



Department of  
Environmental  
Conservation

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

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

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

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

- Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]
- Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]
- Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.
- Other (explain in detail below)

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

This BCA amendment is sought to: 1) change BCP site owner from Sam Plesser to Wildberry Lodge LLC and 2) to add two more entities, Turk Hospitality Group, LLC and Wildberry Lodge LLC, as Applicants.

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

Section I. Existing Application Information		
BCP SITE NAME: Plesser Property		BCP SITE NUMBER: C356053
NAME OF CURRENT APPLICANT(S): Mega Funworks, Inc.		
INDEX NUMBER OF EXISTING AGREEMENT: C356053-03		DATE OF EXISTING AGREEMENT: 05/22/15
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME Turk Hospitality Group, LLC		
ADDRESS Rocking Horse Ranch, 600 Route 44-55		
CITY/TOWN Highland		ZIP CODE 12528
PHONE 845.691-2927	FAX 845.691.6434	E-MAIL Steve@Rhranch.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> <li>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 &amp; 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.</li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Steve Turk		
ADDRESS Rocking Horse Ranch, 600 Route 44-55		
CITY/TOWN Highland		ZIP CODE 12528
PHONE 845.691.2927	FAX 845.691.6434	E-MAIL Steve@Rhranch.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) James McIver, C.T. Male Associates		
ADDRESS 652 Route 299, Suite 204-B		
CITY/TOWN Highland		ZIP CODE 12528
PHONE 845.883.0964	FAX 845.883.0965	E-MAIL jmciver@ctmale.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Gary S. Bowitch, Bowitch & Coffey, LLC		
ADDRESS 17 Elk Street		
CITY/TOWN Albany		ZIP CODE 12207
PHONE 518.813.9500	FAX 518.478.8800	E-MAIL bowitch@bcalbany.com
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant: The Requestor's Managing Member (Steven Turk) is the same as the Applicant's President.		

**Section I. Existing Application Information**

BCP SITE NAME: Plesser Property BCP SITE NUMBER: C356053

NAME OF CURRENT APPLICANT(S): Mega Funworks, Inc.

INDEX NUMBER OF EXISTING AGREEMENT: C356053-03 DATE OF EXISTING AGREEMENT: 05/22/15

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

NAME Wildberry Lodge LLC

ADDRESS Rocking Horse Ranch, 600 Route 44-55

CITY/TOWN Highland ZIP CODE 12528

PHONE 845.691-2927 FAX 845.691.6434 E-MAIL Steve@Rhranch.com

Is the requestor authorized to conduct business in New York State (NYS)?  Yes  No

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

NAME OF NEW REQUESTOR'S REPRESENTATIVE Steve Turk

ADDRESS Rocking Horse Ranch, 600 Route 44-55

CITY/TOWN Highland ZIP CODE 12528

PHONE 845.691.2927 FAX 845.691.6434 E-MAIL Steve@Rhranch.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) James McIver, C.T. Male Associates

ADDRESS 652 Route 299, Suite 204-B

CITY/TOWN Highland ZIP CODE 12528

PHONE 845.883.0964 FAX 845.883.0965 E-MAIL jmciver@ctmale.com

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Gary S. Bowitch, Bowitch & Coffey, LLC

ADDRESS 17 Elk Street

CITY/TOWN Albany ZIP CODE 12207

PHONE 518.813.9500 FAX 518.478.8800 E-MAIL bowitch@bcalbany.com

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?  Yes  No

Describe Requestor's Relationship to Existing Applicant:  
The Requestor's Managing Member (Steven Turk) is the same as the Applicant's President.

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

OWNER'S NAME (if different from requestor) Wildberry Lodge LLC

ADDRESS Rocking Horse Ranch, 600 Route 44-55

CITY/TOWN Highland

ZIP CODE 12528

PHONE 845.691.2927

FAX 845.691.6434

E-MAIL Steve@Rhranch.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

<input type="checkbox"/> <b>PARTICIPANT</b> 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"/> <b>VOLUNTEER</b> 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.
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Requestor's Relationship to Property (check one):

Prior Owner  
  Current Owner  
  Potential /Future Purchaser  
  Other Future Owner or Operator

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

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

Section V. Property description and description of changes/additions/reductions (if applicable)					
ADDRESS					
CITY/TOWN				ZIP CODE	
TAX BLOCK AND LOT (TBL) (in existing agreement )					
Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

Check appropriate boxes below:

- Changes to metes and bounds description or TBL correction
- Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

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

- Reduction of property
- Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

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

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

**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
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From 6 NYCRR 375- 3.2(a) as of July 1, 2015:</b></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, that 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, that sets affordable units aside for tenants 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>	

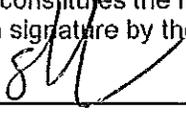
**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

Existing Agreement Information	
BCP SITE NAME: Plesser Property	BCP SITE NUMBER: C356053
NAME OF CURRENT APPLICANT(S): Mega Funworks, Inc.	
INDEX NUMBER OF EXISTING AGREEMENT: C356053-03-15	
EFFECTIVE DATE OF EXISTING AGREEMENT: 05/22/15	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (If applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Managing Member</u>) of (entity <u>Turk Hospitality Group, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p><u>MY</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>3/3/2016</u> Signature: </p> <p>Print Name: <u>Steven Turk</u></p>

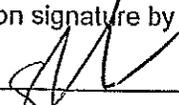
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Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement 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 <u>Managing Member</u> ) of (entity <u>Wildberry Lodge LLC</u> ); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. <u>My</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.  Date: <u>3/3/2016</u> Signature:   Print Name: <u>Steven Turk</u>

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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am President (title) of Mega Funworks, I (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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/3/2016 Signature: [Signature]

Print Name: Steven Turk

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> 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"/> <b>VOLUNTEER</b> 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: MAY 22, 2015

Signature by the Department: AMENDMENT #1

DATED: November 1, 2016

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

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

**SUBMITTAL INFORMATION:**

- **Two (2) copies, one hard copy with original signatures and one electronic copy in 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

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**FOR DEPARTMENT USE ONLY**

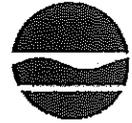
**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_

Change of Use Notification Form  
With Deed and Proof of Recordation

Change of BCP Site Ownership from  
Sam Plesser to Wildberry Lodge

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**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: Plesser Property DEC Site ID No. C356053

II. Contact Information of Person Submitting Notification:

Name: Gary S. Bowitch  
Address1: Bowitch & Coffey LLC, 17 Elk Street, Albany, NY 12207  
Address2: \_\_\_\_\_  
Phone: (518) 813-9500 E-mail: bowitch@bcalbany.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): 07/29/2015

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

Ownership of BCP Site Number C356053 was transferred from Sam Plesser to Wildberry Lodge LLC on 07/29/15. Deed was recorded on 08/3/15. Deed and proof of recordation are attached.

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).



**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)

3/3/2016  
(Date)

Steve Turk, Managing Member

(Print Name)

Address1: Wildberry Lodge LLC, Rocking Horse Ranch, 600 Route 44-55, Highland NY 12528

Address2:

Phone: 845.691-2927 E-mail: Steve@Rhranch.com

Ulster County  
Nina Postupack  
County Clerk  
Kingston, NY 12401



Volm-5905 Pg-37

Instrument Number: 2015- 00009679

Recorded On: August 03, 2015

As  
D01 - Deed

Parties: PLESSER SAM

To  
WILDBERRY LODGE LLC

Billable Pages: 6

Recorded By: SNEERINGER MONAHAN PROVOST

Num Of Pages: 6

Comment:

**\*\* Examined and Charged as Follows: \*\***

D01 - Deed	70.00	RP5217-250	250.00	Tax Affidavit TP 584	5.00
Recording Charge:	325.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	8,000.00	2,000,000.00	1	Basic	0.00
NEW PALTZ				Local	0.00 Special Additional
				Additional	0.00 Transfer
Tax Charge:	8,000.00				8,000.00

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

**File Information:**

Document Number: 2015- 00009679  
Receipt Number: 1459981  
Recorded Date/Time: August 03, 2015 09:25:37A  
Book-Vol/Pg: Bk-D VI-5905 Pg-37  
Cashier / Station: m mpol / Cashier Workstation 7

**Record and Return To:**

CORRIGAN BAKER&LEVINE LLC  
ATTN: ROBERT J LEVINE ESQ  
140 GRAND STREET SUITE 501  
WHITE PLAINS NY 10601



Nina Postupack Ulster County Clerk

Original  
6  
JUL 28 2015

R&R:

N.Y.S.  
TAX

**DEED**

\$

**THIS INDENTURE** is made the 29<sup>th</sup> day of July, 2015, between **Sam Plesser** a/k/a Samuel Plesser, an individual with an address at 1201 South Ocean Drive, Summit Condo, Apt 509, Hollywood, FL 33019 (the "Grantor"), and **Wildberry Lodge LLC**, a New York Limited Liability Company with an address at c/o Rocking Horse Ranch, 600 Route 44/55, Highland, NY 12528 (the "Grantee").

**WITNESSETH:** that the Grantor, in consideration of One Dollar (\$1.00), lawful money of the United States, and other good and valuable consideration, paid by the Grantee, the receipt of which is acknowledged by the Grantor, does hereby grant and release unto the Grantee, its heirs, successors and assigns forever,

**ALL** that certain parcel of land situate in the Town of New Paltz, County of Ulster, State of New York, as more particularly described on Schedule "A" attached hereto and by this reference made a part hereof (the "Premises").

**BEING THE SAME PREMISES** as conveyed to the Grantor by Abram W. Paradies by deed dated October 22, 1985 and recorded on October 23, 1985 in the Ulster County Clerk's Office in Liber 1549 of Deeds at Page 86.

**SUBJECT TO** all easements, restrictions, covenants and conditions of record affecting the Premises.

**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 unto the Grantee, its heirs, heirs and assigns 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 the

CHECKED OC  
ENTERED R  
MARK/OFF



*Westcor Land Title Insurance Company*

*Issued by*

**SNEERINGER MONAHAN PROVOST REDGRAVE**

**TITLE AGENCY, INC.**

**SCHEDULE A DESCRIPTION**

All that certain lot, piece or parcel of land, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York and being more accurately bounded and described as follows:

Beginning at a rebar found marking a point of intersection in the southwesterly sideline of New York State Route 299 with the dividing line between the reputed lands of Gas Land Holding Corp (to the east) and the herein described parcel (to the west);

THENCE, from said point of beginning and along the said reputed lands of Gas Land Holding Corp, the following (3) three courses and distance:

1. South 04 degrees 27 minutes 45 seconds West a distance of 37.90 to a PK nail found;
2. South 10 degrees 31 minutes 45 seconds West a distance of 255.17 feet to a rebar found;
3. South 74 degrees 36 minutes 00 seconds East a distance of 171.57 feet to a rebar found;

THENCE, along the westerly sideline of South Ohioville Road (County Road 22a) the following (3) courses and distances:

1. South 06 degrees 35 minutes 45 seconds West a distance of 227.36 feet to a point;
2. South 14 degrees 19 minutes 45 seconds West a distance of 98.93 feet to a point;
3. South 18 degrees 06 minutes 45 seconds West a distance of 100.00 feet to a rebar found;

THENCE, along the reputed lands of Vlamis as Trustee, North 72 degrees 45 minutes 05 seconds West a distance of 168.32 feet to a point being 0.5 feet more or less, northeasterly of a rebar found;

THENCE, along the same and generally along the easterly side of a ditch, South 09 degrees 44 minutes 45 seconds West a distance of 100.00 feet to a point being 0.5 feet more or less, northeasterly of a rebar found;

THENCE, along the reputed lands of Triceri, South 15 degrees 39 minutes 45 seconds West a distance of 100.00 feet to a point;

THENCE, in part along the same and in part the reputed lands of Joyner, South 14 degrees 07 minutes 45 seconds West a distance of 150.00 feet to a rebar found;

THENCE, along the reputed lands of Curley, North 78 degrees 09 minutes 15 seconds West a distance of 75.00 feet to a rebar found;

THENCE, along the reputed lands of the County of Ulster, North 78 degrees 09 minutes 15 West a distance of 26.56 feet to a tall pipe found;

THENCE, along the same, South 11 degrees 06 minutes 20 seconds West a distance of 273.34 feet to a point;

THENCE, in part along the said reputed lands of the County of Ulster and in part along the reputed lands of Cuccia, South 79 degrees 19 minutes 15 seconds East a distance of 241.00 feet to a point;

THENCE, along the said westerly sideline of South Ohioville Road, South 09 degrees 18 minutes 25 seconds West a distance of 50.03 feet to a point;

*Westcor Land Title Insurance Company*

*Issued by*

**SNEERINGER MONAHAN PROVOST REDGRAVE**

**TITLE AGENCY, INC.**

THENCE, along the reputed lands of Morning Star Properties, North 79 degrees 19 minutes 15 seconds West, passing through a rebar found at a distance of 0.72 feet, a total distance of 250.00 feet to a point;

THENCE, along the same and generally along a ditch, South 12 degrees 44 minutes 25 seconds West a distance of 581.27 feet to a point;

THENCE, along the reputed lands of Vlamis, South 01 degrees 51 minutes 45 seconds West a distance of 261.00 feet to a rebar found;

THENCE, along the same, South 62 degrees 36 minutes 15 seconds East a distance of 10.20 feet to a point;

THENCE, in part along the reputed lands of Vlamis as Trustee, in part along the reputed lands of Sinagra and in part along stonewall remains, South 15 degrees 04 minutes 45 seconds West a distance of 443.90 feet to a point;

THENCE, along the reputed lands of Dietz Tree Service, Inc. and in part the general line of a stonewall, the following (3) three courses and distances:

1. North 64 degrees 53 minutes 15 seconds West a distance of 611.70 feet to a point;
2. North 54 degrees 06 minutes 15 seconds West a distance of 69.60 feet to a point;
3. North 63 degrees 03 minutes 15 seconds West a distance of 611.60 feet to a point;

THENCE, along the easterly sideline of the New York State Thruway, Route 87 exchange the following (6) six courses and distances:

1. North 46 degrees 05 minutes 45 seconds East, passing by a concrete monument found 0.4 feet more or less easterly of the line at a distance of 295.39 feet, for a total distance of 329.89 feet to a point of curvature;
2. along a curve to the left, having a radius of 700.00 feet, passing by a concrete monument found 0.3 feet more or less westerly of the curve at an arc length of 149.57 feet, a total arc length of 478.07 feet as formulated by the central angle 39 degrees 07 minutes 50 seconds to a point of tangency, said point of tangency being 0.5 feet more or less northeasterly of a concrete monument found;
3. North 06 degrees 57 minutes 55 seconds East a distance of 951.76 feet to a concrete monument found;
4. South 89 degrees 12 minutes 20 seconds East a distance of 32.04 feet to a concrete monument found;
5. North 00 degrees 10 minutes 15 seconds West a distance of 134.47 feet to concrete monument remains found;
6. North 12 degrees 36 minutes 45 seconds East a distance of 52.70 feet to a concrete monument found;

THENCE, along the reputed lands of Getman, North 82 degrees 22 minutes 45 seconds East a distance of 217.96 feet to a point 0.3 feet more or less northeast of a rebar found;

THENCE, along the westerly end of Paradies Lane, South 09 degrees 35 minutes 00 seconds East a distance of 49.48 feet to a rebar found;

*Westcor Land Title Insurance Company*  
*Issued by*  
**SNEERINGER MONAHAN PROVOST REDGRAVE**  
**TITLE AGENCY, INC.**

THENCE, along the southeasterly sideline of Paradies Lane the following (3) three courses and distances:

1. North 76 degrees 55 minutes 45 seconds East a distance of 156.30 feet to a point;
2. North 64 degrees 59 minutes 25 seconds East a distance of 126.34 feet to a point;
3. North 60 degrees 57 minutes 45 seconds East a distance of 466.00 feet to a rebar found at a non-tangent point of curvature;

THENCE, along the aforementioned southwesterly sideline of New York State Route 299, and a curve, concave westerly, having a radius of 5607.58 feet, an arc length of 275.85 feet as formulated by the central angle 02 degrees 49 minutes 07 seconds and subtended by the chord bearing, South 78 degrees 49 minutes 15 seconds East at a distance of 275.82 feet to the point or place of beginning;

FOR CLOSING INSTRUMENTS ONLY—NOT FOR POLICY: (Containing 57.392 acres of land more or less.)

As surveyed by Engineering & Surveying Properties, PC on April 16, 2015, utilizing State Plane Coordinate System NAD83, Zone 3101 for the basis of bearing as determined by GPS observations.

NYS Department of State  
Division of Corporations Records

**Wildberry Lodge LLC**

**And**

**Turk Hospitality Group, LLC**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through January 25, 2016.

---

Selected Entity Name: WILDBERRY LODGE LLC  
Selected Entity Status Information

**Current Entity Name:** WILDBERRY LODGE LLC

**DOS ID #:** 4686659

**Initial DOS Filing Date:** DECEMBER 31, 2014

**County:** ULSTER

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

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

C/O ROCKING HORSE RANCH ATTN:STEVEN TURK  
600 ROUTE 44/55  
HIGHLAND, NEW YORK, 12528

#### Registered Agent

NONE

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

**\*Stock Information**

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

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
DEC 31, 2014	Actual	WILDBERRY LODGE LLC

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

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

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# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through January 25, 2016.

---

Selected Entity Name: TURK HOSPITALITY GROUP, LLC

Selected Entity Status Information

**Current Entity Name:** TURK HOSPITALITY GROUP, LLC

**DOS ID #:** 4475089

**Initial DOS Filing Date:** OCTOBER 18, 2013

**County:** ULSTER

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

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

C/O ROCKING HORSE RANCH  
ATTN: STEVEN TURK  
600 ROUTE 44/55  
HIGHLAND, NEW YORK, 12528

**Registered Agent**

NONE

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

Entity Information  
certificate.

**\*Stock Information**

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

\*Stock information is applicable to domestic business corporations.

**Name History**

Filing Date	Name Type	Entity Name
OCT 18, 2013	Actual	TURK HOSPITALITY GROUP, LLC

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

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

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**Operating Agreement**

**Wildberry Lodge LLC**

**OPERATING AGREEMENT  
OF  
WILDBERRY LODGE LLC**

This Operating Agreement (this "Agreement") of Wildberry Lodge LLC (the "Company"), is entered into as of the 16<sup>th</sup> day of January, 2015, by and between the signatories listed on Schedule A annexed hereto and made a part hereof, and any other individual or entity that may become a member of the Company in accordance with the terms hereof (collectively, the "Members").

**WHEREAS**, the Articles of Organization of the Company were filed with Department of State of the State of New York on January 2, 2015;

**WHEREAS**, the parties hereto desire to conduct a limited liability company pursuant to and in accordance with the New York Limited Liability Company Law, as amended from time to time (the "Law"),

**NOW, THEREFORE**, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**Purpose.** The purpose and nature of the business of the Company is to conduct any business that a limited liability company organized pursuant to the Law may lawfully conduct, and to do anything necessary or incidental with respect to the foregoing. In furtherance of the purpose of the Company as set forth herein, the Company shall have and may exercise all powers and rights which a limited liability company may exercise pursuant to the Law.

**Term.** The term of the Company shall be perpetual, unless the Company is dissolved at the election of the Managing Member(s) (as defined below) at any time. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member shall not cause a dissolution of the Company if the Managing Member(s) elect to continue the business of the Company and there remains at least one Member.

**Members.** The names and present mailing addresses of the Members, all of whom are of a single class of Members, are as set forth on the Schedule A attached hereto, as same may be amended from time to time with the consent of the Managing Member(s). Each Member's ownership interest in the Company shall be designated by units ("Units") and each Member's percentage interest (the "Percentage Interest") shall mean, such percentage (%) determined by the following fraction: (a) the specific number of Units held by one Member (the "numerator"), divided by (ii) the total number of Units held by all Members (the "denominator").

**Voting.** Unless otherwise provided in writing, the Managing Member(s) shall be the only Members of the Company with voting rights.

**Admission of Additional Members.** One or more additional Members of the Company may be admitted to the Company with the unanimous written consent of the Managing Member(s) upon

such terms as the Managing Member(s) shall determine in their sole discretion.

**Management; Compensation.** Steven Turk and Shelley Turk shall initially be the "Managing Members". The number of Managing Members may be increased or decreased from time to time by the unanimous vote of the Managing Member(s), but in no case shall there be less than one (1) Managing Member, provided any successor must be approved by the majority in interest of Members. Each of the Managing Member(s) shall hold office until such Managing Member's successor shall have been duly elected. A Managing Member need not be a resident of New York or be a Member. At any time when there is more than one Managing Member, any one (1) Managing Member may take any action permitted to be taken by the Managing Member(s) unless the affirmative vote, approval or consent (including consent by joint or parallel action) of the majority in interest of the Members and/or the majority vote of the Managing Member(s) is required pursuant to this Operating Agreement or the Law. Any difference arising as to any matter within the authority of the Managing Member(s) shall be decided by a majority of the Managing Member(s). No change in the identity or number of the Managing Member(s) shall be made without the approval of the majority in interest of Members.

The business and affairs of the Company shall be managed solely by the Managing Member(s). The Managing Member(s) shall have and may exercise all of the powers and duties vested in managing members by law or by this Operating Agreement. The Managing Member(s) shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, and to make all decisions regarding those matters.

A Managing Member(s) shall be entitled to receive compensation for acting as the Managing Member(s). Such fee will be determined annually by the unanimous vote of the Managing Member(s). The Managing Member(s) shall also be entitled to reimbursement of all reasonable out-of-pocket expenses incurred on behalf of the Company.

**Officers.** The Managing Member(s) may hire employees and appoint officers of the Company to oversee the daily operation of the Company. Such officers shall be subject to removal by the Managing Member(s) at any time, with or without reason. The Managing Member(s), and any officer authorized by the Managing Member(s), is authorized to execute, deliver and file, in the name of and on behalf of the Company, any and all documents, agreements, certificates, receipts, instruments, forms, letters, or similar documents and to do or cause to be done any other actions as the Managing Member(s), or such authorized officer, may deem necessary or desirable to further the interests of the Company, except as may be limited by the Law or the terms of this Agreement.

**Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent required under the Law.

**Exculpation of Managing Member; Officers.** Neither the Managing Member(s) nor any officer of the Company shall be liable for any breach of duty in such capacity, except that if a judgment or other final adjudication adverse to the Managing Member(s) or such officer establishes that such acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law. The Company shall defend, indemnify and hold harmless each Managing Member, Member and each officer of the Company against any loss, damage or

expense (including, without limitation, attorney's fees and the costs of enforcing this Section) incurred by any such Managing Member, Member or any such officer as a result of any act performed or omitted on behalf of the Company or in furtherance of its interests, except to the extent that it is finally determined that the Managing Member, Member or such officer acted in bad faith or committed intentional misconduct or a knowing violation of the law. The Company shall, at the request of the Managing Member, Member or such officer, advance amounts and/or pay expenses as incurred in connection with the Company's indemnification obligation herein.

**Capital Contributions.** Each Member has contributed to the capital of the Company an amount equal to the capital contribution indicated on Schedule A attached hereto. The Members are not required to make any additional capital contributions to the Company.

**Capital Accounts; Allocation of Profits and Losses.** A separate capital account shall be maintained for each Member throughout the term of the Company in accordance with the regulations promulgated under Section 704 of the Internal Revenue Code of 1986, as amended.

The Company's profits and losses (including items of loss, deduction or credit entering into the computation thereof), if any, shall be allocated among the Members in proportion to their respective Percentage Interest in the Company.

**Fiscal Year.** The Company's Fiscal Year shall mean the calendar year, unless changed by the Managing Member(s).

**Withdrawal by a Member; Resignation of the Managing Member.** No Member shall be entitled to withdraw all or any portion of such Member's capital account without the prior written consent of the Managing Member(s), which consent may be withheld in their sole discretion.

The Managing Member(s) shall have the right to resign as such upon at least ten (10) days prior written notice to the Company, in which case the Members, acting by a majority-in-interest, may appoint a successor(s) prior to such resignation.

**Distributions.** From time to time, the Managing Member(s) shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs of the Company, including, without limitation, needs for operating expenses, Managing Member fees, debt service and reserves, if any. To the extent there is excess cash on hand and the Managing Member(s) decide to make Distributions to the Members, the Managing Member(s) are required to make such distributions to the Members in proportion to their respective Percentage Interest in the Company.

**Federal Income Taxation.** Each Member acknowledges that the Company is intended to be treated as a partnership under the Internal Revenue Code.

**Transfer Restrictions.** A Member may not assign, convey, pledge, encumber or otherwise transfer in whole or in part such Member's rights and interest under this Agreement without the prior written consent of the Managing Member(s), which consent may be withheld in their sole discretion. No purported third party assignee or transferee shall have any rights or be recognized as a substitute Member without the prior written consent of the Managing Member(s), which consent may be withheld in their sole discretion.

**Bank Accounts; Checks and Notes.** The Managing Member(s) and any individual authorized in writing by the Managing Member(s) are, and each acting alone is, hereby authorized and directed: (a) to establish on behalf of the Company account(s) at one or more banks and brokers which may be selected in its discretion; and (b) on the Company's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, all rights and remedies being governed by said laws. If any provision of this Agreement conflicts with a default rule under the Law, this Agreement shall govern.

**Amendments.** This Agreement may not be amended without the written consent of the Managing Member(s).

**Successors and Assigns.** This Agreement is binding upon, and inures to the exclusive benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

**Gender; Pronouns; Headings.** The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

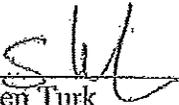
**Severability.** Each provision of this Agreement shall be considered severable. If for any reason any provision(s) herein are determined to be unenforceable under any existing or future law, rule or regulation, such unenforceability shall not affect or impair the operation of the remaining enforceable provisions of this Agreement.

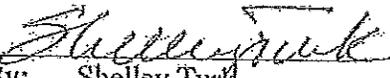
**Counterparts; Facsimile Signatures.** The Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatory to the original or the same counterpart. Any counterpart of the Agreement shall for all purposes be deemed a fully executed instrument. The delivery of a signed counterpart by facsimile or other electronic means shall be binding on the signatory.

[Balance of page intentionally left blank. Signatures follow.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first written above.

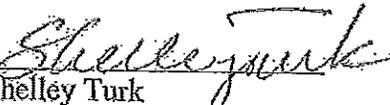
**WILDBERRY LODGE LLC,**  
as Company

  
By: Steven Turk  
Title: Managing Member

  
By: Shelley Turk  
Title: Managing Member

**MEMBERS:**

  
Steven Turk

  
Shelley Turk

[Signature page to Operating Agreement of Wildberry Lodge LLC]

SCHEDULE A

<u>Name/Address</u>	<u>Initial Capital Contribution</u>	<u>Units</u>
Steven Turk c/o Rocking Horse Ranch 600 Route 44/55 Highland, NY 12528	\$500	50
Shelley Turk c/o Rocking Horse Ranch 600 Route 44/55 Highland, NY 12528	\$500	50

Operating Agreement

**Turk Hospitality Group, LLC**

**OPERATING AGREEMENT  
OF  
TURK HOSPITALITY GROUP, LLC**

This Operating Agreement (this "Agreement") of Turk Hospitality Group, LLC (the "Company"), is entered into as of the 1<sup>st</sup> day of November, 2013, by and between the signatories listed on Schedule A annexed hereto and made a part hereof, and any other individual or entity that may become a member of the Company in accordance with the terms hereof (collectively, the "Members").

**WHEREAS**, the Articles of Organization of the Company were filed with Department of State of the State of New York on October 21, 2013;

**WHEREAS**, the parties hereto desire to conduct a limited liability company pursuant to and in accordance with the New York Limited Liability Company Law, as amended from time to time (the "Law"),

**NOW, THEREFORE**, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**Purpose.** The purpose and nature of the business of the Company is to conduct any business that a limited liability company organized pursuant to the Law may lawfully conduct, and to do anything necessary or incidental with respect to the foregoing. In furtherance of the purpose of the Company as set forth herein, the Company shall have and may exercise all powers and rights which a limited liability company may exercise pursuant to the Law.

**Term.** The term of the Company shall be perpetual, unless the Company is dissolved at the election of the Managing Member(s) (as defined below) at any time. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member shall not cause a dissolution of the Company if the Managing Member(s) elect to continue the business of the Company and there remains at least one Member.

**Members.** The names and present mailing addresses of the Members, all of whom are of a single class of Members, are as set forth on the Schedule A attached hereto, as same may be amended from time to time with the consent of the Managing Member(s). Each Member's ownership interest in the Company shall be designated by units ("Units") and each Member's percentage interest (the "Percentage Interest") shall mean, such percentage (%) determined by the following fraction: (a) the specific number of Units held by one Member (the "numerator"), divided by (ii) the total number of Units held by all Members (the "denominator").

**Voting.** Unless otherwise provided in writing, the Managing Member(s) shall be the only Members of the Company with voting rights.

**Admission of Additional Members.** One or more additional Members of the Company may be admitted to the Company with the unanimous written consent of the Managing Member(s) upon

such terms as the Managing Member(s) shall determine in their sole discretion.

**Management; Compensation.** Steven Turk and Shelley Turk shall initially be the “Managing Members”. The number of Managing Members may be increased or decreased from time to time by the unanimous vote of the Managing Member(s), but in no case shall there be less than one (1) Managing Member, provided any successor must be approved by the majority in interest of Members. Each of the Managing Member(s) shall hold office until such Managing Member’s successor shall have been duly elected. A Managing Member need not be a resident of New York or be a Member. At any time when there is more than one Managing Member, any one (1) Managing Member may take any action permitted to be taken by the Managing Member(s) unless the affirmative vote, approval or consent (including consent by joint or parallel action) of the majority in interest of the Members and/or the majority vote of the Managing Member(s) is required pursuant to this Operating Agreement or the Law. Any difference arising as to any matter within the authority of the Managing Member(s) shall be decided by a majority of the Managing Member(s). No change in the identity or number of the Managing Member(s) shall be made without the approval of the majority in interest of Members.

The business and affairs of the Company shall be managed solely by the Managing Member(s). The Managing Member(s) shall have and may exercise all of the powers and duties vested in managing members by law or by this Operating Agreement. The Managing Member(s) shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, and to make all decisions regarding those matters.

A Managing Member(s) shall be entitled to receive compensation for acting as the Managing Member(s). Such fee will be determined annually by the unanimous vote of the Managing Member(s). The Managing Member(s) shall also be entitled to reimbursement of all reasonable out-of-pocket expenses incurred on behalf of the Company.

**Officers.** The Managing Member(s) may hire employees and appoint officers of the Company to oversee the daily operation of the Company. Such officers shall be subject to removal by the Managing Member(s) at any time, with or without reason. The Managing Member(s), and any officer authorized by the Managing Member(s), is authorized to execute, deliver and file, in the name of and on behalf of the Company, any and all documents, agreements, certificates, receipts, instruments, forms, letters, or similar documents and to do or cause to be done any other actions as the Managing Member(s), or such authorized officer, may deem necessary or desirable to further the interests of the Company, except as may be limited by the Law or the terms of this Agreement.

**Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent required under the Law.

**Exculpation of Managing Member; Officers.** Neither the Managing Member(s) nor any officer of the Company shall be liable for any breach of duty in such capacity, except that if a judgment or other final adjudication adverse to the Managing Member(s) or such officer establishes that such acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law. The Company shall defend, indemnify and hold harmless each Managing Member, Member and each officer of the Company against any loss, damage or

expense (including, without limitation, attorney's fees and the costs of enforcing this Section) incurred by any such Managing Member, Member or any such officer as a result of any act performed or omitted on behalf of the Company or in furtherance of its interests, except to the extent that it is finally determined that the Managing Member, Member or such officer acted in bad faith or committed intentional misconduct or a knowing violation of the law. The Company shall, at the request of the Managing Member, Member or such officer, advance amounts and/or pay expenses as incurred in connection with the Company's indemnification obligation herein.

**Capital Contributions.** Each Member has contributed to the capital of the Company an amount equal to the capital contribution indicated on Schedule A attached hereto. The Members are not required to make any additional capital contributions to the Company.

**Capital Accounts; Allocation of Profits and Losses.** A separate capital account shall be maintained for each Member throughout the term of the Company in accordance with the regulations promulgated under Section 704 of the Internal Revenue Code of 1986, as amended.

The Company's profits and losses (including items of loss, deduction or credit entering into the computation thereof), if any, shall be allocated among the Members in proportion to their respective Percentage Interest in the Company.

**Fiscal Year.** The Company's Fiscal Year shall mean the calendar year, unless changed by the Managing Member(s).

**Withdrawal by a Member; Resignation of the Managing Member.** No Member shall be entitled to withdraw all or any portion of such Member's capital account without the prior written consent of the Managing Member(s), which consent may be withheld in their sole discretion.

The Managing Member(s) shall have the right to resign as such upon at least ten (10) days prior written notice to the Company, in which case the Members, acting by a majority-in-interest, may appoint a successor(s) prior to such resignation.

**Distributions.** From time to time, the Managing Member(s) shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs of the Company, including, without limitation, needs for operating expenses, Managing Member fees, debt service and reserves, if any. To the extent there is excess cash on hand and the Managing Member(s) decide to make Distributions to the Members, the Managing Member(s) are required to make such distributions to the Members in proportion to their respective Percentage Interest in the Company.

**Federal Income Taxation.** Each Member acknowledges that the Company is intended to be treated as a partnership under the Internal Revenue Code.

**Transfer Restrictions.** A Member may not assign, convey, pledge, encumber or otherwise transfer in whole or in part such Member's rights and interest under this Agreement without the prior written consent of the Managing Member(s), which consent may be withheld in their sole discretion. No purported third party assignee or transferee shall have any rights or be recognized as a substitute Member without the prior written consent of the Managing Member(s), which consent may be withheld in their sole discretion.

**Bank Accounts; Checks and Notes.** The Managing Member(s) and any individual authorized in writing by the Managing Member(s) are, and each acting alone is, hereby authorized and directed: (a) to establish on behalf of the Company account(s) at one or more banks and brokers which may be selected in its discretion; and (b) on the Company's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, all rights and remedies being governed by said laws. If any provision of this Agreement conflicts with a default rule under the Law, this Agreement shall govern.

**Amendments.** This Agreement may not be amended without the written consent of the Managing Member(s).

**Successors and Assigns.** This Agreement is binding upon, and inures to the exclusive benefit of, the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

**Gender; Pronouns; Headings.** The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

**Severability.** Each provision of this Agreement shall be considered severable. If for any reason any provision(s) herein are determined to be unenforceable under any existing or future law, rule or regulation, such unenforceability shall not affect or impair the operation of the remaining enforceable provisions of this Agreement.

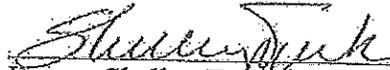
**Counterparts; Facsimile Signatures.** The Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatory to the original or the same counterpart. Any counterpart of the Agreement shall for all purposes be deemed a fully executed instrument. The delivery of a signed counterpart by facsimile or other electronic means shall be binding on the signatory.

[Balance of page intentionally left blank. Signatures follow.]

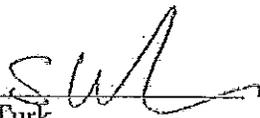
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first written above.

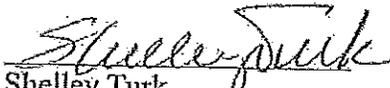
**TURK HOSPITALITY GROUP, LLC,**  
as Company

  
By: Steven Turk  
Title: Managing Member

  
By: Shelley Turk  
Title: Managing Member

**MEMBERS:**

  
Steven Turk

  
Shelley Turk

[Signature page to Operating Agreement]

SCHEDULE A

<u>Name/Address</u>	<u>Initial Capital Contribution</u>	<u>Units</u>
Steven Turk c/o Rocking Horse Ranch 600 Route 44/55 Highland, NY 12528	\$500	50
Shelley Turk c/o Rocking Horse Ranch 600 Route 44/55 Highland, NY 12528	\$500	50

## **Site Access Letters**

Mr. Steven Turk  
Wildberry Lodge, LLC  
600 State Rt 44-55  
Highland, NY 12528

February 5, 2016

Mr. Steven Turk  
Turk Hospitality, LLC  
c/o Rocking Horse Ranch  
600 State Rt 44-55  
Highland, NY 12528

Re: Property located in the New Paltz Township, Ulster County, New York, identified on the Tax Map for the Town of New Paltz as Section 86.12, Block 5, Lots 12.31 and 12.32, containing approximately 57.3 acres (collectively the "Premises")  
*BCP Site Name: Plessner Property*  
*Location of Site: Paradies Lane, Ulster County, New Paltz, New York*  
*Index No.: C356053-03-15*

Dear Mr. Turk,

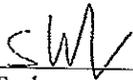
On behalf of Wildberry Lodge, LLC as owner of the Premises, this letter is provided to formally grant Turk Hospitality, LLC full access to the Premises to perform any and all activities necessary to implement the Brownfield Cleanup Project at the Premises.

Sincerely,



Steven Turk  
Managing Member  
Wildberry Lodge, LLC

Agreed and Accepted



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Steven Turk  
Managing Member  
Turk Hospitality, LLC

Mr. Steven Turk  
Wildberry Lodge, LLC  
600 State Rt 44-55  
Highland, NY 12528

February 5, 2016

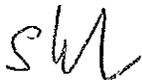
Mr. Steven Turk  
MegaFun Works, Inc.  
c/o Rocking Horse Ranch  
600 State Rt 44-55  
Highland, NY 12528

Re: Property located in the New Paltz Township, Ulster County, New York, identified on the Tax Map for the Town of New Paltz as Section 86.12, Block 5, Lots 12.31 and 12.32, containing approximately 57.3 acres (collectively the "Premises")  
*BCP Site Name: Plessner Property*  
*Location of Site: Paradies Lane, Ulster County, New Paltz, New York*  
*Index No.: C356053-03-15*

Dear Mr. Turk,

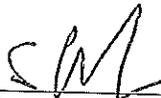
On behalf of Wildberry Lodge, LLC as owner of the Premises, this letter is provided to formally grant MegaFun Works, Inc. full access to the Premises to perform any and all activities necessary to implement the Brownfield Cleanup Project at the Premises.

Sincerely,



Steven Turk  
Managing Member  
Wildberry Lodge, LLC

Agreed and Accepted



---

Steven Turk  
President / Owner  
MegaFun Works