

This Community Benefits Agreement (“Agreement”) dated as of February 22, 2021, is entered into by and among **737 4th Avenue, LLC** and **Fourth Avenue 731 LLC**, both having an office at 634 Dean Street Brooklyn, NY 11238 (jointly referenced as “Developer” or “Developers”), and **Fifth Avenue Committee, Inc.**, a New York not-for-profit corporation, having an office at 621 Degraw Street, Brooklyn, NY 11217, **Southwest Brooklyn Industrial Development Corporation**, a New York not-for-profit corporation having an office at 241 41st Street, Brooklyn, NY 11232, **Opportunities For a Better Tomorrow**, a New York not-for-profit corporation having an office at 882 3rd Avenue, Suite 10-10NE, Unit 18, Brooklyn, NY 11232, and **Brooklyn Workforce Innovations**, a New York not-for-profit corporation having an office at 621 Degraw Street, Brooklyn, NY 11217, (jointly referenced as Community Based Organizations, “CBOs”).

WITNESSETH:

WHEREAS, Developers are the legal owners of the premises located in the County of Kings, City and State of New York, known as and by the street address 731/747 Fourth Avenue, identified as Block 652, Lots 1 and 7, on the Tax Map of the City (the “Premises”), more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developers intend to construct improvements on the Premises including approximately 144,000 sq. ft. of zoning square footage, of which twenty five (25%) percent of the residential floor area will be affordable, as provided herein (“Proposed Development”); and

WHEREAS, the Premises is located within an M1-1D zoning district, which does not permit the Proposed Development.

WHEREAS, Developers have submitted applications to the New York City Department of Planning Commission (“DPC”) and are being reviewed through the City’s Uniform Land Use Review Procedure (ULURP), to approve a zoning map amendment including, in part, the proposed rezoning of the Premises from M1-1D to C24 (R8) (200029 ZMK) and for a zoning text amendment to Appendix F of the New York City Zoning Resolution to designate the Premises and additional areas being rezoned as a Special Enhanced Commercial District 1 and as a Mandatory Inclusionary Housing Area (MIHA), in accordance with the City’s Mandatory Inclusionary Housing policy (N 200030 ZRK). Developer’s applications are more particularly described in Exhibit B and made a part hereof (“the Applications”); and

WHEREAS, ULURP approval of the Applications would allow for the construction, development and completion of the Proposed Development; and

WHEREAS, the Premises is located within Community Board 7, in Sunset Park, Brooklyn, in an area where affordable housing is a scarce commodity; and

WHEREAS, FAC has agreed to act as an Affordable Housing Administrative Agent in connection with the development and rental of the Proposed Development, and a separate agreement will be signed to detail this relationship on terms and conditions mutually agreeable to Developer and FAC (the “AA Agreement”); and

WHEREAS, FAC and Developers seek to incorporate enhanced protections and requirements, that exceed the requirements set forth in the applicable MIH provisions of the Zoning Resolution for the affordable housing constructed in connection with Developers’ improvements on the Premises; and

WHEREAS, FAC and Developers additionally seek to provide additional benefits to the local, affected community in connection with the proposed Development; and

WHEREAS, FAC will work together with Developers to fulfill the agreements stipulated in this Agreements; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth the rights and obligations hereunder; and

Now, therefore, for and inconsideration of mutual promises herein contained, the parties agree as follows:

1. Rezoning and Text Change Applications.

- a. Developers will pursue the Applications with the City Planning Commission and the City Council.
- b. As noted herein, the rezoning application will permit construction on the Premises of approximately 144,000 sq. ft. of zoning floor area with a minimum of 25% to consist of affordable housing, as provided herein and including off-street accessory parking.

2. Developers’ Affordable Housing Commitment

- a. Consistent with Section 2(d), Developers’ Affordable Housing Commitment improvements will constitute Affordable Housing within the meaning of ZR 23-911 and the New York City Inclusionary Housing Program Guidelines (the “Guidelines” or “Program”).
- b. Compliance with the provisions of ZR 23-154 of the Zoning Resolution shall be subject to the review and approval of New York City Department of Housing Preservation and Development (“HPD”).

- c. The Affordable Housing Units created pursuant to this Agreement will be occupied in accordance with the Guidelines for the life of the increased Floor Area of the Compensated Development(s). Such obligation shall run in perpetuity with the tax lot(s) within the zoning lot containing such Affordable Housing Units.
- d. Developers will file a Mandatory Inclusionary Housing Plan (the “Plan”) with HPD pursuant to ZR 23-961(d), and HPD will be responsible for evaluation and approval of the Plan as such terms and requirements of the Plan are reflected in this Agreement. Prior to the submission of such Plan, Developers will provide a draft of the Plan to FAC for FAC’s reasonable review and approval; and
- e. FAC will act as Administering Agent in connection with the Plan, subject to the AA Agreement, and Developers agree to consult with and inform FAC of its progress at NYC CPC and at NYC HPD.
- f. Subject to approval of HPD and FAC, Developers agree that the Affordable Housing Units required under MIH will exceed the affordability requirements for MIH Option 1, as follows:
 - (i) The 25% of Affordable Housing Units required to be affordable at an “average” maximum income of 60% Area Median Income (AMI), shall instead be limited to a maximum of 60% AMI;
 - (ii) 10% of the Affordable Housing Units required to be affordable at an “average” maximum income of 40% Area Median Income (AMI), shall instead be limited to an average maximum of 30% AMI.
- g. Developers agree that the Affordable Housing Commitment shall be memorialized in a restrictive declaration and/or regulatory agreement with HPD, recorded in the City Register’s Office and indexed against the Premises.

3. Marketing of Affordable Housing Units.

- a. Developers shall be required to market the Affordable Housing Units in accordance with HPD programmatic requirements, and all marketing efforts shall be subject to FAC’s review, comment and approval.
- b. If permitted by HPD, each lease for an Affordable Housing Unit shall provide that such lease may be terminated, and such tenant may be evicted if such tenant falsely or fraudulently certifies income or household composition to the Administering Agent. The form of lease shall be subject to FAC’s reasonable review and approval, subject to HPD’s final approval.

- c. Developers agree that the Proposed Development shall comply with the provisions of Local Law 58/87 (relating to handicapped accessibility) subject to review and approval by the NYC Department of Buildings (“DOB”). FAC, as Administering Agent, agrees to provide marketing materials specifically prepared for, and geared toward, organizations within Brooklyn and NYC that assist in renting apartments to disabled persons.
- d. Developers agree to work with FAC to create an outreach program targeting Sunset Park residents for application for the Affordable Housing Units. FAC agrees to work with Brooklyn Community Board 7 and local nonprofit partners in doing such marketing. The required marketing shall include a minimum of three (3) marketing sessions, in multiple languages, open to the public, including training on how to apply for the Affordable Housing Units and eligibility requirements, and will be held in advance of the lottery for Affordable Housing Units within the Proposed Development.

4. Proposed Development Requirements

- a. Developers agree that the Proposed Development shall not be used as a homeless shelter (excluding use of Affordable Housing Units by formerly homeless families, as may be required by the applicable provisions of the MIH regulations, compliance with the provisions of 421-a and/or otherwise legally mandated by an authority having jurisdiction).
- b. Developers agree that the unit mix in the Proposed Development will consist of one, two and three-bedroom apartments, and shall not include studio apartments.
- c. Developers agree that any building services or amenities within the Proposed Development shall be available to residents of the Affordable Housing Units without fee.
- d. Developers agree to make commercially reasonable efforts to achieve the following community-related goals in connection with the planning and construction of the Proposed Development:

- (i) Allocate retail space at ground floor for small businesses servicing neighborhood customers and maintain appropriate rents for small businesses.
- (ii) Require that a minimum of 50% of the street-facing storefront façade will be glazed to maintain storefront transparency and active ground floor presence.
- (iii) Developers shall use commercially reasonable efforts to include public art within the development site and agrees to consult with local community groups (including FAC and other CBOs) on selection of the artist(s) and art.
- (iv) Subject to applicable zoning laws, and DOB review and permitting, Developers shall use commercially reasonable efforts to provide signage on the Premises directing pedestrians to Greenwood Cemetery.
- (v) Developers shall meet or exceed Enterprise Green Communities standards—subject to HPD review and approval.
- (vi) Developers shall comply with Section 1511.2 of the Building Code, to install green/solar infrastructure on the roof and shall make commercially reasonable efforts to install other green elements including bioswales, and a water retention equipment on the roof and/or cellar of any buildings on the Premises.
- (vii) In connection with the proposed building at 737 4th Avenue, Developers agree to convey a ground floor easement to the Metropolitan Transit Authority (“MTA”) to facilitate future ADA elevator access at the 25th Street “R” Train station (subject to review, negotiation and execution of a separate agreement with the MTA).
- (viii) Until such time that the MTA has indicated that it requires the easement space within 737 4th Avenue building, Developers agree to lease such ground floor space to local entrepreneurs, light manufacturers/craftspeople, artists or nonprofit organizations (each a “Preferred Community Tenant” or “PCT”) on a temporary basis. Developers agree that such rental shall be at a rate that is at least twenty percent (20%) below the “fair market value” for such space (such rent to be approved by FAC prior to execution of a lease or occupancy by a PCT) and that such space shall be kept available for PCT for a minimum of eighteen (18) months from the date a C of O or TCO is first issued for such space. Developers agree to consult with consult with the CBOs in connection with such efforts. As used herein, “fair market value” shall mean the average of rents for comparable commercial space collected jointly by Developers and FAC from at least four (4) comparable commercial spaces within a five (5) block radius.

- e. Developers agree to make commercially reasonable efforts to provide off-street parking in excess of the amount required by the applicable zoning district regulation, and subject to applicable laws, rules and regulations, make any such excess spaces available for to the public for transient use.
- f. Developers agrees that the Proposed Development shall include publicly accessible bicycle parking.

5. Proposed Construction and Permanent Jobs.

- a. Developers agree to make commercially reasonable efforts to work with local hiring and contracting groups (such as the CBOs) to develop a local hiring and contracting program for both construction and permanent jobs that directly engages Sunset Park and Red Hook residents of diverse socioeconomic backgrounds including, but not limited to the following:
 - i. Developers will use commercially reasonable efforts to achieve a thirty-five (35%) percent minimum local and MWBE contracting participation drawing first from City Council District #38, then Community District #7, then Brooklyn-wide (the 35% goal shall exclude proprietary materials, materials and services that cannot be supplied by MWBEs, general conditions and soft costs). It is estimated that the 35% goal, if reached, will result in approximately \$25 million in revenue to MWBE firms.
 - ii. Developers agree to contact local hiring and contracting groups at least (6) months prior to commencing construction.
 - iii. Developers agree that any contract with a General Contractor for the Proposed Development will include language requiring said General Contractor to make commercially reasonable efforts to follow the above guidelines.
 - iv. Developers agree that all leases for commercial space within the Development will include language committing Tenants to use commercially reasonable efforts to work with local hiring and contracting groups (if applicable) to achieve the thirty-five (35%) percent minimum local hiring and material sourcing goals.
- b. Developers represent that they executed a formal, binding contract (the “32BJ Contract”) with 32 BJ (the “Union”) to provide building service jobs within the Proposed Development and that it contains, or will be amended to contain, subject to approval by 32 BJ, language providing that both Developers and the Union will solicit referrals of local applicants from FAC and other CBOs with respect to the hiring of Building Service Employees and Building Security Employees, and that Developers and Union will hire local residents referred by FAC and other CBOs for no fewer than fifty percent (50%) of such positions.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

7. Notices. All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent or transmitted as follows:

Developers:

737 4th Avenue, LLC
634 Dean Street
Brooklyn, NY 11238
Attn.: Tucker Reed

Developers' Attorney:

Adam W. Rothkrug, Esq.
Rothkrug Rothkrug & Spector, LLP
55 Watermill Lane
Great Neck, NY 11021

FAC:

Jay Marcus
Fifth Avenue Committee
621 DeGraw Street
Brooklyn, NY 11217

FAC Attorney:

Christine Coletta, Esq
Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, NY 10010

8. Certificates.

- a. Whenever requested by Developers hereto (but not more than two times in each calendar year) upon at least fifteen (15) business days' prior written notice, FAC shall deliver to the requesting party a written statement setting forth (A) whether, to the knowledge of FAC, this Agreement is in full force and effect, (B) the extent to which, to the knowledge of FAC, this Agreement has been assigned or amended (and if it has, to the knowledge of such other party, then stating the nature thereof), (C) whether FAC has served any written notice of default under this Agreement, which default, to the knowledge of FAC, remains uncured, (D) that, to the knowledge of FAC, there exists no state of facts that, with the giving of notice, the passage of time, or both, would constitute a default by the Developer under this Agreement, and (E) that the written statement provided in accordance with this Section may be relied upon by the Developers, a bona fide purchaser for value and/or the Developers' mortgagee. Such certificate shall in no event subject FAC to any liability whatsoever (except for fraud),

notwithstanding the negligent or inadvertent failure of FAC to disclose correct or relevant information, and the Developers shall indemnify, defend and save and hold harmless FAC, and its affiliates, trustees, officers, employees, agents and its successors and assigns from and against any and all claims, losses, liabilities, damages, judgments, costs and expenses including, without limitation, reasonable attorneys' fees and disbursements, and any other direct or indirect damages arising out of or in connection with the written statement requested under this Section.

- b.** Whenever requested by a FAC hereto (but not more than two times in each calendar year) upon at least fifteen (15) business days' prior written notice, Developers shall deliver to the requesting party a written statement setting forth (A) whether, to the knowledge of Developers, this Agreement is in full force and effect, (B) the extent to which, to the knowledge of Developers, this Agreement has been assigned or amended (and if it has, to the knowledge of such other party, then stating the nature thereof), (C) whether Developers have served any written notice of default under this Agreement, which default, to the knowledge of Developers, remains uncured, (D) that, to the knowledge of Developers, there exists no state of facts that, with the giving of notice, the passage of time, or both, would constitute a default by FAC under this Agreement, and (E) that the written statement provided in accordance with this Section may be relied upon by FAC. Such certificate shall in no event subject Developers to any liability whatsoever (except for fraud), notwithstanding the negligent or inadvertent failure of Developers to disclose correct or relevant information, and FAC shall indemnify, defend and save and hold harmless Developers, and its affiliates, trustees, officers, employees, agents and its successors and assigns from and against any and all claims, losses, liabilities, damages, judgments, costs and expenses including, without limitation, reasonable attorneys' fees and disbursements, and any other direct or indirect damages arising out of or in connection with the written statement requested under this Section.

9. Other.

- a.** Capitalized terms not specifically defined herein shall have the meaning set forth in the Program.
- b.** In the event the Applications are not approved by the authorities in jurisdiction and the Premises is not rezoned to permit the Proposed Development, this Agreement shall be null and void.
- c.** All of the grants, interests, covenants, agreements and conditions contained in this Agreement (a) shall run with the lands, buildings and improvements affected; (b) shall, inure to the benefit of and be binding upon each party to this Agreement and such party's successor and assigns; and (c) shall, to the extent rights hereunder are assigned to the holder of any mortgages encumbering any of the properties affected by this

Agreement or any interest therein, be enforceable by such assignee after default under any such mortgage

- d. This Agreement shall be recorded in the Office of the City Register, in accordance with the provisions of Section 12-10 of the Zoning Resolution.
- e. In the event that any portion of the Premises is submitted to a condominium, cooperative, “cond-op” or similar form of ownership regime, then all documents provided to the Attorney General in connection with the formation of such ownership regime, or to purchasers under any plan for the creation and operation of such ownership regime and any documents that are recorded, such as any condominium declaration (collectively, the “Offering Documents”), shall provide that the rights and obligations of Developer under this Agreement, including but not limited to the right to consent to modifications or amendments of this Agreement and obligations to execute documents under this Agreement, (A) shall be vested in the sponsor of such ownership regime (the “Sponsor”) for so long as the Sponsor retains a majority interest therein, and any reference to Developer or the owner of the Premises, as applicable, in this Agreement shall be deemed to be the Sponsor, and (B) upon the loss of a majority interest therein by the Sponsor, shall be vested in the board charged with operating such ownership regime (the “Board”) and, thereafter, any reference to Developer or the owner of the Premises, as applicable, in this Agreement, shall be deemed to be to the Board. The Sponsor or Board, as the case may be, shall serve as the attorney-in-fact for each individual unit owner in the ownership regime for the purposes of this Agreement, and any provision of this Agreement then applicable to Developer may only be enforced by the Sponsor or the Board, as applicable, and not by any individual unit owner in the ownership regime. The organizational documents for the ownership regime including all recorded documents pertaining thereto, including, but not limited to, a condominium declaration (as same may be amended, modified or restated), shall be subject to this Agreement (as same may be amended, modified or restated), shall include a reference to this Agreement and a concise and complete summary of the provisions of this Section, and shall expressly provide for such power of attorney. The Offering Documents shall also provide that no Sponsor or Board may promulgate, pass or implement any rules, regulations or by-laws that are inconsistent with the provisions of this Agreement.
- f. Any legal action or proceeding with respect to this Agreement shall be brought in a Federal or state court of competent jurisdiction sitting in the City and State of New York, county of Kings (including the appellate courts thereof) (each, a “New York Court”) and by execution and delivery of this Agreement, each party to this Agreement hereby accepts, generally and unconditionally, the jurisdiction of the New York Courts. Each party to this Agreement hereby expressly and irrevocably submits the person of such party to this Agreement to the in personam jurisdiction of the New York Courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this

Agreement. To the extent permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Agreement or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of such party to this Agreement in any such New York Court. To the fullest extent permitted under applicable law, each party to this Agreement irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any objection which may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in a New York Court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum, any claim that is not personally subject to the jurisdiction of any such New York Court or that this Agreement or the subject matter hereof may not be enforced in or by such New York Court.

- g.** Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
- h.** Captions. The Article headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement. All references to Sections and Articles mean the Sections and Articles in this Agreement unless another agreement is expressly referenced.
- i.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to any choice of law provisions that would result in the application of other laws.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this instrument this 22 day of February, 2021.

737 4TH AVENUE, LLC

By: 

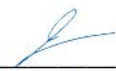
Name: Tucker Reed
Title: Member

FOURTH AVENUE 731 LLC

By: 

Name: Tucker Reed
Title: Member

FIFTH AVENUE COMMITTEE, INC.

By:  02/19/2021

Name: Jay Marcus
Title:

Southwest Brooklyn Industrial
Development Corporation

Benjamin Margolis
Benjamin Margolis

Name: Ben Margolis

Title: Executive Director

Opportunities for a Better Tomorrow

Liliana Polo-McKenna

Name: Liliana Polo-McKenna

Title: CEO

see attached notarial certificate

Brooklyn Workforce Innovations

Aaron Shiffman

Name: Aaron Shiffman

Title: EXECUTIVE DIRECTOR

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

On the 22nd day of February, 2021, before me, the undersigned, a notary in and for said state, personally appeared Tucker Reed, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public

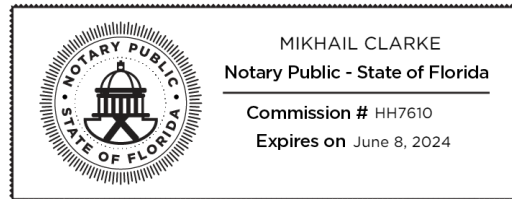
ADAM W. ROTHKRUG
Notary Public, State of New York
Reg. No. 02R06073742
Qualified in Nassau County
Commission Expires 4/29/22

NOTARY LOCATED IN NASSAU COUNTY, NOTARY MADE PURSUANT TO
EXECUTIVE ORDER 202.7.

STATE OF Florida)
) ss.:
COUNTY OF Broward)

On the 19th day of February, 2021 before me, the undersigned, a notary in and for said state, personally appeared Jay Marcus, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.
Who provided a drivers license as identification.

 Mikhail Clarke
Notary Public HH7610 06/08/2024



Notarized online using audio-video communication

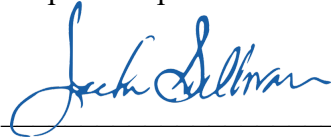
STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

On the ____ day of _____, 2021, before me, the undersigned, a notary in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

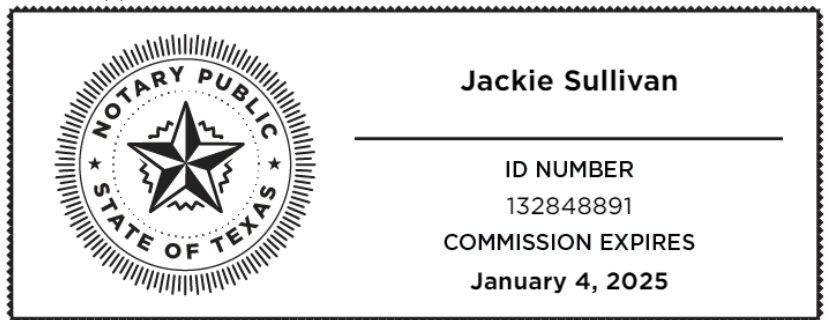
Notary Public

STATE OF Texas)
) ss.:
COUNTY OF Denton)

On the 19th day of February, 2021 before me, the undersigned, a notary in and for said state, personally appeared Benjamin Margolis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public



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

Notarized online using audio-video communication

On the ____ day of _____, 2021, before me, the undersigned, a notary in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ALL-PURPOSE ACKNOWLEDGMENT

State/Commonwealth of FLORIDA)
)
 City County of Palm Beach)

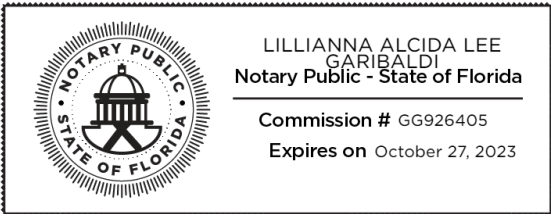
On 02/19/2021 before me, Lillianna Alcida Lee Garibaldi,
Date *Notary Name*

personally appeared Liliana Polo-McKenna
Name(s) of Signer(s)

- personally known to me -- **OR** --
- proved to me on the basis of the oath of _____ -- **OR** --
Name of Credible Witness
- proved to me on the basis of satisfactory evidence: driver license
Type of ID Presented

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.

WITNESS my hand and official seal.



Online Notary

Notary Public Signature: Lillianna Alcida Lee Garibaldi

Notary Name: Lillianna Alcida Lee Garibaldi

Notary Commission Number: GG926405

Notary Commission Expires: 10/27/2023

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Community Benefits Agreement

Document Date: 02/19/2021 Number of Pages (w/ certificate): 16

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liliana Polo-McKenna

- Corporate Officer Title: CEO
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer Is Representing: _____
Opportunities for a Better Tomorrow

Capacity(ies) Claimed by Signer(s)

Signer's Name: N/A

- Corporate Officer Title: _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer Is Representing: _____

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

On the ____ day of _____, 2021 before me, the undersigned, a notary in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the 19th day of February, 2021, before me, the undersigned, a notary in and for said state, personally appeared Aaron Shiffman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

CHARMAINE G MARIZAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6384712
Qualified in Queens County
My Commission Expires: 12/17/2022

EXHIBIT A

Block 652 Lot 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the northeasterly corner of 4th Avenue and 25th Street;

RUNNING THENCE northeasterly along the easterly side of 4th Avenue 150 feet 2 inches to a point;

THENCE easterly and parallel with 25th Street, 100 feet to a point;

THENCE southerly and parallel to 4th Avenue 150 feet 2 Inches to a point on the northerly side of 25th Street distant 100 feet from the northeast corner of 25th Street and 4th Avenue;

THENCE westerly along the northerly side of 25th Street 100 feet to point or place of BEGINNING.

Block 652 Lot 7

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the Southeasterly corner of 24th Street and 4th Avenue;

RUNNING THENCE Easterly along the Southerly side of 24th Street, 100 feet;

THENCE Southerly parallel with 4th Avenue, 50 feet (as described, 50 feet 2 inches as surveyed);

THENCE Westerly parallel with 24th Street, 100 feet to the Easterly side of 4th Avenue;

THENCE Northerly along the Easterly side of 4th Avenue, 50 feet (as described, 50 feet 2 inches as surveyed) to the corner, the point or place of BEGINNING.

EXHIBIT B

the Applications

C200029 ZMK

This is a private application by 737 Fourth Avenue LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment of the Zoning Map, Section No. 16d:

1. changing from an M1-1D District to an R8A District property bounded by 24th Street, a line 100 feet southeasterly of 4th Avenue, 25th Street, and 4th Avenue;
2. establishing within the proposed R8A District a C2-4 District bounded by 24th Street, a line 100 feet southeasterly of 4th Avenue, 25th Street, and 4th Avenue;
3. establishing a Special Enhanced Commercial District (EC-1) bounded by 24th Street, a line 100 feet southeasterly of 4th Avenue, 25th Street, and 4th Avenue; Community District 7, Brooklyn.

N200030 ZRK

This is a private application by 737 Fourth Avenue LLC pursuant to Section 201 of the New York City Charter, for an amendment of the Zoning Resolution of the City of New York, extending the boundary of Special Enhanced Commercial District 1 in Article XIII, Chapter 2 (Special Enhanced Commercial District), and modifying APPENDIX F for the purpose of establishing a Mandatory Inclusionary Housing area. Community District 7, Brooklyn