



Department of
Environmental
Conservation

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

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), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

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

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

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

☒ Other (explain in detail below)

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

The Former Wollensack Optical site (DEC Site number: C828209) is located at 872 & 886 Hudson Avenue, City of Rochester, Monroe County New York. The Tax Map Identification Numbers for the Site are: 091.81-2-58 and 091.81-2-59. On May 10, 2019 Jefferson Wollensack LLC conveyed title to the Site to Jefferson Wollensack Housing Development Fund Corp. by Deed recorded in the Monroe County Clerk's Office in Liber 12185 of Deeds, at Page 393 on May 20, 2019. Accordingly, the BCA needs to be amended to reference the new property owner. Per the attached Declaration of Interest Agreement, Jefferson Wollensack Housing Development Fund Corp.'s acquisition and holding of legal or record fee title is solely as a nominee of, and on behalf of Jefferson Wollensack LLC. Jefferson Wollensack LLC remains in full control of the Site with unlimited ability to enter, access, and manage the Site, and therefore, implement the requirements of the BCA.

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

Section I. Existing Agreement Information			
BCP SITE NAME: Former Wollensack Optical		BCP SITE NUMBER: C828209	
NAME OF CURRENT APPLICANT(S): Jefferson Wollensack LLC			
INDEX NUMBER OF EXISTING AGREEMENT: C828209-11- DATE OF EXISTING AGREEMENT:1/3/2019			
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Describe Requestor's Relationship to Existing Applicant:			

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)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☐ VOLUNTEER

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

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

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

Requestor's Relationship to Property (check one):

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

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

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

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

ADDRESS 872 & 886 Hudson Avenue

CITY/TOWN Rochester

ZIP CODE 14621

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
872 Hudson Avenue, Rochester, New York	1	091.81	2	59	.16
886 Hudson Avenue, Rochester, New York	2	091.81	2	58	.32

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Wollensack Optical	BCP SITE NUMBER: C828209
NAME OF CURRENT APPLICANT(S): Jefferson Wollensack LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C828209-11-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: January 3, 2019	

Declaration of Amendment:

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

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ 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: _____

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: 10/15/2020 Signature: _____

Print Name: Carolyn Vitale

(Entity)

I hereby affirm that I am Vice President (title) of Jefferson Wollensack LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 10/15/2020 Signature: _____

Print Name: Carolyn Vitale

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

Effective Date of the Original Agreement: 01/03/19

Signature by the Department:

DATED: 02/11/21

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

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

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
CANNON HEYMAN & WEISS LLP
54 STATE ST
5TH FLOOR
ALBANY, NY 12207

Receipt # 2078522

Book Page D 12185 0393

No. Pages: 4

Instrument: DEED OTHER

Control #: 201905200854

Ref #: TT0000018560

Date: 05/20/2019

Time: 3:16:14 PM

JEFFERSON WOLLENSACK LLC,

JEFFERSON WOLLENSACK HOUSING DEVELOPMENT
FUND CORP,

Recording Fee	\$26.00	
Pages Fee	\$15.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: RRR
Management		
TP-584 Form Fee	\$5.00	
RP-5217 County Fee	\$9.00	
RP5217 State Equal Addit Fee	\$241.00	
Total Fees Paid:	\$315.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

ADAM J BELLO

MONROE COUNTY CLERK



Bargain and Sale Deed - with Lien Covenant

RECORDED
05/20/2019 03:16:14 PM
MONROE COUNTY CLERK

THIS INDENTURE made as of the 10th day of May

BETWEEN, Jefferson Wollensack LLC, a New York limited liability company, having its principal place of business at 312 State Street, Rochester, New York 14608, party of the first part, and

Jefferson Wollensack Housing Development Fund Corp., a New York Not-for-Profit Corporation, having its principal place of business at 312 State Street, Rochester, New York 14608, party of the second part.

WITNESSETH, that the party of the first part, in consideration of the sum of **ONE & MORE DOLLARS (\$1.00 & More)**, lawful money of the United States, paid by the said party of the second part, doth hereby grant and release unto the said party of the second part, its successors and assigns forever,

SEE DESCRIPTION ATTACHED ON SCHEDULE A HERETO.

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

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever.

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

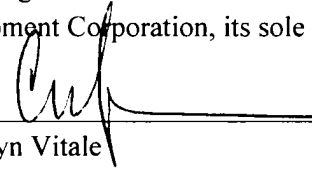
THAT the grantor, in compliance with Section 13 of the Lien Law, will receive the consideration for this conveyance and will hold the right to receive such consideration as trust fund to be applied first for the purpose of paying the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly signed on the day and year first above written.

JEFFERSON WOLLENSACK LLC

By: Jefferson Wollensack MM LLC
its Managing Member

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

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

Property Address: 872 and 886 Hudson Avenue, Rochester 1462

Mailing Address: 312 State Street, Rochester, NY 14608

Tax Acct #'s : 091.81-2-59 and 091.81-2-58

CHICAGO TITLE INSURANCE CO.

Order # 1816-28745CH

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

On this 16 day of April, in the year 2019, 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.

Abigail Phillips

Notary Public

ABIGAIL MY NGA PHILLIPS
Notary Public, State of New York
Reg. No. 01PH6377235
Qualified in Monroe County
Commission Expires July 2, 2022

SCHEDULE A**Parcel A(1)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Rochester, County of Monroe and State of New York, described as:

That part of Lots 48 and 49 of the Waterstraat and Wunder Tract, being a Subdivision of part of Town Lot #45, Township #14, Range 7 and filed at the Monroe County Clerk's Office in Liber 10 of maps at page 119 described as follows, to wit:

BEGINNING at the southwest corner of said Lot No. 48, being a point at the intersection of the east line of Hudson Avenue and the north line of Avenue "D";

THENCE easterly along the northerly line of Avenue "D" on an assumed bearing of South 88° 53' 30" East a distance of 96.98 feet to a point in the westerly line prolonged of the frame building at the rear of the four story brick building situated on the corner of Hudson Avenue and Avenue "D";

THENCE North 01° 34' 39" East along the westerly line prolonged of the said frame building and along the westerly line of the said frame building, and making an interior angle of 90° 28' 09" a distance of 75.26 feet to a point where the said westerly line of said frame building would be intersected by the northerly line prolonged of the said brick building hereinbefore referred to;

THENCE North 89° 33' 20" West along the northerly line prolonged of said brick building and along the northerly line of said brick building and making an interior angle of 88° 52' 01" a distance of 99.04 feet to the easterly line of Hudson Avenue;

THENCE South 00° 0' 00" East along the easterly line of Hudson Avenue and making an interior angle of 89° 33' 20" a distance of 74.12 feet to the point of beginning.

Parcel A(2)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York and known and distinguished as Lots 44 and 50 and parts of Lots 48 and 49 of the Waterstraat and Wunder Tract as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 10 of maps at page 119; and also Lot 47 of Weddale Tract, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 9 of maps, at page 102;

BEGINNING at a point in the north line of Avenue D distance 96.98 feet east of the east line of Hudson Avenue; thence easterly along said north line of Avenue D a distance of 69.5 feet to a point;

THENCE northerly at right angles a distance of 112.25 feet to a point in the north line of said Waterstraat and Wunder Tract; thence westerly along the north line of said tract, a distance of .35 feet to a point;

THENCE northerly along the east line of said Lot 47 herein referred to a distance of 74.0 feet to a point in the south line of Roycroft Drive;

THENCE westerly along said south line of Roycroft Drive and at right angles to the last course a distance of 35.0 feet to a point distant 135.43 feet from the east line of Hudson Avenue;

THENCE southerly at right angles a distance of 74.0 feet to a stake;

THENCE westerly at right angles to a distance of 134.0 feet to a point in the east line of Hudson Avenue;

THENCE southerly along the east line of Hudson Avenue a distance of 38.15 feet to a point distant 74.12 north of the north line of Avenue D;

THENCE easterly and making an interior angle of 90°26'30" with the last course a distance of 99.04 feet to a point in the west face of the foundation wall of the building on the premises herein;

THENCE southerly along the west face of said foundation wall a distance of 75.26 feet to the point of beginning.

DECLARATION OF INTEREST AGREEMENT

THIS AGREEMENT is made as of May 10, 2019, by and between JEFFERSON WOLLENSACK LLC, a New York limited liability company, having its office at 312 State Street, Rochester, New York 14608 (the "Company") and JEFFERSON WOLLENSACK 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").

WITNESSETH:

WHEREAS, the Company is a New York limited liability company, the managing member of which is Jefferson Wollensack 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 886 Hudson Avenue and 872 Hudson Avenue, 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 May 1, 2019 (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 6 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.

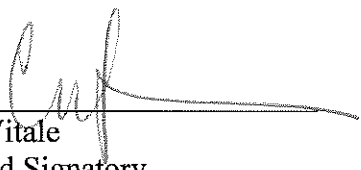
(i) The closing of the transactions contemplated in this Agreement shall all be contingent upon the admission of RBC Tax Credit Equity, LLC, an Illinois limited liability company as the investor member of the Company pursuant to the Operating Agreement and the admission of RBC Tax Credit Manager II,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

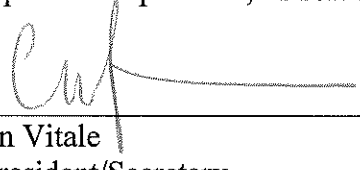
JEFFERSON WOLLENSACK HOUSING DEVELOPMENT
FUND CORP.

By: 
Name: Carolyn Vitale
Title: Authorized Signatory

JEFFERSON WOLLENSACK LLC

By: Jefferson Wollensack 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 MONROE)

On the 16 day of April, 2019, 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.

Abigail Phillips
Notary Public
Commission Expires:

ABIGAIL MY NGA PHILLIPS
Notary Public, State of New York
Reg. No. 01PH6377235
Qualified in Monroe County
Commission Expires July 2, 2022

SCHEDULE "A"

Parcel A(1)

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Rochester, County of Monroe and State of New York, described as:

That part of Lots 48 and 49 of the Waterstraat and Wunder Tract, being a Subdivision of part of Town Lot #45, Township #14, Range 7 and filed at the Monroe County Clerk's Office in Liber 10 of maps at page 119 described as follows, to wit:

BEGINNING at the southwest corner of said Lot No. 48, being a point at the intersection of the east line of Hudson Avenue and the north line of Avenue "D";

THENCE easterly along the northerly line of Avenue "D" on an assumed bearing of South $88^{\circ} 53' 30''$ East a distance of 96.98 feet to a point in the westerly line prolonged of the frame building at the rear of the four story brick building situated on the corner of Hudson Avenue and Avenue "D";

THENCE North $01^{\circ} 34' 39''$ East along the westerly line prolonged of the said frame building and along the westerly line of the said frame building, and making an interior angle of $90^{\circ} 28' 09''$ a distance of 75.26 feet to a point where the said westerly line of said frame building would be intersected by the northerly line prolonged of the said brick building hereinbefore referred to;

THENCE North $89^{\circ} 33' 20''$ West along the northerly line prolonged of said brick building and along the northerly line of said brick building and making an interior angle of $88^{\circ} 52' 01''$ a distance of 99.04 feet to the easterly line of Hudson Avenue;

THENCE South $00^{\circ} 0' 00''$ East along the easterly line of Hudson Avenue and making an interior angle of $89^{\circ} 33' 20''$ a distance of 74.12 feet to the point of beginning.

Parcel A(2)

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York and known and distinguished as Lots 44 and 50 and parts of Lots 48 and 49 of the Waterstraat and Wunder Tract as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 10 of maps at page 119; and also Lot 47 of Weddale Tract, as shown on a map thereof filed in the Monroe County Clerk's Office in Liber 9 of maps, at page 102;

BEGINNING at a point in the north line of Avenue D distance 96.98 feet east of the east line of Hudson Avenue; thence easterly along said north line of Avenue D a distance of 69.5 feet to a point;

THENCE northerly at right angles a distance of 112.25 feet to a point in the north line of said Waterstraat and Wunder Tract; thence westerly along the north line of said tract, a distance of .35 feet to a point;

THENCE northerly along the east line of said Lot 47 herein referred to a distance of 74.0 feet to a point in the south line of Roycroft Drive;

THENCE westerly along said south line of Roycroft Drive and at right angles to the last course a distance of 35.0 feet to a point distant 135.43 feet from the east line of Hudson Avenue;

THENCE southerly at right angles a distance of 74.0 feet to a stake;

THENCE westerly at right angles to a distance of 134.0 feet to a point in the east line of Hudson Avenue;

THENCE southerly along the east line of Hudson Avenue a distance of 38.15 feet to a point distant 74.12 north of the north line of Avenue D;

THENCE easterly and making an interior angle of $90^{\circ}26'30''$ with the last course a distance of 99.04 feet to a point in the west face of the foundation wall of the building on the premises herein;

THENCE southerly along the west face of said foundation wall a distance of 75.26 feet to the point of beginning.