



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

☐ Other (explain in detail below)

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

This Amendment Application seeks to add New Requestors to the BCA and to modify the BCA to reflect the change in ownership and addition of the beneficial owner, as further described in the attached supplement to sections II and IV below.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: 207th Street/9th Avenue		BCP SITE NUMBER: C231102
NAME OF CURRENT APPLICANT(S): J.207 ST LLC and MFC Realty Corp.		
INDEX NUMBER OF AGREEMENT: 231102-11-16		DATE OF ORIGINAL AGREEMENT: 2/23/2017
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME (See Attached Supplement)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.		
NAME OF NEW REQUESTOR'S REPRESENTATIVE (See Attached Supplement)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS N/A		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Brown Duke & Fogel, P.C. c/o George Duke, Esq.		
ADDRESS 350 Fifth Avenue Suite 4640		
CITY/TOWN New York		ZIP CODE 10118
PHONE 646 915 0236	FAX	E-MAIL gduke@bdflegal.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: New Requestors are affiliated entities.		

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

OWNER'S NAME (if different from requestor) HP 3875 Ninth Avenue Housing Development Fund Company, Inc.

ADDRESS 253 West 35th Street 3rd Floor

CITY/TOWN New York

ZIP CODE 10001

PHONE 646-217-3390

FAX

E-MAIL ckay@housingpartnership.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

Answers apply to all New Requestors

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

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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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

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

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

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☒ Other See Attached Supplement

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

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

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

1. Property information on current agreement:

ADDRESS N/A

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

2. Check appropriate boxes below:

☐

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

☐

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be removed: _____

☐

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

2c. NEW SBL INFORMATION:

Parcel Address

Section No. Block No. Lot No. Acreage

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

3. TOTAL REVISED SITE ACREAGE: _____

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31): "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.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (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. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income. (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.	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

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INDEX NUMBER OF AGREEMENT: 231102-11-16	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 2/23/2017	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title Authorized Signatory) of (entity 207 Street Owner LLC); 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.

Eli S. Weiss's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9.30.21 Signature: 

Print Name: Eli S. Weiss

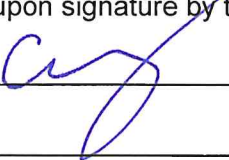
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Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Vice President</u>) of (entity <u>HP 3875 Ninth Avenue Housing Development Fund Company, Inc.</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>Esther Toporovsky's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature:  _____</p> <p>Print Name: <u>Esther Toporovsky</u></p>


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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title Authorized Signatory) of (entity Sherman Creek Master Tenant LLC); 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.

Eli S. Weiss's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9.30.2021 Signature: 

Print Name: Eli S. Weiss


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

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Declaration of Amendment:

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Authorized Signatory</u>) of (entity <u>Sherman Creek Owner LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>Eli S. Weiss's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>10.9.30.21</u> Signature: </p> <p>Print Name: <u>Eli S. Weiss</u></p>

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of J.207 ST LLC and MFC Realty Corp. (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. Jorge Madruga's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/17/2021 Signature: 

Print Name: Jorge Madruga

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

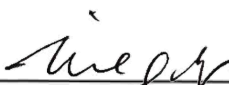
Effective Date of the Original Agreement: 2/23/2017

Signature by the Department:

DATED: 11/12/2021

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:


Michael J. Ryan, P.E., Director
Division of Environmental Remediation

Site Code: C231102

SUBMITTAL INFORMATION:

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

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER:_____



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

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

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

I. Site Name: 207th Street/9th Avenue **DEC Site ID No.** C231102

II. Contact Information of Person Submitting Notification:

Name: James Ward
Address1: 350 Fifth Avenue, Suite 4640, New York, NY 10118
Address2: _____
Phone: 646 915 0236 E-mail: jward@bdflegal.com

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

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

Proposed Date of Change (mm/dd/yyyy): 11/26/2018

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

This Change of Use notification is being submitted to clarify project information and notify the Department that HP 3875 Ninth Avenue Housing Development Fund Company, Inc. is the owner of the Site.

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

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

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

Name: James Ward 09/15/2021
(Signature) (Date)
James Ward
(Print Name)

Address1: 350 Fifth Avenue Site 4640, New York, NY 10118
Address2: _____
Phone: 646 915 0236 E-mail: jward@bdflegal.com

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

☐ Prospective Owner ☐ Prospective Remedial Party ☒ Prospective Owner Representative

Name: Crystal Kay
Address1: 253 West 35th Street 3rd Floor New York, NY 10001
Address2: _____
Phone: ckay@housingpartnership.cor E-mail: 646-217-3390

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

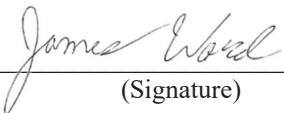
VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner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


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

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

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

Name:


(Signature)


(Date)

James Ward

(Print Name)

Address1: 350 Fifth Avenue Suite 4640, New York, NY 10118

Address2:

Phone: 646 915 0236

E-mail: jward@bdflegal.com

BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

**207th Street/9th Avenue
BCP Site No. C231102**

Supplement to Sections II and IV

New Requestor Information:

Entity Name/New Requestor	Members/Owners	Contact Information/Requestor's Representative
207 Street Owner LLC c/o Madd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	207 Street Mezz LLC	Ana Maria Polonia c/o Madd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com
Sherman Creek Owner LLC c/o Madd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	MFC Madd LLC	Ana Maria Polonia c/o Madd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com
Sherman Creek Master Tenant LLC c/o Madd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	MFC Madd LLC	Ana Maria Polonia c/o Madd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com
HP 3875 Ninth Avenue Housing Development Fund Company, Inc. 253 West 35 th Street 3 rd Floor New York, NY 10001 Phone: 646-217-3390 Email: ckay@housingpartnership.com	NYC Partnership Housing Development Fund Company, Inc.	Crystal Kay 253 West 35 th Street 3 rd Floor New York, NY 10001 Phone: 646-217-3390 Email: ckay@housingpartnership.com

HP Sherman Creek Housing Development Funding Company, Inc. 253 West 35 th Street 3 rd Floor New York, NY 10001 Phone: 646-217-3390 Email: ckay@housingpartnership.com	NYC Partnership Housing Development Fund Company, Inc.	Crystal Kay 253 West 35 th Street 3 rd Floor New York, NY 10001 Phone: 646-217-3390 Email: ckay@housingpartnership.com
--	--	---

New Requestors' relationship to Existing Applicants and Property:

HP 3875 Ninth Avenue Housing Development Fund Company, Inc. is the current owner of the BCP Site and New Requestor 207 Street Owner LLC is the beneficial owner of the Site (See Attached Deed and Agreement). The additional proposed New Requestors listed above are affiliated entities to the existing Applicants and anticipate cooperating with existing Applicants with completing obligations required under the Brownfield Cleanup Program, as part of the redevelopment of the Property into affordable housing.

New Requestors' Eligibility as a Volunteer

New Requestors' seek to enter the into the Brownfield Cleanup Program as a Volunteer.

Under ECL § 27-1405(1)(b) and 6 NYCRR §375-3.2(c)(2), a Volunteer is defined as follows:

“Volunteer” shall mean an applicant other than a participant, including without limitation a person whose liability arises solely as a result of such person's ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants, provided however, such person exercises appropriate care with respect to contamination found at the facility by taking reasonable steps to:

- (i) stop any continuing release;
- (ii) prevent any threatened future release; and
- (iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination.

The New Requestors are recently formed entities with no relationship to any prior owners or operators that may be responsible for onsite contamination. Accordingly, Requestor's do not have liability for the contamination and are Volunteers pursuant to ECL § 27-1405(1)(b) and 6 NYCRR §375-3.2(c)(2).

EXHIBIT A
Department of State
Entity Profiles

September 14, 2021 | 2:30 pm

COVID-19 Vaccines

On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more.

DETAILS >

Department of State
Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME:
HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC.

FOREIGN LEGAL NAME:

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

SECTION OF LAW:
573 PHFL - PRIVATE HOUSING FINANCE LAW

DATE OF INITIAL DOS FILING:
02/26/2020

EFFECTIVE DATE INITIAL FILING:
02/26/2020

FOREIGN FORMATION DATE:

COUNTY:
New York

JURISDICTION:
New York, United States

DOS ID:
5716720

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:
Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

NEXT STATEMENT DUE DATE:

NFP CATEGORY:
CHARITABLE

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

Name: C/O NYC PARTNERSHIP HOUSING DEVELOPMENT FUND COMPANY, INC.

Address: 253 WEST 35TH STREET, 3RD FLOOR, NEW YORK, NY, United States, 10001

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

September 13, 2021 | 2:34 pm

COVID-19 Vaccines

On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more.

DETAILS >

Department of State
Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME:
HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC.

FOREIGN LEGAL NAME:

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

SECTIONOF LAW:
573 PHFL - PRIVATE HOUSING FINANCE LAW

DATE OF INITIAL DOS FILING:
11/15/2018

EFFECTIVE DATE INITIAL FILING:
11/15/2018

FOREIGN FORMATION DATE:

COUNTY:
New York

JURISDICTION:
New York, United States

DOS ID:
5443956

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:
Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

NEXT STATEMENT DUE DATE:
11/30/2020

NFP CATEGORY:
CHARITABLE

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

Name: THE CORPORATION

Address: 253 WEST 35TH STREET, 3RD FLOOR, NEW YORK, NY, United States, 10001

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

September 13, 2021 | 2:34 pm

COVID-19 Vaccines

On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more.

DETAILS >

Department of State
Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME:

207 STREET OWNER LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:

FOREIGN LIMITED LIABILITY COMPANY

SECTION OF LAW:

802 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:

10/23/2018

EFFECTIVE DATE INITIAL FILING:

10/23/2018

FOREIGN FORMATION DATE:

10/23/2018

COUNTY:

Nassau

JURISDICTION:

Delaware, United States

DOS ID:

5430792

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:

Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

PAST DUE DATE

NEXT STATEMENT DUE DATE:

10/31/2020

NFP CATEGORY:

ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Service of Process Name and Address

Name: C/O MADD EQUITIES LLC

Address: 15 VERBENA AVE, SUITE 200, FLORAL PARK, NY, United States, 11001

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

September 14, 2021 | 2:30 pm

COVID-19 Vaccines

On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more.

DETAILS >

Department of State
Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME:
SHERMAN CREEK MASTER TENANT LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:
DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW:
203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:
09/12/2019

EFFECTIVE DATE INITIAL FILING:
09/12/2019

FOREIGN FORMATION DATE:

COUNTY:
Nassau

JURISDICTION:
New York, United States

DOS ID:
5619932

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:
Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:
CURRENT

NEXT STATEMENT DUE DATE:
09/30/2021

NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

Name: C/O MADDD EQUITIES LLC

Address: 15 VERBENA AVENUE, SUITE 200, FLORAL PARK, NY, United States, 11001

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

September 14, 2021 | 2:30 pm

COVID-19 Vaccines

On August 23, the FDA announced the full approval of the Pfizer-BioNTech vaccine for the prevention of COVID-19 disease in individuals age 16 and older. Read more.

DETAILS >

Department of State
Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME:

SHERMAN CREEK OWNER LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:

DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW:

203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:

09/12/2019

EFFECTIVE DATE INITIAL FILING:

09/12/2019

FOREIGN FORMATION DATE:

COUNTY:

Nassau

JURISDICTION:

New York, United States

DOS ID:

5619906

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:

Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

CURRENT

NEXT STATEMENT DUE DATE:

09/30/2021

NFP CATEGORY:

ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Service of Process Name and Address

Name: C/O MADDD EQUITIES LLC

Address: 15 VERBENA AVENUE, SUITE 200, FLORAL PARK, NY, United States, 11001

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

EXHIBIT B
Proof of Site Access

September 14, 2021

Brownfield Requestors
Sherman Creek Owner LLC
Sherman Creek Master Tenant LLC
c/o Madder Equities
15 Verbana Avenue, Suite 200
Floral Park, NY, United States, 11001

HP Sherman Creek Housing Development
Fund Company, Inc.
253 West 35th Street 3rd Floor
New York, NY 10001

Re: Property Access and Authorization to perform all obligations under the New York State
Brownfield Cleanup Program

Dear Sir or Madam:

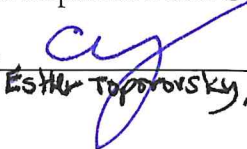
HP 3875 Ninth Avenue Housing Development Fund Company, Inc. and 207 Street Owner LLC (collectively referred to as "Owner") are respectively the record and beneficial owners of the property located at 3875 9th Avenue, New York, NY 10034; Block 2188, Lot 1 (the "Property" or the "Site"). Owner hereby authorizes 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 under the New York State Department of Environmental Conservation's ("NYSDEC") Brownfield Cleanup Program ("BCP").

Owner further understands that the Authorized Applicants/Requestors will also need to provide access to the NYSDEC and environmental professionals that the Authorized Applicants has/have hired to perform any investigation and remedial activities under the BCP.

Sincerely,

HP 3875 Ninth Avenue Housing
Development Fund Company, Inc

By


Esther Toporovsky, Vice President

207 Street Owner LLC

By




EXHIBIT A

AUTHORIZED APPLICANT(S)/REQUESTOR(S)

- Sherman Creek Owner LLC
- Sherman Creek Master Tenant LLC
- HP Sherman Creek Housing Development Fund Company, Inc.

EXHIBIT C
Proof of
Authorization to
Sign

Resolution

WHEREAS, MFC Realty Corp. and J.207 St. LLC each own a 50% interest in the real property located at 3875 9th Avenue, County, City and State of New York, also known as Block 2188, Lots 1 and 10 on the Tax Map of the City of New York, County of New York (the "Property");

WHEREAS, MFC Realty Corp. and J.207 St. LLC each own a 50% interest in MFC MADDD LLC, which is a New York limited liability company which was formed for the purpose of developing the "Property";

WHEREAS, MFC Realty Corp. and J.207 St. LLC executed an operating agreement dated January 28, 2015 as members of MFC MADDD LLC (the "Operating Agreement");

WHEREAS, MFC Realty Corp. is known as the "MFC Member" in the Operating Agreement:

WHEREAS, J.207 St. LLC is known as the "J.207 Member" in the Operating Agreement:

WHEREAS, MFC Realty Corp. and J.207 St. LLC agreed to the following in the Operating Agreement:

Section 5.03(A)(i) of the Operating Agreement states that:

"The J.207 Member shall have the right to take all actions and execute any and all agreements to prepare, submit and/or obtain the Property for Rezoning to any required governmental authorities. The J.207 Member shall also have the right to hire and engage the services of any professional, individual and/or entities including but not limited to attorneys, accountants, professional consultants, architects, engineers, financial advisors, rating agencies, mortgage brokers and/or lenders deemed necessary to have the Property Rezoned".

Section 5.03(A)(iv) of the Operating Agreement states that:

"The J.207 Member shall supervise the day-to-day operations related to all aspects of the Rezoning and for the potential development and construction project of the Property, including, but not limited to, the obtaining of all permits required in connection with the development and construction of the Property".

WHEREAS, MFC Realty Corp. has authorized J.207 St. LLC to execute any and all documents on its behalf necessary to apply to have the Property Rezoned, which includes the Brownfield Cleanup Program through the New York State Department of Environmental Conservation for the Property;

NOW, THEREFORE, it is hereby:

RESOLVED, that J.207 St. LLC is authorized to execute any and all documents on its behalf necessary to apply for the Brownfield Cleanup Program through the New York State Department of Environmental Conservation for the Property; it is further

RESOLVED, that J.207 St. LLC is authorized to execute any and all documents on its behalf necessary to apply for rezoning of the Property;

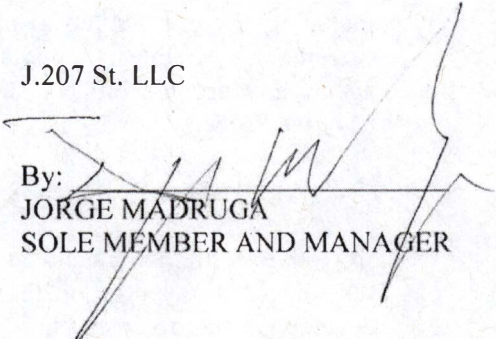
RESOLVED, that Jorge Madruga is hereby an authorized signatory for J.207 St. LLC to execute any and all documents on its behalf necessary to apply for the Brownfield Cleanup Program through the New York State Department of Environmental Conservation for the Property;

RESOLVED, that Jorge Madruga is hereby an authorized signatory for J.207 St. LLC to execute any and all documents on its behalf necessary to apply for rezoning of the Property;

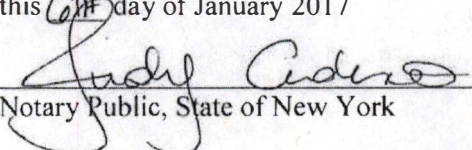
Neither the Articles of Incorporation or By-Laws of MFC Realty Corp. contain any special requirement as to the number of officers or members required to pass this resolution, however it is unanimous decided by all shareholders and directors.

IN WITNESS WHEREOF, the undersigned has hereto affixed his hand and above mentioned corporation this January 6th, 2017.

J.207 St. LLC

By: 
JORGE MADRUGA
SOLE MEMBER AND MANAGER

Sworn to before me
this 6th day of January 2017


Notary Public, State of New York

JUDY CEDENO
Notary Public, State of New York
No. 01CE8263515
Qualified in Queens County
Commission Expires June 11, 2020

207 STREET OWNER LLC AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS

The undersigned, being all of the members of 207 Street Owner LLC, a New York limited liability company (the "Company") hereby certify as of September 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Eli S. Weiss (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 3875 9th Avenue, New York, NY 10034; Block 2188, Lot 1 (the "Property" or the "Site").

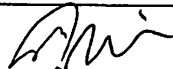
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under the existing Brownfield Cleanup Agreement ("BCA") Index No. 231102-11-16; file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

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

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

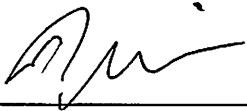
RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Eli S. Weiss	

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

MEMBERS:

207 Street Mezz LLC

A handwritten signature in black ink, appearing to be 'Eli S. Weiss', written over a horizontal line.

By: Eli S. Weiss

SHERMAN CREEK MASTER TENANT LLC AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS

The undersigned, being all of the members of Sherman Creek Master Tenant LLC, a New York limited liability company (the "Company") hereby certify as of September 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Eli S. Weiss (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 3875 9th Avenue, New York, NY 10034; Block 2188, Lot 1 (the "Property" or the "Site").


WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under the existing Brownfield Cleanup Agreement ("BCA") Index No. 231102-11-16; file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

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

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

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

<u>Authorized Signatory</u>	<u>Signature</u>
Eli S. Weiss	

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

MEMBERS:

MFC Maddd LLC

A handwritten signature in black ink, appearing to be 'Eli S. Weiss', written over a horizontal line.

By: Eli S. Weiss

SHERMAN CREEK OWNER LLC AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS

The undersigned, being all of the members of Sherman Creek Owner LLC, a New York limited liability company (the "Company") hereby certify as of September 14, 2021, as follows and adopt the following resolutions and authorize the Company to authorize and direct Eli S. Weiss (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 3875 9th Avenue, New York, NY 10034; Block 2188, Lot 1 (the "Property" or the "Site").

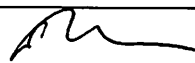
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under the existing Brownfield Cleanup Agreement ("BCA") Index No. 231102-11-16; file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

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

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

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

<u>Authorized Signatory</u>	<u>Signature</u>
Eli S. Weiss	

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

MEMBERS:

MFC Madd LLC

A handwritten signature in black ink, appearing to be 'Eli S. Weiss', written over a horizontal line.

By: Eli S. Weiss

**HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC.
CERTIFICATE OF OFFICER**

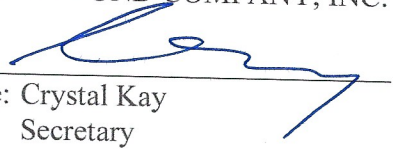
HP 3875 Ninth Avenue Housing Development Fund Company, Inc. ("HDFC") hereby states as follows:

1. Attached is a true, accurate and complete set of HDFC's By-Laws in effect on the date hereof;
2. Attached is a true copy of the Certificate of Incorporation of HDFC filed with the Secretary of State of the State of New York on November 15, 2018. The Certificate of Incorporation has not been further amended; and
3. The following persons have been duly appointed to the office set forth opposite his/her name and holds said office:

<u>NAME</u>	<u>OFFICE</u>
Daniel E. Martin	President
Shelia Martin	Vice President
Esther Toporovsky	Vice President
Adam Gold	Treasurer
Crystal Kay	Secretary

IN WITNESS WHEREOF, HDFC has caused this certificate to be executed by its Corporate Secretary as of this 15th day of September, 2021.

HP 3875 NINTH AVENUE HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: 
Name: Crystal Kay
Title: Secretary

**HP 3875 NINTH AVENUE
HOUSING DEVELOPMENT FUND COMPANY, INC.**

BY-LAWS

(NOT-FOR-PROFIT CORPORATION)

ARTICLE I

OFFICES

Section 1. The principal office of HP 3875 Ninth Avenue Housing Development Fund Company, Inc. (the "Corporation") shall be located at c/o NYC Partnership Housing Development Fund Company, Inc., 242 West 36th Street, 3rd Floor, New York, New York 10018.

Section 2. The Corporation may also have such offices at such other places within or without the State of New York as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEMBERS

Section 1. The sole member of the Corporation shall be NYC Partnership Housing Development Fund Company, Inc. (the "Member").

Section 2. (A) The Annual Meeting of the Member of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve (12) months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve (12) months following the preceding Annual Meeting. Special Meetings of the Member may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the Member on such date or dates as shall be permitted by law.

(B) Any Annual or Special Meeting of the Member may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event the Member is entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(C) Annual or Special Meetings of the Member may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the Member, when required to do so by law.

(D) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than ten (10) days nor more than fifty (50) days before the date of the meeting, to the Member at its address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of the Member may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of the Member in person or by proxy at the meeting without protesting the lack of notice of a meeting shall constitute a waiver of notice by such Member. Any notice of meeting to members relating to the election of directors shall set forth any amendments to the By-Laws of the Corporation approved by the Board of Directors, together with a concise statement of the changes made.

Section 3. At each Annual Meeting of the Member, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of the Member.

Section 4. (A) Meetings of the Member shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

- (B) The order of business at all meetings of the Member shall be as follows:
- Roll call
 - Reading of the minutes of the preceding meeting
 - Report of standing committees
 - Officers' reports
 - Old business
 - New business
 - Adjournment

Section 5. The Member may authorize another person to act for it by proxy in all matters in which the Member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the Member or its attorney in fact, and shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

Section 6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

Section 7. Except to the extent provided by law, all action shall be by a vote of the Member. Whenever the vote of the Member is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

Section 8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining the Member entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine the members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than fifty (50) days nor less than ten (10) days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of the Member entitled to vote at a meeting of the Member shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining the Member for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date is fixed by the Board of Directors for such adjourned meeting.

Section 9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be nontransferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The Corporation shall be managed by a Board of Directors. Each director shall be at least eighteen (18) years of age. The Board of Directors shall consist of not less than three (3) and no more than eleven (11) directors. Subject to the foregoing, the number of the Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the Member or the Board of Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

Section 2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of the Member, and until their successors have been duly elected and qualify. Thereafter, at each Annual Meeting of the Member, the Member shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

Section 3. (A) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the Member of the Corporation. The Board of Directors may remove any director thereof for cause only.

(B) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

Section 4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

Section 5. (A) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Member. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(B) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President or by a majority of the directors then in office.

(C) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of such meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

Section 6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum, such quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law, and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

Section 8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

Section 9. The Board, by resolution adopted by a majority of the entire Board, may establish and appoint an executive and other standing committees. The Chairperson of the Board of Directors shall appoint the chairperson of each committee. Each committee so appointed shall consist of three or more directors and, to the extent provided in the resolution establishing it, shall have all the authority of the Board except as to the following matters:

- (a) the filling of vacancies on the Board or on any committee;

- (b) the amendment or repeal of the By-Laws or the adoption of new By-Laws;
- (c) the amendment or repeal of any resolution of the Board which by its terms shall not be so amenable or repealable; and
- (d) the fixing of compensation of the directors for serving on the Board or any committee.

Special Committees may be appointed by the Chairperson of the Board of Directors with the consent of the Board and shall have only the powers specifically delegated to them by the Board.

ARTICLE IV

OFFICERS

Section 1. Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

Section 2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualifies. The Board of Directors may remove any officer with or without cause at any time.

Section 3. (A) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(B) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-Presidents shall perform such duties as may be prescribed by the Board of Directors from time to time.

(C) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(D) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation. The Secretary or any Assistant Secretary shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation.

ARTICLE V

INDEMNIFICATION

Section 1. Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation and/or to any other organization at the request of the Corporation.

ARTICLE VI

MISCELLANEOUS

Section 1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

Section 2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

Section 3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

Section 4. (A) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, upon the approval of NYC Partnership Housing Development Fund Company, Inc., as sole Member of the Corporation.

(B) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, subject to the approval of NYC Partnership Housing Development Fund Company, Inc., as sole Member of the Corporation.

FILING RECEIPT

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ENTITY NAME: HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: NEWY

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FILED:11/15/2018 DURATION:PERPETUAL CASH#:181115000555 FILM #:181115000540

FILER:

EXIST DATE

HOUSING PARTNERSHIP DEVELOPMENT
ATTN ABIGAIL PATTERSON
242 WEST 36TH STREET 3RD FLOOR
NEW YORK, NY 10018

11/15/2018

ADDRESS FOR PROCESS:

THE CORPORATION
253 WEST 35TH STREET
NEW YORK, NY 10001

3RD FLOOR

REGISTERED AGENT:



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SERVICE COMPANY: UNITED CORPORATE SERVICES - 37

SERVICE CODE: 37

FEEs 110.00

FILING 75.00

TAX 0.00

CERT 0.00

COPIES 10.00

HANDLING 25.00

PAYMENTS 110.00

CASH 0.00

CHECK 0.00

CHARGE 0.00

DRAWDOWN 110.00

OPAL 0.00

REFUND 0.00

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DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on November 16, 2018.

A handwritten signature in black ink, appearing to read "Whitney Clark".

Whitney Clark
Deputy Secretary of State

CERTIFICATE OF INCORPORATION

OF

HP 3875 NINTH AVENUE

HOUSING DEVELOPMENT FUND COMPANY, INC.

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 HP 3875 Ninth Avenue Housing Development Fund Company, Inc. ("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 HP 3875 Ninth Avenue Housing Development Fund Company, Inc.
 - 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. In furtherance of such purpose, the Corporation shall lessen the burdens of government and provide social welfare by lessening neighborhood tensions and combating community deterioration. The Corporation is organized exclusively for such charitable purpose in order to lessen the burdens of government in accordance with §501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC") and 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) 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 rehabilitating any multiple dwelling thereon or, with the consent of the Supervising Agency, 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 253 West 35th Street, 3rd Floor, New York, New York 10001.
8. Project. The project will be located on Block 2188, Lot 1 in the borough of Manhattan, City and State of New York, said site having the street address(es) 3875 Ninth Avenue, New York, New York 10034.
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 any proceeds of such sale payable to the Corporation with the Supervising Agency or shall devote any 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. No Propaganda. Nothing contained in this Certificate shall authorize the Corporation to carry on propaganda or otherwise attempt to influence legislation, or to participate in, or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office, or to 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 15.a 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) 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 and to the Real Property Assessments Bureau of the City of New York Department of Finance 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 253 West 35th Street, 3rd Floor, New York, New York 10001.
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>
Daniel E. Martin	560 McKinley Terrace Centerport, New York 11721
Shelia S. Martin	257 Prospect Place Brooklyn, New York 11238
Daniel Marks Cohen	1 Morningside Drive, #315 New York, New York 10025
 - b. Capacity. Each of the Incorporators whose signatures appear below is at least eighteen (18) years of age.

- c. Qualifications. The directors of the Corporation shall serve without compensation and shall, except as provided in Section 12, at all times, be limited to individuals who are either members of the board of directors NYC Partnership Housing Development Fund Company, Inc. ("NYCP"), or who have been approved pursuant to a resolution of the board of directors of NYCP. In the event that (i) a director of the Corporation ceases to be a member of the board of directors of NYCP, or does not receive the approval of the board of directors of NYCP to continue to serve as a director of the Corporation, (ii) a director of the Corporation ceases to have the approval of the board of the directors of NYCP to serve as a director of the Corporation or (iii) the aforesaid approval is withdrawn, such shall constitute automatic resignation as a director of the Corporation. In the event that NYCP dissolves or ceases to have written recognition of exemption from income tax pursuant to Section 501(c)(3) of the IRC, or any successor statute from the United States Internal Revenue Service or any successor agency, the directors of the Corporation shall, at all times, be limited to individuals who have been appointed or elected by a comparable entity which has such exemption and which was formed for purposes that include providing housing accommodations for persons and families of low income.
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.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 17 day of October, 2018.

Print Name and Address

Daniel E. Martin
560 McKinley Terrace
Centerport, New York 11721


Shelia S. Martin
257 Prospect Place
Brooklyn, New York 11238

Daniel Marks Cohen
1 Morningside Drive, #315
New York, NY 10025

Signature



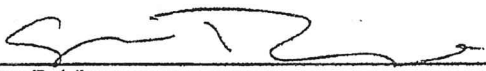
Shelia S. Martin

Uniform Acknowledgment

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

On the 17 day of October in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel E. Martin, 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

SHELBEY S TAMAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02TA6359831
Qualified in Queens County
My Commission Expires 06-05-2021

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

On the 17 day of October in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Shelia S. Martin, 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.

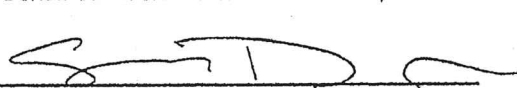


Notary Public

SHELBEY S TAMAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02TA6359831
Qualified in Queens County
My Commission Expires 06-05-2021

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

On the 17 day of October in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Marks Cohen, 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

SHELBEY S TAMAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02TA6359831
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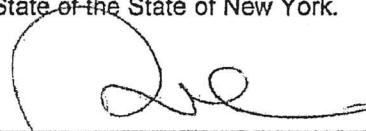
Department of
Housing Preservation
& Development
nyc.gov/hpd

MARIA TORRES-SPRINGER
Commissioner
MOLLY PARK
Deputy Commissioner
BRENDAN McBRIDE
Associate Commissioner

Office of Development
Division of New Construction
100 Gold Street
New York, N.Y. 10038

CONSENT OF THE DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

I, Brendan McBride, an Associate 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 **14th day of November, 2018** hereby approve the foregoing ***Certificate of Incorporation of HP 3875 Ninth Avenue Housing Development Fund Company, Inc.*** 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 said ***Certificate of Incorporation*** with the Secretary of State of the State of New York.


Brendan McBride

540

UNI-37

CERTIFICATE OF INCORPORATION

OF

**HP 3875 NINTH AVENUE
HOUSING DEVELOPMENT FUND COMPANY, INC.**

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

FILED
2018 NOV 15 PM 3:03

**Housing Partnership Development Corporation
242 West 36th Street, 3rd Floor
New York, New York 10018
Attn: Abigail Patterson, General Counsel**

lca

**STATE OF NEW YORK
DEPARTMENT OF STATE**

FILED NOV 15 2018

**TAX \$ 0
BY: [signature]**

DRAWDOWN

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2018 NOV 15 AM 10:07

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**HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC.
CERTIFICATE OF OFFICER**

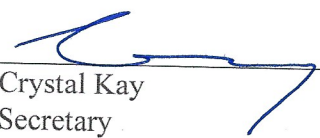
HP Sherman Creek Housing Development Fund Company, Inc. ("HDFC") hereby states as follows:

1. Attached is a true, accurate and complete set of HDFC's By-Laws in effect on the date hereof;
2. Attached is a true copy of the Certificate of Incorporation of HDFC filed with the Secretary of State of the State of New York ("DOS") on February 26, 2020, as amended by Certificate of Amendment filed with the DOS on July 19, 2021. The Certificate of Incorporation has not been further amended; and
3. The following persons have been duly appointed to the office set forth opposite his/her name and holds said office:

<u>NAME</u>	<u>OFFICE</u>
Daniel E. Martin	President
Shelia Martin	Vice President
Esther Toporovsky	Vice President
Adam Gold	Treasurer
Crystal Kay	Secretary

IN WITNESS WHEREOF, HDFC has caused this certificate to be executed by its Corporate Secretary as of this 15th day of September, 2021.

HP SHERMAN CREEK HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: 
Name: Crystal Kay
Title: Secretary

**HP SHERMAN CREEK
HOUSING DEVELOPMENT FUND COMPANY, INC.**

BY-LAWS

(NOT-FOR-PROFIT CORPORATION)

ARTICLE I

OFFICES

Section 1. The principal office of HP Sherman Creek Housing Development Fund Company, Inc. (the "Corporation") shall be located at c/o NYC Partnership Housing Development Fund Company, Inc., 253 West 35th Street, 3rd Floor, New York, New York 10001.

Section 2. The Corporation may also have such offices at such other places within or without the State of New York as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEMBERS

Section 1. The sole member of the Corporation shall be NYC Partnership Housing Development Fund Company, Inc. (the "Member").

Section 2. (A) The Annual Meeting of the Member of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve (12) months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve (12) months following the preceding Annual Meeting. Special Meetings of the Member may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the Member on such date or dates as shall be permitted by law.

(B) Any Annual or Special Meeting of the Member may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event the Member is entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(C) Annual or Special Meetings of the Member may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the Member, when required to do so by law.

(D) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than ten (10) days nor more than fifty (50) days before the date of the meeting, to the Member at its address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of the Member may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of the Member in person or by proxy at the meeting without protesting the lack of notice of a meeting shall constitute a waiver of notice by such Member. Any notice of meeting to members relating to the election of directors shall set forth any amendments to the By-Laws of the Corporation approved by the Board of Directors, together with a concise statement of the changes made.

Section 3. At each Annual Meeting of the Member, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of the Member.

Section 4. (A) Meetings of the Member shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

- (B) The order of business at all meetings of the Member shall be as follows:
- Roll call
 - Reading of the minutes of the preceding meeting
 - Report of standing committees
 - Officers' reports
 - Old business
 - New business
 - Adjournment

Section 5. The Member may authorize another person to act for it by proxy in all matters in which the Member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the Member or its attorney in fact, and shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

Section 6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

Section 7. Except to the extent provided by law, all action shall be by a vote of the Member. Whenever the vote of the Member is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

Section 8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining the Member entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine the members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than fifty (50) days nor less than ten (10) days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of the Member entitled to vote at a meeting of the Member shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining the Member for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date is fixed by the Board of Directors for such adjourned meeting.

Section 9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be nontransferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The Corporation shall be managed by a Board of Directors. Each director shall be at least eighteen (18) years of age. The Board of Directors shall consist of not less than three (3) and no more than eleven (11) directors. Subject to the foregoing, the number of the Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the Member or the Board of Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

Section 2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of the Member, and until their successors have been duly elected and qualify. Thereafter, at each Annual Meeting of the Member, the Member shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

Section 3. (A) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the Member of the Corporation. The Board of Directors may remove any director thereof for cause only.

(B) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

Section 4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

Section 5. (A) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Member. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(B) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President or by a majority of the directors then in office.

(C) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of such meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

Section 6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum, such quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law, and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

Section 8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

Section 9. The Board, by resolution adopted by a majority of the entire Board, may establish and appoint an executive and other standing committees. The Chairperson of the Board of Directors shall appoint the chairperson of each committee. Each committee so appointed shall consist of three or more directors and, to the extent provided in the resolution establishing it, shall have all the authority of the Board except as to the following matters:

- (a) the filling of vacancies on the Board or on any committee;

- (b) the amendment or repeal of the By-Laws or the adoption of new By-Laws;
- (c) the amendment or repeal of any resolution of the Board which by its terms shall not be so amenable or repealable; and
- (d) the fixing of compensation of the directors for serving on the Board or any committee.

Special Committees may be appointed by the Chairperson of the Board of Directors with the consent of the Board and shall have only the powers specifically delegated to them by the Board.

ARTICLE IV

OFFICERS

Section 1. Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

Section 2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualifies. The Board of Directors may remove any officer with or without cause at any time.

Section 3. (A) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(B) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-Presidents shall perform such duties as may be prescribed by the Board of Directors from time to time.

(C) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(D) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation. The Secretary or any Assistant Secretary shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation.

ARTICLE V

INDEMNIFICATION

Section 1. Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation and/or to any other organization at the request of the Corporation.

ARTICLE VI

MISCELLANEOUS

Section 1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

Section 2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

Section 3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

Section 4. (A) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, upon the approval of NYC Partnership Housing Development Fund Company, Inc., as sole Member of the Corporation.

(B) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, subject to the approval of NYC Partnership Housing Development Fund Company, Inc., as sole Member of the Corporation.

FILING RECEIPT

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ENTITY NAME: HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: NEWY

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FILED:02/26/2020 DURATION:PERPETUAL CASH#:200226000704 FILM #:200226000661

FILER:

EXIST DATE

HOUSING PARTNERSHIP DEVELOPMENT
CORPORATION, ATTN: CRYSTAL KAY
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

02/26/2020

ADDRESS FOR PROCESS:

THE CORPORATION
253 WEST 35TH STREET
NEW YORK, NY 10001

3RD FLOOR

REGISTERED AGENT:



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SERVICE COMPANY: UNITED CORPORATE SERVICES

SERVICE CODE: 37

FEES 110.00

FILING 75.00
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PAYMENTS 110.00

CASH 0.00
CHECK 0.00
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OPAL 0.00
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DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on February 27, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

200226000 661

CERTIFICATE OF INCORPORATION
OF
HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC.
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 HP Sherman Creek Housing Development Fund Company, Inc. ("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 HP Sherman Creek Housing Development Fund Company, Inc.
 - 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. In furtherance of such purpose, the Corporation shall lessen the burdens of government and provide social welfare by lessening neighborhood tensions and combating community deterioration. The Corporation is organized exclusively for such charitable purpose in order to lessen the burdens of government in accordance with §501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC") and 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) 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 rehabilitating any multiple dwelling thereon or, with the consent of the Supervising Agency, 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 253 West 35th Street, 3rd Floor, New York, New York 10001.
8. Project. The housing project is to be located on Block 2188, Lot 1; in the Borough of Manhattan, City and State of New York, said site having the street address 3875 Ninth Avenue, New York, 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 15.a 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) 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 253 West 35th Street, 3rd Floor, New York, New York 10001.
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>
Daniel E. Martin	560 McKinley Terrace Centerport, New York 11721
Shelia S. Martin	257 Prospect Place Brooklyn, New York 11238
Daniel Marks Cohen	1 Morningside Drive, #315 New York, New York 10025

- b. Capacity. Each of the Incorporators whose signatures appear below is at least eighteen (18) years of age.
- c. Qualifications. The directors of the Corporation shall serve without compensation and shall, except as provided in Section 12, at all times, be limited to individuals

who are either members of the board of directors NYC Partnership Housing Development Fund Company, Inc. ("NYCP"), or who have been approved pursuant to a resolution of the board of directors of NYCP. In the event that (i) a director of the Corporation ceases to be a member of the board of directors of NYCP, or does not receive the approval of the board of directors of NYCP to continue to serve as a director of the Corporation, (ii) a director of the Corporation ceases to have the approval of the board of the directors of NYCP to serve as a director of the Corporation or (iii) the aforesaid approval is withdrawn, such shall constitute automatic resignation as a director of the Corporation. In the event that NYCP dissolves or ceases to have written recognition of exemption from income tax pursuant to Section 501(c)(3) of the IRC, or any successor statute from the United States Internal Revenue Service or any successor agency, the directors of the Corporation shall, at all times, be limited to individuals who have been appointed or elected by a comparable entity which has such exemption and which was formed for purposes that include providing housing accommodations for Persons of Low Income.

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.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury this 13th day of September, 2019.

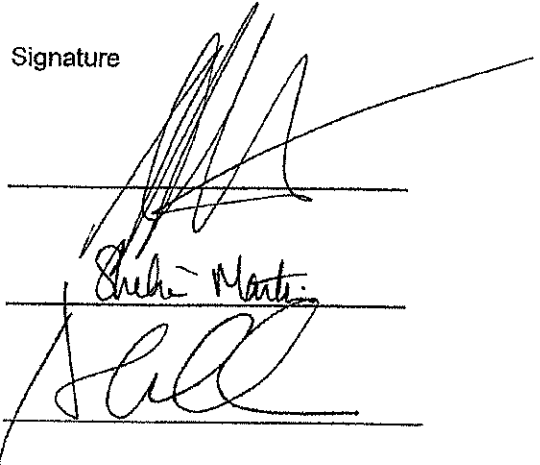
Print Name and Address

Daniel E. Martin
560 McKinley Terrace
Centerport, New York 11721

Shelia S. Martin
257 Prospect Place
Brooklyn, New York 11238

Daniel Marks Cohen
1 Morningside Drive, #315
New York, NY 10025

Signature



The block contains three handwritten signatures, each written on a horizontal line. The first signature is a stylized, cursive 'D' for Daniel E. Martin. The second signature is 'Shelia S. Martin' written in a more legible, cursive script. The third signature is a stylized, cursive 'D' for Daniel Marks Cohen.

Uniform Acknowledgment

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

On the 13th day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel E. Martin, 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

MILEIKA BETHANCOURT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01BE6220876
Qualified in Kings County
Commission Expires 04-19-2022

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

On the 13th day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Shelia S. Martin, 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

MILEIKA BETHANCOURT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01BE6220876
Qualified in Kings County
Commission Expires 04-19-2022

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

On the 12th day of September in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Marks Cohen, 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

MILEIKA BETHANCOURT
NOTARY PUBLIC, STATE OF NEW YORK
No. 01BE6220876
Qualified in Kings County
Commission Expires 04-19-2022



Department of
Housing Preservation
& Development
nyc.gov/hpd

LOUISE CARROLL
Commissioner


ELIZABETH OAKLEY
Deputy Commissioner

BRENDAN McBRIDE
Associate Commissioner

Office of Development
Division of New Construction
100 Gold Street
New York, N.Y. 10038

CONSENT OF THE DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

I, Brendan McBride, an Associate 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 **24th day of February, 2020** hereby approve the foregoing ***Certificate of Incorporation of HP Sherman Creek Housing Development Fund Company, Inc.*** 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 said ***Certificate of Incorporation*** with the Secretary of State of the State of New York.



Brendan McBride



UNI-37

200226000 *661*

CERTIFICATE OF INCORPORATION

OF

**HP SHERMAN CREEK
HOUSING DEVELOPMENT FUND COMPANY, INC.**

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

FILED

2020 FEB 26 PM 2:36

**Housing Partnership Development Corporation
253 West 35th Street, 3rd Floor
New York, New York 10001**

Attn: Crystal Kay, General Counsel

Cryst Dep# HPSHE66673

RECEIVED

2020 FEB 26 PM 2:09

DRAWDOWN

1cc
**STATE OF NEW YORK
DEPARTMENT OF STATE**

FILED

FEB 26 2020

**TAX \$
BY:**

k

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

ENTITY NAME : HP SHERMAN CREEK HOUSING DEVELOPMENT FUND
COMPANY, INC.
DOCUMENT TYPE : CERTIFICATE OF AMENDMENT
ENTITY TYPE : DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING
DEVELOPMENT FUND COMPANY) (ARTICLE XI)

DOS ID : 5716720
FILE DATE : 07/19/2021
FILE NUMBER : 210722002676
TRANSACTION NUMBER : 202107190000792-60142
EXISTENCE DATE : 02/26/2020
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : C/O NYC PARTNERSHIP HOUSING DEVELOPMENT FUND
COMPANY, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY, 10001, USA

FILER : HOUSING PARTNERSHIP DEVELOPMENT CORPORATION
253 WEST 35TH STREET, 3RD FLOOR,
NEW YORK, NY, 10001, USA

SERVICE COMPANY : UNITED CORPORATE SERVICES, INC.
SERVICE COMPANY ACCOUNT : 37
CUSTOMER REFERENCE : HPSHE42197

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100000140608

TOTAL FEES:	\$65.00	TOTAL PAYMENTS RECEIVED:	\$65.00
FILING FEE:	\$30.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$50.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$5.00	DRAWDOWN ACCOUNT:	\$65.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC., File Number 210722002676 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 July 22, 2021.



Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

**CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION
OF
HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC.**

**UNDER SECTION 803 OF THE
NEW YORK STATE NOT-FOR-PROFIT CORPORATION LAW**

The undersigned, being a director of HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC. does hereby certify that:

1. The name of the corporation is HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC. (hereinafter referred to as the "Company").

2. The Certificate of Incorporation of the Company was filed by the Department of State on February 26, 2020. The Company was formed under the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law, both of the State of New York.

3. The Company is a corporation, as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law and is a charitable corporation.

4. Section 4 of the Certificate of Incorporation is hereby amended to read as follows:

"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) 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) or corresponding provisions of any subsequent federal tax laws."

5. The Secretary of State is hereby designated by the Company as agent upon whom process against it may be served. The post office address of the Company to which the Secretary of State shall mail a copy of any process against the Company served upon it is c/o NYC Partnership Housing Development Fund Company, Inc., 253 West 35th Street, 3rd Floor, New York, New York 10001.

6. This Amendment to the Certificate of Incorporation of the Company contains the prior written approval of the Department of Housing Preservation and Development of the City of New York.

7. This Amendment to the Certificate of Incorporation of the Company was duly authorized by its board of directors.

8. This Amendment to the Certificate of Incorporation of the Company was duly authorized by the board of directors of its sole member, NYC Partnership Housing Development Fund Company, Inc.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate and affirm that the statements contained herein are true under the penalties of perjury as of this 12th day of March, 2021.

Esther Toporovsky

Name: Esther Toporovsky

Title: Vice President



LOUISE CARROLL
Commissioner
ELIZABETH OAKLEY
Deputy Commissioner
BRENDAN McBRIDE
Associate Commissioner
LAUREN CONNORS
Assistant Commissioner

Office of Development
Division of New Construction Finance
100 Gold Street
New York, N.Y. 10038

CONSENT OF THE DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

I, Lauren Connors, 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 *12th day of March, 2021* hereby approve the foregoing ***Certificate of Amendment of Certificate of Incorporation of HP Sherman Creek Housing Development Fund Company, Inc.*** 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 said ***Certificate of Amendment of Certificate of Incorporation*** with the Secretary of State of the State of New York.



Lauren Connors



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF SOCIAL JUSTICE
CHARITIES BUREAU

TO: Crystal Kay, Esq.
NYC Housing Partnership
253 West 35th Street, 3rd Floor
New York, NY 10001

RE: HP Sherman Creek Housing Development Fund Company, Inc.

The Attorney General hereby approves pursuant to N-PCL § 804(a)(ii)(A) the proposed Certificate of Amendment of HP Sherman Creek Housing Development Fund Company, Inc. Said approval is conditioned on submission to the Department of State for filing within 60 days hereafter. A copy of the filed certificate shall be provided to the Attorney General.

July 13, 2021

A handwritten signature in dark ink, appearing to read "Donna", written over a horizontal line.

Donna Cole Paul
Assistant Attorney General

**CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION
OF**

HP SHERMAN CREEK HOUSING DEVELOPMENT FUND COMPANY, INC.

**UNDER SECTION 803 OF THE
NEW YORK STATE NOT-FOR-PROFIT CORPORATION LAW**

UNI-37

DRAWDOWN

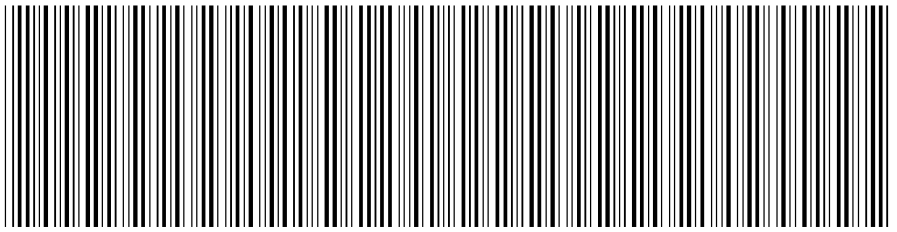
**Housing Partnership Development Corporation
253 West 35th Street, 3rd Floor
New York, New York 10001**

Cust Ref# HP5HE42197

EXHIBIT D
Deed and Nominee
Agreement

**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.



2018112900354001001E2A40

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 9

Document ID: 2018112900354001

Document Date: 11-26-2018

Preparation Date: 11-29-2018

Document Type: DEED

Document Page Count: 7

PRESENTER:

GOTHAM ABSTRACT & SETTLEMENT, LLC
370 LEXINGTON AVENUE, SUITE 800
GA-1951
NEW YORK, NY 10017
212-767-0707
RECORDINGS@GOTHAMABSTRACT.COM

RETURN TO:

GOTHAM ABSTRACT & SETTLEMENT, LLC
370 LEXINGTON AVENUE, SUITE 800
GA-1951
NEW YORK, NY 10017
212-767-0707
RECORDINGS@GOTHAMABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	2188	1	Entire Lot	3875 9TH AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

MFC REALTY CORP.
3875 9TH AVENUE
NEW YORK, NY 10034

GRANTEE/BUYER:

HP 3875 NINTH AVENUE HOUSING DEV. FUND CO.
INC.
C/O HOUSING PARTNERSHIP DEV. CORP., 242 WEST
36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

☒ Additional Parties Listed on Continuation Page

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: \$ 72.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

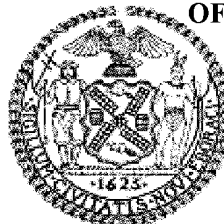
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 11-29-2018 15:11

City Register File No.(CRFN):

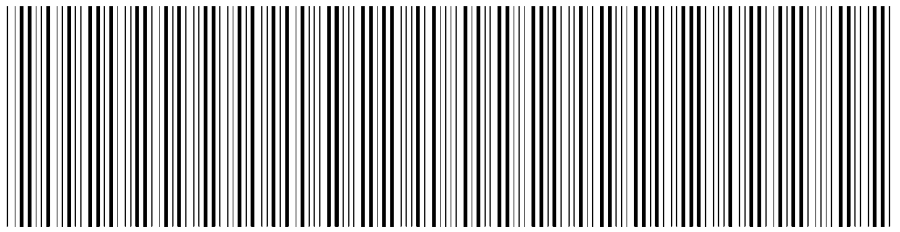
2018000394829



Annette McMill

City Register Official Signature

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



2018112900354001001C28C0

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 9

Document ID: 2018112900354001

Document Date: 11-26-2018

Preparation Date: 11-29-2018

Document Type: DEED

PARTIES

GRANTOR/SELLER:

J. 207 ST LLC
15 VERBENA AVENUE, SUITE 200
FLORAL PARK, NY 11001

**BARGAIN AND SALE DEED
WITHOUT COVENANTS**

THIS INDENTURE, made as of November 30, 2018, by MFC REALTY CORP., a New York corporation ("MFC") AS TO FIFTY PERCENT (50%) INTEREST AS TENANT IN COMMON, and J.207 ST LLC, a New York limited liability company AS TO A FIFTY PERCENT (50%) INTEREST AS TENANT IN COMMON ("J 207", and together with MFC, the "Grantor"),

TO

HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation (the "Grantee"), for the benefit of and as nominee for 207 STREET OWNER LLC, a Delaware limited liability company (the "Beneficial Owner"), as to the entire equitable and beneficial interest in the premises herein granted, pursuant to a Declaration of Interest and Nominee Agreement between Grantee and Beneficial Owner entered into on the date hereof.

WITNESSETH, that Grantor, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, as more particularly described in Schedule A.

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

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

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

AND Grantor, in compliance with Section 13 of the Lien Law, covenants Grantee 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.

SAID Grantor conveys the premises described herein pursuant to and in accordance with the terms of the that certain unrecorded Operating Agreement dated January 28, 2015 of MFC Madd LLC, in which the MFC and J 207 are the only members, and Grantor hereby conveys said premises without any further restriction, encumbrance or obligation as to said Operating Agreement.


MFC's interest in the premises described herein does not constitute all or substantially all of the assets of MFC and was made in the usual or regular course of business of MFC.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

This DEED may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same DEED.

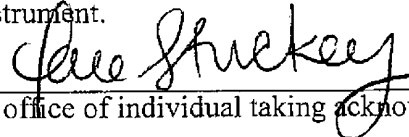
IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

MFC REALTY CORP., a New York corporation

By: 
Name: Carlos Gomez
Title: President

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

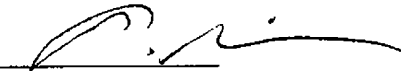
On the 26 day of November, 2018, before me, the undersigned, personally appeared **CARLOS GOMEZ**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

TARA STUCKEY
Notary Public-State of New York
No. 015T6080866
New York County EXP 9/23/2022

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

J.207 ST LLC, a New York limited liability company

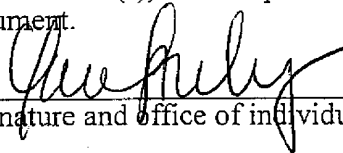
By: 

Name: Eliezer S. Weiss

Title: Authorized Signatory

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

On the 19 day of November, 2018, before me, the undersigned, personally appeared **Eliezer S. Weiss**, 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 executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

TARA STUCKEY
Notary Public-State of New York
No. 015T6080866
New York County EXP 9/23/2022

Schedule A

Stewart Title Insurance Company

Policy No. O-8911-000818899

Title No. GA-1951

**SCHEDULE A
DESCRIPTION OF PREMISES**

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

BEGINNING at the corner formed by the intersection of the northerly side of West 207th Street with the easterly side of Ninth Avenue;

RUNNING THENCE Northerly along the easterly side of Ninth Avenue, 189 feet 10 inches to the southerly side of West 208th Street;

THENCE easterly along the southerly side of West 208th Street, 388 feet 1-1/2 inches to the westerly side of a street 100 feet wide, as shown on a map or plan of Street in the 12th Ward, made by Joseph O.B. Webster, dated November 18, 1888 as map no. 129;

THENCE southerly along the westerly line of said Street, 191 feet 1-3/8 inches to the northerly line of West 207th Street;

THENCE westerly along the northerly line of West 207th Street, 365 feet 11-1/3 inches to the point or place of BEGINNING

Deed

Title No. GA-1951
MFC Realty Corp. and
J. 207 St LLC
to

Block: 2188

Lots: 1

County: New York

Street Address: 3875 Ninth Avenue, New York, New York

HP 3875 Ninth Avenue Housing
Development Fund Company, Inc., for the
benefit of and as nominee for 207 Street
Owner LLC

Return By Mail To:

Hirschen, Singer & Epstein LLP

902 Broadway, 13th Floor

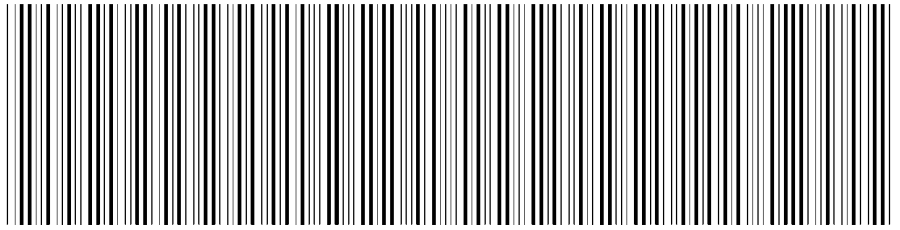
New York, New York 10010

Attention: Russel A. Kivler, Esq.

Reserve This Space For Use Of Recording Office

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



2018112900354001001SE4C1

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2018112900354001
Document Type: DEED

Document Date: 11-26-2018

Preparation Date: 11-29-2018

ASSOCIATED TAX FORM ID: 2018111500359

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

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

1
1
1



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: MANHATTAN BLOCK: 2188 LOT: 1
- (2) Property Address: 3875 9TH AVENUE, NEW YORK, NY 10034
- (3) Owner's Name: HP 3875 NINTH AVENUE HOUSING DEV. FUND CO. INC.
- Additional Name:

Affirmation:



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

Customer Billing Information:

Please Note:

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

Owner's Approval:

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

Print Name of Owner:

DANIEL MARKS COHEN

VICE PRESIDENT

Signature: _____ Date (mm/dd/yyyy) 11/20/12

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

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 3875 9TH AVENUE MANHATTAN 10034
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name HP 3875 NINTH AVENUE HOUSING DEV. FUND CO. INC.
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 LAST NAME / COMPANY FIRST NAME

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

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

8. Seller Name MFC REALTY CORP.
 LAST NAME / COMPANY FIRST NAME

J. 207 ST LLC
 LAST NAME / COMPANY FIRST NAME

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

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

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 / 26 / 2018
 Month Day Year

11. Date of Sale / Transfer 11 / 26 / 2018
 Month Day Year

12. Full Sale Price \$ 0
 (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

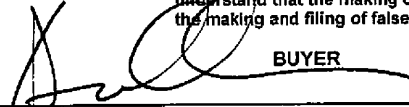
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class G, 6 16. Total Assessed Value (of all parcels in transfer) 1 6 7 2 2 0 0
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 MANHATTAN 2188 1

201811150035920103

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			11/20/18 DATE		BUYER'S ATTORNEY	
C/O HOUSING PARTNERSHIP DEV. CORP. 242 WEST 36TH STREET, 3RD FLOOR			LAST NAME		FIRST NAME	
STREET NUMBER			STREET NAME (AFTER SALE)			AREA CODE
NEW YORK			NY			10018
CITY OR TOWN			STATE			ZIP CODE
			SELLER			TELEPHONE NUMBER
			See Attached			DATE
			SELLER SIGNATURE			

2018111500359201

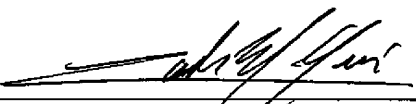
SIGNATURE PAGE
TO NEW YORK CITY, DEPARTMENT OF FINANCE
REAL PROPERTY TRANSFER TAX RETURN (FORM NYC-RPT)

CERTIFICATION

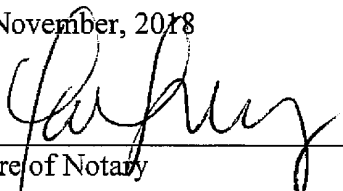
I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR:

MFC REALTY CORP.

By: 
Name: Carlos Gomez
Title: President

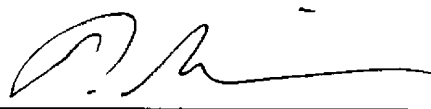
Sworn to and subscribed to before me on this 26
day of November, 2018


Signature of Notary

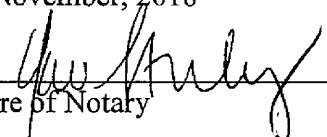
GRANTOR:

J.207 ST LLC

TARA STUCKEY
Notary Public-State of New York
No. 01ST6080866
New York County EXP 9/23/2022

By: 
Name: Eli Weiss
Title: Authorized Signatory

Sworn to and subscribed to before me on this 19
day of November, 2018


Signature of Notary

TARA STUCKEY
Notary Public-State of New York
No. 01ST6080866
New York County EXP 9/23/2022

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.

BUYERS

Buyer Signature

Date

11/26/18

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

Date

Buyer Signature

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Date

2018111500359201

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

State of New York }
County of NY } SS.:

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

3875 9TH AVENUE

Street Address Unit/Apt.

MANHATTAN

Borough

New York,

2188

Block

1

Lot

(the "Premises");

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

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

**DANIEL MARKS COHEN
VICE PRESIDENT**

MFC Realty Corp.

Name of Grantor (Type or Print)

[Signature], President
Signature of Grantor

Name of Grantee (Type or Print)

[Signature]
Signature of Grantee

Sworn to before me

this 26 day of November 2018

[Signature]

TARA STUCKEY
Notary Public-State of New York
No. 01576080866
New York County EXP 9/23/2022

Sworn to before me

this 20 day of November 2018

[Signature]

SHELBEY S TAMAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02TA6359831
Qualified in Queens County

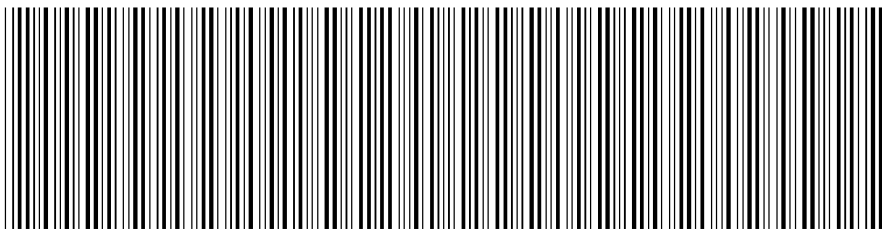
These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

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

2018111500359101

**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.



2018112900354002001E2A04

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 16

Document ID: 2018112900354002

Document Date: 11-26-2018

Preparation Date: 11-29-2018

Document Type: AGREEMENT

Document Page Count: 15

PRESENTER:

GOTHAM ABSTRACT & SETTLEMENT, LLC
370 LEXINGTON AVENUE, SUITE 800
GA-1951
NEW YORK, NY 10017
212-767-0707
RECORDINGS@GOTHAMABSTRACT.COM

RETURN TO:

GOTHAM ABSTRACT & SETTLEMENT, LLC
370 LEXINGTON AVENUE, SUITE 800
GA-1951
NEW YORK, NY 10017
212-767-0707
RECORDINGS@GOTHAMABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	2188	1	Entire Lot	3875 9TH AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

HP 3875 NINTH AVENUE HOUSING DEVELOPMENT
FUND
COMPANY, INC., 242 WEST 36TH STREET 3RD
FLOOR

PARTY 2:

207 STREET OWNERS LLC
15 VERBANA AVENUE SUITE 200
FLORAL PARK, NY 11001

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: \$ 112.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

CITY OF NEW YORK

Recorded/Filed 11-29-2018 15:11

City Register File No.(CRFN):

2018000394830



Annette McMill

City Register Official Signature

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS AGREEMENT is made as of this 26th day of November, 2018, by and between **HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC.** a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 242 West 36th Street, 3rd Floor, New York, New York 10018 (the "HDFC"), and **207 STREET OWNER LLC**, a Delaware limited liability company, having an address at 15 Verbana Avenue, Suite 200, Floral Park, New York 11001 ("Company").

WITNESSETH:

WHEREAS, a fee interest in the premises described in Schedule "A" annexed hereto and made a part hereof (the "Property") is being acquired this day by the HDFC solely as nominee legal or record title holder on behalf of the Company, as beneficial owner of the Property, for the ownership, rehabilitation, and leasing of one or more residential buildings with approximately six hundred fifteen residential rental units including one (1) superintendent's unit, and local commercial and community facility space (collectively, the "Project") in accordance with Article XI; and

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

WHEREAS, as of the date hereof the Loans are being made: (x) to the Company by 3875 9TH AVENUE 1 LLC, in the form of a mortgage loan and (y) to the Company's sole member 3875 9TH AVENUE 2 LLC, in the form of a mezzanine loan (collectively the "Lenders"); and

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

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

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

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

1. The HDFC's acquisition and holding of legal or record fee title of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of Company. Although the HDFC will hold legal or record title to the Property such title shall only be as nominee legal or record titleholder on behalf of Company. As a result, the parties hereby

acknowledge and agree that Company possesses all of the equitable and beneficial interest in the Property, and will possess all the equitable and beneficial interest in the Project, such that Company, and not the HDFC shall have an:

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

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

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

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

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

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

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

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

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

(j) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns;

(k) unconditional right to develop residential and non-residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation,

regulation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents"); and

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

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

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

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

B. Company shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC, HPDC, and each of their members, directors, employees and officers harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with Company or with any third party), imposed upon or incurred by or asserted against HDFC, HPDC or each of their officers, directors, members or employees by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses, except if arising out of the willful misconduct or gross negligence of the HDFC. Company's obligations and liabilities under this section shall survive any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

C. In the event that any action or proceeding is brought against the HDFC, HPDC or each of their members, directors, and officers with respect to which indemnity may be sought under this Section, the Company shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the HDFC, and shall assume the payment of all expenses related thereto. The HDFC shall have the right, if it shall conclude in good faith that a conflict of interest exists, to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Company shall pay all reasonable fees and expenses of such separate counsel.

This Section 3 shall survive the termination of this Agreement.

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

5. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of Company, to execute and deliver to Company a deed in proper recordable form

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

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

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

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

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

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to Company and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

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

(e) HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon Company;

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

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

(h) Except as explicitly provided for in Section 7 of this Agreement, no actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which

relate to, impact, or otherwise affect the Property or the Project or any part or parts thereof or of any interest therein, except with the prior written consent of the Company, which may be withheld in its sole reasonable discretion. Further, any and all actions taken by the HDfC with respect to the Property or any parts thereof shall be taken solely in its capacity as nominee for the Company and not for its own ends or purposes.

8. Miscellaneous Provisions.

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

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

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

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

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

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

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

207 Street Owner LLC
15 Verbana Avenue, Suite 200
Floral Park, New York, 11001

with a copy to:

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

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

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

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

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

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

(l) Notwithstanding anything to the contrary provided for herein, this Agreement shall not be terminated while the Loans are outstanding, without the prior written consent of the Lenders. In addition thereto, if this Agreement is terminated in connection with any insolvency proceeding or any other adjudication of the parties rights and obligations under this Agreement, HDFC shall enter into an Agreement with any existing lender with the same terms and conditions as this Agreement. If and to the extent this Agreement is terminated for any reason while the Loans are outstanding, the Property shall be conveyed to the Company in accordance with Paragraph 6 above. HDFC shall deliver notice, in the manner provided for in the documents associated with the Loans, to the Lenders if: (x) the Company initiates a termination of this Agreement or if (y) the HDFC initiates a termination of this Agreement, each in accordance with Paragraph 6 above.

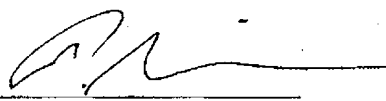
[SIGNATURES SET FORTH ON FOLLOWING PAGE]

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

HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND
COMPANY INC., a New York not-for-profit corporation

By: _____
Name: Daniel Marks Cohen
Title: Vice President

207 STREET OWNER LLC
a Delaware limited liability company

By:  _____
Name: Eliezer S. Weiss
Title: Authorized Signatory

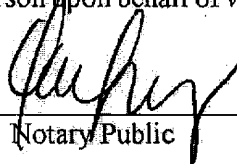
STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the ____ day of November, 2018, before me, the undersigned, a Notary Public in and or said State, personally appeared Daniel Marks Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

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

On the 19 day of November, 2018, before me, the undersigned, a Notary Public in and or said State, personally appeared Eliezers Weiss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

TARA STUCKEY
Notary Public-State of New York
No. 01ST6080866
New York County EXP 9/23/2022

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

HP 3875 NINTH AVENUE HOUSING DEVELOPMENT FUND
COMPANY INC., a New York not-for-profit corporation

By: 

Name: Daniel Marks Cohen
Title: Vice President

207 STREET OWNER LLC
a Delaware limited liability company

By: _____

Name:
Title:

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On the 70 day of November, 2018, before me, the undersigned, a Notary Public in and or said State, personally appeared Daniel Marks Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

SHELBEY S TAMAYO
NOTARY PUBLIC-STATE OF NEW YORK
No. 02TA6359831
Qualified in Queens County
My Commission Expires 06-05-2021

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On the ____ day of _____, 2018, before me, the undersigned, a Notary Public in and or said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

Notary Public

SCHEDULE "A"

Stewart Title Insurance Company

Policy No. O-8911-000818899

Title No. GA-1951

SCHEDULE A
DESCRIPTION OF PREMISES

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

BEGINNING at the corner formed by the intersection of the northerly side of West 207th Street with the easterly side of Ninth Avenue;

RUNNING THENCE Northerly along the easterly side of Ninth Avenue, 189 feet 10 inches to the southerly side of West 208th Street;

THENCE easterly along the southerly side of West 208th Street, 388 feet 1-1/2 inches to the westerly side of a street 100 feet wide, as shown on a map or plan of Street in the 12th Ward, made by Joseph O.B. Webster, dated November 18, 1888 as map no. 129;

THENCE southerly along the westerly line of said Street, 191 feet 1-3/8 inches to the northerly line of West 207th Street;

THENCE westerly along the northerly line of West 207th Street, 365 feet 11-1/3 inches to the point or place of BEGINNING