



NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION



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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☐ Add
- ☒ Substitute
- ☐ Remove
- ☐ Change in Name

an applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), please also submit a Change of Use form.

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*]

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

As evidenced by the attached two Deeds and Declaration of Interest Agreement, on October 17, 2014 M+M Housing Development Fund Corp. ("M+M") completed their acquisition of the Site which is the subject of this Brownfield Cleanup Agreement, as nominee for Mills and Michelsen LLC (the "LLC") (together M+M "Michelsen"), on October 17, 2014. As such, it is requested that both entities be substituted as volunteers under the Brownfield Cleanup Agreement ("BCA") for this site in place of the Urban League of Rochester Economic Development Corporation, the current volunteer. There have been no other changes to the proposed use and redevelopment of the site as set forth in the Brownfield Cleanup Application from July of 2014.

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

04/2014

Section I. Existing Application Information		
BCP SITE NAME: Former Michelsen Furniture Company BCP SITE NUMBER: C828189		
NAME OF CURRENT APPLICANT(S): Urban League of Rochester Economic Development Corporation		
INDEX NUMBER OF EXISTING AGREEMENT: C828189-09-14 DATE OF EXISTING AGREEMENT: September 30, 2014		
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME M+M Housing Development Fund. Corp. and Mills and Michelsen LLC		
ADDRESS 312 State Street		
CITY/TOWN Rochester, New York		ZIP CODE 14614
PHONE (585) 454-5710	FAX (585) 325-4864	E-MAIL cvitale@ulr.org
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 Carolyn Vitale		
ADDRESS 312 State Street		
CITY/TOWN Rochester, New York		ZIP CODE 14614
PHONE (585) 454-5710	FAX (585) 325-4864	E-MAIL cvitale@ulr.org
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) No Change		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) No Change		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:		
<input type="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. NOTE: By checking this box, the requestor certifies that he/she has exercised appropriate care with respect to the contamination found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination.	

Section II. New Requestor Information continued (if no change to Current Applicant, skip to Section V)

Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser Other _____

If requestor is not the site owner, requestor will have access to the property throughout the BCP project. ☐ Yes ☐ No

(Note: proof of site access must be submitted for non-owners)

Requester must submit proof that the party signing this Application and Amendment has the authority to bind the Requester. 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.

Describe Requestor's Relationship to Existing Applicant:

A organizational chart is attached.

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) N/A

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the requestor subject to an existing order relating to contamination at the site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Has the requestor been determined to have violated any provision of ECL Article 27? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Has the requestor previously been denied entry to the BCP? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before the Department? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

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

ADDRESS N/A

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement)

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

Check appropriate boxes below:

☐

Changes to metes and bounds description or TBL correction

☐

Addition of property (may require a standard application depending on the size and nature of addition – see attached instructions)

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

☐

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	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.

PART II. BROWNFIELD CLEANUP AGREEMENT AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Michelsen Furniture Company	BCP SITE NUMBER: C828189-09-14
NAME OF CURRENT APPLICANT(S): M+M Housing Development Fund. Corp. and Mills and Michelsen LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C828189-09-14	
EFFECTIVE DATE OF EXISTING AGREEMENT: September 30, 2014	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)	
(Individual)	
I acknowledge and agree to the general terms and conditions set forth in DER-32 <i>Brownfield Cleanup Program Applications and Agreements</i> . I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: _____	Signature: _____ Print Name: _____
(Entity)	
I hereby affirm that I am <u>Vice Pres.</u> <u>M+M Housing Development Fund Corp and Mills and Michelsen LLC</u> of <u>that entity</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 acknowledge and agree to the general terms and conditions set forth in DER-32 <i>Brownfield Cleanup Program Applications and Agreements</i> . I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. <u>Carolyn Vitale</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.	
Date: <u>March 20, 2015</u>	Signature: <u>[Signature]</u> Print Name: <u>Carolyn Vitale</u>

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 Urban League of Rochester Economic Development 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. Carolyn Vitale signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: March 20, 2015 Signature: [Signature] Print Name: Carolyn Vitale

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

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

Effective Date of the Amendment:

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Robert W. Schick, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

Three (3) complete copies are required.

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD, 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

- **One (1)** paper copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check [DEC's website](#) for information on our regional offices.

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____

LEAD OFFICE: _____

PROJECT MANAGER: _____

Exhibit A: Deeds

DEED - WARRANTY WITH LIEN COVENANTS

THIS INDENTURE made the day of September, Two Thousand Fourteen, between

Lawrence S. Levinson, residing at 522 East 5th Street, Bellwood, PA 16617 and **Judith Maier**, residing at 5314 Weston Downs Drive, Durham, NC 27707, and **John Dubickas**, residing at 137 Elm Street, Ontario, New York 14519, parties of the first part, and

M+M Housing Development Fund Corp., a New York not-for-profit corporation having an address at 312 State Street, Rochester, New York 14608, party of the second part,

WITNESSETH that the parties of the first part, in consideration of One Dollar (\$1.00) and other good and valuable consideration lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever,

CONVEYS ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, bounded and described as follows:

Commencing at the point of intersection of the northerly line of Avenue "D" and the easterly line of Conkey Avenue, and running thence (1) easterly a distance of 117.82 feet along said northerly line of Avenue "D"; thence (2) northerly on a line making an interior angle with course (1) of 89 degrees 29 minutes 30 seconds a distance of 149.87 feet; thence (3) westerly on a line making an interior angle with course (2) of 90 degrees 21 minutes 30 seconds a distance of 118.49 feet to the easterly line of Conkey Avenue; thence (4) southerly on a line making an interior angle with course (3) of 89 degrees 23 minutes a distance of 149.87 on said easterly line of Conkey Avenue to place of beginning, as shown on survey map made by Crawford & Dobbs, Surveyors, by Raymond B. Crawford, L.S. 9944.

Subject to all covenants, easements and restrictions of record affecting said premises, if any.

Being the same premises conveyed to Lawrence S. Levison and Judith Maier by deed dated September 5, 1996 and recorded September 20, 1999 in Liber 9216 at Page 152 in the Monroe County Clerk's Office.

Tax Account Number: 091.77-2-31

Property address: 182 Avenue D, Rochester, New York 14621

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

TOGETHER with all right, title and interest of the Grantor, if any, in common with others in and to the highway, and all gores and strips of land, easements, rights, rights of way, water and water way rights adjacent to or used in connection with the property.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his heirs and assigns forever.

AND said parties of the first part covenants as follows:

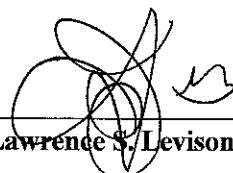
FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That said parties of the first part will forever **WARRANT** the title to said premises.

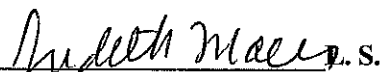
THIRD, That, in Compliance with Sec.13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first the payment of the costs of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF



Lawrence S. Levison L.S.



Judith Maier



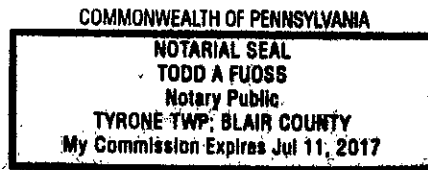
John Dubickas

STATE OF PENNSYLVANIA)
COUNTY OF Blair) ss:

On this 17 day of September, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared, **Lawrence S. Levison**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public



STATE OF NORTH CAROLINA)

COUNTY OF Orange) ss:

On this 19th day of September, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared, **Judith Maier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JONATHAN REDA
NOTARY PUBLIC
ORANGE COUNTY, NC


Notary Public

My Commission expires 6/30/2015

STATE OF NEW YORK)

COUNTY OF Monroe) ss:

On this 23 day of September, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared, **John Dubickas**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/ their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

ROBERT L. BURKWIT
NOTARY PUBLIC, State of New York
Qualified in Monroe County
No. 02BU5532750
Commission Expires Dec. 31, 2014

BARGAIN AND SALE DEED

THIS INDENTURE, made this 11th day of October, 2014, between the **CITY OF ROCHESTER**, Grantor, a municipal corporation, created by and under the laws of the State of New York, having its principal office for the transaction of business at City Hall, 30 Church Street, Rochester, New York 14614, and **M+M HOUSING DEVELOPMENT FUND CORP.**, Grantee, a New York State not-for profit corporation with offices at with offices at 312 State Street, Rochester, New York 14608,

WITNESSETH, That the Grantor, in consideration of **TWO THOUSAND FIVE HUNDRED and no/100ths DOLLARS (\$2,500.00)** lawful money of the United States, paid by the Grantee, does hereby remise, release and forever quitclaim unto the Grantee, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe, and State of New York, and being more particularly known as

SEE ATTACHED SCHEDULE A

Excepting and reserving all the right, title and interest of the Grantor in and to any and all streets upon which the premises abut.

Subject to all covenants, easements and restrictions of record in Monroe County Clerk's Office affecting the premises, if any.

This conveyance is made pursuant to the provisions of Ordinance No. **2014-168** adopted by the Council of the City of Rochester on **June 18, 2014**.

THIS CONVEYANCE IS MADE AND ACCEPTED subject to the following express condition, which is a part of the consideration for the property conveyed and is to be taken and construed as a condition subsequent to Grantor's transfer of title:

Grantee shall construct on the property conveyed the following project: a parking lot to support the building at 182-184 Avenue D all in conformance with the Codes of the City of Rochester and in conformance with approved site plans and building permits issued by the City of Rochester. Grantee shall complete such construction and obtain a Certificate of Occupancy for the property **prior to June 1, 2016**.

In case of the breach or violation of this condition subsequent, and in case such breach or such violation shall not be cured, ended or remedied within 45 days' written demand by the Grantor, or within any further extension that may be granted by the Grantor in its sole discretion, then the Grantor shall have the right to reacquire the property in Schedule A, and may, at its option, commence a proceeding or suit in a court of appropriate jurisdiction to regain title to the

property and revest title in the Grantor, with no payment or compensation to the Grantee, its successors or assigns. However, this condition subsequent and any revesting of title in the Grantor because of breach or violation by the Grantee, its successors or assigns, of this condition subsequent, shall always be subject to, and limited by, and shall not defeat, render invalid, or limit the lien of any mortgage on the property granted by Grantee, its successors or assigns, to secure a loan made to Grantee, its successors or assigns, or to any entity holding beneficial or equitable interest in the property.

Promptly after the Grantee's timely satisfaction of the condition subsequent for the property in conformity with the approved site plans and building permit, the Grantor shall provide the Grantee, its successors or assigns, with an appropriate instrument certifying such satisfaction ("Certificate of Satisfaction"). The issuance of a Certificate of Occupancy for the property by the City of Rochester shall constitute conclusive proof of the satisfaction of the condition subsequent and shall entitle the Grantee, its successors or assigns to the issuance of a Certificate of Satisfaction. The Certificate issued by the Grantor shall be (and it shall be so provided in the Certificate itself) conclusive evidence of the satisfaction and termination of the condition subsequent. The Certificate shall be in such form as shall enable it to be recorded in the Monroe County Clerk's Office. Grantee has executed this conveyance to accept this condition subsequent.

Property Addresses:
374 Conkey Avenue

Tax Account No:
SBL No. 91.77-2-32

Tax Billing Address: **312 State Street, Rochester, New York 14608**

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

TO HAVE AND TO HOLD the above-granted premises unto the said Grantee, its successors and assigns forever.

AND the party of the first part covenants as follows:

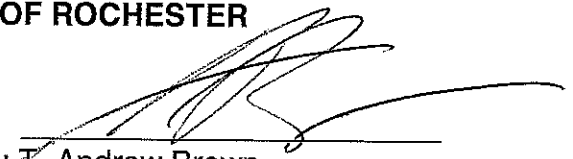
The party of the first part covenants that it has not done or suffered anything whereby the same premises have been encumbered in any way whatever.

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

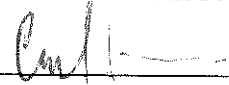
IN WITNESS WHEREOF, the Grantor and Grantee have executed this Bargain

and Sale Deed the date first above written.

6/15
CITY OF ROCHESTER

By: 
Name: T. Andrew Brown
Title: Corporation Counsel

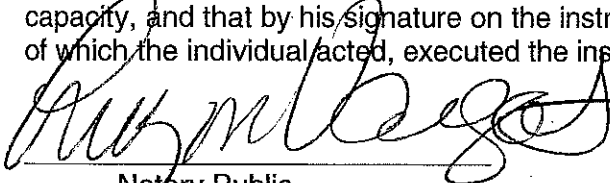
M+M HOUSING DEVELOPMENT FUND CORP.

By: 
Name: Carolyn Vitale
Title: Authorized Signatory

[END OF PAGE - ACKNOWLEDGMENTS FOLLOW IMMEDIATELY ON NEXT PAGE]

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

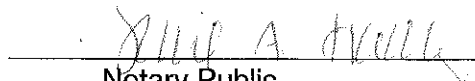
On the 9 day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **T. Andrew Brown**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LUZ M. VARGAS
Notary Public, State of New York
Monroe County, No. 01VA6274528
Commission Expires January 7, 2015

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 14 day of October, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared **Carolyn Vitale**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JULIE A. HADLEY
Notary Public, State of New York
No. 01HA4937646
Qualified in Erie County
Commission Expires July 11, 2018

Schedule A
Legal Description

SCHEDULE A

Parcel One (374 Conkey Avenue – Tax Map No. 091.77-2-32):

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, on the east side of Conkey Avenue and more particularly described as follows Beginning at a point in the east line of Conkey Avenue which point is two hundred twenty-four and eighty-seven hundredths (224.87) feet north of the intersection of said east line of Conkey Avenue with the north line of Avenue D; thence easterly and in a line parallel to the north line of property now owned by Conkey Properties, Inc. and seventy-five (75) feet north thereof a distance of one hundred thirty (130) feet more or less to the west line of property owned by the New York Central Railroad; thence southerly and along said west line of New York Central Railroad property a distance of seventy-five (75) feet more or less to the point of intersection of said New York Central Railroad west line and of said Conkey Properties, Inc. north line extended easterly; thence westerly along the north line of said property owned by Conkey Properties Inc. and said north line extended a distance of one hundred thirty (130) feet more or less to the east line of Conkey Avenue; thence northerly along said east line of Conkey Avenue a distance of seventy-five (75) feet to the place of beginning.

Together with an easement across the easterly portion of the land conveyed by deed recorded in the Monroe County Clerk's Office in Liber 3299 of Deeds at page 240 for the purpose of ingress and egress to the parcel herein conveyed to and from the tracks and property of the New York Central Railroad over and upon a side track or spur track.

Exhibit B: Declaration of Interest

DECLARATION OF INTEREST AGREEMENT

THIS AGREEMENT is made as of October 16, 2014, by and between M + M HOUSING DEVELOPMENT FUND CORP., a New York not-for-profit corporation, organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at 312 State Street, Rochester, New York 14608 (the "HDFC") and MILLS AND MICHELSEN LLC, a New York limited liability company, having its office at 312 State Street, Rochester, New York 14608 (the "Company").

WITNESSETH:

WHEREAS, the Company is a New York limited liability company, the managing member of which is Mills and Michelsen MM LLC, a New York limited liability company, having its office at 312 State Street, Rochester, New York 14608 (the "Managing Member"); and

WHEREAS, a fee interest in the premises located at 182 Avenue D, 374 Conkey Avenue and 3 Brown Street, City of Rochester, Monroe County, New York and further described in Schedule "A" annexed hereto and made a part hereof (the "Property") is vested in the HDFC for the development thereon of an affordable workforce residential rental project (the "Project") in accordance with Article XI; and

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

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

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

WHEREAS, the Company was formed to own, rehabilitate, construct and operate the Project in accordance with the terms and conditions of this Agreement and the terms and conditions of the Amended and Restated Operating Agreement of the Company dated as of October 1, 2014 (the "Operating Agreement"); and

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

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

1. The HDFC's acquisition and holding of legal or record fee title of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of Company. Although the HDFC presently holds legal or record title to the Property such title shall only be as nominee legal or record titleholder on behalf of Company. Moreover, notwithstanding anything to the contrary in its certificate of incorporation, bylaws or other governing documents, HDFC's sole purpose shall be to hold legal title to the Property solely for the benefit of the Company. As a result, the parties hereby acknowledge and agree that Company possesses all of the equitable and beneficial interest in the Property, and will possess all the equitable and beneficial interest in the Project, such that Company, and not the HDFC shall have an:

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

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

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

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

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of Company and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

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

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

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

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

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

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

2. The HDFC hereby agrees at the direction of Company to execute any and all documents necessary to grant to the financial institution or institutions making Loans to Company a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Company to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Company, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Company with respect to the Property and the Project. The HDFC shall provide the Company with evidence of such notification reasonably satisfactory to the Company. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the Property and the Project as nominee of the Company. In addition thereto, it shall be in the sole and absolute discretion of the Company to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments or information as shall be reasonably requested by the Company in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC is acting and shall act solely as a nominee on behalf of the Company, as principal, in all acts with respect to the Property and the Project. The Company shall be the beneficial and equitable owner of the Property and the Project for all purposes (including federal income tax purposes) and shall have all rights related thereto including, but not limited to, the right to receive all proceeds from the Property and the Project, including from rents and other moneys from mortgages, pledges, sales, or other dispositions of the Project. The Company shall have the unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-

income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, the New York State Low-Income Housing Tax Credits being received under Article 2-A of the New York Public Housing Law, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project.

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

5. The Company shall have all management authority and control over the Property and the Project, with respect to, but not by way of limitation, performance and enforcement of all leases, agreements with regard to the assignment, transfer, sale, conveyance, subletting, encumbrance or other disposition of the Property and the Project or otherwise, and any covenants concerning the Property and the Project. Notwithstanding that the HDFC has no power or authority to act in that regard on its own, the HDFC covenants and agrees to perform all acts reasonably requested by the Company in regard to or arising from the ownership, management and operation of the Property and the Project.

6. (a) The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of Company, in each instance, and at the Company's expense, (i) to execute and deliver to Company a deed (the "Deed") in proper recordable form transferring and conveying to Company all of the HDFC's right, title and interest in and to the Property and the Project, (ii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with and issued by RBC Tax Credit Equity LLC pursuant to the applicable provisions of the New York Real Property Tax Law or other applicable law in connection with the Project, and (iii) any other government agency which may confer benefits to the Project or Property, as applicable.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed, and any other documents or instruments required to convey the Property and the Project on behalf of the HDFC, and (ii) any certificate sale documents, as applicable, in the name, place and stead of the HDFC with the same force and effect as if such Deed and/or certificate sale documents was executed and recorded by the HDFC. The parties agree that the HDFC's failure to comply with the provisions of this Paragraph 5 shall cause irreparable harm to Company for which no adequate remedy at law will be available and, in addition to any other available remedies, Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 6.

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

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

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

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

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

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

(f) The HDFC shall, at Company's request and at Company's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project; and

(g) The HDFC shall not, without the written consent of the Company, the Company's Investor Member (as such term is defined in the Operating Agreement), and all financial institutions making loans to the Company and holding a mortgage on the Property, commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC of any substantial part of its property, or

make any general assignment for the benefit of creditors, or take any action in furtherance of any of the foregoing.

(h) The Company and the HDFC each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement.

(i) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the Company and/or the HDFC is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property or the Project and/or any part or parts thereof;

(j) The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Property and the Project or any part or parts thereof in any bankruptcy or other proceeding in which the Partnership may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulator or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the Property and the Project or any part or parts thereof;

(k) No actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which relate to or will impact or affect the Property or the Project or any part or parts thereof or any interest therein, except with the prior written consent of the Company and the Investor Member (as such term is defined in the Operating Agreement), in its sole but reasonable discretion. Further, any and all actions taken by the HDFC with respect to the Property and the Project or any part or parts thereof shall be taken solely in its capacity as nominee for the Company and not for its own ends or purposes;

(l) The HDFC shall hold any policy of insurance with respect to the Property and the Project and/or any part or parts thereof that may be issued to it, and all claims and payments to be received thereunder, solely for the benefit of the Company and will take such action under any such policy or policies as the Company may direct, but at the expense of the Company. In the event there is an action in eminent domain, any award in respect thereof, including, without limitation, any settlement proceeds, shall be received by the HDFC as agent for the Company, and all proceeds in respect thereof shall be paid to the Company directly by the governmental authority upon issuance of a letter of direction by the HDFC; and

(m) The HDFC may make no settlement in respect of casualty or taken in the nature of eminent domain without the express written

authorized of the Company and the Investor Member (as such term is defined in the Operating Agreement).

8. Miscellaneous Provisions.

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

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

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

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

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

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Copies of any such notices sent to the Company shall also be sent to RBC Tax Credit Equity, LLC at the following address: 600 Superior Avenue, Suite 2300, Cleveland, OH 44114, Attn: President and General Counsel. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered.

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

(h) Nothing in this Agreement shall confer any rights upon any person other than Company and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of Company and the HDFC hereunder.


(i) The closing of the transactions contemplated in this Agreement shall all be contingent upon the admission of RBC Tax Credit Equity, LLC, an Illinois limited liability company as the investor member of the Company pursuant to the Operating Agreement and the admission of RBC Tax Credit Manager II, Inc., a Delaware corporation as the special investor member of the Company pursuant to the Operating Agreement.

(j) This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in writing by an agreement signed by the parties and the Investor Member (as such term is defined in the Operating Agreement).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

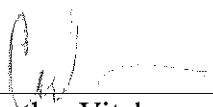
M+M HOUSING DEVELOPMENT FUND CORP.

By: 
Name: Carolyn Vitale
Title: Authorized Signatory

MILLS AND MICHELSEN LLC

By: Mills And Michelsen MM LLC
its Managing Member

By: Urban League of Rochester Economic
Development Corporation, its sole member

By: 
Name: Carolyn Vitale
Title: Vice President/Secretary

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

On the 14 day of OCTOBER, 2014, before me, the undersigned, a Notary Public in and or said State, personally appeared Carolyn Vitale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.


Notary Public

Commission Expires:

JULIE A. HADLEY
Notary Public, State of New York
No. 01HA4937646
Qualified in Erie County
Commission Expires July 11, 2018

SCHEDULE A

Parcel One (374 Conkey Avenue – Tax Map No. 091.77-2-32):

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, on the east side of Conkey Avenue and more particularly described as follows Beginning at a point in the east line of Conkey Avenue which point is two hundred twenty-four and eighty-seven hundredths (224.87) feet north of the intersection of said east line of Conkey Avenue with the north line of Avenue D; thence easterly and in a line parallel to the north line of property now owned by Conkey Properties, Inc. and seventy-five (75) feet north thereof a distance of one hundred thirty (130) feet more or less to the west line of property owned by the New York Central Railroad; thence southerly and along said west line of New York Central Railroad property a distance of seventy-five (75) feet more or less to the point of intersection of said New York Central Railroad west line and of said Conkey Properties, Inc. north line extended easterly; thence westerly along the north line of said property owned by Conkey Properties Inc. and said north line extended a distance of one hundred thirty (130) feet more or less to the east line of Conkey Avenue; thence northerly along said east line of Conkey Avenue a distance of seventy-five (75) feet to the place of beginning.

Together with an easement across the easterly portion of the land conveyed by deed recorded in the Monroe County Clerk's Office in Liber 3299 of Deeds at page 240 for the purpose of ingress and egress to the parcel herein conveyed to and from the tracks and property of the New York Central Railroad over and upon a side track or spur track.

Parcel Two (182 Avenue D – Tax Map No. 091.77-2-31):

All that tract or parcel of land, situate in the City of Rochester, County of Monroe and State of New York, bounded and described as follows: Commencing at the point of intersection of the northerly line of Avenue D and the easterly line of Conkey Avenue, and running thence

1. easterly a distance of 117.82 feet along said northerly line of Avenue D; thence
2. northerly on a line making an interior angle with course (1) of $89^{\circ} 28' 30''$ a distance of 149.87 feet; thence
3. westerly on a line making an interior angle with course (2) $90^{\circ} 21' 30''$ a distance of 118.49 feet to the easterly line of Conkey Avenue; thence
4. southerly on a line making an interior angle with course (3) of $89^{\circ} 23'$ a distance of 149.87 feet on said easterly line of Conkey Avenue, to the place of beginning, as shown on survey map made by Crawford & Dobbs, Surveyors, by Raymond B. Crawford, L.S. 9944.

Parcels One and Two are also described as follows:

ALL that tract or parcel of land being part of Lots 1, 2, 5, 6 and all of Lots 3 and 4 of the C.A. Davis subdivision situate in the City of Rochester, County of Monroe, State of New York bounded and described as follows:

Beginning at the intersection of the north line of Avenue D with the east line of Conkey Avenue; thence

- 1) Easterly and along the northerly line of Avenue D for a distance of 117.82 feet to a point; thence
- 2) Northerly turning an interior angle to the right of $89^{\circ} 28' 30''$ for a distance of 149.87 feet to a point; thence
- 3) Easterly turning an interior angle to the right of $270^{\circ} 31' 34''$ for a distance of 12.19 feet to a point; thence
- 4) Northerly turning an interior angle to the right of $89^{\circ} 33' 01''$ for a distance of 75.00 feet to a point; thence
- 5) Westerly turning an interior angle to the right of $90^{\circ} 26' 55''$ for a distance of 130.47 feet to the easterly line of Conkey Avenue; thence
- 6) Southerly turning an interior angle of $89^{\circ} 23' 00''$ and along the easterly line of Conkey Avenue for a distance of 224.87 feet to the point of beginning.

Containing therein 0.630 acres as shown on a map by Grover and Bates Associates, Map No. 14-W11 dated January 30, 2014 and revised September 8, 2014.

Parcel Three (3 Brown Street – Tax Map No. 106.69-1-41):

ALL THAT TRACT OR PARCEL OF LAND in the City of Rochester, situate in the 2nd Ward of said City, distinguished as all the following described premises, that is to any, bonded north by the south line of Court Street (now Brown Street) continued to the Mill Race or Mill Canal; south by the north line of Lot 33 and the same continued to the east line of Mill Street; east by the said east line of Mill Street and the west bank of said Mill Race or Mill Canal; west by the east line of Lots 66, 67, 68 and 69 and the same lines continued northerly and southerly until they strike the aforesaid north and south line of the premises.

Parcel Three is also described as follows:

All that tract or parcel of land containing 0.317 acres, more or less, situate in the City of Rochester, County of Monroe and State of New York, and being more particularly bounded and described as follows:

Beginning at the point of intersection of the southeasterly right-of-way line of Brown Street (60' wide R.O.W.), with the southwesterly right-of-way line of Mill Street (60' wide R.O.W.); thence

1. S 58°48'06" E, along the said southwesterly right-of-way line of Mill Street, a distance of 253.95 feet to a point; thence
2. S 44°38'54" W, along the northwesterly right-of-way line of Factory Street (50' wide R.O.W.), a distance of 85.03 feet to a point; thence
3. N 45°30'32" W, along the northeasterly right-of-way line of Toronto Street (15' wide R.O.W.), a distance of 247.02 feet to a point; thence
4. N 44°41'29" E, along the aforementioned southeasterly right-of-way line of Brown Street, a distance of 26.64 feet to the point of beginning.

For Conveyancing Only

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises. Our Policy of Title Insurance includes such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein.

Exhibit C: Organizational Chart

ULREDC - The Mills Phase III
Legal Structure

October 14, 2014

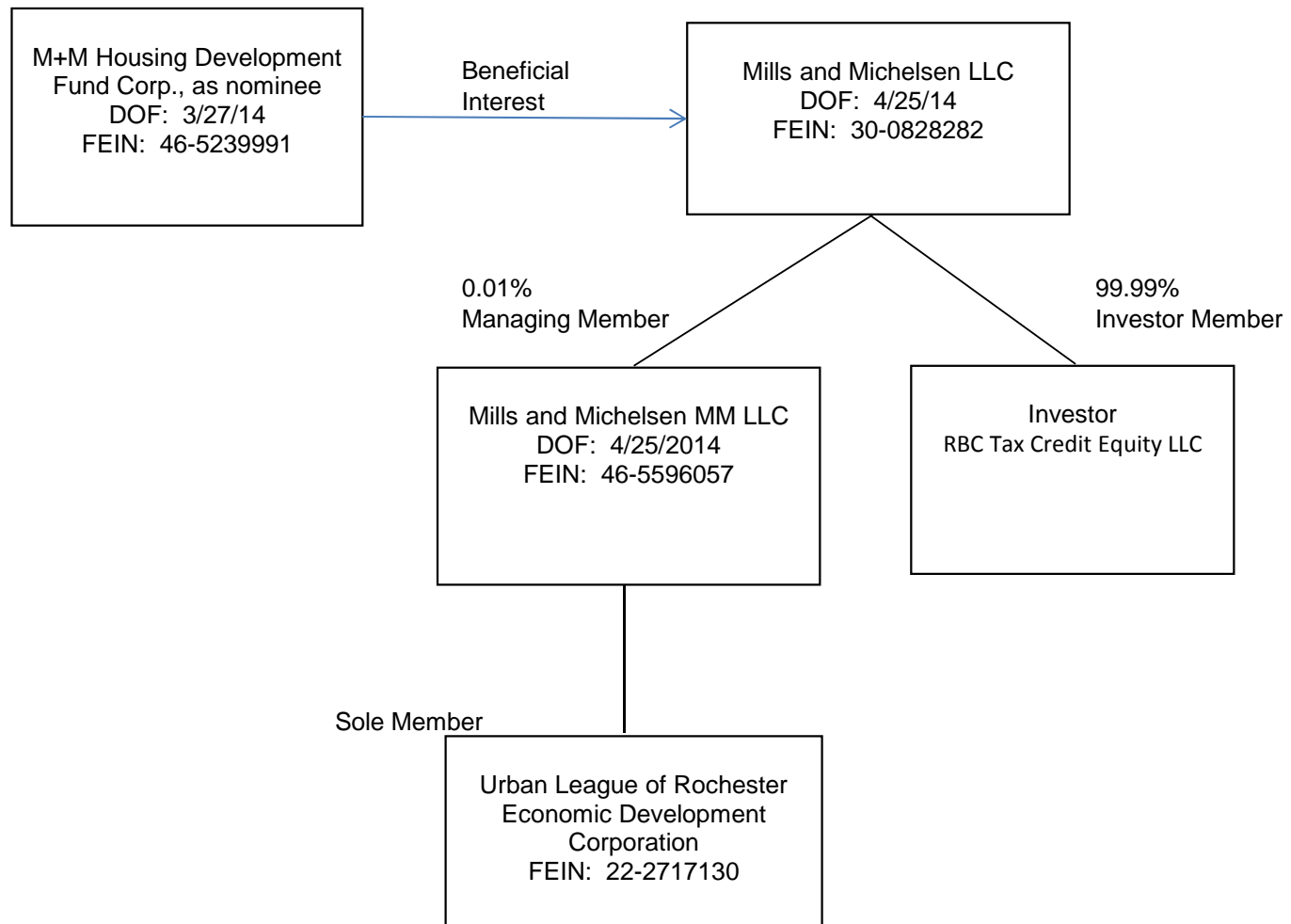


Exhibit D: Authority to Bind Documentation

CERTIFICATE

OF

M+M HOUSING DEVELOPMENT FUND CORP.

The undersigned, being an officer of M+M Housing Development Fund Corp. (the "Corporation"), hereby certifies as follows:

1. The Corporation has been duly formed under the laws of the State of New York, is validly existing and is in good standing as a not-for-profit corporation under the laws of the State of New York with full power and authority to own its property and conduct its business and is lawfully qualified to do business in each jurisdiction where the ownership of its property requires such qualification.

2. Attached hereto as Exhibit "A" is a true, correct, complete and accurate copy of the Certificate of Incorporation of the Corporation dated March 10, 2014 and filed with the New York State Department of State, Corporations Unit on March 27, 2014, and the same is in full force and effect on and as of the date of this certificate and has not been further amended.

3. Attached hereto as Exhibit "B" is a true, correct and complete copy of the By-laws of the Corporation (the "By-laws") and the same are in full force and effect on and as of the date of this certificate without modification.

4. Attached hereto as Exhibit "C" is a true, complete and accurate copy of the Certificate of Good Standing of the Corporation, as issued by the New York State Department of State, Corporations Unit on September 15, 2014.

5. Attached hereto as Exhibit "D" are true, correct, complete and accurate copies of the unanimous written consent of the sole member and directors of the Corporation. The same are in full force and effect on and as of the date of this certificate without modification.

6. The following individuals are the duly elected officers of the Corporation as of the date hereof:

Title

Name

President

William Clark

Vice President/Secretary

Carolyn Vitale

Treasurer

Jonathan Glaza

7. The officers indicated below have been duly elected and are at present qualified and acting in the office indicated opposite his name, the specimen signature set forth below is the genuine signature of such officer, and he has been duly authorized by the resolutions attached hereto to execute and deliver the documents described there and any and all other documents executed or delivered in connection therewith.

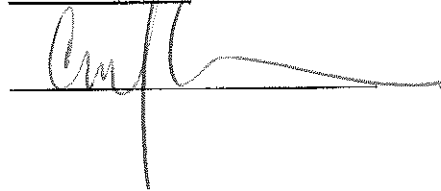
NAME

TITLE


SIGNATURE

Carolyn Vitale

Vice President/Secretary

A handwritten signature in cursive script, appearing to read 'Carolyn Vitale', written over a horizontal line.

IN WITNESS WHEREOF, I have hereunto subscribed my signature as of the 16th day of
October, 2014.



William G. Clark, President

EXHIBIT "A"

CERTIFICATE OF INCORPORATION

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

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ENTITY NAME: M+M HOUSING DEVELOPMENT FUND CORP.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: D COUNTY: MONR

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FILED:03/27/2014 DURATION:03/27/2017 CASH#:140327000555 FILM #:140327000534

FILER:

EXIST DATE

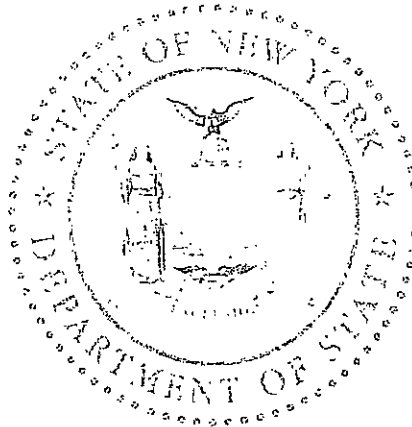
CANNON HEYMAN & WEISS, LLP
54 STATE STREET
5TH FLOOR
ALBANY, NY 12207

03/27/2014

ADDRESS FOR PROCESS:

THE CORPORATION
312 STATE STREET
ROCHESTER, NY 14608

REGISTERED AGENT:



=====

SERVICE COMPANY: CANNON HEYMAN & WEISS, LLP

SERVICE CODE: HN

FEEs 120.00

FILING 75.00
TAX 0.00
CERT 0.00
COPIES 20.00
HANDLING 25.00

PAYMENTS 120.00

CASH 0.00
CHECK 120.00
CHARGE 0.00
DRAWDOWN 0.00
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 March 28, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

CERTIFICATE OF INCORPORATION
OF
M+M HOUSING DEVELOPMENT FUND CORP.

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

We, the undersigned, for the purpose of forming a corporation pursuant to Article XI of the Private Housing Finance Law and the Not-For-Profit Corporation Law of the State of New York, hereby certify as follows:

I

The name of the corporation is M+M Housing Development Fund Corp., and is hereinafter referred to in this Certificate as the "Corporation".

II

The Corporation has been organized exclusively for the charitable purpose of providing housing accommodations for persons and families of low income, as defined in Section 2 of the Private Housing Finance Law, which housing accommodations shall be situated along or near 182 Avenue D and 281-295 Mill Street, City of Rochester, County of Monroe, State of New York.

The Corporation, in furtherance of its purposes, shall have all of the powers enumerated in Section 202 of the Not-For-Profit Corporation Law and is empowered to do and perform all acts necessary to accomplish the foregoing purposes, including but not limited to, the execution of a regulatory agreement with a funding agency or any agency or instrumentality thereof, and such other instruments and undertakings as may be necessary to enable the Corporation to secure the benefits of financing.

This Certificate of Incorporation may not be altered or amended without the consent of the State Commissioner of Housing and Community Renewal and funding agency, if any.

The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-For-Profit Corporation Law. The Corporation is a Type D corporation under Section 201 of the Not-For-Profit Corporation Law.

Notwithstanding any other provisions of this Certificate, the Corporation is organized exclusively for religious, charitable, scientific, literary or educational purposes, or for the prevention of cruelty to animals or children, as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code or corresponding provisions of any subsequent Federal tax law.

The Corporation is not organized for pecuniary profit or financial gain. All income and earnings of the Corporation shall be used exclusively for its corporate purposes. No part of the net income, net earnings or assets of the Corporation shall inure to the benefit or profit of any private shareholder, firm, corporation, association or individual (except that reasonable compensation may be paid for services rendered to or for the Corporation), and no private shareholder, firm, corporation, association or individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code). No part of the activities of the Corporation shall be the participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of or against any candidate for public office.

In any taxable year in which the Corporation is a private foundation as described in Section 509(a) of the Code, the Corporation shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Code, and the Corporation shall not (a) engage in any act of self-dealing as defined in Section 4941(d) of the Code; (b) retain any excess business holdings as defined in Section 4943(c) of the Code; (c) make any investments in such a manner as to subject the Corporation to tax under Section 4944 of the Code; or (d) make any taxable expenditures as defined in Section 4945(d) of the Code.

III

In the event of the dissolution of the Corporation or the winding up of its affairs, the Corporation's property, after the payment of the necessary expenses thereof, shall not be conveyed or distributed to any individual or organization created or operated for profit, but shall be conveyed or distributed only to an organization or organizations created and operated for non-profit purposes and engaged in activities substantially similar to those of the Corporation, and which shall qualify as an organization exempt from Federal income taxes under Section 501(c)(3) of the Code; provided, however, that the Corporation shall at all times have the power to convey all of its property to the Federal Housing Commissioner or his nominee.

IV

If the Corporation receives a temporary loan or advance from the Housing Development Fund or any municipal housing development fund, as established by, or pursuant to, Article Eleven of the Private Housing Finance Law, it shall be authorized to enter into an agreement with the

Commissioner of Housing and Community Renewal of the State of New York or the supervising agency, as the case may be, providing for regulation with respect to rents, profits, dividends and disposition of property or franchises.

V

If the Corporation receives a temporary loan or advance from the Housing Development Fund or a municipal loan fund, as established by, or pursuant to Article Eleven of the Private Housing Finance Law, the Commissioner of Housing and Community Renewal of the State of New York or the supervising agency, as the case may be, shall have the power, if, in his or its discretion, he or it determines either that 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 provisions of this Certificate or any other provision of law.

VI

If the Corporation receives a payment, grant or loan from the Housing Trust Fund Corporation, the Housing Trust Fund Corporation shall have the power if, in its discretion, it determines either that any such payment, grant or loan is in jeopardy of not being repaid, or that the proposed housing project is in jeopardy of not being constructed or of not being operated in compliance with the payment, grant or loan, 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 of Incorporation. The project shall be the sole asset and business purpose of the Company.

VII

Nothing contained in the Certificate of Incorporation shall authorize the Corporation to undertake or carry out any of the activities specified in Section 404 of the Not-For-Profit Corporation Law.

VIII

The office of the Corporation is located in the County of Monroe and the State of New York.

IX

By-Laws of the Corporation may be adopted by the directors of the Corporation at any regular meeting or at any special meeting called for that purpose, so long as such by-laws are not inconsistent with the provisions of this Certificate of Incorporation or Article XI of the Private Housing Finance Law.

X

The number of directors of the Corporation shall be not less than three (3) nor more than eleven (11). The exact number of directors and their respective voting powers shall be set forth in the bylaws.

XI

The names and addresses of the directors of the Corporation until the first annual meeting are:

<u>Name</u>	<u>Address</u>
William Clark	324 Roslyn Street Rochester NY 14619
Patrick Malgieri	298 Canterbury Road Rochester NY 14607
Carolyn Vitale	118 Gregory Hill Road Rochester NY 14620
Jonathan Glaza	19 Quailbush Drive Fairport NY 14450

XII

The subscribers to this Certificate of Incorporation are of full age and citizens of the United States. At least one of the persons named as a director of the Corporation is a citizen of the United States and a resident of the State of New York.

XIII

The Corporation hereby designates the Secretary of State as its agent upon whom process may be served. The post office address of the Corporation to which the Secretary of State shall mail a copy of any process served upon him is: M+M Housing Development Fund Corp., 312 State Street, Rochester, New York 14608.

XIV

The duration of the Corporation shall be for a period of three (3) years from the date of filing of this Certificate of Incorporation with the offices of the Secretary of State.

XV

The sole member of the Corporation is Urban League of Rochester Economic Development Corporation, and the directors of the Corporation shall, at all times, be limited to individuals who are either members of the Board of Directors of Urban League of Rochester Economic Development Corporation, or who have otherwise been appointed or elected directors of the Corporation by Urban League of Rochester Economic Development Corporation. In the event that Urban League of Rochester Economic Development Corporation ceases to be the sole member of the Corporation or dissolves or ceases to have written recognition of exemption pursuant to 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, 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.

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IN WITNESS WHEREOF, the undersigned have subscribed this Certificate and affirmed it as true under penalties of perjury this 10th day of April, 2014.

[THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS]



Name: William Clark
Address: 324 Roslyn Street
Rochester, NY 14619



Name: Patrick Malgieri
Address: 298 Canterbury Road
Rochester, NY 14607



Name: Carolyn Vitale
Address: 118 Gregory Hill Road
Rochester, NY 14620



Name: Jonathan Galza
Address: 19 Quailbush Drive
Fairport, NY 14450

Andrew M. Cuomo
Governor



Darryl C. Towns
Commissioner

New York State Division of Housing and Community Renewal
Hampton Plaza
38-40 State Street
Albany, NY 12207

**CONSENT TO INCORPORATE BY THE COMMISSIONER
OF HOUSING AND COMMUNITY RENEWAL**

I, Sean Fitzgerald, Assistant Commissioner of Housing and Community Renewal of the State of New York, do this 19th day of March, 2014 pursuant to Article Eleven of the Private Housing Finance Law of the State of New York, hereby certify that I consent to the filing of the foregoing Certificate of Incorporation of M+M Housing Development Fund Corp. with the Secretary of State of the State of New York.



ASSISTANT COMMISSIONER

534

CERTIFICATE OF INCORPORATION
OF
M+M HOUSING DEVELOPMENT FUND CORP.

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

FILED

2014 MAR 27 PH 1:17

RECEIVED

2014 MAR 26 PH 4:05

HN - CANNON HEYMAN & WEISS, LLP

CANNON HEYMAN & WEISS, LLP
54 STATE STREET
5TH FLOOR
ALBANY, NEW YORK 12207

Steven J. Weiss, Esq.

2cc
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 27 2014

TAXS _____
BY: Lyn

Mon

535

EXHIBIT "B"

BY-LAWS

**M+M
HOUSING DEVELOPMENT FUND CORP.**

BY-LAWS

(NOT-FOR-PROFIT CORPORATION)

ARTICLE I

OFFICES

Section 1. The principal office of M+M Housing Development Fund Corp. (the "Corporation") shall be located at 312 State Street, Rochester, New York 14608.

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 Urban League of Rochester Economic Development Corporation (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 months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve 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 when counter-signed by the President; 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.

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 Urban League of Rochester Economic Development Corporation, 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 Urban League of Rochester Economic Development Corporation, as sole Member of the Corporation.

EXHIBIT "C"

GOOD STANDING CERTIFICATE

State of New York
Department of State } **ss:**

I hereby certify, that the Certificate of Incorporation of M+M HOUSING DEVELOPMENT FUND CORP. was filed on 03/27/2014, as a Not-for-Profit Corporation and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

I further certify that no other documents have been filed by such corporation.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 15th day of September
two thousand and fourteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

EXHIBIT "D"

CONSENT & RESOLUTIONS

UNANIMOUS WRITTEN CONSENT
OF THE
SOLE MEMBER AND
DIRECTORS
OF
M+M HOUSING DEVELOPMENT FUND CORP.

The undersigned, being the sole member (the "Member") and directors (the "Directors") of M+M Housing Development Fund Corp., a New York not-for-profit corporation (the "HDFC"), hereby consent to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for such purpose:

RESOLVED, that the HDFC is hereby authorized and empowered to acquire a fee simple interest in certain real property located at 182 Avenue D, 3 Brown Street, and 374 Conkey Avenue, City of Rochester, Monroe City, New York (the "Property") for the development on the Property as affordable workforce rental housing (the "Project") by Urban League of Rochester Economic Development Corporation (the "Developer"), and to execute any and all documents relating to such acquisition (the "Acquisition Documents"), which Acquisition Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that any officer, including but not limited to Carolyn Vitale, of the HDFC (each, an "Authorized Person") is authorized to act on behalf of the HDFC to execute and deliver such Acquisition Documents and other such documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the HDFC is hereby authorized and empowered to convey to Mills and Michelsen LLC (the "Beneficial Owner") substantially all beneficial and equitable interest in the Property, for development on behalf of the Beneficial Owner by the Developer, of the Project; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver a certain declaration of interest agreement (the "Nominee Agreement") with the Beneficial Owner in connection with the conveyance of substantially all beneficial and equitable interest in the Property to the Beneficial Owner, which Nominee Agreement may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such Nominee Agreement and other such documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver to JP Morgan Chase Bank, N.A. ("Chase") any and all documents (the "LOC Documents") to be entered into in order to induce Chase to issue a

certain letter of credit in connection with the HFA Bond Loan (as hereinafter defined), which LOC Documents may contain such terms, provisions, conditions, stipulations, and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such LOC Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions, and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver to the New York State Housing Finance Agency ("HFA") any and all documents (collectively, the "HFA Loan Documents") to be entered into with respect to a loan to be made by HFA to the Beneficial Owner from the proceeds of tax exempt bonds (the "HFA Bond Loan") which HFA Bond Loan shall be secured by, among other things, a certain mortgage on the interests of the Beneficial Owner and HDFC, which HFA Loan Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such HFA Loan Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver to HFA any and all documents (collectively, the "HFA Subsidy Loan Documents") to be entered into with respect to a subsidy loan to be made by HFA to the Beneficial Owner (the "HFA Subsidy Loan") which HFA Subsidy Loan shall be secured by, among other things, a certain mortgage on the interests of the Beneficial Owner and HDFC, which HFA Subsidy Loan Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such HFA Subsidy Loan Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, the Managing Member and the Company, as applicable, is hereby authorized and empowered to execute and deliver to the City of Rochester (the "City") any and all documents (collectively, the "City Loan 1 Documents") to be entered into with respect to a construction and permanent loan to be made by the City to the Beneficial Owner (the "City Loan 1") which City Loan 1 shall be secured by, among other things, a mortgage on the interests of the Beneficial Owner and the HDFC, which City Loan 1 Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such City Loan 1 Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver to the City any and all documents (collectively, the "City Loan 2 Documents") to be entered into with respect to a loan to be made by the City to the Company (the "City Loan 2") which City Loan 2 shall be secured by, among other things, a mortgage on the interests of the Beneficial Owner and the HDFC, which City Loan 2 Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act

on behalf of the HDFC to execute and deliver such City Loan 2 Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver any and all documents (collectively, the "Grant Documents") to be entered into with respect to an Urban Initiatives program grant to the Developer and/or the Beneficial Owner (the "Grant"), which Grant Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such Grant Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, is hereby authorized and empowered to execute and deliver any and all documents, including, but not limited to, a Payment In Lieu of Taxes Agreement, in connection with a real property tax abatement (collectively, the "Tax Abatement Documents") among the City and/or the County of Monroe, as applicable and the Beneficial Owner, which Tax Abatement Documents may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such Tax Abatement Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the HDFC, as nominee for the Beneficial Owner, is authorized to execute and deliver any and all documents in connection with the construction of the Project on the Property (collectively, the "GC Agreement"), which GC Agreement may contain such terms, provisions, conditions, stipulations and agreements as the HDFC may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the HDFC to execute and deliver such GC Agreement and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that in addition to and without limiting the generality of the foregoing resolutions with respect to the foregoing transactions, the Authorized Person be, and is, authorized and directed to take such further action in connection with said transactions and to execute and deliver such instruments as the Authorized Person with advice of counsel may deem appropriate to carry out the foregoing resolutions; and the taking of such action or execution of such instruments shall be deemed conclusive evidence of the determination of such executing member that such action or execution was appropriate and in the best interest of the HDFC and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of the HDFC prior to the adoption of these resolutions with respect to the acquisition of the Property and the financing of the Project and all matters related thereto, are hereby ratified, confirmed and approved; and it is

FURTHER RESOLVED, that this consent may be executed in any number of counterparts, each of which counterpart shall constitute an original instrument, and all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the
29 day of July, 2014

URBAN LEAGUE OF ROCHESTER ECONOMIC
DEVELOPMENT CORPORATION, sole member

By: Carol I.
Name: Carolyn Vitale
Title: Vice Pres / Sec.

William R. Clark
William Clark, Director

Patrick Malgiani
Patrick Malgiani, Director

Carol I.
Carolyn Vitale, Director

Jonathan Glaza
Jonathan Glaza, Director

CERTIFICATE
OF
MILLS AND MICHELSEN LLC

The undersigned, being the Secretary of Urban League of Rochester Economic Development Corporation ("ULREDC"), the managing member of Mills and Michelsen MM LLC, the managing member (the "Managing Member") of Mills and Michelsen LLC (the "Company"), hereby certifies as follows:

1. The Managing Member is the managing member of the Company.
2. The Company has been duly formed under the laws of the State of New York, is validly existing and is in good standing as a limited liability company under the laws of the State of New York with full power and authority to own its property and conduct its business and is lawfully qualified to do business in each jurisdiction where the ownership of its property requires such qualification.
3. Attached hereto as Exhibit "A" is a true, correct, complete and accurate copy of the Articles of Organization of the Company dated April 25, 2014 and filed with the New York State Department of State, Corporations Unit on April 25, 2014, and the same is in full force and effect on and as of the date of this certificate.
4. Attached hereto as Exhibit "B" is a true, complete and accurate copy of the Certificate of Publication of the Company dated June 12, 2014 and filed with the New York State Department of State, Corporations Unit on June 18, 2014.
5. Attached hereto as Exhibit "C" is a true, correct, complete and accurate copy of the Amended and Restated Operating Agreement of the Company dated as of October 1, 2014, (the "Operating Agreement"), and the same is in full force and effect on and as of the date of this certificate.
6. Attached hereto as Exhibit "D" is a true, complete and accurate copy of the Certificate of Good Standing of the Company, as issued by the New York State Department of State, Corporations Unit on September 15, 2014.
7. Attached hereto as Exhibit "E" is a true, correct, complete and accurate copy of the consent and resolutions of the Company, which are in full force and effect on the date hereof and have not been modified or revoked.
8. As of the date hereof, the only managing member of the Company is the Managing Member.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 14
day of October, 2014.

MILLS AND MICHELSEN MM LLC

By: Urban League Of Rochester Economic
Development Corporation, Its Sole Member

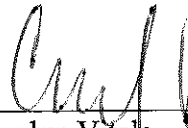
By: 
Name: Carolyn Vitale
Title: Vice President/Secretary

EXHIBIT "A"

ARTICLES OF ORGANIZATION

FILING RECEIPT

ENTITY NAME: MILLS AND MICHELSEN LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: MONR

FILED: 04/25/2014 DURATION: ***** CASH#: 140425000842 FILM #: 140425000796
DOS ID: 4567837

FILER:

CANNON HEYMAN & WEISS, LLP
STEVEN J. WEISS, ESQ.
54 STATE STREET, 5TH FLOOR
ALBANY, NY 12207

EXIST DATE

04/25/2014

ADDRESS FOR PROCESS:

MILLS AND MICHELSEN LLC C/O URBAN LEAGUE OF ROCHESTER
ECONOMIC DEV. CORPORATION 312 STATE STREET
ROCHESTER, NY 14608

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: CANNON HEYMAN & WEISS, LLP

SERVICE CODE: HN *

FEES	235.00
FILING	200.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	25.00

PAYMENTS	235.00
CASH	0.00
CHECK	235.00
CHARGE	0.00
DRAWDOWN	0.00
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 April 28, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

ARTICLES OF ORGANIZATION

OF

MILLS AND MICHELSEN LLC

Under Section 203 of the Limited Liability
Company Law of the State of New York

The undersigned, being a natural person of at least eighteen (18) years of age and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York (the "LLCL"), certifies that:

FIRST: The name of the limited liability company is Mills and Michelsen LLC (the "Company").

SECOND: The county within this State of New York in which the office of the Company is to be located is Monroe.

THIRD: The Company does not have a specific date of dissolution in addition to the events of dissolution established by law.

FOURTH: The Secretary of State is designated as agent of the Company upon whom process against the Company may be served. The post office address within or without this State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is: Mills and Michelsen LLC, c/o Urban League of Rochester Economic Development Corporation, 312 State Street, Rochester, New York 14608.

FIFTH: Pursuant to Section 206(a)(8)(b) of the Limited Liability Company Law, no member of the Company, solely by reason of being a member, is an agent of the Company for the purpose of its business, and no member shall have the authority to act for the Company solely by virtue of being a member.

SIXTH: The purpose of the business of the Company is any purpose for which a limited liability company may be organized under applicable law.

IN WITNESS WHEREOF, I have subscribed this certificate and do affirm the foregoing as true under penalties of perjury, this 25th day of April, 2014.



ALAN M. TEZIARSKI, Organizer

796

ARTICLES OF ORGANIZATION

OF

MILLS AND MICHELSEN LLC

**Under Section 203 of the
Limited Liability Company Law
of the State of New York**

FILED

2014 APR 25 PM 4:17

HN - CANNON HEYMAN & WEISS, LLP

**CANNON HEYMAN & WEISS, LLP
54 STATE STREET
5TH FLOOR
ALBANY, NEW YORK 12207**

Steven J. Weiss, Esq.

ICC

**STATE OF NEW YORK
DEPARTMENT OF STATE**

FILED APR 25 2014

TAX \$ _____

BY: [Signature]

NYS RECEIVED

2014 APR 25 PM 2:52

8.42

EXHIBIT "B"

EVIDENCE OF PUBLICATION

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: MILLS AND MICHELSEN LLC

DOCUMENT TYPE: CERTIFICATE OF PUBLICATION (DOM LLC)

COUNTY: MONR

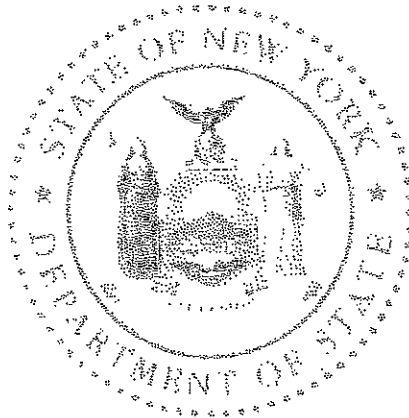
FILED:06/18/2014 DURATION:***** CASH#:140618000714 FILM #:140618000697

FILER:

CANNON HEYMAN & WEISS, LLP
ATTN: STEVEN J. WEISS, ESQ.
54 STATE STREET, 5TH FLOOR
ALBANY, NY 12207

ADDRESS FOR PROCESS:

REGISTERED AGENT:



SERVICE COMPANY: CANNON HEYMAN & WEISS, LLP

SERVICE CODE: HN

FEE	60.00
FILING	50.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	0.00

PAYMENTS	60.00
CASH	0.00
CHECK	60.00
CHARGE	0.00
DRAWDOWN	0.00
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 June 19, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

140618000697

HN - CANNON HEYMAN & WEISS, LLP

CERTIFICATE OF PUBLICATION

OF

MILLS AND MICHELSEN LLC

Under Section 206 of the
Limited Liability Company Law
of the State of New York

The undersigned is the Authorized Person of Mills and Michelsen LLC.

The published notices described in the annexed affidavits of publication contain all of the information required by Section 206 of the Limited Liability Company Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Limited Liability Company Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

Dated: June 12, 2014.


Name: Alan M. Jezierski

140618000697

ROCHESTER BUSINESS JOURNAL

45 East Avenue, Suite 500, Rochester, New York 14604

Affidavit of Publication

Under Section 206 of the
Limited Liability Company
Law of the State of New York

State of New York }
County of Monroe } ss.:

The undersigned is the publisher of the Rochester Business Journal, a weekly newspaper published in Rochester, New York. A Notice of Formation of Mills and Michelsen LLC was published in said newspaper once in each week for six successive weeks, commencing on May 2, 2014 and ending on June 6, 2014. The text of the notice as published in said newspaper is as set forth in the annexed exhibit. This newspaper has been designated by the Clerk of the County of Monroe for this purpose.


Susan R. Holliday, Publisher

Subscribed and sworn to before me,

This 6th day of June, 2014



TERESA D. WILLIAMS-Cantwell
NOTARY PUBLIC, State of New York
No. 01W6238414
Qualified in Jefferson County
Commission Expires April 4, 2015

LEGAL NOTICE

Notice of formation of Limited Liability Company ("LLC"). Name: Mills and Michelsen LLC. Articles of Organization filed with the Secretary of State of the State of New York ("SSNY") on April 25, 2014. N.Y. office location: Monroe County. The SSNY has been designated as agent of the LLC upon whom process against it may be served. The SSNY shall mail a copy of any process to Mills and Michelsen LLC, c/o Urban League of Rochester Economic Development Corporation, 312 State Street, Rochester, New York 14608. Purpose/character of LLC is to engage in any lawful act or activity.

6/6/14

THE DAILY RECORD

AFFIDAVIT OF PUBLICATION

Under Section #206 of the Limited Liability Company Law

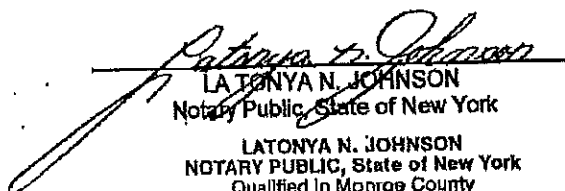
STATE OF NEW YORK

County of Monroe

The undersigned is the authorized designee of Mary Melon/Publisher of The Daily Record, a daily newspaper published in Rochester, New York. A notice regarding MILLS AND MICHELSEN LLC was published in said paper once in each week for six successive weeks, commencing on 5/2/2014 and ending on 6/6/2014. The text of the notice as published in said paper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Monroe County for this purpose.

Sworn to before me on this 6th day of June, 2014


 Kristy O'Malley
 Authorized Designee


 LATONYA N. JOHNSON
 Notary Public, State of New York

LATONYA N. JOHNSON
 NOTARY PUBLIC, State of New York
 Qualified in Monroe County
 Reg. No. 01JO6200536
 Commission Expires February 9, 2017

LEGAL NOTICE

Notice of formation of Limited Liability Company ("LLC"). Name: Mills and Michelsen LLC. Articles of Organization filed with the Secretary of State of the State of New York ("SSNY") on April 25, 2014. N.Y. office location: Monroe County. The SSNY has been designated as agent of the LLC upon whom process against it may be served. The SSNY shall mail a copy of any process to Mills and Michelsen LLC, c/o Urban League of Rochester Economic Development Corporation, 312 State Street, Rochester, New York 14608. Purpose/character of LLC is to engage in any lawful act or activity.
 105432815-2-9-16-23-30;6-6-6

697

CERTIFICATE OF PUBLICATION

OF

MILLS AND MICHELSEN LLC

**Under Section 206 of the
Limited Liability Company Law
of the State of New York**

100
**STATE OF NEW YORK
DEPARTMENT OF STATE**

FILED JUN 18 2014

TAX \$

BY: *LPH*

HN – CANNON HEYMAN & WEISS, LLP

**CANNON HEYMAN & WEISS, LLP
54 STATE STREET
5TH FLOOR
ALBANY, NEW YORK 12207**

Steven J. Weiss, Esq.

714

EXHIBIT "C"

AMENDED AND RESTATED OPERATING AGREEMENT

EXHIBIT "D"

CERTIFICATE OF GOOD STANDING

State of New York
Department of State } **ss:**

I hereby certify, that MILLS AND MICHELSEN LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/25/2014, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Publication of MILLS AND MICHELSEN LLC was filed on 06/18/2014.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 15th day of September
two thousand and fourteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

EXHIBIT "E"

CONSENT AND RESOLUTIONS

WRITTEN CONSENT
OF THE
MANAGING MEMBER
OF
MILLS AND MICHELSEN LLC

The undersigned, being the managing member (the "Managing Member") of Mills and Michelsen LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company"), hereby consents to the adoption of the following resolutions, such action to have the same force and effect as if taken at a meeting duly called and held for such purpose:

RESOLVED, that the Company is hereby authorized and empowered to acquire a beneficial interest in certain real property located at 182 Avenue D, 3 Brown Street, and 374 Conkey Avenue, City of Rochester, Monroe County, New York (the "Property") for the development on the Property of an affordable workforce rental housing complex (the "Project") by Urban League of Rochester Economic Development Corporation (the "Developer"), and to execute any and all documents relating to such acquisition (the "Acquisition Documents"), which Acquisition Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that Carolyn Vitale, as Vice President/Secretary of the Urban League of Rochester Economic Development Corporation, the sole member of the Managing Member (the "Authorized Person") is authorized to act on behalf of the Managing Member and Company, as applicable, to execute and deliver such Acquisition Documents and other such documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company, or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver any and all documents required in connection with the development of the Project (collectively, the "Development Documents"), which Development Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company to execute and deliver such Development Documents and other such documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver a certain declaration of interest agreement (the "Nominee Agreement") with M+M Housing Development Fund Corp. (the "HDFC") in connection with the conveyance of substantially all beneficial and equitable interest in the Property to the Company, which Nominee Agreement may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the

Managing Member and the Company, as applicable, to execute and deliver such Nominee Agreement and other such documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to JPMorgan Chase Bank, N.A. ("Chase") any and all documents, including, but not limited to an Irrevocable Direct Pay Letter of Credit, Letter of Credit Reimbursement Agreement, Servicing and Release Agreement, Collateral Assignment and Pledge of Manager Interest and Security Agreement, Hazardous Materials Indemnification Agreement, Assignment of Permits and Contracts, Collateral Assignment and Developer Fees, Subordination Agreements and such other assignments, indemnities, guarantees, and any and all other documents (the "LOC Documents") to be entered into in order to induce Chase to issue a certain letter of credit in connection with the HFA Bond Loan (as hereinafter defined), which LOC Documents may contain such terms, provisions, conditions, stipulations, and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company, as applicable, to execute and deliver such LOC Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions, and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to borrow money, grant liens, create security interests and perform under the LOC Documents; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to the New York State Housing Finance Agency ("HFA") any and all documents (collectively, the "HFA Loan Documents") to be entered into with respect to a loan in the amount of Nine Million Five Hundred Thousand and 00/100 Dollars (\$9,500,000.00) during construction, to be reduced to \$650,000.00 in its permanent phase to be made by HFA to the Company from the proceeds of tax exempt bonds (the "HFA Bond Loan") which HFA Bond Loan shall be secured by, among other things, a certain mortgage on the interests of the Company and HDFC, which HFA Loan Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company, as applicable to execute and deliver such HFA Loan Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to borrow money, grant liens, create security interests and perform under the HFA Loan Documents; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to HFA any and all documents (collectively, the "HFA Subsidy Loan Documents") to be entered into with respect to a subsidy loan in the amount of Four Million Four Hundred Forty-Five Thousand Dollars (\$4,445,000) to be made by HFA to the Company (the "HFA Subsidy Loan") which HFA Subsidy Loan shall be secured by, among other things, a certain mortgage on the interests of the Company and HDFC, which HFA Subsidy Loan Documents may contain such terms,

provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company, as applicable to execute and deliver such HFA Subsidy Loan Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to borrow money, grant liens, create security interests and perform under the HFA Subsidy Loan Documents; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to the City of Rochester (the "City") any and all documents (collectively, the "City Loan 1 Documents") to be entered into with respect to a construction and permanent loan in the amount of One Million and 00/100 Dollars (\$1,000,000.00) to be made by the City to the Company (the "City Loan 1") which City Loan 1 shall be secured by, among other things, a mortgage on the interests of the Company and the HDFC, which City Loan 1 Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company, as applicable, to execute and deliver such City Loan 1 Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to borrow money, grant liens, create security interests and perform under the City Loan 1 Documents; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver to the City any and all documents (collectively, the "City Loan 2 Documents") to be entered into with respect to a loan in the amount of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) to be made by the City to the Company (the "City Loan 2") which City Loan 2 shall be secured by, among other things, a mortgage on the interests of the Company and the HDFC, which City Loan 2 Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company, as applicable, to execute and deliver such City Loan 2 Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to borrow money, grant liens, create security interests and perform under the City Loan 2 Documents; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver any and all documents (collectively, the "UI Documents") to be entered into with respect to an Urban Initiatives program grant in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to the Developer (the "Grant"), the proceeds of which Grant are to be loaned to the Company by the Developer, which UI Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company to execute and deliver such Grant Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to borrow money, grant liens, create security interests and perform under the UI Documents; and it is

FURTHER RESOLVED, that the Company is hereby authorized and empowered to admit RBC Tax Credit Equity, LLC and RBC Tax Credit Manager II, Inc., their successors and assigns (together, the "Investment Member") as a member of the Company, all in accordance with a certain Amended and Restated Operating Agreement of the Company (the "Amended Operating Agreement") to be entered into between the parties, which may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Company to execute and deliver such Amended Operating Agreement and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized to execute and deliver any and all documents, including but not limited to the Guaranty Agreement, the Development Agreement, the Amended Operating Agreement, the Incentive Management Fee Agreement, and the Purchase Option Agreement, to be entered into in connection with the admission of the Investment Member to the Company (the "Equity Documents"), which may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Company to execute and deliver such Equity Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Managing Member, on behalf of the Company or on its own behalf, as applicable, is hereby authorized and empowered to execute and deliver any and all documents, including, but not limited to, a Payment In Lieu of Taxes Agreement, in connection with a real property tax abatement (collectively, the "Tax Abatement Documents") among the City and/or the County of Monroe, as applicable and the Company, which Tax Abatement Documents may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company, as applicable to execute and deliver such Tax Abatement Documents and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that the Authorized Person, on behalf of the Managing Member and the Company, is authorized to execute and deliver any and all documents in connection with the construction of the Project on the Property (collectively, the "GC Agreement"), which GC Agreement may contain such terms, provisions, conditions, stipulations and agreements as the Managing Member may deem proper and advisable, and that the Authorized Person is authorized to act on behalf of the Managing Member and the Company to execute and deliver such GC Agreement and such other documents as the Authorized Person may deem proper and advisable in order to effectuate the foregoing transactions; and it is

FURTHER RESOLVED, that in addition to and without limiting the generality of the foregoing resolutions with respect to the foregoing transactions, the Authorized Person be, and is, authorized and directed to take such further action in connection with said transactions and to execute and deliver such instruments as the Authorized Person with advice of counsel may deem appropriate to carry out the foregoing resolutions; and the taking of such action or execution of such instruments shall be deemed conclusive evidence of the determination of such executing member that such action or execution was appropriate and in the best interest of the Managing Member and the Company, as applicable and it is

FURTHER RESOLVED, that all action taken and all instruments executed by authorized persons on behalf of the Managing Member and the Company prior to the adoption of these resolutions with respect to the acquisition of the Property and the financing of the Project and all matters related thereto, are hereby ratified, confirmed and approved; and it is

FURTHER RESOLVED, that this consent may be executed in any number of counterparts, each of which counterpart shall constitute an original instrument, and all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the
16 day of October, 2014

MILLS AND MICHELSEN MM LLC

By: Urban League of Rochester Economic
Development Corporation, its sole member

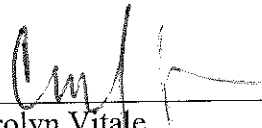
By: 
Name: Carolyn Vitale
Title: Vice President/Secretary

Exhibit E: NYS Department of State Print Outs

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through March 20, 2015.

Selected Entity Name: M+M HOUSING DEVELOPMENT FUND CORP.
Selected Entity Status Information
Current Entity Name: M+M HOUSING DEVELOPMENT FUND CORP.
DOS ID #: 4552039
Initial DOS Filing Date: MARCH 27, 2014
County: MONROE
Jurisdiction: NEW YORK
Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

M+M HOUSING DEVELOPMENT FUND CORP.
312 STATE STREET
ROCHESTER, NEW YORK, 14608

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the

initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAR 27, 2014	Actual	M+M HOUSING DEVELOPMENT FUND CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through March 20, 2015.

Selected Entity Name: MILLS AND MICHELSEN LLC

Selected Entity Status Information

Current Entity Name: MILLS AND MICHELSEN LLC

DOS ID #: 4567837

Initial DOS Filing Date: APRIL 25, 2014

County: MONROE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

MILLS AND MICHELSEN LLC C/O URBAN LEAGUE OF ROCHESTER
ECONOMIC DEV. CORPORATION
312 STATE STREET
ROCHESTER, NEW YORK, 14608

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
[viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
APR 25, 2014	Actual	MILLS AND MICHELSEN LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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