



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

☐ Other (explain in detail below)

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

This application seeks two separate amendments to the BCA: first, to revise the property description to reflect the subdivision of the site into multiple separate tax lots; and second, to add the new owners of those tax lots to the BCA.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: Former Peninsula Hospital Site		BCP SITE NUMBER: C241200
NAME OF CURRENT APPLICANT(S): Peninsula Rockaway Limited Partnership		
INDEX NUMBER OF AGREEMENT: C241200-08-17		DATE OF ORIGINAL AGREEMENT: 12/05/2017
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME EC A1 Limited Partnership		
ADDRESS c/o The Arker Companies, 1044 Northern Blvd.		
CITY/TOWN Roslyn		ZIP CODE 11576
PHONE (516) 277-9300	FAX	E-MAIL DMoritz@arkercompanies.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Daniel Moritz		
ADDRESS c/o The Arker Companies, 1044 Northern Blvd.		
CITY/TOWN Roslyn		ZIP CODE 11576
PHONE (516) 277-9300	FAX	E-MAIL DMoritz@arkercompanies.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Stephanie O. Davis, PG / FPM Group		
ADDRESS 640 Johnson Avenue, Suite 101		
CITY/TOWN Bohemia		ZIP CODE 11716
PHONE (631) 737-6200	FAX	E-MAIL s.davis@fpm-group.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Jon Schuyler Brooks / Freeborn & Peters LLP		
ADDRESS 1155 Avenue of the Americas - 26th Floor		
CITY/TOWN New York		ZIP CODE 10036
PHONE (646) 993-4456	FAX	E-MAIL jbrooks@freeborn.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Requestor is comprised of the same principals as the Existing Applicant, and is the new Beneficial Owner of Block 15843, Lot 15.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☒ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) (Requestors are Current Owners; see all page 2s)

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.

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

☐

Prior Owner

☒

Current Owner

☐

Potential /Future Purchaser

☐

Other

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

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

Section I. Current Agreement Information		
BCP SITE NAME: Former Peninsula Hospital Site		BCP SITE NUMBER: C241200
NAME OF CURRENT APPLICANT(S): Peninsula Rockaway Limited Partnership		
INDEX NUMBER OF AGREEMENT: C241200-08-17		DATE OF ORIGINAL AGREEMENT: 12/05/2017
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME EC A1 Commercial LLC		
ADDRESS c/o The Arker Companies, 1044 Northern Blvd.		
CITY/TOWN Roslyn		ZIP CODE 11576
PHONE (516) 277-9300	FAX	E-MAIL DMoritz@arkercompanies.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Daniel Moritz		
ADDRESS c/o The Arker Companies, 1044 Northern Blvd.		
CITY/TOWN Roslyn		ZIP CODE 11576
PHONE (516) 277-9300	FAX	E-MAIL DMoritz@arkercompanies.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Stephanie O. Davis, PG / FPM Group		
ADDRESS 640 Johnson Avenue, Suite 101		
CITY/TOWN Bohemia		ZIP CODE 11716
PHONE (631) 737-6200	FAX	E-MAIL s.davis@fpm-group.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Jon Schuyler Brooks / Freeborn & Peters LLP		
ADDRESS 1155 Avenue of the Americas - 26th Floor		
CITY/TOWN New York		ZIP CODE 10036
PHONE (646) 993-4456	FAX	E-MAIL jbrooks@freeborn.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Requestor is the prospective purchaser of one of the newly-designated tax lots.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☒ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) (Requestors are Current Owners; see all page 2s)

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.

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

☐

Prior Owner

☒

Current Owner

☐

Potential /Future Purchaser

☐

Other

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

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

Section I. Current Agreement Information		
BCP SITE NAME: Former Peninsula Hospital Site		BCP SITE NUMBER: C241200
NAME OF CURRENT APPLICANT(S): Peninsula Rockaway Limited Partnership		
INDEX NUMBER OF AGREEMENT: C241200-08-17 DATE OF ORIGINAL AGREEMENT: 12/05/2017		
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME EC Parcel, L.L.C.		
ADDRESS c/o Tishman Speyer, 45 Rockefeller Plaza		
CITY/TOWN New York, New York		ZIP CODE 10111
PHONE (212) 715-0353	FAX	E-MAIL MBenner@Tishmanspeyer.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> 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 Michael Benner		
ADDRESS c/o Tishman Speyer, 45 Rockefeller Plaza		
CITY/TOWN New York, New York		ZIP CODE 10111
PHONE (212) 715-0353	FAX	E-MAIL MBenner@Tishmanspeyer.com
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) Lawrence Schnapf, Schnapf LLC		
ADDRESS 55 E.87th Street #8B		
CITY/TOWN New York, New York		ZIP CODE 10128
PHONE 212-876-3189	FAX	E-MAIL Larry@Schnapflaw.com
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>Requestor acquired the following tax lots from the Existing Applicant: Block 15843; Lots 1, 25, 35, 45, 55, 65, 75, 85 & 95.</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: ☐ Existing Applicant ☒ New Applicant ☐ Non-Applicant

OWNER'S NAME (if different from requestor) (Requestors are Current Owners; see all page 2s)

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.

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

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

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

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

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

1. Property information on current agreement:

ADDRESS 51-15 Beach Channel Dr & 50-04 Rockaway Beach Blvd

CITY/TOWN Far Rockaway

ZIP CODE 11691

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 8.76

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	1	7.12
50-04 Rockaway Beach Blvd		15842	1	1.64

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	15	1.52
51-15 Beach Channel Dr		15843	1	1.10
[continued on next page]				

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

3. TOTAL REVISED SITE ACREAGE: [see last page 5]

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

1. Property information on current agreement:

ADDRESS 51-15 Beach Channel Dr /50-04 Rockaway Beach Blvd

CITY/TOWN Far Rockaway

ZIP CODE 11691

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 8.76

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	1	7.12
50-04 Rockaway Beach Blvd		15842	1	1.64

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	25	0.72
51-15 Beach Channel Dr		15843	95	0.99
[continued on next page]				

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

3. TOTAL REVISED SITE ACREAGE: [see last page 5]

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

1. Property information on current agreement:

ADDRESS 51-15 Beach Channel Dr /50-04 Rockaway Beach Blvd

CITY/TOWN Far Rockaway

ZIP CODE 11691

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 8.76

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	1	7.12
50-04 Rockaway Beach Blvd		15842	1	1.64

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	35	0.71
51-15 Beach Channel Dr		15843	45	0.86
[continued on next page]				

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

3. TOTAL REVISED SITE ACREAGE: [see last page 5]

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

1. Property information on current agreement:

ADDRESS 51-15 Beach Channel Dr /50-04 Rockaway Beach Blvd

CITY/TOWN Far Rockaway

ZIP CODE 11691

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 8.76

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	1	7.12
50-04 Rockaway Beach Blvd		15842	1	1.64

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	85	0.78
51-15 Beach Channel Dr		15843	55	0.69
[continued on next page]				

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

3. TOTAL REVISED SITE ACREAGE: [see last page 5]

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

1. Property information on current agreement:

ADDRESS 51-15 Beach Channel Dr /50-04 Rockaway Beach Blvd

CITY/TOWN Far Rockaway

ZIP CODE 11691

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 8.76

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	1	7.12
50-04 Rockaway Beach Blvd		15842	1	1.64

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
51-15 Beach Channel Dr		15843	75	0.86
51-15 Beach Channel Dr		15843	65	0.53

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

3. TOTAL REVISED SITE ACREAGE: 8.76

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>	

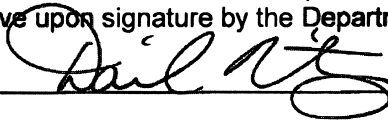
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Peninsula Hospital Site	BCP SITE NUMBER: C241200
NAME OF CURRENT APPLICANT(S): ROCKAWAY PENINSULA LIMITED PARTNERSHIP	
INDEX NUMBER OF AGREEMENT: C241200-08-17	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 12/05/2017	

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 <u>the Authorized Signatory</u>) of (entity <u>EC A1 GP LLC, General Partner of EC A1 LP</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.
My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: <u>11/3/21</u> Signature: <u></u>
Print Name: <u>Daniel Moritz</u>

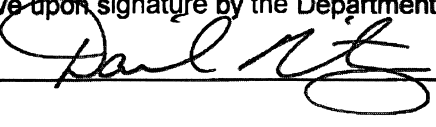
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Peninsula Hospital Site	BCP SITE NUMBER: C241200
NAME OF CURRENT APPLICANT(S): Peninsula Rockaway Limited Partnership	
INDEX NUMBER OF AGREEMENT: C241200-08-17	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 12/05/2017	

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 <u>Authorized Signatory</u>) of (entity <u>EC A1 Commercial 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.
My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.
Date: <u>11/3/21</u> Signature: 
Print Name: <u>Daniel Moritz</u>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Peninsula Hospital Site	BCP SITE NUMBER: C241200
NAME OF CURRENT APPLICANT(S): Peninsula Rockaway Limited Partnership	
INDEX NUMBER OF AGREEMENT: C241200-08-17	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 12/05/2017	

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 <u>authorized signatory</u>) of (entity <u>EC Parcel, L.L.C.</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. <u>Michael Benner's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>11/03/2021</u> Signature: <u>Michael B Benner</u> Print Name: <u>Michael Benner</u>

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

Date: 11/3/21 Signature: 

Print Name: Daniel Moritz

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement: 12/05/2017

Signature by the Department:

DATED: 11/17 12/9/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Director, DER

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 final, non-fillable Portable Document Format (PDF) must be sent to:

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** Albany/Bureau B

PROJECT MANAGER: Javier Perez-Maldonado

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

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

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This filed will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

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

Requestor Address, etc.

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

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.
Provide information for the requestor's attorney.

Please provide 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.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

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

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.

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

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

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

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

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

This page should only be completed if:

- a. The site is located in the five boroughs comprising New York City

AND

- b. The site does not currently have an eligibility determination for tangible property credits.

PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

EC A1 LIMITED PARTNERSHIP

1044 Northern Blvd. – 2nd Floor
Roslyn, New York 11576

As of November 18, 2021

Via E-Mail

Michael Benner, Esq.
EC Parcel, L.L.C.
c/o Tishman Speyer
45 Rockefeller Plaza
New York, NY 10111

RE: Right of Access to Former Peninsula Hospital Site (the “Property”) –
New York State Brownfield Cleanup Program (“BCP”)

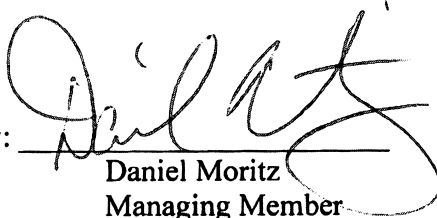
Dear Mr. Benner:

In furtherance of the Application to Amend the Brownfield Cleanup Agreement for the referenced BCP Site so as to add EC Parcel, L.L.C. as the new and current owner of certain lots within the BCP Site, this letter confirms that, upon approval by NYS DEC of the Application to Amend the BCA, EC Parcel, L.L.C. shall have the right to access the lot owned by EC A1 Limited Partnership for purposes of complying with the requirements of the BCP, including, if applicable, to place an environmental easement on the Property following the conclusion of remediation work.

Sincerely,

EC A1 LIMITED PARTNERSHIP

By: EC A1 GP LLC

By: 
Daniel Moritz
Managing Member

EC Parcel, L.L.C.
45 Rockefeller Plaza
New York, NY 10111

As of November 18, 2021

Via E-Mail

Mr. Daniel Moritz
EC A1 Limited Partnership
c/o The Arker Companies
1044 Northern Boulevard
Roslyn, NY 11576

RE: Right of Access to Former Peninsula Hospital Site (the "Property") –
New York State Brownfield Cleanup Program ("BCP") # C241200

Dear Mr. Moritz:

In furtherance of the Application to Amend the Brownfield Cleanup Agreement for the referenced BCP Site so as to add EC A1 Limited Partnership and EC A1 Commercial LLC as the new and current owners of certain lots within the BCP Site, this letter confirms that, upon approval by NYS DEC of the Application to Amend the BCA, EC A1 Limited Partnership and EC A1 Commercial LLC shall have the right to access the Property for purposes of complying with the requirements of the BCP, including, if applicable, to place an environmental easement on the Property following the conclusion of remediation work.

Sincerely,

EC Parcel, L.L.C.

By: Michael B Benner
Michael Benner
Authorized Signatory

DEED

THIS INDENTURE, made as of the 19th day of November, by **PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP.**, a New York not-for-profit corporation, having an address at c/o The Arker Companies, 1044 Northern Boulevard, 2nd Floor, Roslyn, New York 11576 (hereinafter referred to as "Grantor"), to **EC PARCEL, L.L.C.**, a Delaware limited liability company having an address at c/o Tishman Seyer Worldwide, L.L.C., 45 Rockefeller Plaza, New York, New York 10111 (hereinafter referred to as "Grantee").

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

ALL that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being, more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

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

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 improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[end of page]

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

GRANTOR:

**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.**

By: _____

Name: Daniel Moritz

Title: Authorized Signatory

STATE OF NEW YORK)

COUNTY OF NASSAU) ss.:

On the 14 day of November in the year 2021 before me, the undersigned, personally appeared **Daniel Moritz**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

Carol Giuliani
Signature and Office of individual taking
acknowledgment

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 20 24

Bargain and Sale Deed
Without Covenant Against Grantor's Acts

BLOCK: 15843
LOTS: 1, 25, 35, 45, 55, 65, 75, 85 & 95
COUNTY: Queens
STREET ADDRESS: 51-15 Rockaway Beach Blvd.

**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.**

BLOCK: 15857
LOT: 1
COUNTY: Queens
STREET ADDRESS: 51-17 Rockaway Beach Blvd.

TO

EC PARCEL, L.L.C.

RETURN BY MAIL TO:

Hunton Andrews Kurth LLP
200 Park Avenue
New York, New York 10166
Attention: Matthew A. Scoville, Esq.

Exhibit A

Block: 15843 Lot: 1

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

Beginning at a point on the southerly side of Beach Channel Drive, distant 225.02 feet easterly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence North 84 degrees 42 minutes 48 seconds East, along the southerly side of Beach Channel Drive, a distance of 205.04 feet to a point;

Thence South 04 degrees 23 minutes 06 seconds East a distance of 250.20 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 11.50 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 0.97 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 126.73 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 234.50 feet to the southerly side of Beach Channel Drive at the point or place of Beginning.

Block: 15843 Lot: 25

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

Beginning at a point on the easterly side of Beach 53rd Street, distant 301.71 feet southerly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence South 04 degrees 22 minutes 56 seconds East, along the easterly side of Beach 53rd Street, a distance of 142.37 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 225.00 feet to a point;

Thence North 04 degrees 23 minutes 20 seconds West a distance of 142.45 feet to a point;

Thence South 85 degrees 35 minutes 46 seconds West a distance of 224.98 feet to the easterly side of Beach 53rd Street at the point or place of Beginning.

Block: 15843 Lot: 35

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the easterly side of Beach 53rd Street, a distance of 350.15 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 96.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 318.19 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 66 degrees 34 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 44.69 feet to an angle point;

Thence South 67 degrees 41 minutes 48 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 56.49 feet to the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street, the point or place of Beginning.

Block: 15843 Lot: 45

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 101.18 feet easterly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, parallel with the easterly side of Beach 53rd Street, a distance of 318.19 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 129.00 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 278.48 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 81 degrees 17 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 17.84 feet to an angle point;

Thence South 66 degrees 34 minutes 59 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 117.65 feet to the point or place of Beginning.

Block: 15843 Lot: 55

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 220.35 feet westerly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.07 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 136.01 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 81 degrees 17 minutes 59 seconds East, along the northerly side of Rockaway Beach Boulevard a distance of 222.15 feet to an angle point;

Thence North 82 degrees 07 minutes 03 seconds East, continuing along the northerly side of Rockaway Beach Boulevard a distance of 23.58 feet to the point or place of Beginning.

Block: 15843 Lot: 65

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 101.88 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 219.94 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 117.85 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 82 degrees 07 minutes 03 seconds East, along the northerly side of Rockaway Beach Boulevard, a distance of 220.35 feet to the point or place of Beginning.

Block: 15843 Lot: 75

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

Beginning at a point on the westerly side of Beach 50th Street distant 101.88 feet northerly from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 174.95 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 220.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 174.96 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, a distance of 219.94 feet to the westerly side of Beach 50th Street, the point or place of Beginning.

Block: 15843 Lot: 85

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 142.47 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.06 feet to a point;

Thence South 04 degrees 23 minutes 31 seconds East a distance of 142.47 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.07 feet to the point or place of Beginning.

Block: 15843 Lot: 95

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 260.32 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 29.99 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 40.00 feet to a point;

Thence North 04 degrees 23 minutes 06 seconds West a distance of 170.68 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 11.50 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 0.97 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 126.73 feet to a point;

Thence South 04 degrees 23 minutes 20 seconds East a distance of 213.14 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.06 feet to the point or place of Beginning.

PERIMETER DESCRIPTION

Being the same plot, piece or parcel of land known as
TAX LOTS 1, 25, 35, 45, 55, 65, 75, 85, 95 in BLOCK No. 15843
BOROUGH AND COUNTY OF QUEENS, CITY OF NEW YORK

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

BEGINNING a point on the Southerly side of Beach Channel Drive (85' Wide) a distance of 225.02 feet easterly from the corner formed by the intersection of the said Southerly side of Beach Channel Drive with the Easterly side of Beach 53rd Street (50' Wide) and running thence the following several courses;

Easterly North 84 degrees 42 minutes 48 seconds East along the said Southerly side of Beach Channel Drive a distance of 205.04 feet to a point;

THENCE South 04 degrees 23 minutes 06 seconds East a distance of 420.89 feet to a point;

THENCE North 85 degrees 37 minutes 04 seconds East a distance 260.00 feet to the Westerly side of Beach 50th Street (50' Wide);

THENCE Southerly along the said Westerly side of Beach 50th Street South 04 degrees 22 minutes 56 seconds East a distance of 276.83 feet to the corner formed by the intersection of the said Westerly side of Beach 50th Street with the Northerly side of Rockaway Beach Boulevard (75' wide),

THENCE Westerly along the said Northerly side of Rockaway Beach Boulevard South 82 degrees 07 minutes 03 seconds West a distance of 243.93 feet to an angle point;

THENCE continuing Westerly along the said Northerly side of Rockaway Beach Boulevard South 81 degrees 17 minutes 59 seconds West a distance of 239.99 feet to an angle point,

THENCE Southwesterly along the said Northwesterly side of Rockaway Beach Boulevard South 66 degrees 34 minutes 59 seconds West a distance of 162.34 feet to an angle point;

THENCE continuing Southwesterly along the said Northwesterly side of Rockaway Beach Boulevard South 67 degrees 41 minutes 48 seconds West a distance of 56.49 feet to the corner formed by the intersection of the said Northwesterly side of Rockaway Beach Boulevard with the said Easterly side of Beach 53rd Street,

THENCE Northerly along the said Easterly side of Beach 53rd Street North 4 degrees 22 minutes 56 seconds West a distance of 492.52 feet to a point;

THENCE North 85 degrees 35 minutes 46 seconds East a distance of 224.98 feet to a point;

THENCE North 4 degrees 22 minutes 44 seconds West a distance of 305.18 feet to a point on the said southerly side of Beach Channel Drive and the point or place of BEGINNING.

Block 15857 Lot 1

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

Beginning at the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52nd Street;

Running thence easterly along the southerly side of Rockaway Beach Boulevard a distance of 120.24 feet (deed & Tax Map) 115.32 feet (survey);

Thence southerly, along a line forming an angle of 86 degrees 25 minutes 36.5 seconds on its westerly side with the southerly side of Rockaway Beach Boulevard, a distance of 102.82 feet;

Thence westerly, along a line forming an angle of 93 degrees 34 minutes 23.5 seconds on its northerly side with the preceding course, a distance of 30.03 feet;

Thence southerly, along a line forming an angle of 93 degrees 34 minutes 23.5 seconds on its easterly side with the preceding course, a distance of 59.55 feet (survey) (60.06 feet deed & Tax Map) to land now or formerly of the New York City Transit Authority;

Thence westerly, along a line forming an angle of 92 degrees 35 minutes 53 seconds on its northerly side with the preceding course and along land now or formerly of the New York City Transit Authority a distance of 90.09 feet (deed & Tax Map) 85.21 feet (survey) to the easterly side of Beach 52nd Street;

Thence northerly along the easterly side of Beach 52nd Street a distance of 160.84 feet to the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the former easterly side of Beach 52nd Street, the point or place of Beginning.

**SECOND AMENDED AND RESTATED
DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

^{as of}
November 10th, 2021

between

PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP.

and

PENINSULA ROCKAWAY LIMITED PARTNERSHIP

and

EC A1 LIMITED PARTNERSHIP

and

EDGEMERE AA LLC

and

EDGEMERE AL LLC

and

EDGEMERE DM LLC

and

EDGEMERE BA LLC

and

EDGEMERE SB LLC

and

SPG PENINSULA LLC

and

SPG BEACH CHANNEL LLC

Please record and return to:

Seiden & Schein, P.C.
570 Lexington Avenue, 14th Floor
New York, New York 10022
Attn: David Shamshovich, Esq.

Property:

51-15 Rockaway Beach Blvd.
51-17 Rockaway Beach Blvd.
County of Queens
Block: 15843, Lots: 1, 15, 25, 35, 45, 55, 65,
75, 85 & 95 (f/k/a Block: 15482, Lot: 1 &
Block: 15843, Lot: 1)
Block: 15857, Lot 1

**SECOND AMENDED AND RESTATED
DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

THIS SECOND AMENDED AND RESTATED DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this "Agreement") is made as of this 10th day of November 2021, by and between **PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP.**, a New York not-for-profit corporation, organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York (the "HDFC"), **PENINSULA ROCKAWAY LIMITED PARTNERSHIP**, a New York limited partnership (the "Partnership"), **EC A1 LIMITED PARTNERSHIP**, a New York limited partnership (the "New Partnership"), **EDGEMERE AA LLC, EDGEMERE AL LLC, EDGEMERE DM LLC, EDGEMERE BA LLC, EDGEMERE SB LLC, SPG PENINSULA LLC and SPG BEACH CHANNEL LLC**, each a New York limited liability (collectively, the "TICs", and together with the HDFC, the Partnership and the New Partnership referred to herein collectively as the "Parties"), all having an office at c/o The Arker Companies, 1044 Northern Boulevard, 2nd Floor, Roslyn, New York 11576.

WITNESSETH:

WHEREAS, pursuant to that certain deed, dated May 5, 2016, and recorded in the Office of the City Register of the City of New York (the "City Register") on May 19, 2016, under CRFN 2016000172285, HDFC acquired fee title to those certain parcels of real property in the Borough and County of Queens, City and State of New York, located in Block: 15843, Lots: 1, 15, 25, 35, 45, 55, 65, 75, 85 & 95 (f/k/a Block: 15482, Lot: 1 and Block: 15843, Lot: 1) on the Tax Map of the City of New York, Queens County ("Tax Map"), as more particularly described on Schedule A-1 attached hereto and made a part hereof (Lots 1, 25, 35, 45, 55, 65, 75, 85 & 95 are referred to herein collectively as the "A Parcels"; Lot 15 is referred to herein as the "A-1 Parcel", and together with the A Parcels referred to herein collectively as "Property A"); and

WHEREAS, pursuant to that certain Declaration of Interest and Nominee Agreement entered into between HDFC and Partnership, dated May 5, 2016, and recorded on May 19, 2016 in the City Register, under CRFN 2016000172286 (the "Property A Nominee Agreement"), HDFC then held and continues to hold fee interest to the Parcel A Property (and any remaining portion thereof) solely as a nominee legal or record title holder on behalf of Partnership, and Partnership then held and continues to hold all of the equitable and beneficial interest to Property A (and any remaining portion thereof); and

WHEREAS, pursuant to that certain deed, dated June 9, 2016, and recorded in the City Register on July 1, 2016, under CRFN 2016000223887, HDFC acquired fee title to that certain parcel of real property in the Borough and County of Queens, City and State of New York, located in Block: 15857, Lot: 1 on the Tax Map, as more particularly described on Schedule A-2

attached hereto and made a part hereof (the "Property B", and together with Property A referred to herein collectively as the "Property"); and

WHEREAS, pursuant to that certain Declaration of Interest and Nominee Agreement between the HDFC and the Partnership, dated June 9, 2016, and recorded in the City Register on July 1, 2016, under CRFN 2016000223888 (the "Property B Nominee Agreement"), HDFC then held and continues to hold fee interest to Property B (and any remaining portion thereof) solely as a nominee legal or record title holder on behalf of Partnership, and Partnership then held and continues to hold all of the equitable and beneficial interest to Property B (and any remaining portion thereof); and

WHEREAS, the HDFC and the Partnership entered into that certain Amended and Restated Declaration of Interest and Nominee Agreement, dated January 13, 2020, and recorded in the City Register on February 24, 2020, under CRFN 2020000070728 (the "Property Nominee Agreement"), which, among other things, amended and restated the Property A Nominee Agreement to include Property B and terminated the Property B Nominee Agreement; and

WHEREAS, in connection with the development of the Property, the HDFC the Partnership, the New Partnership and the TICs desire to enter into this Agreement to further amend and restate the Property Nominee Agreement to reflect the transfers of the equitable and beneficial ownership interests in the (i) A Parcels and Property B (the "TIC Property") from the Partnership to the TICs, as Tenants in Common; and (ii) the A-1 Parcel from the Partnership to the New Partnership; and

WHEREAS, the HDFC, solely as nominee legal or record title holder on behalf of the TICs, shall hold such nominal ownership interest, in and to the TIC Property for the future development thereon of a residential affordable housing rental project (the "TIC Project"); and

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

WHEREAS, the HDFC is authorized to own and hold legal or record title to the TIC Property on behalf of and as nominee of the TICs, and the TICs shall possess the entire equitable and beneficial ownership interest in and to the TIC Property and the TIC Project; and

WHEREAS, the HDFC, solely as nominee, legal and record title holder on behalf of the New Partnership, shall hold such nominal ownership interest, in and to the A-1 Parcel, for the future development thereon of a residential affordable housing rental project (the "A-1 Project"); and

WHEREAS, the New Partnership and the HDFC desire that the HDFC hold the nominal,

legal and record title to the A-1 Parcel solely as nominee on behalf of the New Partnership, with the New Partnership retaining all of the equitable and beneficial ownership of the fee interest in the A-1 Parcel and the A-1 Project; and

WHEREAS, the HDFC is authorized to own and hold nominal, legal and record title to the A-1 Parcel on behalf of and as nominee of the New Partnership, and the New Partnership shall possess the entire equitable and beneficial ownership interest in and to the A-1 Parcel and the A-1 Project; and

WHEREAS, the Parties desire to set forth their agreement and understanding concerning all of the foregoing.

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

1. **HDFC's Rights and Obligations.** The HDFC is holding the nominal, legal and record fee title to (i) the TIC Property, solely as a nominee for, and on behalf of, the TICs, and (ii) the A-1 Parcel, solely as a nominee for, and on behalf of, the New Partnership. The Partnership hereby transfers all equitable and beneficial ownership interest in (i) the TIC Property and the TIC Project to the TICs, and (ii) the A-1 Parcel and the A-1 Project to the New Partnership, such that the TICs, in connection with the TIC Property, and the New Partnership, in connection with the A-1 Parcel, and not the HDFC, shall have an:

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, due to obsolescence or exhaustion, and shall bear risk of loss if the TIC Project or the A-1 Project, as applicable, is destroyed or damaged;

(b) unconditional right to receive all economic benefits associated with the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable;

(c) unconditional obligation to keep the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, in good condition and repair;

(d) unconditional and exclusive right to the possession of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the TIC Property and the TIC Project or the A-1 Parcel and the A-1

Project, as applicable, as may be required by TICs or the general partner of the New Partnership, as applicable, and/or any mortgage lenders with respect to the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to receive rental and any other income or profits from the operation of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable;

(h) unconditional obligation to pay for all of the capital investment in the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable;

(i) unconditional obligation to pay for all maintenance and operating costs in connection with the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable;

(j) unconditional and exclusive right to receive all income earned from the operation of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, and claim all deductions and low-income housing tax credits generated with respect to the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, on its annual federal, state and local tax returns;

(k) unconditional right to develop supportive housing units in TIC Project or the A-1 Project, as applicable, and to operate, manage and lease the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable, as such documents may be amended from time to time;

(l) unconditional and exclusive right to enter into easement agreements and to grant any and all easements in connection with the development and operation of the TIC Property and the TIC Project or the A-1 Parcel and the A-1 Project, as applicable; and

2. Mortgages on the Property. The HDFC hereby agrees, at the direction of the TICs, in connection with the TIC Property, and the New Partnership, in connection with the A-1 Parcel, to execute any and all documents (the "Loan Documents") necessary to grant to the financial institution or institutions making loans (the "Loans") to the TICs to finance the development of the TIC Project or to the New Partnership to finance the development of the A-1 Project, as applicable, a mortgage or mortgages and any similar security interests on the TIC Property or the A-1 Parcel, as applicable, provided that such Loans are non-recourse to the HDFC.

3. Development and Operation of the Property. The HDFC agrees to execute any and all documents (collectively, the "Development/Operation Documents") required to be executed by the HDFC in connection with the development, operation and management of the TIC Property and the TIC Project, as determined by the TICs, or the A-1 Parcel and the A-1 Project, as determined by the New Partnership.

4. TIC and New Partnership Consent. The HDFC shall act solely as an agent on behalf of (i) the TICs, as principal, in all acts with respect to the TIC Property and the TIC Project, and (ii) the New Partnership, as principal, in all acts with respect to the A-1 Parcel and the A-1 Project. The HDFC shall not do any act with respect to (a) the TIC Property or the TIC Project, without the prior written consent of the TICs, or (b) the A-1 Parcel and the A-1 Project, without the prior written consent of the New Partnership, which consent may be withheld in the sole and absolute sole discretion of the TICs or New Partnership, as applicable. The HDFC and the TICs covenant and agree to operate the TIC Property and the TIC Project pursuant to the applicable Loan Documents the applicable Development/Operation Documents. The HDFC and the New Partnership covenant and agree to operate the A-1 Parcel and the A-1 Project pursuant to the applicable Loan Documents the applicable Development/Operation Documents.

5. Tax Exemption Benefits. The TICs shall make application on behalf of the HDFC to qualify the TIC Property, or any portion thereof, and the New Partnership shall make application on behalf of the HDFC to qualify the A-1 Parcel, or any portion thereof, for real estate tax exemption benefits pursuant to Article XI of the Private Housing Finance Law, Title 2, Section 420-c of the New York Real Property Tax Law or Section 421-a of the New York Real Property Tax Law, or any other tax exemption benefit program that may apply (the "Tax Exemption Benefits"), and the HDFC shall cooperate in executing any necessary documents required to make application for and to obtain the Tax Exemption Benefits and providing any documents, to the extent necessary, to qualify for the Tax Exemption Benefits. The HDFC shall use commercially reasonable efforts to operate the TIC Project and the A-1 Project within the guidelines of the applicable Tax Exemption Benefits program so that the TIC Property and the A-1 Property shall qualify for the Tax Exemption Benefits thereunder.

6. Insurance/Condemnation Proceeds. The HDFC agrees that all benefits accruing in connection with the TIC Project or the A-1 Project, as applicable, including all proceeds of any insurance policies and condemnation proceeds, if any, received by it, which relate to the TIC Project or the A-1 Project shall be received in its capacity as nominee of the TICs in connection with the TIC Property and the New Partnership in connection with the A-1 Parcel, and shall be immediately delivered to the TICs and the New Partnership, as applicable, including, but not limited to, liability, property, casualty and title insurance proceeds. The TICs shall be deemed an insured for purposes of the owner's policy of title insurance for the TIC Property and the New Partnership shall be deemed an insured for purposes of the owner's policy of title insurance for the A-1 Parcel.

7. HDFC's Sole Purpose. Notwithstanding anything to the contrary contained in its

articles of incorporation, by-laws or other governing documents, the HDFC's sole purpose shall be to hold legal title to (i) the TIC Property and the TIC Project solely for the benefit of the TICs, and (ii) the A-1 Parcel and the A-1 Project solely for the benefit of the New Partnership, and to the extent there is a conflict between the terms of this Agreement and the terms of such governing documents of the HDFC, the terms of this Agreement shall govern.

8. Notification to Third Parties. Upon the request of the TICs or the New Partnership, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of (i) the TICs in connection with the TIC Property, and (ii) the New Partnership in connection with the A-1 Parcel, with evidence of such notification reasonably satisfactory to the TICs or the New Partnership, as applicable. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested parties with respect to the HDFC holding title to the Property and the Project as nominee of the Partnership.

9. Conveyance of the TIC Property or the A-1 Parcel. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of (i) the TICs, to execute and deliver to the TICs a deed in proper recordable form transferring and conveying to the TICs all of the HDFC's right, title and interest in and to the TIC Property and the TIC Project, and (ii) the New Partnership, to execute and deliver to the New Partnership a deed in proper recordable form transferring and conveying to the New Partnership all of the HDFC's right, title and interest in and to the A-1 Parcel and the A-1 Project. The HDFC hereby unconditionally and unequivocally constitutes and appoints (a) the TICs to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such quitclaim deed and any other documents or instruments required to convey the TIC Property and the TIC Project on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC, and (b) the New Partnership to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such quitclaim deed and any other documents or instruments required to convey the A-1 Parcel and the A-1 Project on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC. The Parties agree that the HDFC's failure to comply with the provisions of this Paragraph 9 shall cause irreparable harm to the TICs or the New Partnership, as applicable, for which no adequate remedy at law will be available and, in addition to any other available remedies, the TICs and the New Partnership, as applicable, shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 9.

10. Representations, Warranties and Covenants.

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

- (a) so long as the HDFC shall hold legal title to the TIC Property and the TIC

Project, the TICs shall have complete and exclusive possession and control of the TIC Property and the TIC Project, and the HDFC shall not have any right to possess or control the TIC Property and the TIC Project;

(b) the TICs are the “owner” and the HDFC is not in any respects an “owner,” as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the TIC Property;

(c) the HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the TICs and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans to the TICs, low-income housing tax credits, or any grants or funds received in connection with the TIC Project;

(d) the HDFC shall not do or suffer to be done, any act or omission with the TIC Project, or the record title thereto, and shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the TIC Property or the TIC Project, and/or any part or parts thereof, and shall not do anything that would violate the provisions of Article XI of the Private Housing Finance Law, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the TIC Property and the TIC Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the TICs;

(e) the HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the TIC Property and the TIC Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the TIC Property and the TIC Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the TICs;

(f) the HDFC shall, at the request of the TICs, join in and be a party to any legal action or proceeding commenced against or relating to the TIC Property or the TIC Project;

(g) the HDFC shall not commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall not consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC or the TICs of any substantial part of its property, or if the HDFC or the TICs shall make any general assignment for the benefit of creditors, or if the HDFC or the TICs shall fail generally to pay its debts as such debts become due, or if the HDFC or the TICs shall take any action in furtherance of any of the foregoing;

(h) so long as the HDFC shall hold record fee title to the TIC Property and the

TIC Project, the HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the TIC Project and/or any part or parts thereof in any bankruptcy or other proceeding in which the TICs may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulatory or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the TIC Property and the TIC Project and/or any part or parts thereof;

(i) so long as the HDFC shall hold record fee title to the TIC Property and the TIC Project, the HDFC shall comply with all directions which may be given to it by the TICs with respect to the TIC Project, provided, however, that the HDFC shall not be required to take any action as provided in this Agreement unless furnished with sufficient funds by the TICs in connection therewith;

(j) so long as the HDFC shall hold record fee title to the TIC Property and the TIC Project, any and all notices, statements and communications received by the HDFC, as holder of record fee title with respect to the TIC Property and the TIC Project, shall be promptly delivered to the TICs;

(k) The TICs and the HDFC agree to comply with the terms, conditions and restrictions of the applicable Loan Documents and the Development/Operation Documents and of any affordable regulatory agreement affecting the TIC Property that may apply; and

(l) The HDFC shall hold legal or record title to the TIC Property solely as nominee for the TICs throughout the term of the applicable Loan Documents.

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

(a) so long as the HDFC shall hold legal title to the A-1 Parcel and the A-1 Project, the New Partnership shall have complete and exclusive possession and control of the A-1 Parcel and the A-1 Project, and the HDFC shall not have any right to possess or control the A-1 Parcel and the A-1 Project;

(b) the New Partnership is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the A-1 Parcel;

(c) the HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the New Partnership and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans to the New Partnership, low-income housing tax credits, or any grants or funds received in connection with the A-1 Project;

(d) the HDFC shall not do or suffer to be done, any act or omission with the

A-1 Project, or the record title thereto, and shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the A-1 Parcel or the A-1 Project, and/or any part or parts thereof, and shall not do anything that would violate the provisions of Article XI of the Private Housing Finance Law, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the A-1 Parcel or the A-1 Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the New Partnership;

(e) the HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the A-1 Parcel or the A-1 Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the A-1 Parcel or the A-1 Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the New Partnership;

(f) the HDFC shall, at the request of the New Partnership, join in and be a party to any legal action or proceeding commenced against or relating to the A-1 Parcel or the A-1 Project;

(g) the HDFC shall not commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall not consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC or the New Partnership of any substantial part of its property, or if the HDFC or the New Partnership shall make any general assignment for the benefit of creditors, or if the HDFC or the New Partnership shall fail generally to pay its debts as such debts become due, or if the HDFC or the New Partnership shall take any action in furtherance of any of the foregoing;

(h) so long as the HDFC shall hold record fee title to the A-1 Parcel and the A-1 Project, the HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the A-1 Project and/or any part or parts thereof in any bankruptcy or other proceeding in which the New Partnership may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulatory or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the A-1 Parcel and the A-1 Project and/or any part or parts thereof;

(i) so long as the HDFC shall hold record fee title to the A-1 Parcel and the A-1 Project, the HDFC shall comply with all directions which may be given to it by the New Partnership with respect to the A-1 Project, provided, however, that the HDFC shall not be required to take any action as provided in this Agreement unless furnished with sufficient funds

by the New Partnership in connection therewith;

(j) so long as the HDFC shall hold record fee title to the A-1 Parcel and the A-1 Project, any and all notices, statements and communications received by the HDFC, as holder of record fee title with respect to the A-1 Parcel and the A-1 Project, shall be promptly delivered to the New Partnership;

(k) The New Partnership and the HDFC agree to comply with the terms, conditions and restrictions of the applicable Loan Documents and the Development/Operation Documents and of any affordable regulatory agreement affecting the A-1 Parcel that may apply; and

(l) The HDFC shall hold legal or record title to the A-1 Parcel solely as nominee for the New Partnership throughout the term of the applicable Loan Documents.

11. Power of Attorney. It shall be the sole and absolute discretion of (i) the TICs to assign, encumber, transfer or sell the TIC Property or the TIC Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and (ii) the New Partnership to assign, encumber, transfer or sell the A-1 Parcel or the A-1 Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC. The HDFC hereby unconditionally and unequivocally constitutes and appoints the TICs, in connection with the TIC Property and the TIC Project, and the New Partnership, in connection with the A-1 Parcel and the A-1 Project, as applicable, to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution, execute and, to the extent required, record (i) any such deed and any other documents or instruments required to convey the TIC Property or the A-1 Parcel or any portion thereof, as applicable, on behalf of the HDFC; (ii) any development agreement with the TICs or the developer of the TIC Property or the TIC Project or Partnership or the developer of the A-1 Parcel or the A-1 Project, as applicable; (iii) any and all leases with respect to the TIC Property or the A-1 Parcel, as applicable; (iv) any and all documents required to qualify the TIC Project or the A-1 Project, or any portion thereof, as applicable, for the Tax Exemption Benefits; (v) any and all Loan Documents with respect to the TIC Property or the A-1 Parcel, as applicable; (vi) any and all Development/Operation Documents with respect to the TIC Property or the A-1 Parcel, as applicable; (vii) all documents and instruments relating to any application of sales tax exemption or application for low income housing credits; and (viii) any other document or instrument with respect to the TIC Property or the TIC Project or the A-1 Parcel or the A-1 Project, as applicable, any and all such documents referenced in clause (i) through (viii) above in the name, place and stead of the HDFC with the same force and effect as if such documents were executed and, to the extent required, by the HDFC. The Parties agree that the HDFC's failure to comply with this Paragraph 12 shall cause irreparable harm to the TICs or the New Partnership, as applicable, for which no adequate remedy at law will be available and, in addition to any other available remedies to which the TICs or the New Partnership, as applicable, may be entitled, the

TICs or the New Partnership, as the case may be, shall also be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 11.

12. Indemnification.

(a) The TICs shall protect, defend, indemnify, and hold the HDFC harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with third parties arising out of or in any way relating to (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the TIC Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the TIC Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the TICs to perform or comply with any of the terms of the Loan Documents or the Regulatory Agreement or any applicable law, rule or regulation in connection with the TIC Property to the TIC Project; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the TIC Property or any part thereof; (v) defect in the construction of the TIC Property or the TIC Project; (vi) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Loan Documents applicable to the TIC Property or the TIC Project; or (vii) the payment of New York City or State real property transfer taxes or New York State sales tax (the items set forth in subparagraphs (i) through (vii) hereinafter collectively referred to as the "TIC Claims"), except for those TIC Claims arising out of or resulting from the misconduct or the negligent acts or omissions of the HDFC in breach of this Agreement. In the event of a TIC Claim, the TICs and/or the insurer for the TICs shall have the right to select its own counsel.

(b) The TICs shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with the TICs or with any third party) (collectively, the "TIC Environmental Claims") imposed upon or incurred by or asserted against HDFC by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as hereinafter defined) on, from or affecting the TIC Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except for those TIC Environmental Claims arising out of or resulting from the misconduct or the negligence or the acts or omissions of the HDFC, which shall be the

obligation of the HDFC or which are the obligation of the HDFC pursuant to any lease or other agreement between the HDFC and the TICs. The obligations and liabilities of the TICs under this Paragraph shall survive (x) completion of the TIC Project and (y) any foreclosure involving the TIC Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure.

(c) The New Partnership shall protect, defend, indemnify, and hold the HDFC harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with third parties arising out of or in any way relating to (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the A-1 Parcel or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the A-1 Parcel or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the New Partnership to perform or comply with any of the terms of the Loan Documents or the Regulatory Agreement or any applicable law, rule or regulation applicable to the A-1 Parcel or the A-1 Project; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the A-1 Parcel or any part thereof; (v) defect in the construction of the A-1 Parcel or the A-1 Project; (vi) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Loan Documents applicable to the A-1 Parcel or the A-1 Project; or (vii) the payment of New York City or State real property transfer taxes or New York State sales tax (the items set forth in subparagraphs (i) through (vii) hereinafter collectively referred to as the "New Partnership Claims"), except for those New Partnership Claims arising out of or resulting from the misconduct or the negligent acts or omissions of the HDFC in breach of this Agreement. In the event of a New Partnership Claim, the New Partnership and/or the New Partnership's insurer shall have the right to select its own counsel.

(d) The New Partnership shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with the New Partnership or with any third party) (collectively, the "New Partnership Environmental Claims") imposed upon or incurred by or asserted against HDFC by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the A-1 Parcel, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except for those New Partnership Environmental Claims arising out of or

resulting from the misconduct or the negligence or the acts or omissions of the HDFC, which shall be the obligation of the HDFC or which are the obligation of the HDFC pursuant to any lease or other agreement between the HDFC and the New Partnership. The New Partnership's obligations and liabilities under this Paragraph shall survive (x) completion of the A-1 Project and (y) any foreclosure involving the A-1 Parcel, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure.

(e) "Hazardous Materials" as used herein means, including, by example, but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

13. Miscellaneous Provisions.

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

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

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

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

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

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

(g) A copy of any notice to the TICs or the New Partnership shall also be delivered to:

Seiden & Schein, P.C.
570 Lexington Avenue, 14th floor
New York, New York 10022
Attn: Alvin Schein, Esq. and David Shamshovich, Esq.

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

(i) The TICs, the New Partnership and the HDFC hereby irrevocably submit to the jurisdiction of any New York State or Federal court sitting in the City of New York, County of New York over any suit, action or proceeding arising out of or relating to this Agreement.

(j) The New Partnership, the New Partnership and the HDFC hereby, knowingly, voluntarily, intentionally, expressly and unconditionally waive, in connection with any suit, action or proceeding, arising out of, under or in connection with this Agreement, any and every right either or both of them may have to a trial by jury.

(k) Any third party may rely on this Agreement with respect to the rights and obligations of the TICs, the New Partnership and the HDFC hereunder.

(l) This Agreement may be executed in one or more counterparts, and by different signatories hereto in separate counterparts each of which when so executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

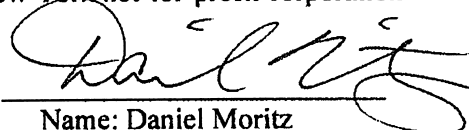
(m) Nothing in this Agreement shall confer any rights upon any person other than the TICs, the New Partnership and the HDFC and their permitted successors and assigns.

(n) This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by written agreement between the Parties.

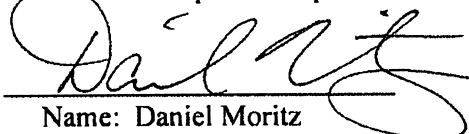
[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Second Amended and Restated Declaration of Interest and Nominee Agreement as of the date and year first written above.


**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.,**
a New York not-for-profit corporation

By: 
Name: Daniel Moritz
Title: Authorized Signatory

PENINSULA ROCKAWAY L.P.,
a New York limited partnership

By: 
Name: Daniel Moritz
Title: Authorized Signatory

EC A1 L.P.,
a New York limited partnership

By: 
Name: Daniel Moritz
Title: Authorized Signatory

EDGEMERE AA LLC,
a New York limited liability company

By: _____
Name: Alex Arker
Title: Sole Member

EDGEMERE AL LLC,
a New York limited liability company

By: _____
Name: Allan Arker
Title: Sole Member

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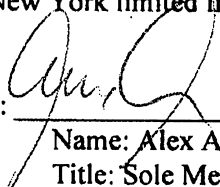
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Title: Authorized Signatory

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By: _____
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Name: Alex Arker
Title: Sole Member

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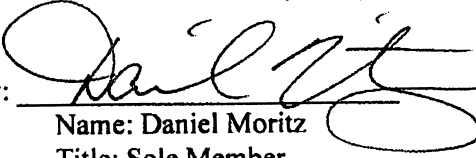
EDGEMERE AA LLC,
a New York limited liability company

By: _____
Name: Alex Arker
Title: Sole Member

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a New York limited liability company

By:  _____
Name: Allan Arker
Title: Sole Member

EDGEMERE DM LLC,
a New York limited liability company

By: 
Name: Daniel Moritz
Title: Sole Member

EDGEMERE BA LLC,
a New York limited liability company

By: _____
Name: Blanche Arker
Title: Sole Member

EDGEMERE SB LLC,
a New York limited liability company

By: _____
Name: Simon Bacchus
Title: Authorized Signatory

SPG PENINSULA LLC,
a New York limited liability company

By: _____
Name: Martin Nussbaum
Title: Authorized Signatory

SPG BEACH CHANNEL LLC,
a New York limited liability company

By: _____
Name: Martin Nussbaum
Title: Authorized Signatory

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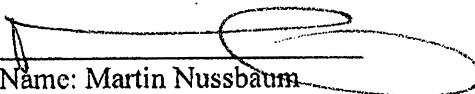
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By: _____
Name: Blanche Arker
Title: Sole Member

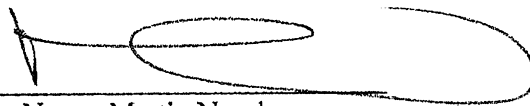
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Title: Authorized Signatory

SPG BEACH CHANNEL LLC,
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By:  _____
Name: Martin Nussbaum
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(Signature Page - Second Amended and Restated Nominee Agreement)

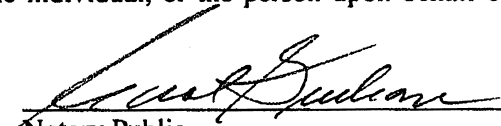
ACKNOWLEDGMENTS

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Daniel Moritz, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 2022

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Alex Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Allan Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENTS

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Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

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Notary Public

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NOTARY PUBLIC, STATE OF NEW YORK
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SS.:

COUNTY OF _____)

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Notary Public

ACKNOWLEDGMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Daniel Moritz, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Alex Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Allan Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



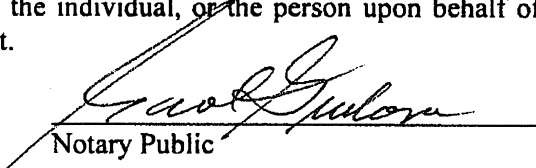
Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Blanche Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 2022

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Simon Bacchus, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Martin Nussbaum, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared **Blanche Arker**, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared **Simon Bacchus**, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 2022

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared **Martin Nussbaum**, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Blanche Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Simon Bacchus, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF New York)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Martin Nussbaum, personally known to be 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.

Michele Campbell
Notary Public

085857-003/00310494-1

Schedule A-1

Block: 15843 Lot: 1

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

Beginning at a point on the southerly side of Beach Channel Drive, distant 225.02 feet easterly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence North 84 degrees 42 minutes 48 seconds East, along the southerly side of Beach Channel Drive, a distance of 205.04 feet to a point;

Thence South 04 degrees 23 minutes 06 seconds East a distance of 250.20 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 11.50 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 0.97 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 126.73 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 234.50 feet to the southerly side of Beach Channel Drive at the point or place of Beginning.

Block: 15843 Lot: 15

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

Beginning at the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence North 84 degrees 42 minutes 48 seconds East, along the southerly side of Beach Channel Drive, a distance of 225.02 feet to a point;

Thence South 04 degrees 22 minutes 44 seconds East a distance of 305.18 feet to a point;

Thence South 85 degrees 35 minutes 46 seconds West a distance of 224.98 feet to the easterly side of Beach 53rd Street;

Thence North 04 degrees 22 minutes 56 seconds West, along the easterly side of Beach 53rd Street, a distance of 301.71 feet to the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street, the point or place of Beginning.

Block: 15843 Lot: 25

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

Beginning at a point on the easterly side of Beach 53rd Street, distant 301.71 feet southerly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence South 04 degrees 22 minutes 56 seconds East, along the easterly side of Beach 53rd Street, a distance of 142.37 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 225.00 feet to a point;

Thence North 04 degrees 23 minutes 20 seconds West a distance of 142.45 feet to a point;

Thence South 85 degrees 35 minutes 46 seconds West a distance of 224.98 feet to the easterly side of Beach 53rd Street at the point or place of Beginning.

Block: 15843 Lot: 35

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the easterly side of Beach 53rd Street, a distance of 350.15 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 96.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 318.19 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 66 degrees 34 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 44.69 feet to an angle point;

Thence South 67 degrees 41 minutes 48 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 56.49 feet to the corner formed by the intersection of

the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street, the point or place of Beginning.

Block: 15843 Lot: 45

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 101.18 feet easterly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, parallel with the easterly side of Beach 53rd Street, a distance of 318.19 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 129.00 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 278.48 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 81 degrees 17 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 17.84 feet to an angle point;

Thence South 66 degrees 34 minutes 59 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 117.65 feet to the point or place of Beginning.

Block: 15843 Lot: 55

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 220.35 feet westerly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.07 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 136.01 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 81 degrees 17 minutes 59 seconds East, along the northerly side of Rockaway Beach Boulevard a distance of 222.15 feet to an angle point;

Thence North 82 degrees 07 minutes 03 seconds East, continuing along the northerly side of Rockaway Beach Boulevard a distance of 23.58 feet to the point or place of Beginning.

Block: 15843 Lot: 65

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 101.88 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 219.94 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 117.85 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 82 degrees 07 minutes 03 seconds East, along the northerly side of Rockaway Beach Boulevard, a distance of 220.35 feet to the point or place of Beginning.

Block: 15843 Lot: 75

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

Beginning at a point on the westerly side of Beach 50th Street distant 101.88 feet northerly from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 174.95 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 220.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 174.96 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, a distance of 219.94 feet to the westerly side of Beach 50th Street, the point or place of Beginning.

Block: 15843 Lot: 85

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 142.47 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.06 feet to a point;

Thence South 04 degrees 23 minutes 31 seconds East a distance of 142.47 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.07 feet to the point or place of Beginning.

Block: 15843 Lot: 95

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 260.32 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 29.99 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 40.00 feet to a point;

Thence North 04 degrees 23 minutes 06 seconds West a distance of 170.68 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 11.50 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 0.97 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 126.73 feet to a point;

Thence South 04 degrees 23 minutes 20 seconds East a distance of 213.14 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.06 feet to the point or place of Beginning.

Schedule A-2

Block: 15857, Lot: 1

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

Beginning at the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52nd Street;

Running thence easterly along the southerly side of Rockaway Beach Boulevard a distance of 120.24 feet (deed & Tax Map) 115.32 feet (survey);

Thence southerly, along a line forming an angle of 86 degrees 25 minutes 36.5 seconds on its westerly side with the southerly side of Rockaway Beach Boulevard, a distance of 102.82 feet;

Thence westerly, along a line forming an angle of 93 degrees 34 minutes 23.5 seconds on its northerly side with the preceding course, a distance of 30.03 feet;

Thence southerly, along a line forming an angle of 93 degrees 34 minutes 23.5 seconds on its easterly side with the preceding course, a distance of 59.55 feet (survey) (60.06 feet deed & Tax Map) to land now or formerly of the New York City Transit Authority;

Thence westerly, along a line forming an angle of 92 degrees 35 minutes 53 seconds on its northerly side with the preceding course and along land now or formerly of the New York City Transit Authority a distance of 90.09 feet (deed & Tax Map) 85.21 feet (survey) to the easterly side of Beach 52nd Street;

Thence northerly along the easterly side of Beach 52nd Street a distance of 160.84 feet to the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the former easterly side of Beach 52nd Street, the point or place of Beginning.

**PARTIAL TERMINATION OF SECOND AMENDED AND RESTATED
DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

November __, 2021

between

PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP.

and

EDGEMERE AA LLC

and

EDGEMERE AL LLC

and

EDGEMERE DM LLC

and

EDGEMERE BA LLC

and

EDGEMERE SB LLC

and

SPG PENINSULA LLC

and

SPG BEACH CHANNEL LLC

Please record and return to:

Property:

Seiden & Schein, P.C.
570 Lexington Avenue, 14th Floor
New York, New York 10022
Attn: David Shamshovich, Esq.
51-15 Rockaway Beach Blvd.
51-17 Rockaway Beach Blvd.
County of Queens
Block: 15843, Lots: 1, 25, 35, 45, 55,
65, 75, 85 & 95 (f/k/a Block: 15482,
Lot: 1 and Block: 15843, Lot: 1),
Block: 15857, Lot 1

**PARTIAL TERMINATION OF THE SECOND AMENDED AND RESTATED
DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

THIS PARTIAL TERMINATION OF THE SECOND AMENDED AND RESTATED DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this "Partial Termination"), dated as of November __, 2021, by and between **PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP.**, a New York not-for-profit corporation, organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York (the "HDFC"), **EDGEMERE AA LLC, EDGEMERE AL LLC, EDGEMERE DM LLC, EDGEMERE BA LLC, EDGEMERE SB LLC, SPG PENINSULA LLC and SPG BEACH CHANNEL LLC**, each a New York limited liability (collectively, the "TICs"), all having an office at c/o The Arker Companies, 1044 Northern Boulevard, 2nd Floor, Roslyn, New York 11576.

WITNESSETH:

WHEREAS, the TICs and the HDFC entered into that certain Amended and Restated Declaration of Interest and Nominee Agreement (the "Nominee Agreement"), dated as of the date hereof, to be recorded in the Office of the City Register of the City of New York, Queens County, pursuant to which the TICs acquired all of the equitable and beneficial ownership interest in and to those certain parcels of real property in the Borough and County of Queens, City and State of New York, located in (1) Block: 15843, Lots: 1, 25, 35, 45, 55, 65, 75, 85 & 95 on the Tax Map of the City of New York, Queens County ("Tax Map"), as more particularly described on Schedule A-1 attached hereto and made a part hereof (referred to herein collectively as "Property A"), and (2) Block: 15857, Lot: 1 on the Tax Map, as more particularly described on Schedule A-2 attached hereto and made a part hereof (the "Property B", and together with Property A referred to herein collectively as the "Property"); and

WHEREAS, the TICs and the HDFC desire to partially terminate the Nominee Agreement, as it relates to the TICs and the Property, with the Nominee Agreement remaining in full force and effect with respect to the acquisition by EC A1 Limited Partnership, a New York limited partnership, which is not a party to this Partial Termination, of all of the equitable and beneficial ownership interest in and to that certain parcel of real property in the Borough and County of Queens, City and State of New York, located in Block: 15843, Lot: 15 on the Tax Map.

NOW, THEREFORE, in consideration of the sum of ten and 00/100ths dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree that the Nominee Agreement is hereby partially cancelled, terminated and of no further force and effect solely with respect to the TICs and the Property, and that none of the parties hereto have any further liabilities or obligations to the other under the Nominee Agreement in connection with the Property, except for those liabilities and obligations that expressly survive such termination thereof.

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

**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.,**
a New York not-for-profit corporation

By: _____

Name: Daniel Moritz

Title: Authorized Signatory

EDGEMERE AA LLC,
a New York limited liability company

By: _____

Name: Alex Arker

Title: Sole Member

EDGEMERE AL LLC,
a New York limited liability company

By: _____

Name: Allan Arker

Title: Sole Member

EDGEMERE DM LLC,
a New York limited liability company

By: _____

Name: Daniel Moritz

Title: Sole Member

EDGEMERE BA LLC,
a New York limited liability company

By: _____

Name: Blanche Arker

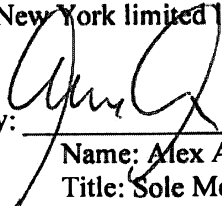
Title: Sole Member

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

**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.,**
a New York not-for-profit corporation

By: _____
Name: Daniel Moritz
Title: Authorized Signatory

EDGEMERE AA LLC,
a New York limited liability company

By:  _____
Name: Alex Arker
Title: Sole Member

EDGEMERE AL LLC,
a New York limited liability company

By: _____
Name: Allan Arker
Title: Sole Member

EDGEMERE DM LLC,
a New York limited liability company

By: _____
Name: Daniel Moritz
Title: Sole Member

EDGEMERE BA LLC,
a New York limited liability company

By: _____
Name: Blanche Arker
Title: Sole Member

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

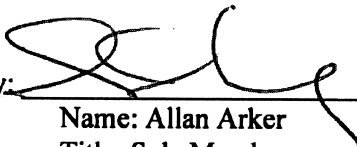
**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.,**
a New York not-for-profit corporation

By: _____
Name: Daniel Moritz
Title: Authorized Signatory

EDGEMERE AA LLC,
a New York limited liability company

By: _____
Name: Alex Arker
Title: Sole Member

EDGEMERE AL LLC,
a New York limited liability company

By:  _____
Name: Allan Arker
Title: Sole Member

EDGEMERE DM LLC,
a New York limited liability company

By: _____
Name: Daniel Moritz
Title: Sole Member

EDGEMERE BA LLC,
a New York limited liability company

By: _____
Name: Blanche Arker
Title: Sole Member

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

**PENINSULA ROCKAWAY HOUSING
DEVELOPMENT FUND CORP.,**
a New York not-for-profit corporation

By: _____
Name: Daniel Moritz
Title: Authorized Signatory

EDGEMERE AA LLC,
a New York limited liability company

By: _____
Name: Alex Arker
Title: Sole Member

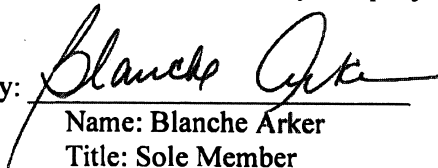
EDGEMERE AL LLC,
a New York limited liability company

By: _____
Name: Allan Arker
Title: Sole Member


EDGEMERE DM LLC,
a New York limited liability company

By: _____
Name: Daniel Moritz
Title: Sole Member

EDGEMERE BA LLC,
a New York limited liability company

By:  _____
Name: Blanche Arker
Title: Sole Member

EDGEMERE SB LLC,
a New York limited liability company

By: 
Name: Simon Bacchus
Title: Sole Member

SPG PENINSULA LLC,
a New York limited liability company

By: _____
Name: Martin Nussbaum
Title: Authorized Signatory

SPG BEACH CHANNEL LLC,
a New York limited liability company

By: _____
Name: Martin Nussbaum
Title: Authorized Signatory

[acknowledgements follow]

Name: Blanch Arker
Title: Sole Member

EDGEMERE SB LLC,
a New York limited liability company

By: _____
Name: Simon Bacchus
Title: Sole Member

SPG PENINSULA LLC,
a New York limited liability company

By: _____
Name: Martin Nussbaum
Title: Authorized Signatory

SPG BEACH CHANNEL LLC,
a New York limited liability company

By: _____
Name: Martin Nussbaum
Title: Authorized Signatory

[acknowledgements follow]

(Signature Page - Partial Termination of Second Amended and Restated Nominee Agreement)

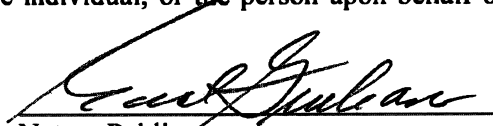
ACKNOWLEDGMENTS

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Daniel Moritz, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 20 22

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Alex Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Allan Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ACKNOWLEDGMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Daniel Moritz, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Alex Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 2021

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Allan Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ACKNOWLEDGMENTS

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Daniel Moritz, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Alex Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

ss.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Allan Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

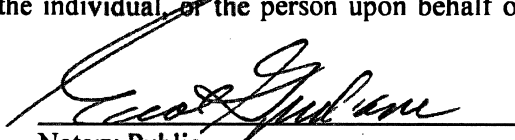

Notary Public

STATE OF NEW YORK)

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01G14803300
Qualified in Nassau County
My Commission Expires July 31, 2022

SS.:
COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Blanche Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 2022

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Simon Bacchus, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Martin Nussbaum, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Blanche Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

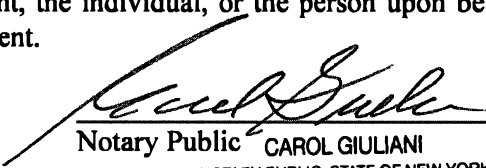
Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Simon Bacchus, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public CAROL GIULIANI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4803300
Qualified in Nassau County
My Commission Expires July 31, 20 22

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Martin Nussbaum, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Blanche Arker, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF _____)

On the ____ day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Simon Bacchus, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

SS.:

COUNTY OF New York)

On the 16 day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State personally appeared Martin Nussbaum, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHELE CAMPBELL
Notary Public, State of New York
Reg. No. 01CA6320440
Qualified in Kings County
Commission Expires March 02, 2023

Schedule A-1

Block: 15843 Lot: 1

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

Beginning at a point on the southerly side of Beach Channel Drive, distant 225.02 feet easterly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence North 84 degrees 42 minutes 48 seconds East, along the southerly side of Beach Channel Drive, a distance of 205.04 feet to a point;

Thence South 04 degrees 23 minutes 06 seconds East a distance of 250.20 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 11.50 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 0.97 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 126.73 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 234.50 feet to the southerly side of Beach Channel Drive at the point or place of Beginning.

Block: 15843 Lot: 25

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

Beginning at a point on the easterly side of Beach 53rd Street, distant 301.71 feet southerly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence South 04 degrees 22 minutes 56 seconds East, along the easterly side of Beach 53rd Street, a distance of 142.37 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 225.00 feet to a point;

Thence North 04 degrees 23 minutes 20 seconds West a distance of 142.45 feet to a point;

Thence South 85 degrees 35 minutes 46 seconds West a distance of 224.98 feet to the easterly side of Beach 53rd Street at the point or place of Beginning.

Block: 15843 Lot: 35

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the easterly side of Beach 53rd Street, a distance of 350.15 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 96.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 318.19 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 66 degrees 34 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 44.69 feet to an angle point;

Thence South 67 degrees 41 minutes 48 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 56.49 feet to the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street, the point or place of Beginning.

Block: 15843 Lot: 45

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 101.18 feet easterly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, parallel with the easterly side of Beach 53rd Street, a distance of 318.19 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 129.00 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 278.48 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 81 degrees 17 minutes 59 seconds West, along the northerly side of Rockaway

Beach Boulevard a distance of 17.84 feet to an angle point;

Thence South 66 degrees 34 minutes 59 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 117.65 feet to the point or place of Beginning.

Block: 15843 Lot: 55

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 220.35 feet westerly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.07 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 136.01 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 81 degrees 17 minutes 59 seconds East, along the northerly side of Rockaway Beach Boulevard a distance of 222.15 feet to an angle point;

Thence North 82 degrees 07 minutes 03 seconds East, continuing along the northerly side of Rockaway Beach Boulevard a distance of 23.58 feet to the point or place of Beginning.

Block: 15843 Lot: 65

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 101.88 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 219.94 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 117.85 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 82 degrees 07 minutes 03 seconds East, along the northerly side of Rockaway

Beach Boulevard, a distance of 220.35 feet to the point or place of Beginning.

Block: 15843 Lot: 75

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

Beginning at a point on the westerly side of Beach 50th Street distant 101.88 feet northerly from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 174.95 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 220.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 174.96 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, a distance of 219.94 feet to the westerly side of Beach 50th Street, the point or place of Beginning.

Block: 15843 Lot: 85

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 142.47 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.06 feet to a point;

Thence South 04 degrees 23 minutes 31 seconds East a distance of 142.47 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.07 feet to the point or place of Beginning.

Block: 15843 Lot: 95

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 260.32 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 29.99 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 40.00 feet to a point;

Thence North 04 degrees 23 minutes 06 seconds West a distance of 170.68 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 11.50 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 0.97 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 126.73 feet to a point;

Thence South 04 degrees 23 minutes 20 seconds East a distance of 213.14 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.06 feet to the point or place of Beginning.

PERIMETER DESCRIPTION

Being the same plot, piece or parcel of land known as
TAX LOTS 1, 25, 35, 45, 55, 65, 75, 85, 95 in BLOCK No. 15843
BOROUGH AND COUNTY OF QUEENS, CITY OF NEW YORK

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

BEGINNING a point on the Southerly side of Beach Channel Drive (85' Wide) a distance of 225.02 feet easterly from the corner formed by the intersection of the said Southerly side of Beach Channel Drive with the Easterly side of Beach 53rd Street (50' Wide) and running thence the following several courses;

Easterly North 84 degrees 42 minutes 48 seconds East along the said Southerly side of Beach Channel Drive a distance of 205.04 feet to a point;

THENCE South 04 degrees 23 minutes 06 seconds East a distance of 420.89 feet to a point;

THENCE North 85 degrees 37 minutes 04 seconds East a distance 260.00 feet to the Westerly side of Beach 50th Street (50' Wide);

THENCE Southerly along the said Westerly side of Beach 50th Street South 04 degrees 22 minutes 56 seconds East a distance of 276.83 feet to the corner formed by the intersection of the said Westerly side of Beach 50th Street with the Northerly side of Rockaway Beach Boulevard (75' wide),

THENCE Westerly along the said Northerly side of Rockaway Beach Boulevard South 82 degrees 07 minutes 03 seconds West a distance of 243.93 feet to an angle point;

THENCE continuing Westerly along the said Northerly side of Rockaway Beach Boulevard South 81 degrees 17 minutes 59 seconds West a distance of 239.99 feet to an angle point,

THENCE Southwesterly along the said Northwesterly side of Rockaway Beach Boulevard South 66 degrees 34 minutes 59 seconds West a distance of 162.34 feet to an angle point;

THENCE continuing Southwesterly along the said Northwesterly side of Rockaway Beach Boulevard South 67 degrees 41 minutes 48 seconds West a distance of 56.49 feet to the corner formed by the intersection of the said Northwesterly side of Rockaway Beach Boulevard with the said Easterly side of Beach 53rd Street,

THENCE Northerly along the said Easterly side of Beach 53rd Street North 4 degrees 22 minutes 56 seconds West a distance of 492.52 feet to a point;

THENCE North 85 degrees 35 minutes 46 seconds East a distance of 224.98 feet to a point;

THENCE North 4 degrees 22 minutes 44 seconds West a distance of 305.18 feet to a point on the said southerly side of Beach Channel Drive and the point or place of BEGINNING.

Schedule A-2

Block: 15857, Lot: 1

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

Beginning at the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52nd Street;

Running thence easterly along the southerly side of Rockaway Beach Boulevard a distance of 120.24 feet (deed & Tax Map) 115.32 feet (survey);

Thence southerly, along a line forming an angle of 86 degrees 25 minutes 36.5 seconds on its westerly side with the southerly side of Rockaway Beach Boulevard, a distance of 102.82 feet;

Thence westerly, along a line forming an angle of 93 degrees 34 minutes 23.5 seconds on its northerly side with the preceding course, a distance of 30.03 feet;

Thence southerly, along a line forming an angle of 93 degrees 34 minutes 23.5 seconds on its easterly side with the preceding course, a distance of 59.55 feet (survey) (60.06 feet deed & Tax Map) to land now or formerly of the New York City Transit Authority;

Thence westerly, along a line forming an angle of 92 degrees 35 minutes 53 seconds on its northerly side with the preceding course and along land now or formerly of the New York City Transit Authority a distance of 90.09 feet (deed & Tax Map) 85.21 feet (survey) to the easterly side of Beach 52nd Street;

Thence northerly along the easterly side of Beach 52nd Street a distance of 160.84 feet to the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the former easterly side of Beach 52nd Street, the point or place of Beginning.

CONSENT TO ACTION
OF THE
MEMBER
EC PARCEL, L.L.C.

The undersigned, being the sole member of EC Parcel, L.L.C., a Delaware limited liability company (the "Company"), hereby consents to and adopts the following resolution as of the date hereof:

WHEREAS, it is necessary and desirable for the Company to have individuals who are authorized to execute documents on behalf of the Company ("Authorized Signatories"); and

NOW, THEREFORE, be it resolved as follows:

RESOLVED, that each of Steven R. Wechsler, Paul A. Galiano, David Augarten, Joseph G. Doran and Michael B. Benner be, and he hereby is, appointed an Authorized Signatory, and as such is authorized and directed to execute any and all documents deemed by such Authorized Signatory to be necessary or desirable in connection with the New York State Department of Environmental Conservation, Brownfield Cleanup Program (BCP).

Dated the 1st day of November, 2021.

EC REIT, L.L.C.

By: _____

Name: Paul A. Galiano
Title: Senior Managing Director

RESOLUTION OF LIMITED LIABILITY COMPANY

The undersigned, being a Managing Member of EC A1 Commercial LLC, a New York limited liability company (the "Company"), does hereby resolve that:

1. Daniel Moritz is an Authorized Signatory of the Company and has the full power and authority on behalf of the Company to:

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

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

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

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

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

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

EC A1 COMMERCIAL LLC
A New York Limited Liability Company

By: 

Alex Arker
Managing Member

Dated: Roslyn, New York
As of November 4, 2021

RESOLUTION OF LIMITED PARTNERSHIP

The undersigned, being a Managing Member of EC A1 GP LLC, the General Partner of EC A1 Limited Partnership, a New York limited partnership (the "Company"), does hereby resolve that:

1. Daniel Moritz is an Authorized Signatory of the Company and has the full power and authority on behalf of the Company to:

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

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

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

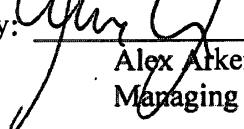
(d) Take any action necessary to the furtherance of the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

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

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

EC A1 LIMITED PARTNERSHIP
A New York Limited Partnership

By: EC A1 GP LLC

By: 
Alex Arker
Managing Member

Dated: Roslyn, New York
As of November 4, 2021

RESOLUTION OF LIMITED PARTNERSHIP

The undersigned, being a Managing Member of Peninsula Rockaway GP LLC, the General Partner of Peninsula Rockaway Limited Partnership, a New York limited partnership (the "Company"), does hereby resolve that:

1. Daniel Moritz is an Authorized Signatory of the Company and has the full power and authority on behalf of the Company to:

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

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

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

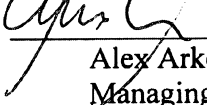
(d) Take any action necessary in furtherance of the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

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

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

**PENINSULA ROCKAWAY
LIMITED PARTNERSHIP**
A New York Limited Partnership

By: Peninsula Rockaway GP LLC

By: 
Alex Arker
Managing Member

Dated: Roslyn, New York
As of November 4, 2021

SCHEDULE A DESCRIPTION

Block 15843 Lot 15

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

Beginning at the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence North 84 degrees 42 minutes 48 seconds East, along the southerly side of Beach Channel Drive, a distance of 225.02 feet to a point;

Thence South 04 degrees 22 minutes 44 seconds East a distance of 305.18 feet to a point;

Thence South 85 degrees 35 minutes 46 seconds West a distance of 224.98 feet to the easterly side of Beach 53rd Street;

Thence North 04 degrees 22 minutes 56 seconds West, along the easterly side of Beach 53rd Street, a distance of 301.71 feet to the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street, the point or place of Beginning.

Block 15843 Lot 1

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

Beginning at a point on the southerly side of Beach Channel Drive, distant 225.02 feet easterly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence North 84 degrees 42 minutes 48 seconds East, along the southerly side of Beach Channel Drive, a distance of 205.04 feet to a point;

Thence South 04 degrees 23 minutes 06 seconds East a distance of 250.20 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 11.50 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 0.97 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 126.73 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West a distance of 234.50 feet to the southerly side of Beach Channel Drive at the point or place of Beginning.

Block 15843 Lot 25

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

Beginning at a point on the easterly side of Beach 53rd Street, distant 301.71 feet southerly from the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street;

Running thence South 04 degrees 22 minutes 56 seconds East, along the easterly side of Beach 53rd Street, a distance of 142.37 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 225.00 feet to a point;

Thence North 04 degrees 23 minutes 20 seconds West a distance of 142.45 feet to a point;

Thence South 85 degrees 35 minutes 46 seconds West a distance of 224.98 feet to the easterly side of Beach 53rd Street at the point or place of Beginning.

Block 15843 Lot 35

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the easterly side of Beach 53rd Street, a distance of 350.15 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 96.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 318.19 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 66 degrees 34 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 44.69 feet to an angle point;

Thence South 67 degrees 41 minutes 48 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 56.49 feet to the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street, the point or place of Beginning.

Block 15843 Lot 45

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 101.18 feet easterly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;

Running thence North 04 degrees 22 minutes 56 seconds West, parallel with the easterly side of Beach 53rd Street, a distance of 318.19 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East a distance of 129.00 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 278.48 feet to the northerly side of Rockaway Beach Boulevard;

Thence South 81 degrees 17 minutes 59 seconds West, along the northerly side of Rockaway Beach Boulevard a distance of 17.84 feet to an angle point;

Thence South 66 degrees 34 minutes 59 seconds West, continuing along the northerly side of Rockaway Beach Boulevard a distance of 117.65 feet to the point or place of Beginning.

Block 15843 Lot 55

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

Beginning at a point on the northerly side of Rockaway Beach Boulevard distant 220.35 feet westerly the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.07 feet to a point;

Thence South 04 degrees 23 minutes 21 seconds East a distance of 136.01 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 81 degrees 17 minutes 59 seconds East, along the northerly side of Rockaway Beach Boulevard a distance of 222.15 feet to an angle point;

Thence North 82 degrees 07 minutes 03 seconds East, continuing along the northerly side of Rockaway Beach Boulevard a distance of 23.58 feet to the point or place of Beginning.

Block 15843 Lot 65

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

Beginning at the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 101.88 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 219.94 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 117.85 feet to the northerly side of Rockaway Beach Boulevard;

Thence North 82 degrees 07 minutes 03 seconds East, along the northerly side of Rockaway Beach Boulevard, a distance of 220.35 feet to the point or place of Beginning.

Block 15843 Lot 75

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

Beginning at a point on the westerly side of Beach 50th Street distant 101.88 feet northerly from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street;

Running thence North 04 degrees 22 minutes 56 seconds West, along the westerly side of Beach 50th Street a distance of 174.95 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 220.00 feet to a point;

Thence South 04 degrees 22 minutes 56 seconds East a distance of 174.96 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, a distance of 219.94 feet to the westerly side of Beach 50th Street, the point or place of Beginning.

Block 15843 Lot 85

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 117.85 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 142.47 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 245.06 feet to a point;

Thence South 04 degrees 23 minutes 31 seconds East a distance of 142.47 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.07 feet to the point or place of Beginning.

Block 15843 Lot 95

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

Beginning at a point distant the following two courses and distances measured from the corner formed by the intersection of the northerly side of Rockaway Beach Boulevard with the westerly side of Beach 50th Street:

1. South 82 degrees 07 minutes 03 seconds West, measured along the northerly side of Rockaway Beach Boulevard a distance of 220.35 feet;
2. North 04 degrees 22 minutes 56 seconds West, a distance of 260.32 feet to the point or place of Beginning;

Running thence from said point or place of Beginning North 04 degrees 22 minutes 56 seconds West, a distance of 29.99 feet to a point;

Thence South 85 degrees 37 minutes 04 seconds West a distance of 40.00 feet to a point;

Thence North 04 degrees 23 minutes 06 seconds West a distance of 170.68 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 48.30 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 11.50 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 30.00 feet to a point;

Thence North 04 degrees 22 minutes 56 seconds West, a distance of 0.97 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 126.73 feet to a point;

Thence South 04 degrees 23 minutes 20 seconds East a distance of 213.14 feet to a point;

Thence North 85 degrees 37 minutes 04 seconds East, 245.06 feet to the point or place of Beginning.

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

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Department of State Division of Corporations

Entity Information

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Entity Details



ENTITY NAME: EC A1 LIMITED PARTNERSHIP

FOREIGN LEGAL NAME:

ENTITY TYPE: DOMESTIC LIMITED PARTNERSHIP

SECTION OF LAW: 121-201 LPA - LIMITED PARTNERSHIP

DATE OF INITIAL DOS FILING: 02/05/2020

EFFECTIVE DATE INITIAL FILING: 02/05/2020

FOREIGN FORMATION DATE:

COUNTY: Nassau

JURISDICTION: New York, United States

DOS ID: 5702673

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS: Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

NEXT STATEMENT DUE DATE:

NFP CATEGORY:

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

Service of Process Name and Address

Name: THE PARTNERSHIP

Address: 1044 NORTHERN BOULEVARD 2ND FL, ROSLYN, NY, United States, 11576

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value

Number Of Shares

Value Per Share

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

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Department of State

Division of Corporations

Entity Information

[Return to Results](#)

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Entity Details

ENTITY NAME: EC A1 COMMERCIAL LLC

DOS ID: 6296755

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY LAW - 203

ENTITY STATUS: Active

LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING: 10/05/2021

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 10/05/2021

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: Nassau

NEXT STATEMENT DUE DATE: 10/31/2023

JURISDICTION: New York, United States

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE LIMITED LIABILITY COMPANY

Address: 1044 Northern Blvd, 2nd Floor, Roslyn, NY, United States, 11576

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value

Number Of Shares

Value Per Share

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

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Department of State Division of Corporations

Entity Information

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Entity Details

ENTITY NAME: EC PARCEL, L.L.C.	DOS ID: 6310062
FOREIGN LEGAL NAME: EC PARCEL, L.L.C.	FICTITIOUS NAME:
ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: Active
DATE OF INITIAL DOS FILING: 10/21/2021	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 10/21/2021	INACTIVE DATE:
FOREIGN FORMATION DATE: 10/19/2021	STATEMENT STATUS: CURRENT
COUNTY: New York	NEXT STATEMENT DUE DATE: 10/31/2023
JURISDICTION: Delaware, United States	NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: c/o NATIONAL REGISTERED AGENTS, INC.

Address: 28 LIBERTY STREET, NEW YORK, NY, United States, 10005

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value

Number Of Shares

Value Per Share