



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

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

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

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

- ☐ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]
- ☐ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]
- ☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.
- ☒ Other (explain in detail below)

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

The Requestors, La Central Supportive Housing Development Fund Corporation (HDFC) and La Central Supportive LP (LP) wish to be added to the BCA as volunteers to facilitate low-income housing financing. Pursuant to a Declaration of Interest and nominee agreement, the HDFC has acquired bare legal title and the LP is the beneficial owner to the portion of the BCP site known as Lot 25.

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

Section I. Existing Application Information		
BCP SITE NAME: La Central Phase I		BCP SITE NUMBER: C203086
NAME OF CURRENT APPLICANT(S): La Central Manager LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C203086-09		DATE OF EXISTING AGREEMENT: 10/7/16
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME La Central Supportive Housing Development Fund Corporation		
ADDRESS 505 Eighth Avenue, 5th Floor		
CITY/TOWN New York, NY		ZIP CODE 10018
PHONE 212-389-9300	FAX	E-MAIL dbeer@breakingground.org
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE David Beer		
ADDRESS 505 Eighth Avenue, 5th floor		
CITY/TOWN New York, NY		ZIP CODE 10018
PHONE 212-389-9327	FAX	E-MAIL dbeer@breakingground.org
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Ernie Rossano of ERM		
ADDRESS 105 Maxess Road, Suite 316		
CITY/TOWN Melville, NY		ZIP CODE 10119
PHONE 631-756-8917	FAX	E-MAIL ernie.rossano@erm.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Lawrence Schnapf		
ADDRESS 55 East 87th Street #8B		
CITY/TOWN New York, NY		ZIP CODE 10128
PHONE 212-876-3189	FAX	E-MAIL Larry@SchnapfLaw.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:		
The requestor is a new entity established to facilitate low-income construction financing for the development of the portion of the site known as Lot 25.		

Section I. Existing Application Information		
BCP SITE NAME: La Central Phase I		BCP SITE NUMBER: C203086
NAME OF CURRENT APPLICANT(S): La Central Manager LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C203086-09		DATE OF EXISTING AGREEMENT: 10/7/16
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME La Central Supportive LP		
ADDRESS 505 Eighth Avenue, 5th Floor		
CITY/TOWN New York, NY		ZIP CODE 10018
PHONE 212-389-9300	FAX	E-MAIL dbeer@breakingground.org
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE David Beer		
ADDRESS 505 Eighth Avenue, 5th floor		
CITY/TOWN New York, NY		ZIP CODE 10018
PHONE 212-389-9327	FAX	E-MAIL dbeer@breakingground.org
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Ernie Rossano of ERM		
ADDRESS 105 Maxess Road, Suite 316		
CITY/TOWN Melville, NY		ZIP CODE 10119
PHONE 631-756-8917	FAX	E-MAIL ernie.rossano@erm.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Lawrence Schnapf		
ADDRESS 55 East 87th Street #8B		
CITY/TOWN New York, NY		ZIP CODE 10128
PHONE 212-876-3189	FAX	E-MAIL Larry@SchnapfLaw.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant: The requestor is a new entity established to facilitate low-income construction financing for the development of the portion of the site known as Lot 25.		

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

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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

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

Requestor's Relationship to Property (check one):

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

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

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

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

ADDRESS 430 Westchester Avenue

CITY/TOWN Bronx, NY

ZIP CODE 10455

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
430 Westchester Avenue			2294	32	1.2
599 Brook Avenue			2361	1	1.2
East 153rd Street (aka 626 Bergen Ave)			2361	25	0.5

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

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: La Central Phase I	BCP SITE NUMBER: C203086
NAME OF CURRENT APPLICANT(S): La Central Manager LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C203086-09-16	
EFFECTIVE DATE OF EXISTING AGREEMENT: 10/7/16	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Authorized Signatory</u>) of (entity <u>La Central Supportive LP</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>David Beer's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>10/6/17</u> Signature: <u>David Beer</u></p> <p>Print Name: <u>David Beer</u></p>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: La Central Phase I	BCP SITE NUMBER: C203086
NAME OF CURRENT APPLICANT(S): La Central Manager LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C203086-09-16	
EFFECTIVE DATE OF EXISTING AGREEMENT: 10/7/16	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Authorized Signatory</u>) of (entity <u>La Central Supportive HDFC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>David Beer's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>10/6/17</u> Signature: <u>David Beer</u></p> <p>Print Name: <u>David Beer</u></p>

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

Date: 9/29/2011 Signature: 

Print Name: Mary Serafy

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐ PARTICIPANT

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

☐ VOLUNTEER

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

Effective Date of the Original Agreement:

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Robert W. Schick, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE:_____ **LEAD OFFICE:**_____

PROJECT MANAGER:_____

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

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

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

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

Requestor Address, etc.

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

Representative Name, Address, etc.

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

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

SECTION IV**NEW REQUESTOR ELIGIBILITY INFORMATION**

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

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

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

Property Address

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

Tax Parcel Information

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

ATTACHMENT

VOLUNTEER CERTIFICATIONS OF NEW REQUESTORS

The Requestors are La Central Supportive Housing Development Fund Corporation (HDFC) and La Central Supportive LP (LP). La Central Supportive HDFC acquired bare legal title and La Central Supportive LP acquired a beneficial to Lot 25 of the BCP Site on June 29, 2017 pursuant to a Declaration of Interest and Nominee Agreement. All disposals of hazardous substances occurred prior to the date the Requestors acquired bare legal title or beneficial interest to Lot 25 of the BCP Site and do not have any affiliation with any responsible party. Since acquiring legal title or beneficial interest, the Requestors have exercised appropriate care by ensuring the requirements of the BCP have been implemented by the current applicant. Any liability of the HDFC and LP would arise solely as a result of their ownership or involvement with the redevelopment of the BCP Site subsequent to the disposal of hazardous substances and contaminants. As such, the HDFC and LP qualify as Volunteers as defined in ECL 27-1405(1)(b).

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 26, 2017.

Selected Entity Name: LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION

Selected Entity Status Information

Current Entity Name: LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION

DOS ID #: 4771725

Initial DOS Filing Date: JUNE 09, 2015

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

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

LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION
505 EIGHTH AVENUE
5TH FLOOR
NEW YORK, NEW YORK, 10018

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of

Entity Information

incorporation, however this information is not recorded
and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUN 09, 2015	Actual	LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION

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

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

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 26, 2017.

Selected Entity Name: LA CENTRAL SUPPORTIVE L.P.

Selected Entity Status Information

Current Entity Name: LA CENTRAL SUPPORTIVE L.P.

DOS ID #: 5099030

Initial DOS Filing Date: MARCH 09, 2017

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED PARTNERSHIP

Current Entity Status: ACTIVE

Selected Entity Address Information

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

LA CENTRAL SUPPORTIVE L.P.
505 EIGHTH AVENUE 5TH FLOOR
NEW YORK, NEW YORK, 10018

Registered Agent

NONE

*Stock Information

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

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 09, 2017	Actual	LA CENTRAL SUPPORTIVE L.P.

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

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

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September 8, 2017

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

Re: La Central Phase I, Bronx County, NY – Site # C203086

This letter is transmitting our Notification Form for a Transfer of Site Ownership for a portion of the La Central Phase I project and provides additional information on the purpose of forming a new entity to be the title owner for a parcel within the project.

As background, La Central Phase I will result in 3 new mixed-use buildings, known as Buildings A, B, and D. Each building will have a separate owner with its own tax lot number. At the time the site's Brownfield Cleanup Agreement was executed, the entire Phase I site was owned by the New York City Department of Housing Preservation and Development (HPD). While it was originally envisioned that all three buildings would go into construction at the same time, Breaking Ground's Building D on Block 2361, Lot 25 is the first building to have begun construction and the other two buildings are expected to start construction in 2018. In order to accommodate the construction lenders' requirements for the financing of the first new building, Breaking Ground was required to form new entities to hold fee title and beneficial interest in the new tax lot. As of June 29, 2017, La Central Supportive Housing Development Fund Corporation holds fee title to Lot 25 and La Central Supportive LP holds beneficial interest under a Nominee Agreement. Copies of the Nominee Agreement and deed have been enclosed with this letter.

The remainder of the Phase I site, consisting of Block 2361, Lot 1 and Block 2294, Lot 32, remains in the ownership of HPD and will be conveyed to newly formed special purpose entities upon closing of construction financing for Buildings A and B.

In addition to the change of use form, we are also submitting a request to amend the Brownfield Cleanup Agreement to reflect the new entities that have fee title and beneficial ownership.

Thank you for your consideration of this request and do not hesitate to contact me at dbeer@breakingground.org if you need additional information.

Sincerely,

David Beer
Vice President, La Central Supportive HDLC
Vice President, La Central Supportive LP

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**
Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. Site Name: La Central Phase I **DEC Site ID No.** C203086

II. Contact Information of Person Submitting Notification:

Name: David Beer
Address1: 505 Eighth Ave, 5th floor
Address2: New York, NY 10018
Phone: 212-389-9327 E-mail: dbeer@breakingground.org

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

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): Jun 29, 2017

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

The Requestors, La Central Supportive Housing Development Fund Corporation (HDFC) and La Central Supportive LP (LP) wish to be added to the BCA as volunteers to facilitate low-income housing financing. Pursuant to a Declaration of Interest and nominee agreement, the HDFC has acquired bare legal title and the LP is be the beneficial owner to the portion of the BCP site known as Lot 25.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____
(Signature) _____ (Date) _____

(Print Name)

Address1: _____
Address2: _____
Phone: _____ E-mail: _____

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: La Central Supportive Housing Development Fund Corporation (HDFC)
Address1: 505 Eighth Ave, 5th floor
Address2: New York, NY 10018
Phone: 212-389-9327 E-mail: dbeer@breakingground.org

Certifying Party Name: David Beer
Address1: 505 Eighth Ave, 5th floor
Address2: New York, NY 10018
Phone: 212-389-9327 E-mail: dbeer@breakingground.org

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:

David Beer
(Signature)

9/8/17
(Date)

David Beer

(Print Name)

Address1: 505 Eighth Ave, 5th floor

Address2: New York, NY 10018

Phone: 212-389-9327

E-mail: dbeer@breakingground.org

Continuation Sheet

☒ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: La Central Supportive, L.P.

Address1: 505 Eighth Ave, 5th floor

Address2: New York, NY 10018

Phone: 212-389-9327

E-mail: dbeer@breakingground.org

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____

E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____

E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____

E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____

E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address1: _____

Address2: _____

Phone: _____

E-mail: _____



Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

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

Section I

Description

Site Name

Official DEC site name.
(see <http://www.dec.ny.gov/cfm/externalapps/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

Section II

Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

Section III

Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV

Description

Description

For each change checked in Section III, describe the proposed change. Provide all applicable maps, drawings, and/or parcel information. If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site. Please attach additional sheets, if needed.

Section V Certification Statement

This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of all approved remedial work plans and reports.

Name	The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.
Address1	Owner or designated representative's street address or P.O. Box number.
Address2	Owner or designated representative's city, state and zip code.
Phone	Owner or designated representative's phone number.
E-Mail	Owner or designated representative's E-mail.

Section VI Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional owner/party information.

Name	Name of Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
Address1	Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Address2	City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Phone	Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
E-Mail	E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.

Certifying Party

Name Name of Certifying Party.

Address1 Certifying Party's street address or P.O. Box number.

Address2 Certifying Party's city, state and zip code.

Phone Certifying Party's Phone number.

E-Mail Certifying Party's E-mail address.

Section VII Agreement to Notify DEC After Property Transfer/Sale

This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>

Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.

Name Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.

Address1 Current owner's street address.

Address2 Current owner's city, state and zip code.

Notar

DEED

THE CITY OF NEW YORK

TO

LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION

PREMISES:

Borough: Bronx

County: Bronx

Block: 2361

Lot: 25

Address: 626 Bergen Avenue

RECORD AND RETURN TO:

Department of Housing Preservation
and Development
Office of Legal Affairs
100 Gold Street, Room 5-U10
New York, New York 10038

DEED ("Deed"), entered into as of the 29 day of June, 2017 by and between **THE CITY OF NEW YORK**, a municipal corporation formed pursuant to the laws of the State of New York, having its principal office at City Hall, New York, New York 10007 ("City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having its principal office at 100 Gold Street, New York, New York 10038 ("HPD"), as Grantor, **LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION**, a New York not for profit housing development fund corporation having its principal office at c/o Breaking Ground II Housing Development Fund Corporation, 505 8th Avenue, New York, NY 10018 ("Sponsor"), as Grantee.

WITNESSETH:

WHEREAS, the City is the owner of certain real property known as **626 Bergen Avenue, Bronx, New York** and designated as **Block 2361, Lot 25** on the Tax Map of the City of New York and more particularly described in Exhibit A annexed hereto (collectively, the "Disposition Area"); and

WHEREAS, the present condition of the Disposition Area tends to impair or arrest the sound growth and development of the City;

WHEREAS, the City desires to encourage the redevelopment of deteriorated City-owned properties and to promote the development of supportive housing; and

WHEREAS, the Disposition Area is eligible as a municipally-owned area to be conveyed and redeveloped pursuant to Article 16 of the General Municipal Law ("GML"); and

WHEREAS, in furtherance of the objectives of Article 16 of the GML, the City has undertaken programs for the clearance, replanning, reconstruction, and neighborhood rehabilitation of slum and blighted areas in the City; and

WHEREAS, in furtherance thereof, HPD (a) recommended that the designation of the Disposition Area as an Urban Development Action Area be waived pursuant to Section 693 of the GML; (b) prepared a project summary for the redevelopment of the Disposition Area as an Urban Development Action Area Project pursuant to Section 694 of the GML (the "Project") and (c) designated Sponsor as a qualified and eligible sponsor of the Project pursuant to Section 695 of the GML; and

WHEREAS, on September 14, 2016, by Resolution No. 1214, a copy of which is annexed hereto as Exhibit C and made a part hereof, the City Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of the Disposition Area tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) approved the designation of the Project Area as an urban development action area pursuant to Section 693 of the GML, and (iii) approved the Project as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on January 3, 2017, by the document annexed hereto as Exhibit C and made a part hereof, the Mayor, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) approved the designation of Sponsor as a qualified and eligible

sponsor pursuant to Section 695 of the GML, (ii) approved the sale of the Disposition Area by the City to Sponsor pursuant to Section 695 of the GML, and (iii) approved the form of Land Disposition Agreement to be entered into by the City; and

WHEREAS, in furtherance thereof, the City and Sponsor entered into a Land Disposition Agreement of even date herewith (the "LDA") pursuant to which the City shall sell the Disposition Area to Sponsor, which has entered into or shall simultaneously herewith enter into a declaration of interest and nominee agreement with LA CENTRAL SUPPORTIVE L.P. for redevelopment of the Disposition Area in accordance with the Project Summary, which redevelopment shall accomplish the construction and development of the Project; and

WHEREAS, the City and Sponsor are entering into a Regulatory Agreement of even date herewith (the "Regulatory Agreement") pursuant to which the Project shall be operated on the terms and conditions set forth therein.

NOW THEREFORE, the City, in consideration of the sum of ONE DOLLAR (\$1.00) paid by Sponsor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release the Disposition Area unto Sponsor, its successors and assigns forever, subject only to the restrictions set forth or referred to herein.

TO HAVE AND TO HOLD the Disposition Area herein granted unto Sponsor, its successors and assigns forever, as follows:

1. Conveyance.

A. Title. The City hereby conveys to Sponsor, and Sponsor accepts from the City, all right, title, and interest of the City in and to the Disposition Area, subject to, without limitation, the trust fund provisions of Section 13 of the Lien Law and all terms, covenants, and conditions of this Deed, the LDA and the Regulatory Agreement.

B. "As Is" Condition. Sponsor accepts the Disposition Area in its "as is" condition on the date of delivery of this Deed to Sponsor. The City has not made any representations regarding the condition of the Disposition Area and neither has nor had any obligation to undertake demolition, site clearance, or site preparation. The City neither warrants nor represents the surface and subsurface conditions of the Disposition Area, that such conditions will be suitable for the Project, or that the Disposition Area is or will be level to grade. Sponsor represents and warrants that it has inspected the Disposition Area and is fully familiar with its condition.

C. Development and Use of Disposition Area. Sponsor shall construct the Project on the Disposition Area in accordance with the LDA, shall devote the Disposition Area to the uses specified in the LDA and shall otherwise comply with the LDA and the Regulatory Agreement.

D. Condemnation. In the event of acquisition by the City, by condemnation or otherwise, of any part or portion of the Disposition Area (except for the portion of the Disposition Area containing a building as of the date of title closing) lying within the bed of any street, avenue, parkway, expressway, park, public way, or catchbasin, as shown on the present City Map, Sponsor shall only be entitled to the amount of One Dollar (\$1.00) as compensation for such acquisition by the City, and Sponsor shall not be entitled to compensation for any buildings or structures erected thereon after the date of sale within the lines of the street, avenue,

parkway, expressway, park, public way, or catchbasin so laid and acquired. This covenant shall be binding upon and run with the land and shall endure until the owner of the Disposition Area obtains a written release of this covenant executed by a Deputy Commissioner or a person designated by the Mayor who may in his/her sole discretion execute such releases if the City Map has already been changed so as to eliminate the lines of said street, avenue, parkway, expressway, park, public way or catchbasin from any part or portion of the Disposition Area. If the City Map has not been so changed, such officer may execute such a release after authorization by the Mayor. The owner shall pay such consideration for the release as such officer shall deem appropriate.

2. Revesting.

A. Revesting.

1. Default. Until the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the occurrence of any of the following shall constitute an event of default ("Default"):

- a. Failure to commence Construction on or before the Commencement Date;
- b. Failure to perform the Construction in accordance with the Approved Plans;
- c. Abandonment or substantial suspension of Construction after the Commencement Date and before the Completion Date;
- d. Failure to complete ninety five percent (95%) of the value of Construction in accordance with the Approved Plans, as such percentage and compliance are determined by HPD, on or before the Completion Date; and
- e. Any Prohibited Transfer without the prior written consent of HPD.

2. Cure.

- a. Upon the occurrence of any Default, HPD shall give written notice of such Default ("Default Notice") to Sponsor and to any Holder which has previously requested such Default Notice in writing.
- b. Sponsor and any Holder shall be permitted thirty (30) days from the date of any Default Notice ("Cure Period") to cure such Default to the satisfaction of HPD ("Cure").
- c. If HPD, in its sole discretion, determines in writing that the nature of the Default makes it impossible to complete a Cure within the Cure Period, Sponsor or any Holder shall be permitted to commence the Cure of such Default during the Cure Period and to thereafter diligently and continuously pursue the Cure of such Default until such Default shall be completely Cured; provided, however, that such Default shall be completely Cured not later

than ninety (90) days after the Completion Date ("Extended Cure Period").

- d. Any Default which is Cured within the Cure Period or, if applicable, any Extended Cure Period shall be deemed to be a Cured Default ("Cured Default"). Any Default which is not Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be an uncured Default ("Uncured Default").
- e. If, after the issuance of a Default Notice, such Default is Cured within the Cure Period or, if applicable, any Extended Cure Period, HPD shall issue, within thirty (30) days after receipt of a written request therefor by Sponsor or any Holder, a written notice ("Cure Notice") (i) certifying that such Default is a Cured Default, (ii) certifying that such Cured Default will not result in an exercise of the City's rights pursuant to this Section 2, and (iii) reserving the right of the City to exercise its rights pursuant to this Section 2 for any other or future Default; provided, however, that the failure to explicitly reserve any right in the Cure Notice shall not result in the waiver of any such right.
- f. In the event of any Uncured Default, the City may, at its sole option, exercise the City's rights pursuant to Section 2.A.3.

3. Revesting. If any Uncured Default shall occur prior to the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City may, subject to the laws of the State of New York, re-enter and take possession of the Disposition Area and terminate and revest in the City the estate conveyed to Sponsor, in which event all right, title, and interest of Sponsor in and to the Disposition Area shall revert to the City. Upon the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City's rights pursuant to this Section 2.A shall terminate. Upon the issuance of a Certificate of Completion for the Project pursuant to Section 201.B of the LDA, the City's right to revest the Project pursuant to this Section 2.A shall terminate.

4. Subordination. Any revesting of title in the City pursuant to the terms of this Deed shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage held by a Holder (as defined in the LDA) authorized by the LDA, or (ii) any rights or interests provided in the LDA for the protection of the Holder of such mortgage.

B. Surplus Money.

1. If title to the Disposition Area is revested in the City pursuant to this Section 2, and HPD thereafter determines to sell all or any portion of the Disposition Area, the proceeds thereof, if any, shall be retained by HPD.

2. Sponsor hereby assigns to HPD any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Disposition Area prior to the issuance of the Certificate of Completion for the Project.

C. Other Remedies. Notwithstanding any provisions of this Section 2 to the contrary, the remedies of the City pursuant to this Section 2 shall not be exclusive. With respect to any Default, the remedies of the City pursuant to this Section 2 shall be in addition to and concurrent with all other defenses, rights, and remedies which the City has, will have, or may have pursuant to this Deed, the LDA, or any other agreement between the City and Sponsor or under law, equity, or otherwise. With respect to any violation of the LDA which is not a Default, the City shall retain each and every defense, right, and remedy which the City has, will have, or may have pursuant to this Deed, the LDA, or any other agreement between the City and Sponsor or under law, equity, or otherwise.

3. No Transfer. Prior to issuance of a Certificate of Completion for the entire Project by the City pursuant to Section 201.B of the LDA, there shall be no transfer of title to the Disposition Area or change of ownership interest in Sponsor except in accordance with Article III and Section 109 of the LDA.

4. Non-Discrimination. Sponsor, by its acceptance and execution of this Deed, covenants and agrees, for and on behalf of itself, its successors and assigns, and every successor in interest to the Disposition Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the City and enforceable by the City against Sponsor and its successors and assigns to the fullest extent permitted by law and equity:

A. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting discrimination or segregation by reason of actual or perceived age, race, creed, religion, gender, sex, color, national origin, ancestry, sexual orientation, disability, marital, partnership or familial status, alienage or citizen status, lawful occupation, military status, because children are, may be or would be residing with such person or persons, or any other class protected from discrimination in housing accommodations by federal, state or local law (collectively, "Prohibited Distinctions") in the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.

B. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, is restricted upon the basis of any Prohibited Distinction.

C. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Section 4.A and Section 4.B in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.

5. Sponsor's Certification Pursuant to Section 695 of the GML. Sponsor hereby represents, warrants, and certifies, pursuant to Section 695 of the GML, that Sponsor is neither a former owner in fee nor the spouse of a former owner in fee of all or any part of the Disposition Area, or of any property acquired by the City through real property tax or other lien enforcement proceedings, nor is Sponsor a business entity substantially controlled by such a former owner, nor is Sponsor a successor in interest to any such former owner. If such representation, warranty, and certification by Sponsor is false in whole or in part, or if Sponsor

otherwise violates or has violated Section 695 of the GML, this Deed and the LDA shall be voidable by the City in accordance with Section 695 of the GML.

6. No Merger. Notwithstanding the specific recital in this Deed of certain of the covenants and agreements which are provided for in the LDA, the Regulatory Agreement or any Loan Documents, each and every covenant, term, provision, and condition contained in the LDA, the Regulatory Agreement or any Loan Documents shall survive this Deed and shall remain in full force and effect, and no covenant, term, provision, or condition contained in the LDA, the Regulatory Agreement or any Loan Documents shall in any event or in any respect be merged with this Deed.

7. Covenants Running With Land. The agreements and covenants set forth in this Deed shall run with the land and shall be binding to the fullest extent permitted by law and equity. Such covenants shall inure to the benefit of the City and shall bind and be enforceable against Sponsor and its successors and assigns and every successor in interest to the Disposition Area or any part thereof.

8. Severability. If any term or provision of this Deed shall be found to be void, voidable, or otherwise unenforceable, such term or provision shall be deemed severed from this Deed and shall have no further force or effect, and the remaining terms and provisions shall thereafter continue in full force and effect to accomplish the intent and purpose of this Deed to the fullest extent possible.

9. Waiver. To the extent permitted by law, Sponsor hereby waives any and all rights it may have, at law or equity, to challenge, modify, set aside, extinguish, enjoin enforcement of, or seek relief from any of the terms, conditions, covenants, restrictions, or agreements in this Deed.

10. Cross-Default. A default pursuant to the LDA, the Regulatory Agreement, or any other document between Sponsor and the City shall constitute a default pursuant to this Deed. .

11. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the LDA.


12. Program Compliance. Sponsor, its successors and assigns shall devote the Disposition Area to the uses specified in, and shall otherwise comply with, the LDA and Regulatory Agreement.

13. Compliance Audit – Petroleum Bulk Storage Regulations. Sponsor acknowledges that it has received a copy of the pamphlet issued by the New York State Department of Environmental Conservation dated January 6, 1997, entitled "*Compliance Audit -- Petroleum Bulk Storage Regulations -- 6 NYCRR 612-614.*"

[Signature page follows]

IN WITNESS WHEREOF, THE CITY OF NEW YORK, acting by its Mayor, has caused its corporate seal to be affixed hereto and duly attested and this Deed to be signed by its Commissioner of Housing Preservation and Development and Sponsor has caused this Deed to be signed as of the day and year first above written.

ATTEST




Michael McSweeney
City Clerk

Seal of the City of New York

THE CITY OF NEW YORK

By: DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

By:



Maria Torres-Springer, Commissioner

SPONSOR:

LA CENTRAL SUPPORTIVE HOUSING
DEVELOPMENT FUND CORPORATION

By:



Name: David Beer
Title: Vice President

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
UNTIL September 30, 2017

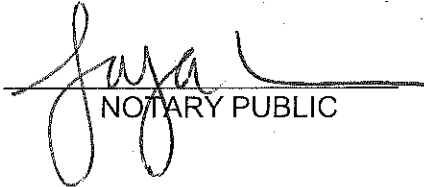
By: /s/ Steven Stein Cushman
Acting Corporation Counsel

COMMISSIONER ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 22 day of June in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared **MARIA TORRES-SPRINGER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

JOYA COHEN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CO06319177
Qualified in Kings County
My Commission Expires February 09, 2019



NOTARY PUBLIC

CITY CLERK ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 22 day of June in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL MCSWEENEY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


LILIA DWYER
Commissioner of Deeds
City of New York No. 3-7003
Certificate Filed in New York County
Commission Expires Feb. 01, 2018


NOTARY PUBLIC

SPONSOR ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 27th day of June in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID BEER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
BRIAN J SHEEHAN
Notary Public, State of New York
No. 01SH6096970
Qualified in New York County
Commission Expires 8/11/2019

EXHIBIT A

Property Description

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, designated on the Tax Map of the City of New York as of January 3, 2017 as:

Borough: Bronx

County: Bronx

Block: 2361

Lot: 25

Address: 626 Bergen Avenue (aka 620 Bergen Avenue)

EXHIBIT B

City Council Resolution

(next page)

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 1214**

Resolution approving the application submitted by the New York City Department of Housing Preservation and Development and the decision of the City Planning Commission, ULURP No. C 160268 HAX, approving the designation of properties located at Bergen Avenue and Westchester Avenue (Block 2361, Lots 1, 25, 26, and 50 and Block 2294, Lot 32), and 503 East 153 Street (Block 2363, Lot 1), Borough of the Bronx, as an Urban Development Action Area, approving an Urban Development Action Area Project, and approving the disposition of city-owned properties located at Bergen Avenue and Westchester Avenue (Block 2361, Lots 1, 25, 26, and 50 and Block 2294, Lot 32), and 503 East 153 Street (Block 2363, Lot 1) to a developer selected by HPD (L.U. No. 450; C 160268 HAX).

By Council Members Greenfield and Dickens

WHEREAS, the City Planning Commission filed with the Council on August 16, 2016 its decision dated August 15, 2016 (the "Decision"), on the application submitted by the New York City Department of Housing Preservation and Development ("HPD") pursuant to Section 197-c of the New York City Charter and Article 16 of the General Municipal Law of New York State regarding:

- a) the designation of properties located at Bergen Avenue and Westchester Avenue (Block 2361, Lots 1, 25, 26, and 50 and Block 2294, Lot 32), and 503 East 153 Street (Block 2363, Lot 1), as an Urban Development Action Area; as an Urban Development Action Area (the "Project Area");
- b) an Urban Development Action Area Project for the Area (the "Project"); and

pursuant to Section 197-c of the New York City Charter for the disposition of city-owned properties located at Bergen Avenue and Westchester Avenue (Block 2361, Lots 1, 25, 26, and 50 and Block 2294, Lot 32), and 503 East 153 Street (Block 2363, Lot 1), to a developer to be selected by HPD to facilitate development of five mixed-use buildings containing approximately 831 affordable dwelling units, 160 supportive housing units, commercial space and community facility space, Community District 1, Borough of the Bronx (ULURP No. C 160268 HAX) (the "Application");

WHEREAS, the Application is related to applications C 160267 ZMX (L.U. No. 448), an amendment to the Zoning Map, Section 6a, changing from an M1-1 and C4-4 to a C6-2 District; N 160269 ZRX (L.U. No. 449), a Zoning Text Amendment pursuant to Appendix F, to add the project area to the list and maps of Mandatory Inclusionary Housing Areas; C 160270 ZSX (L.U. No. 451), a Special Permit, pursuant to ZR Section 74-743(a)(1), to permit distribution of required open space within the Large Scale General Development without regard to zoning lot lines and pursuant to ZR Section 74-743(a)(2) to permit location of buildings without regard for applicable yard, court, and height regulations; and C 160271 ZSX (L.U. No. 452), a Special Permit, pursuant to ZR Section 74-

744(b), to permit residential and non-residential uses to be arranged on the second floor within building B without regard for the location regulations of ZR Section 32-42;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(1) of the City Charter;

WHEREAS, the Application and Decision are subject to review and action by the Council pursuant to Article 16 of the General Municipal Law of New York State;

WHEREAS, by letter dated August 22, 2016 and submitted to the Council on August 24, 2016, HPD submitted its requests (the "HPD Requests") respecting the Application including a project summary (the "Project Summary");

WHEREAS, upon due notice, the Council held a public hearing on the Application and Decision on September 7, 2016;

WHEREAS, the Council has considered the land use and financial implications and other policy issues relating to the Application;

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS"), for which a Notice of Completion was issued on July 29, 2016 (CEQR No. 15HPD041X);

RESOLVED:

Having considered the FEIS with respect to the Decision and Application, the Council finds that:

- (1) The FEIS meets the requirements of 6 N.Y.C.R.R. Part 617;
- (2) Consistent with social, economic, and other essential considerations, from among the reasonable alternatives available, the action is one which avoids or minimizes adverse environmental impacts to the maximum extent practicable; and
- (3) The adverse environmental impacts identified in the FEIS will be minimized or avoided to the maximum extent practicable by the placement of (E) designations for Hazardous Materials, Air Quality, and Noise, as well as through the provisions of Sections 81-624 and 81-691(a)(3) of the Zoning Resolution, which form part of the action; and

- (4) The Decision together with the FEIS constitutes the written statement of facts, and of social, economic and other factors and standards, that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Section 197-d of the New York City Charter, based on the environmental determination and the consideration described in the report (C 160268 HAX) and incorporated by reference herein, the Council approves the Decision of the City Planning Commission and the HPD Requests.

The Council finds that the present status of the Disposition Area tends to impair or arrest the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council approves the designation of the Disposition Area as an urban development action area pursuant to Section 693 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law.

The Project shall be developed in a manner consistent with the Project Summary submitted by HPD on August 24, 2016, a copy of which is attached hereto and made a part hereof.

The Council approves the disposition of Bergen Avenue and Westchester Avenue (Block 2361, Lots 1, 25, 26, and 50 and Block 2294, Lot 32), and 503 East 153 Street (Block 2363, Lot 1), to a developer selected by the New York City Department of Housing Preservation and Development.

Adopted.

Office of the City Clerk,)
The City of New York,) ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on September 14, 2016, on file in this office.

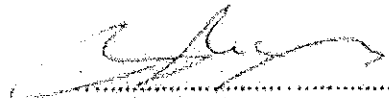

City Clerk, Clerk of The Council

EXHIBIT C

Mayoral Approval Document

(next page)

THE MAYOR
CITY OF NEW YORK

December 21, 2016

Cal. No. 1

WHEREAS, the Department of Housing Preservation and Development ("HPD") of the City of New York ("City") has proposed to the Council the sale of certain City-owned real property located in the Borough of Bronx, City and State of New York, known as:

Block
2361

Lot
25

on the Tax Map of the City and as La Central in the Supportive Housing Loan Program ("Disposition Area"); and

WHEREAS, the Council, pursuant to Article 16 of the General Municipal Law, has held a public hearing upon due notice and has (i) approved the designation of the Disposition Area as an Urban Development Action Area, and (ii) approved the proposed project ("Project") as an Urban Development Action Area Project; and

WHEREAS, the City Planning Commission duly filed with the Council and the affected Borough President its approval (Report No. C 160268 HAX, dated August 16, 2016) of the use and disposition of the Disposition Area in conformity with the land use review procedures required by Sections 197-c and 197-d of the Charter, which have been adhered to; and

WHEREAS, the action of the City Planning Commission has been approved or deemed approved by the Council pursuant to Section 197-d of the Charter; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Part 617 of Volume 6 of the Codes, Rules and Regulations of the State of New York, Chapter 5 of Title 62 of the Rules of the City of New York, and Mayoral Executive Order No. 91 of August 24, 1977, as amended, HPD has prepared an Environmental Impact Statement which has been duly considered by the Mayor; and

WHEREAS, HPD has designated La Central Supportive Housing Development Fund Corporation ("Sponsor") as a qualified and eligible sponsor; and

WHEREAS, it is anticipated that the Project to be developed by Sponsor will contain approximately 160 dwelling units, plus one unit for a superintendent, and on-site supportive services; and

WHEREAS, a proposed agreement ("Land Disposition Agreement") between the City and Sponsor providing for the sale of the Disposition Area to Sponsor at the nominal price of One Dollar per tax lot ("Disposition Price") and setting forth the terms and conditions for the development of the Disposition Area has been submitted to the Mayor; and

WHEREAS, the Mayor has held a public hearing upon due notice published in The City Record, as required by Section 1802(6)(j) of the Charter, and in a newspaper of general circulation in New York City, as required by Section 695(2)(b) of the General Municipal Law; and

WHEREAS as certified below, a duly noticed public hearing in the matter of the disposition, pursuant to Section 1802(6)(j) of the Charter, was held and closed by the Mayor on December 21, 2016 (Cal. No. 1). At such public hearing, no amendments were made and no testimony was offered. The relevant portion of the calendar is annexed hereto.

CERTIFICATION by the Mayor's Office Of Contract Services/Public Hearings Unit of the actions at and final disposition of the Real Property Public Hearing held on December 21, 2016 (Cal. No. 1).

Jaqueline Solay Mayor January 3, 2017
NAME TITLE DATE

NOW, THEREFORE:

1. The Mayor hereby approves the designation of Sponsor as a qualified and eligible sponsor.
2. The Mayor hereby authorizes and approves the sale of the Disposition Area at the Disposition Price by negotiated sale, without public auction or sealed bids.
3. The Mayor hereby approves the Land Disposition Agreement in substantially the form submitted and authorizes the subordination of the Land Disposition Agreement to the lien of mortgages securing loans financing the Project.
4. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute a Land Disposition Agreement in substantially the form submitted, when approved as to form by the Corporation Counsel, and directs the City Clerk or acting City Clerk to attest the same and to affix the seal of the City thereto.
5. The Mayor hereby authorizes the City, as more particularly described in the Land Disposition Agreement, to indemnify Sponsor and its successors or assigns, holders of mortgages securing loans financing the Project and their successors or assigns, and title companies against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.
6. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute and deliver to Sponsor, or to an affiliate or successor of Sponsor controlled by the same principal(s) that controlled Sponsor, a deed of conveyance of title to the Disposition Area, when approved as to form by the Corporation Counsel, at the Disposition Price, without public auction or sealed bids, and upon the terms and conditions contained in the Land Disposition Agreement, and directs the City Clerk or acting City Clerk to attest said deed and to affix the seal of the City thereto.

Date: January 3, 2017

By: [Signature]

Victor Olds, General Counsel
Mayor's Office of Contract Services

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

N/A EAST 153 STREET

Street Address Unit/Apt.

BRONX

Borough

New York,

2361

Block

25

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me

this _____ day of _____ 20____

Sworn to before me

this _____ day of _____ 20____

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX BLOCK: 2361 LOT: 25
- (2) Property Address: N/A EAST 153 STREET, BRONX, NY 00000
- (3) Owner's Name: LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT
- Additional Name: _____

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: _____

Signature: *Danny Brown* Date (mm/dd/yyyy) _____

Name and Title of Person Signing for Owner, if applicable: _____



Department of
Housing Preservation
& Development
nyc.gov/hpd

THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT

County of New York) SS.:

State of New York)

LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT, being duly sworn, deposes and says:

- 1) I am personally familiar with the real property known by the street address of (insert street address):
N/A EAST 153 STREET Block 2361, Lot 25,
and make this Affidavit as (describe capacity in which affidavit is made) GRANTEE
in connection with a deed/lease/memorandum of lease (delete inapplicable description) which transfers an
interest in the above real property, that is dated 6/29/2017, and is
between THE CITY OF NEW YORK and LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT.
- 2) The statements made in the Affidavit are true of my own knowledge, and I submit this Affidavit in order that this Instrument be accepted for recording without being accompanied by a registration statement, as such is defined by Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York.
- 3) Exemption from registration is claimed because the Instrument affects neither (a) an entire multiple dwelling as such is defined by §27-2004(a)(7) of Article 1 of Subchapter 1, of Chapter 2 of Title 27 of the Administrative Code of the City of New York and New York State Multiple Dwelling Law §4(7) nor (b) a private dwelling as such is defined by §27-2004 (a) (4) of Article 1 of Subchapter 1 of Chapter 2 of Title 27 of the Administrative Code of the City of New York and of the New York State Multiple Dwelling Law §4(6) that is required to register pursuant to, Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York. The Instrument does not affect a multiple dwelling because it affects the following (check applicable item):
 - ☐ a commercial building
 - ☐ a one-or two family dwelling whose owner or a family member resides in the dwelling
 - ☐ a condominium unit in a multiple dwelling
 - ☐ cooperative corporation shares relating to a single residential unit in a multiple dwelling
 - ☐ mineral, gas, water, air or other similar rights not affecting a multiple dwelling
 - ☐ lease of commercial space in a multiple dwelling
 - ☒ vacant land
- 4) I am aware that this Affidavit is required by law to be submitted in order that the Instrument be recorded or accepted for recording without being accompanied by a registration statement. I am aware that any false statements made in this Affidavit may be punishable as a felony or misdemeanor under Penal Law Article 210 or as an offense under Administrative Code of the City of New York §10-154.

Sworn To Before Me This

27th Day of JUNE 2017

Notary Public

BRIAN J SHEEHAN

Notary Public, State of New York
No. 01SH6096970

Qualified in New York County
Commission Expires 8/11/2019

Signature

Address FUND CORPORATION 505 EIGHTH AVENUE, 5TH

Telephone # 999-999-9999



Printed on paper containing 30% post-consumer material.

2017062300498101

REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

▲ DO NOT WRITE IN THIS SPACE ▲
FOR OFFICE USE ONLY

GRANTOR

● Name **THE CITY OF NEW YORK**

● Grantor is a(n): ☐ individual ☐ partnership ☐ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☒ other: **MUNICIPAL CORPORATION** Telephone Number

● Permanent mailing address after transfer (number and street) **DEPT. OF HOUSING PRESERVATION AND DEVELOPMENT 100 GOLD STREET**

● City and State **NEW YORK, NY** Zip Code **10038**

● Single member's name if grantor is a single member LLC

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

GRANTEE

● Name **LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT**

● Grantee is a(n): ☐ individual ☐ partnership ☒ corporation ☐ single member LLC ☐ multiple member LLC (see instructions) ☐ other Telephone Number

● Permanent mailing address after transfer (number and street) **FUND CORPORATION 505 EIGHTH AVENUE, 5TH FLOOR**

● City and State **NEW YORK, NY** Zip Code **10018**

● Single member's name if grantee is a single member LLC

SOCIAL SECURITY NUMBER

OR

EMPLOYER IDENTIFICATION NUMBER

SINGLE MEMBER EIN OR SSN

PROPERTY LOCATION

LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED

Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	Assessed Value of Property
N/A EAST 153 STREET		BRONX	2361	25	0	1	466,200.00

● DATE OF TRANSFER TO GRANTEE: **6/29/2017**

● PERCENTAGE OF INTEREST TRANSFERRED: **100** %

CONDITION OF TRANSFER. See Instructions

● Check (✓) all of the conditions that apply and fill out the appropriate schedules of this return. Additionally, Schedules 1 and 2 must be completed for all transfers.

- | | |
|---|---|
| <p>a. <input checked="" type="checkbox"/> Arms length transfer</p> <p>b. <input type="checkbox"/> Transfer in exercise of option to purchase</p> <p>c. <input type="checkbox"/> Transfer from cooperative sponsor to cooperative corporation</p> <p>d. <input type="checkbox"/> Transfer by referee or receiver (complete Schedule A)</p> <p>e. <input type="checkbox"/> Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I)</p> <p>f. <input type="checkbox"/> Deed in lieu of foreclosure (complete Schedule C)</p> <p>g. <input type="checkbox"/> Transfer pursuant to liquidation of an entity (complete Schedule D)</p> <p>h. <input type="checkbox"/> Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E)</p> <p>i. <input type="checkbox"/> Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)</p> <p>j. <input type="checkbox"/> Gift transfer not subject to indebtedness</p> <p>k. <input type="checkbox"/> Gift transfer subject to indebtedness</p> <p>l. <input type="checkbox"/> Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F)</p> <p>m. <input type="checkbox"/> Transfer to a governmental body</p> <p>n. <input type="checkbox"/> Correction deed</p> | <p>o. <input type="checkbox"/> Transfer by or to a tax exempt organization (complete Schedule G)</p> <p>p. <input type="checkbox"/> Transfer of property partly within and partly without NYC</p> <p>q. <input type="checkbox"/> Transfer of successful bid pursuant to foreclosure</p> <p>r. <input type="checkbox"/> Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security</p> <p>s. <input type="checkbox"/> Transfer wholly or partly exempt as a mere change of identity or form of ownership. (Complete Schedule M)</p> <p>t. <input type="checkbox"/> Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R)</p> <p>u. <input type="checkbox"/> Other transfer in connection with financing (describe): _____</p> <p>v. <input type="checkbox"/> A grant or assignment of a leasehold interest in a tax-free NY area</p> <p>w. <input type="checkbox"/> Transfer to an HDFC or an entity controlled by an HDFC. (Complete Schedule L)</p> <p>x. <input type="checkbox"/> Reserved</p> <p>y. <input type="checkbox"/> Reserved</p> <p>z. <input type="checkbox"/> Other (describe)</p> |
|---|---|

● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)																														
a. <input type="checkbox"/> 1-3 family house b. <input type="checkbox"/> Individual residential condominium unit c. <input type="checkbox"/> Individual cooperative apartment d. <input type="checkbox"/> Commercial condominium unit e. <input type="checkbox"/> Commercial cooperative f. <input type="checkbox"/> Apartment building g. <input type="checkbox"/> Office building h. <input type="checkbox"/> Industrial building i. <input type="checkbox"/> Utility j. <input checked="" type="checkbox"/> OTHER. (describe): <u>NON-RESIDENTIAL VACANT LAND</u>	Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:80%; text-align: left;">REC.</th> <th style="width:10%; text-align: right;">NON REC.</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td><input checked="" type="checkbox"/> Fee.....</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>b.</td> <td><input type="checkbox"/> Leasehold Grant</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>c.</td> <td><input type="checkbox"/> Leasehold Assignment or Surrender</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>d.</td> <td><input type="checkbox"/> Easement</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>e.</td> <td><input type="checkbox"/> Subterranean Rights</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>f.</td> <td><input type="checkbox"/> Development Rights</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>g.</td> <td><input type="checkbox"/> Stock</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>h.</td> <td><input type="checkbox"/> Partnership Interest</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td>i.</td> <td><input type="checkbox"/> OTHER. (describe):</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> </tbody> </table>		REC.	NON REC.	a.	<input checked="" type="checkbox"/> Fee.....	<input type="checkbox"/>	b.	<input type="checkbox"/> Leasehold Grant	<input type="checkbox"/>	c.	<input type="checkbox"/> Leasehold Assignment or Surrender	<input type="checkbox"/>	d.	<input type="checkbox"/> Easement	<input type="checkbox"/>	e.	<input type="checkbox"/> Subterranean Rights	<input type="checkbox"/>	f.	<input type="checkbox"/> Development Rights	<input type="checkbox"/>	g.	<input type="checkbox"/> Stock	<input type="checkbox"/>	h.	<input type="checkbox"/> Partnership Interest	<input type="checkbox"/>	i.	<input type="checkbox"/> OTHER. (describe):	<input type="checkbox"/>
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h.	<input type="checkbox"/> Partnership Interest	<input type="checkbox"/>																													
i.	<input type="checkbox"/> OTHER. (describe):	<input type="checkbox"/>																													

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 12.
 ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash.....	● 1.	1	00
2. Purchase money mortgage.....	● 2.	0	00
3. Unpaid principal of pre-existing mortgage(s).....	● 3.	0	00
4. Accrued interest on pre-existing mortgage(s).....	● 4.	0	00
5. Accrued real estate taxes.....	● 5.	0	00
6. Amounts of other liens on property.....	● 6.	0	00
7. Value of shares of stock or of partnership interest received.....	● 7.	0	00
8. Value of real or personal property received in exchange.....	● 8.	0	00
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee.....	● 9.	0	00
10. Other (describe):	● 10.	0	00
11. TOTAL CONSIDERATION (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions).....	● 11.	\$	1 00

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX

A. Payment	Pay amount shown on line 15 - See Instructions	Payment Enclosed	
1. Total Consideration (from line 11, above).....	● 1.	1	00
2. Excludable liens (see instructions).....	● 2.	0	00
3. Consideration (line 1 less line 2).....	● 3.	1	00
4. Tax Rate (see instructions).....	● 4.	0	%
5. HDFC Exemption (see Schedule L, line 15)	● 5.	0	00
6. Consideration less HDFC Exemption (line 3 less line 5)	● 6.	1	00
7. Percentage change in beneficial ownership (see instructions)	● 7.	100	%
8. Taxable consideration (multiply line 6 by line 7).....	● 8.	1	00
9. Tax (multiply line 8 by line 4).....	● 9.	0	00
10. Credit (see instructions).....	● 10.	0	00
11. Transfer tax previously paid (see Schedule L, line 18).....	● 11.	0	00
12. Tax due (line 9 less line 10 and 11) (if the result is negative, enter zero).....	● 12.	0	00
13. Interest (see instructions).....	● 13.	0	00
14. Penalty (see instructions).....	● 14.	0	00
15. Total Tax Due (add lines 12, 13 and 14).....	● 15.	\$	0 00

GRANTOR'S ATTORNEY ▼

Name of Attorney JOYA COHEN		Telephone Number (212) 863-5992	
Address (number and street) NYC DEPT. OF HPD 100 GOLD STREET, ROOM 5-U10		City and State NEW YORK, NY	Zip Code 10038
EMPLOYER IDENTIFICATION NUMBER	<input type="text"/> - <input type="text"/>	OR	SOCIAL SECURITY NUMBER
			<input type="text"/> - <input type="text"/> - <input type="text"/>

GRANTEE'S ATTORNEY ▼

Name of Attorney HIRSCHEN SINGER & EPSTEIN LLP		Telephone Number (212) 598-3240	
Address (number and street) 902 BROADWAY, 13TH FLOOR		City and State NEW YORK, NY	Zip Code 10010
EMPLOYER IDENTIFICATION NUMBER	<input type="text"/> - <input type="text"/>	OR	SOCIAL SECURITY NUMBER
			<input type="text"/> - <input type="text"/> - <input type="text"/>

CERTIFICATION ▼

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR

Sworn to and subscribed to

before me on this 27th dayof JUNE, 2017

13-6400434

EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBER

THE CITY OF NEW YORK

Name of Grantor

Joya Cohen
Signature of Grantor

GRANTEE

Sworn to and subscribed to

before me on this 27th dayof JUNE, 2017

61-1792872

EMPLOYER IDENTIFICATION NUMBER OR
SOCIAL SECURITY NUMBERLA CENTRAL
SUPPORTIVE HOUSING
DEVELOPMENT

Name of Grantee

Brian J Sheehan
Signature of Notary

BRIAN J SHEEHAN
Notary Public, State of New York
No. 01SH6096970
Qualified in New York County
Commission Expires 8/11/2019

Daniel M...
Signature of Grantee

Brian J Sheehan
Signature of Notary
BRIAN J SHEEHAN
Notary Public, State of New York
No. 01SH6096970
Qualified in New York County
Commission Expires 8/11/2019

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book C4. Page

OR

C5. CRFN



RP - 5217NYC

1. Property Location	N/A	EAST 153 STREET	BRONX	00000
	STREET NUMBER	STREET NAME	BOROUGH	ZIP CODE

2. Buyer Name	LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

3. Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)	
	LAST NAME / COMPANY	FIRST NAME
STREET NUMBER AND STREET NAME		
CITY OR TOWN		STATE
		ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

4B, Agricultural District Notice - N/A for NYC

5. Deed
Property
Size

FRONT FEET X DEPTH OR ACRES

6. Ownership Type is Condominium

7. New Construction on Vacant Land

8. Seller Name	THE CITY OF NEW YORK	
	LAST NAME / COMPANY	FIRST NAME
	LAST NAME / COMPANY	FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A	<input type="checkbox"/>	One Family Residential	C	<input type="checkbox"/>	Residential Vacant Land	E	<input type="checkbox"/>	Commercial	G	<input type="checkbox"/>	Entertainment / Amusement	I	<input type="checkbox"/>	Industrial
B	<input type="checkbox"/>	2 or 3 Family Residential	D	<input checked="" type="checkbox"/>	Non-Residential Vacant Land	F	<input type="checkbox"/>	Apartment	H	<input type="checkbox"/>	Community Service	J	<input type="checkbox"/>	Public Service

10. Sale Contract Date 6 / 29 / 2017
Month / Day / Year

11. Date of Sale / Transfer 6 / 29 / 2017
Month Day Year

12. Full Sale Price \$

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A	<input type="checkbox"/>	Sale Between Relatives or Former Relatives
B	<input type="checkbox"/>	Sale Between Related Companies or Partners in Business
C	<input type="checkbox"/>	One of the Buyers is also a Seller
D	<input type="checkbox"/>	Buyer or Seller is Government Agency or Lending Institution
E	<input type="checkbox"/>	Deed Type <u>not</u> Warranty or Bargain and Sale (Specify Below)
F	<input type="checkbox"/>	Sale of Fractional or Less than Fee Interest (Specify Below)
G	<input type="checkbox"/>	Significant Change in Property Between Taxable Status and Sale Dates
H	<input type="checkbox"/>	Sale of Business is Included in Sale Price
I	<input type="checkbox"/>	Other Unusual Factors Affecting Sale Price (Specify Below)
J	<input checked="" type="checkbox"/>	None

15. Building Class V, 9

16. Total Assessed Value (of all parcels in transfer) 4 6 6 2 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BRONX 2361 25. || ||

CERTIFICATION

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

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE *Darius M...* DATE
FUND CORPORATION 505 EIGHTH AVENUE, 5TH FLOOR

LAST NAME FIRST NAME

STREET NUMBER STREET NAME (AFTER SALE)

AREA CODE TELEPHONE NUMBER

NEW YORK

SELLER

NY

10018

CITY OR TOWN

STATE

ZIP CODE

SELLER SIGNATURE

DATE

Jaya L *10/29/17*
Jaya Cohen Attorney



**Combined Real Estate
Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor)		Social security number	
	THE CITY OF NEW YORK			
	Mailing address DEPT. OF HOUSING PRESERVATION AND DEVELOPMENT 100 GOLD STREET		Social security number	
	City NEW YORK	State NY	ZIP code 10038	Federal EIN 13 6400434
	Single member's name if grantor is a single member LLC (see instructions)		Single member EIN or SSN	
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee)		Social security number	
	LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT			
	Mailing address FUND CORPORATION 505 EIGHTH AVENUE, 5TH FLOOR		Social security number	
	City NEW YORK	State NY	ZIP code 10018	Federal EIN 61 1792872
	Single member's name if grantee is a single member LLC (see instructions)		Single member EIN or SSN	

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
2 - 2361 - 25	650000	N/A EAST 153 STREET	NEW YORK	BRONX

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>6</td> <td>29</td> <td>2017</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	6	29	2017	month	day	year	Percentage of real property conveyed which is residential real property <u>0.00</u> % (see instructions)
6	29		2017						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply) f.

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

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

201706230049830101

Schedule B — Real estate transfer tax return (Tax Law, Article 31)**Part I — Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	1	00
2.	0	00
3.	1	00
4.	0	00
5.	0	00
6.	0	00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	1	00
2.	0	00
3.	0	00

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d ☐
- e. Conveyance is given in connection with a tax sale e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

201706230049830101

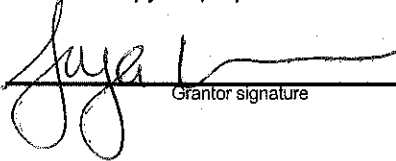
Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

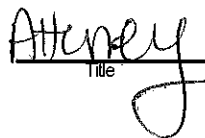
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

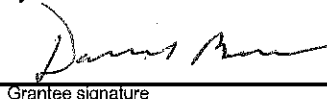
The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.



Grantor signature



Title



Grantee signature

Title

Grantor signature

Title

Grantee signature

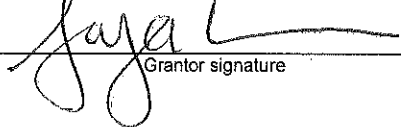
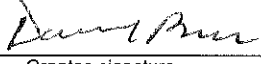
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

2017062300498301

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	6/29/17 _____ Title	 _____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

In the Matter of the Mortgage and Related Documents :
Executed by :

LA CENTRAL SUPPORTIVE L.P.

and

**LA CENTRAL SUPPORTIVE HOUSING
DEVELOPMENT FUND CORPORATION :**

to

**NEW YORK STATE HOUSING FINANCE
AGENCY**

**AFFIDAVIT IN SUPPORT OF
EXEMPTION FROM
MORTGAGE RECORDING
TAX AND CLERK'S FEES**

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

GERRALD ELLIS, being duly sworn, deposes and says that:

1. I am an Associate Counsel of the New York State Housing Finance Agency ("Agency"), and am duly authorized to make this affidavit on behalf of said Agency.

2. The Agency is a corporate governmental agency constituting a public benefit corporation of the State of New York (the "State"), created by Article III of the Private Housing Finance Law ("PHFL"), constituting Chapter 44-B of the Consolidated Laws of the State of New York, as amended (the "Act").

3. The Agency is empowered by the Act to make mortgage loans to the owners of certain projects with respect to which the Agency finds that portions are to be occupied by persons or families of low income.

4. In connection with a housing project known as La Central Supportive Housing Residence ("Project"), the Agency made a mortgage loan ("Loan") La Central Supportive L.P. ("Beneficial Mortgagor") and La Central Supportive Housing Development Fund Corporation ("Nominal Mortgagor" and together with Beneficial Mortgagor, "Mortgagor") in the initial aggregate principal amount of \$33,130,000, which Loan is secured by a Mortgage, Assignment of Leases and Rents and Security Agreement from Mortgagor, dated as of June 29, 2017 ("Mortgage"), covering certain property located at 626 Bergen Avenue in the County of The Bronx, New York ("Premises"), as more fully described therein, and which Mortgage is intended to be recorded in the Office of the New York City Register, Bronx County (the "Register's Office").

5. In connection with the making of the Loan and the Subsidy Loan (defined herein), the Agency and the Beneficial Mortgagor have entered into a Building Loan and Project Loan Agreement, dated as of June 29, 2017 ("Loan Agreement"), which Loan Agreement is intended to be filed in the Bronx County Clerk's Office (the "County Clerk's Office").

6. Simultaneously herewith, in connection with the Project, the Agency has made a loan ("Subsidy Loan") to the Mortgagor in the initial aggregate principal amount of \$11,600,000, which Subsidy Loan is secured by a mortgage, dated as of June 29, 2017 ("Subsidy Mortgage"), and which Subsidy Mortgage shall be recorded in the Register's Office, the lien of which Subsidy Mortgage shall be subordinate to the lien of the Mortgage.

7. In connection with the making of the Loan, a Notice of Lending, dated as of June 29, 2017, is intended to be filed in the County Clerk's Office, and, in connection with the making of the Subsidy Loan, a Notice of Lending, dated as of June 29, 2017, is intended to be filed in the County Clerk's Office (collectively, "Notices of Lending").

8. In connection with the making of the Loan and the Subsidy Loan, the Agency and Mortgagor have entered into a Regulatory Agreement, dated as of June 29, 2017 ("Regulatory Agreement"), which contains restrictions that run with the land concerning the use of the Project situated on the Premises, which Regulatory Agreement is intended to be recorded in the Register's Office.

9. Pursuant to Section 53 of the PHFL, property of the Agency, its income and operations, shall at all times be free from taxation.

10. The Mortgage, Loan Agreement, Regulatory Agreement, Subsidy Mortgage, and Notices of Lending (collectively, the "Documents") are to be recorded or filed as an operation of the Agency and such recordation and/or filing(s) are not subject to the mortgage recording tax imposed by Article XI of the Tax Law of the State of New York because each Document is being recorded by the Agency, or its designated agent, as a public benefit corporation specifically exempted therefrom pursuant to Section 53 of the PHFL.

11. Pursuant to Section 8017(a) of the New York Civil Practice Law and Rules, the Documents are also exempt from any clerk's fees for filing, recording or indexing any paper or document or for furnishing a transcript, certification or copy of any paper or document.

12. UCC Financing Statements ("UCCs") relating to the Mortgage and Subsidy Mortgage are to be duly filed and/or recorded in the New York Department of State, Uniform Commercial Code Unit and Register's Office, and are not subject to Article XI of the Tax Law and are exempt from fees for filing pursuant to Section 8017(a) of the New York Civil Practice Law and Rules.

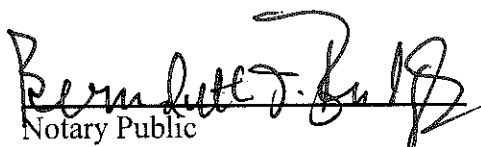
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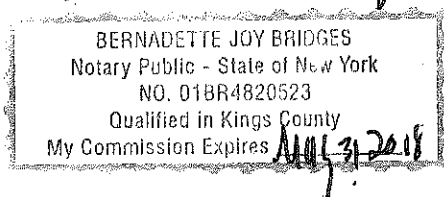
WHEREFORE, it is respectfully requested that the Register's Office record and/or file the Documents without demand for payment of fees or payment of the mortgage recording tax and that the New York Department of State, Uniform Commercial Code Unit, and the Register's Office accept the UCCs for filing without demand for payment of filing fees.



Gerrald Ellis

Sworn to before me this 27th day
of June, 2017.


Notary Public



DECLARATION OF INTEREST AND NOMINEE AGREEMENT

Declaration of Interest and Nominee Agreement (the "Agreement") by and between **LA CENTRAL SUPPORTIVE HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation with an office at 505 Eighth Avenue, 5th Floor, New York, New York 10018 (the "HDFC"), and **LA CENTRAL SUPPORTIVE L.P.**, New York limited partnership with an office at 505 Eighth Avenue, 5th Floor, New York, New York 10018 (the "PARTNERSHIP"), dated as of the 29th day of June, 2017 (the "Agreement").

WHEREAS, the HDFC is the owner of the title to a certain plot, piece or parcel of real property, lying and being in the County of Bronx, New York, Block 2361, Lot 25 on the Tax Map of the City of New York, Bronx County, more commonly known by the street address 626 Bergen Avenue, Bronx, New York, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property") on which the HDFC and the PARTNERSHIP propose to assemble, develop, construct, own, operate and manage a multifamily residential building consisting of approximately one hundred and sixty one (161) rental apartments with approximately 4,500 square feet of community service facility space and accessory parking (the "Project"); and

WHEREAS, by this Agreement the HDFC, transfers all beneficial and equitable interest in, to and with respect to the Project to the PARTNERSHIP; and

WHEREAS, the HDFC and the PARTNERSHIP desire that notwithstanding the transfer of all beneficial interest in, to and with respect to the Project (as hereinafter defined), record title shall remain in the HDFC; and

WHEREAS, the PARTNERSHIP and HDFC desire that all beneficial and equitable interest in, to and with respect to the Project be transferred and held by the PARTNERSHIP with legal title to the Project remaining in the HDFC in accordance with the terms of this Agreement; and

WHEREAS, the PARTNERSHIP and the HDFC agree that the HDFC will hold legal title to the Project solely as nominee on behalf of the PARTNERSHIP in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the adequacy of which are hereby acknowledged, the parties hereto jointly and severally covenant and agree as follows:

1. Until such time as the PARTNERSHIP shall elect, record title to the Project shall be held by the HDFC, as the nominee, for and on behalf of the PARTNERSHIP, it being understood that the beneficial ownership of the Project from the date hereof and at all times in the future, shall be vested in the PARTNERSHIP, and its successors and assigns, and the HDFC does not, and shall not have, any personal or beneficial interest of any kind in the Project. The PARTNERSHIP shall, at all times, have all the benefits, rights, approval, burdens and immunities accruing with respect to the Project. The HDFC further acknowledges that the PARTNERSHIP has furnished all of the consideration for acquiring and developing the Project,

including the assumption of obligations for financing the total development of the Project, and all of the rents, issues and profits of the Project, or any portion thereof shall at all times be the property of the PARTNERSHIP. The HDFC warrants and represents that it has acquired good and marketable title to the Project subject only to those covenants, easements, restrictions and encumbrances of record, approved by the PARTNERSHIP, and set forth in the title insurance policy (the "Title Policy") issued by Commonwealth Land Title Insurance Company (the "Title Company") to the HDFC and the PARTNERSHIP as of the date hereof ("Permitted Encumbrances"). The HDFC agrees to warrant and defend title against any and all claims whatsoever, subject only to the Permitted Encumbrances and at the PARTNERSHIP'S demand, the HDFC agrees to convey title to the Project to the PARTNERSHIP or to any other party designated by the PARTNERSHIP, at any time, by bargain and sale deed, subject only to the Permitted Encumbrances.

2. The HDFC has notified or will notify all interested third parties that pursuant to this Agreement the HDFC is acting solely as nominee of the PARTNERSHIP with respect to the Project. The HDFC shall provide the PARTNERSHIP with evidence of such notification reasonably satisfactory to the PARTNERSHIP. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the project as nominee of the PARTNERSHIP.

3. The equitable interest in the Project shall accrue to the PARTNERSHIP in a manner satisfactory to the PARTNERSHIP.

4. The HDFC is acting and shall act solely as an agent on behalf of the PARTNERSHIP, as principal, in all acts with respect to the Project. The HDFC shall not do any act with respect to the Project without the prior written consent of the PARTNERSHIP which may be withheld in the sole and absolute discretion of the PARTNERSHIP.

5. So long as the HDFC shall hold record title to the Project:

a. any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Project, shall be promptly delivered to the PARTNERSHIP;

b. all benefits, including any proceeds of title insurance received pursuant to the Title Policy issued by the Title Company accruing with respect to the Project shall belong to the PARTNERSHIP, and if received by the HDFC, shall be turned over to the PARTNERSHIP promptly upon receipt;

c. the HDFC shall not do or suffer to be done, any act or omission with respect to the Project, or the record title thereto, or convey or encumber the same, in any way, except as directed by the PARTNERSHIP, its successors and assigns;

d. the HDFC shall comply with all directions which may be given to it by the PARTNERSHIP with respect to the Project; provided, however, that the HDFC shall not be required to take any action as provided in this Agreement unless furnished with sufficient funds by the PARTNERSHIP therefor;

e. the PARTNERSHIP shall be deemed an insured for purposes of the Title Policy and entitled to all proceeds of title insurance recoverable pursuant to same;

f. the HDFC shall maintain itself as a single purpose entity and shall not hold title to any property other than the Property (in each case, other than any partnership interests in the PARTNERSHIP); and

g. the HDFC shall not admit any new members or permit the withdrawal of any members of the HDFC without the prior written consent of the PARTNERSHIP.

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

a. So long as the HDFC shall hold legal title in the Project, the HDFC shall not have any right to possess or control the Project and the PARTNERSHIP shall have:

- (i) complete and exclusive possession and control of the Project;
- (ii) an unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;
- (iii) an unconditional right to receive all economic benefits associated with the Project, including the right to retain all of the net proceeds from any sale or refinancing of the Project;
- (iv) an unconditional obligation to keep the Project in good condition and repair;
- (v) an unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project as may be required by the partners of the PARTNERSHIP and/or any mortgage lenders with respect to the Project;
- (vi) an unconditional obligation to pay all taxes levied on, and assessments made with respect to, the Project;
- (vii) an unconditional obligation to pay for all of the capital investment in the Project; and
- (viii) an unconditional obligation to pay for all maintenance and operating costs in connection with the Project.

b. The PARTNERSHIP is the “owner”, as that term is defined in Section 2 of the New York Lien Law, of the Premises and the HDFC is not in any respects an “owner” of the Project for federal tax purposes under the New York Lien Law and the PARTNERSHIP is the “owner” of the Project for federal tax purposes;

c. The HDFC is not, and shall not be, entitled to receive any proceeds of any loan documents and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any loan documents;

d. The HDFC shall have no power, right and/or authority to transfer, encumber, lien, and/or create or grant any rights and/or interests in or to all or any portion of the Project and/or any part or parts thereof, without the consent of the PARTNERSHIP, and any transfer, encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action or inaction of the HDFC in connection with the Project and/or any part or parts thereof without the express consent of the PARTNERSHIP, shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the PARTNERSHIP;

e. Upon the written demand of any of the PARTNERSHIP, the HDFC shall immediately execute and record in the appropriate land records a quitclaim deed of the Project to the PARTNERSHIP or to any other person or entity designated by the PARTNERSHIP and in connection with the execution and recordation of any such quitclaim deed, the HDFC hereby unconditionally and unequivocally constitutes and appoints the PARTNERSHIP to be its lawful and true agent and attorney-in-fact, with full power of substitution to either separately or jointly execute and record any such quitclaim deed on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC. The HDFC authorizes any third party to rely on the aforesaid power of attorney granted in the previous sentence and hereby waives and releases any claim or claims the HDFC may have against such third party in so relying on such power of attorney;

f. Neither this Agreement, nor any terms, provisions, and/or conditions of this Agreement can be modified, waived, terminated and/or revoked;

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

h. The PARTNERSHIP and the HDFC each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement;

i. Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement

conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the PARTNERSHIP and/or the HDFC is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Project and/or any part or parts thereof;

j. Any and all notices, demands and other communication made by either the PARTNERSHIP or the HDFC to the other part shall be in writing and shall simultaneously be sent by hand, by mail (certified, return receipt requested) or by nationally recognized overnight courier to the addresses first set forth above, with copies to:

New York City Department of
Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attn: Commissioner, with a copy to General Counsel

Wells Fargo Affordable Housing Community Development Corporation
301 South College Street, 17th Floor
Charlotte, North Carolina 28288
Attention: Director of Tax Credit Asset Management

Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Jeffrey Nixon

New York State Housing Finance Agency
641 Lexington Avenue, 4th Floor
New York, New York 10022
Attn: General Counsel

With a copy to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Oliver G. Chase, Esq.

With a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Philip C. Spahn, Esq.

7. The PARTNERSHIP shall have all equitable and beneficial ownership of the Project for all purposes (including, federal tax purposes) and shall have all rights related thereto including, but not limited to, the right to claim depreciation deductions with respect to any depreciable property comprising a part of the Project, the right to receive an allocation of federal low income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the right to receive all proceeds from the Project, including rents and other moneys from any mortgage loans, pledges, sales, or other dispositions of the Project. In addition thereto, it shall be in the sole and absolute discretion of the PARTNERSHIP to assign, encumber, transfer or sell the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and at the request of the PARTNERSHIP, the HDFC shall cooperate with the PARTNERSHIP and execute any and all documents required by the PARTNERSHIP in connection with the assignment, encumbrance, transfer or sale of the Project or any portion thereof or interest therein, or any right or indicia of ownership in connection therewith. In furtherance of the foregoing, and without limitation, the HDFC shall transfer and convey the Project, by bargain and sale deed, subject only to the Permitted Encumbrances.

8. The PARTNERSHIP shall have all management authority and control over the Project, with respect to, but not by way of limitation, construction and development of the Project, performance and enforcement of all leases, agreements with regard to the sale of the Project or otherwise, and any covenants concerning the Project.

9. The HDFC covenants and agrees to perform all acts reasonably requested by the PARTNERSHIP in regard to or arising from the ownership, management and operation of the Project.

10. This Agreement may not be amended or revoked except by written instrument duly executed by each of the parties hereto.

11. This Agreement shall be construed in accordance with the laws of the State of New York.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. All communications given pursuant to this Agreement shall be in writing and sent by certified or registered mail, return receipt requested, or by reputable overnight courier, and addressed to the parties at their addresses set forth above.

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

15. This Agreement may not be amended or revoked except by written instrument duly executed by each of the parties hereto. The PARTNERSHIP and the HDFC hereby irrevocably submit to the non-exclusive jurisdiction of any New York State or Federal court sitting in The City of New York over any suit, action or proceeding arising out of or relating to this Agreement, and the PARTNERSHIP and the HDFC hereby agree and consent

that, in addition to any methods of service of process provided for under applicable law, all of service of process in any such suit, action or proceeding in any New York State or Federal court sitting in the City of New York may be made by certified or registered mail, return receipt requested, directed to the PARTNERSHIP and the HDFC at the address indicated in the captioned agreement, and service so made shall become complete five (5) days after the same shall have been so mailed.

16. Both the PARTNERSHIP and the HDFC hereby, knowingly, voluntarily, intentionally, expressly and unconditionally waive, in connection with any suit, action or proceeding, arising out of, under or in connection with this Agreement, any and every right either or both of them may have to **A TRIAL BY JURY**.

17. The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of the Wells Fargo Affordable Housing Community Development Corporation or an affiliate thereof as the limited partner of the PARTNERSHIP pursuant to the amended and restated agreement of limited partnership of the PARTNERSHIP.


[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.


LA CENTRAL SUPPORTIVE, L.P.

By: La Central Supportive Housing LLC, its
general partner

By: La Central Housing Development Fund
Corporation, its managing member

By: 
Name: David Beer
Title: Vice President

**LA CENTRAL HOUSING DEVELOPMENT
FUND CORPORATION**

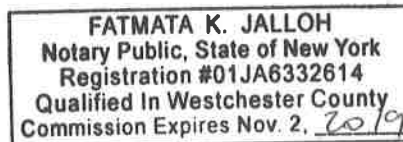
By: 
Name: David Beer
Title: Vice President

State of New York)
)ss:
County of New York)

On the 27th day of June in the year 2017 before me, the undersigned, a Notary public in and for said State, personally appeared DAVID BEER, 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/this 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



SCHEDULE A

METES & BOUNDS DESCRIPTION

LOT 25, BLOCK 2361
BOROUGH & COUNTY OF BRONX
CITY & STATE OF NEW YORK

BEGINNING AT A POINT ON THE EASTERLY SIDE OF BERGEN AVENUE (50 FEET WIDE) SAID POINT BEING ON A LINE DIVIDING LOT 25 AND LOT 50, BLOCK 2361, SAID POINT BEING DISTANT SOUTH 21 DEGREES – 21 MINUTES – 54 SECONDS WEST, A DISTANCE OF 245.56 FEET FROM A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY SIDE OF BERGEN AVENUE WITH THE SOUTHERLY SIDE OF GROVE STREET (50 FEET WIDE) FROM SAID BEGINNING POINT RUNNING, THENCE;

1. ALONG A LINE DIVIDING LOTS 25 AND 50, BLOCK 2361, SOUTH 77 DEGREES – 38 MINUTES – 06 SECONDS EAST, A DISTANCE OF 67.18 FEET TO A POINT, THENCE;
2. ALONG A LINE DIVIDING LOTS 25 AND 26, BLOCK 2361, SOUTH 05 DEGREES – 23 MINUTES – 48 SECONDS EAST, A DISTANCE OF 232.70 FEET TO AN X-CUT, THENCE;
3. ALONG A LINE DIVIDING LOTS 1 AND 25, BLOCK 2361, NORTH 77 DEGREES – 38 MINUTES – 06 SECONDS WEST, A DISTANCE OF 138.17 FEET TO A PK NAIL IN SAID EASTERLY SIDE OF BERGEN AVENUE, THENCE;
4. ALONG SAID EASTERLY SIDE OF BERGEN AVENUE, NORTH 12 DEGREES – 21 MINUTES – 54 SECONDS EAST, A DISTANCE OF 221.60 FEET TO THE POINT AND PLACE OF BEGINNING.

ALL BLOCK AND LOT REFERENCES HEREIN ARE TO THE TAX MAP FOR BLOCK 2361 IN BRONX COUNTY BEARING AN EFFECTIVE DATE OF 1/23/2015.

CONTAINING 22,756 SQUARE FEET OR 0.5224 ACRES

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

**LA CENTRAL SUPPORTIVE
HOUSING DEVELOPMENT FUND CORPORATION**

AND

LA CENTRAL SUPPORTIVE L.P.

Block 2361, Lot 25
Bronx, New York

Record and Return to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Oliver G. Chase, Esq.