



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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

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

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

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

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

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

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

Other (explain in detail below)

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

This BCA Amendment application seeks to add GO HPS LIHTC LLC as a requestor on the BCA. GO HPS LIHTC LLC will act as a developer of the property.

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

Section I. Existing Agreement Information		
BCP SITE NAME: HPS Parcel F		BCP SITE NUMBER: C241225
NAME OF CURRENT APPLICANT(S): GO HPS LLC & South Point Housing Development Fund Corporation		
INDEX NUMBER OF EXISTING AGREEMENT: C241225-11- <input type="checkbox"/> DATE OF EXISTING AGREEMENT: 12/3/18		
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME GO HPS LIHTC LLC		
ADDRESS 432 Park Ave South, 2nd Floor		
CITY/TOWN New York, NY		ZIP CODE 10016
PHONE 212-716-2520	FAX	E-MAIL srhoades@gothamorg.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> <li>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 &amp; 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.</li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Stephanie Rhoades		
ADDRESS 432 Park Ave South, 2nd Floor		
CITY/TOWN New York, NY		ZIP CODE 10016
PHONE 212-716-2520	FAX	E-MAIL srhoades@gothamorg.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Roux Environmental Engineering and Geology, D.P.C., Joe Duminuco		
ADDRESS 209 Shafter Street		
CITY/TOWN Islandia, New York		ZIP CODE 11749
PHONE 631-232-2600	FAX 631-232-9898	E-MAIL jduminuco@rouxinc.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Sive, Paget & Riesel P.C., Adam Stolorow		
ADDRESS 560 Lexington Avenue, 15th Floor		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE 212-421-2150	FAX 212-421-1891	E-MAIL astolorow@sprlaw.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:		
Change in requestor to add a new developer, GO HPS LIHTC LLC, to the BCA. The current requestors, GO HPS LLC and South Point Housing Development Fund Corporation, will stay on the BCA as a developer and the owner of the property, respectively.		

**Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)**

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

1. Are any enforcement actions pending against the requestor regarding this site?  Yes  No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?  Yes  No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site?  Yes  No  
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment.  Yes  No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information.  Yes  No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?  Yes  No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?  Yes  No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?  Yes  No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?  Yes  No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?  Yes  No
11. Are there any unregistered bulk storage tanks on-site which require registration?  Yes  No

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

PARTICIPANT

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

VOLUNTEER

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

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

**If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

Requestor's Relationship to Property (check one):

Prior Owner  Current Owner  Potential /Future Purchaser  Other Developer

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

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

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

ADDRESS Center Boulevard between 56th Ave. & 57th Ave. (street address not yet assigned)

CITY/TOWN Queens

ZIP CODE 11101

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
N/A Center Boulevard		Queens	6	30	0.79

Check appropriate boxes below:

Changes to metes and bounds description or TBL correction

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

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

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

Reduction of property

Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

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

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

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> 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
<b>From ECL 27-1405(31):</b>	
<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**

<b>Existing Agreement Information</b>	
BCP SITE NAME: HPS Parcel F	BCP SITE NUMBER: C241225
NAME OF CURRENT APPLICANT(S): GO HPS LLC & South Point Housing Development Fund Corporation	
INDEX NUMBER OF EXISTING AGREEMENT: C241225-11-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: December 3, 2018	

Declaration of Amendment:

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

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

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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

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

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

Date: 7/31/20 Signature: 

Print Name: David L. Picket

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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

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

Date: 8/6/20 Signature: \_\_\_\_\_

Print Name: David L. Picket, Authorized Signatory

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

PARTICIPANT

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

VOLUNTEER

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

Effective Date of the Original Agreement: 12/13/2013

Signature by the Department:

DATED: 10/5/20

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: \_\_\_\_\_

Michael J. Ryan, P.E., Director  
Division of Environmental Remediation



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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am President (title) of South Point Housing Development Fund Corporation (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: 08/06/2020 Signature: Scott Short

Print Name: Scott Short, President

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 12/8/2018

Signature by the Department:

DATED: 10/5/20

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Michael J. Ryan  
Michael J. Ryan, P.E., Director  
Division of Environmental Remediation

**SUBMITTAL INFORMATION:**

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

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

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**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_

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

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

**SECTION II NEW REQUESTOR INFORMATION**

Requestor Name

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

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

Requestor Address, etc.

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

Representative Name, Address, etc.

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

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

**SECTION IV****NEW REQUESTOR ELIGIBILITY INFORMATION**

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

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

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

Property Address

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

Tax Parcel Information

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

**ATTACHMENT A**  
**SECTION II: DOS DATABASE ENTRY**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through July 29, 2020.

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Selected Entity Name: GO HPS LIHTC LLC

Selected Entity Status Information

**Current Entity Name:** GO HPS LIHTC LLC

**DOS ID #:** 5624225

**Initial DOS Filing Date:** SEPTEMBER 19, 2019

**County:** NEW YORK

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

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

C/O GOTHAM ORGANIZATION, LLC

ATTENTION: CHARLES SCARLATOS

432 PARK AVENUE SOUTH, 2ND FL.

NEW YORK, NEW YORK, 10016

**Registered Agent**

NONE

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

**\*Stock Information**

**# of Shares      Type of Stock      \$ Value per Share**

No Information Available

\*Stock information is applicable to domestic business corporations.

### **Name History**

**Filing Date   Name Type      Entity Name**

SEP 19, 2019   Actual      GO HPS LIHTC LLC

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

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

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**ATTACHMENT B**  
**SECTION IV: REQUESTOR ELIGIBILITY INFORMATION**

**Volunteer Status of Requestor**

Requestor GO HPS LIHTC LLC meets the eligibility requirements of ECL 27-1407. In addition to the information provided in Section IV of the Brownfield Cleanup Agreement amendment application, GO HPS LIHTC LLC was formed as a limited liability company after the site had already been accepted into the BCP program. GO HPS LIHTC LLC has no affiliation with the previous owner(s) responsible for the contamination at the site. The entity is seeking acceptance into the Brownfield Cleanup Program in order to clean up contamination at the site.



**ATTACHMENT C**

**SECTION II: CORPORATE RESOLUTION**

**CORPORATE RESOLUTION**

The undersigned, being the Authorized Signatory of GO HPS LIHTC LLC, a New York limited liability company (the "LLC"), does hereby consent to and adopt the following resolutions:

**WHEREAS**, the LLC is the developer of certain real property located at the southern tip of Hunters Point, Queens, Tax Block 6, Lots 20 and 30 (the "Property");

**WHEREAS**, the Property has been accepted into the New York State Department of Environmental Conservation Brownfield Cleanup Program (the "BCP");

**WHEREAS**, the LLC desires to be added to the existing Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation (the "Agreement").

**NOW, THEREFORE, BE IT RESOLVED**, that the LLC is hereby authorized and directed to execute and deliver any and all documents in connection with the Agreement, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

**AND BE IT FURTHER RESOLVED**, that the LLC hereby authorizes and directs David L. Picket, as authorized signatory (the "Authorized Signatory") to acknowledge, execute and deliver for and on behalf of the LLC, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement and any required environmental easement for the Property, and to take such additional actions as they deem desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

**AND BE IT FURTHER RESOLVED**, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the LLC and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the LLC as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the LLC for all purposes.

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent in the capacity noted below as of this 1<sup>st</sup> day of August 2020.

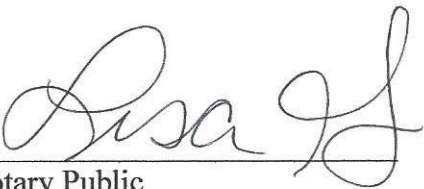


**David L. Picket, Authorized Signatory  
GO HPS LIHTC LLC**

**ACKNOWLEDGMENT**

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

On this 1<sup>st</sup> day of August, 2020, before me, the undersigned, personally appeared David L. Pickett, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

LISA GERECITANO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GE6350245  
Qualified in New York County  
My Commission Expires 11-07-2020

**ATTACHMENT D**

**SECTION IV: SITE ACCESS LETTER**

**GO HPS LLC & GO HPS LIHTC LLC**  
**C/O Stephanie Rhoades**  
**432 Park Avenue South, 2<sup>nd</sup> Floor**  
**New York, NY 10016**

August \_\_, 2020

South Point Housing Development Fund Corporation  
C/O Emily Kurtz  
217 Wyckoff Avenue  
Brooklyn, NY 11237

**Re: Site Access to Perform Brownfield Cleanup Work**  
**Queens, Block 6, Lot No. 20 & 30**


Dear Emily:


As you are aware, South Point Housing Development Fund Corporation is the current owner of two properties in Hunters Point South, designated on the Tax Map of the City of New York as Block 6 Lot 20 (“Parcel G”) and Block 6 Lot 30 (“Parcel F”) in Queens County (the “Sites”).

As a condition of the Brownfield Cleanup Program (“BCP”), GO HPS LLC and GO HPS LIHTC LLC are required to demonstrate access to the Sites from the current owner throughout the BCP project for the purpose of site investigation and remediation.

By execution of this letter, you are hereby agreeing to permit access to perform activities required by the BCP, and further agree to cooperate in the placement of an environmental easement.

This letter may be signed in counterparts and by electronic or .pdf signature, each of which shall be accepted as originals.

**GO HPS LLC**  
By:   
Name: David L. Picket  
Title: Authorized Signatory

**GO HPS LIHTC LLC**  
By:   
Name: David L. Picket  
Title: Authorized Signatory

As Site owner, I agree to allow GO HPS LLC and GO HPS LIHTC LLC and its contractors, to enter the above-referenced lots, which are currently owned by South Point Housing Development Fund Corporation, to perform any work required under the BCP.

**South Point Housing Development Fund Corporation**

By: *Scott Short*

Name: Scott Short

Title: President

**ATTACHMENT E**

**SECTION II: OPERATING AGREEMENT**

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

## GO HPS LIHTC LLC

This Limited Liability Company Agreement (the “**Agreement**”) of GO HPS LIHTC LLC (the “**Company**”) is made and entered as of October 22, 2019, by GO HPS LIHTC MM, LLC, a New York limited liability company (the “**Member**”) hereto.

### WITNESSETH:

**WHEREAS**, Company was formed under the laws of the State of New York by the filing of a Articles of Organization with the Secretary of State of the State of New York on September 19, 2019 (the “**Articles of Organization**”);

**WHEREAS**, the Member wishes to enter into this Agreement setting forth the terms and conditions governing the operation and management of the Company;

**WHEREAS**, the Member agrees that its rights, powers, duties and obligations as a Member of the Company shall be governed by the terms and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I.

#### FORMATION, NAME AND PRINCIPAL PLACE OF BUSINESS

1. Formation and Name. The Member hereby organizes the Company, to be known as GO HPS LIHTC LLC pursuant to the New York Limited Liability Company Law, as amended (the “**LLCL**”) (as hereinafter defined). Except as otherwise expressly provided in the Company’s Articles of Organization or this Agreement, the rights and obligations of the Member with respect to the Company will be governed by the **LLCL**.

2. Principal Place of Business. The principal place of business of the Company shall be c/o GO HPS LIHTC MM, LLC, 432 Park Avenue South, 2<sup>nd</sup> Fl., New York, New York 10016. The Member may from time to time change the principal place of business and establish additional offices.

3. Registered Office; Registered Agent. The Company shall maintain a registered office in the State of New York and the State of New York, and a registered agent for service of



process in the State of New York, as set forth in the Articles of Organization, and State of New York, as may be set forth in an Application for Authority filed with the New York State Department of State.

ARTICLE II.

PURPOSE AND POWERS OF THE COMPANY

1. Purpose of the Company. The authorized purpose of the Company is to carry on any lawful business, purpose or activity which a limited liability company may carry on under the LLCL .

2. Powers of the Company. The Company will have the power, in fulfilling the purpose set forth above, to conduct any business or take any action which is lawful and which is not prohibited by the LLCL.

ARTICLE III.

TERM OF THE COMPANY

1. Term. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of New York and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

ARTICLE IV.

MEMBERS

1. Member. Admission of New Members. With the consent of the Manager (as defined below), a new Member may be admitted from time to time (i) in connection with the issuance of a Membership Interest in the Company, subject to compliance with the provisions of this Agreement, or (ii) as otherwise provided for in the Agreement or under the LLCL. The Member of the Company is stated on Exhibit A, attached hereto and made a part of this Agreement.

2. No Personal Liability. Except as otherwise provided in the LLCL or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Member whether arising in contract, tort or otherwise, solely by reason of being a Member.

3. No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void.

4. No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE V.

CAPITAL CONTRIBUTIONS, CAPITAL  
ACCOUNTS AND VOTING RIGHTS OF MEMBERS

1. Initial Capital Contribution. A Member may, but is not required to, make or cause to be made an initial contribution to the capital of the Company promptly after the formation of the Company.

2. Additional Contributions. A Member will have no obligation to contribute additional capital or to make any loan to the Company. However, a Member may, from time to time and at their option, make voluntary additional capital contributions to the Company.

3. Capital Accounts. A capital account will be maintained on the books of the Company for the Member. The capital account of a Member will be:

- (a) credited with the amount of (i) the Member's initial capital contribution to the Company, (ii) voluntary additional capital contributions made by the Member, if any, and (iii) the share of the net income of the Company allocated to the Member's capital account pursuant to this Agreement, and
- (b) decreased by the amount of (i) all distributions to the Member and (ii) the share of the net losses of the Company allocated to the Member's capital account.

4. Membership Interest. As set forth in Exhibit A attached hereto.

5. Member's Voting Rights. Except as expressly provided in this Agreement, the Members shall have all of the voting rights provided in the LLCL.

ARTICLE VI.

PROFITS, LOSSES AND DISTRIBUTIONS

1. Allocations. All profits and losses of the Company shall be allocated to the Member. Such allocation will be allocated to the Member's capital account as soon as practicable after the close of each fiscal year of the Company and at such other times as are considered necessary by the Member.

2. Distributions. Available cash shall be distributed solely to the Member at such times and in such amounts as may be determined by the Member. The Manager shall determine the amount and timing of all distributions of cash or other assets by the Company. The decision as to whether to make distributions shall be within the sole discretion of the Manager.

ARTICLE VII.

MANAGEMENT

1. Manager. The Company shall be managed by the Member.

2. Powers of the Manager; Attorneys-in-Fact. The Member will have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts and activities customary or incident to the management of the Company's business, properties and affairs.

ARTICLE VIII.

BOOKS AND RECORDS

1. Maintenance of Books and Records. The Member shall maintain full and accurate books of account and records of the Company at the principal place of business of the Company. The Member shall enter in such books all transactions of or relating to the Company or its business.

ARTICLE IX.

ADMISSION OF NEW MEMBERS

1. Admission of New or Substitute Members. No person may become a member of the Company unless and until he, she or it has been approved in writing by the Member and has executed and delivered to the Company a copy of this Agreement. Upon such admission, a new Exhibit A shall be prepared by the Member.

ARTICLE X.

DISSOLUTION

1. Dissolution. The existence of the Company shall continue until it is dissolved. The Company shall be dissolved and its affairs wound up, if, and only if, determined by the Member. To the fullest extent permitted by law, the Company shall not be dissolved under any of the circumstances set forth in the Law, except as otherwise provided in this Agreement.

2. Liquidation. Upon the dissolution of the Company, the Company will cease to engage in any further business, except to the extent necessary to perform existing obligations, and the Manager or his successor shall wind up its affairs and liquidate or distribute its assets.

ARTICLE XI.

MISCELLANEOUS PROVISIONS

1. Entire Agreement. This Agreement contains the entire agreement of the Company with respect to the subject matter hereof, supersedes all prior agreements relating to the subject matter hereof and may not be changed, altered, or amended, except in a written instrument signed by the Member. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to its principles of conflicts of laws. This Agreement will be binding upon and will inure to the benefit of the Member and his successors and assigns.

2. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, the remainder of this Agreement and the application of its provisions to other persons and circumstances will not be affected thereby.

3. Captions. The captions of the respective Articles and Sections of this Agreement are inserted for convenience of reference only and will not affect the meaning of the provisions of this Agreement.

4. Application of the LLCL. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of the LLCL.

**GO HPS LIHTC LLC  
OPERATING AGREEMENT**

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

**GO HPS LIHTC MM, LLC**

By: GO HPS MM, LLC, its sole member

By: 

Name: David Picket

Title: Authorized Signatory

**EXHIBIT A**

Member Name and Address	Percentage Interest in the Company
GO HPS LIHTC MM, LLC 432 Park Avenue South, 2 <sup>nd</sup> Fl. New York, New York 10016	100%
<b>Total:</b>	100%