



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:

Existing requestor recently gained ownership of the site. Documentation of this change in ownership is provided herewith as Exhibit "A". Also see accompanying Change of Use form.

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

Section I. Existing Agreement Information

BCP SITE NAME: Church-Division Street, Tower A

BCP SITE NUMBER: C360187

NAME OF CURRENT APPLICANT(S): RXR Church-Division Tower A Holdings LLC

INDEX NUMBER OF EXISTING AGREEMENT: C360187-06- DATE OF EXISTING AGREEMENT: 06-26-19

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

NAME

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

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:

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)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

1. Are any enforcement actions pending against the requestor regarding this site? 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 26 South Division Street

CITY/TOWN New Rochelle

ZIP CODE 10805

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
26 South Division Street		2	414	0008	.992

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Church-Division Street, Tower A	BCP SITE NUMBER: C360187
NAME OF CURRENT APPLICANT(S): RXR Church-Division Tower A Holdings LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360187-06-19	
EFFECTIVE DATE OF EXISTING AGREEMENT: 06-26-2019	

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

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 Shore to Shore Foster 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. Andrew Gonchar's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/25/2020 Signature: _____

Print Name: Andrew Gonchar

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

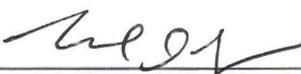
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site 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: June 26, 2019

Signature by the Department:

DATED: 12/1/20

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"

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



592953371DED0018

Westchester County Recording & Endorsement Page

Submitter Information

Name: **Stewart Title Insurance Company (pick up by Ramon)** Phone: **914-983-9393**
 Address 1: **711 Westchester Avenue, Ste 302** Fax: **914-997-1698**
 Address 2: Email: **nymetorscordings@stewart.com**
 City/State/Zip: **White Plains NY 10604** Reference for Submitter: **7146882- City NR**

Document Details

Control Number: **592953371** Document Type: **Deed (DED)**
 Package ID: **2019102200124001001** Document Page Count: **10** Total Page Count: **11**

Parties

Additional Parties on Continuation page
 2nd PARTY

1st PARTY
 1: **NEW ROCHELLE CITY CORP FOR LOCAL DEVELOPMENT - Other** 1: **RXR CHURCH-DIVISION TOWER A HOLDINGS LLC - Other**
 2: 2:

Property

Additional Properties on Continuation page

Street Address: **28 SOUTH DIVISION STREET** Tax Designation: **2-414-B**
 City/Town: **NEW ROCHELLE** Village:

Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: **RP-5217** 2: **TP-584**

Recording Fees

Statutory Recording Fee: **\$40.00**
 Page Fee: **\$56.00**
 Cross-Reference Fee: **\$0.00**
 Mortgage Affidavit Filing Fee: **\$0.00**
 RP-5217 Filing Fee: **\$250.00**
 TP-584 Filing Fee: **\$6.00**
 Total Recording Fees Paid: **\$350.00**

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: **\$0.00**
 Westchester: **\$0.00**
 Additional: **\$0.00**
 MTA: **\$0.00**
 Special: **\$0.00**
 Yonkers: **\$0.00**
 Total Mortgage Tax: **\$0.00**

Transfer Taxes

Consideration: **\$0.00**
 Transfer Tax: **\$0.00**
 Mansion Tax: **\$0.00**
 Transfer Tax Number: **4418**

Dwelling Type: Exempt:
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK

Record and Return To



Recorded: **10/29/2019 at 03:28 PM**
 Control Number: **592953371**
 Witness my hand and official seal

Pick-up at County Clerk's office

Timothy C. Liconi

Timothy C. Liconi
 Westchester County Clerk

Delbello, Donnellan Et Al
One North Lexington Avenue

White Plains, NY 10601
Attn: Ann F. Carlson, Esq.

1146682

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

CITY OF NEW ROCHELLE CORPORATION
FOR LOCAL DEVELOPMENT,
a New York local development corporation

TO

RXR CHURCH-DIVISION TOWER A HOLDINGS LLC
a Delaware limited liability company

SECTION: 2
BLOCK: 414
LOT: 8
CITY: New Rochelle
COUNTY: Westchester

RETURN BY MAIL TO:

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

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of the 24th day of September, 2019

BETWEEN CITY OF NEW ROCHELLE CORPORATION FOR LOCAL DEVELOPMENT, a New York local development corporation having an address at 515 North Avenue, New Rochelle, New York 10801 ("Grantor"), and RXR CHURCH-DIVISION TOWER A HOLDINGS LLC, a Delaware limited liability company having an address at 625 RXR Plaza Uniondale, New York 11556 ("Grantee"),

WITNESSETH, that the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

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

BEING, and intended to be the same premises acquired by Grantor from the City of New Rochelle by a certain deed dated September 24, 2019 which is intended to be recorded prior to the recordation of this deed;

TOGETHER with all right, title and interest, if any, of the 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 the Grantor in and to said premises;

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

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

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the 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.

AND said premises are sold subject to the following covenants and conditions: that the Grantee, for itself and its successors and/or assigns, does hereby represent, warrant, covenant and agree to and with Grantor, its successors and/or assigns, that Grantee, for itself and its successors and/or assigns, shall: (a) comply with all Federal, State of New York, City of New Rochelle and local laws, in effect from time to time, prohibiting discrimination or segregation by reason or race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the

sale, lease or rental or in the use or occupancy of the premises conveyed hereby or of any improvements erected or to be erected thereon, or any part thereof, (b) comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards, and (c) not effect or execute any agreement, lease, conveyance or other instrument whereby the premises conveyed hereby or any part thereof is restricted upon the basis of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the sale, lease or occupancy thereof, and that these covenants and restrictions shall be binding on and enforceable against Grantee, and each and every successor and/or assign of Grantee (including, without limitation, all subsequent owners of all or any portion of the premises, all tenants, licensees, occupants and/or users of all or any portion thereof), shall run with the land in perpetuity, and shall inure to the benefit of Grantor, its successors and/or assigns.

AND in amplification, and not in restriction of, the provisions of this deed, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided herein, and the United States shall be deemed a beneficiary of the covenant provided herein, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided.

AND said premises are sold subject to the following covenants and conditions: Grantor at its election can recover fee title of said premises upon payment by Grantor to Grantee or its successors, transferees or assigns, as the case may be, of an amount equal to the purchase price paid by Grantee to Grantor for said premises pursuant to that certain Master Developer Agreement, dated as of December 15, 2014, by and among Grantor, City of New Rochelle and RDRXR at New Rochelle LLC, as heretofore amended or supplemented (the "MDA"), for said premises if Grantee or its successors, transferees or assigns fails within four (4) years after the date of this deed to either (i) close on a construction loan with respect to which Grantee or its successors, transferees or assigns has certified and warranted in writing that such construction loan will, together with available equity and funds received from other financings (evidence of which, reasonably satisfactory to Grantor, shall be furnished by Grantee or its successors, transferees or assigns) be sufficient to fund the intended improvements for said premises or (ii) commence construction of such intended improvements. The foregoing reverter shall be terminated with respect to said premises upon the earlier to occur of either (x) a construction loan closing that will, together with available equity and funds received from other financings as hereinbefore described, be sufficient to fund the intended improvements for said premises, or (y) the commencement of construction of such intended improvements for said premises, provided the events set forth in either clause (x) or (y) above take place within the four (4) year time period set forth above. As used in this deed, the terms "commence construction" and "commencement of construction" shall mean:

(a) Grantee or its successors, transferees or assigns shall have certified and warranted in writing to Grantor that all pre-construction engineering and design necessary for construction commencement has been completed, all necessary licenses, permits and local and national environmental clearances have been received, all contractors have been engaged and all essential

equipment and supplies as, in each case, can reasonably be considered necessary for construction commencement have been ordered or are readily available, so that physical construction of the improvements may begin (subject to Agreed Tolling Events); and

(b) physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) at said premises has begun.

As used in this deed, the term "Agreed Tolling Events" means that whenever a period of time is prescribed for action to be taken by any party to this deed for commencement of construction, no party shall be liable or responsible for, and there shall be excluded from the computation of any such period of time the duration of any delays due to acts of God, war, insurrection, riot and in the event of a major strike or work stoppage. Notwithstanding anything to the contrary contained in this deed, whenever there is any action, proceeding, lawsuit and/or any other legal challenge or opposition brought as relates to the contemplated development and/or redevelopment of the premises and/or this deed, and commencement of construction cannot be undertaken in a commercially reasonable manner, the time for commencement of construction contained in this deed shall be extended for a period of time equal to the duration (from commencement through un-appealable resolution) of any such litigation or earlier date which Grantee, in its reasonable judgment, deems commercially reasonable to commence construction.

The words "Grantor" and "Grantee" shall be construed as if it read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

[The remainder of this page is intentionally left blank.]

[Signature page follows]

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

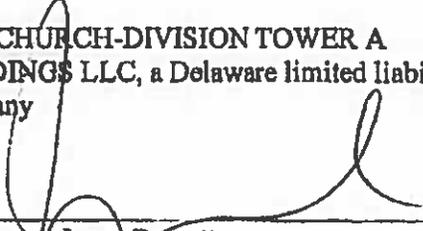
GRANTOR:

**CITY OF NEW ROCHELLE CORPORATION
FOR LOCAL DEVELOPMENT,
a New York local development corporation**

By: 
Name: *Adam Balgado*
Title: *executive director*

GRANTEE:

**RXR CHURCH-DIVISION TOWER A
HOLDINGS LLC, a Delaware limited liability
company**

By: 
Name: *Jason Barnett*
Title: *Authorized Person*

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

On the 23rd day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared ADAM SALGADO, 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

MICHELE L. HERING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6391898
Qualified in Westchester County
My Commission Expires 05-20-2023

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

On the 18th day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Barnett, 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.

STEVEN W. FIELDS
Notary Public, State of New York
Reg. No. 02F16305024
Qualified in Nassau County
Commission Expires October 25, 2022


Signature and Office of individual taking
acknowledgement

[Bargain and Sale Deed CLD to RXR CHURCH-DIVISION TOWER A HOLDINGS LLC]

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

On the ____ day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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

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

On the ____ day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Barnett, 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

[Bargain and Sale Deed CLD to RXR CHURCH-DIVISION TOWER A HOLDINGS LLC]

EXHIBIT A

Legal Description



**SECTION 2, BLOCK 414, LOT 8
CITY OF NEW ROCHELLE
WESTCHESTER COUNTY
NEW YORK**

BEGINNING at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being the northwesterly corner of Section 2, Block 414, Lot 8 (remaining lands) and running thence.

1. North 52°59'26" East, a distance of 53.59 feet to a point, thence;
2. North 47°04'26" East, a distance of 22.77 feet to a point, thence;
3. North 48°29'26" East, a distance of 25.16 feet to a point, thence;
4. South 36°26'32" East, a distance of 10.05 feet to a point, thence;
5. North 53°51'47" East, East, a distance of 107.70 feet to a point in the westerly right-of-way line of Church Street (variable width R.O.W.), thence;
6. Along the westerly right-of-way line of Church Street, South 36°08'43" East, a distance of 203.76 feet to a point, thence;
7. South 53°41'14" West, a distance of 208.59 feet to a point in the easterly right-of-way line of Division Street South (variable width R.O.W.), thence;
8. Along right-of-way line, North 36°15'25" West, a distance of 208.58 feet to the **POINT OF BEGINNING**.

Containing an area of 43,222 square feet or 0.992 acres more or less.

The above described property is a subject to 25' wide air right easement situated above elevation 100 feet for the benefit of Lot 8.01 shown on the map described below and described as follows:

BEGINNING at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being distant 183.58 feet on a bearing of South 36°15'25" East from the northwesterly corner of Section 2, Block 414, Lot 8 (remaining lands) and running thence;

North 53°41'14" East, a distance of 208.59 feet to a point, thence;

South 36°08'43" East, a distance of 25.00 feet to a point, thence;

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07089
t. 732.540.9700



South 53°41'14" West, a distance of 208.59 feet to a point, thence;

North 36°15'25" West, a distance of 25 feet to the **POINT OF BEGINNING**

Containing an area of 5,216 square feet or 0.120 acres more or less.

Being Lot 8 in Section 2, Block 141, shown on a map entitled "Minor Subdivision Plat, Church & Division Redevelopment, Section 2, Block 414, Lot 8, City of New Rochelle, Westchester County, New York," prepared by Paulus, Sokolowski and Sartor P.C., dated 04/12/2018 and filed on June 5, 2019 in the Westchester County Clark's Office as Map No. 29304.



Jaroslava Vonder
Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
September 18, 2019

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



592333481DED0052

Westchester County Recording & Endorsement Page Prepared: 9/18/2019 1:47:30 PM

Submitter Information

Name: DeBello Donnellan Weingarten Wise & Wiederkehr, L Phone: 914-881-0200
 Address 1: 1 North Lexington Ave. Fax:
 Address 2: Email: pic@ddw-law.com
 City/State/Zip: White Plains NY 10601 Reference for Submitter: Tower A Transfer NRCLD to RXR

Document Details

Control Number: 592333481 Document Type: Deed (DED)
 Package ID: 2019082100206001000 Document Page Count: 5 Total Page Count: 6

Parties

Additional Parties on Continuation page

1st PARTY 2nd PARTY
 1: CITY OF NEW ROCHELLE CORP FOR LOCAL DEVELOPM - Other 1: RXR CHURCH-DIVISION TOWER A HOLDINGSLLC - Other
 2: 2:

Property

Additional Properties on Continuation page

Street Address: 28 SOUTH DIVISION STREET Tax Designation: 2-414-8
 City/Town: NEW ROCHELLE Village:

Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$30.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$250.00
 TP-584 Filing Fee: \$5.00
 Total Recording Fees Paid: \$325.00

Mortgage Taxes

Document Date:
 Mortgage Amount: \$0.00
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: \$0.00

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number:

Dwelling Type: Exempt:
 Serial #:

Record and Return To

Pick-up at County Clerk's office

DeBello Donnellan Weingarten Wise & Wiederkehr
 1 North Lexington Avenue
 Fl. 11
 White Plains, NY 10601
 Attn: Heidi Winslow, Esq.



Office of the Westchester County Clerk



592333489RPD004A

Supporting Document Cover Page

Submitter Information

Name:	DeBello Donnellan Weingarten Wise & Wiederkehr, L	Phone:	914-881-0200
Address 1:	1 North Lexington Ave.	Fax:	
Address 2:		Email:	plc@ddw-law.com
City/State/Zip	White Plains NY 10601	Reference for Submitter:	Tower A Transfer NRCLD to RXR

Parent Document Details

Control Number:	592333481	Document Type:	Deed (DED)
Package ID:	2019082100200001000		

Supporting Document Information

Supporting Document Type: RP-5217



FOR COUNTY USE ONLY

C1. BWS Code _____
C2. Date Deed Recorded _____
C3. Book _____ C4. Page _____

PROPERTY INFORMATION

PREP

1. Property Location 28 SOUTH DIVISION STREET
NEW ROCHELLE 10801
CITY OR TOWN NEW ROCHELLE ZIP CODE

2. Buyer Name RJR CHURCH-DIVISION TOWER A HOLDING LLC
LIST NUMBER/PROPERTY _____ PARTIAL

3. Tax Billing Address _____
Indicate where Action Tax Bills are to be sent if other than buyer address (at bottom of form) LIST NUMBER/PROPERTY _____ PARTIAL

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 of 9 parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:
5. Deed 0.00 0.00 OR 0.00
Property Size _____ ACRES _____ SQ FT

6. Seller Name CITY OF NEW ROCHELLE CORP FOR LOCAL DEVELOPM
LIST NUMBER/PROPERTY _____ PARTIAL

7. Select the description which most accurately describes the use of the property at the time of sale:
F. Commercial
Check the boxes below as they apply:
8. Ownership Type is Condominium
9. New Construction on a Vacant Land
10A. Property Located within an Agricultural District
10B. Buyer acquired a discharge order indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date 12/18/2014
12. Date of Sale/Transfer 9/24/2019
13. Full Sale Price 0.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please record in the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:
 A. Sale Between Relatives or Former Relatives
 B. Sale between Related Corporates or Partners in Business
 C. One of the Parties is also a Seller
 D. Buyer or Seller is Government Agency or Lawful Inhabitant
 E. Deed Type and Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less Than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Dates and Sale Date
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None

Comments on Condition: _____

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

16. Year of Assessment Roll from which information taken (YY) 19
17. Total Assessed Value 168,000.00
18. Property Class 437
19. School District Name New Rochelle
20. Yes Map Modifier(s)/Roll Modifier(s) (if more than first, attach sheet with additional modifier(s))
2-114-0

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE
Julia Bush
SELLER SIGNATURE Julia Bush DATE _____
BUYER SIGNATURE
RJR Church-Division Tower A Holding LLC
BUYER SIGNATURE Julia Bush DATE _____
Arthur Person

BUYER CONTACT INFORMATION
Buyer information for the buyer. Note: If buyer is LLC, partnership, corporation, joint trust, company, estate or other entity not an individual agent or beneficiary, then a name and contact information of an individual contact person who can be reached regarding the transfer must be entered. Type or print clearly.)
LAST NAME _____ FIRST NAME _____
JOB TITLE _____ TELEPHONE NUMBER (no. extension) _____
ADDRESS RJR Plaza
CITY/TOWN Urbicade COUNTY NY ZIP CODE 11688
BUYER'S ATTORNEY
LAST NAME Winkow FIRST NAME Hell
JOB TITLE _____ TELEPHONE NUMBER (no. extension) 914 8810200

202333481-002



Office of the Westchester County Clerk



592333490TPD0042

Supporting Document Cover Page

Submitter Information

Name:	DeiBello Donnellan Weingarten Wise & Wiederkehr, L	Phone:	914-681-0200
Address 1:	1 North Lexington Ave.	Fax:	
Address 2:		Email:	pic@ddw-law.com
City/State/Zip	White Plains NY 10601	Reference for Submitter:	Tower A Transfer NRCLD to RXR

Parent Document Details

Control Number:	592333481	Document Type:	Deed (DED)
Package ID:	2018082100206001000		

Supporting Document Information

Supporting Document Type: TP-684



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-584-1, instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual: last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) CITY OF NEW ROCHELLE CORP FOR LOCAL DEVELOPMENT	Social security number
	Mailing address 515 NORTH AVENUE	Social security number
	City State ZIP code NEW ROCHELLE NY 10801	Federal EIN 81-1721247
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
	Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Single member LLC <input type="checkbox"/> Other	
Mailing address 828 RXR PLAZA		Social security number
City State ZIP code UNIONDALE NY 11558		Federal EIN 82-3277122
Single member's name if grantee is a single member LLC (see instructions) RXR CHURCH-DIVISION TOWER A QOZB REIT LLC		Single member EIN or SSN 84-2865654

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
2-414-B	551000	26 SOUTH DIVISION STREET	NEW ROCHELLE	Westchester

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other	Date of conveyance <table style="border: 1px solid black; width: 100%; text-align: center;"> <tr> <td style="width: 33%;">8</td> <td style="width: 33%;">24</td> <td style="width: 33%;">2019</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	8	24	2019	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
8	24	2019							
month	day	year							

Condition of conveyance (check all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) d. <input type="checkbox"/> Conveyance to cooperative housing corporation e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) h. <input type="checkbox"/> Conveyance of cooperative apartment(s) i. <input type="checkbox"/> Syndication j. <input type="checkbox"/> Conveyance of air rights or development rights k. <input type="checkbox"/> Contract assignment	l. <input type="checkbox"/> Option assignment or surrender m. <input type="checkbox"/> Leasehold assignment or surrender n. <input type="checkbox"/> Leasehold grant o. <input type="checkbox"/> Conveyance of an easement p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state r. <input type="checkbox"/> Conveyance pursuant to divorce or separation s. <input type="checkbox"/> Other (describe) _____
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For recording officer's use	Amount received Schedule B., Part I § Schedule B., Part II §	Date received	Transaction number
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592333481-003

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) <input type="checkbox"/> 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

592333481-003

*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-86(B)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

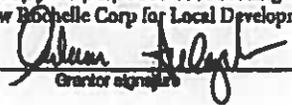
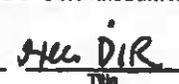
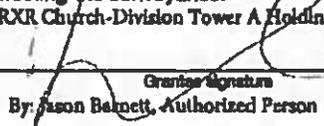
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission 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.)

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.

City of New Rochelle Corp for Local Development

RXR Church-Division Tower A Holdings LLC

 Grantor signature	 Title	 Grantee signature	_____ Title
		By: Jason Barnett, Authorized Person	
_____ 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.

592333481-003

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 665(c), but not as a condition of recording a deed.

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

592333481-003

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: Church-Division Street, Tower A DEC Site ID No. C360187

II. Contact Information of Person Submitting Notification:

Name: Gregory Allen, Esq., Allen & Desnoyers LLP
Address 1: 90 State Street, Suite 1009
Address 2: Albany, New York 12207
Phone: (518) 426-2288 E-mail: greg@allendesnoyers.com

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

- 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): Sep 24, 2019

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

~~The property was transferred from the City of New Rochelle Corporation for Local Development to RXR Church-Division Tower A Holdings by deed dated 9/24/19 and recorded in the office of the Westchester County Clerk on 10/23/19.~~

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:  _____
(Signature) (Date)

Adam Salgado, Executive Director CLD
(Print Name)

Address1: 515 NORTH AVE

Address2: NEW ROCHELLE, NY 10801

Phone: (914) 654-2083 E-mail: asalgado@newrochelleny.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: RXR Church-Division Tower A Holdings LLC

Address1: 825 RXR Plaza

Address2: Uniondale, New York 11556

Phone: (212) 797-1330 E-mail: rparelman@rxrrealty.com

Certifying Party Name: AKRF/Axel Schwent

Address1: 440 Park Ave South, 7th Floor

Address2: New York, New York 10016

Phone: (646) 388-9529 E-mail: aschwendt@akrf.com

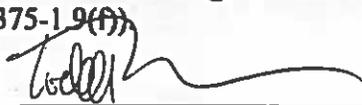
VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner 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:



(Signature)

11/11/20

(Date)

Todd Rechter, Authorized Person

(Print Name)

Address 1: _____

Address 2: _____

Phone: _____ E-mail: _____



Partners
Gregory J. Allen
Dale A. Desnoyers
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Patrick L. Kehoe

Of Counsel
Ralph F. Ambrosio
Darren S. O'Connor

November 20, 2020

Ms. Kelly Lewendowski
Chief, Site Control Section
New York State Department
of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233

Re: BCP Application to Amend Agreement/ Change of Use Form
DEC Region 3
RXR Church-Division Tower A
26 South Division Street
New Rochelle, NY 10805

Dear Ms. Lewendowski:

Enclosed please find the following documents for the brownfield site located at 26 South Division Street, New Rochelle, New York:

- 1) BCP Application to Amend Agreement with attachments (Revised Copy);
- 2) Original Change of Use Form

Also enclosed is a thumb drive containing a non-fillable .pdf of these documents. Feel free to contact me with any questions. Thank you in advance for your time and consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gregory J. Allen', written over a light grey rectangular background.

Gregory J. Allen, Esq.

Enclosures (2)