



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 amendment is to add a new Requestors, 2080 Boston Road Associates II, LLC and 2080 Boston Road Housing Development Fund Corporation (Collectively "New Requestors") to the Brownfield Cleanup Agreement ("BCA"). This amendment also seeks to modify the BCA to reflect the transfer of title and conveyance of a beneficial interest to the New Requestors, respectively. 2080 Boston Road Housing Development Fund Corporation is the new fee owner and 2080 Boston Road Associates II, LLC is the beneficial owner.

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 a non-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: Lambert Houses Parcel 5		BCP SITE NUMBER: C203136
NAME OF CURRENT APPLICANT(S): Boston Tremont Housing Development Fund Corporation, 2080 Boston Road Associates, LLC & Boston Tremont Apartments LLC		
INDEX NUMBER OF AGREEMENT: C203136-07-20		DATE OF ORIGINAL AGREEMENT: 7/23/20
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME 2080 Boston Road Associates II, LLC		
ADDRESS 902 Broadway, 13th Floor		
CITY/TOWN New York		ZIP CODE 10010
PHONE 212-243-9090	FAX	E-MAIL mkelly@phippssny.org
1. 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 Matthew Kelly		
ADDRESS 902 Broadway, 13th Floor		
CITY/TOWN New York		ZIP CODE 10010
PHONE 646-388-8216	FAX 646-336-5850	E-MAIL mkelly@phippssny.org
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Deborah Shapiro, AKRF, Inc.		
ADDRESS 440 Park Avenue South, 7th Floor		
CITY/TOWN New York		ZIP CODE 10016
PHONE 646-388-9544	FAX	E-MAIL dshapiro@skrf.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Brown Duke & Fogel, P.C. c/o George Duke		
ADDRESS 350 Fifth Avenue Suite 4640		
CITY/TOWN New York		ZIP CODE 10118
PHONE (646) 915-0236	FAX	E-MAIL gduke@bdflegal.com
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: New Requestors are affiliated entities to the existing Applicants.		

Section I. Current Agreement Information		
BCP SITE NAME: Lambert Houses Parcel 5		BCP SITE NUMBER: C203136
NAME OF CURRENT APPLICANT(S): Boston Tremont Housing Development Fund Corporation, 2080 Boston Road Associates, LLC & Boston Tremont Apartments LLC		
INDEX NUMBER OF AGREEMENT: C203136-07-20		DATE OF ORIGINAL AGREEMENT: 7/23/20
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME 2080 Boston Road Housing Development Fund Corporation		
ADDRESS 902 Broadway, 13th Floor		
CITY/TOWN New York		ZIP CODE 10010
PHONE 212-243-9090	FAX	E-MAIL mkelly@phippsony.org
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" 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 Matthew Kelly		
ADDRESS 902 Broadway, 13th Floor		
CITY/TOWN New York		ZIP CODE 10010
PHONE 646-388-8216	FAX 646-336-5850	E-MAIL mkelly@phippsony.org
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Deborah Shapiro, AKRF, Inc.		
ADDRESS 440 Park Avenue South, 7th Floor		
CITY/TOWN New York		ZIP CODE 10016
PHONE 646-388-9544	FAX	E-MAIL dshapiro@skrf.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Brown Duke & Fogel, P.C. c/o George Duke		
ADDRESS 350 Fifth Avenue Suite 4640		
CITY/TOWN New York		ZIP CODE 10118
PHONE (646) 915-0236	FAX	E-MAIL gduke@bdflegal.com
<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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>New Requestors are affiliated entities to the existing Applicants.</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)		
Owner below is: <input type="checkbox"/> Existing Applicant <input checked="" type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant		
OWNER'S NAME (if different from requestor) 2080 Boston Road Housing Development Fund Corporation		
ADDRESS 902 Broadway, 13th Floor		
CITY/TOWN New York		ZIP CODE 10010
PHONE 646-388-8216	FAX 646-336-5850	E-MAIL mkelly@phippssny.org
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)	
<p>If answering "yes" to any of the following questions, please provide an explanation as an attachment. Answers applicable to both New Requestors</p>	
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 Beneficial Owner

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 2080 and 2082 Boston Road

CITY/TOWN Bronx

ZIP CODE 10460

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 1.76

Parcel Address	Section No.	Block No.	Lot No.	Acreage
2080 and 2082 Boston Road, Bronx, NY 10460		3140	7	1.760

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
<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>	

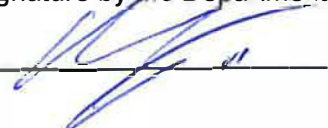
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Lambert Houses Parcel 5	BCP SITE NUMBER: C203136
NAME OF CURRENT APPLICANT(S): Boston Tremont Housing Development Fund Corporation, 2080 Boston Road Associates, LLC & Boston Tremont Apartments LLC	
INDEX NUMBER OF AGREEMENT: C203136-07-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: July 23, 2020	

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 <u>Authorized Signatory</u>) of (entity <u>2080 Boston Road Associates II, LLC</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. <u>Matthew Kelly's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>12/14/2021</u> Signature:  Print Name: <u>Matthew Kelly</u>


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Lambert Houses Parcel 5	BCP SITE NUMBER: C203136
NAME OF CURRENT APPLICANT(S): Boston Tremont Housing Development Fund Corporation, 2080 Boston Road Associates, LLC & Boston Tremont Apartments LLC	
INDEX NUMBER OF AGREEMENT: C203136-07-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: July 23, 2020	

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>2080 Boston Road Housing Development Fund Corporation</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>Matthew Kelly'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>12/14/2021</u> Signature: </p> <p>Print Name: <u>Matthew Kelly</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)

Boston Tremont Housing Development Fund Corporation

I hereby affirm that I am Authorized Signatory (title) of _____ (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. Matthew Kelly's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/14/2021 Signature: 

Print Name: Matthew Kelly

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: 7/23/20

Signature by the Department:

DATED: February 2, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Susan Edwards

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Boston Tremont Apartments 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. Matthew Kelly's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/14/2021 Signature: 

Print Name: Matthew Kelly

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 checked="" 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 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: 7/23/20

Signature by the Department:

DATED: February 2, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Susan Edwards*

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 2080 Boston Road Associates, 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. Matthew Kelly's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/14/2021 Signature:  _____

Print Name: Matthew Kelly

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:

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Effective Date of the Original Agreement: 7/23/20

Signature by the Department:

DATED: February 2, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Susan Edwards*

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

SUBMITTAL INFORMATION:

- **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:** Albany _____

PROJECT MANAGER: Michael MacCabe _____

BCP Application to Amend Brownfield Cleanup Agreement
BCP Site: Lambert Houses Parcel 5
BCP Site Number C203136
Supplement to Section II

The new Requestors are Boston 2080 Boston Road Associates II, LLC and 2080 Boston Road Housing Development Fund Corporation (collectively "New Requestors"). New Requestors are affiliated entities to the existing Applicants, Boston Tremont Housing Development Fund Corporation, 2080 Boston Road Associates, LLC and Boston Tremont Apartments LLC. 2080 Boston Road Housing Development Fund Corporation is the new fee owner of the property and 2080 Boston Road Associates II, LLC is the beneficial owner. The deed and nominee agreement are attached hereto.

The NYS Department of State Corporate and Business Entity Database printouts confirming that the New Requestors are authorized to do business in New York State are attached hereto.

The members of 2080 Boston Road Associates II, LLC are 2080 Boston Road Associates, LLC and Phipps Houses.

The sole member of 2080 Boston Road Housing Development Fund Corporation is Phipps Houses.

Fully executed Member Consent Authorization Resolutions authorizing Matthew Kelly, to execute Brownfield Cleanup Program documents and obligations on behalf of New Requestors and existing Applicants are attached hereto.

December 8, 2021 | 3:38 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

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Entity Details

ENTITY NAME: 2080 BOSTON ROAD ASSOCIATES II, LLC

DOS ID: 6308215

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: Active

DATE OF INITIAL DOS FILING: 10/20/2021

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 10/20/2021

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: New York

NEXT STATEMENT DUE DATE: 10/31/2023

JURISDICTION: New York, United States

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGERS HISTORY](#)

[ASSIGNMENT HISTORY](#)

Service of Process Name and Address

Name: THE LLC

Address: 902 BROADWAY, 13TH floor, NEW YORK, NY, United States, 10010

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

December 8, 2021 | 3:38 pm

COVID-19 Vaccines

Vaccine appointments are available at New York State mass vaccination sites for children ages 5- 11. Vaccines are also widely available through your child's pediatrician, family physician, local county health department, FQHC, or pharmacy.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details

ENTITY NAME: 2080 BOSTON ROAD HOUSING DEVELOPMENT FUND CORPORATION	DOS ID: 6027203
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: A-XI PHFL - PRIVATE HOUSING FINANCE LAW	ENTITY STATUS: Active
DATE OF INITIAL DOS FILING: 06/02/2021	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 06/02/2021	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS:
COUNTY: New York	NEXT STATEMENT DUE DATE: 06/30/2023
JURISDICTION: New York, United States	NFP CATEGORY: CHARITABLE

[ENTITY DISPLAY](#)
[NAME HISTORY](#)
[FILING HISTORY](#)
[SECTION HISTORY](#)
[ASSIGNED NAME HISTORY](#)

Service of Process Name and Address

Name: THE CORPORATION

Address: ATTN SECRETARY, 902 BROADWAY 13TH FLOOR, NEW YORK, NY, United States, 10010

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

**2080 BOSTON ROAD HOUSING
DEVELOPMENT FUND CORPORATION AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being all of the members of 2080 Boston Road Housing Development Fund Corporation, a New York not-for-profit corporation (the "Company") hereby certify as of December 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Matthew Kelly (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 2080 and 2082 Boston Road, Bronx, New York 10460; Block 3140, Lot 7 (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, enter into a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA (including execution of the BCA), and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Matthew Kelly	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on December 14, 2021.

MEMBERS:

Phipps Houses


By: Matthew Kelly

**2080 BOSTON ROAD ASSOCIATES II, LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being all of the members of 2080 Boston Road Associates II, LLC, a New York limited liability company (the "Company") hereby certify as of December 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Matthew Kelly (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 2080 and 2082 Boston Road, Bronx, New York 10460; Block 3140, Lot 7 (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, enter into a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA (including execution of the BCA), and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Matthew Kelly	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on December 14, 2021.

MEMBERS:

2080 Boston Road Associates, LLC



By: Matthew Kelly

Phipps Houses



By: Matthew Kelly

**2080 BOSTON ROAD ASSOCIATES, LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being all of the members of 2080 Boston Road Associates, LLC, a New York limited liability company (the "Company") hereby certify as of April 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Matthew Kelly (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 1048 and 1075 East 180th Street, and 2094 Boston Road, Bronx, New York 10460; Block 3140, Lot 7(the "Property" or the "Site").


WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, enter into a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA (including execution of the BCA), and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

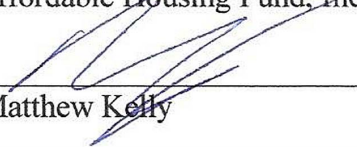
RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Matthew Kelly	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on April 14, 2021.

MEMBERS:

PH Affordable Housing Fund, Inc.



By: Matthew Kelly

**2080 BOSTON ROAD ASSOCIATES, LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being all of the members of 2080 Boston Road Associates, LLC, a New York limited liability company (the "Company") hereby certify as of April 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Matthew Kelly (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 1048 and 1075 East 180th Street, and 2094 Boston Road, Bronx, New York 10460; Block 3140, Lot 7(the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, enter into a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA (including execution of the BCA), and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and


RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Matthew Kelly	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on April 14, 2021.

MEMBERS:

PH Affordable Housing Fund, Inc.


By: Matthew Kelly

**BOSTON TREMONT HOUSING DEVELOPMENT FUND CORPORATION
AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being all of the members of Boston Tremont Housing Development Fund Corporation, a New York not-for-profit corporation (the "Company") hereby certify as of July 22, 2020, as follows and adopt the following resolutions and authorize the Company to authorize and direct Matthew Kelly (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 1048 and 1075 East 180th Street, and 2094 Boston Road, Bronx, New York 10460; Block 3140, Lot 7(the "Property" or the "Site").

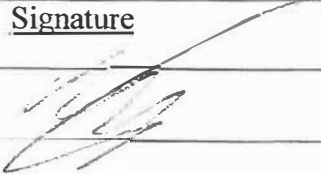
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, enter into a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA (including execution of the BCA), and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Matthew Kelly	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on July 22, 2020.

MEMBERS:

Phipps Houses



By: Matthew Kelly



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: Lambert House Parcel 5 **DEC Site ID No.** C203136

II. Contact Information of Person Submitting Notification:

Name: Brown Duke & Fogel, P.C. c/o James Ward
Address1: 350 Fifth Avenue, Suite 4640, New York, NY 10118
Address2:
Phone: (646) 915-0236 E-mail: jward@bdflegal.com

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): 12/22/2021

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

This change of use notification is being submitted to inform the Department of an imminent transfer of property to 2080 Boston Road Housing Development Fund Corporation and the addition of 2080 Boston Road Associates II, LLC as beneficial owner of the Site.

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: James Ward (Signature) 12/09/2021 (Date)
James Ward
(Print Name)

Address1: Brown Duke & Fogel, P.C. 350 Fifth Avenue, Suite 4640, New York, NY 10118
Address2: _____
Phone: (646) 915-0236 E-mail: jward@bdflegal.com

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: 2080 Boston Road Housing Development Fund Corporation c/o Matthew Kelly
Address1: 902 Broadway, 13th Floor, New York, NY 10010
Address2: _____
Phone: 212-243-9090 E-mail: mkelly@phippssny.org

Certifying Party Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

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: James Ward (Signature) 12/09/2021 (Date)

James Ward

(Print Name)

Address1: Brown Duke & Fogel, P.C. 350 Fifth Avenue, Suite 4640, New York, NY 10118

Address2: _____

Phone: (646) 915-0236 E-mail: jward@bdflegal.com

DEED

BOSTON TREMONT HOUSING DEVELOPMENT FUND CORPORATION

TO

2080 BOSTON ROAD HOUSING DEVELOPMENT FUND CORPORATION

2080 Boston Road
Bronx, New York
Block 3140, Lot 7

Record and Return to:

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

DEED

THIS INDENTURE, made as of the 22nd day of December, 2021, between BOSTON TREMONT HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation, having an address at 902 Broadway, 13th Floor, New York, New York 10010 (“Grantor”), and 2080 BOSTON ROAD HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation, having an address at 902 Broadway, 13th Floor, New York, New York 10010 (the “Grantee”).

WITNESSETH, that the Grantor, in consideration of Ten and No/100 Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs, successors and assigns of the parties of the Grantee forever,

ALL, that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, known by the street addresses 2080 Boston Road, Bronx, New York, and designated as Block 3140 Lot 7, and as more specifically bounded as set forth in Schedule “A,” annexed hereto and made a part hereof.

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

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

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

AND, the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND, the Grantor in Compliance with Section 13 of the Lien Law, covenants that the 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 the same for any other purpose.

[Remainder of page intentionally left blank; Signatures appear on following page]

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

GRANTOR:

**BOSTON TREMONT HOUSING
DEVELOPMENT FUND CORPORATION,**
a New York not-for-profit corporation

By: 
Name: Matthew Kelly
Title: Vice President

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

On the 15th day of December, in the year 2021, before me, the undersigned, personally appeared MATTHEW KELLY, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

Fatmata K. Jalloh
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6332614
Qualified in Westchester County
Commission Expires November 2, 2023

SCHEDULE A

ALL those plots, pieces or parcels of real property situate, lying and being in the Borough of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the easterly side of Boston Road and the southerly side of East 180th Street;

THENCE eastwardly along the southerly side of East 180th Street, 266.00 feet to a point;

THENCE southwardly, forming an interior angle of 90 degrees with the previous course, 125.06 feet to an angle point;

THENCE continuing southwardly, forming an interior angle of 171 degrees 41 minutes 41 seconds with the previous course, 85.94 feet to an angle point;

THENCE continuing southwardly, forming an interior angle of 169 degrees 57 minutes 05 seconds with the previous course, 166.38 feet to a point;

THENCE westwardly, forming an interior angle of 102 degrees 50 minutes 15 seconds with the previous course, 75.99 feet to a point, formerly in the westerly side of the former Bronx Street, 34.00 feet North of the former intersection of East 179th Street and Bronx Street;

THENCE northwardly, forming an interior angle of 90 degrees 17 minutes 06 seconds with the previous course, along the formerly westerly side of Bronx Street, 108.23 feet to a point;

THENCE westwardly, forming an exterior angle of 88 degrees 55 minutes 36 seconds with the previous course, 170.99 feet to a point in the easterly side of Boston Road;

THENCE northwardly, along the easterly side of Boston Road, forming an interior angle of 85 degrees 51 minutes 10 seconds with the previous course, 243.09 feet to the point or place of BEGINNING.

(For Information Only: Block 3140 Lot 7)

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

2080 BOSTON ROAD HOUSING DEVELOPMENT FUND CORPORATION

2080 BOSTON ROAD ASSOCIATES, LLC

AND

2080 BOSTON ROAD ASSOCIATES II, LLC

2080 Boston Road
Bronx, New York
Block 3140, Lot 7

Record and Return to:

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

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

This Declaration of Interest and Nominee Agreement (this “Agreement”) is entered into as of December 22, 2021, by and among 2080 BOSTON ROAD HOUSING DEVELOPMENT FUND CORPORATION (the “**HDFC**”) with an office at 902 Broadway, 13th Floor, New York, New York 10010, 2080 BOSTON ROAD ASSOCIATES , LLC (the “**LIHTC COMPANY**”), with an office at 902 Broadway, 13th Floor, New York, New York 10010 and 2080 BOSTON ROAD ASSOCIATES II, LLC (the “**NON-LIHTC COMPANY**” and together with LIHTC COMPANY, the “**COMPANY**”), with an office at 902 Broadway, 13th Floor, New York, New York 10010.

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 3140, Lot 70 on the Tax Map of the City of New York, Bronx County, more commonly known by the street address 2080 Boston Road, Bronx, New York, as more particularly described in Exhibit A, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the HDFC, the LIHTC COMPANY and the NON-LIHTC COMPANY desire to acquire, assemble, develop, own, operate and manage a housing project consisting of 278 rental apartment units in the aggregate and one (1) superintendent’s unit, (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 NON-LIHTC COMPANY; and

WHEREAS, subsequent to the execution hereof, the HDFC, the LIHTC COMPANY and the NON-LIHTC COMPANY will finance the construction of the Project through (i) loans from the New York City Housing Development Corporation (“**HDC**”), (ii) loans from HDC funded by a grant from the City of New York, acting by and through its Department of Housing Preservation and Development (“**HPD**” and collectively with HDC and Citibank, N.A., the “**Lenders**”), and (iii) an equity investment from GSB LIHTC Investor LLC, a Delaware limited liability company or its affiliates, successors or assigns (the “**Investor Member**”) ((i) through (iii) collectively referred to as the “**Financing**”); and

WHEREAS, the HDFC, the LIHTC COMPANY and the NON-LIHTC COMPANY intend to subject the Property to a condominium regime to be referred to as the 2080 Boston Road Condominium (the “**Condominium**”) comprised of the following: (i) one condominium unit consisting of one hundred and eighty-two (182) 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, one superintendent’s unit and the common elements appurtenant thereto (the “**LIHTC Unit A**”), (ii) a second condominium unit consisting of forty (40) 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 (“**LIHTC Unit B**” and together with LIHTC Unit A, the “**LIHTC Units**”) and (iii) one condominium unit consisting of fifty-six (56) residential apartment units in the Project that will be rented to low-income persons and families and the common elements appurtenant thereto (the “**Non-LIHTC Unit**”) and, upon

formation of the Condominium, the parties intend that the HDFC shall convey beneficial ownership of the LIHTC Unit to LIHTC COMPANY; and

WHEREAS, as of the date hereof, the LIHTC COMPANY shall lease the two hundred and twenty-two (222) residential apartment units comprising LIHTC Unit A and LIHTC Unit B from NON-LIHTC COMPANY pursuant to that certain master lease by and between LIHTC COMPANY and NON-LIHTC COMPANY (the “**Master Lease**”), which Master Lease shall terminate upon formation of the Condominium; and

WHEREAS, upon formation of the Condominium, the HDFC shall retain record title to each of the LIHTC Unit and the Non-LIHTC Unit; and

WHEREAS, upon formation of the Condominium and by this Agreement, the NON-LIHTC COMPANY shall transfer its equitable and beneficial interest in LIHTC Unit A and LIHTC Unit B to the LIHTC COMPANY, and this Agreement shall terminate with respect to LIHTC Unit A and LIHTC Unit B as between the HDFC and the NON-LIHTC COMPANY, such that the LIHTC COMPANY shall be the sole equitable and beneficial owner of LIHTC Unit A and LIHTC Unit B; and

WHEREAS, upon conversion of the Loans to permanent financing (“**Conversion**”), the parties hereto shall record an addendum to this Agreement, clarifying that equitable and beneficial interest of LIHTC Unit A and LIHTC Unit B is held by the LIHTC COMPANY and equitable and beneficial interest of the Non-LIHTC Unit is held by the NON-LIHTC COMPANY; and

WHEREAS, the HDFC, the LIHTC COMPANY and the NON-LIHTC COMPANY desire that notwithstanding the transfer of all beneficial interest in, to and with respect to the Project record title to LIHTC Unit A, LIHTC Unit B and the Non-LIHTC Unit shall remain in the HDFC; and

WHEREAS, the HDFC, the LIHTC COMPANY and the NON-LIHTC 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 NON-LIHTC 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 condominium declaration for the Project, (x) all beneficial and equitable interest in, to and with respect to the LIHTC Units will be transferred to and held by the LIHTC COMPANY and (y) all beneficial and equitable interest in, to and with respect to the Non-LIHTC Unit all be transferred to and held by the NON-LIHTC COMPANY, with legal title to the Project remaining in the HDFC in accordance with the terms of this Agreement; and

WHEREAS, the HDFC, the LIHTC COMPANY and the NON-LIHTC COMPANY agree that the HDFC will hold legal title to the Project solely as nominee on behalf of the COMPANY 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 COMPANY shall elect to have record title transferred pursuant to Section 6(e) hereof, record title to the Project shall be held by the HDFC, as the nominee, for and on behalf of the COMPANY, 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 COMPANY, 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 COMPANY 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 COMPANY 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 COMPANY. 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 set forth in the title insurance policy issued by Chicago Title Insurance Company (the "**Title Policy**") to the HDFC and the COMPANY 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. The HDFC agrees to convey title to the Project to the COMPANY or to any other party designated by the COMPANY, 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 COMPANY with respect to the Project. The HDFC shall provide the COMPANY with evidence of such notification reasonably satisfactory to the COMPANY. 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 COMPANY.

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

4. The HDFC shall not do any act with respect to the Project without the prior written consent of the COMPANY.

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 COMPANY;
- b. all benefits, including any proceeds of title insurance received pursuant to the Title Policy accruing with respect to the Project shall belong to the COMPANY, and if received by the HDFC, shall be turned over to the COMPANY 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 COMPANY, its successors and assigns.

d. the HDFC shall comply with all directions which may be given to it by the COMPANY 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 COMPANY therefor.

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

6. The COMPANY and the HDFC on behalf of themselves, and their respective successors and assigns, who are recognized as “third party beneficiaries” hereunder, 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 COMPANY shall have complete and exclusive possession and control of the Project and the HDFC shall not have any right to possess or control the Project;

b. The COMPANY 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 COMPANY is the “owner” of the Premises for federal tax purposes;

c. The HDFC has received and reviewed the documents executed in connect with the Financing (the “Loan Documents”), and acknowledges that any and all rights, title, interests and/or benefits the HDFC has under this Agreement are absolutely and completely subject and subordinate to any and all rights, benefits, terms, conditions and provisions contained in and/or created by the 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, the Improvements and/or any part or parts thereof without the written consent of the COMPANY 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, the Improvements and/or any part or parts thereof, without said consent, shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the COMPANY;

e. Upon the written demand of the COMPANY, the HDFC shall immediately execute and record in the appropriate land records a bargain and sale deed of the Project and Improvements to the COMPANY or to any other person or entity designated by the COMPANY and in connection with the execution and recordation of any such bargain and sale deed, the HDFC hereby unconditionally and unequivocally constitutes and appoints the COMPANY 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 bargain and sale 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, provided, however, that any consents required pursuant to any and all city, state or federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments (collectively, the "Government Financing Documents") shall have been obtained. 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. The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Project, the Improvements and/or any part or parts thereof in any bankruptcy or other proceeding in which the COMPANY 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, the Improvements and/or any part or parts thereof;

g. The COMPANY 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;

h. 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 COMPANY 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, the Improvements and/or any part or parts thereof;

i. Any and all notices, demands and other communication made by either the COMPANY or the HDFC to the other party shall be in writing and sent to the addresses as set forth above, and to HDC, HPD and the Investor Member at the addresses below, by hand, by mail (registered, certified, return receipt requested) or by nationally recognized overnight courier:

New York City Housing Development Corporation
110 William Street
New York, New York 10038
Attn: SVP for Development

New York City Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038

Citibank
c/o Citi Community Capital
325 East Hillcrest Drive

Thousand Oaks, CA 91360
Attn: Kathy Millhouse

GSB LIHTC Investor LLC
200 West Street
New York, New York 10282

7. The COMPANY shall have the beneficial ownership of the Project for all purposes (including, federal income 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, the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project, the right to receive all proceeds from the Project, including from rents and other moneys from mortgages, pledges, sales, or other dispositions of the Project, and to all tax benefits, including depreciation and the low income housing tax credits. In addition thereto, it shall be in the sole and absolute discretion of the COMPANY to develop, operate, manage, 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 COMPANY, the HDFC shall cooperate with the COMPANY and execute any and all documents required by the COMPANY in connection with the development, operation, management, 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 and Regulatory Agreements, in connection with the transfer or sale of the Project or any portion thereof or any interest therein to any party designated by the COMPANY.

8. The COMPANY 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 COMPANY 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 hand or 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 and provided that, for long as the Investor Member is a member of the LIHTC COMPANY, this Agreement may not be modified, amended, terminated or revoked without the prior written consent of the Investor Member.

16. The COMPANY 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/or the Loan Documents, and the COMPANY 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 COMPANY 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.

17. Both the COMPANY and the HDFC both 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**.

18. Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, the HDFC shall have the right to enter the Premises to cure the default as agent for and on behalf of the COMPANY, provided that COMPANY is not diligently acting to cure such default.

19. The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of the Investor Member as a member of the LIHTC COMPANY pursuant to the amended and restated operating agreement of the LIHTC COMPANY.

20. A. COMPANY shall fully protect, defend, indemnify, and hold the HDFC and Phipps Houses, and each of their members, directors, employees and officers 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) whether incurred in disputes, both litigated and non-litigated, with COMPANY or with 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 documents related to the Project or the Financing (collectively, 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 (collectively, "Claims"). The foregoing indemnification shall include, but shall not be limited to 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 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. The COMPANY shall include the HDFC and Phipps Houses as additional insureds on any insurance policies for the Project.

B. COMPANY shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC and Phipps Houses, and each of their members, directors, employees and officers harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with COMPANY or with any third party), imposed upon or incurred by or asserted against HDFC, or their officers, directors, members and employees 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. 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 the HDFC or Phipps Houses or each of their members, directors, and officers with respect to which indemnity may be

sought under this Section, the COMPANY shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the HDFC, and shall assume the payment of all expenses related thereto, provided, however, that the action or proceeding did not arise out of the gross negligence or willful misconduct of the HDFC. The HDFC shall have the right, if it shall conclude in good faith that a conflict of interest exists, to employ separate counsel in 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 20 shall survive the termination of this Agreement.

21. Upon formation of the Condominium, the equitable and beneficial interests owned by NON-LIHTC COMPANY hereunder with respect to LIHTC Unit A and LIHTC Unit B shall be transferred to the LIHTC COMPANY and the equitable and beneficial interests in such LIHTC Unit A and LIHTC Unit B shall thereafter be held by the LIHTC COMPANY subject to the terms of this Agreement; upon such transfer by NON-LIHTC COMPANY to LIHTC COMPANY of the equitable and beneficial interest in LIHTC Unit A and LIHTC Unit B, this Agreement shall terminate with respect to LIHTC Unit A and LIHTC Unit B as between the HDFC and the NON-LIHTC COMPANY, such that the LIHTC COMPANY shall be the sole equitable and beneficial owner of LIHTC Unit A and LIHTC Unit B.

22. Until formation of the Condominium, the term "COMPANY" used herein shall refer to the NON-LIHTC COMPANY with respect to the entire Project (including, but not limited to the to-be-formed LIHTC Unit A, LIHTC Unit B and Non-LIHTC Unit) and thereafter shall refer to the NON-LIHTC COMPANY solely with respect to the Non-LIHTC Unit and to the LIHTC COMPANY with respect to LIHTC Unit A and LIHTC Unit B.

23. Upon Conversion, the parties hereto shall record an addendum to this Agreement, in the form attached hereto as Exhibit B, clarifying that equitable and beneficial interest of LIHTC Unit A and LIHTC Unit B is held by the LIHTC COMPANY and equitable and beneficial interest of the Non-LIHTC Unit is held by the NON-LIHTC COMPANY.

[signature page follows]

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

LIHTC COMPANY:

2080 BOSTON ROAD ASSOCIATES, LLC, a New York limited liability company

By: 2080 Boston Road Management Corp., its managing member

By: 

Name: Matthew Kelly
Title: Vice President

NON-LIHTC COMPANY:

2080 BOSTON ROAD ASSOCIATES II, LLC, a New York limited liability company

By: 2080 Boston Road Associates, LLC, its managing member

By: 2080 Boston Road Management Corp., its managing member

By: 

Name: Matthew Kelly
Title: Vice President

HDFC:

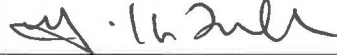
2080 BOSTON ROAD HOUSING DEVELOPMENT FUND CORPORATION

By: 

Name: Matthew Kelly
Title: Vice President

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

On the 15th day of December 2021, before me, the undersigned, a Notary Public in and or said State, personally appeared MATTHEW KELLY, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

Fatmata K. Jalloh
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6332614
Qualified in Westchester County
Commission Expires November 2, 2023

EXHIBIT A

Legal Description

SCHEDULE A DESCRIPTION

ALL those plots, pieces or parcels of real property situate, lying and being in the Borough of Bronx, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the easterly side of Boston Road and the southerly side of East 180th Street;

THENCE eastwardly along the southerly side of East 180th Street, 266.00 feet to a point;

THENCE southwardly, forming an interior angle of 90 degrees with the previous course, 125.06 feet to an angle point;

THENCE continuing southwardly, forming an interior angle of 171 degrees 41 minutes 41 seconds with the previous course, 85.94 feet to an angle point;

THENCE continuing southwardly, forming an interior angle of 169 degrees 57 minutes 05 seconds with the previous course, 166.38 feet to a point;

THENCE westwardly, forming an interior angle of 102 degrees 50 minutes 15 seconds with the previous course, 75.99 feet to a point, formerly in the westerly side of the former Bronx Street, 34.00 feet North of the former intersection of East 179th Street and Bronx Street;

THENCE northwardly, forming an interior angle of 90 degrees 17 minutes 06 seconds with the previous course, along the formerly westerly side of Bronx Street, 108.23 feet to a point;

THENCE westwardly, forming an exterior angle of 88 degrees 55 minutes 36 seconds with the previous course, 170.99 feet to a point in the easterly side of Boston Road;

THENCE northwardly, along the easterly side of Boston Road, forming an interior angle of 85 degrees 51 minutes 10 seconds with the previous course, 243.09 feet to the point or place of BEGINNING.

(For Information Only: Block 3140 Lot 7)