



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

Other (explain in detail below)

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

This Brownfield Cleanup Agreement Amendment application is being submitted to reflect Applicant Willow Owner LLC's beneficial interest in the Site. Applicant HP Willow Housing Development Fund Company Inc .remains the fee owner of the Site.

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

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

Section I. Current Agreement Information			
BCP SITE NAME: 767 East 133rd Street		BCP SITE NUMBER: C203123	
NAME OF CURRENT APPLICANT(S): Markland 745 LLC, Willow Owner LLC & HP Willow Housing Development Fund Company, Inc.			
INDEX NUMBER OF AGREEMENT: C203123-06-19		DATE OF ORIGINAL AGREEMENT: 7/19/2019	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>3. Describe Requestor's Relationship to Existing Applicant:</p>			

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

OWNER'S NAME (if different from requestor) Willow Owner LLC (Beneficial Owner)

ADDRESS c/o Jcal Development Group LLC 55 Bruckner Boulevard

CITY/TOWN Bronx

ZIP CODE 10454

PHONE 718-993-2940

FAX

E-MAIL josh@jcaldevelopment.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

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

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

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

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

3. TOTAL REVISED SITE ACREAGE: _____

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
From ECL 27-1405(31):	
<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: 767 East 133rd Street	BCP SITE NUMBER: C203123
NAME OF CURRENT APPLICANT(S): Markland 745 LLC, Willow Owner LLC & HP Willow Housing Development Fund Company, Inc.	
INDEX NUMBER OF AGREEMENT: C203123-06-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 7/19/2019	

Declaration of Amendment:

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

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

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

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 Markland 745 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. Adi Altmark's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 2/22/22 Signature: 

Print Name: Adi Altmark

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

PARTICIPANT

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

VOLUNTEER

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

Effective Date of the Original Agreement: 7/19/2019

Signature by the Department:

DATED: 7/15/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Juglielmi

~~Susan Edwards, P.E., Acting Director~~
Division of Environmental Remediation

Site Code:

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 Willow Owner 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. Joshua Weissman's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 2/24/2022 Signature: _____

Print Name: Joshua Weissman

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 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.
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Effective Date of the Original Agreement: 7/19/2019

Signature by the Department:

DATED: 7/15/2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Andrew Guglielmi*

~~Susan Edwards, P.E., Acting Director~~
Division of Environmental Remediation

Site Code:

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 Vice President (title) of HP Willow Housing Development Fund Company, Inc. (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. Esther Toporovsky signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 2/25/2022 Signature: 

Print Name: Esther Toporovsky

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.
NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 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.
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Effective Date of the Original Agreement: 7/19/2019

Signature by the Department:

DATED: 7/15/2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Andrew Guglielmi*

~~Susan Edwards, P.E., Acting~~ Director
Division of Environmental Remediation

Site Code:

SUBMITTAL REQUIREMENTS:

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

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

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

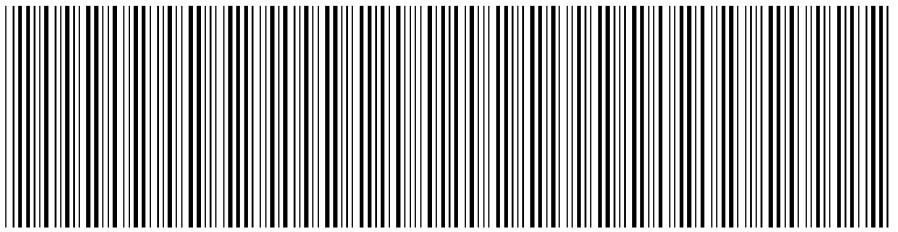
FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2021071200549001

Document Date: 06-30-2021

Preparation Date: 07-20-2021

Document Type: DEED

Document Page Count: 3

PRESENTER:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNY54634B
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

RETURN TO:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNY54634B
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2562	49	Entire Lot	750 EAST 134 STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

MARKLAND 745 LLC
C/O: THE ALTMARK GROUP, 2447 3RD AVENUE
BRONX, NY 10451

GRANTEE/BUYER:

HP WILLOW HOUSING DEVELOPMENT FUND
COMPANY, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 42,250.00

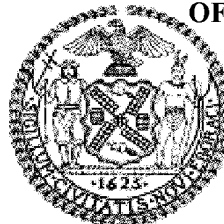
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-20-2021 12:36

City Register File No.(CRFN):

2021000277404



Annette McMill

City Register Official Signature

**BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

THIS INDENTURE, dated as of June 30, 2021, among Markland 745 LLC, a New York limited liability company having an address at c/o The Altmark Group, 2447 3rd Avenue, Bronx, New York 10451 (“**Grantor**”), and HP Willow Housing Development Fund Company, Inc., a New York not-for-profit corporation, having an address at 253 West 35th Street, 3rd Floor, New York, NY 10001 (“**Grantee**”).

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant and release unto Grantee, and the heirs or successors and assignees of Grantee, all that certain plot, piece or parcel of land, with the buildings and improvements located thereon erected, situate, lying and being in the County of Bronx and State of New York, as more particularly bounded and described in **Exhibit A** attached hereto and made a part hereof (the “**Land**”);

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

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises;


TO HAVE AND TO HOLD the premises herein granted unto Grantee, and the heirs, successors and assigns of Grantee, forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of same for any other purpose.

[Remainder of the page is intentionally left blank]


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

GRANTOR:
Markland 745 LLC

By: 
Name: Adi Altmark
Title: Authorized Signatory

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

On the 28 day of June in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Adi Altmark, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of individual taking acknowledgement

JACK GINGOLD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GI6207823
Qualified in Westchester County
My Commission Expires 06-15-2025

ULTIMATE ABSTRACT OF NEW YORK, INC.

as Agent for
Stewart Title Insurance Company

SCHEDULE A - DESCRIPTION

EXHIBIT A

New Lot: 49 f/k/a Lot Nos. 49, 56, 58 and 60

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

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF EAST 134TH STREET WITH THE WESTERLY SIDE OF WILLOW AVENUE;

RUNNING THENCE WESTERLY AND ALONG THE SAID SOUTHERLY SIDE OF EAST 134TH STREET, A DISTANCE OF 104.00 FEET TO A POINT;

THENCE SOUTHERLY AND PARALLEL WITH WILLOW AVENUE, A DISTANCE OF 106.66 FEET, TO A POINT DISTANT 100.00 FEET NORTHERLY FROM THE NORTHERLY SIDE OF EAST 133RD STREET, AS MEASURED ALONG A LINE DRAWN PARALLEL WITH WILLOW AVENUE;

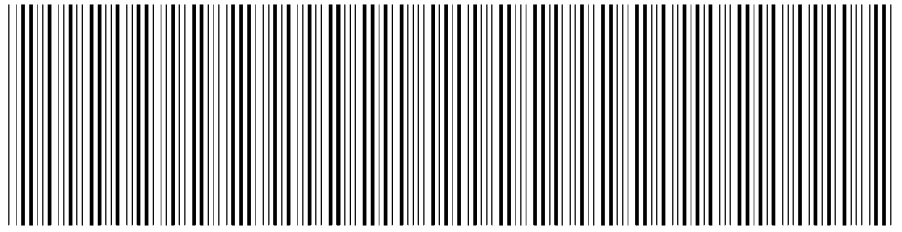
THENCE EASTERLY AND PARALLEL WITH EAST 133RD STREET, 8.33 FEET;

THENCE SOUTHERLY AGAIN PARALLEL WITH WILLOW AVENUE, 100.00 FEET TO THE NORTHERLY SIDE OF EAST 133RD STREET;

THENCE EASTERLY AND ALONG THE NORTHERLY SIDE OF EAST 133RD STREET, 95.67 FEET TO THE WESTERLY SIDE OF WILLOW AVENUE;

THENCE NORTHERLY ALONG THE WESTERLY SIDE OF WILLOW AVENUE, 206.54 FEET TO THE POINT OR PLACE OF BEGINNING.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2021071200549001
Document Type: DEED

Document Date: 06-30-2021

Preparation Date: 07-20-2021

ASSOCIATED TAX FORM ID: 2021060200320

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

1
3
2



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: 2562 LOT: 49
- (2) Property Address: 750 EAST 134 STREET, BRONX, NY 10454
- (3) Owner's Name: HP WILLOW HOUSING DEVELOPMENT FUND COMPANY, INC.
- 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: _____ Date (mm/dd/yyyy)

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

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 750 EAST 134 STREET BRONX 10454
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name HP WILLOW HOUSING DEVELOPMENT FUND COMPANY, INC.
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 # of Parcels OR Part of a Parcel
 4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 5. Deed Property Size FRONT FEET X DEPT: OR ACRES
 Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

8. Seller Name MARKLAND 745 LLC
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 One Family Residential C Residential Vacant Land E Commercial G Entertainment / Amusement I Industrial
 B 2 or 3 Family Residential D Non-Residential Vacant Land F Apartment H Community Service J Public Service

SALE INFORMATION

10. Sale Contract Date 5 / 5 / 2021
Month Day Year
 11. Date of Sale / Transfer 6 / 30 / 2021
Month Day Year
 12. Full Sale Price \$ 6,500,000
(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 Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type **not** Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is Included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class E, 9 16. Total Assessed Value (of all parcels in transfer) 2,056,500
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BRONX 2562 49

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

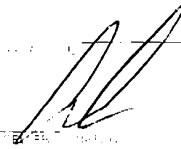
BUYER'S ATTORNEY

253 WEST 35TH STREET, 3RD FLOOR

NEW YORK

NY

10001



SELLER

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 <i>By: [Signature]</i>		DATE	LAST NAME	FIRST NAME
253 WEST 35TH STREET, 3RD FLOOR				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
	NY	10001		

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

State of New York }
County of Bronx } 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

750 EAST 134 STREET

Street Address Unit/Apt.

BRONX
Borough

New York,

2562
Block

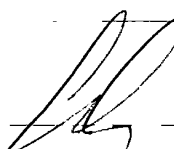
49
Lot

(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)



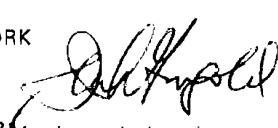
Signature of Grantor

Name of Grantee (Type or Print)

Signature of Grantee

Sworn to before me
this 18 day of JUNE 2021

Sworn to before me
this _____ day of _____ 20____

JACK GINGOLD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GI6207823
Qualified in Westchester County

My Commission Expires 06/15/2025

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.

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

State of New York }
County of Bronx: } 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

750 EAST 134 STREET

Street Address Unit/Apt.

BRONX
Borough

New York,

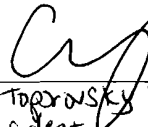
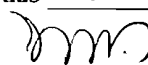
2562
Block

49
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).

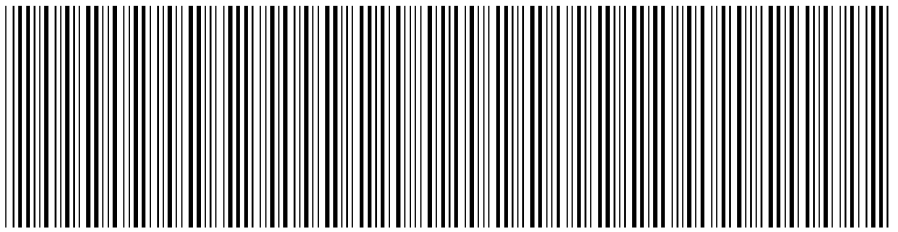
Name of Grantor (Type or Print)	HP Willow Housing Development Fund Company, Inc. Name of Grantee (Type or Print)
Signature of Grantor	By:  Esther Toprowsky, vice President Signature of Grantee
Sworn to before me this _____ day of _____ 20____	Sworn to before me this <u>29th</u> day of <u>June</u> 20 <u>21</u> 
	MILEIKA BETHANCOURT Notary Public, State of New York No. 01BE6220876 Qualified in Kings County Commission Expires April 19, 2022

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.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 17

Document ID: 2021071200549002

Document Date: 06-30-2021

Preparation Date: 07-20-2021

Document Type: SUNDRY AGREEMENT

Document Page Count: 16

PRESENTER:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNY54634B
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

RETURN TO:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNY54634B
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2562	49	Entire Lot	750 EAST 134 STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

HP WILLOW HOUSING DEVELOPMENT FUND
COMPANY, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

PARTY 2:

WILLOW OWNER LLC
C/O: JCAL DEVELOPMENT GROUP, 55 BRUCKNER
BOULEVARD
BRONX, NY 10454

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 117.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-20-2021 12:36

City Register File No.(CRFN):

2021000277405



Annette McMill

City Register Official Signature

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this “Agreement”) is made this 30th day of June, 2021, by and between **HP WILLOW HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York (“Article XI”) and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 253 West 35th Street, 3rd Floor, New York, New York 10001 (the “HDFC”), and **WILLOW OWNER LLC**, a New York limited liability company, having its office at c/o JCAL Development Group, 55 Bruckner Blvd., Bronx, New York 10454 (the “Company”).

WITNESSETH:

WHEREAS, a fee interest in the premises described in Schedule “A” annexed hereto and made a part hereof (the “Property”) is being acquired this day by the HDFC solely as nominee legal or record title holder on behalf of the Company, as beneficial and equitable owner of the Property, for the development thereon of a residential rental project consisting of approximately one hundred thirty-three (133) residential apartment units (collectively, the “Project”) in accordance with Article XI; and

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

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

WHEREAS, after the date hereof, the Company and the HDFC, as co-declarants, intend to subject the Property to a condominium regime (the “Condominium”) pursuant to a Declaration of Condominium, which shall be comprised of three (3) condominium units containing residential rental apartments for individuals and families of low and moderate income, one (1) superintendent’s unit and retail space as follows: (i) a condominium unit consisting of approximately seventy-three (73) residential apartment units in the Project that will be reserved for low-income residents which are income and rent-restricted and otherwise qualifying for the low-income housing tax credits and the common elements appurtenant thereto (the “LIHTC A Unit”), (ii) a condominium unit consisting of approximately fifty-nine (59) residential apartment units, which shall be rented to moderate-income persons and families, one (1) superintendent’s unit and the common elements appurtenant thereto (the “LIHTC B Unit”) and (iii) a condominium unit consisting of approximately 9,754 square feet of commercial space (the “Retail Unit”); and

WHEREAS, upon formation of the Condominium, the HDFC shall retain nominal record title to each of the LIHTC A Unit, LIHTC B Unit and the Retail Unit; and

WHEREAS, upon formation of the Condominium, the equitable and beneficial interest of each of the LIHTC A Unit, LIHTC B Unit and the Retail Unit shall thereafter be held by the Company; and

WHEREAS, the HDFC and the Company desire that (i) until the formation of the Condominium, as evidenced by recording of that certain condominium declaration for the Project, all beneficial and equitable interest in, to and with respect to the Project, be transferred and held by the Company with legal title to the Project remaining in the HDFC in accordance with the terms of this Agreement and (ii) upon formation of the Condominium, as evidenced by recording of that certain Declaration of Condominium for the Project, (x) all beneficial and equitable interest in, to and with respect to the LIHTC A Unit, LIHTC B Unit and the Retail Unit will be held by the Company; and

WHEREAS, a portion of the acquisition and development of the Project will be financed by certain loans made or to be made to the Company (the "Loans"); and

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing;

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

1. The Recitals above are integrated herein as if set forth at length. The HDFC's acquisition and holding of legal or record fee title of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of the Company. Although the HDFC will hold legal or record title to the Property such title shall only be as nominal legal or record titleholder on behalf of the Company. As a result, the parties hereby acknowledge and agree that the Company possesses all of the equitable and beneficial interest in the Property, and will possess all the equitable and beneficial interest in the Project, such that the Company, and not the HDFC shall have an:

(a) unconditional obligation to bear all economic risk of depreciation and diminution in value of the Property and the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

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

(c) unconditional obligation to keep the Property and the Project in good condition and repair;

(d) unconditional and exclusive right to the possession of the Property and the Project;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of the Company and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC, NYC Partnership Housing Development Fund Company, Inc. (“NYCP”), and Housing Partnership Development Corporation (“HPDC”) as named or additional insureds;

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

(g) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(h) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(i) unconditional obligation to pay for all development, financing, maintenance and operating costs in connection with the Property and the Project;

(j) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns, including but not limited to 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 New York State low income housing tax credits under Article 2-A of the New York State Public Housing Law;
;

(k) unconditional right to develop residential and non-residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation, regulation and management of the Property and the Project, as such documents may be amended from time to time (the “Project Documents”);

(l) unconditional and exclusive right to enter into, and/or to have the HDFC’s full cooperation in entering into, easement agreements and to grant any and all easements in connection with the development and operation of the Property and the Project, provided that such easements do not violate the Project Documents;

(m) unconditional obligation to bear the economic risk of loss under the Loans and the Company shall be responsible for any obligation for the repayment of principal and interest imposed on the HDFC under any of the documents in connection with the Loans; and

(n) unconditional and exclusive right to make all decisions to exercise all rights and to perform all obligations as declarant and/or unit owner pursuant to any condominium declaration and by-laws to which the Property and Project is subject.

2. The HDFC hereby agrees at the direction of Company to execute any and all documents necessary to grant any governmental entity or financial institution or institutions making Loans to the Company a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents required to be executed by the HDFC in connection with the financing and development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, provided further that the HDFC shall not be obligated to execute any such documents that would violate the provisions of Article XI and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC in its capacity as the legal or record title owner of the Property.

3. A. The Company shall fully protect, defend, indemnify, and hold the HDFC, NYCP, HPDC, and each of their members, directors, employees and officers (singularly an "Indemnified Party" and collectively, "Indemnified Parties") harmless from and against any and all liabilities, obligations, claims, losses, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses of counsel selected by the HDFC, NYCP, and/or HPDC) whether incurred in disputes, both litigated and non-litigated, with the Company or with any third parties arising out of or in any way relating to (a) acquisition and ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project and/or the Project Documents, (c) the use or occupancy of the Project or (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising from the willful misconduct or gross negligence of the HDFC or Indemnified Parties (collectively, "Claims"). The foregoing indemnification shall include, but shall not be limited to the Company's primary obligation to defend all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Company to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; and/or (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause.

B. The Company shall, to the fullest extent permitted by law, protect, defend, indemnify and save an Indemnified Party harmless from and against all liabilities, losses, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation, attorneys' fees and expenses of counsel selected by the HDFC, NYCP, and/or HPDC, whether incurred in litigation with the Company or with any third parties), imposed upon or incurred by or asserted against an Indemnified Party by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any

Hazardous Materials on, from or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except if arising out of the willful misconduct or gross negligence of the HDFC or any Indemnified Party. The Company's obligations and liabilities under this section shall survive any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

C. In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section 3, the Company shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Company and reasonably acceptable to the HDFC (provided that there is no conflict of interest, or if waived, counsel retained by any insurer shall be deemed acceptable by the Indemnified Party), and shall assume the payment of all expenses related thereto. In the event that (i) the insurance company or the Company fails to retain counsel for such action or proceeding upon an Indemnified Party's request or (ii) the HDFC concludes in good faith that a conflict of interest exists, the HDFC shall have the right, to employ separate counsel in defense of any such action or proceeding and participate in the investigation and defense thereof, and the Company shall pay all reasonable fees and expenses of such separate counsel.

This Section 3 shall survive the expiration, amendment and restatement or termination of this Agreement.

4. The HDFC agrees that all proceeds of any insurance policies and condemnation proceeds received by it, which relate to its ownership of the Property shall be received in its capacity as nominee of the Company and shall be immediately deposited in the Company's name in the Company's accounts, including, but not limited to, liability, property, casualty and title insurance proceeds.

5. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Company, to execute and deliver to the Company a deed in proper recordable form transferring and conveying to the Company all of the HDFC's right, title and interest in and to the Property. The HDFC hereby unconditionally and unequivocally constitutes and appoints the

Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such deed and any other documents or instruments required to convey the Property 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, delivered and recorded by the HDFC on the following conditions: (i) the Company shall advise the HDFC of the need to execute such documents on not less than ten (10) business days' notice; and (ii) should the HDFC fail to comply with the Company's request based upon a failure to respond to the Company within such ten (10) business days' notice of such request, the Company shall then have the right to execute all such documents in the name and on behalf of the HDFC as if the HDFC were the party executing the same. The parties agree that the HDFC's failure to comply with the provisions of this Section 5 shall cause irreparable harm to the Company for which no adequate remedy at law will be available and, in addition to any other available remedies, the Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section 5. Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deeds or other documents which violate the Project Documents, the Not-for-Profit Corporation Law of the State of New York, Article XI of the Private Housing Finance Law of the State of New York and/or the HDFC's Certificate of Incorporation and by-laws.

6. (a) The Company acknowledges and agrees that the HDFC's Certificate of Incorporation (the "HDFC COI") prohibits the HDFC from causing or permitting any vacant dwelling unit in the Project, with the exception of one superintendent's unit, to be rented to, subleased to, or occupied by, anyone other than a Person of Low Income. "Person Of Low Income" shall mean a household which, on the date of its initial occupancy, has an Annual Income that does not exceed the lesser of 165% of AMI or such lower income as may be required at any time pursuant to an agreement with the City of New York, by and through its Department of Housing Preservation and Development ("HPD") or with any other governmental agency or instrumentality. The Company expressly represents, warrants, and covenants that it shall not cause or permit any leasing, subleasing, or occupation of any dwelling unit in the Project which violates the provisions of the HDFC COI cited in this Section 6. The Company shall fully protect, defend, indemnify, and hold an Indemnified Party harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses of counsel selected by the HDFC, NYCP, and/or HPDC) whether incurred in disputes, both litigated and non-litigated, with the Company or with any third parties arising out of or in any way relating to any failure of the Company to comply with this Section 6. If the HDFC determines that the use of the Property does not comply with the HDFC COI, applicable regulatory agreements or the Project Documents, the HDFC shall have the right to convey the Property to the Company or the Company's designee for nominal consideration at the Company's expense in the same state of title as exists as of the date hereof and shall return all reports, information and documents, relating to the Property and Project to the Company and this Agreement shall be terminated and of no further force and effect, except however to the extent there is any change in the condition of title as a result of liens, judgments or assessments that accrue or vest between the date hereof up to and including the date of the reconveyance of title to the Company or the Company's Designee, the HDFC shall be not be liable for or in any way obligated to satisfy such liens, judgments or assessments or restore title to its condition on the date hereof, unless the change in condition came about through the willful

misconduct or gross negligence of the HDFC or any Indemnified Party. Notwithstanding the above, any transfer by the HDFC shall be in compliance with the Project Documents.

(b) The Company expressly represents, warrants, and covenants that it shall not cause or permit any leasing, subleasing, or occupation of any dwelling unit in the Project which violates the provisions of the HDFC COI cited in this Section 6. The Company shall fully protect, defend, indemnify, and hold the Indemnified Party harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation, attorneys' fees and expenses of counsel selected by the HDFC, NYCP, and/or HPDC) whether incurred in disputes, both litigated and non-litigated, with the Company or with any third parties arising out of or in any way relating to any failure of the Company to comply with this Section 6.

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

(a) So long as the HDFC shall hold legal title to the Property, the Company shall have complete and exclusive possession and control of the Property and the HDFC shall not have any right to possess or control the Property;

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

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the Company and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans, low income housing tax credits, or any grant or funds received in connection with the Project, including but not limited to proceeds received under the New York State Energy Research and Development Authority and proceeds received pursuant to the New York City Voluntary Cleanup Program;

(d) Except as expressly provided in Section 2 and Section 6 hereof, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Company;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the

HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon Company;

(f) The HDFC shall, at the Company's request and at the Company's sole cost and expense, including the Company's payment of the legal fees of the HDFC, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project. The HDFC shall be entitled to separate counsel of its choice, whose expenses, costs and reasonable legal fees, including appeals, shall be paid by the Company, and the Company shall indemnify the Indemnified Parties against any and all claims arising from any such fees, costs and expenses in connection with any and all legal actions or proceedings to the extent not caused by the HDFC's or any of the Indemnified Parties' gross negligence or willful misconduct;

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

(h) Except as explicitly provided for in Section 7 of this Agreement, no actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which relate to, impact, or otherwise affect the Property or the Project or any part or parts thereof or of any interest therein, except with the prior written consent of the Company, which may be withheld in its sole reasonable discretion. Further, any and all actions taken by the HDFC with respect to the Property or any parts thereof shall be taken solely in its capacity as nominee for the Company and not for its own ends or purposes;

(i) So long as the HDFC shall own record fee title to the Property, the Company and the HDFC shall operate the Project in accordance with Article XI; and

(j) So long as the HDFC shall hold record fee title to the Property, the Company shall prepare and file the annual federal and state tax returns (and, if determined to be required by the HDFC, the NYS CHAR410 form, and the annual NYS CHAR500 form), on behalf of the HDFC, and provide such tax returns (and, if applicable, such CHAR forms) to the HDFC for execution, at no expense to the HDFC.

8. Miscellaneous Provisions.

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

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

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

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

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

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

A copy of any notice to the Company should be sent to:

c/o JCAL Development Group LLC
55 Bruckner Blvd
Bronx, NY 10454
Attn: William Bollinger and Joshua Weissman

with a copy to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Russell A. Kivler, Esq.

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

(h) Any third party may rely on this Agreement with respect to the rights and obligations of the Company and the HDFC hereunder.

(i) So long as the HDFC shall hold record title to the Property and the Project, any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Property and the Project, shall be promptly delivered to the Company.

(j) If the Company consists of more than one person or entity, the obligations of those persons or entities under this Agreement shall be joint and several.

(k) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(l) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document (as such term is defined herein), the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the Company, provided that the Company is not diligently acting to cure such default. For purposes of this provision, "Government Financing Document" shall mean all City, State or Federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date first set forth above.

HDFC:

**HP WILLOW HOUSING DEVELOPMENT FUND
COMPANY, INC.,**
a New York not-for-profit corporation

By: 
Name: Esther Toporovsky
Title: Vice President

COMPANY:

WILLOW OWNER LLC, a New York limited liability company

By: Willow MM LLC, a New York limited liability company,
its managing member

By: Willow JV LLC, a New York limited liability company, its
managing member

By: JCAL Willow LLC, a New York limited liability company,
its manager

By: _____
Name: Joshua Weissman
Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date first set forth above.

HDFC:

**HP WILLOW HOUSING DEVELOPMENT FUND
COMPANY, INC.,**
a New York not-for-profit corporation

By: _____
Name: Esther Toporovsky
Title: Vice President

COMPANY:

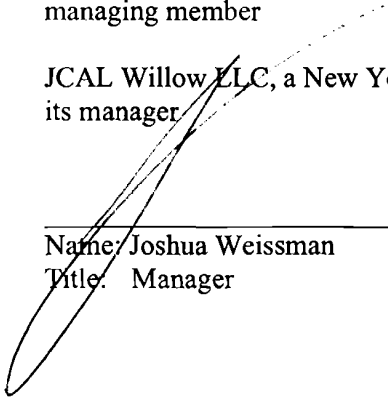
WILLOW OWNER LLC, a New York limited liability company

By: Willow MM LLC, a New York limited liability company,
its managing member

By: Willow JV LLC, a New York limited liability company, its
managing member

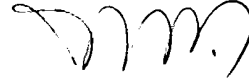
By: JCAL Willow LLC, a New York limited liability company,
its manager

By: _____
Name: Joshua Weissman
Title: Manager



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

On the 24th day of June, 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared ESTHER TOPOROVSKY, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

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

MILEIKA BETHANCOURT
Notary Public, State of New York
No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2022

On the ___ day of June, 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared JOSHUA WEISSMAN, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

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

On the ___ day of June, 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared ESTHER TOPOROVSKY, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

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

On the 29 day of June, 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared JOSHUA WEISSMAN, 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 s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.


 Notary Public

MERCEDES P GOMEZ
Notary Public, State of New York
Registration No. 01G08330454
Qualified in Bronx County
Commission Expires April 04, 2024

SCHEDULE "A"

New Lot: 49 f/k/a Lot Nos. 49, 56, 58 and 60

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

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF EAST 134TH STREET WITH THE WESTERLY SIDE OF WILLOW AVENUE;

RUNNING THENCE WESTERLY AND ALONG THE SAID SOUTHERLY SIDE OF EAST 134TH STREET, A DISTANCE OF 104.00 FEET TO A POINT;

THENCE SOUTHERLY AND PARALLEL WITH WILLOW AVENUE, A DISTANCE OF 106.66 FEET, TO A POINT DISTANT 100.00 FEET NORTHERLY FROM THE NORTHERLY SIDE OF EAST 133RD STREET, AS MEASURED ALONG A LINE DRAWN PARALLEL WITH WILLOW AVENUE;

THENCE EASTERLY AND PARALLEL WITH EAST 133RD STREET, 8.33 FEET;

THENCE SOUTHERLY AGAIN PARALLEL WITH WILLOW AVENUE, 100.00 FEET TO THE NORTHERLY SIDE OF EAST 133RD STREET;

THENCE EASTERLY AND ALONG THE NORTHERLY SIDE OF EAST 133RD STREET, 95.67 FEET TO THE WESTERLY SIDE OF WILLOW AVENUE;

THENCE NORTHERLY ALONG THE WESTERLY SIDE OF WILLOW AVENUE, 206.54 FEET TO THE POINT OR PLACE OF BEGINNING.

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

**HP WILLOW HOUSING
DEVELOPMENT FUND COMPANY, INC.**

AND

WILLOW OWNER LLC

Block 2562
Lot 49 f/k/a Lots 49, 56, 58 and 60

750 East 134th Street (a/k/a 111 Willow Ave),
Bronx, New York

Record and Return to:

Housing Partnership Development Corporation
253 West 35th Street, 3rd Floor
New York, New York 10001
Attn: General Counsel