NYC DEPARTMENT OF FINANCE
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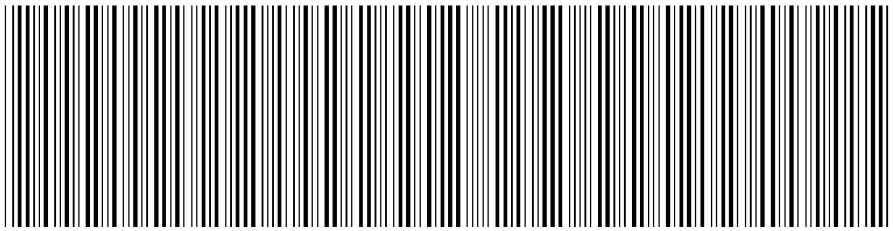

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RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 105**

Document ID: 2020123100743013 Document Date: 12-23-2020 Preparation Date: 01-13-2021
Document Type: AGREEMENT
Document Page Count: 103

PRESENTER:

FIRST AMERICAN TITLE INSURANCE CO. NCS
666 THIRD AVENUE
883450NY3 & NY4
NEW YORK, NY 10017
212-850-0644
JGAMBOA@FIRSTAM.COM

RETURN TO:

KRAMER LEVIN NAFTALIS AND FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	346	37	Entire Lot	60 NORFOLK STREET

Property Type: RELIGIOUS STRUCTURE Easement

Borough	Block	Lot	Unit	Address
MANHATTAN	346	47	Entire Lot	68A NORFOLK STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
CPC ONE LLC
C/O: CHINESE AMERICAN PLANNING COUNCIL, INC., 150 ELIZABETH STREET
NEW YORK, NY 10012

☒ Additional Parties Listed on Continuation Page

PARTY 2:
GO BROOME LLC
C/O: THE GOTHAM ORGANIZATION, 432 PARK AVENUE SOUTH, SECOND FLOOR
NEW YORK, NY 10016

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	561.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00

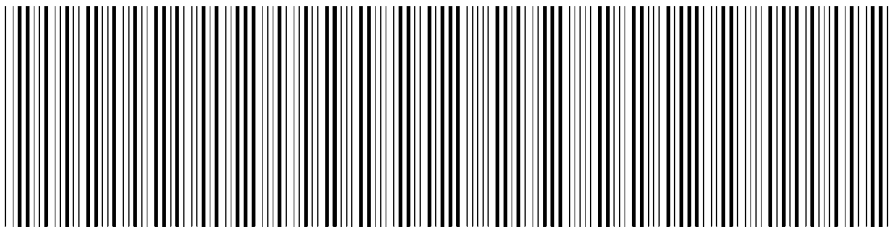
NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-20-2021 13:07
City Register File No.(CRFN): **2021000022732**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 105**

Document ID: 2020123100743013 Document Date: 12-23-2020 Preparation Date: 01-13-2021
Document Type: AGREEMENT

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	346	73	Entire Lot		688 NORFOLK STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
MANHATTAN	346	75	Entire Lot		43-65 SUFFOLK STREET

Property Type: COMMERCIAL REAL ESTATE

PARTIES

PARTY 2:
GO NORFOLK LLC
C/O: THE GOTHAM ORGANIZATION, 432 PARK
AVENUE SOUTH, SECOND FLOOR
NEW YORK, NY 10016

(15)

GO BROOME STREET DEVELOPMENT RESTRICTIVE DECLARATION

MADE BY

GO BROOME LLC

CPC ONE LLC

AND

GO NORFOLK LLC

NEW YORK COUNTY
BLOCK: 346
LOTS: 37, 47, 73 AND 75

RECORD AND RETURN TO:
KRAMER LEVIN NAFTALIS AND FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
ATTENTION: ELISE WAGNER, ESQ

GO BROOME STREET DEVELOPMENT RESTRICTIVE DECLARATION

THIS DECLARATION (this "**Declaration**"), made as of this 23 day of December, 2020, by **CPC ONE LLC** ("**CPC-ONE**"), a New York limited liability company having an address c/o Chinese American Planning Council, Inc., 150 Elizabeth Street, New York, New York 10012, **GO BROOME LLC** ("**Go-Broome**"), a New York limited liability company having an address c/o The Gotham Organization, 432 Park Avenue South, Second Floor, New York, New York 10016 and **GO NORFOLK LLC** ("**Go-Norfolk**") (collectively, with Go-Broome, "**Gotham**" and the "**Declarant**"), a New York limited liability company having an address c/o The Gotham Organization, 432 Park Avenue South, Second Floor, New York, New York 10016.

WITNESSETH:

WHEREAS, CPC-ONE is the fee owner of certain real property located in the Borough of Manhattan, County of New York, City and State of New York, designated for real property tax purposes as Block 346, Lots 73 and 75 and as more particularly described in **Exhibit "A"** (collectively, the "**Lot 75 Property**");

WHEREAS, Go-Broome is the ground tenant of the Lot 75 Property pursuant to a ground lease between CPC-ONE and Go-Broome dated as of the date hereof (as the same may be amended, the "**Ground Lease**"), as memorialized by a Memorandum of Lease to be recorded as of the date hereof, and pursuant to Section 6.06 of this Declaration, for so long as the Ground Lease shall remain in effect, Go-Broome shall exclusively exercise and enjoy all rights, interests, benefits, powers, privileges and remedies bestowed to Declarant under this Declaration with respect to the Lot 75 Property, and shall perform all of the obligations placed upon Declarant under this Declaration with respect to the ownership, development, use and operation of the Lot 75 Property;

WHEREAS, Go-Norfolk is the fee owner of certain real property located in the Borough of Manhattan, County of New York, City and State of New York, designated for real property tax purposes as Block 346, Lots 37 and 47 and as more particularly described in **Exhibit "A-1"** (collectively, the "**Lot 37 Property**") (the Lot 75 Property and the Lot 37 Property, collectively, the "**Subject Property**");

WHEREAS, Declarant desires to redevelop the Subject Property with two buildings: (1) a 30-story, approximately 310-foot-tall mixed-use high-rise building totaling approximately 375,431 gross square feet ("**gsf**") with frontage on Suffolk and Broome Streets called the "Suffolk Building" and (2) a 16-story, approximately 165-foot-tall mid-rise building totaling approximately 86,711 gsf with frontage on Norfolk and Broome Streets called the "Norfolk Building" as described in the Land Use Application (as defined herein) (the "**Proposed Development**");

WHEREAS, independent of the Proposed Development, the owner of Block 346, Lot 95 intends to increase the commercial space on Block 346, Lot 95 by approximately 4,759 gsf;

WHEREAS, in connection with the Proposed Development, Go-Broome and the Chinatown Planning Council Housing Development Fund Company, Inc. have filed with the City Planning Commission of the City of New York (the "**Commission**") an application (Application Nos. C200064ZMM, 200061(A)ZSM, M790721(B)ZSM, N200065ZRM, N200066ZAM, N200067ZAM) proposing: (a) a zoning map amendment to rezone Block 346, Lots 1, 37, 75 and 95 from R8 to R9-1 with a C2-5 commercial overlay; (b) a zoning text amendment to Appendix F to designate Block 346, Lots 1, 37, 75 and 95 as a Mandatory Inclusionary Housing Area, and to ZR Sections 23-011, 28-01, and 78-03 to allow the use of the Quality Housing Program; (c) an authorization pursuant to ZR §13-443 to eliminate 33 spaces of required accessory off-street parking on the Lot 75 Property; and (d) a modification of the Seward Park Extension West Large-

Scale Residential Development (the "**LSRD**") to reflect changes to the zoning lots and to update the site plan and zoning calculations of the LSRD, which includes the addition of the Lot 37 Property, an authorization pursuant to ZR Section 78-311 and special permits pursuant to ZR Section 78-312 (collectively, the "**Land Use Application**");

WHEREAS, the Commission acting as lead agency for the City Environmental Quality Review Application No. 19DCP119M, conducted environmental review of the Land Use Application pursuant to Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY §5-01 et seq. ("**CEQR**") and the State Environmental Quality Review Act, New York State Environmental Conservation Law §8-0101 et seq. and the regulations promulgated thereunder at 6 NYCRR Part 617 ("**SEQRA**"), and issued a Notice of Completion for the Final Environmental Impact Statement (the "**FEIS**") dated January 10, 2020;

WHEREAS, at the time of the Commission's Approval of the Applications the Commission found, as required pursuant to SEQRA, that the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that the adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions of the decision Project Components Related to the Environment ("**PCREs**") and those Mitigation Measures that were identified in the FEIS as practicable;

WHEREAS, First American Title Insurance Company National Commercial Services (the "**Title Company**") has certified in the certification (the "**Certification**") attached hereto as **Exhibit "B"** and made a part hereof, that as of the date hereof, Go Norfolk LLC and CPC Funding SPE 1 LLC (each, a "**Party-in-Interest**") is the only parties-in-interest in the Lot 37 Property as such term is defined in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution;

WHEREAS, First American Title Insurance Company National Commercial Services (the "**Title Company**") has certified in the certification (the "**Certification**") attached hereto as **Exhibit "B"** and made a part hereof, that as of the date hereof, Go Broome LLC and Wells Fargo Bank, National Association, as administrative agent, (each, a "**Party-in-Interest**") are the only parties-in-interest in the Lot 75 Property as such term is defined in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution;

WHEREAS, all parties-in-interest to the Subject Property have either executed this Declaration or waived their right to execute and subordinated their interest in the Subject Property by written instrument annexed hereto as **Exhibit "C"** (the "**Waiver and Subordination**") and made a part hereof, which instrument is intended to be recorded simultaneously with this Declaration; and

WHEREAS, subsequent to the date of this Declaration Declarants intend to merge Block 346, Lots 73 and 75 to form one single tax lot, and to separately merge Block 346, Lots 37 and 47 to form one single tax lot.

WHEREAS, Declarant desires to restrict the manner in which the Subject Property is developed, redeveloped, maintained and operated in the future.

NOW THEREFORE: Declarant does hereby declare, covenant and agree that the Subject Property shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations, easements, and agreements of this Declaration, which shall run with the Subject Property and which shall be binding on Declarant, respectively and its successors and assigns as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.01 For purposes of this Declaration, the following terms shall have the following meanings:

1.02 "Approvals" shall mean all the approvals of the Land Use Application by the Commission and City Council with respect to the Subject Property.

1.03 "Buildings Department" shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof under the New York City Charter.

1.04 "Building Permit" shall mean the issuance of any permit by the Buildings Department whether in the form of (i) an excavation permit, authorizing excavations, including those made for the purposes of removing earth, sand, gravel, or other material from the Subject Property; (ii) a foundation permit, authorizing foundation work at the Subject Property; (iii) a demolition permit, authorizing the dismantling, razing or removal of a building or structure, including the removal of structural members, floors, interior bearing walls and/or exterior walls or portions thereof; (iv) a New Building Permit (as herein defined) or (v) any other permit normally associated with the development of a building.

1.05 "CEQR" shall have the meaning given in the Recitals to this Declaration.

1.06 "Chair" shall mean the Chair of the City Planning Commission of the City of New York from time to time, or any successor to its jurisdiction.

1.07 "City" shall mean the City of New York.

1.08 "City Council" shall mean the City Council of the City of New York, or any successor to its jurisdiction.

1.09 "Commission" shall have the meaning given in the Recitals to this Declaration and shall include any successor to its jurisdiction.

1.10 "Construction Commencement" shall mean the issuance of the first permit from the Buildings Department permitting the demolition, excavation, or construction of foundations for the Proposed Development.

1.11 "Construction Monitoring Measures" or "CMMs" shall have the meaning given in Section 3.08 of this Declaration.

1.12 "CPC-ONE" shall have the meaning set forth in the Recitals to this Declaration.

1.13 "DCP" shall mean the Department of City Planning of the City of New York.

1.14 "Declarant" shall have the meaning given in the Recitals of this Declaration and shall include any Successor Declarant and any entity that becomes a Declarant pursuant to this Declaration.

1.15 "Declaration" shall mean this Declaration, as same may be amended or modified from time to time in accordance with its provisions.

1.16 "Delay Notice" shall have the meaning set forth in Section 5.04 of this Declaration.

1.17 "FEIS" shall have the meaning set forth in the Recitals to this Declaration.

1.18 "Final Approval" shall mean approval or approval with modifications of the Land Use Application by the Commission pursuant to New York City Charter Section 197-c, unless (a) pursuant to New York City Charter Section 197-d(b), the City Council reviews the decision of the Commission approving or approving with modifications the Land Use Application and takes final action pursuant to New York City Charter Section 197-d approving or approving with modifications the Land Use Application, in which event "Final Approval" shall mean such

approval or approval with modifications of the Land Use Application by the City Council, or (b) the City Council disapproves the decision of the Commission and the Mayor of the City of New York (the "Mayor") files a written disapproval of the City Council's action pursuant to New York City Charter Section 197-d(e), and the City Council does not override the Mayor's disapproval, in which event "Final Approval" shall mean the Mayor's written disapproval pursuant to such New York City Charter Section 197-d(e). Notwithstanding anything to the contrary contained in this Declaration, "Final Approval" shall not be deemed to have occurred for any purpose of this Declaration if the final action taken pursuant to New York City Charter Section 197-d is disapproval of the Land Use Application.

1.19 "Force Majeure" shall mean that a Force Majeure Event has occurred and Declarant has provided the Delay Notice.

1.20 "Force Majeure Event" shall mean an occurrence, or occurrences, beyond the reasonable control of Declarant, which causes delay in the performance of Declarant's obligations hereunder, provided that Declarant has taken all reasonable steps reasonably necessary to control or to minimize such delay, and which occurrences shall include, but not be limited to: (i) a strike, lockout or labor dispute; (ii) shortages or the inability to obtain labor or materials (including, but not limited to fuel, steam, water, electricity, equipment, or supplies) or reasonable substitutes therefor (including but not limited to embargoes and/or tariffs); (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any Governmental Authority; (v) undue material delay in the issuance of approvals or actions by any Governmental Authority, provided that such delay is not caused by any act or omission of Declarant; (vi) enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) fire or other casualty; (viii) a taking of the whole or any portion of the Subject Property by condemnation or eminent domain;

(ix) unusual or reasonably unforeseeable inclement weather substantially delaying construction of any relevant portion of the Subject Property; (x) unforeseen building, demolition, underground, or soil conditions, provided that Declarant did not and could not reasonably have anticipated the existence thereof as of the date hereof; (xi) the denial of access to adjoining real property, notwithstanding the existence of a right of access to such real property in favor of Declarant arising by contract, this Declaration or Legal Requirements, (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; (xiii) orders of any court of competent jurisdiction (including, without limitation, any litigation which results in an injunction or a restraining order prohibiting or otherwise delaying the construction of any portion of the Subject Property); (xiv) unusual delays in transportation; (xv) the pendency of any litigation which results in an injunction or restraining order prohibiting or otherwise delaying the construction of any portion of the Subject Property; (xvi) inability to obtain labor, materials or permits due to unscheduled extraordinary government restrictions; (xvii) national or global financial crisis; (xviii) government delay or inaction; and/or (xix) public health emergencies declared by the Governor of the State of New York or the Mayor of the City of New York. No event shall constitute a Force Majeure Event unless Declarant, the Association, or the holder of a Mortgage on the Subject Property in control of the Subject Property, as applicable, complies with the procedures set forth in Section 7.04.

1.21 "Foundation Permit" shall mean a permit issued by the Buildings Department permitting the construction of the foundation of the Proposed Development.

1.22 "Fugitive Dust Control Plan" shall have the meaning given in Section 3.01(b) of this Declaration.

1.23 "Go-Broome" shall have the meaning set forth in the Recitals to this Declaration.

1.24 "Go-Norfolk" shall have the meaning set forth in the Recitals to this Declaration.

1.25 "Gotham" shall have the meaning set forth in the Recitals to this Declaration.

1.26 "Governmental Authority" shall mean any governmental authority (including any Federal, State, City or County governmental authority or quasi-governmental authority, or any political subdivision hereof, or any agency, department, commission, board or instrumentality of any thereof) having jurisdiction over the matter in question.

1.27 "Ground Lease" shall have the meaning given in the Recitals to this Declaration.

1.28 "Land Use Application" shall have the meaning given in the Recitals to this Declaration, as such Land Use Application may be hereafter modified.

1.29 "Legal Requirements" shall mean all applicable laws, statutes and ordinances, and all orders, rules, regulations, interpretations, directives and requirements, of any Governmental Authority having jurisdiction over the Subject Property.

1.30 "Lot 37 Property" shall have the meaning set forth in the Recitals to this Declaration.

1.31 "Lot 75 Property" shall have the meaning set forth in the Recitals to this Declaration.

1.32 "LPC" shall mean the New York City Landmarks Preservation Commission, or any successor to the jurisdiction thereof under the New York City Charter.

1.33 "LSRD" shall have the meaning given in the Recitals of this Declaration.

1.34 "Maintenance of Protection of Traffic Plan" or "MPT" shall have the meaning set forth in Section 3.01(e)(i) of this Declaration.

1.35 "Monitor" shall have the meaning given in Section 3.08 of this Declaration.

1.36 "Monitor Agreement" shall have the meaning given in Section 3.08(b) of this Declaration.

1.37 "Mortgage" shall mean a fee or leasehold mortgage given as security for a loan in respect of all or any portion of the Subject Property.

1.38 "Mortgagee" shall mean the holder of a Mortgage.

1.39 "New Building Permit" shall mean a work permit issued by the Buildings Department under a new building application authorizing the construction of the Subject Property.

1.40 "New Cure Period" shall have the meaning given in Section 3.08(f) of this Declaration.

1.41 "New York City Air Pollution Control Code" shall have the meaning set forth in Section 3.01(b)(i)(6) of this Declaration.

1.42 "New York City Charter" shall mean the Charter of the City of New York, effective as of January 1, 1990, as amended from time to time.

1.43 "New York City Noise Control Code" shall have the meaning set forth in Section 3.01(c)(i)(1) of this Declaration.

1.44 "Noise Reduction Plan" shall have the meaning set forth in Section 3.01(c)(2) of this Declaration.

1.45 "Notice" shall have the meaning given in 6.04 of this Declaration.

1.46 "Party-in-Interest" shall have the meaning given in the Recitals to this Declaration.

1.47 "PCO" shall have the meaning set forth in Section 3.03(a)(iv) of this Declaration.

1.48 "PCRE" shall mean the Project Components Related to the Environment, as described in Article III hereof.

1.49 "Possessory Interest" shall mean either (1) a fee interest in the Subject Property or any portion thereof or (2) the lessee's estate in a ground lease of all or substantially all the Subject Property or portion thereof.

1.50 "Proposed Cure Period" shall have the meaning given in Section 3.08(f) of this Declaration.

1.51 "Proposed Development" shall have the meaning given in the Recitals to this Declaration.

1.52 "Register" shall have the meaning given in Section 4.01(a) of this Declaration.

1.53 "Register's Office" shall have the meaning given in Section 4.01(a) of this Declaration.

1.54 "Section 3.07 Request" shall have the meaning set forth in Section 3.07(c) of this Declaration.

1.55 "State" shall mean the State of New York, its agencies and instrumentalities.

1.56 "Successor Declarant" shall mean any successor entity to the balance and entirety of Declarant's Possessory Interest in the Subject Property so that Declarant no longer holds any Possessory Interest in the Subject Property.

1.57 "TCO" shall have the meaning set forth in Section 3.03(a)(iv) of this Declaration.

1.58 "Title Company" shall have the meaning set forth in the Recitals to this Declaration.

1.59 "Unit Interested Party" shall mean any and all of the following: all owners, lessees, and occupants of any individual residential or commercial condominium unit, and all holders of a mortgage or other lien encumbering any such residential or commercial condominium unit.

1.60 "United States Environmental Protection Agency" shall have the meaning given in Section 3.01(d)(i) of this Declaration.

1.61 "Waiver and Subordination" shall have the meaning set forth in the Recitals to this Declaration.

1.62 "Zoning Resolution" or "ZR" shall have the meaning set forth in the Recitals to this Declaration.

Certain additional terms are defined in the Sections in which they first appear or to which they most closely pertain.

ARTICLE II

DEVELOPMENT AND USE OF THE SUBJECT PROPERTY

2.01 **Development of the Subject Property**. If the Subject Property is developed, in whole or in part, with the Proposed Development, or portion thereof, Declarant covenants and agrees that the PCREs and mitigation measures set forth in Article III shall be implemented in accordance with the provisions of this Declaration.

ARTICLE III

PROJECT COMPONENTS RELATED TO THE ENVIRONMENT; MITIGATION MEASURES

3.01 **Project Components Related to the Environment for Construction**. Declarant shall implement and incorporate as part of its construction of the Proposed Development as

appropriate the following PCRE's related to construction prior to any Construction Commencement on the Subject Property, as the context may require:

(a) Construction Air Emissions Reduction Measures.

(i) Prior to Construction Commencement Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, the following measures for all construction activities (including, but not limited to, demolition and excavation) during the development of the Proposed Development:

1. All non-road, diesel-powered construction equipment with engine power output rating of 50 horsepower or greater and controlled truck fleets (i.e. truck fleets under long term contract with Declarant, such as concrete mixing and pumping trucks) shall utilize the best available tailpipe technology for reducing diesel particulate emissions. Given the timeframe of the developments to be constructed under the proposed actions (2020-2022), equipment meeting the more restrictive Tier 4 standards for diesel engines would be expected to be in wide use and comprise the majority of contractors' fleets. The combination of Tier 4 and Tier 3 engines with diesel particulate filter (DPF) would achieve diesel particulate matter (DPM) reductions of approximately 90 percent when compared to older uncontrolled engines. If the contractor will use equipment older than the Tier 4 model years, the equipment will have to be retrofitted with DPF.

2. Large emissions sources and activities such as concrete trucks, generators, and large compressors shall be located away from the sensitive receptors, to the extent practicable.

3. All on-site diesel-powered engines shall be operated exclusively with ultra-low sulfur diesel fuel, which is a federal requirement since 2010.

4. Idling of all vehicles, including non-road engines, for periods longer than three minutes shall be prohibited on the Subject Property for all equipment and vehicles that are not using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or unless otherwise required for the proper operation of the engine.

(ii) To the extent practicable, and contingent upon Con Edison or subject utility provider supplying sufficient temporary electric, Declarant shall use electrically powered equipment in lieu of diesel-powered and gasoline-powered versions of such equipment, including, but not limited to, hoists employed during construction and small equipment such as lifts, compressors and welders.

(iii) Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this Section 3.01(a), with respect to applicable work at the Subject Property.

(b) Fugitive Dust Control Plan.

(i) Prior to Construction Commencement Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, a plan for the minimization of the emission of dust from construction-related activities during development of the Proposed Development (the "**Fugitive Dust Control Plan**"), which Fugitive Dust Control Plan shall contain the following measures:

1. Fugitive dust from excavation, demolition, transfer of spoils, and loading and unloading of spoils shall be controlled through water spraying.

2. Water sprays shall be used for all demolition, excavation, and transfer of soils to ensure materials will be dampened as necessary to avoid the suspension of dust into the air.

3. All trucks hauling loose material shall be equipped with tight fitting tailgates and their loads securely covered prior to leaving construction areas.

4. Stabilized areas shall be established for washing dust off of the wheels of all trucks that exit construction areas.

5. Streets adjacent to the Subject Property be cleaned of construction dust as frequently as needed.

6. Declarant shall comply with and implement all measures required by Chapter 1 of Title 24 of the New York City Administrative Code (the "**New York City Air Pollution Control Code**") regulating construction-related dust emissions.

(ii) Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this Section 3.01(b) with respect to applicable work at the Subject Property.

(c) Construction Noise Reduction Measures.

(i) Prior to Construction Commencement, Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, the following measures for all construction activities (including demolition and excavation) related to the development of the Proposed Development:

1. All construction activities shall comply with Chapter 2 of Title 24 of the New York City Administrative Code (the "**New York City Noise Control Code**"),

and with the rules on Citywide Construction Noise Mitigation, as set forth in Chapter 28 of Title 15 of the Rules of the City of New York.

2. Declarant shall develop and implement a plan for minimization of construction noise (the "**Noise Reduction Plan**"). The Noise Reduction Plan shall contain both path control and source control measures, including the following:

(A) Path Control Measures

(aa) The DOB regulations require a perimeter barrier or "construction noise barrier" when a construction site is within 200 feet of a receptor, which barrier shall be constructed in a specific manner (as described in the New York City Noise Code) to provide sufficient sound attenuation. Section 3307.7 of the New York City Building Code requires a solid perimeter noise barrier made out of wood or other suitable material be constructed where a new building is being constructed or a building is being demolished to grade. For the proposed project, a perimeter noise barrier of at least 12 feet in height would be used.

(bb) Should noise complaints occur during construction, the contractor shall use path noise control measures such as temporary noise barriers, localized jersey barriers and/or portable noise enclosures for small equipment (jackets around equipment) to the extent practicable.

(cc) The quietest equipment and methods shall be used for excavators, dump trucks, cranes, auger drills and concrete saws to the extent feasible and practical.

(B) Source Control Measures

(aa) The construction contractor shall self-certify that all construction tools and equipment have been maintained to not generate excessive or unnecessary noise and that the noise emissions would not exceed the levels specified in the Federal Highway Administration's Roadway Construction Noise Model User's Guide, January 2006.

(bb) All construction equipment shall be equipped with necessary noise reduction equipment including mufflers to the extent practicable. All equipment with internal combustion engines would be operated with the doors closed including noise-insulating materials and at the lowest engine speed allowable and to the extent practicable.

(cc) To the extent practicable, the construction site shall be arranged to minimize the need for the use of backup alarms on construction equipment.

(dd) Where feasible, practical and safe, the use of back-up alarms would be minimized and/or quieter back-up alarms would be installed in accordance with OSHA standards.

(ee) Construction vehicles shall not idle more than three minutes in accordance with New York City Administrative Code §24-163, except for equipment and vehicles using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or otherwise required for the proper operation of the engine.

(ff) The contractor shall utilize a training program to inform workers on methods that can minimize construction noise.

(gg) For impact equipment such as pile drivers and jackhammers, the quietest equipment shall be selected to the extent practicable, taking into consideration the structural and geotechnical conditions.

(hh) The noise emission levels of the construction equipment shall meet the standards specified in Subchapter 5 of the New York City Noise Control Code and Table 22-1 of the *2014 CEQR Technical Manual*. Contractors shall be required to maintain properly construction equipment, including equipment noise mufflers. Additionally, the Tower crane shall not exceed an L_{max} noise level limit at 50 feet of 80 dBA, as set forth in Table 15-9 of the FEIS:

Table 15-9 Estimated Sound Levels During Excavation and Foundation

Equipment	Maximum Sound Level at 50 feet (dBA, Lmax)	Project Specific Maximum Sound Level at 50 feet (dBA, Lmax)	Utilization Factor (%)	Number of Construction Pieces of Equipment	
				Excavation and Foundation Phase	Superstructure Phase
Pickup Truck[1]	55	N/A	40	3	4
Pile Driver/Caisson Rig	95	N/A	20	3	0
Excavator/Backhoe	85	N/A	40	3	0
Tie-Back Drill Rig	84	N/A	20	2	0
Compressor	80	N/A	40	2	2
Dump Truck[1]	84	N/A	40	4	0
Generator	82	N/A	50	2	3
Concrete Mixer Truck	85	N/A	40	0	4
Concrete Pump	82	N/A	20	0	1
Tower Crane	85	80	16	0	1
Hydraulic Crane	85	N/A	16	0	1

Source: VHB, 2019.
1: Since dump trucks and pickup trucks are not allowed to idle more than three minutes in accordance with New York City Administrative Code §24-163, they have been excluded from the construction noise predictions.

(ii) Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this Section 3.01(c) with respect to applicable work at the Subject Property.

(d) Construction Pest Management Plan.

(i) Prior to Construction Commencement Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, an integrated plan to control pests (i.e., unwanted vermin), in accordance with requirements of the Buildings Department, throughout the

development of the Proposed Development. Prior to Construction Commencement, Declarant shall cause its contractor to bait appropriate areas of the Subject Property, using only United States Environmental Protection Agency ("**USEPA**") and New York State Department of Environmental Conservation ("**DEC**")-registered rodenticide.

(ii) Declarant shall include enforceable contractual requirements in the contracts of all relevant contractors and subcontractors to implement the provisions of this Section 3.01(d) with respect to applicable work at the Subject Property.

(e) Maintenance and Protection of Traffic Plan.

(i) Prior to Construction Commencement, Declarant shall prepare a plan which provides diagrams of proposed temporary lane and sidewalk alterations, the duration such alterations will be implemented, the width and length of affected segments, and sidewalk protection measures for pedestrians, which shall be necessary during construction (the "**Maintenance and Protection of Traffic Plan**" or "**MPT**"). Declarant shall submit the MPT to DOT for review and approval, provided, however, that completion and submission of the MPT shall not be necessary for preliminary site work, unless DOT advises Declarant that a MPT is required.

(ii) Declarant shall include provisions in the contracts of all relevant contractors and subcontractors requiring adherence to the provisions of the MPT plan.

3.02 **Environmental Mitigation**. Declarants shall, in accordance with the FEIS, undertake the mitigation measures set forth in Sections 3.03 through 3.05 below in connection with the Proposed Development.

3.03 **Transportation**.

(a) Chapter 9 of the FEIS identifies significant adverse traffic and pedestrian impacts in connection with the Proposed Development and mitigation measures (Chapter 17) in the form of signal timing modifications for the traffic impacts and signal timing modifications and crosswalk restriping for the pedestrian impact. The FEIS predicts that the proposed mitigation measures would be required at the completion of the Proposed Development. In order to mitigate the significant adverse transportation impacts, the Declarant has agreed that the mitigation measures will be implemented as described below.

(b) The Buildings Department shall not issue, and Declarant shall not accept, a TCO or a PCO for the Proposed Development until 30 days after Declarant has sent written notice to DOT, requesting that DOT implement the traffic mitigation measures set forth in Tables 17-3 to 17-6 of the FEIS, which are annexed hereto at **Exhibit "D"** and the pedestrian mitigation measures set forth in Table 17-7 of the FEIS, which are annexed hereto at **Exhibit "D"** hereto.

3.04 **Construction Transportation**.

(a) Chapter 15 of the FEIS identifies significant adverse construction traffic impacts in connection with the Proposed Development and mitigation measures in the form of signal timing modifications. In order to mitigate the significant adverse construction traffic impacts, the Declarant has agreed that the mitigation measures will be implemented as described below.

(b) Declarant shall not apply for or accept a permit allowing for Construction Commencement for the Proposed Development until 30 days after Declarant has sent written

notice to DOT, requesting that DOT implement the construction traffic mitigation measures set forth in Table 15-6 of the FEIS, which are annexed hereto at **Exhibit "E."**

3.05 **Construction Noise**

(a) To the extent feasible and practical, Declarant shall include acoustic enclosures around compressors and generators and acoustic shrouds around pile drivers.

(b) In the event that the additional path control mitigation measures set forth in section 3.05(a) to mitigate project-related construction noise cannot be implemented, the applicant shall offer tenants with units located at the north and east facades of the Hong Ning building (Block 364, Lot 1) or the north façade of the 384 Grand Street building that do not have through-window air conditioning units or an alternate means of ventilation, where significant adverse noise impacts are predicted to occur, one through-window air-conditioning unit per dwelling unit to mitigate project-related construction noise impacts.

3.06 **Inconsistencies with the FEIS**. If this Declaration inadvertently fails to include a PCRE or Mitigation Measure set forth in the FEIS as a PCRE or Mitigation Measure to be implemented by Declarant, such PCRE or Mitigation Measure shall be deemed incorporated in this Declaration by reference. If there is any inconsistency between a PCRE or Mitigation Measure as set forth in the FEIS and as incorporated in this Declaration, the more restrictive provision shall apply. Notwithstanding the foregoing, Declarant shall be entitled to the certificates as provided in 6.05.

3.07 **Innovation and Alternatives: Modifications Based on Further Assessments.**

(a) Innovation and Alternatives. In complying with Sections 3.01 through 3.05 of this Declaration, Declarant may, at its election, implement innovations, technologies or

alternatives that are or become available, which Declarant demonstrates to the satisfaction of DCP would result in equal or better methods of achieving the relevant PCRE or Mitigation Measure, than those set forth in this Declaration.

(b) Process for Innovations, Alternatives and Modifications Pursuant to Section 3.07. Following the delivery of a Notice to DCP requesting an Innovation, Alternative or Modification pursuant to Section 3.07 hereof (the "**Section 3.07 Request**"), Declarant shall meet with DCP to respond to any questions or comments on such request and accompanying materials, and shall provide additional information as may reasonably be requested by DCP in writing in order to allow DCP to determine, acting in consultation with City agency personnel as necessary in relation to the subject matter of the Section 3.07 Request.

(c) Modifications Based on Further Assessments. In the event that Declarant believes, based on changed conditions, that a PCRE or Mitigation Measure required under Sections 3.01 through 3.05 should not apply or could be modified without diminishment of the environmental standards which would be achieved by implementation of the PCRE or Mitigation Measure, it shall set forth the basis for such belief in an analysis submitted to DCP. In the event that, based upon review of such analysis, DCP determines that the relevant PCRE or Mitigation Measure should not apply or could be modified, Declarant may eliminate or modify the PCRE or Mitigation Measure consistent with the DCP determination, provided that Declarant records a notice of such change, as approved by DCP Counsel's Office, against the Subject Property in the office of the City Register.

3.08 **Appointment and Role of Independent Monitor**.

(a) Declarant shall, with the consent of DCP, retain an independent third party (the "**Monitor**") reasonably acceptable to DCP to oversee, on behalf of DCP, the implementation

and performance by Declarant of the construction period PCREs required under Section 3.01 of this Declaration (the "**Construction Monitoring Measures**" or "**CMMs**"). The Monitor shall be a licensed engineer, architect, general contractor or environmental consultant with significant experience in environmental management and construction management (or multiple persons or a firm employing such persons), including familiarity with the means and methods for implementation of the CMMs. DCP shall advise Declarant of its approval or rejection of the Monitor, as proposed, within fifteen (15) business days after Declarant provides DCP with satisfactory (as reasonably determined by DCP) documentation concerning the name and relevant experience of the Monitor.

(b) The "Scope of Services" described in any agreement between Declarant and the Monitor pursuant to which the Monitor is retained (the "**Monitor Agreement**") shall be subject to prior review by and approval of DCP, such approval not to be unreasonably withheld, conditioned or delayed. Such Monitor Agreement shall include provisions in a form acceptable to DCP that, among others, shall: (i) ensure that the Monitor is independent of Declarant in all respects relating to the Monitor's responsibilities under this Declaration (provided that the Monitor shall be responsible to Declarant with regard to practices generally applicable to or expected of consultants and independent contractors of Declarant) and has a duty of loyalty to DCP; (ii) provide for appropriate DCP management and control of the performance of services by the Monitor; (iii) authorize DCP to direct the termination of services by the Monitor for unsatisfactory performance of its responsibilities under the Monitor Agreement, following a fifteen (15)-day notice period by DCP to Declarant and the failure of Monitor to correct or remedy the unsatisfactory activity; (iv) allow for the retention by the Monitor of sub-consultants with expertise appropriate to assisting the Monitor in its performance of its obligations to the extent reasonably

necessary to perform its obligations under this Declaration and the Monitor Agreement; and (v) allow for termination by Declarant for cause, but only with the express written concurrence of DCP, which concurrence shall not be unreasonably withheld or delayed. If DCP shall fail to act upon a proposed Monitor Agreement within twenty (20) days after submission of a draft form of Monitor Agreement, the form of Monitor Agreement so submitted shall be deemed acceptable by DCP and may be executed by Declarant and the Monitor. The Monitor Agreement shall provide for the commencement of services by the Monitor at a point prior to Construction Commencement (the timing of such earlier point to be at the sole discretion of Declarant) and shall continue in effect at all times that construction activities are occurring on the Subject Property until issuance of the first TCO for any portion of the Proposed Development, unless the Declarant, with the prior consent of DCP or at the direction of DCP, shall have terminated the Monitor Agreement and substituted therefor another Monitor under a new Monitor Agreement, in accordance with all requirements of this Section 3.08. If the stage of development of the Subject Property identified in the Scope of Services under the Monitor Agreement is completed, Declarant shall not have any obligation to retain the Monitor for subsequent stage(s) of development of the Subject Property, provided that Declarant shall not recommence any construction until it shall have retained a new Monitor in compliance with the provisions of this Section.

(c) The Monitor shall: (i) assist and advise DCP with regard to review of plans and measures proposed by Declarant for purposes of satisfying CMMs in connection with determinations required under this Declaration as a prerequisite to Construction Commencement; (ii) provide reports of Declarant's compliance with the CMMs during any period of construction on a schedule reasonably acceptable to DCP, but not more frequently than once per month; and (iii) review records or perform field inspections of the portion of the Subject Property then being

developed as reasonably necessary to confirm that Declarant is complying with the CMMs. The Monitor may at any time also provide Declarant and DCP with notice of a determination that a CMM has not been implemented, accompanied by supporting documentation establishing the basis for such determination, provided that any such notice shall be delivered to both parties. If the Monitor has provided DCP with such notice of a determination and supporting documentation that a CMM has not been implemented, the Monitor shall: (x) have full access to the portion of the Subject Property then being developed (as referenced in the Monitor Agreement), subject to compliance with all generally applicable site safety requirements imposed by law or the construction manager's safety requirements pursuant to construction contracts or imposed as part of the site safety protocol in effect for the Subject Property; (y) on reasonable notice and during normal business hours, be provided with access to all books and records of Declarant pertaining to both the CMM alleged not to have been implemented and the applicable portion of the Subject Property which it reasonably deems necessary to carry out its duties, including the preparation of periodic reports; and (z) be entitled to conduct any tests on the Subject Property that the Monitor reasonably deems necessary to verify Declarant's implementation and performance of the CMMs, subject to compliance with all generally applicable site safety requirements imposed by law, site operations, or pursuant to construction contracts in effect for the Subject Property and provided further that any such additional testing shall be (q) coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors; and (r) conducted in a manner that will minimize any interference with the Proposed Development. The Monitor Agreement shall provide that Declarant shall have the right to require the Monitor to secure insurance customary for such activity and may hold the Monitor liable for any damage or harm resulting from such testing activities. Nothing in this Declaration, including without limitation the

provisions of this Section 3.08, shall be construed to make the Monitor a third-party beneficiary of this Declaration.

(d) Subject to compliance with all generally applicable site safety requirements or the construction manager's safety requirements pursuant to construction contracts or imposed as part of the site safety protocol in effect for the Subject Property, DCP, or any other applicable City agency, may, upon prior written or telephonic notice to Declarant, enter upon the Subject Property during business hours on business days for the purpose of conducting inspections to verify Declarant's implementation and performance of the CMMs; provided, however, that any such inspections shall be (i) coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors to the Subject Property, and (ii) conducted in a manner that will minimize any interference with, delay construction of, or create any safety hazard at, the Proposed Development. Declarant shall cooperate with DCP (or such other applicable City agency) and its representatives, and shall not delay or withhold any information or access to the Subject Property reasonably requested by DCP (or such other applicable City agency). Notwithstanding the foregoing, Declarant shall not be obligated to provide DCP or any other City agency with access to tenant occupied spaces or those portions of the Subject Property not owned and controlled by Declarant (such as individual condominium units).

(e) Declarant shall be responsible for payment of all fees and expenses due to the Monitor (including fees and expenses paid to sub-consultants engaged pursuant to Section 3.08(b)) in accordance with the terms of the Monitoring Agreement.

(f) If DCP determines, based on information provided by the Monitor and others, or through its own inspection of the Subject Property during construction, as applicable, that there is a basis for concluding that Declarant has failed to implement or to cause its contractors

to implement a CMM, DCP may thereupon give Declarant written notice of such alleged violation (each, a "**CMM Default Notice**"), transmitted by hand or via overnight courier service to the address for Notices for Declarant set forth in Section 6.04. Notwithstanding any provisions to the contrary contained in Section 5.01 of this Declaration, following receipt of a CMM Default Notice, Declarant shall: (i) effect a cure of the alleged violation within fifteen (15) business days; (ii) seek to demonstrate to DCP in writing within five (5) business days of receipt of the CMM Default Notice why the alleged violation did not occur and does not then exist; or (iii) seek to demonstrate to DCP in writing within five (5) business days of receipt of the CMM Default Notice that a cure period greater than fifteen (15) business days would not be harmful to the environment or that the required cure cannot be accomplished within fifteen (15) business days (such longer cure period, a "**Proposed Cure Period**"). If DCP accepts within two (2) business days of receipt of a writing from Declarant that the alleged violation did not occur and does not then exist, DCP shall withdraw the CMM Default Notice and Declarant shall have no obligation to cure. If DCP accepts a Proposed Cure Period in writing within two (2) business day of receipt of a writing from Declarant, then this shall become the applicable cure period for the alleged violation (the "**New Cure Period**"), provided that if DCP does not act with respect to a Proposed Cure Period within two (2) business days or after receipt of a writing from Declarant with respect thereto, the running of the fifteen (15) day cure period for the alleged violation shall be tolled until such time as DCP so acts. If Declarant fails to: (i) effect a cure of the alleged violation; (ii) cure the alleged violation within a New Cure Period, if one has been established; or (iii) demonstrate to DCP's satisfaction that a violation has not occurred, then representatives of Declarant shall, promptly at DCP's request, and upon a time and date, and a location acceptable to DCP, convene a meeting (and, at the election of the parties, additional meetings) with the Monitor and DCP representatives. If, subsequent to such

meetings, Declarant is unable reasonably to satisfy the DCP representatives that no violation exists or is continuing or the Declarant, the Monitor and DCP are unable to agree upon a method for curing the violation within a time period acceptable to DCP, DCP shall have the right to exercise any remedy available at law or in equity or by way of administrative enforcement, to obtain or compel Declarant's performance under this Declaration, including seeking an injunction to stop work on the Subject Property, as necessary, to ensure that the violation does not continue, until the Declarant demonstrates either that the violation does not exist or that it has cured the violation, subject to the cure provisions of Section 5.02 hereof (as modified for the cure periods set forth in this Section 3.08(f)) and the limitations of Sections 5.03, 5.04, 6.01, and 6.02 hereof. Nothing herein shall be construed as a waiver of any legal or equitable defense that Declarant may have in any enforcement action or proceeding initiated by DCP in accordance with this provision.

3.09 **Force Majeure Event Involving a PCRE or Mitigation Measure**. Notwithstanding any provision of Section 5.04 to the contrary, where the Obligation as to which a Force Majeure Event applies is a PCRE or Mitigation Measure set forth in this Article III of the Declaration, Declarant may not be excused from performing such PCRE or Mitigation Measure that is affected by the Force Majeure Event (x) unless such PCRE or Mitigation Measure cannot be reasonably implemented during the Force Majeure or (y) unless and until the Chair has made a determination in his or her reasonable discretion that not implementing the PCRE or Mitigation Measure during the period of the Force Majeure Event, or implementing an alternative proposed by Declarant, would not result in any new or different significant adverse environmental impact not addressed in the FEIS.

ARTICLE IV

EFFECTIVE DATE; AMENDMENTS AND MODIFICATIONS TO AND CANCELLATION OF THIS DECLARATION

4.01 **Effective Date; Recordation**.

(a) Prior to issuance of any Building Permit relating to the Subject Property, the Declarant shall record this Declaration and any related waivers executed by Mortgagees or other Parties-in-Interest or other documents executed and delivered in connection with the Land Use Application and required by this Declaration to be recorded in public records, in the Office of the City Register, New York County (the "**Register's Office**"), indexing them against the entire Subject Property, and deliver to the Commission within ten (10) days from any such submission for recording, a copy of such documents as submitted for recording, together with an affidavit of submission for recordation. This Declaration and the provisions and covenants hereof, shall become effective upon recordation of this Declaration in accordance with this paragraph. Declarant shall deliver to the Commission a copy of all such documents, as recorded, certified by the City Register (the "**Register**"), promptly upon receipt of such documents from the Register. If the Declarant fails to so record such documents, then the City may record duplicate originals of such documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by the Declarant or by the City, shall be borne by Declarant.

(b) Notwithstanding anything to the contrary contained in this Declaration, if the Approvals given in connection with the Land Use Application are declared invalid or otherwise voided by a final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal has been taken within the applicable statutory period provided for such appeal, then, upon entry of said judgment or the expiration of the applicable statutory period

for such appeal, then this Declaration shall be cancelled and shall be of no further force or effect and an instrument discharging or terminating it may be recorded. Prior to the recordation of such instrument discharging or terminating this Declaration, the Declarant shall notify the Chair of Declarant's intent to discharge or terminate this Declaration and request the Chair's approval, which approval shall be limited to insuring that such discharge and termination is in proper form and provides that the proper provisions which are not discharged or terminated survive such termination. Upon recordation of such instrument, Declarant or Successor Declarants (as hereinafter defined) shall provide a copy thereof to the Commission so certified by the Register.

4.02 **Amendment**. This Declaration may be amended, modified or cancelled only upon application by the Declarant (or any Successor Declarant) and with the express written approval of the Commission or an agency succeeding to the Commission's jurisdiction (except with respect to a cancellation pursuant to Section 4.01 hereof, for which no such approval shall be required). No other approval or consent shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant.

4.03 **Minor Modifications**. Notwithstanding the provisions of Section 4.02 above, any change to this Declaration proposed by the Declarant (or any Successor Declarant), which the Chair deems to be a minor modification of this Declaration, may by express written consent be approved administratively by the Chair and no other approval or consent shall be required from any public body, private person or legal entity of any kind, including, without limitation, any present or future Party-in-Interest. Such minor modifications shall not be deemed amendments requiring the approval of the Commission. In the event that a minor modification results in a

modification of the Plans, a notice indicating such modification shall be recorded in the City Register's Office, in lieu of a modification of this Declaration.

4.04 **Future Recording**. Any modification, amendment or cancellation of this Declaration shall be executed and recorded in the same manner as this Declaration.

4.05 **Certain Provisions Regarding Modification**. For so long as any Declarant or any Successor Declarant shall hold a Possessory Interest in the Subject Property or any portion thereof, all other Unit Interested Parties, their heirs, successors, assigns and legal representatives, hereby irrevocably (i) consent to any amendment, modification, cancellation, revision or other change in this Declaration, (ii) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (iii) nominate, constitute and appoint Declarant, or any Successor Declarant, their true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments of any kind that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration or to evidence such Unit Interested Parties' consent or waiver as set forth in this Section 4.05.

ARTICLE V

COMPLIANCE; DEFAULTS; REMEDIES

5.01 **Default**.

(a) Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit the City. Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions,

covenants, easements, obligations and agreements contained herein. If the Declarant fails to perform any of its obligations under this Declaration with respect to its obligations, the City shall seek to enforce this Declaration and exercise any administrative legal or equitable remedy available to the City, and Declarant hereby consents to same; provided that (i) this Declaration shall not be deemed to diminish Declarant's or any other Party in Interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it, (ii) the City's rights of enforcement shall be subject to the cure provisions and periods set forth in Section 5.01(c) hereof and the limitations of Sections 5.02, 6.01 and 6.02 hereof, and (iii) if a party to this Declaration fails to perform its obligations under this Declaration in relation to one of the two buildings in the Proposed Development, the City shall enforce this Declaration solely against such defaulting party and the tax lot associated with such building. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive and that the City and any agency thereof may pursue other remedies not specifically set forth herein, subject to the further provisions of this Section 5.01 and Sections 6.01 and 6.02 hereof, including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Declaration and a revocation by the City of any certificate of occupancy, temporary or permanent, for any building located within the Proposed Development that does not comply with the provisions of this Declaration; provided, however, that such right of revocation shall not permit or be construed to permit the revocation of any certificate of occupancy for any use or improvement that exists on the Subject Property as of the date of this Declaration. In furtherance of the foregoing, in any proceedings brought by the City against Declarant to enforce the obligations of this Declaration, seeking to deny or revoke building permits or certificates of occupancy for the Proposed Development, or to impose a lien, fine, or other penalty (including, but not limited to, injunctive relief), if the event or occurrence

which is the basis of an allegation of a failure to comply by Declarant is a failure to perform an obligation associated with one of the two buildings in the Proposed Development, then the City shall only deny or seek the revocation of building permits or certificates of occupancy for the affected building, and only seek to impose a fine, lien, or other penalty (including, but not limited to, injunctive relief) on the affected building, and any such event or occurrence shall not provide the basis for denial or revocation of building permits or certificates of occupancy or the imposition of a fine, lien, or other penalty (including, but not limited to, injunctive relief) with respect to the building for which no failure to comply has occurred; furthermore, so long as a building in the Proposed Development is in compliance with the provisions of this Declaration applicable to it, the ability of such building to obtain a building permit or a temporary or permanent certificate of occupancy shall be unaffected by the other building in the Proposed Development.

(b) Notwithstanding any provision of this Declaration, only Declarant, Mortgagees, and Declarant's successors and assigns and the City, shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Land Use Application or Approvals.

(c) Prior to City instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, City shall give the Declarant (and CPC-ONE, while the Ground Lease is in effect), every Mortgagee of all or any portion of the Subject Property, and every Party in Interest, ninety (90) days written notice of such alleged violation, during which period the Declarant, any Party in Interest, and Mortgagee shall have the opportunity to effect a cure of such alleged violation or to demonstrate to City why the alleged violation has

not occurred. If a Mortgagee or Party in Interest performs any obligation or effects any cure the Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of the Declarant and shall be accepted by any person or entity benefited hereunder, including the Commission and the City, as if performed by the Declarant. If the Declarant, any Party in Interest, or Mortgagee commence to effect such cure within such ninety (90) day period (or if cure is not capable of being commenced within such ninety (90) day period, the Declarant, any Party in Interest or Mortgagee commences to effect such cure when such commencement is reasonably possible), and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid ninety (90) day period (as such may be extended in accordance with the preceding clause) shall be extended for so long as the Declarant, any Party in Interest, or Mortgagee continues to proceed diligently with the effectuation of such cure. In the event that more than one Declarant exists at any time on the Subject Property, notice shall be provided to all Declarants from whom City has received notice in accordance with Section 6.04 hereof, and the right to cure shall apply equally to all Declarants.

(d) If, after due notice and opportunity to cure as set forth in this Declaration, the Declarant, Mortgagee, or a Party in Interest shall fail to cure the alleged violation with respect to the Subject Property, the City may exercise any and all of its rights, including without limitation those delineated in this Section 5.01 and may disapprove any amendment, modification or cancellation of this Declaration on the sole ground that such Declarant is in default of a material Obligation under this Declaration.

(e) The time period for curing any violation of this Declaration by the Declarant shall be subject to extension due to the occurrence of a Force Majeure Event subject to the provisions of Section 5.04 hereof.

5.02 **Rights of Mortgagees and CPC-ONE During Ground Lease**. Except as otherwise provided in Section 5.03 of this Declaration, and notwithstanding Section 5.01, if the Declarant shall fail to observe or perform any of the covenants or provisions contained in this Declaration and such failure continues beyond the cure period set forth in Section 5.01 hereof, the City shall, before taking any action to enforce this Declaration, give notice to any Named Mortgagee (and CPC-ONE, while the Ground Lease is in effect) setting forth the nature of the alleged default. A Named Mortgagee (and CPC-ONE, while the Ground Lease is in effect) shall have available to it an additional cure period of the same number of days as the Declarant had in which to cure such alleged default, as extended by Force Majeure Events. If such Named Mortgagee or CPC-ONE has commenced to effect a cure during such period and is proceeding with reasonable diligence towards effecting such cure, then such cure period shall be extended for so long as such Named Mortgagee or CPC-ONE is continuing to proceed with reasonable diligence with the effectuation of such cure. With respect to the effectuation of any cure by any Named Mortgagee or CPC-ONE, such Named Mortgagee or CPC-ONE shall have all the rights and powers of the Declarant pursuant to this Declaration necessary to cure such default. If a Named Mortgagee or CPC-ONE performs any obligation or effects any cure the Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of the Declarant and shall be accepted by any person or entity benefited hereunder, including the Commission and the City, as if performed by Declarant. Notwithstanding anything to the contrary contained herein, the execution of a Waiver and Subordination or the failure by a Named Mortgagee to cure an alleged default shall not defeat, invalidate, or impair the validity of the lien of the Mortgage in favor of a Named Mortgagee.

5.03 **Enforcement of Declaration**. No person or entity other than Declarant, Mortgagees, the City, or a successor, assign or legal representative of any such party, shall be entitled to enforce, or assert any claim arising out of or in connection with, this Declaration. This Declaration shall not create any enforceable interest or right in any person or entity other than the parties named above in this Section, who shall be deemed to be the proper entities to enforce the provisions of this Declaration, and nothing contained herein shall be deemed to allow any other person or entity, public or private, any interest or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Land Use Application. Declarant consents to the enforcement by the City, administratively or at law or equity, or by any legal means necessary, of the covenants, conditions, easements, agreements and restrictions contained in this Declaration.

5.04 **Delay By Reason of Force Majeure Event**. In the event that Declarant is unable to comply with any obligations of this Declaration (including, without limitation, any violation of this Declaration under Section 5.01 hereof) as a result of a Force Majeure Event, then Declarant may, upon written notice to the Chair (the "**Delay Notice**"), request that the Chair, certify the existence of such Force Majeure Event. Such Delay Notice shall include a description of the Force Majeure Event, and, if known to such Declarant, its cause and probable duration and the impact it is reasonably anticipated to have on the completion of the item of work, to the extent known and reasonably determined by the Declarant. In the exercise of its reasonable judgment the Chair shall, within thirty (30) days of its receipt of the Delay Notice certify in writing whether a Force Majeure Event has occurred. If the Chair certifies that a Force Majeure Event does not exist, the Chair shall set forth with reasonable specificity, in the certification, the reasons therefor. If the Chair certifies a Force Majeure Event exists, upon such notification, the Chair shall grant Declarant appropriate

relief including notifying DOB that a Building Permit, TCO, or a PCO, as applicable, may be issued for the Proposed Development. Failure to respond within such thirty (30) day period shall be deemed to be a certification by the City that Force Majeure Events have occurred. Any delay caused as the result of a Force Majeure Event shall be deemed to continue only as long as the Force Majeure Event continues. Upon a certification or deemed certification that Force Majeure Events have occurred, the City may grant such Declarant appropriate relief. Any delay caused as the result of Force Majeure Event shall be deemed to continue only as long as the Force Majeure Event continues. Declarant shall re-commence the Obligation at the end of the probable duration of the Force Majeure Event specified in the Delay Notice, or such lesser period of time as the Chair reasonably determined the Force Majeure Event shall continue; provided, however, that if the Force Majeure Event has a longer duration than as set forth in the Delay Notice, or as reasonably determined by the Chair, the Chair shall grant additional time to re-commence the Obligation.

ARTICLE VI

MISCELLANEOUS

6.01 **Binding Effect**. Except as specifically set forth in this Declaration and, subject to applicable law, Declarant shall have no obligation to act or refrain from acting with respect to the Subject Property. The restrictions, covenants, rights and agreements set forth in this Declaration shall be binding on Declarant, and any Successor Declarant who acquires a Possessory Interest in the Subject Property, provided that the Declaration shall only be binding upon Declarant, or a Successor Declarant for the period during which such Declarant, or such Successor Declarant is the holder of a Possessory Interest in the Subject Property and only to the extent of such Possessory Interest in the Subject Property. At such time as Declarant, or any Successor Declarant no longer holds a Possessory Interest in the Subject Property, such Declarant's, or Successor Declarant's

obligation and liability under this Declaration shall wholly cease and terminate except with respect to any liability during the period when such Declarant held a Possessory Interest in the Subject Property, and the party succeeding such Declarant shall be deemed to have assumed the obligations and liability Declarant pursuant to this Declaration with respect to actions or matters occurring subsequent to the date such party succeeds to a Possessory Interest in the Subject Property to the extent of such party's Possessory Interest in the Subject Property. For purposes of this Declaration, any successor to Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of a Possessory Interest in the Subject Property. The provisions of this Declaration shall run with the land and shall inure to the benefit of and be binding upon Declarant.

6.02 **Limitation of Liability**. Notwithstanding anything to the contrary contained in this Declaration, the City will look solely to the estate and interest Declarant, and any or all of their respective successors and assigns or the subsequent holders of any interest in the Subject Property, on an in rem basis only, for the collection of any judgment or the enforcement of any remedy based upon any breach by any such party of any of the terms, covenants or conditions of this Declaration. No other property of any such party or its principals, disclosed or undisclosed, or its partners, shareholders, directors, officers or employees, or said successors, assigns and holders, shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or of any other party or person under or with respect to this Declaration, and no such party shall have any personal liability under this Declaration. In the event that the Proposed Development is subject to a declaration of condominium, every condominium unit shall be subject to levy or execution for the satisfaction of any monetary remedies of the City solely to the extent of each Unit Interested Party's Individual Assessment Interest. The "**Individual Assessment Interest**" shall mean the Unit Interested Party's percentage interest in the common elements of the

condominium in which such condominium unit is located applied to the assessment imposed on the condominium in which such condominium unit is located. In the event of a default in the obligations of the condominium as set forth herein, the City shall have a lien upon the property owned by each Unit Interested Party solely to the extent of each such Unit Interested Party's unpaid Individual Assessment Interest, which lien shall include such Unit Interested Party's obligation for the costs of collection of such Unit Interested Party's unpaid Individual Assessment Interest. Such lien shall be subordinate to the lien of any prior recorded Mortgage in respect of such property given to a bank, insurance company, real estate investment trust, private equity or debt fund, or other institutional lender (including but not limited to a governmental agency), the lien of any real property taxes, and the lien of the board of managers of any such condominium for unpaid common charges of the condominium, and the lien of the condominium pursuant to the provisions of Article V hereof. The City agrees that, prior to enforcing its rights against a Unit Interested Party, the City shall first attempt to enforce its rights under this Declaration against the applicable Declarant, and the boards of managers of any condominium association. In the event that the condominium shall default in its obligations under this Declaration, the City shall have the right to obtain from the boards of managers of any condominium association, the names of the Unit Interested Parties who have not paid their Individual Assessment Interests.

6.03 **Condominium and Cooperative Ownership.**

(a) In the event that the Subject Property or any portion thereof is developed as, sold, or converted to condominium or cooperative ownership requiring the approval of an offering plan by the Attorney General of the State of New York (the "**Attorney General**"), Declarant so doing shall provide a copy of this Declaration and any subsequent modification hereof to the Attorney General with the offering documents at the time of application for approval of any

offering plan for such condominium or cooperative. Declarant shall include in the offering plan, if any, for such condominium or cooperative this Declaration or any portions hereof which the Attorney General determines shall be included and, if so included in the offering plan, shall make copies of this Declaration available to condominium purchasers and cooperative shareholders purchasing from such Declarant pursuant to such offering plan. Such condominium or cooperative (or the board of managers of a condominium or board directors of a cooperative having a Possessory Interest therein) shall be deemed to be a Declarant for purposes of this Declaration, and shall succeed to a prior Declarant's obligations under this Declaration in accordance with Section 8.01 hereof.

(b) With respect to any portion of the Subject Property which shall be subject to a condominium, cooperative or similar form of ownership, for the purposes of this Declaration, except as otherwise set forth below, the board of directors or managers of the condominium, cooperative or similar association (such entity, a "**Board**") or a master association (an "**Association**") selected by the Board and authorized by underlying organizational documents to act on behalf of the individual condominium unit owners, cooperative shareholders or similar owners, shall have the sole right as Declarant of such portion of the Subject Property to assess a lien for any costs incurred under this Declaration or to otherwise act as a Declarant with respect to this Declaration, to the extent such action is required for any purpose under this Declaration, and the consent of any individual condominium unit owner, cooperative shareholder or other similar owner who may be considered a party in interest under the Zoning Resolution shall not be required. For purposes of this Declaration, the Board or the Association, as the case may be, shall be deemed the sole Party in Interest with respect to the property interest subjected to the condominium, cooperative or similar ownership arrangement, and any such condominium unit owner, cooperative

shareholder or other similar owner, or holder of any lien encumbering any such individual unit, shall not be deemed a Party in Interest. For purposes of Section 8.04 hereof, notice to the Board or the Association, as the case may be, shall be deemed notice to the Declarant of the applicable portion of the Subject Property.

6.04 **Notices**.

All notices, demands, requests. Consents, approvals, and other communications (each, a "**Notice**") which may be or are permitted, desirable, or required to be given under this Declaration shall be in writing and shall be sent or delivered as follows:

To Declarants:	GO NORFOLK LLC and GO BROOME LLC c/o Gotham 432 Park Ave South, 2nd floor New York, NY 10016 Attention: Bryan Kelly Telephone: 212-716-2502 E-mail: BKelly@GothamOrg.com Attention: Charles S. Scarlatos, CFO Telephone: (212) 599-0520 E-mail: CScarlatos@gothamorg.com
With a copy to:	Kramer, Levin, Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Attention: Elise Wagner Telephone: (212) 715-9189 E-mail: ewagner@kramerlevin.com
With additional copies to:	CPC Funding SPE 1 LLC c/o The Community Preservation Corporation 220 East 42nd Street, 16th Floor New York, New York 10017 Attention: Director, Portfolio Services Department Loan No.: 12382

Facsimile: (212) 683-0737

CPC Funding SPE 1 LLC
c/o The Community Preservation Corporation
220 East 42nd Street, 16th Floor
New York, New York 10017
Attention: General Counsel
Loan No.: 12382
Facsimile: (212) 683-2909

If to CPC-ONE:	CPC One LLC c/o The Chinese-American Planning Council, Inc. 150 Elizabeth Street New York, New York 10012 Attention: Wayne Ho
With a copy to:	Hirschen Singer & Epstein LLPc 902 Broadway, 13th Floor New York, NY 10010 Attention: Stuart Beckerman, Esq.
If to CPC:	New York City Planning Commission 120 Broadway, 31st Floor New York, New York 10271
With a copy to:	The general counsel of the CPC at the same address

Declarant, CPC-ONE, the Commission, any Party in Interest, and any Mortgagee may, by notice provided in accordance with this Section 6.04, change any name or address(es) for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (A) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall he deemed delivered for all purposes hereunder five days after being actually mailed; (B) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (C) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from the

Commission to Declarant shall also be sent to CPC-ONE (while the Ground Lease is in effect) and every Mortgagee of whom the Commission has notice ("**Named Mortgagee**"), and no Notice shall be deemed properly given to Declarant without such notice to such Named Mortgagee(s) (and CPC-ONE while the Ground Lease is in effect). In the event that there is more than one Declarant at any time, any Notice from the City or the Commission shall be provided to all Declarants of whom the Commission has notice.

6.05 **Certificates**. The City will, at any time and from time to time upon not less than ten days (10) days' prior notice by Declarant, or a Named Mortgagee, execute, acknowledge, and deliver to Declarant, or such Named Mortgagee, as the case may be, a statement in writing certifying (a) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same is in full force and effect, as modified or supplemented, and stating the modifications and supplements), (b) whether or not to the best knowledge of the signer of such certificate the Declarant is in default in the performance of any Obligation contained in this Declaration, and, if so, specifying each such default of which the signer may have knowledge, and (c) as to such further matters as Declarant, or such Named Mortgagee may reasonably request. If the City fails to respond within such ten (10) day period, Declarant, or such Named Mortgagee may send a second written notice to the City requesting such statement (which notice shall state in bold upper case type both at the top of the first page thereof and on the front of the envelope thereof the following: "SECOND NOTICE PURSUANT TO SECTION 8.04 OF THE DECLARATION OF PROPOSED DEVELOPMENT"). If the City fails to respond within ten (10) days after receipt of such second notice, it shall be deemed to have certified (i) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same is in full force and effect, as modified or supplemented), (ii) that to the

best knowledge of the signer of such certificate Declarant is not in default in the performance of any Obligation contained in this Declaration, and (iii) as to such further matters as Declarant, or such Named Mortgagee had requested, and such deemed certification may be relied on by Declarant, or such Named Mortgagee and their respective successors and assigns.

6.06 **Successors of Declarant**.

(a) References in this Declaration to "Declarant(s)" shall be deemed to include Successor Declarant(s), if any, which are holders of a Possessory Interest in the Subject Property. Notwithstanding anything to the contrary contained in this Declaration, no holder of a mortgage or other lien in the Subject Property shall be deemed to be a successor of Declarant for any purpose, unless and until such holder obtains a Possessory Interest and provided further that, following succession to such Possessory Interest, the holder of any such mortgage or lien shall not be liable for any obligations of Declarant as the "Declarant" hereunder unless such holder commences to develop the Subject Property in accordance with the terms of Section 2.01 hereof or has acquired its interest from a Party who has done so.

(b) For so long as the Ground Lease shall remain in effect: (A) Go-Broome shall exclusively exercise and enjoy all rights, interests, benefits, powers, privileges and remedies bestowed to Declarant under this Declaration with respect to the Lot 75 Property, and shall perform all of the obligations placed upon Declarant under this Declaration with respect to the ownership, development, use and operation of the Lot 75 Property (provided that, notwithstanding anything in this Declaration to the contrary, CPC-ONE may enforce any rights and remedies set forth in Article V of this Declaration on behalf of Go-Broome in the event of a default by Go-Broome of its obligations with respect to the Lot 75 Property under this Declaration while the Ground Lease is in effect); (B) the City shall look solely to Go-Broome, and not CPC-ONE, for performance of

any and all obligations under this Declaration with respect to the Lot 75 Property during the term of the Ground Lease; and (C) without limiting the generality of the foregoing, upon the end of the term of the Ground Lease (whether upon its stated expiration date or any sooner termination thereof, the City hereby agreeing to accept any written notice of such event from CPC-ONE as sufficient evidence thereof), any and all rights, interests, benefits, powers, privileges, responsibilities, obligations, and remedies of Go-Broome under this Declaration with respect to the Lot 75 Property shall automatically revert to and vest in CPC-ONE or, at CPC-ONE's election, shall be deemed vested in the lessee under a new ground lease for the Lot 75 Premises (which new ground lessee shall take over the rights and obligations of Go-Broome hereunder as a Successor Declarant in accordance with this provisions of this Declaration); provided, however, that unless and until CPC-ONE shall notify the City that the Ground Lease has terminated, the City shall have the right to rely on the continued existence of the Ground Lease and any action taken or approved by the City in reliance thereon shall be at no risk or liability to the City.

6.07 **Parties-in-Interest**. Declarant shall provide the City with an updated Certification of Parties-in-Interest as of the recording date of this Declaration and will cause any individual, business organization or other entity which, between the date hereof and the effective and recording date and time of this Declaration, becomes a Party-in-Interest in the Subject Property or portion thereof to subordinate its interest in the Subject Property to this Declaration. Any and all mortgages or other liens encumbering the Subject Property after the recording date of this Declaration shall be subject and subordinate hereto as provided herein. Notwithstanding anything to the contrary contained in this Declaration, if a portion of the Subject Property is held in condominium ownership, the board of managers of the condominium association shall be deemed to be the sole Party-in-Interest with respect to the premises held in condominium ownership, and

the owner of any unit in such condominium, the holder of a lien encumbering any such condominium unit, and the holder of any other occupancy or other interest in such condominium unit shall not be deemed to be a Party-in-Interest.

6.08 **Governing Law**. This Declaration shall be governed and construed by the laws of the State of New York, without regard to principles of conflicts of law.

6.09 **Severability**. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severed and the remainder of this Declaration shall continue to be of full force and effect.

6.10 **Applications**. Declarant shall include a copy of this Declaration as part of any application pertaining to the Subject Property (as to which the provisions of this Declaration are applicable) submitted to the DOB.

6.11 **Incorporation by Reference**. Any and all exhibits, appendices and attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

6.12 **Counterparts**. This Declaration may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall be construed as and shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration as of the day and year first above written.

DECLARANT:

GO NORFOLK LLC,
a New York limited liability company

By: Norfolk MM LLC, its Managing Member

By: GO Norfolk MM LLC, its Manager

By: DLP 2019 LLC, its Manager

By: _____
Name: David L. Picket
Title: Manager

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

On the 7 day of December in the year 2020 before me, the undersigned, personally appeared DAVID L. PICKET, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

NEAL RICK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RI6323634
Qualified in Nassau County
My Commission Expires 04-20-2023

IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration as of the day and year first above written.

DECLARANT:

GO BROOME LLC,
a New York limited liability company

By: GO Broome Venture, LLC,
its sole member

By: _____
Name: David L. Picket
Title: Authorized Signatory

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

On the 7 day of December in the year 2020 before me, the undersigned, personally appeared DAVID L. PICKET, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

NEAL RICK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RI6323634
Qualified in Nassau County
My Commission Expires 04-20-2023

IN WITNESS WHEREOF, CPC-ONE has executed and delivered this Declaration as of the day and year first above written.

CPC-ONE:

CPC ONE LLC

BY: _____

Name: Wayne Ho
Title: President

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

On the 15th day of December in the year 2020 before me, the undersigned, personally appeared WAYNE HO, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

remotely by NY State Executive Order

_____
Notary Public

FERNANDO O. KOATZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KO4956693
Qualified in Queens County
My Commission Expires 10-2-21

IN WITNESS WHEREOF, CPC-ONE has executed and delivered this Declaration as of the day and year first above written.

CPC-ONE:

CPC ONE LLC

BY: _____
Name: Wayne Ho
Title: President

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

Remotely by NY State Exec Order

On the 15th day of December in the year 2020 before me, the undersigned, personally appeared WAYNE HO, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

FERNANDO O. KOATZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KO4956693
Qualified in Queens County
My Commission Expires 10-2-21

_____
Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT A Metes and Bounds of the Lot 75 Property

EXHIBIT A-1 Metes and Bounds of the Lot 37 Property

EXHIBIT B Parties in Interest Certification

EXHIBIT C Waivers and Subordinations

EXHIBIT D Transportation Mitigation Measures

EXHIBIT E Construction Traffic Mitigation Measures

Exhibit "A"

Metes and Bounds of the Lot 75 Property

Parcel 1 (Block 346, Lot 73)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

BEGINNING at the intersection of the northerly side of Grand Street (100' wide) with the easterly side of Norfolk Street (64' wide), thence running the following two courses to the POINT or PLACE of BEGINNING;

a. Northerly along said easterly side of Norfolk Street, a distance 175.25 feet; thence

b. Easterly along a line forming an angle of 90 degrees 16 minutes 30 seconds on its northerly side with the previous course, a distance of 75.41 feet to a point; said point being the POINT or PLACE of BEGINNING; thence

Northerly along a line forming an angle of 90 degrees 14 minutes 00 seconds on its easterly side with the previous course, a distance of 65.32 feet to a point; thence

Westerly along a line forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 15.00 feet to a point; thence

Northerly along a line forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 8.64 feet to a point; thence

Easterly along a line forming an interior angle of 89 degrees 48 minutes 50 seconds with the previous course, a distance of 40.29 feet to a point; thence

Southerly along a line forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 73.94 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 46 minutes 00 seconds with the previous course, a distance of 25.29 feet to the POINT or PLACE of BEGINNING.

Parcel 2 (Block 346, Lot 75)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City, County and State of New York, Bounded and Described as follows:

BEGINNING at a point being the intersection of the southerly side of Broome Street (49.77' wide) and the easterly side of Norfolk Street (64' wide) and running thence;

Easterly along said southerly side of Broome Street, a distance of 201.00 feet to the westerly side of Suffolk Street (49.73' wide); thence

Southerly along said westerly side of Suffolk Street, forming and interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 196.35 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 02 minutes 30 seconds with the previous course, a distance of 25.00 feet to a point; thence

Southerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 14.83 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 25.00 feet to a point; thence

Southerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 5.13 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 36.81 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 66.60 feet to a point; thence

Easterly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 5.73 feet to a point; thence

Northerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 24.08 feet to a point; thence

Westerly along a line, forming an interior angle of 269 degrees 43 minutes 30 seconds with the previous course, a distance of 19.07 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 14 minutes 00 seconds with the previous course, a distance of 73.94 feet to a point; thence

Westerly along a line, forming an interior angle of 269 degrees 48 minutes 50 seconds with the previous course, a distance of 40.29 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 19.36 feet to a point; thence

Westerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 60.48 feet to the aforementioned easterly side of Norfolk Street, thence

Northerly along said easterly side of Norfolk Street, forming an interior angle of 90 degrees 02 minutes 30 seconds with the previous course, a distance of 32.83 feet to the POINT or PLACE of BEGINNING.

Exhibit "A-1"

Metes and Bounds of the Lot 37 Property

Parcel 1 (Block 346, Lot 37)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City, County and State of New York, Bounded and Described as follows:

BEGINNING at a point on the easterly side of Norfolk Street (64' wide) distant 175.25 feet from intersection formed by the northerly side of Grand Street (100' wide) and the easterly side of Norfolk Street and running thence;

Northerly along said easterly side of Norfolk Street, a distance of 73.85 feet to a point; thence

Easterly along a line, forming an interior angle of 89 degrees 46 minutes 20 seconds with the previous course, a distance of 60.46 feet to a point; thence

Southerly along a line, forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 8.64 feet to a point; thence

Easterly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 15.00 feet to a point; thence

Southerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 65.32 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 46 minutes 00 seconds with the previous course, a distance of 75.41 feet to the POINT or PLACE of BEGINNING.

Parcel 2 (Block 346, Lot 47)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

BEGINNING at a point on the easterly side of Norfolk Street (64' wide) distant 32.83 feet southerly from the intersection formed by said easterly side of Norfolk Street with the southerly side of Broome Street (49.77' wide) and running thence;

Easterly along a line forming an angle of 89 degrees 57 minutes 30 seconds on its southerly side with the previous course, a distance of 60.48 feet to a point; thence

Southerly along a line forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 19.36 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 48 minutes 50 seconds with the previous course, a distance of 60.46 feet to a point on the aforementioned easterly side of Norfolk Street; thence

Northerly along said easterly side of Norfolk Street forming an interior angle of 90 degrees 13 minutes 40 seconds with the previous course, a distance of 19.17 feet to the POINT or PLACE of BEGINNING.

Exhibit "B"

Parties-in-Interest Certification

[See Attached.]

First American Title Insurance Company National Commercial Services

Title No.: **883450ZLC3**

EXHIBIT II

CERTIFICATION PURSUANT TO ZONING LOT SUBDIVISION D OF SECTION 12-10 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961 OF THE CITY OF NEW YORK - AS AMENDED EFFECTIVE AUGUST 18, 1977

First American Title Insurance Company, a title insurance company licensed to do business in the State of New York and having its principal office at 666 THIRD AVENUE, NEW YORK, NEW YORK 10017 hereby certifies that as to the land hereinafter described being a tract of land, either un-subdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Section 12-10, Subdivision (D) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

	NAME	ADDRESS	NATURE OF INTEREST
1.	The Chinatown Planning Council Housing Development Fund Company, Inc.	c/o Chinese American Planning Council, Inc. 150 Elizabeth Street, New York, NY 10012	Fee Owner of Lot 1, executing Declaration of Zoning Lot Restrictions dated as of the date hereof and being duly recorded.
2.	GO Norfolk LLC	c/o The Gotham Organization, 432 Park Avenue South, 2nd Fl, New York, NY 10016	Fee owner of Lots 37 and 47, executing Declaration of Zoning Lot Restrictions dated as of the date hereof and being duly recorded.
3.	CPC One LLC	c/o Chinese American Planning Council, Inc. 150 Elizabeth Street, New York, NY 10012	Fee owner of Lots 73 and 75, executing Declaration of Zoning Lot Restrictions dated as of the date hereof and being duly recorded.
4.	GO Broome LLC	c/o The Gotham Organization, 432 Park Avenue South, 2nd Fl, New York, NY 10016	Ground Lessee, Sublessor and Sublessee of Lots 73 and 75, executing Declaration of Zoning Lot Restrictions dated as of the date hereof and being duly recorded.

First American Title Insurance Company National Commercial Services

Title No.: **883450ZLC3**

EXHIBIT II

CERTIFICATION PURSUANT TO ZONING LOT SUBDIVISION D OF SECTION 12-10 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961 OF THE CITY OF NEW YORK - AS AMENDED EFFECTIVE AUGUST 18, 1977

	NAME	ADDRESS	NATURE OF INTEREST
5.	CPC Suffolk Housing Development Fund Corporation	c/o Chinese American Planning Council, Inc. 150 Elizabeth Street, New York, NY 10012	Master Sublessee of Lots 73 and 75,executing Waiver and Subordination dated as of the date hereof and being duly recorded.
6.	CPC Funding SPE 1 LLC	c/o The Community Preservation Corporation 220 East 42nd Street, 16th Fl New York, NY 10017	Mortgagee for Lots 37 and 47, executing Waiver and Subordination dated as of the date hereof and being duly recorded.
7.	Wells Fargo Bank, National Association, as administrative agent	Commercial Real Estate 30 Hudson Yards, 61st Fl New York, NY 10001	Mortgagee for Lots 73 and 75, executing Waiver and Subordination dated as of the date hereof and being duly recorded.

First American Title Insurance Company National Commercial Services

Title No.: **883450ZLC3**

SCHEDULE A

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Number(s) **1, 37, 47, 73 and 75** in Block(s) **346** as shown on the Tax Map of the City of New York, New York County and more particularly described as follows:

LOT 1

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE NORTHERLY SIDE OF GRAND STREET AND THE EASTERLY SIDE OF NORFOLK STREET AND RUNNING THENCE;

1. ALONG SAID EASTERLY SIDE OF NORFOLK STREET, NORTH 21 DEGREES 24 MINUTES 33 SECONDS EAST 175.25 FEET TO A POINT THENCE;

2. EASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 89 DEGREES 43 MINUTES 30 SECONDS WITH THE PREVIOUS COURSE, SOUTH 68 DEGREES 18 MINUTE 57 SECONDS EAST 119.77 FEET TO A POINT, THENCE;

3. SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE WITH THE PREVIOUS COURSE OF 90 DEGREES 16 MINUTES 30 SECONDS, SOUTH 21 DEGREES 24 MINUTES 33 SECONDS WEST 24.08 FEET TO A POINT, THENCE;

4. WESTERLY AT RIGHT ANGLES TO THE PREVIOUS COURSE, NORTH 68 DEGREES 35 MINUTES 27 SECONDS WEST 5.73 FEET TO A POINT, THENCE;

5. SOUTHERLY AT RIGHT ANGLES TO THE PREVIOUS COURSE, SOUTH 21 DEGREES 24 MINUTES 33 SECONDS WEST 66.60 FEET TO A POINT, THENCE;

6. WESTERLY AT RIGHT ANGLES TO THE PREVIOUS COURSE, SOUTH 68 DEGREES 35 MINUTES 27 SECONDS EAST 7.625 FEET TO A POINT, THENCE;

7. SOUTHERLY AT RIGHT ANGLES TO THE PREVIOUS COURSE, SOUTH 21 DEGREES 24 MINUTES 32 SECONDS WEST 84.59 FEET TO THE NORTHERLY SIDE OF GRAND STREET, THENCE;

8. WESTERLY ALONG SAID NORTHERLY SIDE OF GRAND STREET, NORTH 68 DEGREES 16 MINUTES 08 SECONDS WEST 106.42 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT 37

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF NORFOLK STREET (64' WIDE) DISTANT 175.25 FEET FROM INTERSECTION FORMED BY THE NORTHERLY SIDE OF GRAND STREET (100' WIDE) AND THE EASTERLY SIDE OF NORFOLK STREET AND RUNNING THENCE;

1. NORTHERLY ALONG SAID EASTERLY SIDE OF NORFOLK STREET, A DISTANCE OF 73.85 FEET TO A POINT; THENCE

2. EASTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 89° 46' 20" WITH THE PREVIOUS COURSE, A DISTANCE OF 60.46 FEET TO A POINT; THENCE

3. SOUTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 11' 10" WITH THE PREVIOUS COURSE, A DISTANCE OF 8.64 FEET TO A POINT; THENCE

4. EASTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 270° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 15.00 FEET TO A POINT; THENCE

5. SOUTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 65.32 FEET TO A POINT; THENCE

6. WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 89° 46' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 75.41 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT 47

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF NORFOLK STREET (64' WIDE) DISTANT 32.83 FEET SOUTHERLY FROM THE INTERSECTION FORMED BY SAID EASTERLY SIDE OF NORFOLK STREET WITH THE SOUTHERLY SIDE OF BROOME STREET (49.77' WIDE) AND RUNNING THENCE;

1. EASTERLY ALONG A LINE FORMING AN ANGLE OF 89° 57' 30" ON ITS SOUTHERLY SIDE WITH THE PREVIOUS COURSE, A DISTANCE OF 60.48 FEET TO A POINT; THENCE

2. SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 19.36 FEET TO A POINT; THENCE

3. WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 89° 48' 50" WITH THE PREVIOUS COURSE, A DISTANCE OF 60.46 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY SIDE OF NORFOLK STREET; THENCE

4. NORTHERLY ALONG SAID EASTERLY SIDE OF NORFOLK STREET FORMING AN INTERIOR ANGLE OF 90° 13' 40" WITH THE PREVIOUS COURSE, A DISTANCE OF 19.17 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT 73

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY SIDE OF GRAND STREET (100' WIDE) WITH THE EASTERLY SIDE OF NORFOLK STREET (64' WIDE), THENCE RUNNING THE FOLLOWING TWO COURSES TO THE POINT OR PLACE OF BEGINNING;

a. NORTHERLY ALONG SAID EASTERLY SIDE OF NORFOLK STREET, A DISTANCE 175.25 FEET; THENCE
b. EASTERLY ALONG A LINE FORMING AN ANGLE OF 90° 16' 30" ON ITS NORTHERLY SIDE WITH THE PREVIOUS COURSE, A DISTANCE OF 75.41 FEET TO A POINT; SAID POINT BEING THE POINT OR PLACE OF BEGINNING; THENCE

1. NORTHERLY ALONG A LINE FORMING AN ANGLE OF 90° 14' 00" ON ITS EASTERLY SIDE WITH THE PREVIOUS COURSE, A DISTANCE OF 65.32 FEET TO A POINT; THENCE

2. WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 270° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 15.00 FEET TO A POINT; THENCE

3. NORTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 8.64 FEET TO A POINT; THENCE

4. EASTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 89° 48' 50" WITH THE PREVIOUS COURSE, A DISTANCE OF 40.29 FEET TO A POINT; THENCE

5. SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90° 11' 10" WITH THE PREVIOUS COURSE, A DISTANCE OF 73.94 FEET TO A POINT; THENCE

6. WESTERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 89° 46' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 25.29 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT 75

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE INTERSECTION OF THE SOUTHERLY SIDE OF BROOME STREET (49.77' WIDE) AND THE EASTERLY SIDE OF NORFOLK STREET (64' WIDE) AND RUNNING THENCE;

1. EASTERLY ALONG SAID SOUTHERLY SIDE OF BROOME STREET, A DISTANCE OF 201.00 FEET TO THE WESTERLY SIDE OF SUFFOLK STREET (49.73' WIDE); THENCE

2. SOUTHERLY ALONG SAID WESTERLY SIDE OF SUFFOLK STREET, FORMING AND INTERIOR ANGLE OF 90° 11' 10" WITH THE PREVIOUS COURSE, A DISTANCE OF 196.35 FEET TO A POINT; THENCE

3. WESTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 02' 30" WITH THE PREVIOUS COURSE, A DISTANCE OF 25.00 FEET TO A POINT; THENCE

4. SOUTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 270° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 14.83 FEET TO A POINT; THENCE

5. WESTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A

DISTANCE OF 25.00 FEET TO A POINT; THENCE

6. SOUTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 270° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 5.13 FEET TO A POINT; THENCE

7. WESTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 36.81 FEET TO A POINT; THENCE

8. NORTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 66.60 FEET TO A POINT; THENCE

9. EASTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 5.73 FEET TO A POINT; THENCE

10. NORTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 270° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 24.08 FEET TO A POINT; THENCE

11. WESTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 269° 43' 30" WITH THE PREVIOUS COURSE, A DISTANCE OF 19.07 FEET TO A POINT; THENCE

12. NORTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 14' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 73.94 FEET TO A POINT; THENCE

13. WESTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 269° 48' 50" WITH THE PREVIOUS COURSE, A DISTANCE OF 40.29 FEET TO A POINT; THENCE

14. NORTHERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 90° 11' 10" WITH THE PREVIOUS COURSE, A DISTANCE OF 19.36 FEET TO A POINT; THENCE

15. WESTERLY ALONG A LINE, FORMING AN INTERIOR ANGLE OF 270° 00' 00" WITH THE PREVIOUS COURSE, A DISTANCE OF 60.48 FEET TO THE AFOREMENTIONED EASTERLY SIDE OF NORFOLK STREET, THENCE

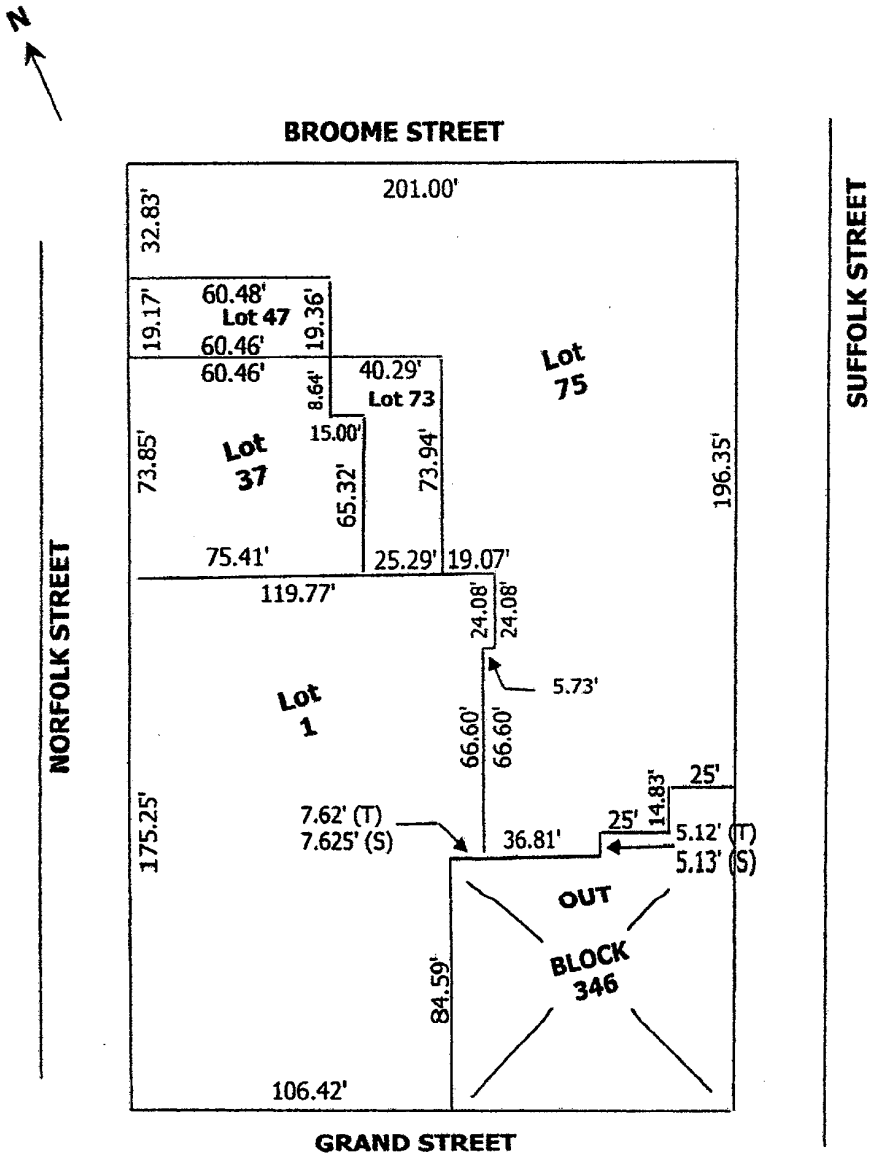
16. NORTHERLY ALONG SAID EASTERLY SIDE OF NORFOLK STREET, FORMING AN INTERIOR ANGLE OF 90° 02' 30" WITH THE PREVIOUS COURSE, A DISTANCE OF 32.83 FEET TO THE POINT OR PLACE OF BEGINNING.

First American Title Insurance Company
National Commercial Services

Title No.: 3020-883450ZLC3

That the said premises are known as and by street address(s): 50 Norfolk Street, 60-66 Norfolk Street, 68A Norfolk Street, 68B Norfolk Street, 70-76 Norfolk Street a/k/a 199-209 Broome Street a/k/a 43-65 Suffolk Street, as shown on the following DIAGRAM.

BLOCK(S): 346
LOT(S): 1, 37, 47, 73 and 75



First American Title Insurance Company National Commercial Services

Title No.: **883450ZLC3**

NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may by subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS. RECIPIENT ACCEPTS THIS CERTIFICATE WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS CERTIFICATE BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. THIS CERTIFICATE IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFORE, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON.

Dated: 12/23/20 FIRST AMERICAN TITLE INSURANCE COMPANY

BY: _____

MICHELLE POMBO
SENIOR UNDERWRITING COUNSEL

State of New York, County of New York ss.:

On the 23 day of December in the year 2020 before me, the undersigned, personally appeared Michele Pombo, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Signature and Office of individual taking acknowledgment

GARY POLLARD
Notary Public, State of New York
No. 01PO4827351
Qualified in New York County
Commission Expires April 30, 2022

Exhibit "C"

Waiver and Subordinations

[See Attached.]

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE

BY

WELLS FARGO BANK, NATIONAL ASSOCIATION

NEW YORK COUNTY
BLOCK: 346
LOTS: 1, 37, 47, 73 AND 75

RECORD AND RETURN TO:
KRAMER LEVIN NAFTALIS AND FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
ATTENTION: ELISE WAGNER, ESQ.

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE ("Waiver and Subordination") is made as of the 23 day of December, 2020, by WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent ("Mortgagee"), having an address at Commercial Real Estate, 30 Hudson Yards, 61st Floor, New York, NY 10001.

Mortgagee is the holder of one or more certain mortgages and the liens thereof, each as set forth in Exhibit A annexed hereto and made a part hereof (as the same may be amended, assigned, consolidated, extended, renewed, replaced, restated, spread, substituted, supplemented or otherwise modified from time to time, the "Mortgage"), encumbering all or a portion of that certain property in the County of New York, City and State of New York, generally known by the street address 55 Suffolk Street, New York, New York, designated as Lots 73 and 75 in Block 346 on the Tax Map of the City of New York, County of New York (the "Tax Map") and more particularly described on Exhibit B annexed hereto and made a part hereof (the "Property"); and

Mortgagee is a "party in interest", as defined in subdivision [f](4) of the definition of "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended from time to time (the "Zoning Resolution"), with respect to the combined zoning lot consisting of the Property and the land generally known by the street addresses 50 Norfolk Street and 64 Norfolk Street, New York, New York, designated as Lots 1, 37, 47, 73 and 75 in Block 346 on the Tax Map, such combined zoning lot being more particularly described on Exhibit C annexed hereto and made a part hereof (the "Combined Zoning Lot").

Mortgagee hereby waives its rights to execute a Declaration of Zoning Lot Restrictions (a "Declaration") with respect to the Combined Zoning Lot in accordance with subdivision [d] of the definition of "zoning lot" in the Zoning Resolution.

Mortgagee hereby waives its rights to execute any documents or instruments which The Chinatown Planning Council Housing Development Fund Company, Inc. ("CPC-HDFC"), CPC One LLC ("CPC-ONE"), Go Broome LLC ("Go-Broome") and/or Go Norfolk LLC ("Go-Norfolk") (collectively, the "Parties") and their heirs, distributes, legal representatives, successors and/or assigns may now or hereafter execute in connection with the treatment of the Combined Zoning Lot as a single zoning lot.

Mortgagee hereby waives any rights it has to execute, and consents to the execution by Go-Broome and CPC-ONE of, the ZLDA, the LSRPDA, Easement 1, Easement 2, the CPC Declaration and the LPC Declaration (each as defined below).

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Zoning Lot Development and Easement Agreement dated as of the recording of this Waiver and

Subordination (the "ZLDA") between the Parties, which is intended to be recorded prior hereto or simultaneously herewith.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Large Scale Residential Plan Development Agreement dated as of the recording of this Waiver and Subordination (the "LSRPDA") between the Parties and 384 Grand Street Housing Development Fund Company, Inc. ("Lot 95 Owner"), which is intended to be recorded prior hereto or simultaneously herewith.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Light and Air Easement Agreement dated as of the recording of this Waiver and Subordination ("Easement 1") between CPC-HDFC, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Light and Air Easement Agreement dated as of the recording of this Waiver and Subordination ("Easement 2") between Go-Norfolk, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the GO Broome Street Development Restrictive Declaration dated as of the recording of this Waiver and Subordination ("CPC Declaration") by Go-Norfolk, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith. The CPC Declaration shall subject the Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the CPC Declaration.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Declaration dated as of the recording of this Waiver and Subordination ("LPC Declaration") by Go-Norfolk, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith. The LPC Declaration shall subject the Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the LPC Declaration.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to any and all documents and instruments that may be required or requested to execute by any of the Parties or Lot 95 Owner, their heirs, distributees, legal representatives, successors and/or assigns, or by any Agency (as defined in the ZLDA) as a condition to its approval of, or otherwise in respect of, any application made by such other Parties or Lot 95 Owner or their heirs, distributees, legal representatives, successors and/or assigns in connection with the utilization and/or transfer of the CPC-HDFC Floor Area Development Rights, the CPC-ONE Floor Area Development Rights

and/or the Go-Norfolk Floor Area Development Rights (each as defined in the ZLDA) or the Lot 95 Owner Floor Area Development Rights (as defined in the LSRPDA).

Mortgagee represents that the Mortgage represents its sole interest in the Property.

Mortgagee hereby consents to and agrees that if the Parties seek, on one or more occasions, to (a) make one or more Applications (as defined in the ZLDA), and/or (b) amend the ZLDA, the LSRPDA, Easement 1, Easement 2, the CPC Declaration or the LPC Declaration, Mortgagee shall, by executing this Waiver and Subordination, be deemed automatically and without any further action on its part to have: (i) subordinated the Mortgage and Mortgagee's right, title and interest in the Combined Zoning Lot to any amended or replacement ZLDA, LSRPDA, Easement 1, Easement 2, the CPC Declaration or the LPC Declaration regardless of whether Mortgagee executes such amended or replacement documents or a subordination of the Mortgage or Mortgagee's right, title and interest in the Combined Zoning Lot thereto, and (ii) consented to and waived its rights, if any, to execute, and subordinated the Mortgage and Mortgagee's right, title and interest in the Combined Zoning Lot to, any documents or instruments as may be required by an Agency for the review and approval of any Application. Notwithstanding and without in any way limiting the validity and effectiveness of the immediately foregoing sentence, Mortgagee shall execute, acknowledge (as appropriate) and deliver, within ten (10) business days after receiving a written request therefor from the Parties, (x) any documents and instruments requested in connection with the addition of such Additional Parcels into the Combined Zoning Lot, the subdivision of the Combined Zoning Lot and/or the transfer of Floor Area Development Rights (as defined in the ZLDA) to or from a parcel of land or a parcel of air whether or not it is included in the Combined Zoning Lot, and (y) such further documents and instruments, and to take such other or further actions, as may be required to carry out and effectuate the intent and purposes of this Waiver and Subordination, or to confirm or perfect any right to be created hereunder.

This Waiver and Subordination shall be recorded in the Office of the City Register of the City of New York in accordance with the provisions of Section 12-10 of the Zoning Resolution.

This Waiver and Subordination and all of the covenants and agreements contained herein shall run with the lands and buildings affected thereby and the undersigned's interest therein, and shall be binding upon the undersigned and its heirs, distributees, legal representatives, successors and/or assigns so long as they respectively have any interest in any of the Combined Zoning Lot.

This Waiver and Subordination shall be governed, construed and interpreted in all respects in accordance with the internal laws of the State of New York without giving effect to the State of New York's principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Waiver and Subordination as of the day of and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Morgan McGorran
Title: VP

STATE OF New York)
) ss.:
COUNTY OF Westchester

On the 18 day of December, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Morgan McGorran, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SHAREEDA KAYUM
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KA6154557
Qualified in Westchester County
My Commission Expires October 23, 2022

SCHEDULE OF EXHIBITS

TO WAIVER OF DECLARATION OF ZONING LOT RESTRICTIONS AND SUBORDINATION OF MORTGAGE

Exhibit A Mortgage Schedule

Exhibit B Metes and Bounds Description of the Property

Exhibit C Metes and Bounds Description of the Combined Zoning Lot

EXHIBIT A

Mortgage Schedule

BUILDING LOAN LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by GO BROOME LLC to WELLS FARGO BANK, NATIONAL ASSOCIATION dated as of the date hereof and being duly recorded in the Office of the City Register, New York County.

BUILDING LOAN LEASEHOLD AND SUBLEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (MIH) made by GO BROOME LLC and CPC Suffolk Housing Development Fund Corporation to WELLS FARGO BANK, NATIONAL ASSOCIATION dated as of the date hereof and being duly recorded in the Office of the City Register, New York County.

PROJECT LOAN LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEEMENT made by GO BROOME LLC to WELLS FARGO BANK, NATIONAL ASSOCIATION dated as of the date hereof and being duly recorded in the Office of the City Register, New York County.

PROJECT LOAN LEASEHOLD AND SUBLEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEEMENT (MIH) made by GO BROOME LLC and CPC Suffolk Housing Development Fund Corporation to WELLS FARGO BANK, NATIONAL ASSOCIATION dated as of the date hereof and being duly recorded in the Office of the City Register, New York County.

EXHIBIT B

Metes and Bounds Description of the Property

Parcel 1 (Block 346, Lot 73)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

BEGINNING at the intersection of the northerly side of Grand Street (100' wide) with the easterly side of Norfolk Street (64' wide), thence running the following two courses to the POINT or PLACE of BEGINNING;

a. Northerly along said easterly side of Norfolk Street, a distance 175.25 feet; thence

b. Easterly along a line forming an angle of 90 degrees 16 minutes 30 seconds on its northerly side with the previous course, a distance of 75.41 feet to a point; said point being the POINT or PLACE of BEGINNING; thence

Northerly along a line forming an angle of 90 degrees 14 minutes 00 seconds on its easterly side with the previous course, a distance of 65.32 feet to a point; thence

Westerly along a line forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 15.00 feet to a point; thence

Northerly along a line forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 8.64 feet to a point; thence

Easterly along a line forming an interior angle of 89 degrees 48 minutes 50 seconds with the previous course, a distance of 40.29 feet to a point; thence

Southerly along a line forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 73.94 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 46 minutes 00 seconds with the previous course, a distance of 25.29 feet to the POINT or PLACE of BEGINNING.

Parcel 2 (Block 346, Lot 75)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City, County and State of New York, Bounded and Described as follows:

BEGINNING at a point being the intersection of the southerly side of Broome Street (49.77' wide) and the easterly side of Norfolk Street (64' wide) and running thence;

Easterly along said southerly side of Broome Street, a distance of 201.00 feet to the westerly side of Suffolk Street (49.73' wide); thence

Southerly along said westerly side of Suffolk Street, forming and interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 196.35 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 02 minutes 30 seconds with the previous course, a distance of 25.00 feet to a point; thence

Southerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 14.83 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 25.00 feet to a point; thence

Southerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 5.13 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 36.81 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 66.60 feet to a point; thence

Easterly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 5.73 feet to a point; thence

Northerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 24.08 feet to a point; thence

Westerly along a line, forming an interior angle of 269 degrees 43 minutes 30 seconds with the previous course, a distance of 19.07 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 14 minutes 00 seconds with the previous course, a distance of 73.94 feet to a point; thence

Westerly along a line, forming an interior angle of 269 degrees 48 minutes 50 seconds with the previous course, a distance of 40.29 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 19.36 feet to a point; thence

Westerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 60.48 feet to the aforementioned easterly side of Norfolk Street, thence

Northerly along said easterly side of Norfolk Street, forming an interior angle of 90 degrees 02 minutes 30 seconds with the previous course, a distance of 32.83 feet to the POINT or PLACE of BEGINNING.

EXHIBIT C

Metes and Bounds Description of the Combined Zoning Lot

Block 346, Lots 1, 37, 47, 73 and 75

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

Beginning at a point being the intersection of the southerly side of Broome Street and the easterly side of Norfolk Street and running thence;

Easterly along said southerly side of Broome Street, South 68 degrees 21 minutes 47 seconds East 201.00 feet to the westerly side of Suffolk Street thence;

Southerly along said westerly side of Suffolk Street, South 21 degrees 27 minute 03 seconds West 196.35 feet to a point, thence;

Westerly along a line forming an interior angle of 90 degrees 02 minutes 30 seconds, North 68 degrees 35 minutes 27 seconds West 25.00 feet to a point, thence;

Southerly on a line parallel to Norfolk Street, South 21 degrees 24 minutes 33 seconds West 14.83 feet to a point, thence;

Westerly at right angles to the previous course, North 68 degrees 35 minutes 27 seconds West 25.00 feet to a point, thence;

Southerly at right angles to the previous course, South 21 degrees 24 minutes 33 seconds West 5.125 feet to a point, thence;

Westerly at right angles to the previous course, North 68 degrees 35 minutes 27 seconds West 44.44 feet to a point, thence;

Southerly at right angles to the previous course, South 21 degrees 24 minutes 32 seconds West 84.59 feet to the northerly side of Grand Street, thence;

Westerly along said northerly side of Grand Street, North 68 degrees 16 minutes 08 seconds West 106.42 feet to a point at the intersection of said northerly side of Grand street and the aforementioned easterly side of Norfolk Street, thence;

Northerly along said easterly side of Norfolk Street, North 21 degrees 24 minutes 33 seconds East 301.10 feet to the Point or Place of Beginning.

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE

BY

CPC FUNDING SPE 1 LLC

NEW YORK COUNTY
BLOCK: 346
LOTS: 1, 37, 47, 73 AND 75

RECORD AND RETURN TO:
KRAMER LEVIN NAFTALIS AND FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
ATTENTION: ELISE WAGNER, ESQ.

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE ("Waiver and Subordination") is made as of the 23 day of December, 2020, by CPC FUNDING SPE 1 LLC ("Mortgagee"), having an address at 220 East 42nd Street, 16th Floor, New York, NY 10017.

Mortgagee is the holder of one or more certain mortgages and the liens thereof, each as set forth in Exhibit A annexed hereto and made a part hereof (as the same may be amended, assigned, consolidated, extended, renewed, replaced, restated, spread, substituted, supplemented or otherwise modified from time to time, the "Mortgage"), encumbering all or a portion of that certain property in the County of New York, City and State of New York, generally known by the street address 64 Norfolk Street, New York, New York, designated as Lots 37 and 47 in Block 346 on the Tax Map of the City of New York, County of New York (the "Tax Map") and more particularly described on Exhibit B annexed hereto and made a part hereof (the "Property"); and

Mortgagee is a "party in interest", as defined in subdivision [f](4) of the definition of "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended from time to time (the "Zoning Resolution"), with respect to the combined zoning lot consisting of the Property and the land generally known by the street addresses 50 Norfolk Street and 55 Suffolk Street, New York, New York, designated as Lots 1, 37, 47, 73 and 75 in Block 346 on the Tax Map, such combined zoning lot being more particularly described on Exhibit C annexed hereto and made a part hereof (the "Combined Zoning Lot").

Mortgagee hereby waives its rights to execute the Declaration of Zoning Lot Restrictions with respect to the Combined Zoning Lot in accordance with subdivision [d] of the definition of "zoning lot" in the Zoning Resolution, made by The Chinatown Planning Council Housing Development Fund Company, Inc. ("CPC-HDFC"), CPC One LLC ("CPC-ONE"), Go Broome LLC ("Go-Broome") and/or Go Norfolk LLC ("Go-Norfolk") (collectively, the "Parties") and dated as of the date hereof and to be recorded simultaneously herewith (the "Declaration").

Mortgagee hereby waives any rights it has to execute, and consents to the execution by Go-Norfolk of, the ZLDA, the LSRPDA, the Easement, the CPC Declaration and the LPC Declaration (each as defined below).

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Zoning Lot Development and Easement Agreement dated as of the recording of this Waiver and Subordination (the "ZLDA") between the Parties, which is intended to be recorded prior hereto or simultaneously herewith.

Mortgagee hereby agrees that the Mortgage and all of Mortgagee's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Large

determining in its sole discretion (exercised in good faith) that the Application and below-described documents and instruments will not impair Mortgagee's loan, the marketability or value of the loan, the collateral, the validity and enforceability of Mortgagee's loan documents, or Mortgagee's rights and remedies – to, any documents or instruments as may be required by an Agency for the review and approval of any Application.

This Waiver and Subordination shall be recorded in the Office of the City Register of the City of New York in accordance with the provisions of Section 12-10 of the Zoning Resolution.

This Waiver and Subordination and all of the covenants and agreements contained herein shall run with the lands and buildings affected thereby and the undersigned's interest therein, and shall be binding upon the undersigned and its heirs, distributees, legal representatives, successors and/or assigns so long as they respectively have any interest in any of the Combined Zoning Lot.

This Waiver and Subordination shall be governed, construed and interpreted in all respects in accordance with the internal laws of the State of New York without giving effect to the State of New York's principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Waiver and Subordination as of the day of and year first above written.

CPC FUNDING SPE 1 LLC,
a New York limited liability company

By: **THE COMMUNITY PRESERVATION CORPORATION,**
a New York not-for-profit corporation, its sole member

By: _____
Name: Joya Cohen
Title: Vice President, Loan Closings

STATE OF New York)
) ss.:
COUNTY OF Richmond)

On the 4th day of December, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Joya Cohen, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

PATRICIA FADEL
Notary Public, State of New York
No. 01FA6328703
Qualified in Richmond County
Commission Expires August 03, 2023

SCHEDULE OF EXHIBITS

TO WAIVER OF DECLARATION OF ZONING LOT RESTRICTIONS AND SUBORDINATION OF MORTGAGE

Exhibit A	Mortgage Schedule
Exhibit B	Metes and Bounds Description of the Property
Exhibit C	Metes and Bounds Description of the Combined Zoning Lot

EXHIBIT A

Mortgage Schedule

MULTIFAMILY ACQUISITION LOAN MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by GO NORFOLK LLC to CPC FUNDING SPE 1 LLC, dated as of December 1, 2020, in the amount of $8,165,174.00 and intended to be recorded in the Office of the City Register, County of the New York, State of New York.

Multifamily Project Loan Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (New York) made by GO NORFOLK LLC to CPC FUNDING SPE 1 LLC dated as of December 1, 2020, in the amount of $768,277.00 and intended to be recorded in the Office of the City Register, County of the New York, State of New York.

EXHIBIT B

Metes and Bounds Description of the Property

Parcel 1 (Block 346, Lot 37)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City, County and State of New York, Bounded and Described as follows:

BEGINNING at a point on the easterly side of Norfolk Street (64' wide) distant 175.25 feet from intersection formed by the northerly side of Grand Street (100' wide) and the easterly side of Norfolk Street and running thence;

Northerly along said easterly side of Norfolk Street, a distance of 73.85 feet to a point; thence

Easterly along a line, forming an interior angle of 89 degrees 46 minutes 20 seconds with the previous course, a distance of 60.46 feet to a point; thence

Southerly along a line, forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 8.64 feet to a point; thence

Easterly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 15.00 feet to a point; thence

Southerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 65.32 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 46 minutes 00 seconds with the previous course, a distance of 75.41 feet to the POINT or PLACE of BEGINNING.

Parcel 2 (Block 346, Lot 47)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

BEGINNING at a point on the easterly side of Norfolk Street (64' wide) distant 32.83 feet southerly from the intersection formed by said easterly side of Norfolk Street with the southerly side of Broome Street (49.77' wide) and running thence;

Easterly along a line forming an angle of 89 degrees 57 minutes 30 seconds on its southerly side with the previous course, a distance of 60.48 feet to a point; thence

Southerly along a line forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 19.36 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 48 minutes 50 seconds with the previous course, a distance of 60.46 feet to a point on the aforementioned easterly side of Norfolk Street; thence

Northerly along said easterly side of Norfolk Street forming an interior angle of 90 degrees 13 minutes 40 seconds with the previous course, a distance of 19.17 feet to the POINT or PLACE of BEGINNING.

EXHIBIT C

Metes and Bounds Description of the Combined Zoning Lot

Block 346, Lots 1, 37, 47, 73 and 75

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

Beginning at a point being the intersection of the southerly side of Broome Street and the easterly side of Norfolk Street and running thence;

Easterly along said southerly side of Broome Street, South 68 degrees 21 minutes 47 seconds East 201.00 feet to the westerly side of Suffolk Street thence;

Southerly along said westerly side of Suffolk Street, South 21 degrees 27 minute 03 seconds West 196.35 feet to a point, thence;

Westerly along a line forming an interior angle of 90 degrees 02 minutes 30 seconds, North 68 degrees 35 minutes 27 seconds West 25.00 feet to a point, thence;

Southerly on a line parallel to Norfolk Street, South 21 degrees 24 minutes 33 seconds West 14.83 feet to a point, thence;

Westerly at right angles to the previous course, North 68 degrees 35 minutes 27 seconds West 25.00 feet to a point, thence;

Southerly at right angles to the previous course, South 21 degrees 24 minutes 33 seconds West 5.125 feet to a point, thence;

Westerly at right angles to the previous course, North 68 degrees 35 minutes 27 seconds West 44.44 feet to a point, thence;

Southerly at right angles to the previous course, South 21 degrees 24 minutes 32 seconds West 84.59 feet to the northerly side of Grand Street, thence;

Westerly along said northerly side of Grand Street, North 68 degrees 16 minutes 08 seconds West 106.42 feet to a point at the intersection of said northerly side of Grand street and the aforementioned easterly side of Norfolk Street, thence;

Northerly along said easterly side of Norfolk Street, North 21 degrees 24 minutes 33 seconds East 301.10 feet to the Point or Place of Beginning.

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION OF MORTGAGE

BY

CPC SUFFOLK HOUSING DEVELOPMENT FUND CORPORATION

NEW YORK COUNTY
BLOCK: 346
LOTS: 1, 37, 47, 73 AND 75

RECORD AND RETURN TO:
KRAMER LEVIN NAFTALIS AND FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
ATTENTION: ELISE WAGNER, ESQ.

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION

WAIVER OF EXECUTION OF DECLARATION OF ZONING LOT RESTRICTIONS, WAIVER OF EXECUTION OF RESTRICTIVE DECLARATIONS, AND SUBORDINATION ("Waiver and Subordination") is made as of the 23 day of December, 2020, by CPC SUFFOLK HOUSING DEVELOPMENT FUND CORPORATION ("CPC-Suffolk"), having an address c/o Chinese-American Planning Council, Inc., 150 Elizabeth St., New York, NY 10012.

CPC-Suffolk is the holder of a subleashold interest in a to-be-formed condominium unit with respect to that certain property in the County of New York, City and State of New York, generally known by the street address 55 Suffolk Street, New York, New York, designated as Lots 73 and 75 in Block 346 on the Tax Map of the City of New York, County of New York (the "Tax Map") and more particularly described on Exhibit B annexed hereto and made a part hereof (the "Property"); and

CPC-Suffolk is a "party in interest", as defined in subdivision [f](4) of the definition of "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended from time to time (the "Zoning Resolution"), with respect to the combined zoning lot consisting of the Property and the land generally known by the street addresses 50 Norfolk Street and 64 Norfolk Street, New York, New York, designated as Lots 1, 37, 47, 73 and 75 in Block 346 on the Tax Map, such combined zoning lot being more particularly described on Exhibit C annexed hereto and made a part hereof (the "Combined Zoning Lot").

CPC-Suffolk hereby waives its rights to execute a Declaration of Zoning Lot Restrictions (a "Declaration") with respect to the Combined Zoning Lot in accordance with subdivision [d] of the definition of "zoning lot" in the Zoning Resolution.

CPC-Suffolk hereby waives its rights to execute any documents or instruments which The Chinatown Planning Council Housing Development Fund Company, Inc. ("CPC-HDFC"), CPC One LLC ("CPC-ONE"), Go Broome LLC ("Go-Broome") and/or Go Norfolk LLC ("Go-Norfolk") (collectively, the "Parties") and their heirs, distributes, legal representatives, successors and/or assigns may now or hereafter execute in connection with the treatment of the Combined Zoning Lot as a single zoning lot.

CPC-Suffolk hereby waives any rights it has to execute, and consents to the execution by Go-Broome and CPC-ONE of, the ZLDA, the LSRPDA, Easement 1, Easement 2, the CPC Declaration and the LPC Declaration (each as defined below).

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Zoning Lot Development and Easement Agreement dated as of the recording of this Waiver and Subordination

(the "ZLDA") between the Parties, which is intended to be recorded prior hereto or simultaneously herewith.

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Large Scale Residential Plan Development Agreement dated as of the recording of this Waiver and Subordination (the "LSRPDA") between the Parties and 384 Grand Street Housing Development Fund Company, Inc. ("Lot 95 Owner"), which is intended to be recorded prior hereto or simultaneously herewith.

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Light and Air Easement Agreement dated as of the recording of this Waiver and Subordination ("Easement 1") between CPC-HDFC, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith.

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Light and Air Easement Agreement dated as of the recording of this Waiver and Subordination ("Easement 2") between Go-Norfolk, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith.

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the GO Broome Street Development Restrictive Declaration dated as of the recording of this Waiver and Subordination ("CPC Declaration") by Go-Norfolk, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith. The CPC Declaration shall subject the Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the CPC Declaration.

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to the Declaration dated as of the recording of this Waiver and Subordination ("LPC Declaration") by Go-Norfolk, CPC-ONE and Go-Broome, which is intended to be recorded prior hereto or simultaneously herewith. The LPC Declaration shall subject the Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the LPC Declaration.

CPC-Suffolk hereby agrees that all of CPC-Suffolk's right, title and interest in the Combined Zoning Lot shall in all respects be subject and subordinate to any and all documents and instruments that CPC-HDFC may be required or requested to execute by any of the other Parties or Lot 95 Owner, their heirs, distributees, legal representatives, successors and/or assigns, or by any Agency (as defined in the ZLDA) as a condition to its approval of, or otherwise in respect of, any application made by such other Parties or Lot 95 Owner or their heirs, distributees, legal representatives, successors and/or assigns in connection with the utilization and/or transfer of the CPC-HDFC Floor Area Development Rights, the CPC-ONE Floor Area Development Rights

and/or the Go-Norfolk Floor Area Development Rights (each as defined in the ZLDA) or the Lot 95 Owner Floor Area Development Rights (as defined in the LSRPDA).

CPC-Suffolk hereby consents to and agrees that if the Parties seek, on one or more occasions, to (a) make one or more Applications (as defined in the ZLDA), and/or (b) amend the ZLDA, the LSRPDA, Easement 1, Easement 2, the CPC Declaration or the LPC Declaration, CPC-Suffolk shall, by executing this Waiver and Subordination, be deemed automatically and without any further action on its part to have: (i) subordinated CPC-Suffolk's right, title and interest in the Combined Zoning Lot to any amended or replacement ZLDA, LSRPDA, Easement 1, Easement 2, the CPC Declaration or the LPC Declaration regardless of whether CPC-Suffolk executes such amended or replacement documents or a subordination of CPC-Suffolk's right, title and interest in the Combined Zoning Lot thereto, and (ii) consented to and waived its rights, if any, to execute, and subordinated CPC-Suffolk's right, title and interest in the Combined Zoning Lot to, any documents or instruments as may be required by an Agency for the review and approval of any Application. Notwithstanding and without in any way limiting the validity and effectiveness of the immediately foregoing sentence, CPC-Suffolk shall execute, acknowledge (as appropriate) and deliver, within ten (10) business days after receiving a written request therefor from the Parties, (x) any documents and instruments requested in connection with the addition of such Additional Parcels into the Combined Zoning Lot, the subdivision of the Combined Zoning Lot and/or the transfer of Floor Area Development Rights (as defined in the ZLDA) to or from a parcel of land or a parcel of air whether or not it is included in the Combined Zoning Lot, and (y) such further documents and instruments, and to take such other or further actions, as may be required to carry out and effectuate the intent and purposes of this Waiver and Subordination, or to confirm or perfect any right to be created hereunder.

This Waiver and Subordination shall be recorded in the Office of the City Register of the City of New York in accordance with the provisions of Section 12-10 of the Zoning Resolution.

This Waiver and Subordination and all of the covenants and agreements contained herein shall run with the lands and buildings affected thereby and the undersigned's interest therein, and shall be binding upon the undersigned and its heirs, distributees, legal representatives, successors and/or assigns so long as they respectively have any interest in any of the Combined Zoning Lot.

This Waiver and Subordination shall be governed, construed and interpreted in all respects in accordance with the internal laws of the State of New York without giving effect to the State of New York's principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Waiver and Subordination as of the day of and year first above written.

CPC SUFFOLK HOUSING DEVELOPMENT FUND CORPORATION

By: _____
Name: Wayne Ho
Title: President

STATE OF New York)
) ss.:
COUNTY OF New York)

remotely by NY State Exec Order

On the 15th day of December, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared WAYNE HO, 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(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

FERNANDO O. KOATZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KO4956693
Qualified in Queens County
My Commission Expires 10-2-21

SCHEDULE OF EXHIBITS

TO WAIVER OF DECLARATION OF ZONING LOT RESTRICTIONS AND SUBORDINATION OF MORTGAGE

Exhibit A Metes and Bounds Description of the Property

Exhibit B Metes and Bounds Description of the Combined Zoning Lot

EXHIBIT A

Metes and Bounds Description of the Property

Parcel 1 (Block 346, Lot 73)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

BEGINNING at the intersection of the northerly side of Grand Street (100' wide) with the easterly side of Norfolk Street (64' wide), thence running the following two courses to the POINT or PLACE of BEGINNING;

a. Northerly along said easterly side of Norfolk Street, a distance 175.25 feet; thence

b. Easterly along a line forming an angle of 90 degrees 16 minutes 30 seconds on its northerly side with the previous course, a distance of 75.41 feet to a point; said point being the POINT or PLACE of BEGINNING; thence

Northerly along a line forming an angle of 90 degrees 14 minutes 00 seconds on its easterly side with the previous course, a distance of 65.32 feet to a point; thence

Westerly along a line forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 15.00 feet to a point; thence

Northerly along a line forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 8.64 feet to a point; thence

Easterly along a line forming an interior angle of 89 degrees 48 minutes 50 seconds with the previous course, a distance of 40.29 feet to a point; thence

Southerly along a line forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 73.94 feet to a point; thence

Westerly along a line forming an interior angle of 89 degrees 46 minutes 00 seconds with the previous course, a distance of 25.29 feet to the POINT or PLACE of BEGINNING.

Parcel 2 (Block 346, Lot 75)

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City, County and State of New York, Bounded and Described as follows:

BEGINNING at a point being the intersection of the southerly side of Broome Street (49.77' wide) and the easterly side of Norfolk Street (64' wide) and running thence;

Easterly along said southerly side of Broome Street, a distance of 201.00 feet to the westerly side of Suffolk Street (49.73' wide); thence

Southerly along said westerly side of Suffolk Street, forming and interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 196.35 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 02 minutes 30 seconds with the previous course, a distance of 25.00 feet to a point; thence

Southerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 14.83 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 25.00 feet to a point; thence

Southerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 5.13 feet to a point; thence

Westerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 36.81 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 66.60 feet to a point; thence

Easterly along a line, forming an interior angle of 90 degrees 00 minutes 00 seconds with the previous course, a distance of 5.73 feet to a point; thence

Northerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 24.08 feet to a point; thence

Westerly along a line, forming an interior angle of 269 degrees 43 minutes 30 seconds with the previous course, a distance of 19.07 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 14 minutes 00 seconds with the previous course, a distance of 73.94 feet to a point; thence

Westerly along a line, forming an interior angle of 269 degrees 48 minutes 50 seconds with the previous course, a distance of 40.29 feet to a point; thence

Northerly along a line, forming an interior angle of 90 degrees 11 minutes 10 seconds with the previous course, a distance of 19.36 feet to a point; thence

Westerly along a line, forming an interior angle of 270 degrees 00 minutes 00 seconds with the previous course, a distance of 60.48 feet to the aforementioned easterly side of Norfolk Street, thence

Northerly along said easterly side of Norfolk Street, forming an interior angle of 90 degrees 02 minutes 30 seconds with the previous course, a distance of 32.83 feet to the POINT or PLACE of BEGINNING.

EXHIBIT B

Metes and Bounds Description of the Combined Zoning Lot

Block 346, Lots 1, 37, 47, 73 and 75

ALL that certain plot, piece or parcel of land, Situate, Lying and Being in the Borough of Manhattan, City County and State of New York, Bounded and Described as follows:

Beginning at a point being the intersection of the southerly side of Broome Street and the easterly side of Norfolk Street and running thence;

Easterly along said southerly side of Broome Street, South 68 degrees 21 minutes 47 seconds East 201.00 feet to the westerly side of Suffolk Street thence;

Southerly along said westerly side of Suffolk Street, South 21 degrees 27 minute 03 seconds West 196.35 feet to a point, thence;

Westerly along a line forming an interior angle of 90 degrees 02 minutes 30 seconds, North 68 degrees 35 minutes 27 seconds West 25.00 feet to a point, thence;

Southerly on a line parallel to Norfolk Street, South 21 degrees 24 minutes 33 seconds West 14.83 feet to a point, thence;

Westerly at right angles to the previous course, North 68 degrees 35 minutes 27 seconds West 25.00 feet to a point, thence;

Southerly at right angles to the previous course, South 21 degrees 24 minutes 33 seconds West 5.125 feet to a point, thence;

Westerly at right angles to the previous course, North 68 degrees 35 minutes 27 seconds West 44.44 feet to a point, thence;

Southerly at right angles to the previous course, South 21 degrees 24 minutes 32 seconds West 84.59 feet to the northerly side of Grand Street, thence;

Westerly along said northerly side of Grand Street, North 68 degrees 16 minutes 08 seconds West 106.42 feet to a point at the intersection of said northerly side of Grand street and the aforementioned easterly side of Norfolk Street, thence;

Northerly along said easterly side of Norfolk Street, North 21 degrees 24 minutes 33 seconds East 301.10 feet to the Point or Place of Beginning.

Exhibit "D"

Transportation Mitigation Measures

[See Attached]

Table 17-3

GO Broome Street Development EIS

NO ACTION VS WITH ACTION VS WITH ACTION W/ IMPROVEMENTS TRAFFIC LEVELS OF SERVICE COMPARISON - WEEKDAY AM PEAK HOUR

INTERSECTION & APPROACH		2023 No Action Mvt.	V/C	Control Delay	LOS	2023 With Action Mvt.	V/C	Control Delay	LOS	2023 With Action w/ Improvements Mvt.	V/C	Control Delay	LOS	Mitigation Measures
SIGNALIZED INTERSECTIONS														
Delancey St and Essex St														
Delancey St	EB	TR	0.69	20.4	C	TR	0.70	20.5	C	TR	0.68	19.5	B	- Modify signal timing: Shift 1 sec of green time from NB/SB phase to EB/WB phase. [NB/SB green time shifts from 20 sec. to 29 sec; EB/WB green time shifts from 43 sec to 44 sec.]
	WB	T	0.89	23.3	C	T	0.89	23.3	C	T	0.87	22.0	C	
		R	1.21	128.5	F	R	1.22	132.8	F	R	1.19	117.0	F	
Essex St	NB	LT	0.75	39.8	D	LT	0.76	39.8	D	LT	0.79	42.8	D	
		R	0.23	25.3	C	R	0.23	25.4	C	R	0.24	26.5	C	
	SB	TR	0.67	27.5	C	TR	0.68	28.1	C	TR	0.69	29.4	C	
	Overall Intersection	-	**1.02**	**29.8**	**C**	-	**1.03**	**32.8**	**C**	-	**1.02**	**30.6**	**C**	
Delancey St and Norfolk St														
Delancey Street	EB	T	0.73	20.7	C	T	0.74	20.8	C					- Mitigation not required.
	WB	TR	0.97	30.8	C	TR	0.97	31.0	C					
Norfolk Street	NB	LTR	0.35	19.9	B	LTR	0.37	20.2	C					
		R	0.19	17.7	B	R	0.21	17.8	B					
	Overall Intersection	-	**0.88**	**25.0**	**C**	-	**0.89**	**25.3**	**C**					
Delancey St and Suffolk St														
Delancey St	EB	TR	0.67	19.0	B	TR	0.68	19.2	B					- Mitigation not required.
	WB	T	0.83	20.7	C	T	0.83	20.7	C					
Suffolk St	SB	R	0.66	19.4	B	R	0.66	19.4	B					
	Overall Intersection	-	**0.48**	**19.9**	**B**	-	**0.48**	**20.0**	**B**					
Delancey St and Clinton St														
Delancey St	EB	T	0.73	24.5	C	T	0.73	24.6	C					- Mitigation not required.
		R	0.47	24.2	C	R	0.47	24.2	C					
	WB	T	1.08	95.6	F	T	1.08	96.3	F					
		R	1.04	88.9	F	R	1.04	88.9	F					
Clinton St	NB	R	0.88	46.0	D	R	0.90	47.1	D					
Delancey St Service Road	WB	R	0.54	54.4	D	R	0.54	54.4	D					
	Overall Intersection	-	**1.11**	**65.8**	**E**	-	**1.11**	**66.3**	**E**					
Broome St and Norfolk St														
Broome St	EB	L	0.61	18.0	B	L	0.66	19.6	B					- Mitigation not required.
	WB	R	0.09	10.1	B	R	0.07	10.2	B					
Norfolk St	NB	T	0.21	21.6	C	T	0.24	22.0	C					
	Overall Intersection	-	**0.40**	**18.8**	**B**	-	**0.43**	**19.9**	**B**					
Grand St and Clinton St														
Grand St	EB	TR	0.52	18.4	B	TR	0.54	19.0	B					- Unmitigatable impact
	WB	LT	0.35	15.0	B	LT	0.35	15.1	B					
		R	1.12	108.6	F	R	1.19	136.1	F					
Clinton St	NB	LTR	0.85	47.7	D	LTR	0.92	57.3	E					
	Overall Intersection	-	**1.01**	**44.1**	**D**	-	**1.07**	**58.1**	**E**					

(1) Control delay is measured in seconds per vehicle.
(2) Overall intersection V/C ratio is the critical lane groups' V/C ratio.
(3) Movement delay and overall delay cannot be calculated, exceeds the HCS software threshold.
Highlighting denotes a significantly impacted movement.

Table 17-4
GO Broome Street Development EIS
NO ACTION VS WITH ACTION VS WITH ACTION W/ IMPROVEMENTS TRAFFIC LEVELS OF SERVICE COMPARISON - WEEKDAY MIDDAY PEAK HOUR

INTERSECTION & APPROACH		2021 No Action				2021 With Action				2021 With Action w/ Improvements				Mitigation Measures
		Mvt.	V/C	Control Delay	LOS	Mvt.	V/C	Control Delay	LOS	Mvt.	V/C	Control Delay	LOS	
Delancey St and Eldridge St														
Delancey St	EB	TR	0.80	23.6	C	TR	0.81	23.7	C					- Mitigation not required.
	WB	T	0.72	20.1	C	T	0.72	20.1	C					
		R	1.04	79.5	E	R	1.06	82.2	F					
Essex St	NB	LT	0.42	26.1	C	LT	0.42	26.2	C					
		R	0.43	27.7	C	R	0.44	28.1	C					
	SB	TR	0.73	32.8	C	TR	0.74	33.2	C					
	Overall Intersection	-	**0.98**	**27.6**	**C**	-	**0.92**	**27.3**	**C**					
Delancey St and Norfolk St														
Delancey Street	EB	T	0.86	24.2	C	T	0.86	24.3	C					- Mitigation not required.
	WB	TR	0.79	21.7	C	TR	0.79	21.8	C					
Norfolk Street	NB	LTR	0.41	20.8	C	LTR	0.42	21.2	C					
		R	0.32	19.6	B	R	0.34	19.8	B					
	Overall Intersection	-	**0.85**	**22.6**	**C**	-	**0.86**	**22.7**	**C**					
Delancey St and Suffolk St														
Delancey St	EB	TR	0.77	20.5	C	TR	0.78	20.7	C					- Mitigation not required.
	WB	T	0.69	18.4	B	T	0.69	18.4	B					
Suffolk St	SB	R	0.27	19.8	B	R	0.27	19.8	B					
	Overall Intersection	-	**0.84**	**19.5**	**B**	-	**0.84**	**19.6**	**B**					
Delancey St and Clinton St														
Delancey St	EB	T	0.87	28.2	C	T	0.87	28.2	C					- Mitigation not required.
		R	0.26	19.2	B	R	0.26	19.2	B					
	WB	T	1.07	91.5	F	T	1.07	92.6	F					
		R	1.02	94.1	F	R	1.02	94.1	F					
Clinton St	NB	R	0.87	34.1	C	R	0.88	34.2	C					
Delancey St Service Road	WB	R	0.52	52.0	D	R	0.52	52.0	D					
	Overall Intersection	-	**0.99**	**69.7**	**E**	-	**0.99**	**69.2**	**E**					
Broome St and Norfolk St														
Broome St	EB	L	0.67	24.5	C	L	0.71	27.2	C					- Mitigation not required.
	WB	R	0.04	9.7	A	R	0.05	9.9	A					
Norfolk St	NB	T	0.29	22.8	C	T	0.31	23.1	C					
	Overall Intersection	-	**0.62**	**23.4**	**C**	-	**0.63**	**24.6**	**C**					
Grand St and Clinton St														
Grand St	EB	TR	0.26	16.0	B	TR	0.43	16.7	B					- Unmitigatable impact
	WB	LT	0.31	14.5	B	LT	0.31	14.6	B					
		R	1.26	163.5	F	R	1.67	318.1	F					
Clinton St	NB	LTR	0.80	65.2	E	LTR	0.94	81.4	F					
	Overall Intersection	-	**1.12**	**78.3**	**E**	-	**1.21**	**91.6**	**F**					

(1) Control delay is measured in seconds per vehicle.
(2) Overall intersection V/C ratio is the critical lane groups' V/C ratio
(3) Movement delay and overall delay cannot be calculated, exceeds the HCS software threshold.
Highlighting denotes a significantly impacted movement.

Table 17-5
GO Broome Street Development EIS
NO ACTION VS WITH ACTION VS WITH ACTION W/ IMPROVEMENTS TRAFFIC LEVELS OF SERVICE COMPARISON - WEEKDAY PM PEAK HOUR

INTERSECTION & APPROACH		2027 No Action Control Mvt.	V/C	Delay	LOS	2027 With Action Control Mvt.	V/C	Delay	LOS	2027 With Action w/ Improvements Control Mvt.	V/C	Delay	LOS	Mitigation Measures
SIGNALIZED INTERSECTIONS														
Delancey St and Essex St														
Delancey St	EB	TR	0.85	25.6	C	TR	0.86	25.8	C					- Unmitigatable impact
	WB	T	0.72	20.1	C	T	0.73	20.1	C					
		R	0.92	59.2	E	R	1.08	84.9	E					
Essex St	NB	LT	0.37	25.1	C	LT	0.38	25.3	C					
		R	0.94	69.2	E	R	0.95	72.4	E					
	SB	TR	0.85	38.5	D	TR	0.86	38.9	D					
	Overall Intersection	-	**0.86**	**30.0**	C	-	**0.89**	**30.9**	C					
Delancey St and Norfolk St														
Delancey Street	EB	T	1.00	39.4	D	T	1.01	39.6	D					- Mitigation not required.
	WB	TR	0.80	21.8	C	TR	0.80	22.0	C					
Norfolk Street	NB	LTR	0.57	26.8	C	LTR	0.70	27.8	C					
		R	0.56	23.8	C	R	0.58	24.3	C					
	Overall Intersection	-	**0.85**	**29.4**	C	-	**0.86**	**30.1**	C					
Delancey St and Suffolk St														
Delancey St	EB	TR	0.85	24.3	C	TR	0.87	25.5	C					- Mitigation not required.
	WB	T	0.69	18.5	B	T	0.70	18.5	B					
Suffolk St	SB	R	0.17	17.9	B	R	0.18	17.8	B					
	Overall Intersection	-	**0.89**	**21.7**	C	-	**0.90**	**22.4**	C					
Delancey St and Clinton St														
Delancey St	EB	T	1.07	62.8	E	T	1.07	63.6	E					- Mitigation not required.
		R	0.33	22.0	C	R	0.33	22.0	C					
	WB	T	1.07	58.3	F	T	1.08	60.5	F					
		R	1.03	52.8	F	R	1.03	52.8	F					
Clinton St	NB	R	0.90	33.8	C	R	0.90	34.1	C					
Delancey St Service Road	WB	R	0.73	71.7	E	R	0.73	71.7	E					
	Overall Intersection	-	**1.02**	**70.6**	E	-	**1.02**	**71.7**	E					
Broome St and Norfolk St														
Broome St	EB	L	1.41	222.6	F	L	1.56	294.8	F	L	1.41	218.4	F	- Modify signal timing. Shift 4 sec of green time from SB/SB phase to EB/WB phase. [NB/SB green time shifts from 31 sec to 27 sec; EB/WB green time shifts from 49 sec to 53 sec.]
	WB	R	0.06	10.1	B	R	0.09	10.6	B	R	0.06	5.8	A	
Norfolk St	NB	T	0.42	25.0	C	T	0.45	25.6	C	T	0.52	30.1	C	
	Overall Intersection	-	**1.03**	**155.4**	F	-	**1.14**	**198.3**	F	-	**1.11**	**150.6**	F	
Grand St and Clinton St														
Grand St	EB	TR	0.45	17.1	B	TR	0.53	19.2	B					- Unmitigatable impact
	WB	LT	0.41	16.0	B	LT	0.41	16.0	B					
		R	1.19	138.2	F	R	1.34	198.7	F					
Clinton St	NB	LTR	0.97	68.1	E	LTR	1.00	81.1	F					
	Overall Intersection	-	**1.11**	**85.4**	E	-	**1.16**	**72.9**	E					

(1) Control delay is measured in seconds per vehicle.
(2) Overall intersection V/C ratio is the critical lane groups' V/C ratio.
(3) Movement delay and overall delay cannot be calculated; exceeds the HCS software threshold.
Highlighting denotes a significantly impacted movement.

Table 17-6
GO Broome Street Development EIS
NO ACTION VS WITH ACTION VS WITH ACTION W/ IMPROVEMENTS TRAFFIC LEVELS OF SERVICE COMPARISON - SATURDAY PEAK HOUR

INTERSECTION & APPROACH			2023 No Action Control Mvt.	V/C	Delay	LOS	2023 With Action Control Mvt.	V/C	Delay	LOS	2023 With Action w/ Improvements Control Mvt.	V/C	Delay	LOS	Mitigation Measures
SIGNALIZED INTERSECTIONS															
Delancey St and Essex St															
Delancey St	EB	TR	0.94	32.9	C	TR	0.95	33.5	C						- Mitigation not required.
	WB	T	0.73	19.8	B	T	0.73	19.8	B						
		R	1.06	76.3	E	R	1.07	79.8	E						
Essex St	NB	LT	0.43	36.9	C	LT	0.44	36.2	C						
		R	0.72	40.2	D	R	0.73	41.0	D						
	SB	TR	0.82	36.5	D	TR	0.83	37.3	D						
	Overall Intersection	-	**0.96**	**32.0**	**C**	-	**0.97**	**32.6**	**C**						
Delancey St and Norfolk St															
Delancey Street	EB	T	0.99	33.0	C	T	1.00	33.6	C						- Mitigation not required.
	WB	TR	0.86	23.9	C	TR	0.87	24.0	C						
Norfolk Street	NB	LTR	0.40	21.5	C	LTR	0.40	22.0	C						
		R	0.41	20.8	C	R	0.43	21.0	C						
	Overall Intersection	-	**0.75**	**27.7**	**C**	-	**0.76**	**28.6**	**C**						
Delancey St and Suffolk St															
Delancey St	EB	TR	0.86	25.7	C	TR	0.87	26.7	C						- Mitigation not required.
	WB	T	0.71	18.7	B	T	0.71	18.8	B						
Suffolk St	SB	R	0.19	19.0	B	R	0.19	19.1	B						
	Overall Intersection	-	**0.60**	**22.6**	**C**	-	**0.61**	**23.2**	**C**						
Delancey St and Clinton St															
Delancey St	EB	T	1.04	49.3	D	T	1.04	50.0	D						- Mitigation not required.
		R	0.22	18.2	B	R	0.22	18.2	B						
	WB	T	1.05	87.0	F	T	1.06	88.3	F						
		R	1.03	91.3	F	R	1.03	91.3	F						
Clinton St	NB	R	1.01	58.8	E	R	1.01	57.6	E						
Delancey St Service Road	WB	R	0.68	64.4	E	R	0.68	64.4	E						
	Overall Intersection	-	**1.06**	**66.9**	**E**	-	**1.07**	**67.9**	**E**						
Broome St and Norfolk St															
Broome St	EB	L	0.83	36.5	D	L — 0.82 — 81.3 — F					L	0.86	41.2	D	- Modify signal timing. Shift 2 sec of green time from NS/SB phase to EB/WB phase. [NS/SB green time shifts from 31 sec to 29 sec; EB/WB green time shifts from 49 sec to 51 sec.]
	WB	R	0.08	10.0	A	R	0.10	10.5	B		R	0.09	9.5	A	
Norfolk St	NB	T	0.42	24.8	C	T	0.44	25.2	C		T	0.47	27.3	C	
	Overall Intersection	-	**0.67**	**30.0**	**C**	-	**0.74**	**39.2**	**D**		-	**0.73**	**33.7**	**C**	
Grand St and Clinton St															
Grand St	EB	TR	0.48	17.6	B	TR	0.54	18.8	B						- Unmitigatable impact
	WB	LT	0.39	15.6	B	LT	0.39	15.8	B						
		R	1.17	123.9	F	R — 1.20 — 136.8 — F									
Clinton St	NB	LTR	1.01	77.5	E	LTR — 1.07 — 92.9 — F									
	Overall Intersection	-	**1.10**	**64.9**	**E**	-	**1.29**	**73.1**	**E**						

(1) Control delay is measured in seconds per vehicle.
(2) Overall intersection V/C ratio is the critical lane groups' V/C ratio.
(3) Movement delay and overall delay cannot be calculated, exceeds the HCS software threshold.
Highlighting denotes a significantly impacted movement.

Table 17-7 Crosswalk Impact Mitigation Summary

Location		No Action		With Action		Mitigated With Action		Mitigation measures
		sf/p	LOS	sf/p	LOS	sf/p	LOS	
Weekday PM Peak Hour								
Broome Street and Norfolk Street	North Crosswalk	23.2	D	16.7	D	20.8	D	Widen crosswalk by 1 foot to 15 feet Shift four seconds of green time from the northbound phase to the eastbound/ westbound phase

Exhibit "E"

Construction Traffic Mitigation Measures

Table 15-6 Construction No-Action vs With-Action vs With-Action w/ Improvements Traffic Levels of Service Comparison – Weekday AM Peak Hour

		2023 No-Action				2023 With-Action				2023 With-Action w/ Improvements				
Intersection & Approach		MVT	V/C	Control Delay[1]	LOS	MVT	V/C	Control Delay[1]	LOS	MVT	V/C	Control Delay	LOS	
SIGNALIZED INTERSECTIONS														
Delancey St and Esser St														
Delancey St	EB	TR	0.69	20.3	C	TR	0.69	20.4	C					- Mitigation not required
	WB	T	0.68	23.1	C	T	0.89	23.2	C					
		R	1.20	125.2	F	R	1.20	125.2	F					
Esser St	NB	LT	0.75	38.9	D	LT	0.75	39.4	D					
		T	0.33	25.3	C	R	0.34	25.6	C					
	SB	TR	0.57	27.8	C	TR	0.59	28.3	C					
Overall Intersection[2]		-	1.01	91.3	F	-	1.01	31.5	C					
Delancey St and Clinton St														
Delancey St	EB	T	0.73	24.5	C	T	0.73	24.5	C	T	0.73	24.5	C	- Modify signal timing. Shift 1 sec of green time from NB phase to WB/NB phase. [NB green time shifts from 37 sec to 36 sec; WB/NB green time shifts from 5 sec to 6 sec.]
		R	0.46	24.1	C	R	0.46	24.1	C	R	0.46	24.1	C	
	WB	T	1.08	93.4	F	T	1.09	98.6	F	T	1.06	86.5	F	
		R	1.03	97.4	F	R	1.03	97.4	F	R	1.01	88.6	F	
Clinton St	NB	R	0.95	44.6	D	R	0.95	44.6	D	R	0.95	44.6	D	
Delancey St Service Road	WB	R	0.52	52.8	D	R	0.52	52.8	D	R	0.52	52.8	D	
Overall Intersection[2]		-	1.10	64.6	E	-	1.10	66.0	E	-	1.10	60.7	E	
Grand St and Clinton St														
Grand St	EB	TR	0.51	18.4	B	TR	0.58	20.3	C					- Mitigation not required
	WB	LT	0.35	15.0	B	LT	0.35	15.0	B					
		R	1.11	104.1	F	R	1.11	104.1	F					
Clinton St	NB	LTR	0.85	47.5	D	LTR	0.85	47.5	D					
Overall Intersection[2]		-	1.01	51.5	F	-	1.01	51.2	D					

[1] Control delay is measured in seconds-per-vehicle

[2] Overall intersection V/C is the critical lane groups' V/C status

Notes: Movement delay and overall delay cannot be calculated; exceeds the HCS software threshold

Bold denotes a significantly impacted movement

Table 15-7 Construction No-Action vs With-Action vs With-Action w/ Improvements Traffic Levels of Service Comparison – Weekday PM Peak Hour

Intersection & Approach		2023 No-Action				2023 With-Action				2023 With-Action w/ Improvements				Mitigation Measures
		MVT	V/C	Control Delay[3]	LOS	MVT	V/C	Control Delay[3]	LOS	MVT	V/C	Control Delay	LOS	
SIGNALIZED INTERSECTIONS														
Delancey St and Essex St														
Delancey St	EB	TR	0.85	25.4	C	TR	0.85	25.4	C					- Mitigation not required
	WB	T	0.73	20.0	C	T	0.73	20.1	C					
		R	0.96	56.3	E	R	0.96	56.3	E					
Essex St	NB	LT	0.37	25.1	C	LT	0.37	25.1	C					
		T	0.94	68.4	E	R	0.94	69.9	E					
	SB	TR	0.84	38.1	D	TR	0.84	38.1	D					
Overall Intersection[3]		-	0.95	29.7	C	-	0.95	29.8	C					
Delancey St and Clinton St														
Delancey St	EB	T	1.06	60.5	E	T	1.06	61.0	E					- Mitigation not required
		R	0.33	22.0	C	R	0.33	22.0	C					
	WB	T	1.07	86.4	F	T	1.07	86.8	F					
		R	1.03	91.2	F	R	1.03	91.2	F					
Clinton St	NB	R	0.90	33.3	C	R	0.91	35.4	D					
Delancey St Service Road	WB	R	0.72	70.5	E	R	0.72	70.5	E					
Overall Intersection[3]		-	1.02	68.7	E	-	1.04	69.3	E					
Grand St and Clinton St														
Grand St	EB	TR	0.45	17.0	B	TR	0.45	17.0	B					- Unmitigatable Impact
	WB	LT	0.41	16.0	B	LT	0.41	16.0	B					
		R	1.19	136.9	F	R	1.19	136.9	F					
Clinton St	NB	LTR	0.97	66.5	E	LTR	1.03	82.9	F					
Overall Intersection[3]		-	1.10	64.5	E	-	1.12	69.9	E					

[3] Control delay is measured in seconds-per-vehicle
[4] Overall intersection V/C is the critical lane groups' V/C status

Notes: Movement delay and overall delay cannot be calculated; exceeds the HCS software threshold
Bold denotes a significantly impacted movement