



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 Requestor, Sherman Creek LIHTC Owner LLC to the Brownfield Cleanup Agreement.

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

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

Section I. Current Agreement Information		
BCP SITE NAME: 207th Street/9th Avenue		BCP SITE NUMBER: C231102
NAME OF CURRENT APPLICANT(S): (See Attached Supplement)		
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 Sherman Creek LIHTC Owner LLC		
ADDRESS C/O Madd Equities, 15 Verbana Avenue Suite 200,		
CITY/TOWN Floral Park		ZIP CODE 11001
PHONE 516-821-2003	FAX	E-MAIL ana@madddequities.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" 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 Ana Maria Polonia		
ADDRESS C/O Madd Equities, 15 Verbana Avenue Suite 200,		
CITY/TOWN Floral Park		ZIP CODE
PHONE 516-821-2003	FAX	E-MAIL ana@madddequities.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Connell Foley LLP c/o George Duke Esq.		
ADDRESS 875 Third Avenue, 21st Floor		
CITY/TOWN New York		ZIP CODE 10022
PHONE 212-307-3700	FAX	E-MAIL gduke@connellfoley.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: Affiliated Entity		

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
and 207 Street Owner LLC

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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

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

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

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☒ Other LIHTC Entity

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

2. Check appropriate boxes below:

☐

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

2a. PARCELS ADDED:

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


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information
<div style="display: flex; justify-content: space-between;"> BCP SITE NAME: 207th Street/9th Avenue BCP SITE NUMBER: C231102 </div>
NAME OF CURRENT APPLICANT(S): See Attached Supplement.
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)
<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 LIHTC 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 Weiss'</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>10.24.22</u> Signature:  _____</p> <p>Print Name: <u>Eli 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 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: 10/25/22 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: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

Site Code: C231102

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 (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: 10/25/22 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: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

Site Code: C231102

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 Sherman Creek Master Tenant LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Eli Weiss' signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 10.24.22 Signature: 

Print Name: Eli Weiss

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: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am <u>Authorized Signatory</u> (title) of <u>207 Street Owner LLC</u> (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. <u>Eli Weiss'</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>10.24.22</u> Signature:  _____</p> <p>Print Name: <u>Eli Weiss</u></p>

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

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

Signature by the Department:

DATED: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am <u>Authorized Signatory</u> (title) of <u>Sherman Creek Owner LLC</u> (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. <u>Eli Weiss'</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>10.24.22</u> Signature:  _____</p> <p>Print Name: <u>Eli Weiss</u></p>

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

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

Signature by the Department:

DATED: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 

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

Site Code: C231102

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Vice President (title) of HP 3875 Ninth Avenue Housing Development Fund Company, Inc (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Shelia Martin signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: Shelia Martin

Print Name: Shelia Martin

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: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Vice President (title) of HP Sherman Creek Housing Development Fund Company, Inc. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Shelia Martin signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: Shelia Martin

Print Name: Shelia Martin

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: 1/22/2023

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

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

Site Code: C231102

SUBMITTAL REQUIREMENTS:

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

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER:_____

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

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

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

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

Requestor Address, etc.

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

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.
Provide information for the requestor's attorney.

Please provide 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.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

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

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.

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

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

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

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

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

This page should only be completed if:

a. The site is located in the five boroughs comprising New York City

AND

b. The site does not currently have an eligibility determination for tangible property credits.

PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

Supplement to Sections I, II and IV

Existing Applicant Information:

Entity Name/NewRequestor	Contact Information/Requestor's Representative
J.207 St. LLC c/o Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	Ana Maria Polonia c/o Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com
MFC Realty Corp. c/o Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	Ana Maria Polonia c/o Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com
207 Street Owner LLC c/o Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	Ana Maria Polonia c/o Maddd 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 Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	Ana Maria Polonia c/o Maddd 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 Maddd Equities 15 Verbana Avenue, Suite 200, Floral Park, NY, United States, 11001 Phone: 516-821-2003 Email: ana@madddequities.com	Ana Maria Polonia c/o Maddd 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	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	Crystal Kay 253 West 35 th Street 3 rd Floor New York, NY 10001 Phone: 646-217-3390 Email: ckay@housingpartnership.com

New Requestor Membership Information

New Requestor is a New York State Domestic Limited Liability Company. The sole member of the New Requestor is Sherman Creek Managers LLC.

New Requestors' Eligibility as a Volunteer

New Requestor 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 Requestor is a recently formed entity 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).

October 25 ____, 2022

Brownfield Requestor
Sherman Creek LIHTC Owner LLC
c/o Madd 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 

**SHELIA MARTIN
VICE PRESIDENT**

207 Street Owner LLC


By 

EXHIBIT A

AUTHORIZED APPLICANT(S)/REQUESTOR(S)

- MFC Realty Corp.
- J.207 St. LLC
- Sherman Creek Owner LLC
- Sherman Creek Master Tenant LLC
- HP Sherman Creek Housing Development Fund Company, Inc.
- Sherman Creek LIHTC Owner LLC

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: SHERMAN CREEK LIHTC OWNER LLC
FOREIGN LEGAL NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203
LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY
COMPANY LAW
DATE OF INITIAL DOS FILING: 09/12/2022
EFFECTIVE DATE INITIAL FILING: 09/12/2022
FOREIGN FORMATION DATE:
COUNTY: NASSAU
JURISDICTION: NEW YORK, UNITED STATES

DOS ID: 6586919
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE

REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 09/30/2024
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 Address

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

SHERMAN CREEK LIHTC OWNER LLC AUTHORIZATION TO COMPLETE REMEDIAL REQUIREMENTS

The undersigned, being all of the members of Sherman Creek LIHTC Owner LLC, a New York limited liability company (the "Company") hereby certify as of October 14, 2022, 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").

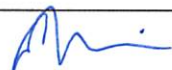
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under the existing Brownfield Cleanup Agreement ("BCA") Index No. 231102-11-16; 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 October 14, 2022.

MEMBERS:

Sherman Creek Managers LLC

By: Eli S. Weiss

A handwritten signature in blue ink, appearing to be 'ELI', is written over a horizontal line.

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;

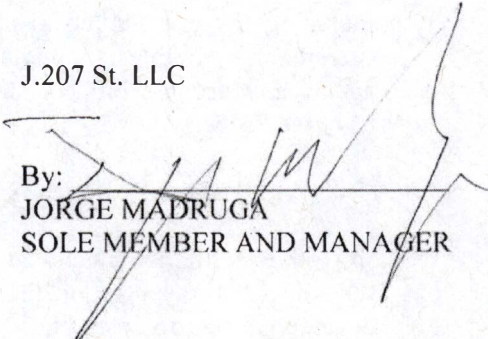
RESOLVED, that Jorge Madruga is hereby an authorized signatory for J.207 St. LLC to execute any and all documents on its behalf necessary to apply for the Brownfield Cleanup Program through the New York State Department of Environmental Conservation for the Property;

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;

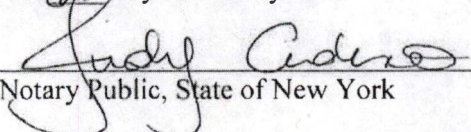
Neither the Articles of Incorporation or By-Laws of MFC Realty Corp. contain any special requirement as to the number of officers or members required to pass this resolution, however it is unanimous decided by all shareholders and directors.

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").

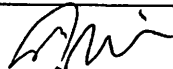
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under the existing Brownfield Cleanup Agreement ("BCA") Index No. 231102-11-16; 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

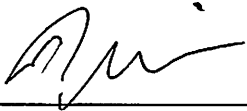
RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<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 Madd 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").

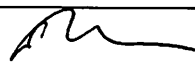
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under the existing Brownfield Cleanup Agreement ("BCA") Index No. 231102-11-16; 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 read 'Eli S. Weiss', written over a horizontal line.

By: Eli S. Weiss

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

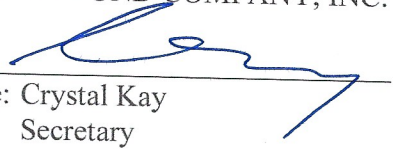
HP 3875 Ninth Avenue Housing Development Fund Company, Inc. ("HDFC") hereby states as follows:

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

=====

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

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: NEWY

=====

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:



=====

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

=====

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.

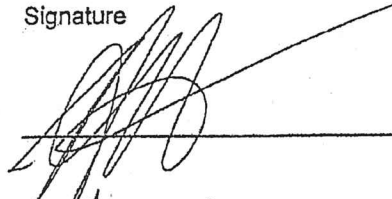
Print Name and Address

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



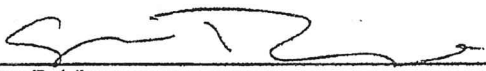
Shelia S. Martin




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.

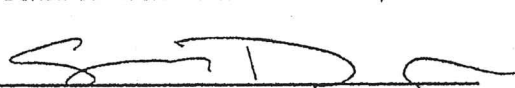


Notary Public

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
Qualified in Queens County
My Commission Expires 06-05-2021



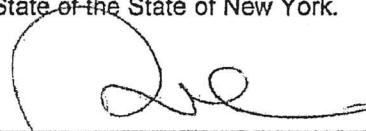
Department of
Housing Preservation
& Development
nyc.gov/hpd

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

RECEIVED
2018 NOV 15 AM 10:07

555

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

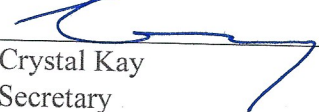
HP Sherman Creek Housing Development Fund Company, Inc. ("HDFC") hereby states as follows:

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

=====

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

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: NEWY

=====

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:



=====

SERVICE COMPANY: UNITED CORPORATE SERVICES

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

=====

HPSHE66673

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.

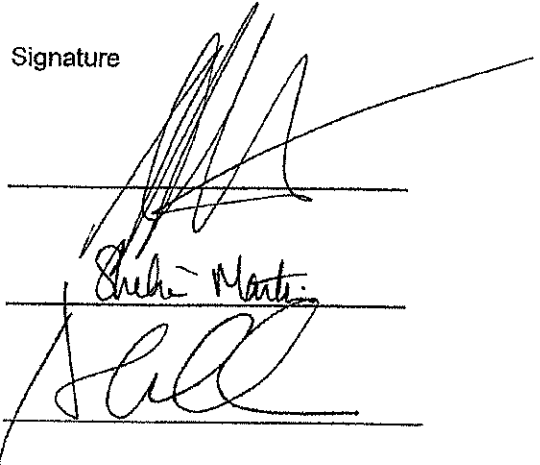
Print Name and Address

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 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 Cole Paul", 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