz LLC are the current Applicants at the site. There are no plans ~~to remove One Point Street, Inc. or 734-6 Broadway Mezz LLC from the BCA. Extell Hudson Waterfront~~ LLC is simultaneously applying for an amendment to the BCA to be added as an additional Applicant.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

V. **Certification Statement:** Where the change of use 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)(3)(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: _____ 9/1/16
(Signature) (Date)

Ron Shemesh
(Print Name)

Address1: One Point Street

Address2: 159 Alexander Street, PO Box 863, Yonkers, NY 10702

Phone: 914-954-8300 E-mail: ronshem59@icloud.com

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 Environmental Easement, Deed Restriction, or Site Management Plan requiring 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: Extell Hudson Waterfront LLC - Abba Barnett

Address1: c/o Extell Development Company

Address2: 805 Third Avenue, 7th Floor, New York, NY 10022

Phone: 646-964-6302 E-mail: abarnett@extelldev.com

Certifying Party Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at http://www.dec.ny.gov/chemical/54736.html. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

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) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at http://www.dec.ny.gov/chemical/54736.html (see §375-1.9(f)).

Name: _____ 9/1/16
(Signature) (Date)

Ron Shemesh
(Print Name)

Address1: One Point Street, Inc.

Address2: 159 Alexander Street, PO Box 863, Yonkers, NY 10702

Phone: 914-954-8300 E-mail: ronshem59@icloud.com

Continuation Sheet

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____