



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:

The Amendment will add the following entities as parties to the BCA: RFMCH Huguenot Property Owner LLC; RFMCH Huguenot Development Partners LLC and Huguenot Centre Holdings, LLC.

RFMCH Huguenot Property Owner LLC is the new owner of the BCP Site. See attached deeds. [NOTE: there is some additional land included in the first deed that is not part of the BCP Site, but which has been acquired. RFMCH Huguenot Development Partners LLC will be the Sole Member of RFMCH Huguenot Property Owner LLC. That entity is a joint venture between ROZ Huguenot Investor LLC and Huguenot Centre Holdings, LLC. Huguenot Centre Holdings, LLC is the Administrative Member for that entity and Louis Cappelli is the Managing Member of Huguenot Centre Holdings, LLC.

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

Section I. Existing Agreement Information

BCP SITE NAME: Centre Avenue Development-South

BCP SITE NUMBER: C360182

NAME OF CURRENT APPLICANT(S): Huguenot Partners LLC

INDEX NUMBER OF EXISTING AGREEMENT: C360182-06 DATE OF EXISTING AGREEMENT: 6/28/19

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

NAME See narrative and DOS filings for each party to be added

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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 see attached narrative

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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:

New Site Owner and its members.

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) RFMCH Huguenot Property Owner LLC

ADDRESS c/o The Cappelli Organization, 7 Renaissance Square, 4th Floor

CITY/TOWN White Plains, NY

ZIP CODE 10601

PHONE (914) 769-6500

FAX NA

E-MAIL bruce@icappelli.com

OPERATOR'S NAME (if different from requestor or owner) NA

ADDRESS Same as above

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. Are there any unregistered bulk storage tanks on-site which require registration? 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
 A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

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

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

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 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' 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, which sets affordable units aside for home owners 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: Centre Avenue Development-South	BCP SITE NUMBER: C360182
NAME OF CURRENT APPLICANT(S): Huguenot Partners LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360182-06-19	
EFFECTIVE DATE OF EXISTING AGREEMENT: 06/28/2019	

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 Authorization and Signature - New Requestor(s) (Individual or Entity)	
(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 <u>Administrative Member of</u>) of (entity <u>RFMCH Huguenot Property Owner LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.	
_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: <u>7-9-19</u>	Signature: 
Print Name: <u>Louis Cappelli</u>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Centre Avenue Development-South	BCP SITE NUMBER: C360182
NAME OF CURRENT APPLICANT(S): Huguenot Partners LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360182-06-19	
EFFECTIVE DATE OF EXISTING AGREEMENT: 06/28/2019	

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 Signature: 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 Managing Member) of (entity Huguenot Centre Holdings, 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.

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

Date: 7.9.19 Signature: 

Print Name: Louis Cappelli

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

BCP SITE NAME: Centre Avenue Development-South	BCP SITE NUMBER: C360182
NAME OF CURRENT APPLICANT(S): Huguenot Partners LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360182-06-19	
EFFECTIVE DATE OF EXISTING AGREEMENT: 06/28/2019	

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 Signature (New York State and New York City)

(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 Managing Member) of (entity RFMCH Huguenot Development Partners 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.

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

Date: 7.9.19 Signature: 

Print Name: Louis Cappelli

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 Manager (title) of Huguenot Partners 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7.9.19 Signature: 

Print Name: Louis Cappelli

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

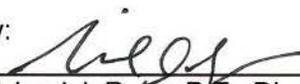
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> 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.
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Effective Date of the Original Agreement: 6/28/19

Signature by the Department:

DATED: 12/12/19

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

Michael J. Ryan, 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: _____

Exhibit A

Narrative

BROWNFIELD CLEANUP PROGRAM (BCP)

APPLICTION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

SUPPORT NARRATIVE

SECTION II. NEW REQUESTORS INFORMATION

- 1. Name: RFMCH Huguenot Property Owner LLC**
Address: 7 Renaissance Square, 4th Floor, White Plains, NY 10601
Phone: 914-769-6500
Email: louis@icappelli.com

Name of New Requestor's Representative: Louis Cappelli
Address: 7 Renaissance Square, 4th Floor, White Plains, NY 10601
Phone: 914-769-6500
Email: louis@icappelli.com

Name of New Requestor's Consultant: Fuad Dahan, SESI Consulting Engineers, D.P.C.
Address: 12A Maple Avenue, Pine Brook, NJ 07058
Phone: 973-808-9050
Email: fd@sesi.org

Name of New Requestor's Attorney: Linda Shaw, Knauf Shaw LLP
Address: 1400 Crossroads Bldg., 2 State St., Rochester, NY 14614
Phone: 585-546-8430
Fax: 585-546-4324
Email: lshaw@nyenvlaw.com

- 2. Name: RFMCH Huguenot Development Partners LLC**
Address: 7 Renaissance Square, 4th Floor, White Plains, NY 10601
Phone: 914-769-6500
Email: louis@icappelli.com

Name of New Requestor's Representative: Louis Cappelli, Managing Member
Address: 7 Renaissance Square, 4th Floor, White Plains, NY 10601
Phone: 914-769-6500
Email: louis@icappelli.com

Name of New Requestor's Consultant: Fuad Dahan, SESI Consulting Engineers, D.P.C.
Address: 12A Maple Avenue, Pine Brook, NJ 07058
Phone: 973-808-9050
Email: fd@sesi.org

Name of New Requestor's Attorney: Linda Shaw, Knauf Shaw LLP
Address: 1400 Crossroads Bldg., 2 State St., Rochester, NY 14614
Phone: 585-546-8430
Fax: 585-546-4324
Email: lshaw@nyenvlaw.com

- 3. Name: Huguenot Centre Holdings, LLC**
Address: 7 Renaissance Square, 4th Floor, White Plains, NY 10601
Phone: 914-769-6500
Email: louis@icappelli.com

Name of New Requestor's Representative: Louis Cappelli
Address: 7 Renaissance Square, 4th Floor, White Plains, NY 10601
Phone: 914-769-6500
Email: louis@icappelli.com

Name of New Requestor's Consultant: Fuad Dahan, SESI Consulting Engineers, D.P.C.
Address: 12A Maple Avenue, Pine Brook, NJ 07058
Phone: 973-808-9050
Email: fd@sesi.org

Name of New Requestor's Attorney: Linda Shaw, Knauf Shaw LLP
Address: 1400 Crossroads Bldg., 2 State St., Rochester, NY 14614
Phone: 585-546-8430
Fax: 585-546-4324
Email: lshaw@nyenvlaw.com

All of the above entities are authorized to conduct business in New York State.

All of the above entities answer "No" to Question 1 to 11 in Section IV of the BCA Amendment Application.

Exhibit B

Deeds

DEED (339 HUGUENOT PARCEL AND PHASE II PARCEL)
BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S
ACTS

HUGUENOT PARTNERS LLC
a Delaware limited liability company

TO

RFMCH HUGUENOT PROPERTY OWNER LLC,
a Delaware limited liability company

ADDRESS: 339 Huguenot Parcel and
327 Huguenot Street

SECTION: 2
BLOCKS: 417, 437
LOTS: 1 1&3
CITY: New Rochelle
COUNTY: Westchester
STATE: New York

RETURN BY MAIL TO:

DeiBello Donnellan Weingarten
Wise & Wiederkehr, LLP
One North Lexington Avenue, Fl. 11
White Plains, New York 10601
Attention: Heidi M. Winslow, Esq.

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of the 15 day of August, 2019

BETWEEN HUGUENOT PARTNERS LLC, a Delaware limited liability company, having an office at 7 Renaissance Square, 4th Floor, White Plains, New York 10601, party of the first part, and **RFMCH HUGUENOT PROPERTY OWNER LLC**, a Delaware limited liability company, having an office at c/o Huguenot Centre Holdings, LLC, 7 Renaissance Square, 4th Floor, White Plains, New York 10601, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings, fixtures and improvements now or hereafter located or erected thereon, situate, lying and being in the City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached hereto and hereby made a part hereof.

BEING and intended to be the same premises described in a certain deed made by the City of New Rochelle Corporation for Local Development to the party of the first part, dated May 23, 2019 and recorded in the Office of the Clerk of the County of Westchester on June 4, 2019 in Control Number 591343043.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

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

HUGUENOT PARTNERS LLC,
a Delaware limited liability company

By: Huguenot Centre Holdings, LLC, its sole Member

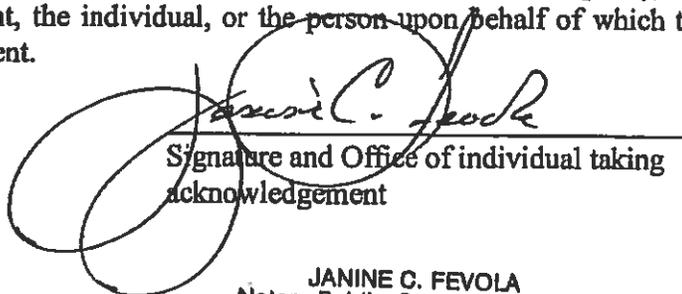
By: 515 Huguenot Partners LLC, its Managing Member



By: _____
Name: Louis R. Cappelli
Title: Managing Member

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

On the 6 day of August in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Louis R. Cappelli 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.



Signature and Office of individual taking acknowledgement

JANINE C. FEVOLA
Notary Public, State of New York
No. 01FE6186788
Qualified in Westchester County
Commission Expires May 12, 2020

Exhibit A to Bargain and Sale Deed

Legal Description

(Attached)

SCHEDULE A - DESCRIPTION

PARCEL A: ALL THOSE LOTS OF LAND, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, known and designated as Lots Numbers 54, 55, 56, 57 and 58 and 59 on a certain map entitled, "Map of Property belonging to the Estate of Maria R. Lawton, deceased, at New Rochelle, N.Y." made by Charles H. Haswell, Civil Engineer, dated April 16, 1884 and filed in the Office of the Register of the County of Westchester on December 12, 1886, (now County Clerk of Division of Land Records) in Volume 6 of Maps at page 58, and being more particularly bounded and described as follows: **BEGINNING** at the corner formed by the intersection of the northeasterly side of Centre Avenue with the northwesterly side of Huguenot Street; **RUNNING THENCE** along the said northeasterly side of Centre Avenue, North 63 degrees 32 minutes 30 seconds West, 100.00 feet; **THENCE** North 26 degrees 26 minutes 30 seconds East, 150.00 feet; **THENCE** South 63 degrees 32 minutes 30 seconds East, 100.00 to the northwesterly side of Huguenot Street; **THENCE** along the said northwesterly side of Huguenot Street, South 26 degrees 26 minutes 30 seconds West, 150.00 feet to the northeasterly side of Centre Avenue at the point or place of **BEGINNING**.
For Information Only: Said premises are known as 327 Huguenot Street, New Rochelle, NY and designated as Section 2 Block 417 Lot 1 as shown on the Westchester County Land and Tax Map.

COMPOSITE DESCRIPTION OF PARCELS B AND C:

ALL that certain lot, piece or parcel of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, being designated and described as follows: **BEGINNING** at the corner formed by the intersection of the northwesterly side of Huguenot Street with the southwesterly side of Centre Avenue; and **RUNNING THENCE** along the said northwesterly side of Huguenot Street, South 26 degrees 26 minutes 30 seconds West, 100.00 feet; **THENCE** North 63 degrees 32 minutes 30 seconds West, 100.00 feet; **THENCE** North 26 degrees 26 minutes 30 seconds East, 100.00 feet; **THENCE along the southwesterly side of Centre Avenue, South 63 degrees 32 minutes 30 seconds East, 100.00 feet to the northwesterly side of Huguenot Street, at the point or place of BEGINNING.**

DEED (RIGHT-OF-WAY PARCEL)
BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S
ACTS

HUGUENOT PARTNERS LLC
a Delaware limited liability company

TO

RFMCH HUGUENOT PROPERTY OWNER LLC,
a Delaware limited liability company

CITY: New Rochelle
COUNTY: Westchester
STATE: New York

RETURN BY MAIL TO:

DelBello Donnellan Weingarten
Wise & Wiederkehr, LLP
One North Lexington Avenue, Fl. 11
White Plains, New York 10601
Attention: Heidi M. Winslow, Esq.

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS THIS INDENTURE, made as of the 15 day of August, 2019

BETWEEN HUGUENOT PARTNERS LLC, a Delaware limited liability company, having an office at 7 Renaissance Square, 4th Floor, White Plains, NY 10601, party of the first part, and RFMCH HUGUENOT PROPERTY OWNER LLC, a Delaware limited liability company, having an office at c/o Huguenot Centre Holdings, LLC, 7 Renaissance Square, 4th Floor, White Plains, NY 10601, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings, fixtures and improvements now or hereafter located or erected thereon, situate, lying and being in the City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached hereto and hereby made a part hereof.

BEING and intended to be the same premises described in a certain deed made by the City of New Rochelle to the party of the first part dated May 23, 2019 and recorded in the Office of the Clerk of the County of Westchester on June 4, 2019 in Control Number 591353180.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

[SIGNATURE PAGE FOLLOWS]

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

HUGUENOT PARTNERS LLC,
a Delaware limited liability company

By: Huguenot Centre Holdings, LLC, its sole Member

By: 515 Huguenot Partners LLC, its Managing Member

By: _____ 
Name: Louis R. Cappelli
Title: Managing Member

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

On the 6 day of August in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Louis R. Cappelli 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.



Signature and Office of individual taking acknowledgement

JANINE C. FEVOLA
Notary Public, State of New York
No. 01FE6186788
Qualified in Westchester County
Commission Expires May 12, 2020

Exhibit A to Bargain and Sale Deed

Legal Description

(Attached)

SCHEDULE A

Legal Description

ALL that certain piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester, State of New York and being designated as "Area to be Conveyed" as shown on a map entitled "Easement Map prepared for Huguenot Partners LLC, property situate in the City of New Rochelle, County of Westchester, State of New York, last revised May 6, 2019 being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Centre Avenue being distant 41.00 feet West from the intersection formed by the southerly side of Centre Avenue and the westerly side of Huguenot Street;

RUNNING THENCE and continuing along the southerly side of Centre Avenue North 63 degrees 32 minutes 30 seconds West a distance of 20.00 feet to a point;

THENCE through the right-of-way of Centre Avenue North 26 degrees 27 minutes 30 seconds East a distance of 50.00 feet to a point along the northerly side of Centre Avenue;

THENCE along the northerly side of Centre Avenue South 63 degrees 32 minutes 30 seconds East a distance of 20.00 feet to a point;

THENCE through the right-of-way of Centre Avenue South 26 degrees 27 minutes 30 seconds West a distance of 50.00 feet to the point and place of BEGINNING.

ACTIVE 818229178v2

BARGAIN AND SALE DEED

THIS INDENTURE, made as of August 15, 2019, between **CENTRE AVENUE ASSOCIATES LLC**, a New York limited liability company with an address at P.O. Box 816, New Rochelle, New York 10802 ("Grantor") and **RFMCH HUGUENOT PROPERTY OWNER LLC**, a Delaware limited liability company, having an office at c/o Huguenot Centre Holdings, LLC, 7 Renaissance Square, 4th Floor, White Plains, New York 10601 ("Grantee").

WITNESSETH, that Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto Grantee and the legal representatives, successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land situate, together with any buildings and improvements thereon, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, as more fully described on Schedule "A" annexed hereto and made a part hereof (the "Premises").

BEING and intended to be the same premises conveyed to the Grantor by Walter V. Turner and Kenneth E. Turner by a deed dated October 31, 2016 and recorded in the Office of the Clerk of the County of Westchester on November 2, 2016 in Control No. 562923718.

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described Premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said Premises; TO HAVE AND TO HOLD the premises herein granted unto Grantee and the legal representatives, successor and assigns of Grantee forever.

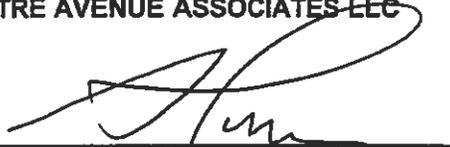
AND Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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.

IN WITNESS WHEREOF, Grantor has duly executed this deed as of the date first above written.

CENTRE AVENUE ASSOCIATES LLC

By: _____

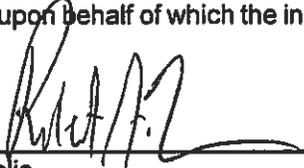

Kenneth E. Turner, Member

ACKNOWLEDGEMENTS

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

On the 7th day of August, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH E. TURNER, 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 he 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.

ROBERT A. KORREN
Notary Public, State of New York
No. 02KO4819876
Qualified In Westchester County
Commission Expires 08/30/2022



Notary Public

=====

BARGAIN AND SALE DEED

from

CENTRE AVENUE ASSOCIATES LLC, Grantor

to

RFMCH HUGUENOT PROPERTY OWNER LLC, Grantee

=====

Section:	2
Block:	437
Lot:	42
City:	New Rochelle
County:	Westchester

RECORD AND RETURN TO:

Heidi M. Winslow, Esq.
DeBello Donnellan Weingarten Wise & Wiederkehr, LLP
One North Lexington Avenue
White Plains, New York 10601

SCHEDULE A – DESCRIPTION

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, designated as Lots Numbers forty-six, forty-seven, forty-eight and forty-nine (46, 47, 48 & 49) on a certain map entitled "Map of Property belonging to the Estate of Maria R. Lawton, deceased, at New Rochelle, New York" surveyed and plotted by Charles H. Haswell, Civil Engineer, dated April 16, 1884 and adopted by the Referee in a certain action in partition between Franklin Lawton and Augusta Lawton, his wife, plaintiffs and John Warren Lawton and others, defendants, filed with his Report of Sale in the Office of the Clerk of the County of Westchester, which said map is filed in the Office of the Register of the County of Westchester in Volume 6 of Maps at page 58, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of southwesterly side of Centre Avenue and the southeasterly side of Relyea Place;

RUNNING THENCE along the southwesterly side of Centre Avenue South 63 degrees 32 minutes 30 seconds East 100.00 feet to a point;

RUNNING THENCE South 26 degrees 26 minutes 30 seconds West 100.00 feet to a point;

RUNNING THENCE North 63 degrees 32 minutes 30 seconds West 100.00 feet to a point;

RUNNING THENCE along the southeasterly side of Relyea Place North 26 degrees 26 minutes 30 seconds East 100.00 feet to the southwesterly side of Centre Avenue and the point or place of BEGINNING.

Exhibit C
Corporate Consent

HUGUENOT PARTNERS LLC,
a Delaware limited liability company

By: Huguenot Centre Holdings, LLC, its sole Member

By: 515 Huguenot Partners LLC, its Managing Member

By: _____



Name: Louis R. Cappelli

Title: Managing Member

Exhibit D

DOS Corporate Filings

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 23, 2019.

Selected Entity Name: RFMCH HUGUENOT PROPERTY OWNER LLC

Selected Entity Status Information

Current Entity Name: RFMCH HUGUENOT PROPERTY OWNER LLC

DOS ID #: 5584623

Initial DOS Filing Date: JULY 10, 2019

County: WESTCHESTER

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 HUGUENOT CENTRE HOLDINGS, LLC

7 RENAISSANCE SQUARE

4TH FLOOR

WHITE PLAINS, NEW YORK, 10601

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**

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 23, 2019.

Selected Entity Name: HUGUENOT CENTRE HOLDINGS, LLC
Selected Entity Status Information

Current Entity Name: HUGUENOT CENTRE HOLDINGS, LLC

DOS ID #: 5591302

Initial DOS Filing Date: JULY 23, 2019

County: WESTCHESTER

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)

HUGUENOT CENTRE HOLDINGS, LLC

7 RENAISSANCE SQUARE

4TH FLOOR

WHITE PLAINS, NEW YORK, 10601

Registered Agent

NONE

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*Stock Information

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through July 23, 2019.

Selected Entity Name: RFMCH HUGUENOT DEVELOPMENT PARTNERS LLC

Selected Entity Status Information

Current Entity Name: RFMCH HUGUENOT DEVELOPMENT PARTNERS LLC

DOS ID #: 5591945

Initial DOS Filing Date: JULY 23, 2019

County: WESTCHESTER

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)

RFMCH HUGUENOT DEVELOPMENT PARTNERS LLC

7 RENAISSANCE SQUARE

4TH FLOOR

WHITE PLAINS, NEW YORK, 10601

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

Exhibit E

Site Access Agreement

RFMCH Huguenot Property Owner LLC

7 Renaissance Square
White Plains, New York 10601

August 19, 2019

**Re: Site Access to Perform Brownfield Cleanup Program Work
Centre Avenue Development – South Site BCP Site No. C360182**

Dear Huguenot Partners LLC, RFMCH Huguenot Development Partners LLC, and Huguenot Centre Holdings, LLC:

As you know, Huguenot Partners LLC submitted a Brownfield Cleanup Program (“BCP”) Application to the New York State Department of Environmental Conservation and has executed a Brownfield Cleanup Agreement (“BCA”) to voluntarily investigate and remediate the 0.459 acre Centre Avenue Development – South Site BCP Site No. C360182 located at 33-35 Centre Avenue, New Rochelle, New York. RFMCH Huguenot Property Owner LLC now owns the BCP Site, having acquired it from Huguenot Partners LLC and Centre Avenue Associates LLC. In addition, RFMCH Huguenot Development Partners LLC, the joint venture entity, and Huguenot Centre Holdings, LLC, the administrative member for that entity, are also requesting to be added as parties to the program. As a result, now Huguenot Partners LLC, RFMCH Huguenot Development Partners LLC, and Huguenot Centre Holdings, LLC all need written permission from the new owner entity to access the BCP Site property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

RFMCH Huguenot Property Owner LLC is hereby granting Huguenot Partners LLC, RFMCH Huguenot Development Partners LLC, and Huguenot Centre Holdings, LLC a “temporary license” to allow an appropriate contractor to enter the property to perform BCP investigation and remediation work. To the extent an environmental easement is required for the BCP Site after the remediation is complete because a Track 1 remediation was unable to be achieved, RFMCH Huguenot Property Owner LLC is also herein giving Huguenot Partners LLC, RFMCH Huguenot Development Partners LLC, and Huguenot Centre Holdings, LLC permission to place an environmental easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program requirements.

Sincerely,



RFMCH Huguenot Property Owner LLC

By: Louis Cappelli