



**Department of
Environmental
Conservation**

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes No Submitted on: 12/02/2025

Amendment to modify description of the property(ies) listed in the existing BCA

Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA

Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.

Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

On or about April 16, 2024, Lot 77 of the Site was sold by Matrix Tremont, Inc. to 521 East Tremont Housing Development Fund Corporation. Also on or about April 16, 2024, Lot 72 of the Site was sold by Radame Jose Perez to 521 East Tremont Housing Development Fund Corporation. See Deeds attached hereto.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: 521 East Tremont Avenue	BCP SITE NUMBER: C203161
NAME OF CURRENT APPLICANT(S): M521 Tremont LLC and 521 Tremont Owner LLC	
INDEX NUMBER OF AGREEMENT: C203161-04-23	DATE OF ORIGINAL AGREEMENT: 05/08/23
APPLICANT'S SIGNATORY: Hercules Argyriou	

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME: 521 East Tremont Housing Development Fund Corporation			
ADDRESS: One State Street, Suite 1015			
CITY/TOWN: New York		ZIP CODE: 10004	
PHONE: (718) 932-6342	EMAIL: 521etremont@gmail.com		
REQUESTOR CONTACT: Lorraine Coleman			
ADDRESS: One State Street, Suite 1015			
CITY/TOWN: New York		ZIP CODE: 10004	
PHONE: (718) 932-6342	EMAIL: 521etremont@gmail.com		
REQUESTOR'S CONSULTANT: No Change to Consultant	CONTACT:		
ADDRESS:			
CITY/TOWN:		ZIP CODE:	
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY: Fox Rothschild LLP	CONTACT: George Duke, Esq.		
ADDRESS: 101 Park Avenue, 17th Floor			
CITY/TOWN: New York		ZIP CODE: 10178	
PHONE: (212) 450-9847	EMAIL: gduke@foxrothschild.com		
		Y	N
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?		<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?		<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?		N/A <input checked="" type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: The new requestor is the owner of the Site/purchaser of Site from existing applicants.			

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.

Owner listed below is: Existing Applicant New Applicant Non-Applicant

OWNER'S NAME: 521 East Tremont Housing Development Fund Corporation CONTACT: Lorraine Coleman

ADDRESS: One State Street, Suite 1015

CITY/TOWN: New York

ZIP CODE: 10004

PHONE: (718) 932-6342

EMAIL: 521etremont@gmail.com

OPERATOR:

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
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 or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
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="radio"/>	<input checked="" type="radio"/>
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="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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="radio"/>	<input checked="" type="radio"/>	
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="radio"/>	<input checked="" type="radio"/>	
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>	
12. 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:			
<input type="radio"/> 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="radio"/> 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 a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input checked="" type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input checked="" type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y <input type="radio"/>	N <input type="radio"/>
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SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

Complete this section for any addition of property. Use additional copies of this section as necessary.

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:		EMAIL:		
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:		EMAIL:		
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/>	OTHER: _____
<p>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:		EMAIL:		
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:		EMAIL:		
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/>	OTHER: _____
<p>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

YES NO N/A (land being added has been merged with an existing BCP lot and the applicant is not seeking to add more than an insignificant acreage of property to the BCA)

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. 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="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? From ECL 27-1405(31): "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.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u> Are the parcels being added underutilized as defined below? From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	<input type="radio"/>	<input type="radio"/>

<p>6. Is the project and affordable housing project as defined below?</p> <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' household's 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 homeowners 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>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: 521 East Tremont Avenue	BCP SITE NUMBER: C203161
NAME OF CURRENT APPLICANT(S): M521 Tremont LLC and 521 Tremont Owner LLC	
INDEX NUMBER OF AGREEMENT: C203161-04-23	DATE OF ORIGINAL AGREEMENT: 05/08/23

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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 Secretary (title) of 521 East Tremont Housing Development Fund Corporation (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.

521 E Tremont HDFC's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/24/2025 Signature: _____

Print Name: Lorraine Coleman

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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 M521 Tremont 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. Hercules Argyriou's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/23/25 Signature: _____

Print Name: Hercules Argyriou

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 05/08/23

Signature by the Department:

DATED: 2/19/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown
 Janet E. Brown, Assistant Director
 Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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 521 Tremont 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. Hercules Argyriou's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/23/25 Signature: _____ 

Print Name: Hercules Argyriou

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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: 05/08/23

Signature by the Department:

DATED: 2/19/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown
 Janet E. Brown, Assistant Director
 Division of Environmental Remediation



SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway, 12th Floor
 - Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.

Volunteer Statement

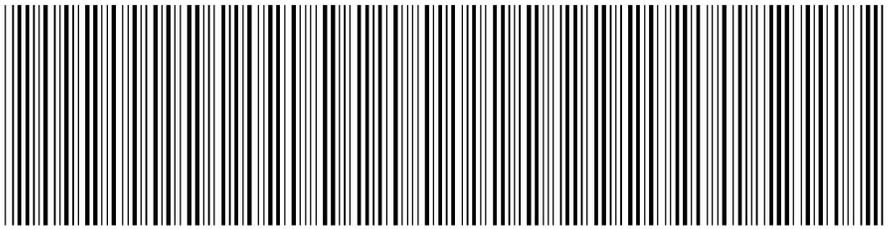
521 East Tremont Avenue Site
C203161

The new Requestor, 521 East Tremont Housing Development Fund Corporation (the “Requestor”), qualifies as a Volunteer as defined in ECL 27-1405(1)(b) since its liability for contamination on the Site will arise solely out of its ownership of the Site. Requestor has not had any involvement in the disposal or discharge of contaminants at the Site and has no affiliation with prior owners of the Site. Requestor, by submitting this application to participate in the New York State Brownfield Cleanup Program (“BCP”), will ensure it is exercising appropriate care with respect to any contamination at the Site by conducting all Site-related construction activities pursuant to NYSDEC oversight and direction.

By maintaining control of the Site and seeking NYSDEC oversight prior to any development activities or site work, Requestor will be stopping any continuing discharge; preventing any threatened future release; and, preventing human, environmental or natural resource exposure to any previously released hazardous waste or contamination. Furthermore, the Requestor is a third-party LLC unrelated to the current owner and neither it nor its members have any direct involvement with the ownership or operation of the Site. The Requestor will continue to exercise appropriate care by implementing the requirements of the BCP and is prepared to undertake all necessary remediation required to address contamination at the Site.

**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.



2024042500542007001E9785

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2024042500542007

Document Date: 04-16-2024

Preparation Date: 04-30-2024

Document Type: DEED

Document Page Count: 3

PRESENTER:

CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVE, 8TH FLOOR
CT18-00450-BX (CES)
NEW YORK, NY 10017
212-880-1453
CTINYRECORDING@CTT.COM

RETURN TO:

MEGA CONTRACTING GROUP, LLC
48-02 25TH AVENUE, SUITE 400
ASTORIA, NY 11103

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	3043	72	Entire Lot	4223 3 AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

RADAME JOSE PEREZ
C/O: MASTERMIND, 668 CRESCENT AVENUE, 2ND
FLOOR
BRONX, NY 10458

GRANTEE/BUYER:

521 EAST TREMONT HOUSING DEVELOPMENT
FUND CORPORAT
ONE STATE STREET, SUITE 1015
NEW YORK, NY 10004

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:

\$ 72,187.50

NYS Real Estate Transfer Tax:

\$ 11,000.00

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

CITY OF NEW YORK

Recorded/Filed 05-03-2024 12:24

City Register File No.(CRFN):

2024000113725



Collette McChia-Jacques

City Register Official Signature

1

CT18-00450-BX
Block: 3043 Lot: 72

R+R: Mega Group ATTN: M. Ponce
48-02 25th Ave #400
Astoria NY 11103 (3)

THIS INDENTURE, made on April 16, 2024

BETWEEN **Radame Jose Perez**, an individual
c/o Mastermind, 668 Crescent Avenue, 2nd Floor, Bronx, New York 10458

party of the first part, and

521 East Tremont Housing Development Fund Corporation, a New York not-for-profit corporation having an address at One State Street, Suite 1015, New York, New York 10004
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and no/100 (\$10.00) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the County of Bronx, Borough of Bronx, City and State of New York, commonly known as Borough of the Bronx, Block 3043, Lot 72, all as more particularly described on Schedule A annexed hereto and made a part hereof.

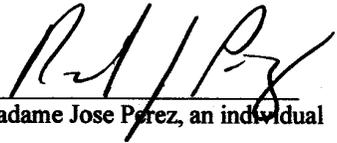
BEING the same premises previously conveyed by Deed made by The City of New York dated May 1, 2001 and recorded May 21, 2001 in Reel 1868 Page 2346 in the Office of the Register of the City of New York, Bronx County, as modified by that certain confirmatory deed dated as of the date hereof and to be recorded prior to this indenture.

TOGETHER with all right, title and interest, if any, of the party of the first part 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 party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

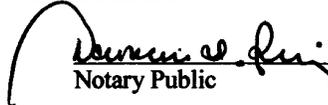
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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


Radame Jose Perez, an individual

STATE OF NEW YORK, COUNTY OF BRONX; ss.:

On the 16th day of April, 2024, before me personally appeared Radame Jose Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DAMARIS I. RUIZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01RU6226952
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES AUG 23, 2026

**Bargain and Sale Deed
With Covenants**

Title No.

BLOCK: 3043

Radame Jose Perez, an individual
TO

LOT: 72

COUNTY OR TOWN: Bronx Co.

Radame Jose Perez, an individual

RETURN BY MAIL TO:

Niki Tsismenakis, Esq. Goldstein Hall PLLC 80 Broad Street, Suite 303 New York, NY 10004	
---	--

CHICAGO TITLE INSURANCE COMPANY

Policy No.: CT18-00450-BX

File No.: CT18-00450-BX

SCHEDULE A DESCRIPTION- Continued

PARCEL IV:

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 a point on the westerly side of the former roadbed of Fordham Avenue distant the following three courses from the intersection of the westerly side of Third Avenue with the northerly side of East Tremont Avenue;

1. Northerly along the westerly side of Third Avenue a distance of 62.43 feet;
2. Westerly along a line forming an angle to the south with the last described course of 90 degrees 00 minutes 34 seconds, a distance of 1.93 feet;
3. Northerly along a line forming an angle to the east with the last described course of 90 degrees 25 minutes 37 seconds, a distance of 40.02 feet to the true point or place of BEGINNING.

RUNNING THENCE westerly along a line forming an angle to the south with the last described course of 92 degrees 43 minutes 43 seconds, a distance of 120.00 feet;

THENCE northerly along a line forming an interior angle with the last described course of 92 degrees 43 minutes 51 seconds, a distance of 50.05 feet to a point;

THENCE easterly along a line forming an interior angle with the last described course of 87 degrees 16 minute 44 seconds, a distance of 3.62 feet to a point;

THENCE northerly along a line forming an exterior angle with the last described course of 89 degrees 39 minutes 35 seconds, a distance of 22.00 feet to a point;

THENCE easterly along a line forming an interior angle with the last described course of 89 degrees 39 minutes 07 seconds, a distance of 115.47 feet to a point on the westerly line of former roadbed of Fordham Avenue;

THENCE southerly along the westerly line of the former roadbed of Fordham Avenue forming an interior angle with the last described course of 92 degrees 43 minutes 35 seconds, a distance of 72.08 feet to the point or place of BEGINNING.

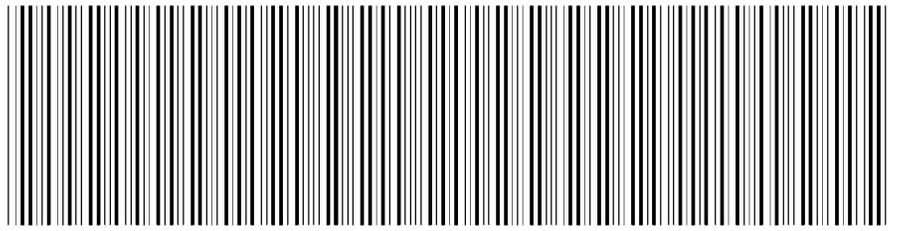
FOR INFORMATION ONLY: BLOCK 3043 LOT 72

ALTA LOAN POLICY 2006

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024042500542007001S5904

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024042500542007
Document Type: DEED

Document Date: 04-16-2024

Preparation Date: 04-30-2024

ASSOCIATED TAX FORM ID: 2024032100383

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

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

2
3

FOR CITY USE ONLY

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

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 4223 3 AVENUE BRONX 10457
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORAT
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

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

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

8. Seller Name PEREZ RADAME JOSE
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

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

A 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 11 / 2 / 2018
 Month Day Year

11. Date of Sale / Transfer 4 / 16 / 2024
 Month Day Year

12. Full Sale Price \$ 2,750,000
 (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 G, 6 16. Total Assessed Value (of all parcels in transfer) 1,674,000

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BRONX 3043 72

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.

[Handwritten Signature]

BUYER

See Attached

BUYER'S ATTORNEY

BUYER SIGNATURE

ONE STATE STREET SUITE 1015

LAST NAME

FIRST NAME

STREET NUMBER

STREET NAME (AFTER SALE)

AREA CODE

TELEPHONE NUMBER

NEW YORK

NY

10004

SELLER

CITY OR TOWN

STATE

ZIP CODE

SELLER SIGNATURE

DATE

[Handwritten Signature]

4/16/24

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

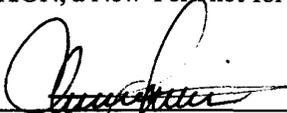
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing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

GRANTEE:

521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation

TAX IDENTIFICATION NUMBER:

By:


Name: Christopher Lacovara
Title: Secretary



Sworn to and subscribed to before me on

This 4th day of April, 2024


Notary Public



[Signature Page for the 4233 Third Ave Deed – ACRIS – Grantee – 521 East Tremont HDFC]

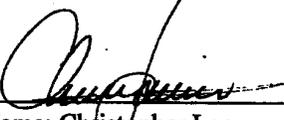
GRANTEE:

521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation

TAX IDENTIFICATION NUMBER:

[REDACTED]

By:


Name: Christopher Lacovara
Title: Secretary

Sworn to and subscribed to before me on
This 4th day of APRIL, 2024

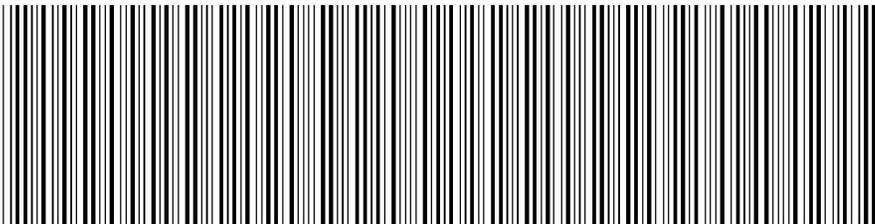

Notary Public



[Sig Page for the Outstanding portion of 4233 Third Ave Deed – ACRIS – Grantee – 521 East Tremont HDFC]

**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.



2024042500542008001E96D1

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 7

Document ID: 2024042500542008

Document Date: 04-16-2024

Preparation Date: 04-30-2024

Document Type: DEED

Document Page Count: 5

PRESENTER:

CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVE, 8TH FLOOR
CT18-00450-BX (CES)
NEW YORK, NY 10017
212-880-1453
CTINYRECORDING@CTT.COM

RETURN TO:

MEGA GROUP DEVELOPMENT, LLC
M. PONCE
48-02 25TH AVENUE, SUITE 400
ASTORIA, NY 11103

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	3043	77	Entire Lot	521 EAST TREMONT AVENUE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	3043	46	Entire Lot	1904 BATHGATE AVENUE

Property Type: RESIDENTIAL VACANT LAND

Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

MATRIX TREMONT, INC.
C/O: PAONE & ASSOCIATES, PLLC, 1076 NEILL
AVENUE
BRONX, NY 10461

GRANTEE/BUYER:

521 EAST TREMONT HOUSING DEVELOPMENT
FUND CORPORAT
ONE STATE STREET SUITE 1015
NEW YORK, NY 10004

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: \$ 68.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 215,906.25

NYS Real Estate Transfer Tax:

\$ 53,462.50

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

CITY OF NEW YORK

Recorded/Filed 05-03-2024 12:24

City Register File No.(CRFN):

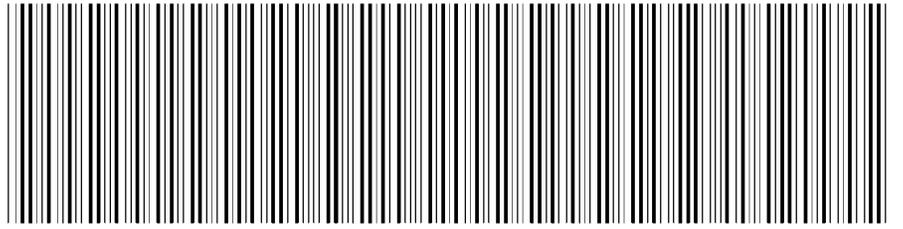
2024000113726



Collette McChia-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024042500542008001C9451

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 7

Document ID: 2024042500542008
Document Type: DEED

Document Date: 04-16-2024

Preparation Date: 04-30-2024

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	3043 80 Entire Lot		513 EAST TREMONT AVENUE

Property Type: COMMERCIAL REAL ESTATE

THIS INDENTURE, made the 16TH day of APRIL in the year 2024

BETWEEN MATRIX TREMONT, INC, HAVING AN ADDRESS AT C/O PAONE & ASSOCIATES, PLLC, 1076 NEILL AVENUE, BRONX, NEW YORK 10461
Party of the first part, and

521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION, HAVING AN ADDRESS AT C/O COMMUNITY ACCESS, INC., ONE STATE STREET, SUITE 1015, NEW YORK, NEW YORK 10004
Party of the second part,

WITNESSETH, that the party of the first part, in consideration of

\$10.00 (TEN) OVC dollars

Paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED

THIS TRANSACTION IS BEING DONE WITHIN THE NORMAL COURSE OF BUSINESS

SAID PREMISES ALSO BEING KNOWN AS 521 EAST TREMONT AVENUE, 513 TREMONT AVENUE, & 1904 BATHGATE AVENUE BRONX, NEW YORK 10457

BRONX COUNTY

BLOCK: 3043

LOT(S): 46, 77 & 80

BEING AND INTENDED TO BE THE SAME PREMISES AS CONVEYED TO GRANTOR HEREIN BY DEED DATED 08/03/2015 RECORDED 09/10/2015 IN CRFN:2015000318211

BEING AND INTENDED TO BE THE SAME PREMISES AS CONVEYED TO GRANTOR HEREIN BY DEED DATED 7/22/1987 AND RECORDED 8/26/1987 IN REEL 782, PAGE 1672

BEING AND INTENDED TO BE THE SAME PREMISES AS CONVEYED TO GRANTOR HEREIN BY DEED DATED 7/22/1987 AND RECORDED 8/26/1987 IN REEL 782, PAGE 1670

TOGETHER with all right, title and interest, if any, of the party of the first part 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 and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

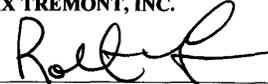
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

MATRIX TREMONT, INC.

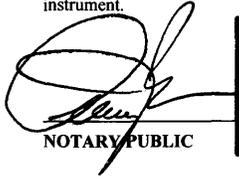
BY: 

ROBERT GUARASCIO, PRESIDENT

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of NEW YORK, County of BRONX, ss:

On the 16TH day of APRIL in the year 2024, before me, the undersigned, personally appeared ROBERT GUARASCIO, 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.



ANTHONY J. PAONE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PA4966463
Qualified in Bronx County
My Commission Expires 1/1/2026

NOTARY PUBLIC

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS
TAKEN IN NEW YORK STATE**

State of New York, County of _____, ss:
On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the
subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

**Bargain and Sale Deed
With Covenants**

Title No. Chicago Title
#CT18-00450-BX

MATRIX TREMONT, INC.

TO

521 EAST TREMONT HOUSING DEVELOPMENT
FUND CORPORATION

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of _____, ss:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared

_____, Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(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.

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK
STATE**

*State of Georgia, County of _____, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the _____ day of April in the year 2024 before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), 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, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

BLOCK: 3043

LOT(S): 46, 77 & 80

COUNTY OR TOWN: BRONX

RETURN BY MAIL TO:

Mega GROUP
48-02 25th Ave #400
Astoria NY 11103
ATTN: M. Ponce

CHICAGO TITLE INSURANCE COMPANY

CT18-00450-BX

SCHEDULE A DESCRIPTION - Continued

PARCEL III

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 a point on the easterly side of Bathgate Avenue 95.13 feet north of the intersection of the easterly side of Bathgate Avenue and the northerly side of East Tremont Avenue;

CONTINUING THENCE northerly along the easterly side of Bathgate Avenue, a distance of 24.82 feet to a point;

THENCE easterly at right angles to the easterly side of Bathgate Avenue, a distance of 84.74 feet to a point;

THENCE southerly along a line forming an interior angle with the last described course of 92 degrees 41 minutes 56 seconds, a distance of 24.85 feet to a point;

THENCE westerly along a line forming an interior angle with the last described course of 87 degrees 18 minutes 22 seconds, a distance of 85.91 feet to the point or place of BEGINNING.

FOR INFORMATION: Block 3043 lot 46

ALTA Owner's Policy Schedule A-06

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CHICAGO TITLE INSURANCE COMPANY

CT18-00450-BX

SCHEDULE A DESCRIPTION

PARCEL I:

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 intersection of the westerly side of Third Avenue and the northerly side of East Tremont Avenue;

RUNNING THENCE westerly along the northerly side of East Tremont Avenue, a distance of 58.51 feet to a point;

THENCE northerly at right angles to the northerly side of East Tremont Avenue, a distance of 72.19 feet to a point;

THENCE westerly along a line forming an exterior angle with the last described course of 98 degrees 51 minutes 49 seconds, a distance of 55.52 feet to a point;

THENCE northerly along a line forming an interior angle with the last described course of 92 degrees 41 minutes 38 seconds, a distance of 40.03 feet to a point;

THENCE easterly along a line forming an interior angle with the last described course of 87 degrees 17 minutes 38 seconds, a distance of 120.00 feet to a point;

THENCE southerly along a line forming an interior angle with the last described course of 92 degrees 43 minutes 43 seconds, a distance of 40.02 feet to a point;

THENCE easterly along a line form an exterior angle with the last described course of 90 degrees 25 minutes 37 seconds, a distance of 1.93 feet to a point on the westerly side of Third Avenue;

THENCE southerly along the westerly side of Third Avenue forming an interior angle with the last described course of 90 degrees 00 minutes 34 seconds, a distance of 62.43 feet to the point or place of BEGINNING.

FOR INFORMATION: BLOCK 3043 LOT 77

ALTA Owner's Policy Schedule A-06

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CHICAGO TITLE INSURANCE COMPANY

CT18-00450-BX

SCHEDULE A DESCRIPTION - Continued

PARCEL II:

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 a point on the northerly side of East Tremont Avenue 58.51 feet west of the intersection of the westerly side of Third Avenue and the northerly side of East Tremont Avenue;

CONTINUING THENCE westerly along the northerly side of East Tremont Avenue, a distance of 74.51 feet to a point;

THENCE northerly along a line forming an interior angle with the last described course of 89 degrees 59 minutes 58 seconds, a distance of 83.81 feet to a point;

THENCE easterly along a line forming an interior angle with the last described course of 81 degrees 08 minutes 09 seconds, a distance of 75.41 feet to a point;

THENCE southerly along a line forming an interior angle with the last described course of 98 degrees 51 minutes 49 seconds, a distance of 72.19 feet to the point or place of BEGINNING.

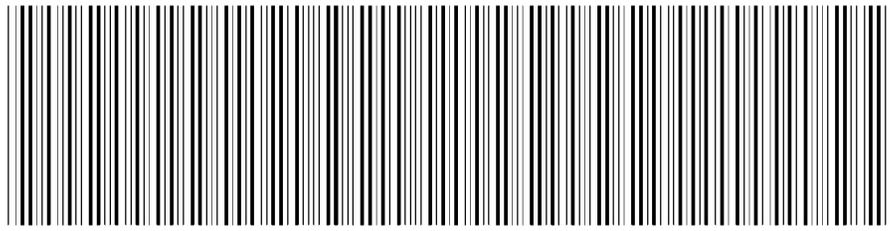
FOR INFORMATION: BLOCK 3043 LOT 80

ALTA Owner's Policy Schedule A-06

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024042500542008001S5850

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024042500542008
Document Type: DEED

Document Date: 04-16-2024

Preparation Date: 04-30-2024

ASSOCIATED TAX FORM ID: 2024040400311

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

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

3
3

FOR CITY USE ONLY

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

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 521 EAST TREMONT AVENUE BRONX 10457
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORAT
 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 3 # of Parcels OR Part of a Parcel

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

8. Seller Name MATRIX TREMONT, INC.
 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 4 / 16 / 2024
 Month Day Year

11. Date of Sale / Transfer 4 / 16 / 2024
 Month Day Year

12. Full Sale Price \$ 8,225,000
 (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 K, 4

16. Total Assessed Value (of all parcels in transfer) 11,155,500

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BRONX 3043 77 BRONX 3043 46 BRONX 3043 80

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		DATE		LAST NAME		FIRST NAME	
C/O: MEGA DEVELOPMENT LLC		4802 25TH AVE STE 400					
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
LONG ISLAND CITY		NY		11103-1027		SELLER	
CITY OR TOWN		STATE		ZIP CODE		DATE	

Roll
SELLER
by: Robert Guarascio, President

4/9/24

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

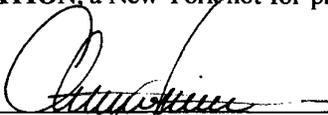
CERTIFICATION

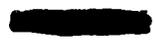
I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing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

GRANTEE:

521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation

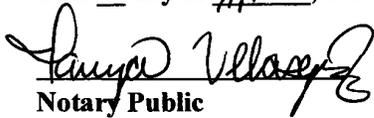
TAX IDENTIFICATION NUMBER:

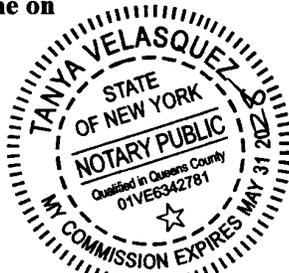
By: 
Name: Christopher Lacovara
Title: Secretary



Sworn to and subscribed to before me on

This 4th day of April, 2024


Notary Public



[Signature Page for the 521 East Tremont - Deed ACRIS - Grantee - 521 East Tremont HDFC]



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: 3043 LOT: 77

(2) Property Address: 521 EAST TREMONT AVENUE, BRONX, NY 10457

(3) Owner's Name: 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORAT

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: see attached Date (mm/dd/yyyy)

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

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



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

Borough	Block	Lot	Street	City	State	Zip
BRONX	3043	46	1904 BATHGATE AVENUE	NY	NY	10457
BRONX	3043	80	513 EAST TREMONT AVENUE	NY	NY	10457

202404040031110103



Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME: 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION

FOREIGN LEGAL NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)

SECTION OF LAW: NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI) - 402 NOT-FOR-PROFIT CORPORATION LAW AND 573 PRIVATE HOUSING FINANCE LAW - PRIVATE HOUSING FINANCE LAW

DATE OF INITIAL DOS FILING: 03/27/2024

EFFECTIVE DATE INITIAL FILING: 03/27/2024

FOREIGN FORMATION DATE:

COUNTY: NEW YORK

JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 7291565

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS: ACTIVE

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS: NOT REQUIRED

NEXT STATEMENT DUE DATE:

NFP CATEGORY: CHARITABLE

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION
One State Street, Suite 1015
New York, New York 10004

November 26, 2025

521 Tremont Owner LLC
48-02 25th Avenue, Suite 400
Astoria, New York 11103

RE: Property Access and Authorization
New York State Brownfield Cleanup Program
521 East Tremont Site
521 East Tremont Avenue
Bronx, New York 10457
Block 3043, Lots 72 and 77

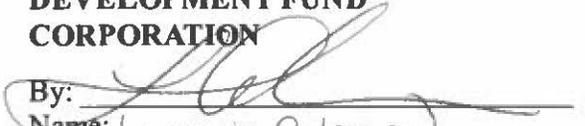
Dear Sir or Madam:

521 East Tremont Housing Development Fund Corporation (hereinafter referred to as the "Owner") owns the property located at 521 East Tremont Avenue, Bronx, New York 10457, Block 3043, Lots 72 and 77 (collectively the "Property" or the "Site"). The Owner hereby authorizes the entities listed on Exhibit A, attached hereto (collectively referred to as the "Authorized Applicant(s)/Requestor(s)"), to access the Property and to apply to participate in and perform any obligations required under the New York State Department of Environmental Conservation's ("NYSDEC") Brownfield Cleanup Program ("BCP").

The Owner understands that the Authorized Applicant(s)/Requestor(s) will also need to provide access to NYSDEC and environmental professionals that the Authorized Applicant(s)/Requestor(s) has/have hired to perform any investigation and remedial activities under the BCP. Owner further understands that an environmental easement may be needed in connection with BCP efforts and authorizes the placement of an easement on or through the Property in accordance with a separate agreement between the parties.

Sincerely,

**521 EAST TREMONT HOUSING
DEVELOPMENT FUND
CORPORATION**

By: 

Name: Lorraine Coleman

Title: Authorized Signatory - Secretary

**521 East Tremont Site
521 East Tremont Avenue
Bronx, New York 10457
Block 3043, Lots 72 and 77**

EXHIBIT A

AUTHORIZED APPLICANT(S)/REQUESTOR(S)

**521 Tremont Owner LLC
M521 Tremont LLC**

521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION

OFFICER'S CERTIFICATE

The undersigned does hereby certify as of December 11, 2025 as follows:

1. The undersigned is a duly elected, qualified and acting officer of 521 East Tremont Housing Development Fund Corporation, a New York not-for-profit corporation (the "Corporation").

2. Attached hereto as Exhibit A is a true, correct and complete copy of certain resolutions (the "Resolutions") adopted by the members of the Board of Directors of the Corporation. The Resolutions have not been amended or revoked and are now in full force and effect.

3. Attached hereto as Exhibit B is a true and correct copy of the certificate of incorporation of the Corporation (the "Certificate of Incorporation"). The Certificate of Incorporation has not been amended or revoked and is now in full force and effect.

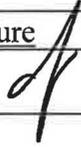
4. Attached hereto as Exhibit C is a true and correct copy of the by-laws of the Corporation (the "Bylaws"). The Bylaws have not been amended or revoked and are now in full force and effect.

5. Attached hereto as Exhibit D is a certificate of existence for the Corporation issued by the New York State Department of State.

6. This certificate is delivered to TD Bank, N.A., a national banking association ("Bank"), USA Institutional 521 Tremont Avenue LLC ("Investor Member"), City of New York acting by and through its Department of Housing Preservation and Development ("HPD"), KeyBank National Association ("Permanent Lender") and Hirschen Singer & Epstein LLP ("HSE"). Bank, Investor Member, HPD, Permanent Lender, HSE and each of their respective officers, directors, members, managers, successor and assigns are entitled to rely on this Certificate until canceled or amended by delivery to Bank, Investor Member, HPD, Permanent Lender, HSE of a further certificate of an officer of the Corporation.

[continues on following page]

7. The following person is a duly elected officer of the Corporation, holding the office as shown below, and the signature set forth opposite the name of officer is their true and actual signature:

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
Carolyn Hedigan	President	
Lorraine Coleman	Secretary	

[signature page follows]

7. The following person is a duly elected officer of the Corporation, holding the office as shown below, and the signature set forth opposite the name of officer is their true and actual signature:

<u>Incumbent</u>	<u>Office</u>	<u>Signature</u>
Carolyn Hedigan	President	
Lorraine Coleman	Secretary	

[signature page follows]

IN WITNESS WHEREOF, the undersigned has signed this Certificate as of the date and year first written above.



Name: Michelle Des Roches

Title: *Treasurer*

Exhibit A

**UNANIMOUS WRITTEN CONSENT TO ACTION OF
THE BOARD OF DIRECTORS OF
521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION**

Pursuant to Section 708(b) of the Not-for-Profit
Corporations Law of the State of New York

December 11, 2025

THE UNDERSIGNED, being all of the directors of 521 East Tremont Housing Development Fund Corporation, a New York not-for-profit corporation (the “Corporation”), each of whom pursuant to the by-laws of the Corporation would be entitled to notice of a meeting of the Board of Directors for the purpose of taking the action and adopting the resolutions set forth below, do hereby waive such notice, make the following statements, take the following action and adopt the following resolutions by unanimous written consent to action without a meeting pursuant to Section 708(b) of the Not-for-Profit Corporation Law of the State of New York:

WHEREAS, Community Access, Inc., a New York not for profit corporation (“CA”) is the sole member of the Corporation;

WHEREAS, the Corporation is the manager and owner of 50% membership interests in CA/CHN Tremont LLC, a New York limited liability company (“CA/CHN”);

WHEREAS, CA/CHN is the owner of 51% membership interests in 521 Tremont MM LLC, a New York limited liability company (“Tremont MM”) and M521 Tremont LLC, a New York limited liability company (“M521”) is the owner of the remaining 49% membership interests in Tremont MM and is the manager of Tremont MM;

WHEREAS, Tremont MM is the managing member and owner of 0.005% membership interest in 521 Tremont Owner LLC, a New York limited liability company (“Borrower”);

WHEREAS, the Corporation is the fee owner of that certain real property located at 521 East Tremont Avenue, Bronx, New York and designated as Block 3043 Lot 77 on the Tax Map of the City of New York, Bronx County (“Premises”) and the Tremont MM is the current equitable and beneficial owner of the Premises pursuant to that certain Declaration of Interest and Nominee Agreement dated as of April 16, 2024 and recorded in CRFN 2024000113727 on May 3, 2024 in the Office of the City Register of the City of New York, Bronx County (“Original Nominee Agreement”);

WHEREAS, the Corporation and the Tremont MM intend to terminate the Original Nominee Agreement and the Corporation will transfer all beneficial and equitable interest in the Premises to Borrower and act as the nominee of Borrower pursuant to a Declaration of Interest and Nominee Agreement (the “Nominee Agreement”);

WHEREAS, the Corporation and Borrower intend to submit the Premises to the provisions of Article 9-B of the Real Property Law of the State of New York and create East Tremont Condominium (the "Condominium") which will consist of (a) one (1) condominium unit containing approximately 149 residential units, social services office and ancillary space thereto ("Resi Unit 1"), (b) one (1) condominium unit containing approximately 64 residential units (inclusive of one superintendent's unit) and ancillary space thereto ("Resi Unit 2" and together with Resi Unit 1, the "Resi Units"), (c) one (1) condominium unit containing approximately 7,081 square feet of parking space and ancillary space thereto ("Parking Unit"), (d) one (1) condominium unit containing approximately 8,904 square feet of community facility space and ancillary space thereto ("CF Unit 1"), (e) one (1) condominium unit containing approximately 2,322 square feet of community facility space and ancillary space thereto ("CF Unit 2", together with CF Unit 1, the "CF Units"), (f) one (1) condominium unit containing approximately 4,000 square feet of retail space and ancillary space thereto ("Retail Unit 1") and (g) one (1) condominium unit containing approximately 8,533 square feet of retail space and ancillary space thereto ("Retail Unit 2" and together with Retail Unit 1, the "Retail Units" and collectively with the Resi Units and CF Units, the "Project");

WHEREAS, the Corporation and Borrower desire to finance the development of the Project through (i) a first mortgage from TD Bank, N.A. ("Bank") in the approximate principal amount of \$54,180,000 ("Bank Loan"), (ii) a second mortgage loan from the City of New York acting by and through its Department of Housing Preservation and Development ("HPD") in the approximate principal amount of \$72,794,062 ("HPD NC Loan"), (iii) a third mortgage loan from HPD in the approximate principal amount of \$1,500,000 ("HPD Reso A Loan"), (iv) a subordinate mortgage loan from CA in the approximate principal amount of \$2,784,364 ("CA DDF Loan"), (v) a subordinate mortgage loan from M521 in the approximate principal amount of \$6,496,849 ("M521 DDF Loan" and together with the CA DDF Loan, the "DDF Loan"), (vi) a subordinate mortgage loan from CA in the approximate principal amount of \$2,682,225 ("CA Sponsor Loan"), (vii) a subordinate mortgage loan from KeyBank National Association, a national banking association ("Permanent Lender") in the approximate principal amount of \$1,443,650 (the "Conversion Assurance Fee Loan"), (viii) the transfer of membership interests in Borrower to USA Institutional 521 Tremont Avenue LLC, a Delaware limited liability company ("Investor Member") in exchange for an equity investment in the Project in the approximate aggregate amount of \$40,791,403 (the "Equity Investment") and (ix) such other loans and/or grants deemed necessary or convenient by Borrower (items (i) through (ix), the "Construction Financing");

WHEREAS, upon completion of construction of the Project, Borrower and the Corporation will refinance the Bank Loan with a first priority loan in the approximate amount of \$28,468,000 ("Permanent Loan" and together with Construction Financing, the "Financing") from the Permanent Lender;

WHEREAS, to secure the Equity Investment, the Investor Member will become a member of Borrower and the Investor Member and Tremont MM will enter into and adopt that certain Amended and Restated Operating Agreement of Borrower ("Borrower OA") and will enter into certain ancillary agreements thereto ("Equity Ancillary Documents");

WHEREAS, in connection with the HPD Loan and the development of the Project, Borrower and HDFC will enter into a regulatory agreement with HPD pursuant to which it will be

subject to certain affordability provisions (“HPD Regulatory Agreement”);

WHEREAS, in connection with the development of the Project, M521 and CA (collectively, the “Developer”) will enter into a Development Agreement with Borrower, pursuant to which Developer will develop the Project and receive certain fees in connection therewith (the “Development Agreement”);

WHEREAS, Borrower and the Corporation will enter into that certain Construction Contract with Mega Contracting Group LLC (the “General Contractor”), pursuant to which the General Contractor will construct the Project and receive certain fees in connection therewith (the “Construction Contract”);

WHEREAS, the Borrower will enter into the Agreement to Enter into Rental Assistance Contract (“ARAC”) and subsequently a Rental Assistance Contract (“RAC”) in connection with rental subsidy for approximately 63 supportive residential units in the Project;

WHEREAS, Borrower will enter into that certain Tenant Services Agreement with CA to provide certain supportive services to residents of the Project (the “Tenant Services Agreement”) pursuant to that certain social services contract to be entered into by and between CA and the New York City Human Resources Administration City of New York or other applicable city agency;

WHEREAS, Borrower will enter into that certain Property Management Agreement with CA to rent, lease, operate and manage the Project and receive certain fees in connection therewith (the “Management Agreement”);

WHEREAS, Borrower will enter into a Master Lease with Tremont MM pursuant to which Tremont MM will lease from Borrower the portion of the Project that will ultimately consist of the Parking Unit (“Parking Master Lease”);

WHEREAS, the Borrower will enter into a lease with Community Healthcare Network, Inc., a New York not for profit corporation, or its affiliate (“CHN”) pursuant to which CHN shall lease the portion of the Project that will ultimately consist of the CF Unit 1 (“CHN Lease” and together with the Parking Master Lease, the HPD Regulatory Agreement, the Development Agreement, Construction Contract, the ARAC, RAC, Tenant Services Agreement and the Management Agreement, the “Project Documents”);

WHEREAS, pursuant to that certain Commercial Unit Option and Put Agreement dated as of April 16, 2024 by and between FJJ Calabria LLC (the “Optionee”) and Tremont MM, the Borrower and the Corporation shall convey the Retail Units to the Optionee or its affiliate upon the issuance of a temporary certificate of occupancy for the Retail Units (“Retail TCO”) or if the funders of the Project require that such conveyance occur at the conversion of the Construction Financing, the Borrower shall enter into a triple net lease with the Optionee for the Retail Units upon the issuance of the Retail TCO and convey the Retail Units at conversion of the permanent financing (the “Retail Conveyance”); and

WHEREAS, pursuant to the terms of that certain Operating Agreement of the Company, the M521 shall transfer its membership interest in Tremont MM to CA/CHN for One Dollar

(\$1.00) (“Mandatory Transfer”) and upon such Mandatory Transfer, M521 shall have no further ownership interest or economic interests in the Project, except as expressly provided in the Operating Agreement of the Tremont MM.

NOW THEREFORE, BE IT

RESOLVED, that each of the members of the Board of Directors of the Corporation hereby authorize and direct the Corporation to (i) terminate the Original Nominee Agreement and enter into the Nominee Agreement with Borrower, (ii) enter into the Project Documents, as applicable, (iii) effectuate the Financing, (iv) file and submit the condominium declaration of the Condominium and any ancillary documents or instruments thereto to effectuate the formation of the Condominium, (v) enter into that certain Member Consent and Certificate of CA/CHN (the “CA/CHN Consent”) and authorize CA/CHN to approve and perform all actions described in the CA/CHN Consent; and (vi) hereby accept, approve, and ratify all acts taken by the directors of the Corporation and their appointed and retained representatives, agents, consultants, advisors, and counsels in, inter alia, conceiving, planning, analyzing, modeling, drafting, documenting, directing and implementing the Project and the transactions described herein; and be it further

RESOLVED, that the Board of Directors of the Corporation, hereby consent to the transactions described in the CA/CHN Consent, and hereby consent, ratify and approve the execution and delivery of the CA/CHN Consent by the Company and the performance of the actions described in the CA/CHN Consent; and it is further

RESOLVED, that each of the officers of the Corporation, be and hereby are, authorized and directed, in the name and on behalf of the Corporation, on its own behalf and as manager of CA/CHN, to execute and deliver all agreements, documents and instruments that are required to terminate the Original Nominee Agreement and enter into the Nominee Agreement to transfer all equitable and beneficial interest in the Premises to the Borrower, and all ancillary and relevant documents, instruments or certificates thereto, the execution thereof by an officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers of the Corporation, be and hereby are, authorized and directed, in the name and on behalf of the Corporation, on its own behalf and as manager of CA/CHN, to execute and to deliver all agreements, documents and instruments required to effectuate the Financing, including but not limited to the building loan agreements, project loan agreements, mortgages, notes, contracts, the Guarantees and regulatory agreements, the execution thereof by an officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers of the Corporation, be and hereby are, authorized and directed, in the name and on behalf of the Corporation, on its own behalf and as manager of CA/CHN, to execute and deliver the Project Documents, to which the Corporation is a party, and all ancillary and relevant documents, instruments or certificates thereto, the execution thereof by an officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers of the Corporation, be and is authorized and directed, in the name of and on behalf of the Corporation, on its own behalf and as manager of CA/CHN, on its own behalf, to execute and to deliver all agreements, documents and instruments, in favor of, associated with, required or requested by HPD, Bank, the Investor Member, Permanent Lender and/or any other funder of the Project in connection with the Financing, or otherwise deemed necessary or beneficial for the acquisition, construction, financing development and operation of the Project including, but not limited to, the Guarantees, regulatory agreements, commitments, notes, mortgages, loan agreements, security agreements, affidavits, regulatory agreements, and any and all other documents including but not limited to amendments to the aforementioned documents and collateral security instruments ancillary to the foregoing, the execution thereof by such officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers be, and hereby are, authorized and directed, in the name and on behalf of the Corporation, acting on its own behalf and as manager of CA/CHN, to execute and deliver all agreements, documents and instruments that are required to effectuate the entry of the Investor Member to Borrower connection with the sale of 99.99% of the membership interests in Borrower to the Investor Member in exchange for the Equity Investment, including but not limited to Borrower OA and Equity Ancillary Documents and any and all other relevant documents and certificates, the execution thereof by such officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers be, and hereby are, authorized and directed, in the name and on behalf of the Corporation, acting on its own behalf and as manager of CA/CHN, to execute and deliver all agreements, documents and instruments that are required to effectuate and form the Condominium and all other agreements and instruments ancillary thereto, including but not limited to the condominium declaration, application for no action letter and affidavits, the execution thereof by such officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers be, and hereby are, authorized and directed, in the name and on behalf of the Corporation, acting on its own behalf and as manager of CA/CHN, to execute and deliver all documents, instruments and agreements required to effectuate the Retail Conveyance, including but not limited to deeds, bills of sale, memorandums of lease, transfer tax affidavits and forms ancillary thereto, and all other ancillary and relevant documents, instruments or certificates thereto the execution thereof by such officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that each of the officers be, and hereby are, authorized and directed, in the name and on behalf of the Corporation, acting on its own behalf and as manager of CA/CHN, to execute and deliver all documents, instruments and agreements required to effectuate the Mandatory Transfer and all ancillary and relevant documents, instruments or certificates thereto the execution thereof by such officer to be conclusive evidence of the approval by them of such agreements, documents and instruments and the transactions described therein; and be it further

RESOLVED, that any and all actions by any of the officers of the Corporation, and any person or persons designated, appointed, or retained and duly authorized so to act by any such officer of the Corporation, to do and perform, or cause to be done and performed, or to execute and deliver, or cause to be executed and delivered, in the name and on behalf of the Corporation, any and all such other ancillary, collateral, additional or supplemental documentation, including but not limited to notices, requests, demands, or directions; consents, approvals, acceptances, appointments, applications, or waivers; certificates, affidavits, or other further assurances; other agreements, instruments amendments, or modifications, under organizational seal of the Corporation if required, and the payment of any fees, expenses and taxes, in the name and on behalf of the Corporation, as may be deemed necessary or advisable in order to carry into effect the intent of the foregoing resolutions or to comply with the requirements of the instruments and documents approved or authorized by the foregoing resolutions is hereby approved, ratified and confirmed; and be it further

RESOLVED, that the taking of any action or the execution of such documents and/or instruments by any officer of the Corporation pursuant to the terms of these resolutions shall be deemed conclusive evidence of the determination of such executing person that such action or execution was appropriate and in the best interests of the Corporation; and it is further

RESOLVED, the Board of Directors of the Corporation authorize non-substantive and immaterial modifications to these resolutions as required by HPD, Bank, the Investor Member, Permanent Lender and/or any other funder of the Project prior to consummation of the transactions described herein; and it is further

RESOLVED, that Bank, HPD, Investor Member and Permanent Lender are hereby authorized to rely upon these resolutions, and upon any certificate of any officer of the Corporation with respect thereto until receipt of actual written notice of the revocation thereof, and may conclusively presume that the persons so designated continue to hold office until actual receipt of a certificate from an Officer of the Corporation, to the contrary.

RESOLVED, that this Unanimous Written Consent may be signed in any number of counterparts and shall become effective as of the date written above.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent to Action of the Board of Directors of the Corporation as of the date first written above.



MICHELLE DES ROCHES

LORRAINE COLEMAN

CAROLYN HEDIGAN

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent to Action of the Board of Directors of the Corporation as of the date first written above.

MICHELLE DES ROCHES



LORRAINE COLEMAN

CAROLYN HEDIGAN

IN WITNESS WHEREOF, the undersigned directors have executed this Unanimous Written Consent to Action of the Board of Directors of the Corporation as of the date first written above.

MICHELLE DES ROCHES

LORRAINE COLEMAN

CAROLYN HEDIGAN

A handwritten signature in black ink, appearing to be 'CH', is written over the signature line for Carolyn Hedigan.

Exhibit B

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION
DOCUMENT TYPE : CERTIFICATE OF INCORPORATION
ENTITY TYPE : DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)

DOS ID : 7291565
FILE DATE : 03/27/2024
FILE NUMBER : 240328001140
TRANSACTION NUMBER : 202403270003781-3086642
EXISTENCE DATE : 03/27/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : C/O COMMUNITY ACCESS, INC.
ONE STATE STREET, SUITE 1015
NEW YORK, NY, 10004, USA

**ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS :**

N/A

FILER : HIRSCHEN, SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR,
NEW YORK, NY, 10010, USA

SERVICE COMPANY : UNITED CORPORATE SERVICES, INC.
SERVICE COMPANY ACCOUNT : 37
CUSTOMER REFERENCE : 521EA97040

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005449705

TOTAL FEES:	\$110.00	TOTAL PAYMENTS RECEIVED:	\$110.00
<hr/>			
FILING FEE:	\$75.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$110.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION, File Number 240328001140 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on March 28, 2024.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**CERTIFICATE OF INCORPORATION
OF
521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION**

**PURSUANT TO ARTICLE XI OF THE PRIVATE HOUSING FINANCE LAW
AND SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW OF THE
STATE OF NEW YORK**

THE UNDERSIGNED, for the purpose of forming a housing development fund corporation pursuant to Article XI of the Private Housing Finance Law and Article 4 of the Not-For-Profit Corporation Law, hereby certifies:

1. Name. The name of the corporation is **521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION** ("Corporation").
2. Definitions. As used herein, the following terms shall have the meanings set forth below:
 - a. "AMI" shall mean, at the option of the Supervising Agency, either (i) the area median income for the primary metropolitan statistical area as determined by HUD from time to time for a family of four, as adjusted for family size, or (ii) two hundred percent of the income limit established from time to time by HUD pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended, for very low income families (those at or below fifty percent of area median income) receiving housing assistance payments in New York City, as adjusted for household size. If HUD ceases to establish either such figure, the Supervising Agency shall establish an alternative method of determining AMI.
 - b. "Annual Income" shall mean the anticipated total income from all sources to be received by the household head and spouse and by each additional member of the household, including all net income derived from assets, for the twelve month period following the date of initial determination of income. The definitions and descriptions of income set forth in HUD regulations contained in 24 CFR 5.609 or any successor regulations shall apply for the purpose of determining Annual Income.
 - c. "Certificate" shall mean this Certificate of Incorporation.
 - d. "Corporation" shall mean 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION.
 - e. "HUD" shall mean the United States Department of Housing and Urban Development or its successors.
 - f. "NPCL" shall mean the Not-For-Profit Corporation Law.

- g. "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 Supervising Agency or with any other governmental agency or instrumentality.
 - h. "PHFL" shall mean the Private Housing Finance Law.
 - i. "Supervising Agency" shall mean the Department of Housing Preservation and Development of the City of New York or its successor.
3. Duration. The duration of the Corporation shall be perpetual.
4. Type And Purpose. The Corporation is a corporation as defined in NPCL §102(a)(5). The Corporation is a charitable not-for-profit corporation organized pursuant to NPCL §201 and PHFL §573 exclusively for the purpose of developing and operating a housing project for Persons Of Low Income. The Corporation is organized exclusively for such charitable purpose in accordance with §501(c)(3) and §501(c)(4) of the Internal Revenue Code of 1986, as amended ("IRC"), in order to: provide relief for the poor, the distressed, and the underprivileged; lessen the burdens of government; lessen neighborhood tensions; eliminate prejudice and discrimination; and combat community deterioration. The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under IRC §501(c)(3), §501(c)(4), or corresponding provisions of any subsequent federal tax laws.
5. Powers.
- a. Powers. The Corporation is empowered to do and perform all lawful acts necessary to accomplish the corporate purpose in accordance with this Certificate, the PHFL, and the NPCL, including, but not limited to, (i) purchasing or leasing the real property identified in this Certificate and constructing one or more new multiple dwellings thereon, (ii) the execution of such instruments and undertakings as may be required by any governmental body providing financial assistance to the Corporation.
 - b. Rentals. Except as may be specifically authorized in writing by the Supervising Agency:
 - 1. The Corporation shall not cause or permit any vacant dwelling unit to be rented to, or occupied by, anyone other than a Person Of Low Income.
 - 2. Except as may be otherwise required by law, the Corporation shall not consent to or cause or permit the sublease of any dwelling unit or the assignment of any lease to anyone other than a Person Of Low Income.

3. Notwithstanding any provision of this Section 5.b to the contrary, up to one superintendent's unit in any building may be rented to and occupied by a superintendent for such building who is not a Person Of Low Income.
 - c. Consent. The Corporation shall not engage in any act or activity requiring the consent or approval of any governmental entity or official without such consent or approval first being obtained.
6. Office. The office of the Corporation is to be located in the County of New York in the City and State of New York.
7. Books And Records. Pursuant to NPCL §621, the books and records of the Corporation shall be kept at an office located at c/o Community Access, Inc., One State Street, Suite 1015, New York, New York 10004.
8. Project. The housing project is to be located on Block 3043 Lots 46, 72, 77 and 80, in the Borough of the Bronx, City and State of New York, said site having the street address 521 East Tremont Avenue and 4223 Third Avenue, Bronx, New York.
9. Non-Profit. The Corporation is not organized for pecuniary profit or financial gain. All income and earnings of the Corporation shall be used exclusively for corporate purposes, and no part of the net income or net earnings of the Corporation shall inure to the benefit or profit of any private individual, firm, corporation, or association, including, but not limited to, any member, director, trustee, officer, or employee of the Corporation, or any other individual, firm, association, or entity. Nothing herein shall prohibit the Corporation from paying reasonable compensation to salaried employees.
10. Seed Loans. If the Corporation receives a temporary loan or advance from the housing development fund or a municipal housing development fund, as established by or pursuant to Article XI of the PHFL:
 - a. The Corporation shall be authorized to enter into an agreement with the Supervising Agency providing for regulation with respect to rents, profits, dividends, and disposition of the property or franchises; and
 - b. The Supervising Agency shall have the power, if, in its discretion, it determines either that any such temporary loan or advance is in jeopardy of not being repaid, or that the proposed housing project for which such temporary loan or advance was made is in jeopardy of not being constructed, to appoint to the board of directors of the Corporation a number of new directors, which number shall be sufficient to constitute a majority of such board, notwithstanding any other provision of this Certificate or of any other provision of law.

11. Sale of Assets. The Corporation shall not sell, transfer, or assign or contract to sell, transfer, or assign all or substantially all of its assets, or any of its real property, without the prior written approval of the Supervising Agency.
 - a. Proceeds. The Corporation shall either deposit the proceeds of any such sale with the Supervising Agency or shall devote such proceeds to a housing project for Persons Of Low Income in a manner approved in writing by the Supervising Agency.
 - b. Leasing. The Corporation shall not lease or contract to lease any of its real property, other than a lease for a term not exceeding two (2) years of an individual dwelling unit or an individual commercial unit, without the prior written approval of the Supervising Agency.
12. Enforcement. If the Supervising Agency determines, in its discretion, that the Corporation has violated any of the provisions of this Certificate or has defaulted on any agreement between the Corporation and the Supervising Agency or another governmental entity, the Supervising Agency may appoint to the board of directors of the Corporation a number of new directors, which number shall be sufficient to constitute a majority of such board, notwithstanding any other provision of this Certificate, the by-laws of the Corporation or any agreement entered into by the Corporation.
13. Certain Prohibited Actions. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation, or participate in, or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office, or undertake or carry on any of the activities specified in NPCL §404.
14. Amendment
 - a. This Certificate shall not be altered or amended without (i) the prior written approval of the Supervising Agency, and (ii) the prior written approval of any governmental entity which holds a mortgage or other lien on any assets of the Corporation or to which any indebtedness of the Corporation is then outstanding or a certification by the board of directors of the Corporation that there is no such mortgage, lien, or indebtedness.
 - b. Such consents or certifications shall be attached to the certificate of amendment, or any other document seeking to effectuate the amendment or alteration of this Certificate which the Corporation files with the Department of State.
15. Dissolution
 - a. The Corporation shall not be dissolved or reconstituted without (i) the prior written approval of the Supervising Agency, and (ii) the prior written approval of any governmental entity which holds a mortgage or other lien on any assets of the

Corporation or to which any indebtedness of the Corporation is then outstanding or a certification by the board of directors of the Corporation that there is no such mortgage, lien, or indebtedness.

- b. Such consents or certifications shall be attached to the certificate of dissolution, or any other document seeking to effectuate the dissolution or reconstitution of the Corporation which the Corporation files with the Department of State.
- c. Upon the dissolution of the Corporation, all property and assets of the Corporation shall be distributed in accordance with a plan of dissolution adopted and authorized as provided in this Section 15 pursuant to an order of the Supreme Court in a proceeding pursuant to NPCL §1008. Any such plan of dissolution shall:
 1. require compliance with the provisions set forth in Section 15a and Section 15_b;
 2. prohibit receipt of any of the property or assets of the Corporation other than in payment of a debt or obligation by (i) any member, director, trustee, officer or employee of the Corporation (ii) any organization created or operated for profit, or (iii) any individual;
 3. apply all property and assets to payment of the debts and obligations of the Corporation; and
 4. distribute the balance of the property or assets, if any, to the Supervising Agency or to one or more housing development fund companies organized pursuant to NPCL §201 and PHFL §573, qualifying under IRC §501(c)(3) or §501(c)(4), and engaged in activities substantially similar to those of the Corporation.
16. Notice. A copy of this Certificate and a copy of the filing receipt issued by the Department of State, Division of Corporations, and a statement of the blocks and lots of real property owned and/or controlled by the Corporation, shall be delivered to the General Counsel of the Supervising Agency when such filing receipt is received, or, if no such real property is owned by the Corporation at the time of filing, upon the acquisition of any such real property by the Corporation.
17. Service of Process. The Secretary of State is hereby designated by the Corporation as agent upon whom process against it may be served. The post office address of the Corporation to which the Secretary of State shall mail a copy of any process against the Corporation served upon him or her is c/o Community Access, Inc., One State Street, Suite 1015, New York, New York 10004.
18. Directors.

- a. Number. The number of directors of the Corporation shall be set in the by-laws of the Corporation but shall be not less than three. Each director shall be at least eighteen years of age. The names and residences of the directors of the Corporation until the first annual meeting are:

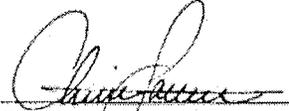
<u>Name</u>	<u>Address</u>
Carolyn Hedigan	One State Street, Suite 1015 New York, New York 10004
Michelle des Roches	One State Street, Suite 1015 New York, New York 10004
Christopher Lacovara	One State Street, Suite 1015 New York, New York 10004

- b. Capacity. Each of the Incorporators whose signatures appear below is at least eighteen (18) years of age.

19. By-Laws. The board of directors of the Corporation may adopt by-laws of the Corporation at any regular meeting or any special meeting called for that purpose, provided that such by-laws are consistent with the provisions of this Certificate and any agreement between the Corporation and the Supervising Agency or any other governmental entity.
20. Approvals and Consents. Annexed hereto or endorsed hereon are copies of all approvals and consents required by PHFL §573(5) for filing of this Certificate by the Secretary of State.

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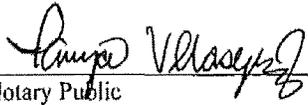
IN WITNESS WHEREOF, the undersigned has duly executed this Certificate and affirms that the statements contained herein are true under the penalties of perjury on the date and year written first above.



Christopher Lacovara, Incorporator
Community Access, Inc.
One State Street, Suite 1015
New York, New York 10004

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

On the 27th day of March in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher Lacovara, 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 her(his) capacity, and that by her(his) signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public





ADOLFO CARRIÓN JR.
Commissioner
KIMBERLY DARGA
Deputy Commissioner
DANIEL MORAN
Assistant Commissioner

Office of Development
Division of New Construction Finance
100 Gold Street
New York, NY 10038

**CONSENT OF THE DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT**

I, Daniel Moran, an Assistant Commissioner of the Department of Housing Preservation and Development of the City of New York, in reliance on the representations of the Incorporators, do this **22nd day of March, 2024** hereby approve the ***Certificate of Incorporation of 521 East Tremont Housing Development Fund Corporation*** for the purposes of, and as provided by, Article XI of the Private Housing Finance Law of the State of New York, and pursuant to said Article XI, do hereby certify that I consent to the filing of the ***Certificate of Incorporation*** with the Secretary of State of the State of New York.

Daniel Moran

Printed on paper containing 30% post-consumer material.

Filed with the NYS Department of State on 03/27/2024
Filing Number: 240328001140 DOS ID: 7291565

UNI-37

CERTIFICATE OF INCORPORATION

OF

521 East Tremont Housing Development Fund Corporation

Pursuant to Article XI of the Private Housing Finance Law
and Section 402 of the Not-For-Profit Corporation Law of the State of New York

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

Customer Ref. #: 521EA97040

DRAWDOWN

Exhibit C

BY-LAWS OF
521 EAST TREMONT HOUSING DEVELOPMENT
FUND CORPORATION

ARTICLE I
NAME, SEAL AND OFFICES

Section 1. Name. The name of the corporation shall be 521 East Tremont Housing Development Fund Corporation (the "Corporation").

Section 2. Seal. The Board of Directors of the Corporation (the "Board") may, at its pleasure, obtain a seal for the Corporation which may be in whatever form is desired by the Board.

Section 3. Offices. The Corporation may have offices in such places as the Board may from time to time determine or the purposes of the Corporation may require.

ARTICLE II
MEMBERSHIP

Section 1. Qualification. The sole member of the Corporation shall be Community Access, Inc., a New York not-for-profit corporation ("CA"). The Board of Directors of CA shall exercise the Corporation's membership rights and obligations (the "Member").

Section 2. Meetings. There shall be an annual meeting of the Member, which shall be held on such date and at such time and place as are designated by the Chairperson of the Member. Special meetings of the Member may be called at any time by the Member or by the President of the Corporation or the Secretary upon the written request of a majority of the entire Board of Directors of the Corporation.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board shall manage and control the affairs and property of the Corporation. All corporate powers, except such as are otherwise provided for in the Certificate of Incorporation, these By-Laws, or the laws of the State of New York, shall be and hereby are vested in and shall be exercised by the Board. The Board may, except as otherwise provided by the laws of the State of New York, delegate to committees of its own number, or to officers of the Corporation, such powers as it may see fit.

Section 2. Number and Election; Term of Office; Removal; and Resignation.

a. Number and Election. The Board shall consist of at least three (3) but no more than five (5) directors. The number of directors may be fixed from time to time by the Member. No decrease in the number of directors shall serve to diminish the term of any director then in office. The directors shall be appointed at the annual meeting of the Member. A vacancy

on the Board arising at any time and from any cause may be filled for the unexpired term by the Member.

b. Term of Office. The terms of office of all directors shall expire at the next annual meeting of the Member following their election provided that, each director shall continue in office until his or her successor shall have been elected and qualified or until his or her death, resignation or removal. All directors are eligible for unlimited reelection.

c. Removal. Any director may be removed, with cause, by a majority vote of the directors then in office, provided there is a quorum of not less than a majority present at the meeting of directors at which such action is taken. Any director may be removed with or without cause by the Member.

d. Resignation. Any director may resign at any time by giving written notice of such resignation to the Chairperson of the Corporation.

Section 3. Annual Meeting; Notice. The annual meeting of the Board shall be held at a date, time and place fixed by the Board. Notice of the date, time and place of such annual meeting shall be given in such form as the Board may determine.

Section 4. Special Meetings; Notice. A special meeting of the Board may be called at any time by the President, by any other individual so authorized by the Board, or upon the written request of a majority of the Board. Notice of the date, time and place of such special meeting shall be given to all directors in such form as the Board may determine. Except as otherwise provided in these By-Laws, any business may be transacted at any duly called Board meeting.

Section 5. Regular Meetings; Notice. Regular meetings of the Board may be held without notice at such time and place as shall be determined by the Board.

Section 6. Quorum. At all meetings of the Board, a majority of the entire Board shall constitute a quorum for the transaction of business.

Section 7. Action of the Board. The action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as otherwise provided by these By-Laws. Any member of the Board may participate in a meeting thereof by means of a telephone conference or similar device by which all persons can hear all other persons participating in the meeting at the same time. Any Board action may be taken without a meeting if all members of the Board consent in writing.

Section 8. Adjournment. At any meeting of the Board, whether or not a quorum is present, a majority of the directors present may adjourn the meeting to another time and place without further notice to any absent director. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Organization. At all meetings of the Board, the President of the Corporation, or, in his or her absence, the Vice-President, if one has been elected, shall preside. The Secretary shall act as secretary at all meetings of the Board. In the absence of the Secretary, the presiding officer shall appoint any person to act as secretary of the meeting.

Section 10. Compensation. Directors shall serve without compensation for their services as such. Directors shall be allowed reimbursement for reasonable expenses, on resolution of the Board. The Board shall have the power, in its sole discretion, to contract with any director for services rendered to the Corporation (not including services rendered in his or her capacity as director) and to pay said director compensation appropriate to the value of such services.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Corporation shall be the President, the Vice-President, the Secretary, the Treasurer, and such other officers, with powers and duties not inconsistent with these By-Laws, as the Board may from time to time appoint or elect. Any two or more offices may be held by the same individual, except the offices of President and Secretary. No instrument to be signed by more than one officer may be signed by one person in more than one capacity.

Section 2. Election Term of Office Qualifications and Removal. The officers of the Corporation shall initially be elected at an organization meeting of the Board and thereafter shall be elected at the annual meeting of the Board. Each shall be elected for a term fixed by the Board, unless otherwise specified in these By-Laws, and each shall serve until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal. Any officer of the Corporation may be removed, with or without cause, by a vote of a majority of the directors then in office.

Section 3. Vacancies. Any vacancy in any office arising at any time from any cause may be filled for the unexpired term by a majority vote of the directors then in office.

Section 4. President: Powers and Duties. The President shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall have general care, supervision and direction of its affairs. The President shall sign contracts and other instruments in the name of the Corporation when so authorized or directed by the Board. The President shall have such authority, and shall perform all duties, ordinarily required of an officer in like position, and such other authority and duties as may be assigned by the Board.

Section 5. Vice President: Powers and Duties. At the request of the President, or in the event of his or her absence or disability, the Vice-President shall perform the duties and exercise the powers of the President and shall have and exercise general charge and supervision of the affairs of the Corporation subject to the control of the Board, and shall have such other powers as the Board may determine and perform such other duties as may be assigned to him or her by the Board.

Section 6. Secretary: Powers and Duties. The Secretary shall have charge of such books, documents and papers as the Board may determine, and shall have custody of the corporate seal, if any then exists. He or she shall attend and keep the minutes of all the meetings of the Board. He or she may affix the corporate seal, if any then exists, when so authorized or ordered by the Board. The Secretary shall have such authority, and shall perform all duties, ordinarily required of an officer in like position.

Section 7. Treasurer: Powers and Duties. The Treasurer shall receive and have custody of all funds, money, property and securities of the Corporation and shall deposit the same in such

depository or depositories as the Board shall designate. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation. The Treasurer shall have such authority, and shall perform such duties, ordinarily required of an officer in like position, and such other authority and duties as may be assigned by the Board. Whenever required by the Board, the Treasurer shall render a statement of his or her accounts. The Treasurer shall at all reasonable times exhibit his or her books and accounts to any officer or director of the Corporation.

Section 8. Compensation. Officers shall serve without compensation for their services as such. Officers shall be allowed reimbursement for reasonable expenses, on resolution of the Board. The Board shall have the power, in its sole discretion, to contract with any officer for services rendered to the Corporation (not including services rendered in his or her capacity as director) and to pay said officer compensation appropriate to the value of such services.

ARTICLE V COMMITTEES

Section 1. Executive Committee and Other Standing Committees of the Board of Directors. The Board, by resolution adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other Standing Committees to consist of at least three directors. Each member of the Executive Committee and any Standing Committees shall serve at the pleasure of the Board, which shall also have full discretion in determining the number of members of the Executive Committee and Standing Committees. The Executive Committee shall have and may exercise all of the powers and authority of the Board, to the extent allowed by applicable New York law, but shall be required to notify the full Board of any actions it takes or decisions made, other than those in the ordinary course of operations, within a reasonable time thereafter. Standing Committees shall have the powers specifically provided in the resolutions creating them which are not inconsistent with New York law.

Section 2. Reserved.

Section 3. Quorum. A majority of all of the members of the Executive Committee, any Standing Committees, or any other committees established by the Board shall constitute a quorum at any meeting thereof.

Section 4. Procedures. Procedures of the Executive Committee, any Standing Committees, and any other committees shall be governed by rules fixed by the Board. All committee members shall serve at the pleasure of the Board.

ARTICLE VI AGENTS AND REPRESENTATIVES

The Board may appoint such agents and representatives of the Corporation with such powers and to perform such acts or duties on behalf of the Corporation as the Board may see fit, so far as may be consistent with these By-Laws, and to the extent authorized or permitted by law.

ARTICLE VII
CONTRACTS, CHECKS, BANK ACCOUNTS, AND INVESTMENTS

Section 1. Contracts. The Board, except as otherwise provided in these By-Laws, may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to a specific instance.

Section 2. Banks; Checks. The Board shall from time to time and as necessary select such banks or depositories as it shall deem proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time, on the Corporation's behalf, to sign checks, drafts or other orders for the payment of money.

Section 3. Investments. The funds of the Corporation, as directed by the Member, may be retained in whole or in part in cash, or may be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities.

ARTICLE VIII
INDEMNIFICATION

Section 1. In General. The Corporation may indemnify each member of its Board, as described in Article III hereof; each of its officers, as described in Article IV hereof; any employee designated for indemnification by the Board; and each person serving at the request of the Corporation as a trustee, director or officer of another corporation, partnership, joint venture, trust or other enterprise (hereinafter all referred to more generally as "directors and officers"), for the defense of civil or criminal actions or proceedings, whether or not brought by or in the right of the Corporation, in a manner and to the fullest extent now or hereafter permitted by the Not-For-Profit Corporation Law of the State of New York. Such indemnification shall include the advancement of expenses.

Section 2. Applicability. Every reference in this Article VIII to directors and officers of the Corporation shall include every director and officer thereof or former director and officer thereof. The right of indemnification herein provided for shall be in addition to any and all rights to which any director or officer of the Corporation otherwise might be entitled, and the provisions hereof shall neither impair nor adversely affect such rights.

ARTICLE IX
FISCAL YEAR

The fiscal year of the Corporation shall be determined by the Board of Directors of the Corporation.

ARTICLE X
AMENDMENTS

The Board shall have the sole power to make, alter, amend and repeal the By-Laws and Certificate of Incorporation of the Corporation at any meeting of the Board by a vote of two-thirds of the entire Board, subject to obtaining necessary governmental approval for any such action;

provided, however, that that no such action shall be taken that would adversely affect the qualification of the Corporation as an organization exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter "I.R.C.") as an organization described in I.R.C. § 501(c)(3) or §501(c)(4).

ARTICLE XI LIMITATIONS

Section 1. Exempt Activities. Notwithstanding any other provision of these By-Laws, no director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt from Federal income tax under I.R.C. §501(a) as an organization described in I.R.C. § 501(c)(3) or §501(c)(4).

Exhibit D

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, WALTER T. MOSLEY, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name: 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION
DOS ID Number: 7291565
Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)
Entity Status: EXISTING
Date of Initial Filing with DOS: 03/27/2024
Statement Status: Not required

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type: CERTIFICATE OF INCORPORATION
Date of Filing: 03/27/2024
Entity Name: 521 EAST TREMONT HOUSING DEVELOPMENT FUND CORPORATION

Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department
of State, at the City of Albany, on November 20, 2025
at 12:15 P.M.



WALTER T. MOSLEY
Secretary of State

Brendan C. Hughes

BRENDAN C. HUGHES
Executive Deputy Secretary of State

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