



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

Other (explain in detail below)

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

This Brownfield Cleanup Agreement (BCA) Amendment Application is being submitted to reflect the Applicant's acquisition of the Brownfield Site.

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

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

Section I. Current Agreement Information			
BCP SITE NAME: Wallace Campus		BCP SITE NUMBER: C314134	
NAME OF CURRENT APPLICANT(S): Wallace Campus Manager LLC			
INDEX NUMBER OF AGREEMENT: C314134-04-21		DATE OF ORIGINAL AGREEMENT: 4/19/2021	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME N/A			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <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 N/A			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) N/A			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) N/A			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>N/A</p>			

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

OWNER'S NAME (if different from requestor) Wallace Campus Manager LLC

ADDRESS c/o Mega Development LLC 48-02 25th Ave, Ste 400

CITY/TOWN Astoria

ZIP CODE 11103

PHONE 917-232-1777

FAX

E-MAIL jlogsdon@urbangreenbuilders.com

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

1. Property information on current agreement:

ADDRESS 319, 325, 327-329 & 331 Main Street

CITY/TOWN Poughkeepsie

ZIP CODE 12601

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address	Section No.	Block No.	Lot No.	Acreage
331 Main Street, Poughkeepsie	6162	77	127091	1.22
319, 325, and 327-329 Main Street, Poughkeepsie	6162	77	114098, 109079, 10907	1.26

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

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

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

3. TOTAL REVISED SITE ACREAGE: _____

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31):	
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Wallace Campus	BCP SITE NUMBER: C314134
NAME OF CURRENT APPLICANT(S): Wallace Campus Manager LLC	
INDEX NUMBER OF AGREEMENT: C314134-04-21	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 4/19/2021	

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.

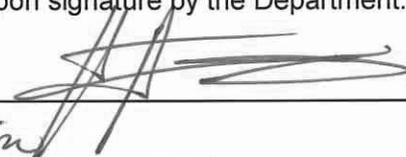
Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

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)

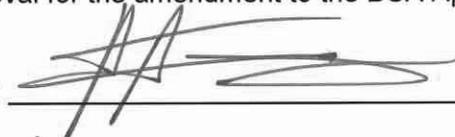
I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application,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

Date: 5/12/2021 Signature: 

Print Name: Hercules Argyriou

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Wallace Campus Manager 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: 5/12/2021 Signature: 

Print Name: Hercules Argyriou

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 4/19/2021

Signature by the Department:

DATED: 6/22/2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

SUBMITTAL INFORMATION:

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

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

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

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

COVER PAGE

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

SECTION I CURRENT AGREEMENT INFORMATION

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

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

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

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

Requestor Address, etc.

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

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

Consultant Name, Address, etc.

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

Please provide proof that the party signing this Application and Amendment has the authority to bind the requestor. This would be documentation from corporate organizational papers, which are updated, showing

the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

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

Owner Name, Address, etc.

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

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

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

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

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

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

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

1. Property Information on Existing Agreement

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

2a. Addition of Property

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

2b. Reduction of Property

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

2c. Change to SBL or metes and bounds description

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

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

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

This page should only be completed if:

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

AND

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

PART II

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

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



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

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

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

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

I. Site Name: Wallace Campus Site **DEC Site ID No.** C314134

II. Contact Information of Person Submitting Notification:

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

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

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

Proposed Date of Change (mm/dd/yyyy):

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

~~This change of use is being submitted to notify the Department of the Applicant's acquisition of the Site.~~
319 and 331 Main Street were acquired on April 20, 2021. 327-329 Main Street was acquired on April 15, 2021. 325 Main street was acquired on November 5, 2020.

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

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

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

Name: James Ward (Signature) May 12, 2021 (Date)
James Ward (Print Name)

Address1: _____
Address2: _____
Phone: _____ E-mail: _____

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

Prospective Owner Prospective Remedial Party Prospective Owner Representative

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

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

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

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

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

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

Name: _____
(Signature)

(Date)

(Print Name)

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

Continuation Sheet

Prospective Owner/Holder Prospective Remedial Party Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

Prospective Owner/Holder Prospective Remedial Party Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

Prospective Owner/Holder Prospective Remedial Party Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

Prospective Owner/Holder Prospective Remedial Party Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

Prospective Owner/Holder Prospective Remedial Party Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

Prospective Owner/Holder Prospective Remedial Party Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____



Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

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

Section I

Description

Site Name

Official DEC site name.
(see <http://www.dec.ny.gov/cfmx/extapps/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

Section II

Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

Section III

Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV

Description

Description

For each change checked in Section III, describe the proposed change.
Provide all applicable maps, drawings, and/or parcel information.
If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.
Please attach additional sheets, if needed.

Section V Certification Statement

This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of all approved remedial work plans and reports.

Name The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.

Address1 Owner or designated representative's street address or P.O. Box number.

Address2 Owner or designated representative's city, state and zip code.

Phone Owner or designated representative's phone number.

E-Mail Owner or designated representative's E-mail.

Section VI Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)

Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional owner/party information.

Name Name of Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

Address1 Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.

Address2 City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.

Phone Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

E-Mail E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.

Certifying Party Name	Name of Certifying Party.
Address1	Certifying Party's street address or P.O. Box number.
Address2	Certifying Party's city, state and zip code.
Phone	Certifying Party's Phone number.
E-Mail	Certifying Party's E-mail address.

Section VII Agreement to Notify DEC After Property Transfer/Sale

This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>

Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.

Name	Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.
Address1	Current owner's street address.
Address2	Current owner's city, state and zip code.

DEED

THIS INDENTURE, made the 20th day of April, 2021, between **IIC PROPERTIES, INC.**, a New York corporation, having an office at 331 Main Street, Poughkeepsie, New York 12601, party of the first part, and **WALLACE CAMPUS MANAGER LLC**, a New York Limited Liability company having an office at c/o Mega Development LLC, 48-02 25th Avenue, Suite 400, Astoria, New York 111103, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Poughkeepsie, County of Dutchess and State of New York, and more particularly described on **SCHEDULE A** annexed hereto.

Section 6262 Block 77 Lot 114098:

Being and intended to be the same premises conveyed to IIC Properties, Inc. by deed made by Peter C. McGinnis as Referee in an action between Rhinebeck Bank vs. WA 319 Main LLC et al, dated November 07, 2018, recorded November 13, 2018 in the Dutchess County Clerk's Office in Document No. 02-2018-8416.

Section 6162 Block 78 Lot 127091:

Being and intended to be the same premises conveyed to IIC Properties, Inc. by dated February 3, 1998 and recorded February 9, 1998 in Liber 2005 cp 443, made by Indotronix International Corporation, who acquired Deed dated November 1, 1994, recorded November 1, 1994 in Liber 1953 cp 228, made by ray Sheer and Arnold Sheer.

The premises are not in an agricultural district and the parcel is entirely owned by the party of the first part.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the 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.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 payments of the cost of the improvement before using any part of the total of the same for any other purpose.

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

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

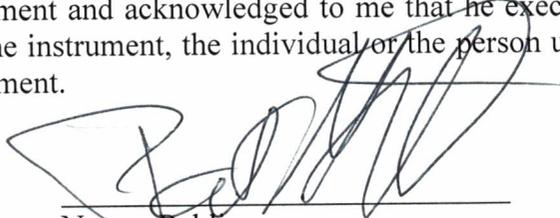
In presence of:

IIC PROPERTIES, INC.

By: 
Aneel Potluri, President

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

On the 19th day of April, 2021 before me, the undersigned, personally appeared Aneel Potluri, 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

RECORD & RETURN:

**ROBERT M. TOCKER, ESQ.
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13 FLOOR
NEW YORK, NY 10010**

**PATRICK GARTLAND
Notary Public, State of New York
No. 02GA6084929
Qualified in Dutchess County
Commission Expires February 6, 2023**

**PATRICK GARTLAND
Notary Public, State of New York
No. 02GA6084929
Qualified in Dutchess County
Commission Expires February 6, 2023**



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION

AS TO PARCEL I:

ALL that parcel of land situate in the City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of Main Street on the southwesterly corner of the building formerly owned and occupied by Zimmer Bros. Inc., said point being in the northerly line of the Main Street, formerly, Main Mall;

THENCE RUNNING along the northerly line of the Main Street and the southerly line of the herein described parcel;

1) North 45° 21' 05" West 54.17 feet to a point at the southeasterly corner of lands now or formerly of Kustas, said point being the southeasterly corner of the building standing on lands now or formerly of Kustas;

THENCE, the following five (5) courses along the easterly face of said building standing on lands now or formerly of Kustas:

- 2) North 42° 44' 20" East 54.46 feet,
- 3) North 47° 36' 10" West 0.95 feet,
- 4) North 42° 00' 15" East 38.16 feet,
- 5) North 35° 50' 15" East 8.58 feet and
- 6) North 42° 04' 15" East 24.00 feet to a point, said point being distant

North 42° 04' 15" East 0.25 feet from the Northeast corner of the afore-mentioned building standing on lands now or formerly Kustas;

THENCE, the following three (3) courses along lands now or formerly of Kustas:

- 7) North 49° 19' 45" West 20.42 feet,
- 8) North 41° 47' 00" East 48.33 feet and
- 9) North 48° 12' 15" West 20.55 feet to a point in the division line between lands now or formerly of Kustas and lands now or formerly of Levine;

THENCE, the following two (2) courses along the easterly and northerly line of lands now or formerly of Levine:

- 10) North 41° 47' 40" East 96.35 feet and
- 11) North 48° 12' 20" West 20.80 feet;

THENCE continuing along lands now or formerly of Levine, in part, and lands now or formerly of the City of



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

Poughkeepsie,

12) North $41^{\circ} 47' 40''$ East 28.20 feet to the southwesterly corner of lands now or formerly of Serino;

THENCE, the following three (3) courses along the southerly line of lands now or formerly of Serino:

13) South $48^{\circ} 12' 20''$ East 26.75 feet,

14) North $41^{\circ} 47' 40''$ East 3.00 feet to the southwesterly corner of lands now or formerly of Serino;

THENCE along a stockade fence,

15) South $49^{\circ} 17' 35''$ East 36.35 feet to the southeasterly corner of lands now or formerly of Serino;

THENCE, the following three (3) courses along the easterly and southerly line of lands now or formerly of Serino,

16) North $42^{\circ} 01' 00''$ East 80.59 feet to an iron pipe found,

17) South $46^{\circ} 55' 30''$ East 34.05 feet and,

18) North $41^{\circ} 04' 50''$ East 130.47 feet to a wood fence post on the southerly side of Mill Street;

THENCE along the southerly side of Mill Street,

19) South $45^{\circ} 12' 55''$ East 45.67 feet to a point at the northwesterly corner of lands now or formerly of Stellar, McClure and Haggerty;

THENCE, the following two (2) courses along the lands now or formerly of Stellar, McClure and Haggerty:

20) South $42^{\circ} 46' 40''$ West 131.00 feet and

21) South $44^{\circ} 07' 40''$ East along a wood fence, 34.33 feet to a wood fence post standing in the southeasterly corner of lands now or formerly of Stellar, McClure and Haggerty, and the westerly line of lands now or formerly of Sarf;

THENCE, the following five (5) courses along the westerly line of lands now or formerly of Sarf,

22) South $37^{\circ} 22' 50''$ West 22.49 feet to the Northwest corner of a building standing on lands now or formerly of Sarf;

THENCE, the following four (4) courses along the westerly face of the afore-mentioned building standing on lands now or formerly of Sarf:

23) South $41^{\circ} 20' 30''$ West 37.14 feet,

24) South $41^{\circ} 31' 55''$ West 105.31 feet,

25) South $41^{\circ} 56' 40''$ West 25.41 feet,



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

26) South 42° 08' 55" West 62.15 feet to an iron rod found at the face of the afore-mentioned building and the northeasterly corner of lands now or formerly of Zimmer;

THENCE along the northerly line of lands now or formerly of Zimmer,

27) North 46° 14' 00" West 15.48 feet to a point on the extension of the party wall standing between 325 and 327 Main Street;

THENCE along the westerly line of lands now or formerly of Zimmer and the easterly line of lands now or formerly of Zimmer Bros. Inc., being the extension line of the afore-mentioned party wall,

28) South 44° 14' 30" West 18.78 feet to a point, said point being distant,

North 44° 14' 30" East 0.83 feet from the northeasterly corner of the building standing on the lands now or formerly of Zimmer Bros. Inc.;

THENCE along the northerly line of lands now or formerly of Zimmer Bros. Inc.,

29) North 45° 06' 50" West 36.44 feet to the Northwest corner of lands now or formerly of Zimmer Bros. Inc.;

THENCE along the West side of the building standing on lands now or formerly of Zimmer Bros. Inc.,

30) South 45° 03' 30" West 110.00 feet to the point of BEGINNING.



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

AS TO PARCEL II:

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

FIRST TRACT - 331-335 Main Street

BEGINNING at a point in the northerly line of Main Street, said point being a corner of the building situate on the herein described premises; and

RUNNING THENCE northerly 50.51 feet to a point;

THENCE westerly, the exterior angles being 86 degrees 52', a distance of 0.33 feet to a point; both of the last mentioned points being in the westerly face of the wall of the above-mentioned building;

THENCE northerly, the exterior angle being 90 degrees 00', a distance of 192.84 feet to a corner of lands of Trowbridge;

THENCE still northerly along said lands, the interior angle being 180 degrees 21', a distance of 79.08 feet to a corner in the back line of the lot known as No. 312 Mill Street;

THENCE easterly along the back line of said lot and lands of Courtney, the interior angle being 89 degrees 12', a distance of 58.05 feet to a point in the back line of the lot known as No. 22 and No. 22-1/2 Catherine Street;

THENCE southerly with an interior angle of 89 degrees 41', a distance of 86.35 feet to a corner in said Catherine Street lot;

THENCE still southerly with an interior angle of 180 degrees 23' running along the back line of the lot known as Nos.14-20 Catherine Street, a distance or 80.99 feet to the corner of said lot;

THENCE southerly along the easterly face of the building situate on the herein described premises, the interior angle being 179 degrees 53', a distance of 47.67 feet;

THENCE still southerly and along said building, the interior angle being 179 degrees 50', a distance of 110.37 feet to a corner of said building in the northerly line of Main Street;

THENCE westerly in said line, the interior angle being 87 degrees 10', a distance of 56.75 feet to the point or place of BEGINNING.

SECOND TRACT - 312 Mill Street



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

BEGINNING at a point in the southerly line of Mill Street, said point being the northeasterly corner of lands of Miller, and

RUNNING THENCE easterly along said street line, 33.00 feet to the northwesterly corner of the lot known as No. 314 Mill Street;

THENCE southerly along the same, the interior angle being 90 degrees 35', a distance of 112.36 feet to the northwesterly corner of lands of Courtney;

THENCE southerly along the same, the interior angle being 179 degrees 41', a distance of 78.42 feet to a point in the back line of the lot known as Nos. 331-335 Main Street;

RUNNING THENCE westerly along said lot and along lands of Trowbridge, the interior angle being 91 degrees 41', a distance of 30.30 feet to a corner;

THENCE northerly along said Trowbridge lands with an interior angle of 87 degrees 59', a distance of 58.97 feet to the southeasterly corner of the above mentioned Miller lot;

THENCE northerly along the same, the interior angle being 181 degrees 55', a distance of 132.91 feet to the point or place of BEGINNING.

THIRD TRACT - 314 Mill Street

BEGINNING at a point in the southerly line of Mill Street, said point being the northeasterly corner of the lot known as No. 312 Mill Street and the northwesterly corner of the herein described premises; and

RUNNING THENCE easterly along said street line, 37.72 feet;

THENCE southerly with an interior angle of 90 degrees 42', a distance of 111.26 feet to a point in the northerly line of lands of Courtney;

THENCE westerly along the same, the interior angle being 90 degrees 57', a distance of 37.93 feet to a corner in the easterly line of the above mentioned lot known as No. 312 Mill Street;

THENCE northerly along the same, the interior angle being 88 degrees 56', a distance of 112.36 feet to the point or place of BEGINNING.

FOURTH TRACT - 14-20 Catherine Street

BEGINNING at a point in the westerly line of Catherine Street, said point being the southeasterly corner of the



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

building situate on the herein described premises; and

RUNNING THENCE westerly along the southerly face of the said building and the northerly line of an alley, a distance of 94.96 feet to the corner of the herein described premises in the easterly line of the lot known as Nos. 331-335 Main Street;

THENCE northerly along the same, the interior angle being 90 degrees 29', a distance of 80.99 feet to a corner of the premises known as Nos. 22-22-1/2 Catherine Street;

THENCE easterly along the same with an interior angle of 89 degrees 02', a distance of 95.55 feet to the above mentioned line of Catherine Street;

THENCE southerly along the same, the interior angle being 90 degrees 33', a distance of 80.15 feet to the point or place of BEGINNING.

FIFTH TRACT - 22-22-1/2 Catherine Street

BEGINNING at a point in the westerly line of Catherine Street, said point being the southeasterly corner of a building situate on the herein described premises and the northeasterly corner of the building known as Nos. 14-20 Catherine Street; and

RUNNING THENCE westerly along said last mentioned premises, 95.55 feet to a point in the easterly line of the premises known as Nos. 331-335 Main Street;

THENCE northerly along said easterly line, the interior angle being 90 degrees 35', a distance of 101.11 feet to a corner in the lands of Courtney;

THENCE easterly along said Courtney line and along the southerly line of an alley, 95.64 feet to the northeasterly corner of the herein described premises in the above mentioned line of Catherine Street, the interior angle between the two last mentioned courses being 89 degrees 52';

THENCE southerly along said street line, the interior angle being 90 degrees 06', a distance of 101.88 feet to the point or place of BEGINNING.

SIXTH TRACT - 26-28 Catherine Street

BEGINNING at a point in the westerly line of Catherine Street at the Northeast corner of the brick building on the lot hereby conveyed and

RUNNING THENCE along the westerly side of Catherine Street,



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

South 31 degrees 56' West, 60.6 feet to a spike driven in the ground;

THENCE along the northerly line of Catherine Thorn Aiken,

North 58 degrees 10' West, 96 feet to the Northwest corner of a brick barn on the premises of said Catherine Thorn Aiken;

THENCE along the foundation wall of said barn,

South 33 degrees 56' West, 14.65 feet to a point;

THENCE

North 58 degrees 40' West, 30.35 feet to a point in the East line of lot late of Charles Ball;

THENCE along the East line of said Ball lot,

North 32 degrees 42' East, 78.6 feet to a point in the rear line of Mill Street lots;

THENCE along the rear line of Mill Street lots,

South 57 degrees 33' East, 59.25 feet to a point, a spike driven in the ground;

THENCE

South 31 degrees 37' West 2.3 feet to a point in the North wall of the building on the lot hereby conveyed;

THENCE along said North wall, 58 degrees 08' East 66.5 feet to the place of BEGINNING.

EXCEPTING AND RESERVING

ALL that piece or parcel of lands located in the City of Poughkeepsie, County of Dutchess and State of New York, lying in the bed of Main Street, and sidewalks, in front of or adjoining the real estate conveyed to Consolidated Dry Goods Co. by John Adie by Deed dated July 16, 1909, recorded on July 19, 1909 in Liber 361 of Deeds at Page 465 in the Office of the Clerk of the County of Dutchess.

ALSO ALL right, title and interest, if any, of the party of the first part in and to the underground vault area lying in front of or adjoining the above described real estate and more particularly described as follows:

BEGINNING at a point in the northerly line of Main Street, the southerly line of lands of Consolidated Dry Goods



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

Co. and being the northeasterly corner of the underground vault area used by or formerly used by Consolidated Dry Goods Co.,

North 63 degrees 10' 00" West, 7.00 feet from the southeasterly corner of lands of Consolidated Dry Goods Co.;

THENCE along the easterly, southerly and westerly side, said underground vault area, the following three (3) courses and distances:

South 26 degrees 50' 00" West, 4.00 feet,

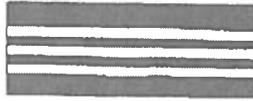
North 63 degrees 10' 00" West, 42.00 feet and

North 26 degrees 50' 00" East, 4.00 feet to a point in the northerly line of Main Street being the southerly line of lands of Consolidated Dry Goods Co.;

THENCE along the northerly line of Main Street, the southerly line of lands of Consolidated Dry Goods Co. and the northerly line of the herein described underground vault area,

South 63 degrees 10' 00" East, 42.00 feet to the point or place of BEGINNING.

A Perimeter Metes and Bounds Description will be provided upon the receipt of a survey duly certified to this Company.



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 4/9/2021
Time Recorded: 2:48 PM

CHICAGO TITLE INSURANCE COMPANY (NBU - NYC)
711 3RD AVE FL 5
NEW YORK, NY 10017

Document #: 02 2021 51338

Received From: CHICAGO TITLE INSURANCE COMPANY (NBU - NYC)

Grantor: POK 325 MAIN LLC
Grantee: WALLACE CAMPUS MANAGER LLC

Recorded In: Deed Tax District: City of Poughkeepsie

Instrument Type:
Comment: \$520.00 PREPAID TO DEPT TAXATION & FINANCE

Examined and Charged As Follows :

Recording Charge: \$315.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 6335

Number of Pages: 4
*** Do Not Detach This Page
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: Y
TP-584: Y

County Clerk By: CSC
Receipt #: 12077
Batch Record: 73

Bradford Kendall
County Clerk



02202151338

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR ACTS

THIS INDENTURE, made this 5th day of November 2020 TD

BY AND BETWEEN

POK 325 MAIN LLC, a New York limited liability company, having an address at c/o Urban Green Equities, LLC, 93 Fourth Avenue, #1289, New York, New York 10276 (hereinafter referred to as "Grantor") and

WALLACE CAMPUS MANAGER LLC, a New York limited liability company, having an address at 48-02 25th Avenue, Suite 400, Astoria, New York 11103 (hereinafter referred to as "Grantee"),

WITNESSETH, that the Grantor, in consideration of ten dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Poughkeepsie, County of Dutchess, State of New York, known as 325 Main Street, Poughkeepsie, New York, bounded and described more particularly as set forth in Schedule A annexed hereto and made a part hereof;

Being the same Premises conveyed to the Grantor by deed, dated March 5, 2019, recorded on March 12, 2019 in the Dutchess County Clerk's Office in Document No. 02-2019-1701.

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

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the premises; **TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

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

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 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.

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

[Continued on Following Page]

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

POK 325 MAIN LLC, a New York limited liability company

By: Urban Green Equities, its sole member

By: 
Name: Eric Anderson
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On this 23rd day of October 2020, before me, the undersigned, personally appeared Eric Anderson, 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 on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

SUSAN J. MOESKER
Notary Public - State of New York
No. 01200341800
Qualified in Kings County
My Commission Expires May 19, 2024

Susan J. Moesker
Notary Public
State of New York
NO 01200341800
Qualified in Kings Co.
Comm Expires
5/19/2024

BARGAIN AND SALE DEED

THIS INDENTURE, made 2021, between Key Main LLC having an address at 327-329 Main Street Poughkeepsie, NY 12601 (hereinafter referred to as "Grantor"),

Wallace Campus Manager LLC, a New York Limited Liability Company having an address at 4802 25th Avenue, Ste 400, Astoria, NY 11103 (hereinafter referred to as "Grantee").

WITNESSETH, that Grantors, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, does hereby grant and release unto Grantee, and his heirs, executors, administrators, successors and assigns forever,

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

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

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

TO HAVE AND TO HOLD the premises herein granted unto Grantees, as tenants by the entirety, and their heirs, executors, administrators, successors and assigns forever.

Grantor is the owner of said premises. Said premises is not located in an agricultural district.

Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as set forth herein.

Grantor, in compliance with Section 13 of the Lien Law, covenants that he 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 before using any part of the total of the same for any other purpose.

Being the same premises conveyed to Key Main LLC by Peter C. McGinnis as Referee in an action between Rhinebeck Bank vs WA 310 Main LLC et al by deed dated November 7, 2018 and recorded in the Dutchess County Clerk's office on November 13, 2018 as document number 02-2018-8416.

IN WITNESS WHEREOF, Grantor has duly executed this deed on the date first above

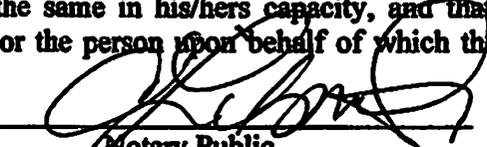
written.

Key Main LLC


By: Alfred Torreggiani, managing member

STATE OF NEW YORK COUNTY OF DUTCHESS, ss.

On the *15* day of *April* 2021, before me, the undersigned notary public, personally appeared Alfred Torreggiani 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/hers capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

R&R:

CAMILLE LIBONATI
Notary Public, State of New York
No. 01LI6390460
Qualified in Dutchess County
Term Expires April 15, 20*23*



Chicago Title Insurance Company

Title Number: CT20-00618-D

SCHEDULE A DESCRIPTION (Continued)

AS TO PARCEL I:

ALL that parcel of land situate in the City of Poughkeepsie, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of Main Street on the southwesterly corner of the building formerly owned and occupied by Zimmer Bros. Inc., said point being in the northerly line of the Main Street, formerly, Main Mall;

THENCE RUNNING along the northerly line of the Main Street and the southerly line of the herein described parcel;

1) North 45° 21' 05" West 54.17 feet to a point at the southeasterly corner of lands now or formerly of Kustas, said point being the southeasterly corner of the building standing on lands now or formerly of Kustas;

THENCE, the following five (5) courses along the easterly face of said building standing on lands now or formerly of Kustas:

- 2) North 42° 44' 20" East 54.46 feet,
- 3) North 47° 36' 10" West 0.95 feet,
- 4) North 42° 00' 15" East 38.16 feet,
- 5) North 35° 50' 15" East 8.58 feet and
- 6) North 42° 04' 15" East 24.00 feet to a point, said point being distant

North 42° 04' 15" East 0.25 feet from the Northeast corner of the afore-mentioned building standing on lands now or formerly Kustas;

THENCE, the following three (3) courses along lands now or formerly of Kustas:

- 7) North 49° 19' 45" West 20.42 feet,
- 8) North 41° 47' 00" East 48.33 feet and
- 9) North 48° 12' 15" West 20.55 feet to a point in the division line between lands now or formerly of Kustas and lands now or formerly of Levine;

THENCE, the following two (2) courses along the easterly and northerly line of lands now or formerly of Levine:

- 10) North 41° 47' 40" East 96.35 feet and
- 11) North 48° 12' 20" West 20.80 feet;



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SCHEDULE A DESCRIPTION (Continued)

THENCE continuing along lands now or formerly of Levine, in part, and lands now or formerly of the City of Poughkeepsie,

12) North $41^{\circ} 47' 40''$ East 28.20 feet to the southwesterly corner of lands now or formerly of Serino;

THENCE, the following three (3) courses along the southerly line of lands now or formerly of Serino:

13) South $48^{\circ} 12' 20''$ East 26.75 feet,

14) North $41^{\circ} 47' 40''$ East 3.00 feet to the southwesterly corner of lands now or formerly of Serino;

THENCE along a stockade fence,

15) South $49^{\circ} 17' 35''$ East 36.35 feet to the southeasterly corner of lands now or formerly of Serino;

THENCE, the following three (3) courses along the easterly and southerly line of lands now or formerly of Serino,

16) North $42^{\circ} 01' 00''$ East 80.59 feet to an iron pipe found,

17) South $46^{\circ} 55' 30''$ East 34.05 feet and,

18) North $41^{\circ} 04' 50''$ East 130.47 feet to a wood fence post on the southerly side of Mill Street;

THENCE along the southerly side of Mill Street,

19) South $45^{\circ} 12' 55''$ East 45.67 feet to a point at the northwesterly corner of lands now or formerly of Stellar, McClure and Haggerty;

THENCE, the following two (2) courses along the lands now or formerly of Stellar, McClure and Haggerty:

20) South $42^{\circ} 46' 40''$ West 131.00 feet and

21) South $44^{\circ} 07' 40''$ East along a wood fence, 34.33 feet to a wood fence post standing in the southeasterly corner of lands now or formerly of Stellar, McClure and Haggerty, and the westerly line of lands now or formerly of Sarf;

THENCE, the following five (5) courses along the westerly line of lands now or formerly of Sarf,

22) South $37^{\circ} 22' 50''$ West 22.49 feet to the Northwest corner of a building standing on lands now or formerly of Sarf;

THENCE, the following four (4) courses along the westerly face of the afore-mentioned building standing on lands now or formerly of Sarf:

23) South $41^{\circ} 20' 30''$ West 37.14 feet,

24) South $41^{\circ} 31' 55''$ West 105.31 feet,



Chicago Title Insurance Company

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SCHEDULE A DESCRIPTION (Continued)

25) South 41° 56' 40" West 25.41 feet,

26) South 42° 08' 55" West 62.15 feet to an iron rod found at the face of the afore-mentioned building and the northeasterly corner of lands now or formerly of Zimmer;

THENCE along the northerly line of lands now or formerly of Zimmer,

27) North 46° 14' 00" West 15.48 feet to a point on the extension of the party wall standing between 325 and 327 Main Street;

THENCE along the westerly line of lands now or formerly of Zimmer and the easterly line of lands now or formerly of Zimmer Bros. Inc., being the extension line of the afore-mentioned party wall,

28) South 44° 14' 30" West 18.78 feet to a point, said point being distant,

North 44° 14' 30" East 0.83 feet from the northeasterly corner of the building standing on the lands now or formerly of Zimmer Bros. Inc.;

THENCE along the northerly line of lands now or formerly of Zimmer Bros. Inc.,

29) North 45° 06' 50" West 36.44 feet to the Northwest corner of lands now or formerly of Zimmer Bros. Inc.;

THENCE along the West side of the building standing on lands now or formerly of Zimmer Bros. Inc.,

30) South 45° 03' 30" West 110.00 feet to the point of BEGINNING.

**WALLACE CAMPUS MANAGER LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS**

The undersigned, being all of the members of Wallace Campus Manager LLC, a New York limited liability company (the "Company") hereby certify as of November __, 2020, as follows and adopt the following resolutions and authorize the Company to authorize and direct Hercules Argyriou (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 319, 325, 327-329 and 331 Main Street, Poughkeepsie, NY, 12601; Section 6162, Block 77, Lots 109077, 109079, 114098, and Section 6162, Block 78, Lot 127091. (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, enter into a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and undertake certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

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

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

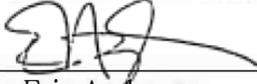
RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Hercules Argyriou	

IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on November 12, 2020.

MEMBERS:

POK Wallace Partner LLC



By: Eric Anderson

Wallace ALCD MEGA JV LLC



By: Hercules Argyriou