

PHILADELPHIA LAND BANK
MAY 11, 2021 BOARD OF DIRECTORS MEETING MINUTES (DRAFT)

A Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Tuesday, May 11, 2021, commencing at 10:00 a.m. via Zoom webinar pursuant to 35 Pa.C.S. § 5741 and proper notices.

CALL TO ORDER

Ms. Fadullon called the meeting to order at 10:01 a.m.

Andrea Imredy Saah, Senior Counsel, made the following announcements:

Today's Board meeting is being held via an authorized communication device as authorized by Title 35, Section 5741 of the Pennsylvania Consolidated Statutes and is being recorded. Questions and comments may be made using the Q&A button at the bottom of the screen. If you are calling in and not using the Zoom webinar link, you may ask questions or make comments by hitting *9 on your phone. You can use the "raise hand" function at the bottom of the screen. Please do not use the chat function. If any member of the public has any issues submitting questions or comments, please send an email to Andrea.Saah@phdc.phila.gov.

Prior to today's Public Session, the Board held an Executive Session at which the Board reviewed the meeting agenda for today's meeting and dispositions that may come to the board in June.

Item 1
Roll Call

The following members of the Board of Directors reported present: Alexander Balloon, Eric Bodzin, Anne Fadullon, Andrew Goodman, Joshu Harris, Michael Koonce, Rebecca Lopez Kriss, Majeedah Rashid and Rick Sauer.

The following board members were absent: Richard DeMarco and Michael Johns.

The following staff members were present: Wendolyne David, Jamila Davis, Jessie Lawrence, Angel Rodriguez, Brian Romano, Andrea Imredy Saah, Esq., and Carolyn Terry.

Public Attendees: The list of public attendees is attached to these minutes.

A quorum of directors was present, and the meeting, having been duly convened, proceeded with business.

Item 2
Approval of Board Minutes

Ms. Fadullon called for questions or comments regarding the minutes of the Board meeting of April 13, 2021. There were none.

Ms. Fadullon called for a motion to approve the minutes of the Board meeting of April 13, 2021.

Mr. Balloon moved to approve the minutes. Ms. Rashid seconded the motion.

Upon motion made and duly seconded, the Board unanimously approved the April 13, 2021 Board Meeting Minutes.

Item 3
Executive Director's Report

Mr. Rodriguez shared with the Board that he and others had testified regarding the impact of the Sheriff's decision to move sheriff's sales to an online platform on the Land Bank's ability to acquire properties. Through a court order, sheriff's sales have been postponed until September. The hope is that the postponement will provide sufficient time to address concerns about the move to an online sales platform.

Mr. Rodriguez then announced that on April 30, 2021, a ribbon cutting was held for nineteen (19) units of affordable workforce housing built on vacant land provided by the Land Bank in the Grays Ferry section of Philadelphia. Fourteen (14) properties were designated to be sold at or below 80% of Area Median Income (AMI), and five (5) units were designated to be sold at 120% or below of AMI. Settlement on all 19 units was held in December, and all the properties are occupied. A review of the income certifications for the new homeowners reveals that the average income of the purchasers is \$46,724, which is in the median range of Philadelphians current earnings. The average mortgage payment for these homes, with insurance and taxes included, is between \$850 and \$875, while the average rent in the area is \$1,600. This is a great example of leveraging private financing to develop affordable housing that provides Philadelphians the opportunity to own homes and build wealth in this area.

Item 4
Resolution Authorizing Subordination of Mortgage on 3222-58 H Street

Ms. Saah asked the Board to approve the subordination of a purchase money mortgage held by the Land Bank on 3222-58 H Street, which is owned by Esperanza Health Center Support Corporation ("EHCS"). The mortgage was placed on the property in 2017, when the property was conveyed by the Redevelopment Authority, and was assigned to the Land Bank in 2019. EHCS wishes to build a new community center on the property with New Market Tax Credit loans and is asking the Land Bank to subordinate its mortgage to the mortgage that will be placed on the property to secure those tax credit loans. EHCS is in compliance with the purchase money mortgage held by the Land Bank in all respects.

Ms. Fadullon called for questions or comments from the Board. There were none.

Ms. Fadullon called for questions or comments from the public. Ms. Fadullon recognized Justin Perry from Esperanza Health Center. Mr. Perry stated that Esperanza is excited about the next phase of this project, which is a 4-story community center that will contain community classrooms, a gym and other fitness areas, and space for programs to be developed in coordination with the main health center at the corner of Kensington Avenue and Allegheny Avenue. Ms. Fadullon thanked Mr. Perry for his remarks and for Esperanza's work in the community.

Seeing that there were no additional questions or comments from the public, Ms. Fadullon called for a motion to approve the subordination of the mortgage on 3222-58 H Street.

Mr. Koonce moved to approve the subordination of the mortgage on 3222-58 H Street. Mr. Balloon seconded the motion.

Upon motion made and duly seconded, the Board unanimously adopted the Resolution Authorizing the Subordination of a Mortgage on 3222-58 H Street in Favor of Esperanza Health Center Support Corporation, NFF New Markets Fund XLIV, LLC, and PNC CDE 117, LLC (attached to these minutes as **Exhibit A**).

Item 5 **Property Dispositions**

A. Side/Rear Yards

- 1740 S. Howard Street – Anthony Lewandowski and Tracy Lewandowski (CD1)
- 2216 N. 3rd Street – Jessica Fox (CD7)

Ms. Fadullon stated that unless a member of the Board objected, the Board would adopt the resolutions authorizing the disposition of all side yards with one vote. No objection was made.

Mr. Lawrence asked the Board to authorize the disposition of 1740 S. Howard Street to Anthony and Tracy Lewandowski as a side yard. The applicants provided evidence of project financing and are compliant and in good standing with the City of Philadelphia. The project will not be subject to an Economic Opportunity Plan. The property will be subject to use restrictions as a side/rear yard.

Mr. Lawrence asked the Board to authorize the disposition of 2216 N. 3rd Street to Jessica Fox as a rear yard. Ms. Fox provided evidence of project financing and is compliant and in good standing with the City of Philadelphia. The project will not be subject to an Economic Opportunity Plan. The property will be subject to use restrictions as a side/rear yard.

Ms. Fadullon asked if there were any questions or comments from the Board. There were none.

Ms. Fadullon asked if there were any questions or comments from the public on these dispositions. There were none.

Ms. Fadullon called for a motion to approve the dispositions of 1740 S. Howard Street to Anthony and Tracy Lewandowski and of 2216 N. 3rd Street to Jessica Fox.

Mr. Koonce moved to approve the disposition of 1740 S. Howard Street as a side yard to Anthony and Tracy Lewandowski and of 2216 N. 3rd Street as a rear yard to Jessica Fox. Mr. Sauer seconded the motion.

Upon motion made and duly seconded, the Board unanimously adopted the Resolution Authorizing Conveyance of 1740 S. Howard Street to Anthony Lewandowski and Tracy Lewandowski and the Resolution Authorizing Conveyance of 2216 N. 3rd Street to Jessica Fox, attached to these minutes as **Exhibits B and C**.

Item 6 **Public Comment (Old & New Business)**

Ms. Fadullon asked if any member of the public had any new business that they would like to bring to the Board's attention. A question in the Q&A about a side yard application had been answered. Mr. Jihad Ali asked for clarification about the agenda items, which Ms. Fadullon provided. Ms. Jessica Fox asked about next steps now that the rear yard disposition to her was approved, and Mr. Lawrence responded that the project manager assigned to the disposition would be in touch her.

Mr. Jihad Ali also acknowledged Andrew Goodman as a Board member and asked if Jessie Lawrence was the same Jessie Lawrence who had worked for PRA. Ms. Fadullon confirmed that was correct and that the Land Bank was very happy to have him back.

All comments submitted in the Q&A are attached to these minutes following the list of public attendees.

Adjournment

There being no further business to address, Ms. Fadullon called for a motion to adjourn the meeting.

Mr. Balloon moved to adjourn the meeting. Mr. Koonce seconded the motion.

Upon motion made and duly seconded, the Board voted to adjourn.

The meeting was adjourned at 10:15 am.

SECRETARY TO THE BOARD

Public Attendance Sheet



**BOARD OF DIRECTORS
REGULAR MEETING**

Tuesday, May 11, 2020 at 10:00 AM

Pursuant to 35 Pa.C.S. § 5741, this meeting was held remotely using Zoom Webinar.

First Name	Last Name	Email
Carolyn	Terry - PLB Staff	Carolyn.Terry@phdc.phila.gov
De	Whitt	communityactiongroup.whitt58@gmail.com
Melissa,	she/her	melissakrechmertherapy@gmail.com
Venise	Whitaker	Venise.Whitaker@Phila.gov
Jessica	Fox	jessfox.com@gmail.com
Azim	mcknight	macworkshilly@gmail.com
Rodesha	Washington	rodesha.washington@phila.gov
John	Thomas	john@browntowngroup.com
Jihad	Ali	jihad@jihadali.com
james	B	jdbaldwin58@gmail.com
Brian	Romano	brome22@aol.com
Justin	Perry - Esperanza Health Center	justin.perry@esperanzahealth.com
B	Addo	brenda.f.addo@gmail.com
jamila.davis		jamila.davis@Phila.gpv
Anna	Nguyen	lananhtran1111@yahoo.ca
Sharla	Russell	sharla.russell@phila.gov
Diane	Davis	girlsrdav@verizon.net
Wendolyne.David		Wendolyne.david@phdc.phila.gov
Raymond	Bonwell	rbonwell@pensions.org
Jacquie	Sims-TMC	Jacquelyn@maplehousing.org
Alia	Hatch	alia.hatch@phila.gov
Dr.	Ibrahim Ibrahim	ibrah25@aol.com

PUBLIC COMMENTS SUBMITTED IN Q&A

#	Question	Asker Name	Asker Email
	<p>Dear Sir or Madam, There is a side yard located next to my property that I would like to purchase. I checked the online site to see if it's available but I didn't see it listed. Is there anything that I can do or steps need to be taken for the board to consider selling the property?</p>	Anna Nguyen	lananhtran1111@yahoo.ca

EXHIBIT A

RESOLUTION NO. 2021 - 27

**RESOLUTION AUTHORIZING THE SUBORDINATION OF A MORTGAGE ON
3222-58 H STREET IN FAVOR OF ESPERANZA HEALTH CENTER SUPPORT
CORPORATION, NFF NEW MARKETS FUND XLIV, LLC, AND PNC CDE 117, LLC**

WHEREAS, the City of Philadelphia (the “**City**”) conveyed certain parcels of land collectively known as 3222-58 H Street, Philadelphia, Pennsylvania (the “**H Street Property**”) to the Philadelphia Redevelopment Authority (“**PRA**”) in April 2017, under and subject to certain terms and conditions; and

WHEREAS, PRA conveyed the H Street Property to Esperanza Health Center, Inc., a Pennsylvania non-profit corporation (“**EHC**”), in July 2017; and

WHEREAS, EHC granted PRA a ten (10) year self-amortizing Purchase Money Mortgage (the “**PM Mortgage**”) in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) in July 2017;

WHEREAS, PRA assigned the PM Mortgage and the associated promissory note to the Philadelphia Land Bank (“**Land Bank**”) in March 2019 (the “**Assignment**”);

WHEREAS, the Land Bank acknowledges that, as of the date hereof, (i) EHC is in compliance with the PM Mortgage in all respects, including with respect to applicable laws as referenced therein, (ii) no default exists under the PM Mortgage, (iii) the Land Bank has not assigned or transferred any of its interests in the PM Mortgage to any person or entity, (iv) as of April 24, 2021, the amount currently outstanding under the PM Mortgage is \$77,000, and, (v) to the Land Bank's knowledge, no circumstance exists which the Land Bank believes shall constitute a default under the PM Mortgage;

WHEREAS, EHC created Esperanza Health Center Support Corporation (“**Borrower**”) in April 2018 for the purposes of redeveloping the H Street Property (the “**Redevelopment Project**”);

WHEREAS, EHC conveyed the H Street Property to Borrower in September 2018, subject to the PM Mortgage;

WHEREAS, Borrower intends to construct a new community center on the H Street Property (the “**Phase II Project**”); and

WHEREAS, in order to finance the development and construction of the Phase II Project, Borrower desires to accept certain New Market Tax Credit loans (“**Phase II QLICIs**”) from NFF New Markets Fund XLIV, LLC, a New York limited liability company, and PNC CDE 117, LLC, a Delaware limited liability company (collectively, the “**Phase II Lenders**”), which loans will be secured by a mortgage on the H Street Property (the “**Phase II QLICI Mortgage**”);

WHEREAS, the Borrower and the Phase II Lenders have requested that the Land Bank enter into a subordination agreement in connection with the Phase II QLICI Mortgage;

EXHIBIT A continued

WHEREAS, the Board of Directors of the Land Bank has determined that it is in the best interests of the Land Bank to enter into a subordination agreement in connection with the Phase II QLICI Mortgage, subject to the terms and conditions of this Resolution;

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank (the “**Board**”) that:

1. The Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to negotiate, prepare, execute, deliver, and perform (1) a subordination agreement in connection with the Phase II QLICI Mortgage with terms and conditions materially in conformance with the subordination agreement attached as Exhibit A, subject to any revisions required by the City of Philadelphia’s Law Department regardless of the materiality of such revisions, and (2) any and all other agreements and documents as may be necessary or appropriate to fulfill the purposes and intents of this Resolution with terms and conditions which the Executive Director and Senior Counsel deem necessary or appropriate and which, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.
2. The Executive Director, with the advice of Senior Counsel, may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
3. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by the Philadelphia Land Bank Board of Directors on May 11, 2021.

EXHIBIT A continued

SUBORDINATION AGREEMENT (DRAFT)

BY

THE CITY OF PHILADELPHIA

AND

PHILADELPHIA REDEVELOPMENT AUTHORITY

AND

PHILADELPHIA LAND BANK

In favor of

ESPERANZA HEALTH CENTER SUPPORT CORPORATION,
A PENNSYLVANIA NON-PROFIT CORPORATION

AND

NFF NEW MARKETS FUND XLIV, LLC,
A NEW YORK LIMITED LIABILITY COMPANY

AND

PNC CDE 117, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

THIS SUBORDINATION AGREEMENT (this “Agreement”) dated the ____ day of _____, 2021, by The City of Philadelphia, acting by and through its Department of Public Property, a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the “City”), the Philadelphia Redevelopment Authority (“PRA”), and the Philadelphia Land Bank (“Land Bank”) in favor of **Esperanza Health Center Support Corporation**, a Pennsylvania non-profit corporation (the “Borrower”), **NFF New Markets Fund XLIV, LLC**, a New York limited liability company (together with its successors and assigns, the “NFF Lender”) and **PNC CDE 117, LLC**, a Delaware limited liability company (together with its successors and assigns, the “PNC Lender” and collectively with NFF Lender, the “Lenders”).

WITNESSETH:

WHEREAS, the City by a certain Deed dated April 19, 2017 and recorded in the Department of Records in and for the City of Philadelphia on July 14, 2017 as Document No. 53238769 (“City

EXHIBIT A continued

Deed”), granted and conveyed certain parcels of land collectively known as 3222-58 H Street, Philadelphia, Pennsylvania (collectively the “H Street Property”), and as more specifically described in Exhibit A attached hereto, to the PRA, under and subject to certain terms and conditions; and

WHEREAS, PRA by Indenture dated July 13, 2017 and recorded in the Department of Records in and for the City of Philadelphia on July 18, 2017 as Document No. 53240089 (hereinafter “PRA Deed”), granted and conveyed the H Street Property to Esperanza Health Center, Inc., a Pennsylvania non-profit corporation (“EHC”); and

WHEREAS, pursuant to the terms of the aforesaid City Deed, PRA agreed for itself, its successors, and assigns, to take the H Street Property subject to the following conditions (collectively, the “Conditions”):

- A. Develop and use the H Street Property in conformity with the Comprehensive Land Use Plan of the City of Philadelphia.
- B. Undertake and complete the rehabilitation and/or improvement of the H Street Property within one (1) year of July 13, 2017 (the “Initial Outside Completion Date”) in conformity with the Building, Electrical, Fire, Housing, Plumbing and Zoning Codes of the City of Philadelphia and regulations promulgated thereunder, unless said time is otherwise extended in the manner as provided for in Chapter 16-400 of the Philadelphia Code (“Condition B”).

WHEREAS, the terms of the City Deed also provided that title to the H Street Property is conditioned upon compliance with the aforementioned Conditions, and that failure of compliance with said Conditions would cause title to the H Street Property to revert, at the City's sole option, to the ownership of the City, or its nominee, as specifically set forth in the City Deed (hereinafter the “Reversion Right”); and

WHEREAS, EHC became subject to the aforementioned Conditions and Reversion Right contained in the City Deed pursuant to the PRA Deed; and

WHEREAS, EHC granted PRA that certain Purchase Money Mortgage dated July 13, 2017 (the “Mortgage” and collectively with the PRA Deed and the City Deed, the “City Documents”) and recorded in the Department of Records in and for the City of Philadelphia on July 18, 2017 as Instrument No. 53240090, in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00);

WHEREAS, the Mortgage and the associated promissory note were assigned by PRA to the Land Bank pursuant to that certain Assignment of Mortgage and Notes dated March 20, 2019 and recorded in the Department of Records in and for the City of Philadelphia on March 21, 2019 as Instrument No. 53490911 (the “Assignment”);

EXHIBIT A continued

WHEREAS, EHC created Borrower on April 24, 2018 under the laws of the Commonwealth of Pennsylvania for the purposes of (1) assuming title to the H Street Property as well as a non-contiguous property on the same block located at 861-79 East Allegheny Avenue in Philadelphia, Pennsylvania (the “Allegheny Property” and collectively with the H Street Property, the “Property”) from EHC and (2) the redevelopment of a vacant former bank building into a new community-based healthcare center on the Allegheny Property complimented by the construction of a parking deck on the H Street Property (all of the aforementioned activities and any other actions necessary for the use of the Property as described above, referred to generally herein as the “Phase I Project”);

WHEREAS, Borrower acquired title to the Property from EHC (the “Transfer”) on September 12, 2018 (the “Phase I Closing Date”);

WHEREAS, Borrower entered into a lease with EHC to lease the Phase I Project to EHC (the “Phase I Lease”) on the Phase I Closing Date;

WHEREAS, in order to finance the development and construction of the Phase I Project, Borrower accepted certain loans, a source of which are certain New Markets Tax Credit (“NMTC”) loans in the aggregate principal amount of \$18,200,000 (the “Phase I QLICIs”) from PIDC-RDC Sub-CDE XXII, LP, a Pennsylvania limited partnership, and Capital Fund NMTC CDE #8 LLC, a Delaware limited liability company (collectively, the “Phase I Lenders”), which Phase I QLICIs are secured by a mortgage on the Property (the “Phase I QLICI Mortgage”); and

WHEREAS, the Phase I QLICIs are secured by the Phase I QLICI Mortgage with first priority assignments of leases and rents, assignment of all real estate collateral rights, and first lien security interest in all the tangible and intangible assets of the Borrower associated with the Property; and

WHEREAS, in connection with the making of the Phase I QLICIs by the Phase I Lenders and the recording of the Phase I QLICI Mortgage, the City, EHC, Borrower and the Phase I Lenders entered into that certain Subordination Agreement dated August 14, 2018 and recorded in the Department of Records in and for the City of Philadelphia on September 18, 2018 as Instrument No. 53418216 (the "Phase I Subordination Agreement") pursuant to which, amongst other things, the City (i) consented to the Transfer, the making and acceptance of the Phase I Lease, the Borrower’s development, construction and leasing of the Phase I Project, the making and acceptance of the Phase I QLICIs and the execution and recording of the Phase I QLICI Mortgage, (ii) subordinated the City Documents to the Phase I QLICI Mortgage, and (iii) agreed that construction of a parking garage or other improvements ancillary to EHC’s use of the Allegheny Property would satisfy Condition B;

WHEREAS, the Phase I Project was developed in conformity with the Comprehensive Land Use Plan of the City of Philadelphia and in conformity with the Buildings, Electrical, Fire, Housing, Plumbing, and Zoning Codes of the City of Philadelphia and regulations promulgated thereunder; and

WHEREAS, Borrower intends to construct a new community center on the H Street Property (referred to generally herein as the “Phase II Project”); and

EXHIBIT A continued

WHEREAS, Borrower intends to enter into an additional lease with EHC to lease the Phase II Project to EHC (the “Phase II Lease”);

WHEREAS, in order to finance the development and construction of the Phase II Project, Borrower desires to accept certain loans in the aggregate principal amount of \$11,230,000 (collectively, the “Phase II QLICIs”) from the Lenders, which Phase II QLICIs will be secured by a second-priority mortgage on the H Street Property (the “Phase II QLICI Mortgage”); and

WHEREAS, the Phase II QLICIs will be secured by the Phase II QLICI Mortgage with second priority assignments of leases and rents, assignment of all real estate collateral rights, and second lien security interest in all the tangible and intangible assess of the Borrower associated with the H Street Property; and

WHEREAS, the Phase II Project will be developed in conformity with the Comprehensive Land Use Plan of the City of Philadelphia and in conformity with the Buildings, Electrical, Fire, Housing, Plumbing, and Zoning Codes of the City of Philadelphia and regulations promulgated thereunder; and

NOW, THEREFORE, for good and valuable consideration, and with intent to be legally bound hereby, the City, the PRA, and the Land Bank hereby stipulate, covenant, and agree as follows:

1. Representations of the City, the PRA, and the Land Bank. City, PRA, and the Land Bank represent, as of the date of the acknowledgment on their respective signature pages hereto, as follows:
 - a. The City, the PRA, and the Land Bank hereby consent to (i) the making and acceptance of the Phase II Lease, (ii) the making and acceptance of the Phase II QLICIs, and (iii) the execution and recording of the Phase II QLICI Mortgage.
 - b. The Phase II QLICI Mortgage, and all amendments, modifications, extensions, and renewals thereof shall unconditionally be and remain at all times a lien or charge on the H Street Property prior and superior to the lien or charge of any and all of the City Documents. To the extent of their respective interests in the City Documents, the City, the PRA, and the Land Bank intentionally and unconditionally subordinates the lien or charge of any and all of the City Documents, in favor of the lien or charge upon the H Street Property of the Phase II QLICI Mortgage, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made by the Lenders and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

EXHIBIT A continued

- c. The City and PRA hereby acknowledge that, as of the date hereof, (i) Borrower is in compliance with the PRA Deed and the City Deed in all respects, including with respect to applicable laws as referenced therein, (ii) no default exists under the PRA Deed or the City Deed, (iii) no cause exists for suspension or termination of the PRA Deed or the City Deed, (iv) except pursuant to the Assignment, the City and the PRA have not assigned or transferred any of their respective interests in the H Street Property to any person or entity, , and, (iv) to the City's and PRA's actual knowledge, without investigation, no circumstance exists which the City or the PRA believes shall constitute a default under, or give rise to the suspension or termination of, the PRA Deed or the City Deed. Further, the City and the PRA acknowledge that the Conditions have been fully satisfied by the completion of the Phase I Project and the City and the PRA shall no longer have the right to enforce the Reversion Right which the City and PRA confirm has no further force or effect.

- d. The Land Bank hereby acknowledges that, as of the date hereof, (i) EHC is in compliance with the Mortgage in all respects, including with respect to applicable laws as referenced therein, (ii) no default exists under the Mortgage, (iii) the Land Bank has not assigned or transferred any of its interests in the Mortgage to any person or entity, (iv) as of April 24, 2021, the amount currently outstanding under the Mortgage is \$77,000, and, (v) to the Land Bank's knowledge, no circumstance exists which the Land Bank believes shall constitute a default under Mortgage.

2. Forbearance and Cure. City, the PRA, and the Land Bank agree that Lenders shall have the right, but not the obligation, to elect to cure the noticed default(s) or event(s) of default (the "Noticed Defaults") by giving the City, the PRA, and the Land Bank written notice of its intention to cure the Noticed Defaults within sixty (60) days after Lenders receive the Notice of Remedy from the City, the PRA, or the Land Bank pursuant to Section 4 below (the "Cure Period") and thereafter curing all Noticed Defaults within the Cure Period. If a cure of all the Noticed Defaults is completed within the Cure Period, the City, the PRA, and the Land Bank will rescind, cancel, or otherwise dismiss any pending foreclosure proceeding or action.

3. Subordination. To the extent of their respective interests in the City Documents, the City, the PRA, and the Land Bank agree and hereby do subordinate any right, remedy, title, estate, and interest in and to the H Street Property arising as a result of any City Document to the lien of the Phase II QLICI Mortgage, which document is intended to be recorded contemporaneously herewith.

4. Notice by City, the PRA, and the Land Bank. City, the PRA, and the Land Bank agree that prior to exercising any of their respective rights or remedies under the City Documents, the City, PRA, or the Land Bank, as applicable, shall give sixty (60) days prior written notice (a "Notice of Remedy") to:

EXHIBIT A continued

Borrower Esperanza Health Center Support Corporation
c/o Esperanza Health Center, Inc.
4417 N. 6th Street
Philadelphia, PA 19140
Attention: Jake Becker
Facsimile: (215) 329-2369
Email: jake.becker@esperanzahealth.com

NFF Lender NFF New Markets Fund XLIV, LLC
c/o Nonprofit Finance Fund
5 Hanover Square, 9th Floor
New York, NY 10004
Attention: NMTC Manager
Email: nmtc@nff.org

PNC Lender PNC CDE 117, LLC
c/o PNC Financial Services Group
The Tower at PNC Plaza, 14th Floor
300 Fifth Avenue
Mailstop: PT-PTWR-14-4
Pittsburgh, PA 15222-2401
Attention: NMTC Asset Management
Facsimile: (412) 762-5022
E-mail: nmtcreporting@pnc.com

5. Notice by Lenders. Upon notifying the Borrower of any default under the Phase II QLICI Mortgage or any other document securing the Phase II QLICIs (the “Financing Documents”) and upon initiating foreclosure proceedings with respect to the H Street Property, the Lenders shall give the City, the PRA, and the Land Bank immediate written notice. The aforesaid notices shall be sent:

To:

With copies to:

Commissioner of Public Property
City of Philadelphia
Room 790 City Hall
Philadelphia, PA 19107

Divisional Deputy City Solicitor
Real Estate and Economic Development
Law Department of the City of Philadelphia
1234 Market Street
Philadelphia, PA 19102

and

Senior Vice President of Land Management
Philadelphia Housing Development Corporation
1234 Market Street, 17th Floor
Philadelphia, PA 19107

EXHIBIT A continued

To:

With copies to:

Executive Director
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107

General Counsel
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107

To:

With copies to:

Executive Director
Philadelphia Land Bank
1234 Market Street, 16th Floor
Philadelphia, PA 19107

Senior Counsel
Philadelphia Land Bank
1234 Market Street, 16th Floor
Philadelphia, PA 19107

6. Representations, Warranties and Covenants.

(a) The Borrower agrees that without the consent of the City, the PRA, the Land Bank, which consent shall not be unreasonably withheld or delayed, it will not amend or modify the terms of the Financing Documents in any way that would (i) increase the principal amount of the Phase II QLICI Mortgage; (ii) increase the interest rate on the Phase II QLICIs except in strict accordance with the Financing Documents as they exist on the date hereof; or (iii) increase in any material respect the payments or other monetary obligations required thereunder. Amounts funded by the Borrower under the Financing Documents as a result of (a) the making of any protective advance following a default by the Borrower under the Financing Documents; (b) interest accruals or accretions and any compounding thereof; or (c) any other reason permitted by the Financing Documents as they exist on the date hereof, shall not be deemed to contravene this Section 6(a).

(b) Each Lender covenants that it will not transfer or assign the Phase II QLICI Mortgage to the Borrower.

(c) Borrower represents and warrants to the City, the PRA, and the Land Bank that the only loans it has outstanding with the Lenders are the Phase II QLICIs and covenants that until the Phase II QLICIs are repaid in full it will not enter into another loan with the Lenders that is cross-defaulted with the Phase II QLICI Mortgage.

7. Successors, and Assigns Bound. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

8. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. The parties hereto further agree that venue of any action brought under this Agreement shall lie in the Court of Common Pleas of Philadelphia

EXHIBIT A continued

County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania and also consent to service of process by any means authorized by those courts or federal law.

9. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were not contained herein.

10. Counterparts. This Agreement may be signed in counterparts with the same effect as if all signatories had executed the same instrument.

11. Complete Agreement. This Agreement represents the complete agreement between the Lenders, the Borrower, PRA, the City, and the Land Bank with respect to the matters contained herein, and no prior understanding or agreement between those parties, whether written or oral, shall be of any effect unless specifically incorporated herein.

12. No Oral Modification. This Agreement shall not be modified or amended, except by a written instrument executed by all parties.

13. Captions. Section headings have been inserted for convenience only and are not to be utilized in interpreting this Agreement.

14. Limitation of Liability. Each of the parties hereto shall have the right to seek and obtain specific performance of the terms of this Agreement and each party expressly consents to the granting of such relief where deemed appropriate by a court of competent jurisdiction.

15. Termination. This Agreement shall terminate upon the termination of the Mortgage.

[SIGNATURE AND NOTARY PAGES NOT ATTACHED]

EXHIBIT B

RESOLUTION NO. 2021 – 28

**RESOLUTION AUTHORIZING CONVEYANCE OF
1740 S. HOWARD STREET
TO ANTHONY LEWANDOWSKI AND TRACY LEWANDOWSKI**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interest of the Land Bank to convey 1740 S. Howard Street (the “**Property**”) to Anthony Lewandowski and Tracy Lewandowski (the “**Purchasers**”).

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

4. The conveyance of the Property to the Purchasers for One and 00/100 Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
5. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
6. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
7. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
8. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on May 11, 2021.

Philadelphia City Council Resolution No. _____ dated _____

EXHIBIT C

RESOLUTION NO. 2021 – 29

**RESOLUTION AUTHORIZING CONVEYANCE OF
2216 N. 3RD STREET
TO JESSICA L. FOX**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank, subject to approval by resolution of Philadelphia City Council, and subject further to the terms and conditions of Chapter 16-404 of the Philadelphia Code.

WHEREAS, the Board of Directors (the “**Board**”) has determined that it is in the best interest of the Land Bank to convey 2216 N. 3rd Street (the “**Property**”) to Jessica L. Fox (the “**Purchaser**”).

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

9. The conveyance of the Property to the Purchaser for One and 00/100 Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved, subject to approval by resolution of Philadelphia City Council.
10. The conveyance of the Property complies with all applicable terms and conditions of Section 16-404 of the Philadelphia Code, subject to approval by resolution of Philadelphia City Council.
11. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
12. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
13. This Resolution shall take effect immediately upon adoption by the Board.

Adopted by Philadelphia Land Bank Board of Directors on May 11, 2021.

Philadelphia City Council Resolution No. _____ dated _____