



**Department of
Environmental
Conservation**

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF of the application form plus supplemental information, excluding the previous environmental reports and work plans, if applicable;
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. Compress all files (PDFs) into one zipped/compressed folder.
3. Submit the application to the Site Control Section either via email or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both email and ground mail.

a. VIA EMAIL:

- Upload the compressed folder to the NYSDEC File Transfer Service. (<http://fts.dec.state.ny.us/fts>) or another file-sharing service.
- Copy the download link into the body of an email with any other pertinent information or cover letter attached to the email.
- Subject line of the email: “BCP Application NEW - *Proposed Site Name*”
- Email your submission to DESiteControl@dec.ny.gov – do NOT copy Site Control staff.

b. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:
 Chief, Site Control Section
 Division of Environmental Remediation
 625 Broadway, 11th Floor
 Albany, NY 12233-7020

PROPOSED SITE NAME:

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C360237

☒

Yes

☐

No



Department of
Environmental
Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 15 – May 2023

SECTION I: Property Information

PROPOSED SITE NAME **South Main Petroleum Site Assemblage**

ADDRESS/LOCATION **2,14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue**

CITY/TOWN **Port Chester, New York**

ZIP CODE **10573**

MUNICIPALITY (LIST ALL IF MORE THAN ONE) **Westchester County, Village of Port Chester, Town of Rye**

COUNTY **Westchester**

SITE SIZE (ACRES) **0.62**

LATITUDE

LONGITUDE

41°	00'	00.9N	73°	39'	51.5W
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Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
2 S. Main Street (former 2-10 S. Main St and 7 E. Broadway)	142.30	2	69	0.37
14 & 16 S. Main Street	142.30	2	48;47	0.05;0.13
15 E. Broadway;106 Westchester Avenue	142.30	2	58;54	0.05;0.02

1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Is the required property map included with the application? (Application will not be processed without a map)	<input checked="" type="radio"/> Y	<input type="radio"/> N
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: <u>80</u> Percentage of property in En-zone (check one): 0% <input type="radio"/> 1-49% <input type="radio"/> 50-99% <input type="radio"/> 100% <input checked="" type="radio"/>	<input checked="" type="radio"/> Y	<input type="radio"/> N
4. Is the project located within a disadvantaged community? See application instructions for additional information.	<input checked="" type="radio"/> Y	<input type="radio"/> N
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	<input type="radio"/> Y	<input checked="" type="radio"/> N
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	<input type="radio"/> Y	<input checked="" type="radio"/> N

SECTION I: Property Information (CONTINUED)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		<input type="radio"/>	<input checked="" type="radio"/>
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		<input type="radio"/>	<input checked="" type="radio"/>
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		<input type="radio"/>	<input checked="" type="radio"/>
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		<input type="radio"/>	<input checked="" type="radio"/>
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		<input type="radio"/>	<input checked="" type="radio"/>
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Easement/Right-of-Way Holder</u> See narrative describing one easement that will be terminated </div> <div style="width: 45%;"> <u>Description</u> This easement will not impact remediation. </div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"><u>Type</u></div> <div style="width: 30%;"><u>Issuing Agency</u></div> <div style="width: 30%;"><u>Description</u></div> </div>		<input type="radio"/>	<input checked="" type="radio"/>
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		<input checked="" type="radio"/>	<input type="radio"/>
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		<input type="radio"/>	<input type="radio"/>
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		<input type="radio"/>	<input type="radio"/>
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		<input type="radio"/>	<input type="radio"/>
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions. Initials of each Requestor: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 15%; border-bottom: 1px solid black;"></div> <div style="width: 15%; border-bottom: 1px solid black;"></div> <div style="width: 15%; border-bottom: 1px solid black;"></div> <div style="width: 15%; border-bottom: 1px solid black;"></div> <div style="width: 15%; border-bottom: 1px solid black;"></div> <div style="width: 15%; border-bottom: 1px solid black;"></div> <div style="width: 15%; border-bottom: 1px solid black;"></div> </div>			

SECTION II: Project Description

1. The project will be starting at: ☒ Investigation ☐ Remediation

NOTE: If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see [DER-10, Technical Guidance for Site Investigation and Remediation](#) for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

☐ Yes ☐ No ☒ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☒ RIWP ☐ RAWP ☐ IRM ☐ No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued.

Is this information attached? ☒ Yes ☐ No

SECTION III: Land Use Factors

1. What is the property's current municipal zoning designation? CD-6 Urban Core District

2. What uses are allowed by the property's current zoning (select all that apply)?

Residential ☒ Commercial ☒ Industrial ☐

3. Current use (select all that apply):

Residential ☒ Commercial ☒ Industrial ☐ Recreational ☐ Vacant ☒

4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant.
Is this summary included with the application?

Y ☒ N ☐

5. Reasonably anticipated post-remediation use (check all that apply):

Residential ☒ Commercial ☒ Industrial ☐

If residential, does it qualify as single-family housing?

N/A ☐ ☒

6. Please provide a statement detailing the specific proposed post-remediation use.
Is this summary attached?

☒ ☐

7. Is the proposed post-remediation use a renewable energy facility?
See application instructions for additional information.

☐ ☒

8. Do current and/or recent development patterns support the proposed use?

☒ ☐

9. Is the proposed use consistent with applicable zoning laws/maps?
Please provide a brief explanation. Include additional documentation if necessary.

☒ ☐

10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?
Please provide a brief explanation. Include additional documentation if necessary.

☒ ☐

SECTION IV: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following:

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA: INDICATE (BY SELECTING THE OPTIONS BELOW) KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. DATA SUMMARY TABLES SHOULD BE INCLUDED AS AN ATTACHMENT, WITH LABORATORY REPORTS REFERENCED AND INCLUDED.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Chlorinated Solvents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other VOCs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SVOCs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Metals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PFAS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1,4-dioxane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other – indicated below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Please describe other known contaminants and the media affected:

Some free product was observed

3. For each impacted medium above, include a site drawing indicating:

- Sample location
- Date of sampling event
- Key contaminants and concentration detected
- For soil, highlight exceedances of reasonably anticipated use
- For groundwater, highlight exceedances of 6 NYCRR part 703.5
- For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application?

☒ YES

☐ NO

4. Indicate Past Land Uses (check all that apply):

<input type="checkbox"/> Coal Gas Manufacturing	<input type="checkbox"/> Manufacturing	<input checked="" type="checkbox"/> Agricultural Co-Op	<input type="checkbox"/> Dry Cleaner
<input type="checkbox"/> Salvage Yard	<input type="checkbox"/> Bulk Plant	<input type="checkbox"/> Pipeline	<input type="checkbox"/> Service Station
<input type="checkbox"/> Landfill	<input type="checkbox"/> Tannery	<input checked="" type="checkbox"/> Electroplating	<input type="checkbox"/> Unknown

Other: Fuel Oil Storage; possible dry cleaning and/or laundry; photo printing; jewelry cleaning

SECTION V: Requestor Information

NAME 2SM Development, LLC

ADDRESS 888 Biscayne Boulevard, Suite 101

CITY/TOWN Miami

STATE Florida

ZIP CODE 33132

PHONE (918) 880-5100

EMAIL rvecsler@hypdev.com

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS 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 with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	<input checked="" type="radio"/>	<input type="radio"/>
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A <input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.	<input checked="" type="radio"/>	<input type="radio"/>

SECTION VI: Requestor Eligibility

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION VI: Requestor Eligibility (CONTINUED)

	Y	N
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved 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?	<input type="radio"/>	<input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>
12. THE REQUESTOR MUST CERTIFY THAT HE/SHE 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 hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.	VOLUNTEER <input checked="" type="checkbox"/> 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 selecting this option, 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; and, (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.	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached? Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>		

SECTION VI: Requestor Eligibility (CONTINUED)

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐ Previous Owner ☒ Current Owner ☒ Potential/Future Purchaser ☐ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** 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 environmental easement on the site.

Is this proof attached?

☒ Yes☐ No☐ N/A**Note:** A purchase contract or lease agreement does not suffice as proof of site access.**SECTION VII: Requestor Contact Information**

REQUESTOR'S REPRESENTATIVE Robert Vecsler

ADDRESS 9 West 57th Street, 46th Floor

CITY New York

STATE New York

ZIP CODE 10019

PHONE (918) 880-5100

EMAIL rvecsler@hypdev.com

REQUESTOR'S CONSULTANT (CONTACT NAME) Ryan Manderbach and Paul McMahon

COMPANY Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.

ADDRESS 21 Penn Plaza 360 31st Street, 8th Floor

CITY New York

STATE New York

ZIP CODE 10001

PHONE (212) 479-5400

EMAIL pmcmahon@langan.com; rmanderbach@langan.com

REQUESTOR'S ATTORNEY (CONTACT NAME) Linda R. Shaw, Esq.

COMPANY Knauf Shaw LLP

ADDRESS 100 South Clinton Avenue, Suite 2600

CITY Rochester

STATE NY

ZIP CODE 14604

PHONE (585) 546-8430

EMAIL lshaw@nyenvlaw.com

SECTION VIII: Program Fee

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver based on demonstration of financial hardship.

	Y	N
1. Is the requestor applying for a fee waiver based on demonstration of financial hardship?	<input type="radio"/>	<input checked="" type="radio"/>
2. If yes, appropriate documentation to demonstrate financial hardship must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application? N/A	<input checked="" type="radio"/>	<input type="radio"/>

SECTION IX: Current Property Owner and Operator Information

CURRENT OWNER Please See Support Narrative for all information required in this Section and Exhibit F.

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

PHONE

EMAIL

OWNERSHIP START DATE

CURRENT OPERATOR

CONTACT NAME

ADDRESS

CITY

STATE

ZIP CODE

PHONE

EMAIL

OPERATION START DATE

SECTION X: Property Eligibility Information

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/>	<input checked="" type="radio"/>

SECTION X: Property Eligibility Information (continued)

	Y	N
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	<input type="radio"/>	<input checked="" type="radio"/>
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. <div style="text-align: right;">N/A <input checked="" type="radio"/></div>	<input type="radio"/>	<input type="radio"/>
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	<input type="radio"/>	<input checked="" type="radio"/>
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>

SECTION XI: Site Contact List

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.

SECTION XII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: _____

Signature: _____

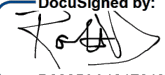
Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am the Authorized Signatory (title) of 2SM Development, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: 7/19/2023

Signature: _____

DocuSigned by:

 D0025AA42476407...

Print Name: Robert Vecsler

**PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR
 DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.**

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 15

Please respond to the questions below and provide additional information and/or documentation as required. Please refer to the application instructions.	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down or underutilized as defined below?		
Upside down	<input type="radio"/>	<input type="radio"/>
Underutilized	<input type="radio"/>	<input type="radio"/>

From ECL 27-1405(31):

“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.

From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application):
375-3.2:

- (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
- (1) the proposed use is at least 75 percent for industrial uses; or
- (2) at which:
- (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
 - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
 - (iii) one or more of the following conditions exists, as certified by the applicant:
 - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
 - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
 - (c) there are no structures.

“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☐ Project is planned as Affordable Housing, but agreement is not yet available*
 *Selecting this option will result in a “pending” status. The regulatory agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.
- ☐ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

- (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.
- (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’ household’s annual gross income.
- (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 homeowners at a defined maximum percentage of the area median income.
- (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.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐

Yes – planned renewable energy facility site with documentation

☐

Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐

No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☐

Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐

No

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING AND SUBMITTING A BCP APPLICATION

The New York State Department of Environmental Conservation (DEC) strongly encourages all applicants to schedule a pre-application meeting with DEC staff to review the benefits, requirements, and procedures for completing a project in the BCP. Contact your [Regional Office](#) to schedule a meeting. To add a party to an existing BCP Agreement, use the [BCP Agreement Amendment Application](#).

For further information regarding the determination of a complete application, please refer to the guidance following these instructions, as well as the [NYSDEC BCP website](#).

SUBMITTAL INSTRUCTIONS

- Compile the application package in the following manner:
 - one file in non-fillable portable document format (PDF) of the application form plus supplemental information, excluding the previous environmental reports and work plans, if applicable;
 - one individual file (PDF) of each previous environmental report; and,
 - one file (PDF) of each work plan being submitted with the application, if applicable.
- Compress all files (PDFs) into one zipped/compressed folder
- Submit the application to the Site Control Section either via email or ground mail, as described below.

Please select only ONE submittal method - do NOT submit both via email and via ground mail.

VIA EMAIL:

- Upload the compressed folder to the NYSDEC File Transfer Service (<https://fts.dec.state.ny.us/fts/>) or another file-sharing service.
- Copy the download link into the body of an email with any other pertinent information or cover letter attached to the email.
- Subject line of the email: *"BCP Application NEW - *Proposed Site Name*"*
- Email your submission to DESiteControl@dec.ny.gov - do NOT copy Site Control staff.

VIA GROUND MAIL:

- Save the application file and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:

Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, NY 12233-7020

SECTION I: Property Information	
PLEASE NOTE	If any changes to SECTION I are required prior to application approval, a new page 2, initialed by each requestor, must be submitted with the revisions.
Proposed Site Name	Provide a name for the proposed site. The name could be an owner's name, current or historical operations (i.e., ABC Furniture) or the general location of the property. Consider whether the property is known by DEC by a particular name, and if so, use that name.
Site Address	Provide a street address, city/town, zip code, and each municipality and county in which the site is located.
Site Size	Provide the approximate acreage of the site.
GIS Information	Provide the latitude and longitude for the approximate center of the property. Show the latitude and longitude in degrees, minutes and seconds.
Tax Parcel Information	Provide the tax parcel address/section/block/lot information and map. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5-minute quad map on which the property appears and clearly indicate the proposed site's location.
Tax Map Boundaries	State whether the boundaries of the site correspond to the tax map boundaries. If no, a metes and bounds description of the property must be attached. The site boundary can occupy less than a tax lot or encompass portions of one or more tax lots and may be larger or smaller than the overall redevelopment/ reuse project area. A site survey with metes and bounds will be required to establish the site boundaries before the Certificate of Completion can be issued.
Site Map	Provide a property base map(s) of sufficient detail, clarity and accuracy to show the following: (i) map scale, north arrow orientation, date, and location of the property with respect to adjacent streets and roadways; and (ii) proposed brownfield property boundary lines, with adjacent property owners clearly identified.
En-zone	If any part of the site is located within an En-zone, please provide a map showing the location of the site with the En-zone overlay. For information on En-zones, please see DEC's website . Note that new En-zone boundaries are effective January 1, 2023.
Disadvantaged Communities	If the site is located within a Disadvantaged Community, please provide a map showing the location of the site with the Disadvantaged Community overlay. For additional information on disadvantaged communities, please refer to the Climate Leadership and Community Protection Act website .

SECTION I: Property Information (continued)

Brownfield Opportunity Area (BOA)	If the site is located within a NYS Department of State designated Brownfield Opportunity Area, please provide a map showing the location of the site with the BOA overlay. For more information on designated BOAs, please refer to the NYS DOS website . Additional information on BOA conformance determinations can be found at the Office of Planning and Development website . A BOA conformance determination cannot be made until a Decision Document has been issued for the site.
Multiple Applications	Generally, only one application can be submitted, and one BCA executed, for a development project. In limited circumstances, the DEC may consider multiple applications/BCAs for a development project where (1) the development project spans more than 25 acres; (2) the approach does not negatively impact the remedial program, including timing, ability to appropriately address areas of concern, and management of off-site concerns; and (3) the approach is not advanced to increase the value of future tax credits (i.e., circumvent the tax credit caps provided under New York State Tax Law Section 21).
Previous BCP Applications	If all or part of the proposed site has been the subject of a previous BCP application (whether accepted, denied or withdrawn), please provide the assigned DEC site number from the previous application as well as any relevant information regarding why the property is not currently in the program.
Registry Listing and P-site Status	If all or part of the proposed site is now or ever was listed on the Registry of Inactive Hazardous Waste Disposal Sites or is currently the subject of investigation as a Potential Site, please provide the assigned DEC site number.

SECTION I: Property Information (continued)

Property Description Narrative	<p>Provide a property description in the format provided below. Each section should be no more than one paragraph long.</p> <p><u>Location:</u></p> <p>Example: "The XYZ Site is located in an {urban, suburban, rural} area." {Add reference points if address is unspecific; e.g., "The site is approximately 3.5 miles east of the intersection of County Route 55 and Industrial Road."}</p> <p><u>Site Features:</u></p> <p>Example: "The main site features include several large, abandoned buildings surrounded by former parking areas and roadways. About one quarter of the site area is wooded. Little Creek passes through the northwest corner."</p> <p><u>Current Zoning and Land Use:</u> (Ensure the current zoning is identified)</p> <p>Example: "The site is currently inactive and is zoned for commercial use. The surrounding parcels are currently used for a combination of commercial, light industrial, and utility rights-of-way. The nearest residential area is 0.3 miles east on Route 55."</p> <p><u>Past Use of the Site:</u> include source(s) of contamination and remedial measures (site characterizations, investigations, Interim Remedial Measures, etc.) completed outside of the current remedial program (e.g., work under a petroleum spill incident).</p> <p>Example: "Until 1992 the site was used for manufacturing wire and wire products (e.g., conduit, insulators) and warehousing. Prior uses that appear to have led to site contamination include metal plating, machining, disposal in a one-acre landfill north of Building 7, and releases of wastewater into a series of dry wells."</p> <p>When describing the investigations/actions performed outside of the remedial program, include the major chronological remedial events that lead to the site entering a remedial program. The history should include the first involvement by government to address hazardous waste/petroleum disposal. Do not cite reports. Only include remedial activities which were implemented PRIOR to the BCA. Do not describe sampling information.</p> <p><u>Site Geology and Hydrogeology:</u></p> <p>As appropriate, provide a very brief summary of the main hydrogeological features of the site including depth to water, groundwater flow direction, etc.</p>
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SECTION I: Property Information (continued)

<p>Environmental Assessment</p>	<p>The goal of this section is to describe the nature and extent of contamination at the site. When describing the nature of contamination, identify just the primary contaminants of concern (i.e., those that will likely drive remedial decisions/actions). If there are many contaminants present within a group of contaminants (i.e., volatile organic compounds, semi-volatile organic compounds, metals), identify the group(s) and one or two representative contaminants within the group. When addressing the extent of contamination, identify the areas of concern at the site, contaminated media (i.e., soil, groundwater, etc.), relative concentration levels, and a broad-brush description of contaminated areas/depths. The reader should be able to know if contamination is widespread or limited and if concentrations are marginally or greatly above Standards, Criteria and Guidance (SCGs) for the primary contaminants. If the extent is described qualitatively (e.g., low, medium, high), representative concentrations should be given and compared with appropriate SCGs. For soil contamination, the concentrations should be compared with the soil cleanup objectives (SCOs) for the intended use of the site.</p> <p>A typical Environmental Assessment would look like the following:</p> <p>Based upon investigations conducted to date, the primary contaminants of concern for the site include cadmium and trichloroethene (TCE).</p> <p><i>Soil</i> - Cadmium is found in shallow soil, mostly near a dry well at the northeast end of the property. TCE is found in deeper soil, predominantly at the north end of the site. Concentrations of cadmium found on site (approximately 5 ppm) slightly exceed the soil cleanup objective (SCO) for unrestricted use (2.5 ppm). Concentrations of TCE found on site (5 ppm to 300 ppm) significantly exceed the soil cleanup objectives for the protection of groundwater (0.47 ppm).</p> <p><i>Groundwater</i> - TCE and its associated degradation products are also found in groundwater at the north end of the site, moderately exceeding groundwater standards (typically 5 ppb), with a maximum concentration of 1500 ppb. A moderate amount of TCE from the site has migrated 300 feet down-gradient off-site. The primary contaminant of concern for the off-site area is TCE, which is present at a maximum concentration of 500 ppb, at 10 feet below the groundwater table near Avenue A.</p> <p><i>Soil Vapor & Indoor Air</i> - TCE was detected in soil vapor at elevated concentrations and was also detected in indoor air at concentrations up to 1,000 micrograms per cubic meter.</p>
<p>Questions 15-17: New York City Sites</p>	<p>These questions pertain ONLY to sites located within the five counties comprising New York City. If the requestor is seeking a determination that the site is eligible for tangible property tax credits, this section and the <i>Supplemental Questions for Sites Seeking Tangible Property Credits in New York City</i> must be completed.</p>

SECTION II: Project Description

As a separate attachment, provide complete and detailed information about the project, including the purpose of the project, the date the remedial program is to start, and the date the issuance of the Certificate of Completion is anticipated.

SECTION III: Land Use Factors

In addition to eligibility information, site history, and environmental data/reports, the application requires information regarding the current, intended and reasonably anticipated future land use.

This information consists of responses to the "land use" factors to be considered relative to the "Land Use" section of the BCP application. The information will be used to determine the appropriate land use in conjunction with the investigation data provided, in order to establish eligibility for the site based on the definition of a "brownfield site" pursuant to ECL 27-1405(2).

This land use information will be used by DEC, in addition to all other relevant information provided, to determine whether the proposed use is consistent with the currently identified, intended and reasonably anticipated future land use of the site at this stage. Further, this land use finding is subject to information regarding contamination at the site or other information which could result in the need for a change in this determination being borne out during the remedial investigation.

Zoning and Current Use	Provide the current municipal zoning designation and uses permitted by that designation. Provide a summary of the current use of the site, including identifying possible contaminant source areas. If the site is no longer in use, provide the date by which operations ceased.
Anticipated Use	Identify the anticipated post-remediation use of the site and provide a detailed description of the specific anticipated post-remediation use as an attachment.
Renewable Energy Facility Site	Indicate if the post-remediation use of the site is proposed to be a renewable energy facility. A "renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system. Section 66-p of the Public Service Law: "Renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity. Provide any detailed plans or documentation to support this. Appropriate documentation must be provided as follows: for planned renewable energy facilities generating/storing less than twenty-five (25) megawatts, a local land use approval must be provided. For planned renewable energy facilities generating/storing twenty-five (25) megawatts or greater, a permit issued by the Office of Renewable Energy Siting must be provided.
Compliance with Zoning Laws, Recent Development, and Community Master Plans	Provide an explanation to support the responses to each of these items. Attach additional documentation if applicable.

SECTION IV: Property's Environmental History

For all sites, an investigation report is required that is sufficient to demonstrate the site requires remediation in order to meet the requirements of the program, and that the site is a brownfield site at which contaminants are present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by DEC that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations. Required data include site drawings and data summary tables requested in Section IV, #3 of the BCP application form. Specific instructions regarding the data summary tables are attached at the end of these instructions.

SECTION V: Requestor Information

Requestor Name	<p>Provide the name of the person(s)/entity requesting participation in the BCP (if more than one, attach additional sheets with requested information). The requestor is the person or entity seeking DEC review and approval of the remedial program.</p> <p>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 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 requestor is authorized to do business in NYS.</p>
Address, etc.	Provide the requestor's mailing address, telephone number and e-mail.
LLC Information	If the requestor(s) is/are an LLC, the names of the members/owners must be provided on a separate attachment.
Document Certification	<p>All documents, which are prepared in final form for submission to DEC for approval, are to be prepared and certified in accordance with Section 1.5 of DER-10. Persons preparing and certifying the various work plans and reports identified in Section 1.5 include:</p> <ul style="list-style-type: none"> • New York State licensed professional engineers (P.E.s), as defined at 6 NYCRR 375-1.2(a) and paragraph 1.3(b)47. Engineering documents must be certified by a P.E. with current license and registration for work that was done by them or those under their direct supervision. The firm by which the P.E. is employed must also be authorized to practice engineering in New York State; • qualified environmental professionals as defined at 6 NYCRR 375-1.2(ak) and DER-10 paragraph 1.3(b)49; • remedial parties, as defined at 6 NYCRR 375-1.2(ao) and DER-10 paragraph 1.3(b)60; or • site owners, which are the owners of the property comprising the site at the time of the certification.

SECTION VI: Requestor Eligibility

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.

Volunteer Statement	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.
Proof of Site Access	If a requestor is not the current owner of the entirety of the site, a site access agreement must be provided that demonstrates that the requestor will have access to the property before signing the BCA and throughout the BCP project. Additionally, the access agreement must include language allowing the requestor the ability to place an environmental easement on the site should the requestor not be the owner at the time remediation is complete and a Track 1 cleanup has not been achieved.

SECTION VII: Requestor Contact Information

Requestor's Representative	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 of Applications determined to be Participants unless another contact name and address is provided with the application.
Requestor's Consultant and Requestor's Attorney	Provide all requested information.

SECTION VIII: Program Fee

If the requestor is applying for a fee waiver, sufficient documentation must be provided to demonstrate financial hardship. To demonstrate financial hardship, the applicant must show that with the payment of the program fee, remediation of the brownfield site would not be economically viable. This documentation may be in the form of federal tax returns with applicable schedules, financial statements and balance sheets, proof that the applicant has waived its right to tax credits, or any other documentation deemed acceptable by the Department.

If the requestor is applying for a fee waiver based on the requestor's status as a not-for-profit entity, please provide documentation of non-profit designation.

SECTION IX: Current Property Owner and Operator Information

Owner Information	Provide requested information of the current owner of the property. List <u>all</u> parties holding an interest in the property and, if the requestor is not the current owner, describe the requestor's relationship to the current owner. If the property consists of multiple parcels, be sure to include the ownership start date of each.
Operator Information	Provide requested information of the current operator(s). If multiple operators, attach the requested information for each operator, including the date each operator began utilizing the property.
Historical Owners and Operators	Provide a list of previous owners and a list of previous operators, including dates of ownership or operation and last-known addresses and phone numbers. Describe the requestor's relationship to each previous owner and operator; if no relationship, indicate "none". When describing the requestor's relationship to current and historical owners and operators, include any relationship between the requestor's corporate members and the previous owners and operators.

SECTION X: Property Eligibility Information

As a separate attachment, provide complete and detailed information in response to the following eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that that information be summarized.

CERCLA / NPL Listing	Has any portion of the property ever been listed on the National Priorities List (NPL) established under CERCLA? If so, provide relevant information.
Registry Listing	Has any portion of the property ever been listed on the New York State Registry of Inactive Hazardous Waste Disposal Sites established under ECL 27-1305? If so, please provide the site number and classification. See the Division of Environmental Remediation (DER) website for a database of sites with classifications.
RCRA Listing	Does the property have a Resource Conservation and Recovery Act (RCRA) TSD Permit in accordance with the ECL 27-0900 et seq? If so, please provide the EPA Identification Number, the date the permit was issued, and its expiration date. Note: for purposes of this application, interim status facilities are not deemed to be subject to a RCRA permit.
Registry/RCRA Sites Owned by Volunteers	If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27- 1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

SECTION X: Property Eligibility Information (CONTINUED)

Existing Order	Is the property subject to an order for cleanup under Article 12 of the Navigation Law or Article 17 Title 10 of the ECL? If so, please provide information on an attachment. Note: if the property is subject to a stipulation agreement, relevant information should be provided; however, property will not be deemed ineligible solely on the basis of the stipulation agreement.
Pending Enforcement Actions	Is the property subject to an enforcement action under Article 27, Titles 7 or 9 of the ECL or subject to any other ongoing state or federal enforcement action related to the contamination which is at or emanating from the property? If so, please provide information as an attachment.

SECTION XI: Site Contact List

Provide the names and addresses of the parties on the Site Contact List (SCL) and a letter from the repository acknowledging agreement to act as the document repository for the proposed BCP project. For sites located in a city with a population of one million or more, the appropriate community board must be included as an additional document repository, and acknowledgement of their agreement to act as such must also be provided.

SECTION XII: Statement of Certification and Signatures

The requestor must sign the application or designate a representative who is authorized to sign. The requestor's consultant or attorney cannot sign the application. If there are multiple parties applying, then each requestor must sign a signature page. 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 entity's name must appear exactly as given in the NYS Department of State's Corporation & Business Entity Database.

DATA SUMMARY TABLE INSTRUCTIONS

Data summary tables should include the following columns:

Soil Table:

Analytes > SCOs ^a	Detections > SCOs ^b	Max. Detection (ppm) ^c	SCO (ppm) ^d	Depth (ft bgs)
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Groundwater Table:

Analytes > AWQS ^e	Detections > AWQS ^f	Max. Detection (ppb) ^c	AWQS (ppb) ^g
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Soil Gas Table:

Analytes ^h	Total Detections	Max. Detection (ug/m3) ^c	Type ⁱ
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^a Include all contaminants over the applicable soil cleanup objectives (SCOs). Column header should specify which SCOs are being compared to. (i.e., "RRSCOs" for Restricted Residential SCOs)

^b Number of detections over applicable SCOs. Specify which SCOs are being compared to in column header.

^c Maximum detection in parts per million (ppm) for soil, parts per billion (ppb) for groundwater, or micrograms per cubic meter (ug/m3) for soil gas.

^d List the respective SCO. Specify which SCOs are being compared to in column header.

^e Include all contaminants over Class GA Ambient Water Quality Standards (AWQS).

^f Number of detections over AWQS.

^g List the respective AWQS.

^h Include all chlorinated volatile organic compound (VOCs) detections.

ⁱ Specify type: soil vapor, sub-slab or indoor air.

Example Data Summary Tables

Soil Table:

Analytes > RR SCOs	Detections > RR SCOs	Maximum Detection (ppm)	RR SCO (ppm)	Depth (ft bgs)
Benzo(a)anthracene	3	11	1	5 – 7
Benzo(a)pyrene	4	15	1	5 – 7
Benzo(b)fluoranthene	5	15	1	5 – 7
Benzo(k)fluoranthene	1	5.3	3.9	5 – 7
Indeno(1,2,3-cd)pyrene	7	8.4	0.5	5 – 7
barium	2	967	400	0.5 – 2.5
cadmium	2	94.1	4.3	6 – 8
lead	3	1,790	400	0.5 – 2.5

Groundwater Table:

Analytes > AWQS	Detections > AWQS	Max. Detection (ppb)	AWQS (ppb)
Benz(a)anthracene	2	0.2	0.002
Benzo(a)pyrene	2	0.221	ND
Benzo(b)fluoranthene	2	0.179	0.002
Benzo(k)fluoranthene	2	0.189	0.002
Indeno(1,2,3-cd)pyrene	2	0.158	0.002
Tetrachloroethene (PCE)	1	12	5

Soil Gas Table:

Analytes	Total Detections	Max. Detection (µg/m³)	Type
Carbon tetrachloride	1	0.84	Soil vapor
Methylene chloride	1	2.6 J	Soil vapor
Tetrachloroethene	2	47	Soil vapor
Trichloroethene	1	1.2	Soil vapor
Trichlorofluoromethane	1	21	Soil vapor

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DETERMINATION OF A COMPLETE APPLICATION

1. The first step in the application review and approval process is an evaluation to determine if the application is complete. To help ensure that the application is determined complete, requestors should review the list of common application deficiencies and carefully read these instructions.
2. DEC will send a notification to the requestor within 30 calendar days of receiving the application, indicating whether such application is complete or incomplete.
3. An application must include the following information relative to the site identified by the application, necessary for making an eligibility determination, or it will be deemed incomplete. (Please note: the application as a whole requires more than the information outlined below to be determined complete). The application must include:
 - a. for all sites, an investigation report sufficient to demonstrate the site requires remediation in order to meet the requirements of the program, and that the site is a brownfield site at which contaminants are present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by DEC that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations. Required data includes site drawings requested in Section IV, #3 of the BCP application form.
 - b. for those sites described below, documentation relative to the volunteer status of all requestors, as well as information on previous owners or operators that may be considered responsible parties and their ability to fund remediation of the site. This documentation is required for:
 - i. real property listed in the registry of inactive hazardous waste disposal sites as a class 2 site, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP; or
 - ii. real property that was a hazardous waste treatment, storage or disposal facility having interim status pursuant to the Resource Conservation and Recovery Act (RCRA) program, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP.
 - c. for sites located within the five counties comprising New York City, in addition to (a) and if applicable (b) above, if the application is seeking a determination that the site is eligible for tangible property tax credits, sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a). If this determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion, using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.
 - d. for sites previously remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law, relevant documentation of this remediation.

DETERMINATION OF A COMPLETE APPLICATION (CONTINUED)

4. If the application is found to be incomplete:
 - a. the requestor will be notified via email or phone call regarding minor deficiencies. The requestor must submit information correcting the deficiency to DEC within the 30-day review time frame; or
 - b. the requestor will receive a formal Letter of Incomplete Application (LOI) if an application is substantially deficient, if the information needed to make an eligibility determination identified in #4 above is missing or found to be incomplete, or if a response to a minor deficiency is not received within the 30-day period. The LOI will detail all of the missing information and request submission of the information. If the information is not submitted within 30 days from the date of the LOI, the application will be deemed withdrawn. In this case, the requestor may resubmit the application without prejudice.
5. If the application is determined to be complete, DEC will send a Letter of Complete Application (LOC) that includes the dates of the public comment period. The LOC will:
 - a. include an approved public notice to be sent to all parties on the Contact List included with the application;
 - b. provide instructions for publishing the public notice in the newspaper on the date specified in the letter, and instructions for mailing the notice to the Contact List;
 - c. identify the need for a certification of mailing form to be returned to DEC along with proof of publication documentation; and
 - d. specify the deadline for publication of the newspaper notice, which must coincide with, or occur before, the date of publication in the Environmental Notice Bulletin (ENB).
 - i. DEC will send a notice of the application to the ENB. As the ENB is only published on Wednesdays, DEC must submit the notice by the Wednesday before it is to appear in the ENB.
 - ii. The mailing to parties on the Contact List must be completed no later than the Tuesday prior to ENB publication. If the mailings, newspaper notice and ENB notice are not completed within the timeframes established by the LOC, the public comment period on the application will be extended to ensure that there will be the required comment period.
 - iii. Marketing literature or brochures are prohibited from being included in mailings to the Contact List.

BCP APPLICATION SUPPORT DOCUMENT

BCP APPLICATION SUPPORT DOCUMENT

Exhibit List

Exhibit A Site Location, Street, and Base Property Map

Exhibit B Survey, Tax Map, and Tax Lot Merger Documents

Exhibit C BOA, Disadvantaged Communities, Environmental Justice and En-Zone Maps

Exhibit D Flood Map

Exhibit E Zoning Map

Exhibit F Previous & Current Owners and Operators

Exhibit G Site Drawing Spider Maps

Exhibit H DOS Entity Information

Exhibit I Corporate Consent

Exhibit J Deeds

Exhibit K Site Access Agreements

Exhibit L Site Contact List

Exhibit M Repository Letter

ENVIRONMENTAL REPORTS SEPARATELY ATTACHED ON CD:

1. December 1993 Oil Storage Tank Closure Correspondence
2. November 1996 Spill No. 9609630
3. November 2001 Spill No. 0108626
4. August 2007 Spill No. 0705545
5. November 2017 Spill No. 1707624
6. September 2019 Spill No. 1906444
7. June 2021 Phase I Environmental Site Assessment (“ESA”) prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C. (“Langan”) 2SM Development, LLC (“2SM Development”)
8. November 2021 Phase II Environmental Site Investigation (“ESI”) prepared by Langan for 2SM Development
9. December 2022 Remedial Investigation (“RI”) Work Plan (“RIWP”) prepared by Langan for 2SM Development
10. May 2023 Supplemental Phase II ESA prepared by Langan for 2SM Development

SECTION I – PROPERTY INFORMATION

The parcels that make up the proposed 0.62-acre Brownfield Cleanup Program (“BCP”) Site are located at the following addresses and on the following Tax lots in Port Chester, New York 10573 (“Site” or “BCP Site”):

Parcel Address	Tax Parcel Identification No.	Acreage ¹
2 S. Main Street*	142.30-2-69	0.37
14 S. Main Street	142.30-2-48	0.05
16 S. Main Street	142.30-2-47	0.13
15 E. Broadway	142.30-2-58	0.05
106 Westchester Avenue	142.30-2-54	0.02

*Formerly this consolidated lot consisted of 2 S. Main Street (Lot 53/0.03 Acres), 4 S. Main Street (Lot 52/0.04 Acres), 6 S. Main Street (Lot 51/0.04 Acres), 8 S. Main Street (Lot 50/0.08 Acres), 10 S. Main Street (Lot 49/0.04 Acres) and 7 E. Broadway (Lot 57/0.14 Acres). Initially, 2-8 S. Main Street (Lots 50-53) was merged into a single lot known as 8 S. Main Street (Lot 68). Then subsequent to acquisition of 10 S. Main Street (Lot 49) and 7 E. Broadway (Lot 57), these lots were merged into the previously merged Lot 68, creating Current Lot 69 consisting of 0.37 acres. The Site Location Map, Street Map and Base Property Map are in Exhibit A.

1. Site Boundary and Tax Parcel Information

The Site boundary does correspond to the current approved tax boundaries even though the Port Chester Tax Map has not yet been updated to reflect the lot mergers. Prior lot merger explanations appear above, and the Lot Merger documentation and approval emails are attached in Exhibit B. In addition, the Tax Boundary Maps, one of which shows all of the former lots and a new unofficial (not yet on the GIS website) Tax Map which shows the new lot, and a Survey map is provided in Exhibit B.

2. Property Map

The Site Location Map, Street Map and Base Property Map are in Exhibit A. A Survey Map is in Exhibit B.

3. – 5. BOA, Disadvantage Communities, EJ and En-Zone Designations

The Site Brownfield Opportunity Area (“BOA”), Environmental Justice, Disadvantaged Communities, and En-Zone Maps are in Exhibit C. The Site is not located in a BOA. The Site is located in an En-Zone Type B, Census Tract 80. The Site is also located in a Potential

¹ Acreages were determined using the Town of Rye System Development Group’s Imagemate Online Database at <https://townofrye.sdgny.com/index.aspx>, and the Town of Rye 2022 Final Tax Assessment Roll.

Environmental Justice (“EJ”) Area. Approximately 94.76 % of the population in the area reported themselves to be members of minority groups. The BCP documents will need to be translated into Spanish. According to the New York State Disadvantaged Communities Map, the Site is also located in Census Tract 36119008000, which has an environmental burden higher than 92 % of the Census Tracts statewide and a population vulnerability higher than 76 % of the Census Tracts statewide.

Please refer to responses to Questions 6-11 on the BCP Application Form.

12. Easements and Existing Rights of Way

There is one easement/right-of-way present on the Site. The property located at 16 S. Main Street was conveyed subject to “an easement or right of way for all purposes on, over and across a strip of land .55 feet in width along the northerly line of the premises [located at 16 S. Main Street] and extending easterly from East Broadway 102.52 feet.” However, the presence of this access easement will not impact remediation efforts at the Site, because once this parcel is acquired, the easement will be terminated and in the interim, the owner has provided access for the BCP work required. *See* Site Access Agreement for 16 S. Main Street in Exhibit K.

Please refer to responses to Question 13 on the BCP Application Form.

14. Property Description Narrative

A. Site Location

The BCP Site is located on the following lots at the following addresses in Port Chester, New York 10573:

Parcel Address	Tax Parcel Identification No.
2 S. Main Street	142.30-2-69
14 S. Main Street	142.30-2-48
16 S. Main Street	142.30-2-47
15 E. Broadway	142.30-2-58
106 Westchester Avenue	142.30-2-54

The surrounding area is occupied by residential, commercial, and mixed-use buildings in an urban downtown area setting. Westchester Avenue and a two-story mixed-use commercial and residential building are present north of the Site. South Main Street and several commercial buildings are located east of the Site. Vacant land, which previously comprised of commercial and residential buildings that have been demolished, is present to the south of the Site. A two-story mixed-use building, and a one three-story mixed-use building and East Broadway are located west of the Site. The New Haven line of the Metro North Railroad and the Port Chester Train Station are also located to the west of the Site, within 500 feet, with the train platform directly adjacent, making this project a transit-oriented development project.

B. Site Features

There are five (6) three-story mixed use commercial and residential buildings still present at former 2 S. Main Street, former 4 S. Main Street, former 6 S. Main Street, 15 E. Broadway and 106 Westchester Avenue. There are two (3) two-story buildings present on the former 10 S. Main Street, former 8 S. Main Street and the rear portion of 16 S. Main Street. The former buildings on 14 and 16 S. Main are now fully demolished as a result of a recent fire and subsequent removal of these structures due to their danger post-fire condition.

All properties were predominantly used for commercial purposes with the exception of 15 E. Broadway, which still has a residential occupant, and 106 Westchester Avenue, which still has a residential and commercial deli occupant. The 15 E. Broadway property will be vacated upon purchase this coming month in August 2023. The 106 Westchester Avenue Property will be vacated the end of this year upon acquisition at that time. The majority of the buildings located on the newly merged 2 S. Main, Lot 69, (formerly 2 - 10 S. Main Street and 7 E. Broadway) are now vacant, with the exception of one commercial tenant (a tobacco smoke shop) located in the former 2 S. Main Street building. This tenant is in the process of vacating the Premises. There is no building located on the former 7 E. Broadway, which lot is currently utilized as a private, gated asphalt parking lot being operated by the Requestors. The buildings located at 14 S. Main Street and 16 S. Main Street are no longer present due to a recent fire and post-fire demolition of these structures. .. See Exhibit F for a list of the current tenants. All properties are in significant disrepair with the exception of 15 E. Broadway and the former 10 S. Main Street. The approximate timeframe when each building that is vacant became vacant appears in Section III.4 below.

The Site has a long history of fuel oil use as a heating source. According to the NYSDEC Petroleum Bulk Storage (PBS) database, the building at 2 South Main Street previously contained a 2,000-gallon steel/carbon underground storage tank (UST) containing fuel oil to support an oil furnace that was removed on November 18, 1993 but replaced with an above ground tank (AST). This AST and the boiler have been taken out of service by the Requestor and electric wall heaters have been supplied to the remaining smoke shop tenant until they vacate the Site. Details on the UST installation date and removal details were not provided in the PBS listing. This system also supplied heat to the building located at former 4 S. Main. Two oil burner ASTs are present at 14 S. Main and two oil burner ASTs are present at 16 S. Main. A fill port is also present on the front porch of the building at 15 E. Broadway. However, prior to the submission of this application, an AST was removed from this parcel. Finally, a UST-like anomaly was identified by NOVA Geophysical Services (NOVA) in the sidewalk immediately east of 8 South Main Street during the June 2021 Phase I Investigation. Heating systems in the remaining Site buildings have been heated by natural gas boilers.

The closest water body, the Byram River, is located approximately 0.098 miles from the Site. The Byram River connects to the Long Island Sound. A portion of the Site is in a flood zone. See Exhibit D, Flood Zone Map.

C. Current Zoning and Land Use

The Site is currently located in the CD-6 Urban Core District. See Exhibit E, Zoning Map. The CD-6 District allows for various commercial and residential uses. The Site is currently developed with several mixed-use commercial and residential buildings. Port Chester's downtown, which was the subject of a Master Plan effort, is about to undergo a number of planned demolition and redevelopment projects in the surrounding area. However, the surrounding properties at this time include restaurants, a parking lot, stores, a railroad station, and a mortgage lender. The closest residential area is approximately 0.06 miles from the Site. The closest rail line is approximately 46 feet from the Site, which is called the Metro North Port Chester Station.

D. Past Use of the Site

See Section IV.4 for full description of past land uses. The Site had a long history of use as commercial and residential buildings, many of which were heated with heating oil stored in tanks, some of which appear to have historically leaked. However, all of the tanks that were located in 2-8 S. Main, 15 E. Broadway and 106 Westchester Avenue have been removed. There is a UST anomaly in the sidewalk that appears to be located immediately adjacent to 8 S. Main. The ASTs formerly located in 14 E. Broadway and 16 E. Broadway were removed before the commencement of demolition but the stained basement floors remain in place.

The commercial uses have included, but were not limited to, a Bake Ho. Stone building, the Singer Sewing Machine facility and offices, and Moy Laundry. The historical owners and uses associated with the Site are further described below and in Exhibit F, Previous & Current Owners and Operators List.

E. Site Geology and Hydrogeology

According to the 2012 United States Geological Survey (USGS) Glenville Quadrangle 7.5-minute Series Topographic Maps, the Site is about 15 to 35 feet above mean sea level. Areas to the west and southwest are at higher elevations and areas to the east and northeast are at lower elevations. The Site is located in a relatively hilly area.

According to the NYS Geological Survey Surficial Geologic Map of New York and Geologic Map of New York, Lower Hudson Sheets, the Subject Property is underlain by gneiss of the Harrison Gneiss formation. Bedrock is estimated to be about 2 to 23 feet below existing grade at the Site.

During a May 2021 geotechnical subsurface investigation, fill was encountered immediately beneath surface cover to about 8.5 feet below sidewalk grade ("ft-bsg"). The fill was composed of medium-grain brown sand with varying amounts of silt and gravel. The fill was underlain by sand to approximately 23 ft-bsg. The sand was gray, medium grain, and included trace amounts of silt and fine gravel. The sand was underlain by weather gray gneiss bedrock. Bedrock outcrops were observed on the western sidewalls of the cellar of 2 S. Main Street and 4 S. Main Street the Site. During the Phase II Investigation, Langan encountered groundwater at approximately 8.7 ft-bgs, which is encountered approximately 1 to 2 feet below the buildings that have a basement grade. Regional groundwater is expected to flow east towards the Byram River.

Regarding Questions 15-17 on the BCP Application:

There are no responses to question 15-17 on the BCP Application Form since this Site is not located in New York City.

SECTION II – PROJECT DESCRIPTION

Please refer to responses to Questions 1-3 on the BCP Application Form.

1. Short Project Description

The planned redevelopment of the Site entails the demolition of all on-Site structures and the construction of a twelve-story mixed-use development building. The ground floor cellar level will be comprised of commercial space, a lobby, amenity spaces for tenants and the entrance to the parking garage. The upper levels will contain approximately 325 residential units ranging from studio apartments to two-bedroom apartments. Approximately 33 of the units will be affordable residential apartments. The building will also contain two submerged cellar levels (parking areas) at 28 feet below sidewalk grade to accommodate residents and retail patrons. The proposed development will also support the reactivation of the streetscape through the introduction of activated retail spaces with enlarged pedestrian sidewalks and improvements along S. Main Street and Westchester Avenue including new street plantings, integrated crosswalks, sidewalk lighting, outdoor seating, public trash receptacles, public bicycle racks, and widened sidewalks.

Schedule- Commencement through COC

A Remedial Investigation (“RI”) Work Plan (“RIWP”) is being submitted with this application. The RI work is expected to be completed on the Site by the fall of 2023. Site preparation activities are expected to commence in late -2023. The Remedial Action Work Plan (“RAWP”) will be completed in the early 2024. Any required remediation may commence in spring 2023. The Certificate of Completion is anticipated to be issued by the end of 2024.

SECTION III – LAND USE FACTORS

1. Current Zoning

The Site is currently located in the CD-6 Urban Core district. *See Exhibit E, Zoning Map.*

2. Allowed Uses

The CD-6 District allows for various commercial and residential uses. The CD-6 District is intended to permit the greatest density and height with a variety of uses supported by the close proximity and access to public transportation. The proposed Project has received an unappealable site plan approval by Port Chester.

3-4. Current Uses & Approximate Vacancy Timeframes

Three-story mixed use former commercial and residential buildings are present at former 2 S. Main Street, former 4 S. Main Street, former 6 S. Main Street, 15 E. Broadway and 106 Westchester Avenue and two-story mixed-use buildings are present at former 8 S. Main Street and former 10 S. Main Street. All of these buildings are vacant except for 106 Westchester Avenue (a deli/restaurant and a residential owner-occupied apartment), 2 S. Main Street (smoke shop/grocery store) and the residential owner-occupied house at 15 E. Broadway. There is no building located on the former 7 E. Broadway, the lot is currently utilized as a private parking lot. The two former buildings located at 16 S. Main Street and 14 S. Main have now been demolished. All remaining tenants will be vacated upon full Site acquisition expected in August 2023 for the 15 E. Broadway lot and the end of 2023 for the 106 Westchester Avenue lot. See Exhibit F for the current tenants at 106 Westchester Avenue, former 2 S. Main Street and 15 E. Broadway.

The approximate vacancy date is not known for 16 S. Main St. (Lot 47) but the buildings on this lot were last used for a number of retail stores until 2017. The two former buildings on this lot recently burned down and have been demolished. Therefore, the approximate timeframe for vacancy is since 2017. The approximate vacancy date is not known for 14 S. Main Street (Lot 48) but the former building on this lot was last used as a restaurant until 2017. This building also recently burned down and has been demolished. Therefore, the approximate timeframe for vacancy is since 2017. A portion of new Lot 69 (Former Lot 49) also known as former 10 S. Main St. has been partially vacant since approximately 2021 and fully vacant since 2022. A portion of new Lot 69 (Former Lot 50) also known as former 8 S. Main St. has been vacant since approximately 2021 when Requestors acquired this lot. A portion of new Lot 69 (Former Lot 51) also known as former 6 S. Main St. has been vacant since approximately 2021 when Requestors acquired this lot. A portion of new Lot 69 (Former Lot 52) also known as former 4 S. Main St. has been vacant since approximately 2021 shortly after Requestors acquired this lot. A portion of new Lot 69 (Former Lot 53) also known as former 2 S. Main St. continues to be occupied by a Port Tobacco, Inc. (Supplier for Four Seasons). This store will be vacated shortly. A portion of new Lot 69 (Former Lot 57) also known as former 7 E. Broadway is now a privately owned parking lot and gated off from public use. 106 Westchester Avenue (Lot 54) is still a commercial and single unit residential occupied structure until acquisition at the end of this year, and upon acquisition will be vacant. 15 E. Broadway is still residential owner occupied until acquisition, when it will be vacant at closing, in August 2023.

5. Intended Use Post Remediation

After the remediation, the Site will be used for transit-oriented commercial and multi-family residential purposes. See Project Description in Section II.4 above.

6. Port Remediation Use

Post remediation use of the Site entails construction of a twelve-story mixed-use transit-oriented development. The ground floor level will be comprised of commercial space, a lobby, amenity spaces for tenants and the entrance to the project's parking garage. The upper levels will contain approximately 325 residential units. Approximately 33 of the units will be affordable residential apartments. See Section II.4, Project Scope for a more detailed description.

7. Renewable Energy Facility

The proposed post-remediation use is not a renewable energy facility.

8. Do current historical and/or recent development patterns support the proposed use?

Yes, current, historical and/or recent development patterns support the proposed use. The Village of Port Chester Master Plan calls for all of the old rundown dilapidated downtown buildings, which are present near the train station, to be torn down and for new buildings to be created for a new, more vibrant transit oriented downtown community to emerge.

9. Is the proposed use consistent with applicable zoning laws/maps?

Yes, the project is consistent with the Village of Port Chester Master Plan.

10. Consistent with the Master Plan?

Yes, the project is consistent with the Village of Port Chester Master Plan, which intends to achieve transit-oriented design goals by improving the area immediately adjacent to the Port Chester Metro North Station and creating a more walkable pedestrian friendly downtown.

SECTION IV- PROPERTY'S ENVIRONMENTAL HISTORY

1. List of Environmental Reports

The following is the list of environmental reports for the Site separately attached:

- A. December 1993 Oil Storage Tank Closure Correspondence
- B. November 1996 Spill No. 9609630
- C. November 2001 Spill No. 0108626
- D. August 2007 Spill No. 0705545
- E. November 2017 Spill No. 1707624
- F. September 2019 Spill No. 1906444
- G. June 2021 Phase I ESA prepared by Langan for 2SM Development
- H. November 2021 Phase II ESI prepared by Langan for 2SM Development
- I. December 2022 RIWP prepared by Langan for 2SM Development
- J. May 2023 Supplemental Phase II ESA prepared by Langan for 2SM Development

2. Sampling Data

See Exhibit G Spider Maps which include sampling data summaries, and Section IV.3.

3. Environmental Assessment

Based on the investigations conducted to date, the primary contaminants of concern are volatile organic compounds (“VOCs”), metals, and PFOS in soil, petroleum related VOCs and semi-volatile organic compounds (“SVOCs”) in groundwater, and VOCs in soil vapor. See Exhibit G Site Drawing Spider Maps.

In early April 2023, Langan performed a supplemental Phase II investigation on the 16 South Main Street parcel after receiving approval from the Village of Port Chester, which permitted access to the two on site buildings despite condemnation notices located on the two on-site buildings prohibiting access, since it was confirmed that these signs were placed on the buildings to discourage homeless persons’ access. The investigation was performed before a recent fire further damaged the buildings. The Supplemental investigation results on the 16 S. Main Street parcel further support not only this lot’s eligibility but the Site’s overall eligibility for the BCP.

Borings were installed 2 feet below grade surface (bgs) within the external soil area in the central part of the parcel between the two buildings, up to 2 feet bgs under the ground floor of the dilapidated building in the western part of 16 South Main Street, and between 1 and 3 feet below cellar grade (bcg) in the eastern building at 16 South Main Street. Concentrations of metals and PAHs were higher than that typically encountered in urban fill and the reported total lead concentrations will likely require handling, transport, and disposal as hazardous, regardless of TCLP results (up to 3.2 mg/L), based on disposal facility acceptance criteria. Further evidence of a reportable spill condition was observed when a petroleum-like sheen was observed on the groundwater samples from temporary monitoring wells TMW21 and TMW22. During prior investigation work, petroleum-like odors were also observed during sampling of monitoring well MW01 in 2 South Main Street, and MW03 and MW04 in 14 South Main Street, and yellow free product was observed in MW03 and MW04. Petroleum-related VOCs were reported in groundwater at concentrations above NYSDEC Title 6 NYCRR Part 703.5 and the NYSDEC Technical and Operational Guidance Series (TOGS) 1.1.1 Ambient Water Quality Standards and Guidance Values for Class GA. Petroleum-related VOCs were also detected in soil, indicating an on-site source of petroleum contamination may be present.

Based on the updated spider maps attached, there are exceedances of soil and groundwater standards and/or evidence of petroleum impacts now documented on all of the five lots that constituted the proposed BCP Site.

Soil:

Petroleum-like impacts (odors, staining, and/or photo-ionization detector readings) were observed in soil borings on the Site during Langan’s Phase II investigation even though the soil results did not reveal significant petroleum VOCs. Two VOCs, five metals and PFOS were detected at concentrations exceeding the Unrestricted Use Soil Cleanup Objectives (“UUSCOs”) or Restricted Residential Use Soil Cleanup Objective (“RRSCOs”):

Analytes > USCOs and/or RRSCOs	Detections > UUSCOs	Maximum Detection (mg/kg)	UUSCOs and RRSCOs (mg/kg)	Sample ID	Depth (ft-bgs)
VOCs					
Methyl Ethyl Ketone (2-Butanone)	1	0.26	0.12 and 100	EB01	2 - 3
Methylene Chloride	1	0.14	0.05 and 100	EB10	0 - 1
Acetone	1	0.064	0.05 and 100	EB17	0 - 2
SVOCs					
Benzo(a)anthracene	1	7.32	1 and 1	EB17	0 - 2
Benzo(a)pyrene	1	5.4	1 and 1	EB17	0 - 2
Benzo(b)fluoranthene	1	3.5	1 and 1	EB17	0 - 2
Benzo(K)fluoranthene	1	4.91	0.8 and 3.9	EB17	0 - 2
Chrysene	1	8.25	1 and 3.9	EB17	0 - 2
Dibenzo(a,h)anthracene	1	0.98	0.33 and 0.33	EB17	0 - 2
Indeno(1,2,3-cd)pyrene	1	2.18	0.5 and 0.5	EB17	0 - 2
Metals					
Arsenic	3	53.3	13 and 16	EB16	0 - 2
Barium	3	2,670	350 and 400	EB16	0 - 2
Cadmium	2	5.79	2.5 and 4.3	EB16	0 - 2
Copper	8	142	50 and 270	EB16	0 - 2
Lead	10	3,840	63 and 400	EB17	0 - 2
Mercury	17	51.1	0.18 and 0.81	EB18	0 - 2
Nickel	11	47.7	30 and 310	EB19	2 - 4
Zinc	7	2,270	109 and 10,000	EB16	0 - 2
Chromium, Trivalent	6	59.4	30 and 180	EB17	0 - 2
PFAS					
Perfluorooctanesulfonic acid (PFOS)	1	0.00888	0.00088 and 0.044	EB11	2 - 3
Pesticides					
4,4'-DDD	1	0.00486	0.0033 and 13	EB16	0 - 2
4,4'-DDE	3	0.0218	0.0033 and 8.9	EB16	0 - 2
4,4'-DDT	3	0.0354	0.0033 and 7.9	EB16	0 - 2

Groundwater:

VOCs and SVOCs were detected in groundwater at concentrations exceeding the NY Ambient Water Quality Standards (“AWQS”). In addition, a petroleum odor was observed during sampling of several wells on the Site. **Free product was observed in two locations during groundwater sampling on 14 S. Main, which was clearly visible by the field consultant and marked in the boring logs of the Phase II report.** Petroleum-related VOCs and SVOCs were detected in groundwater at 14 South Main in the vicinity of where the petroleum free product was observed and at the 2 South Main Street parcel. See the two petroleum areas of concern where petroleum impacts were present in Areas of Concern Map # 5 in Exhibit G.

Analyte > AWQS	Detections > AWQS	Max Detection (µg/L)	AWQS (µg/L)
VOCs			
1,2,4-Trimethylbenzene	1	30.2	5
1,3,5-Trimethylbenzene	1	5.5	5
Chlorobenzene	1	6.36	5
Chloroform	2	32.6	7
Isopropyl benzene (Cumene)	1	10.1	5
n-Butylbenzene	1	11.3	5
n-Propyl benzene	1	19.9	5
Sec-Butylbenzene	1	12.5	5
SVOCs			
Acenaphthene	1	116	20
Benzo(a)anthracene	1	0.1	0.002
Biphenyl (Diphenyl)	1	2400	5
Chrysene	1	0.21	0.002
Fluorene	1	63.2	50
Phenanthrene	1	316	50

Soil Vapor:

The New York State Department of Health Soil Vapor Matrices are used to evaluate soil vapor. However, the matrices only cover a limited number of contaminants. Contaminants are evaluated based on soil vapor and ambient air concentrations. Many CVOC and Petroleum VOC contaminants were detected in soil vapor, in addition to those eight compounds evaluated by the matrices. Detection values for soil vapor contaminants are listed in the table below:

Analytes	Total Detections	Max Detection (µg/m ³)	Type
VOCs			
1,2,4-Trimethylbenzene	2	6.1	Soil Vapor
1,3,5-Trimethylbenzene	1	1.5	Soil Vapor
4-Ethyltoluene	2	4	Soil Vapor
Acetone	2	2000	Soil Vapor
Benzene	2	1.1	Soil Vapor
Bromodichloromethane	1	17	Soil Vapor
Carbon Disulfide	1	1.2	Soil Vapor
Carbon Tetrachloride	2	4.2	Soil Vapor
Chloroform	2	1600	Soil Vapor
Chloromethane	1	0.49	Soil Vapor
Cis-1,2-Dichloroethene	1	0.27	Soil Vapor
Cyclohexane	2	5.2	Soil Vapor
Dichlorodifluoromethane	2	2.5	Soil Vapor

Ethylbenzene	2	12	Soil Vapor
Isopropanol	2	3	Soil Vapor
M,P-Xylene	2	68	Soil Vapor
Methyl Ethyl Ketone (2-Butanone)	2	2.6	Soil Vapor
Methyl Isobutyl Ketone (4-Methyl-2-Pentanone)	1	1.8	Soil Vapor
Methyl Methacrylate	2	0.98	Soil Vapor
Methylene Chloride	2	9.8	Soil Vapor
n-Heptane	1	1.1	Soil Vapor
n-Hexane	1	1	Soil Vapor
O-Xylene (1,2-dimethylbenzene)	2	21	Soil Vapor
Styrene	1	1.3	Soil Vapor
Tert-butyl Methyl Ether	1	1	Soil Vapor
Tetrachloroethene (PCE)	2	42	Soil Vapor
Tetrahydrofuran	2	5	Soil Vapor
Toluene	2	52	Soil Vapor
Trichloroethene (TCE)	2	2.1	Soil Vapor
Trichloromethane	2	1.5	Soil Vapor

4. Past Land Uses

1. Past Use of the Site

Former 2 S. Main Street (Former Tax ID No. 142.30-2-53)

Between the 1890 and 1895, a store building was constructed on this lot, which was a grocery store between 1902 and 1915. The building was used as a restaurant and store from approximately 1934 until the present. City directory listings indicate that the building was occupied by Donofrio Luncheonette and the Port Chester Cigar Store in 1982. The cigar store occupied the building until approximately 1992. The Liberty Square Restaurant occupied the Site from approximately 1987 to 1992. El Parral/El Parrilito restaurant occupied this former lot between 2005 and 2017. Family Corner Inc. and Triangle Convenience Co. occupied a portion of the building in 2017. According to the NYSDEC PBS database, the building at 2 South Main Street previously contained a 2,000-gallon steel/carbon UST containing fuel oil that was removed on November 18, 1993. Details on installation date and/or removal details are not provided in the PBS listing. The building at 2 S. Main Street is currently occupied by a smoke shop, the Four Seasons Grocery Store and still contains a fuel oil AST and boiler which have been decommissioned.

Former 4 S. Main Street (Former Tax ID No. 142.30-2-52)

This lot was developed prior to 1885. The building present at that time was used as a store from approximately 1890 through 1895. In 1902, the building was used as a saloon. A stationary store occupied the parcel in 1915. The building was occupied by W.U. Tele. Offices in 1934. The building was used as a store from approximately 1950 through the present. The Kavey Travel Bureau occupied a portion of the building between 1972 and 2000. The J.C. Shoe Repair Shop

was present on the lot between 1992 and 2014, which may have used solvents and shoe dyes. A number of individuals have owned this lot since 2014.

Former 6 S. Main Street (Former Tax ID No. 142.30-2-51)

Sanborn maps from 1885 show the building in this lot was first used as a bar. From approximately 1890 through 1895, the building was used as a portion of Putnam Housing. Sanborn maps from 1905 through 1908 show that the building was used as a furniture store. The building was used as a saloon in 1915. Between 1930 and 1950, the lot was occupied by several businesses including a photo store and offices. The photo store may have contributed to the methylene chloride soil contamination since this chemical is used on photo production. The building was occupied by a bank between 1982 and 1996. The building was occupied by offices in 2006.

Former 8 S. Main Street (Former Tax ID No. 142.30-2-50)

From 1885 to 1895, this lot was utilized for boarding and was called the Putnam Housing facility. From approximately 1902 until 1915, the former housing building was converted to a retail furniture store. The building was later occupied by various stores, restaurants, and business offices from approximately 1934 through the present. The businesses included, but are not limited to, Moy Laundry, EEUU Immigration Centers Inc., Fantasy Look Bridal Shop, Acme Limousine, Spectrum Educational Service, and Village Taxi. These occupants, including, the furniture store and Moy Laundry, may have contributed to the on-Site contamination. If the Laundry used soaps, this may have contributed to the PFOS contamination on the Site in soil and groundwater. If the Laundry was a dry cleaner this may have contributed to VOCs in soil and VOCs in soil vapor beneath the Site. A UST-like anomaly was identified by NOVA in the sidewalk immediately east of 8 South Main Street during the June 2021 Phase I Investigation.

Former 10 S. Main Street (Tax ID No. 142.30-2-49)

From 1885-1895, this lot was undeveloped. In 1902, a saloon was present. From approximately 1908-1915, the commercial space became a wholesale liquor store and then remained a commercial store of some type through 1990. In 1990, the building was expanded to include commercial offices.

Former 7 E. Broadway (142.30-2-57)

From 1885-1895, this lot was undeveloped. From 1902 until 1990, there were four two story residential buildings on the lot. In 1990, the buildings were demolished, and the lot became a parking lot.

14 S. Main Street (Tax ID No. 142.30-2-48)

The lot was developed prior to 1885, and it was used as a wagon shop from approximately 1885 through 1895. The lot was utilized by a blacksmith in 1902. In 1908, the lot was occupied by Singer Sewing Machine Offices, a tobacco shop, and stationary store. In 1915, the lot was occupied by a portion of a drug store. The building was occupied by various stores, restaurants, and business offices from approximately 1934 through the present. The businesses included, but are not limited to, J.C. Shoe Repair, Mamas Pizzeria, Sinus Contracting, and El Tesoro Restaurant II. The wagon maker and blacksmith may have contributed to the metals contaminating the Site. The Singer Sewing machine and shoe repair facility may have contributed to solvents at the Site. This building also used fuel oil for heating, and two spills were previously reported at this lot.

16 S. Main Street (a/k/a 17 E. Broadway) (Tax ID No. 142.30-2-47)

From 1885 through 1890, the lot was occupied by multiple dwellings. From approximately 1902 until the present, the lot was occupied by various businesses, stores, and restaurants. From 1908 through 2006, a portion of the lot was used as Bake Ho. Stone, which utilized two ovens. Other businesses which occupied the lot included, but are not limited to, Idells Beauty Salon, Dolex Dollar Express, 2020 Optical Center, and A3 Photo Studio Corp. Again, the methylene chloride in soil may have resulted from this photo studio historical use. This building also utilized fuel oil.

15 E. Broadway (Tax ID No. 142.30-2-58)

Lot 58 has historically been occupied by dwellings. Sanborn maps from approximately 1902 to 1996 depict a dwelling on the Site. The parcel has been occupied by several residential tenants. An AST was allegedly removed from the building. However, the exact removal date is unknown.

106 Westchester Avenue (Tax ID No. 142.30-2-54)

In 1885, the lot was developed with a portion of a grocery store. From 1890 through 1895, the lot was utilized as a saloon. The building was utilized as a barber shop from approximately 1902 through 1908. From approximately 1915 until the present, the lot was utilized by various stores.

2. Past Investigations Related to Uses and Environmental Conditions that Led to the Submission of this Application.

Prior to 1993, an underground storage tank (“UST”) was installed on the property located at 2 S. Main Street (PBS No. 3-600479). The exact date of the installation is unknown. Madelon Estate, Inc. closed the UST in November 1993 according to a 1993 report.

On November 1, 1996, #2 fuel oil was spilled at the building located at 14 S. Main Street (Spill No. 9609630). Human error caused fuel oil to spill onto soil and the spill was closed the same day. Approximately twelve (12) gallons of #2 fuel oil was spill onto soil at 14 S. Main Street (Spill No. 0108626) on November 27, 2001. The spill resulted from a tank overfill at the commercial/industrial facility located on this parcel. The spill was closed that same day on November 27, 2001.

A commercial vehicle spilled approximately 100-gallons of an unknown non-petroleum/non-hazard material at the intersection of Westchester Avenue and Broad Street on August 14, 2007 (Spill No. 0705545). The spill was closed on November 17, 2008.

Approximately one (1) gallon of antifreeze was spilled by a commercial vehicle on November 8, 2017, at the intersection of S. Main and Westchester Avenue (Spill No. 1707624). The spill occurred as a result of equipment failure. The spill was closed by the on November 10, 2017. Four (4) gallons of antifreeze spilled onto soil at the intersection of Main Street and Westchester Avenue on September 24, 2019 (Spill No. 1906444). The spill resulted from equipment failure associated with a commercial vehicle. The spill was closed on September 25, 2019.

In June 2021, a Phase I ESA for the Requestor was performed for the Site. Langan observed two out of service ASTs in the cellar of the building located at 14 S. Main Street. The consultant

considered these tanks to be recognized environmental conditions (“RECs”). One in-service #2 fuel oil AST was present in the basement of the building located at 16 S. Main Street. This AST was also considered to be a REC. Langan also observed several floor drains and sump pumps in this building and musty and mildew-like odors throughout the cellar at 14 S. Main Street. Staining and/or potential indications of a potential release of petroleum or hazardous substances could not be observed on the floor due to the absence of electricity and/or lights at the time of the inspection but petroleum staining was observed on the poles present in the cellar.

The Site was listed in several environmental databases including the Resource Conservation and Recovery Act (“RCRA”) Large Quantity Generators (“LQG”), Small Quantity Generators (“SQG”), Conditional Exempt SQG and Non-Generators, LTANKS, NY Spills Database, Petroleum Bulk Storage (“PBS”) UST and AST, NY, and NJ MANIFEST databases. Eternal Images & Gifts Inc., which occupied 16 S. Main Street, was listed as a RCRA Non-Generator (EPA ID NYR000078352) and was historically listed as a small quantity generator in 1999 for silver (D011). The methylene chloride at the site could be the result of the photo processing facilities that were historically present. The property located at 2 S. Main Street was listed on the RCRA database for a facility associated with Con Ed (EPA ID NYP0047484786). The facility is listed as a RCRA Non-generator and was historically listed as a LQG in 2015. The facility is also listed on the NY and NJ Manifest databases.

In November 2021, a Phase II subsurface investigation for the parcels previously located at 2-16 S. Main Street, 15 E. Broadway, and 106 Westchester Avenue was performed, which included a geophysical survey, advancement of soil borings, installation of groundwater monitoring wells and sub-slab vapor points, and collection and laboratory analysis of samples. During this investigation, the consultant observed petroleum-like odors, black staining, and PID readings above background levels at 8 and 14 S. Main Street. PID readings above background levels were observed at 8 and 14 S. Main Street, and 106 Westchester Avenue. A Yellow colored free product was also observed at 14 S. Main Street in MW03 and MW04. Free product was detected in monitoring wells. Langan identified a UST-like anomaly off-site but under the immediately adjacent sidewalk east of 8 S. Main Street during the geophysical investigation. Langan collected sixteen soil samples, four groundwater samples, and two sub-slab vapor samples. Langan identified the contaminants of concern as VOCs metals, and perfluorooctanesulfonic acid (“PFOS”) in soil, VOCs, SVOCs and PFOS in groundwater, and petroleum and chlorinated VOCs in soil vapor. See Section IV.3 for full environmental assessment. Langan noted that the field observations of petroleum-like impacts are not indicative of an ongoing release at the Site but were attributed to the historic use of petroleum USTs and ASTs. See Petroleum Area of Concern and groundwater plume map in Exhibit G. Langan also noted that any USTs identified in future Site development would be registered with the Department.

Langan prepared a RIWP for the Site in December 2022. The RIWP is being submitted concurrently with this application. The objective of the RI is to further investigate and characterize the nature and extent of environmental impact at the Site and provide sufficient information to evaluate remedial alternatives. The RI will further investigate the nature and extent of the petroleum and other contamination impacts on the Site. The RI will also investigate the nature and extent of the contaminated historic fill across the Site. The RI will consist of another geophysical survey including parts of the Site that were not easily accessible, advancement of soil borings and

sampling, installation of monitoring wells and sampling, and installation of soil vapor sampling points and sampling. Air monitoring will be conducted for Site personnel and community. Following completion of the RI and receipt of the analytical data, a RI report will be prepared in accordance with the applicable standards.

It is important to note that Langan was not initially able to conduct sampling at the 16 E. Broadway lot because the building is structurally unsound. The follow photos have been attached to demonstrate the condition of this lot and that there was visual evidence of petroleum staining on the poles supporting the foundation and a petroleum sheen in the standing water in the cellar.



View of flooding in the basement of 16 South Main Street



View of ASTs in the basement of 16 South Main Street

However, as noted above, in early April 2023, Langan was given permission to performed a supplemental Phase II investigation on the 16 South Main Street parcel. The additional data is summarized above and in the attached May 2023 Supplemental Phase II Investigation Report. The Supplemental investigation results on the 16 S. Main Street parcel further support not only this lot's eligibility but the Site's overall eligibility for the BCP.

SECTION V- REQUESTOR INFORMATION

The Requestor is 2SM Development, LLC, a foreign limited liability company, located at 888 Biscayne Boulevard, Suite 101, Miami, Florida 33312 but authorized to do business in the State of New York. See Exhibit H, New York State Department of State ("NYSDOS") Entity Information.

The Written Consent provides Robert Vecsler with authority to sign all Brownfield Cleanup Program (“BCP”) documents on behalf of the Requestor 2SM Development, LLC. See Exhibit I, Corporate Consent. Robert Vecsler is the Manager of HYP PC, LLC, which is a member of HYPW PC, LLC. HYPW PC, LLC is the sole member of HYPW PC Partners, LLC, which is the sole managing member of Requestor 2SM Development, LLC.

Requestor is the recent owner of some, but not yet all the parcels that make up the Site. Requestor has been assembling the parcels on this block for the remediation and development project. As more fully described below in Section VI, 2SM Development, LLC, Mon Ami Takis, Inc., Pierre and Huguette Sinus, Christina Corfu and Kevin Pellon, and Sudershan Singla are collectively the current owners of the Site. See Exhibits J Deeds. The Requestor has received a temporary license from the Owners of the parcels it does not yet own to access their parcels to perform investigation and remediation work required by the BCP. See Exhibit K Site Access Agreements. In addition, Requestor has received access to the lot located at 15 E. Broadway through a purchase and sale agreement, which gives Requestor access to this lot for the purpose of environmental work. See the 15 E. Broadway Agreement in Exhibit K. This lot will be acquired in August 2023.

The Requestor has no prior relationship with any current or past owners or operators of the Site other than Requestor purchased a portion of the Site prior to the submission of this application from prior owners. See Sections V and VI below, and Exhibit F, Previous & Current Owners and Operators List. The Requestor did not cause any of the contamination on the Site, which predates the Requestor’s involvement at the Site and performed environmental due diligence before acquiring any of the parcels that make up the Site. Requestor has also exercised due care since acquiring some of the parcels by terminating all of the petroleum-based heating oil systems and vacating tenants. The only residential tenants that remain on are portions of the Site it does not own yet.

SECTION VI - REQUESTOR ELIGIBILITY INFORMATION

Please refer to responses to Questions 1-10 on the BCP Application Form.

11. Unregistered bulk storage tanks

There are no known unregistered bulk storage tanks at the Site. The requestor’s consultant did perform a geophysical investigation to attempt to locate any remaining USTs and did not locate any on-site USTs. The consultant did find an off-site UST anomaly in the sidewalk adjacent to the east of the former 8 S. Main Street lot. The former lot at 2 S. Main Street had a 2,000-gallon registered petroleum bulk storage facility (PBS Site No. 3-600479). This tank was removed prior to when the Requestor acquired the Site.

There were several 275- gallon fuel oil ASTs located at 14 S. Main Street and 16 S. Main Street. However, these tanks are unregistered because they are less than 1,100 gallons and were removed prior to the recent building demolition.

REQUESTOR CERTIFICATION

The Requestor certifies it is a Volunteer, since it does not have nor has ever had a relationship with any of the past owners or operators of the Site that caused the contamination other than it purchased a portion of the Site from the previous owners of the 2-10 S. Main Street and 7 E. Broadway former lots and intends to purchase additional portions of the Site. Requestor did not have involvement with the Site at the time of disposal. The Requestor has performed all required environmental due diligence prior to acquiring a portion of the Site to date and has implemented due care on the portions of the Site it owns and on those lots for which it has been provided access.

SECTION VII- REQUESTOR CONTACT INFORMATION

Please refer to this section on the BCP Application Form.

SECTION VIII – PROGRAM FEE

Please refer to responses on the BCP Application Form.

SECTION IX- CURRENT PROPERTY OWNER/OPERATOR INFORMATION

The owners of the Site are listed in the table below:

Parcel Address	Owner
2 S. Main Street & 7 E. Broadway	2SM Development, LLC
14 S. Main Street	Mon Ami Takis, Inc.
16 S. Main Street (a/k/a 17 E. Broadway)	Pierre Sinis and Huguette Sinis
15 E. Broadway	Kevin L. Pellon and Cristina Corfu Pellon
106 Westchester Avenue	Sudershan Singla

See Exhibit J Deeds.

The Previous & Current Owner and Operator list is attached in Exhibit F. This Exhibit includes both current and previous property owners and operators by name, last known address, telephone number, and the Requestor's relationship to each owner and operator (all of which are "None"). Exhibit F also includes the prior operators' use of the Site.

As noted above, the majority of the buildings located on the newly merged 2 S. Main, Lot 69, (formerly 2 - 10 S. Main Street and 7 E. Broadway) are now vacant, with the exception of one commercial tenant (a tobacco smoke shop) located in the former 2 S. Main Street building. This tenant is in the process of vacating the Premises. There is no building located on the former 7 E. Broadway, which lot is currently utilized as a municipal asphalt parking lot and for construction staging. The buildings located at 14 S. Main Street and 16 S. Main Street have been recently demolished due to a fire. One commercial tenant (a deli/restaurant) and a residential owner-occupied apartment remains at 106 Westchester Avenue, which will be vacated upon purchase. The lot located at 15 E. Broadway is developed with an owner-occupied three-story residential building, which will be vacated upon purchase in August 2023.

SECTION X - PROPERTY ELIGIBILITY INFORMATION

Please refer to the responses to Questions 1-6 on the BCP Application Form, which confirms the Site is not ineligible for the BCP.

In addition to the responses on the application form, which clarify the Site is an eligible brownfield site pursuant to ECL § 27-1405, the following information further demonstrates this Site's eligibility for the BCP.

The Site meets the definition of an eligible "brownfield site" in Environmental Conservation Law § 27-1405(2) as "any real property where a contaminant is present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by the department that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations." Environmental investigation results show evidence of impact from the Site's previous commercial and industrial uses, and former heating oil systems, which can be linked to and caused Site contamination above the applicable cleanup standards. See Environmental Reports separately attached and the Spider Maps in Exhibit G, providing the data demonstrating exceedances of the cleanup standards for this Site. As a result, the Site meets the definition of a brownfield site pursuant to Environmental Conservation Law §27-1405(2).

SECTION XI - CONTACT LIST INFORMATION

See Exhibit L for the Site Contact List. See Exhibit M for the Repository Letter.

BASE MAP

South Main Petroleum Site
Assemblage
2, 14 & 16 S. Main Street, 15 E.
Broadway and 106 Westchester Avenue
Port Chester, New York 10573

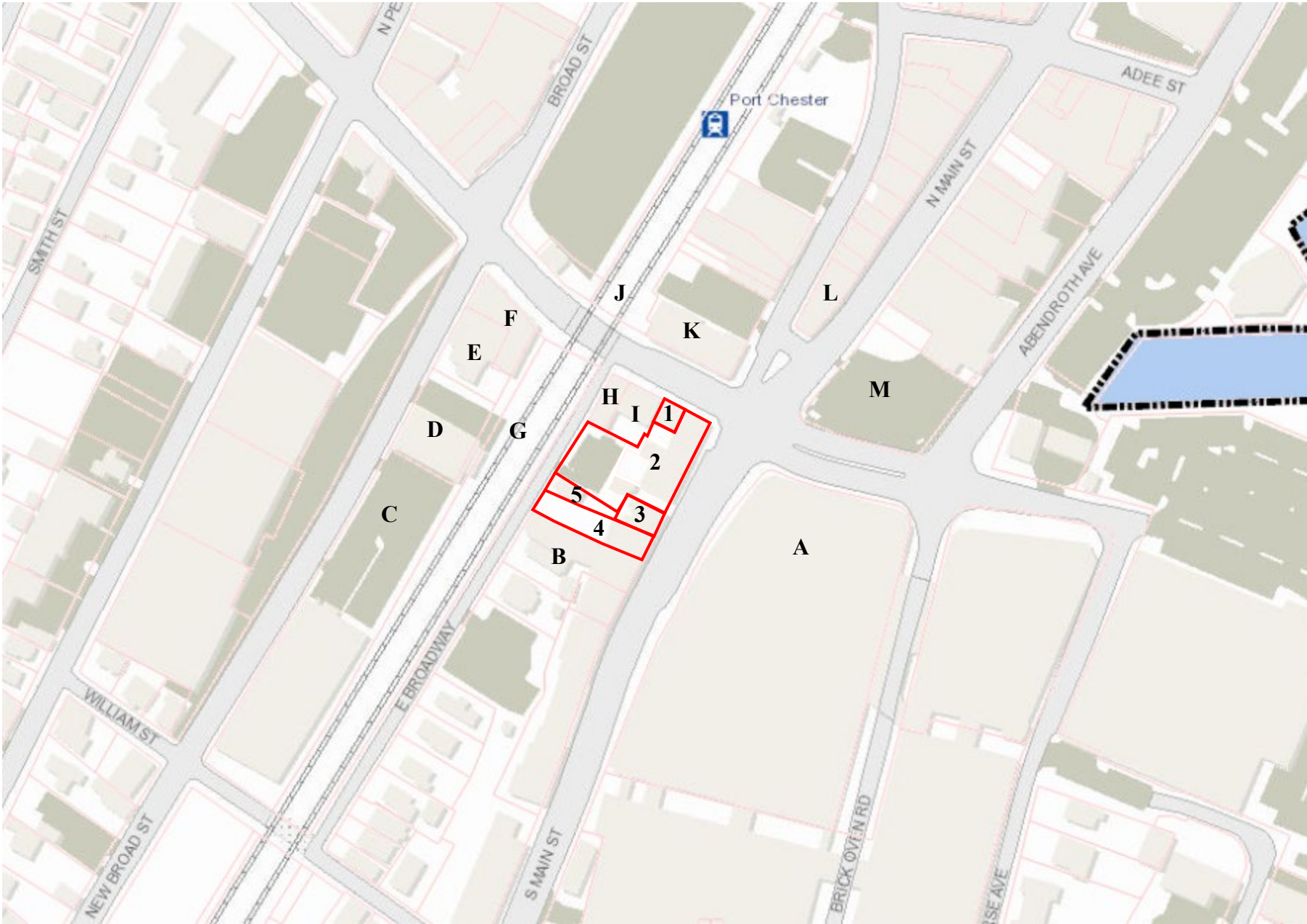
Legend:
 Site Property Boundary

Corresponding page
lists adjacent property owners by letter A – M



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with associated Application and Support Information, and should not be relied upon as a survey for planning and other activities.

October 2022
Source: Westchester County GIS
Scale: 1” = 100’ approximately



Number	Property Owner(s) Name(s)	Property Address	Section-Block-Lot
1	Sudershan Singla	106 Westchester Avenue	142.30-2-54
2*	2SM Development, LLC	2 S. Main Street	142.30-2-69
3	Mon Ami Takis, Inc.	14 S. Main Street	142.30-2-48
4	Pierre Sinis and Huguette Sinis	16 S. Main Street	142.30-2-47
5	Kevin Pellon and Christina Corfu Pellon	15 E. Broadway	142.30-2-58

* Former 2 S. Main Street (Lot 53), 4 S. Main Street (Lot 52), 6 S. Main Street (Lot 51), and 8 S. Main Street (Lot 50), which were merged into 8 S. Main Street (Lot 68), The former Lot 68 was then merged with 10 S. Main Street (Lot 49) and 7 E. Broadway (Lot 57)

Letter	Adjacent Property Owner(s) Name(s)	Property Address	Section-Block-Lot
A	G&S Port Chester Retail I De	Waterfront Pl/Westchester Ave	142.31-1-43.1
B	The Complex at Port Chester LLC	18 S. Main Street	142.30-2-67
C	New Broad St LLC	33 New Broad Street	142.30-2-64
D	29 New Broad St Realty Corp	29 New Broad Street	142.30-2-63.2
E	Church of the Living God, Inc.	9 New Broad Street	142.30-2-63
F	Port Chester Realty Inc.	114- 122 Westchester Avenue	142.30-2-63.1
G	Metro Trans Authority	Westchester Avenue	142.30-2-62
H	Donaldo Sanz	112 Westchester Avenue	142.30-2-56
I	Kim Chung Hwan	110 Westchester Avenue	142.30-2-55
J	Metro Tans Authority	Broad Street	142.30-2-23
K	RV King Realty Co.	Westchester Avenue	142.30-2-24
L	1618 North Main LLC	16 N. Main Street	142.31-1-45
M	G&S Port Chester Unit 2B LLC	1 N. Main Street	142.31-1-46



Legend

Approximate Site Boundary

2,000 0 2,000
SCALE IN FEET

NOTES:
1. BASEMAP ADAPTED FROM UNITED STATES GEOLOGICAL SURVEY (USGS) 7.5-MINUTE SERIES TOPOGRAPHICAL MAPS, MAMARONECK AND GLENVILLE, NEW YORK, QUADRANGLES, DATED 2016.

LANGAN

21 Penn Plaza, 360 West 31st Street, 8th Floor
New York, NY 10001-2727
T: 212.479.5400 F: 212.479.5444 www.langan.com

Langan Engineering & Environmental Services, Inc.
Langan Engineering, Environmental, Surveying,
Landscape Architecture and Geology, D.P.C.
Langan International LLC
Collectively known as Langan

Project
**SOUTH MAIN
PETROLEUM SITE
ASSEMBLAGE**
PORT CHESTER
WESTCHESTER
COUNTY NEW YORK

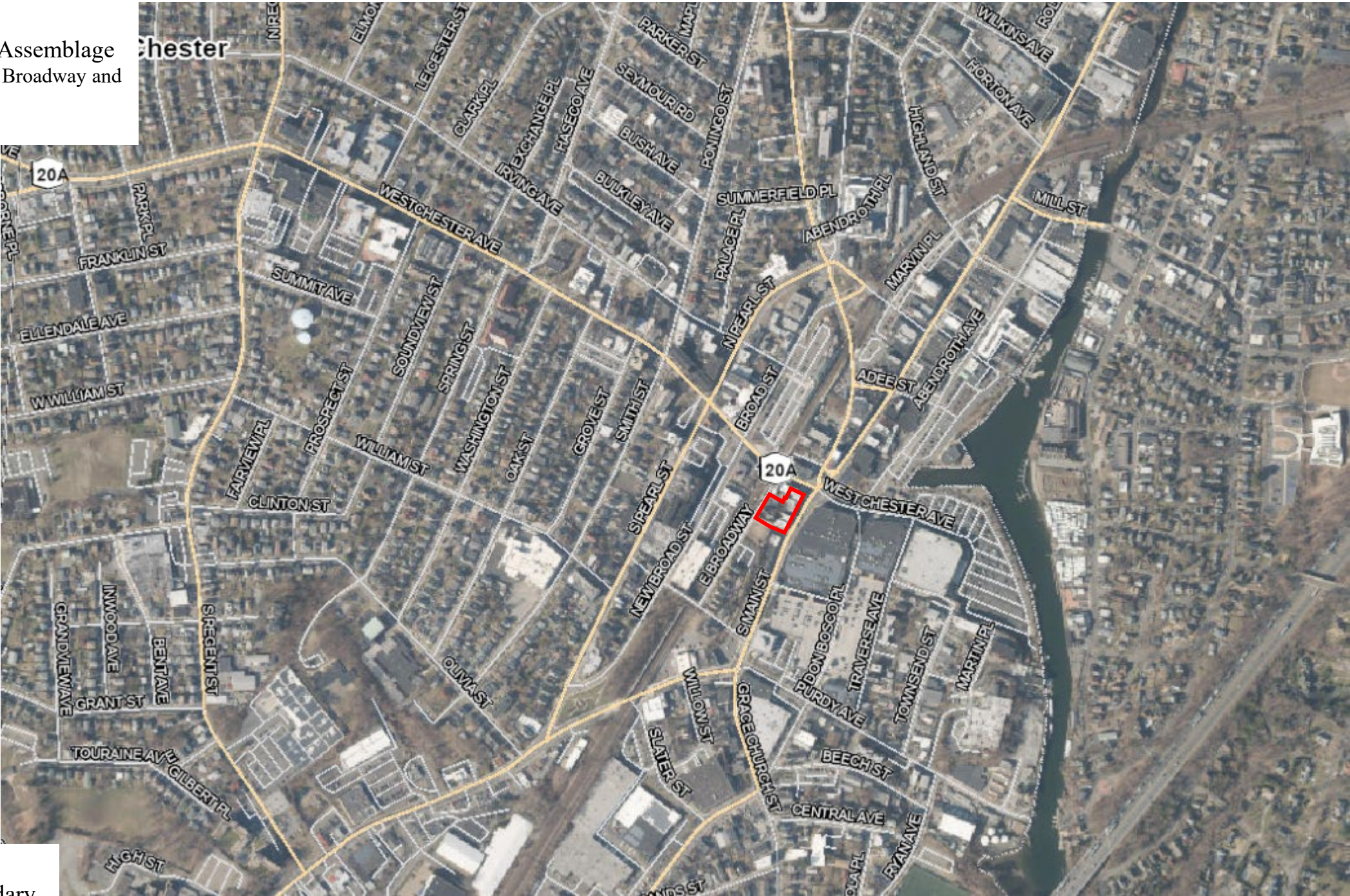
Figure Title
**SITE LOCATION
MAP**

Project No.
170653201
Date
12/20/2022
Scale
1"=2,000'
Drawn By
MG
Submission Date

Figure No.
1

Street Map

South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and
106 Westchester Avenue
Port Chester, New York 10573



Legend:
— Site Property Boundary



OWNER: 2SM Development, LLC (c/o Hyperion Group, LLC)

Miami, FL 33132

PLEASE SPECIFY THE ASSESSMENT INFORMATION ON THE PARCELS TO BE MERGED or SPLIT:

[illegible]

The merger is proposed in connection with redevelopment of the subject lots into one project.

I CONFIRM THAT TITLE TO ALL PROPERTIES TO BE MERGED ARE HELD IN THE NAME OF THE OWNER(S) STATED ABOVE.

Signature of Owner/Representative:  Date 11.22.2021

(print name) Robert Vecsler Phone# _____ Email: rvecsler@hypdev.com

Signature of Owner/Representative: _____ Date _____

(print name) Phone# Email:

Signature of Owner/Representative: _____ Date _____

(print name) Phone# Email:

Signature of Owner/Representative: _____ **Date** _____
(print name) _____ Phone# _____ Email: _____

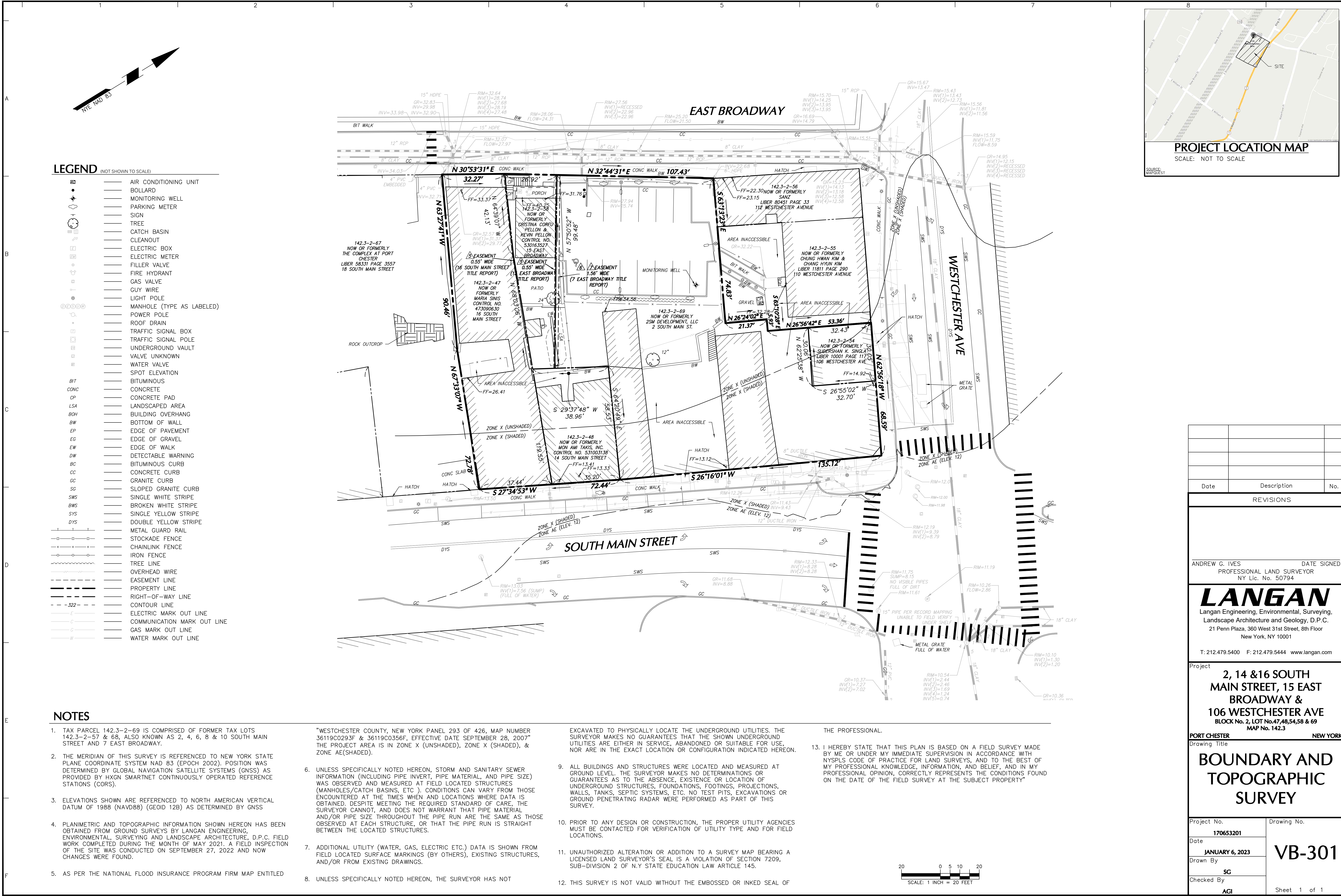
NOTE: ALL OWNERS MUST SIGN AND AGREE TO THIS SPLIT/MERGE. USE ADDITIONAL FORMS IF NECESSARY. If OWNER IS A PARTNERSHIP, LLC, etc., THEN PROOF MUST BE SUBMITTED THAT THE PERSON SIGNING HAS THE AUTHORITY TO DO SO ON BEHALF OF THE PARTNERSHIP, LLC, etc. (example: corporate resolution).

Official Use Only

NEW DESIGNATION(s) [separate spreadsheet may be required]

SECTION	BLOCK	LOT	LAND ASSESSMENT	TOTAL ASSESSMENT	STREET ADDRESS

SECTION	BLOCK	LOT	LAND ASSESSMENT	TOTAL ASSESSMENT	STREET ADDRESS



From: assessor@townofryeny.com <assessor@townofryeny.com>
Sent: Thursday, April 21, 2022 11:14 AM
To: scott@allen-prop.com; Maria Rappoccio <mrappoccio@townofryeny.com>; Assessor's Office <assessor@townofryeny.com>
Cc: Robert Vecsler <rvecsler@hypdev.com>; Gordon Casement <gcasement@townofryeny.com>; Katz, Michael <MKatz@cuddyfeder.com>; Gioffre III, Anthony B. <AGioffre@cuddyfeder.com>
Subject: RE: Port Chester Tax Lot Merger - 2, 4, 6 & 8 S Main St

Hi Scott,

I can sign off on the split-merge form. We have assigned the new parcel ID (section/block/lot).

Is there a street address that you have agreed to with the village so that I can put that on the form?

Just so you know, we will not be providing the assessment until all of our new values come out on or about June 1, 2022.

Regards,
Denise

From: scott@allen-prop.com <scott@allen-prop.com>
Sent: Wednesday, April 20, 2022 3:51 PM
To: 'Maria Rappoccio' <mrappoccio@townofryeny.com>; 'Assessor's Office' <assessor@townofryeny.com>
Cc: 'Robert Vecsler' <rvecsler@hypdev.com>; 'Gordon Casement' <gcasement@townofryeny.com>; 'Katz, Michael' <MKatz@cuddyfeder.com>; 'Gioffre III, Anthony B.' <AGioffre@cuddyfeder.com>
Subject: RE: Port Chester Tax Lot Merger - 2, 4, 6 & 8 S Main St

Thank you Maria!!

We do not have anything from the Village of Port Chester as to the new street address. We are merging these in anticipation of a new development and will be updating the address later. Keeping it as 2-8 S Main would be great for now.

Would it potentially be possible to Sign our attached town of Rye form also making a note that it has been "approved" for Merger from the town of Rye? We are filing this lot as part of an application with the NYS DEC and this would be very helpful in that application process.

Happy to talk quickly if needed and thank you again in advance!

Scott Allen
m: (US) +1.601.209.1613
e: scott@allen-prop.com

From: Maria Rappoccio <mrappoccio@townofryeny.com>

Sent: Tuesday, April 19, 2022 4:40 PM

To: Scott Allen <scott@allen-prop.com>; Assessor's Office <assessor@townofryeny.com>

Cc: Robert Vecsler <rvecsler@hypdev.com>; Gordon Casement <gcasement@townofryeny.com>;
Katz, Michael <MKatz@cuddyfeder.com>; Gioffre III, Anthony B. <AGioffre@cuddyfeder.com>

Subject: RE: Port Chester Tax Lot Merger - 2, 4, 6 & 8 S Main St

Hi Mr. Allen,

Yes it was a nice long weekend. I hope you enjoyed your holiday as well.

The NEW 2022 tax number (Section Block & Lot) will be **142.30-2-68** for the 2022 Assessment Roll.

Do you have anything from the Village of Port Chester on what the new street address will be?

If not for now I will make it 2-8 S. Main St until I hear differently.

Have a great night.

Best,

Maria

From: Donohue, Kevin <KDonohue@portchesterny.gov>
Sent: Friday, December 9, 2022 9:37 AM
To: Maria Rappoccio <mrappoccio@townofryeny.com>
Subject: RE: Port Chester Tax Lot Merger - 2-8 S Main St, 10 S Main St, & 7 East Broadway - New SBL #142.30-2-69 for the 2023 Tentative Assessment Roll - St Address Assignment 2 South Main Street

Maria,

Please be advised that the tax lot merger of 2-8 S Main St, 10 S Main St, & 7 East Broadway to a new single tax number will be "SBL #142.30-2-69" with an assigned street address of 2 South Main Street.



Kevin Donohue, CFM

**Building Inspector
Building Department**

T: 914.939.5203

F: 914.939.8747

E: KDonohue@PortChesterNY.gov

222 Grace Church St. | Port Chester, NY 10573

From: Maria Rappoccio <mrappoccio@townofryeny.com>
Sent: Friday, December 9, 2022 9:12 AM
To: scott@allen-prop.com; Donohue, Kevin <KDonohue@portchesterny.gov>
Cc: Robert Vecsler <rvecsler@hypdev.com>; Gordon Casement <gcasement@townofryeny.com>; Katz, Michael <MKatz@cuddyfeder.com>; Gioffre III, Anthony B. <AGioffre@cuddyfeder.com>
Subject: RE: Port Chester Tax Lot Merger - 2-8 S Main St, 10 S Main St, & 7 East Broadway - New SBL #142.30-2-69 for the 2023 Tentative Assessment Roll - St Address

Good Morning Scott,

I spoke with Kevin the Village of Port Chester's Building Inspector on my way into the office this morning. I let him know that you would like the street address for the merged properties above to be known as 2 S. Main St.

He was fine with that address. I'm copying him on this email so he will respond with his blessing.

Best,
Maria

From: Maria Rappoccio <mrappoccio@townofryeny.com>
Sent: Wednesday, December 7, 2022 1:06 PM
To: scott@allen-prop.com; Assessor's Office <assessor@townofryeny.com>
Cc: Robert Vecsler <rvecsler@hypdev.com>; Gordon Casement <gcasement@townofryeny.com>; Katz, Michael <MKatz@cuddyfeder.com>; Gioffre III, Anthony B. <AGioffre@cuddyfeder.com>
Subject: RE: Port Chester Tax Lot Merger - 2-8 S Main St, 10 S Main St, & 7 East Broadway - New SBL #142.30-2-69 for the 2023 Tentative Assessment Roll

Good Afternoon Scott,

We received the filed deed in this week's transfers and updated the ownership on our records. Thank you for clarifying that all 3 properties will be merged into ONE new lot.

The new SBL is **142.30-2-69** for the Tentative 2023 Assessment Roll. Do you happen to have the new address for this parcel or will it remain as 8 S Main? I will be merging/mapping them this week and it is helpful to have the address at that time. Please let me know.

Stay safe & Happy Holidays!!

Best,

Maria

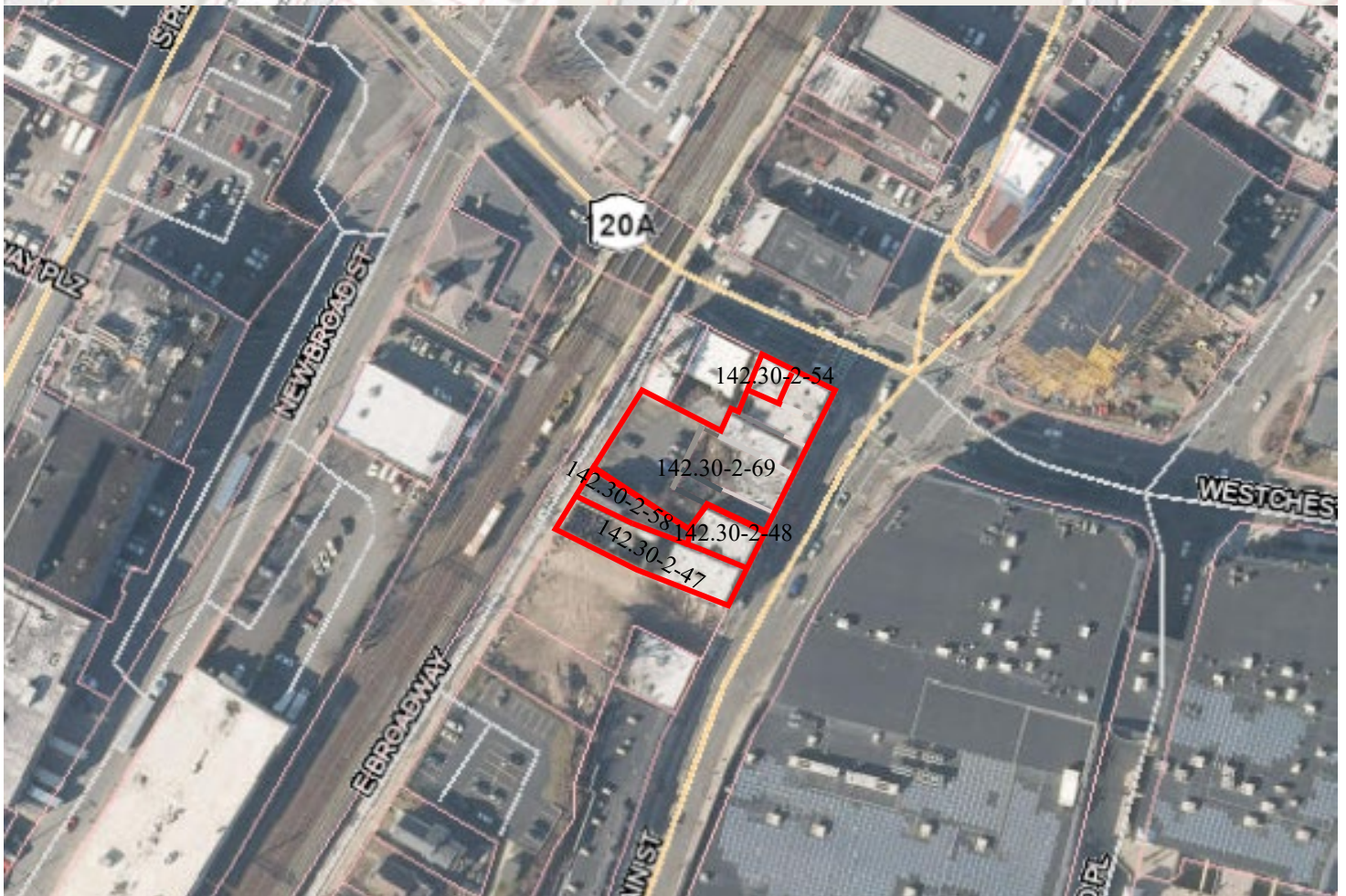
From: scott@allen-prop.com <scott@allen-prop.com>
Sent: Monday, December 5, 2022 2:57 PM
To: 'Maria Rappoccio' <mrappoccio@townofryeny.com>; 'Assessor's Office' <assessor@townofryeny.com>
Cc: 'Robert Vecsler' <rvecsler@hypdev.com>; 'Gordon Casement' <gcasement@townofryeny.com>; 'Katz, Michael' <MKatz@cuddyfeder.com>; 'Gioffre III, Anthony B.' <AGioffre@cuddyfeder.com>
Subject: RE: Port Chester Tax Lot Merger - 2-8 S Main St, 10 S Main St, & 7 East Broadway

Hi Maria,
Forwarding the attached Westchester County Recording and Endorsement Page we received from the county.

I hope this helps in the interim with the information needed for the lot merger.

Scott Allen
m: (US) +1.601.209.1613
e: scott@allen-prop.com

TAX MAP – After Merger



TAX MAP – Before Merger

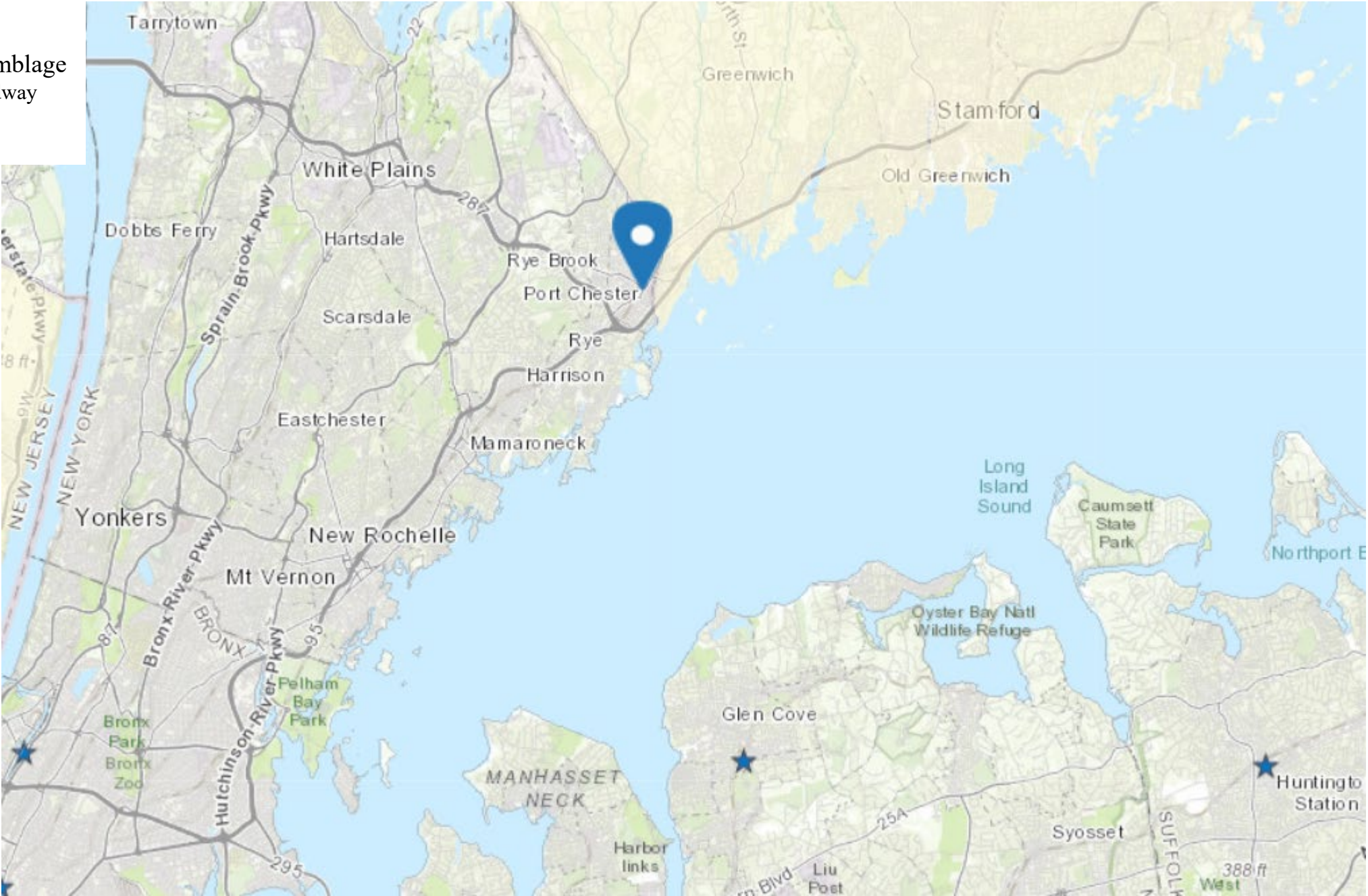
The map displays a grid of property lots with the following details:

- Streets:** Broadway, Avenue, Street, Westchester Ave, S Main St, E Broadway.
- Red-outlined Area (Lots 46-58):**
 - Lot 58:** 15, 26.92, 39.80, 32.5
 - Lot 57:** 19.81, 20.70, 20.70, 19.44, 7 E Broadway 142.30-2-57
 - Lot 56:** 112, 24.97, 75, 112 Westchester Ave 142.30-2-56
 - Lot 55:** 110, 54.50, 110 Westchester Ave 142.30-2-55
 - Lot 54:** 106, 30.05, 32.44, 30.06
 - Lot 53:** 2, 38.54, 28.87, 38.79, 3.83
 - Lot 52:** 22, 5.13, 20.92
 - Lot 51:** 90, 39.0, 24.66
 - Lot 50:** 8, 39.3, 25.2, 8 S Main St 142.30-2-50
 - Lot 49:** 10, 90.00, 90.00, 60.06
 - Lot 48:** 14, 35.0, 14 S Main St 142.30-2-48
 - Lot 47:** 11.42, 27.92, 39, 62.72, 16 S Main St 142.30-2-47
 - Lot 46:** 18, 72.87, 37.42, 18 S Main St 142.30-2-67
- Other Labels:** 50.5, 32.5, 5.77, 17.14, 16.45, 20.80, 39.3, 24.96, 5.77, 6 S Main St 142.30-2-51, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62.72, 90.46, 99.42, 90.46, 32.5, 39.80, 26.92, 15, 19.81, 20.70, 20.70, 19.44, 75, 112, 24.97, 54.50, 110, 110 Westchester Ave 142.30-2-55, 112 Westchester Ave 142.30-2-56, 7 E Broadway 142.30-2-57, 16 S Main St 142.30-2-47, 18 S Main St 142.30-2-67, 14 S Main St 142.30-2-48, 8 S Main St 142.30-2-50, 6 S Main St 142.30-2-51, 20.92, 30.06, 32.44, 30.05, 38.54, 28.87, 38.79, 3.83, 24.66, 39.0, 25.2, 39.3, 17.53, 119.55, 11.42, 27.92, 39, 62

BOA Map

South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway
and 106 Westchester Avenue
Port Chester, New York 10573

- Legend:**
- Site Location
 - BOA Designation

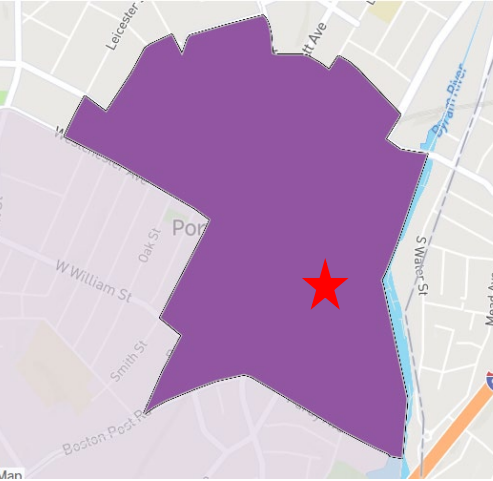


February 2022
Source: NYS Geographic
Information Gateway
Scale: 1" = 100' approximately

Disadvantaged Communities

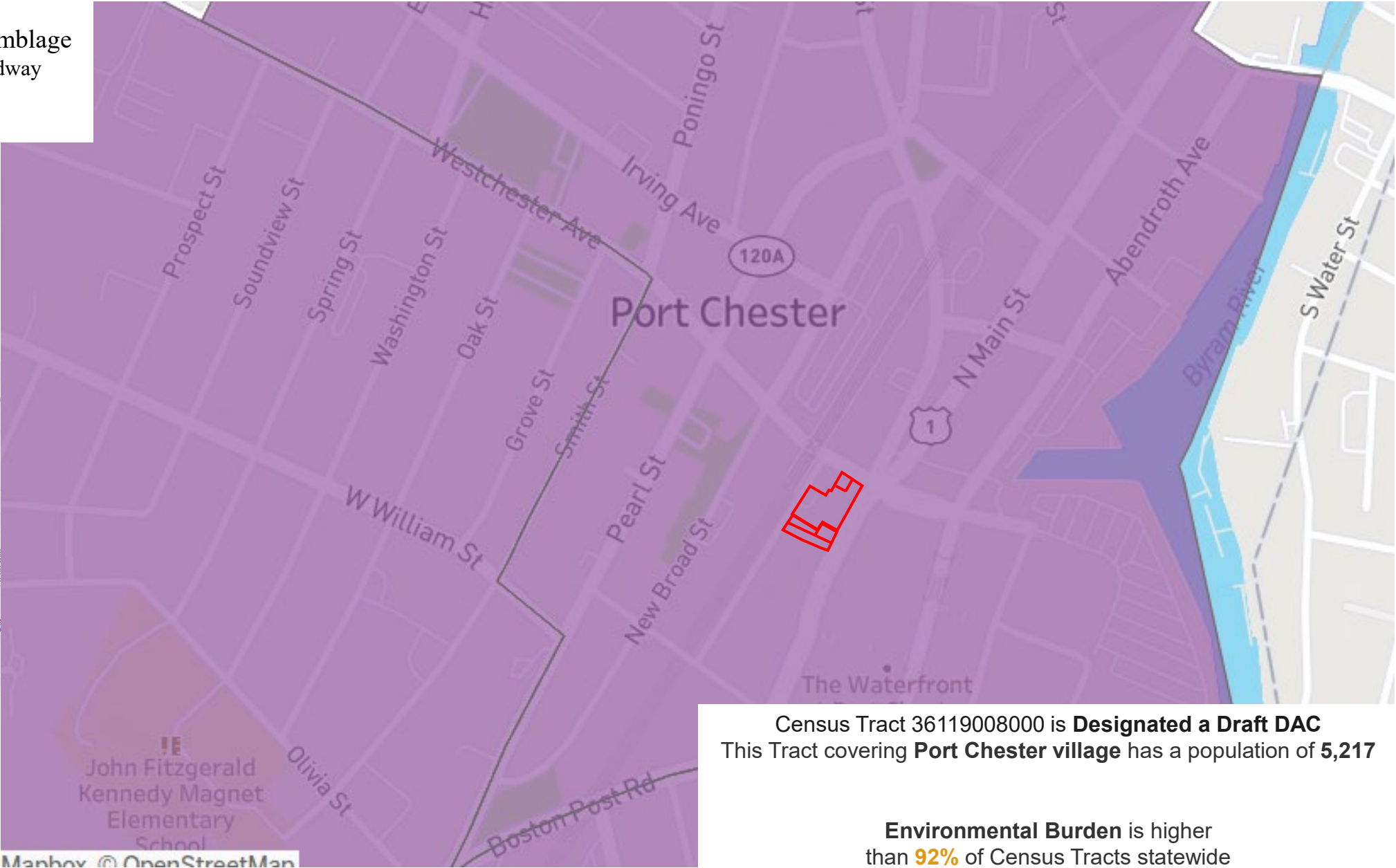
Map

South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway
and 106 Westchester Avenue
Port Chester, New York 10573



Legend:

- Site Property Boundary
- Disadvantaged Community



Census Tract 36119008000 is **Designated a Draft DAC**
This Tract covering **Port Chester village** has a population of **5,217**

Environmental Burden is higher
than **92%** of Census Tracts statewide
Population Vulnerability is higher
than **76%** of Census Tracts statewide

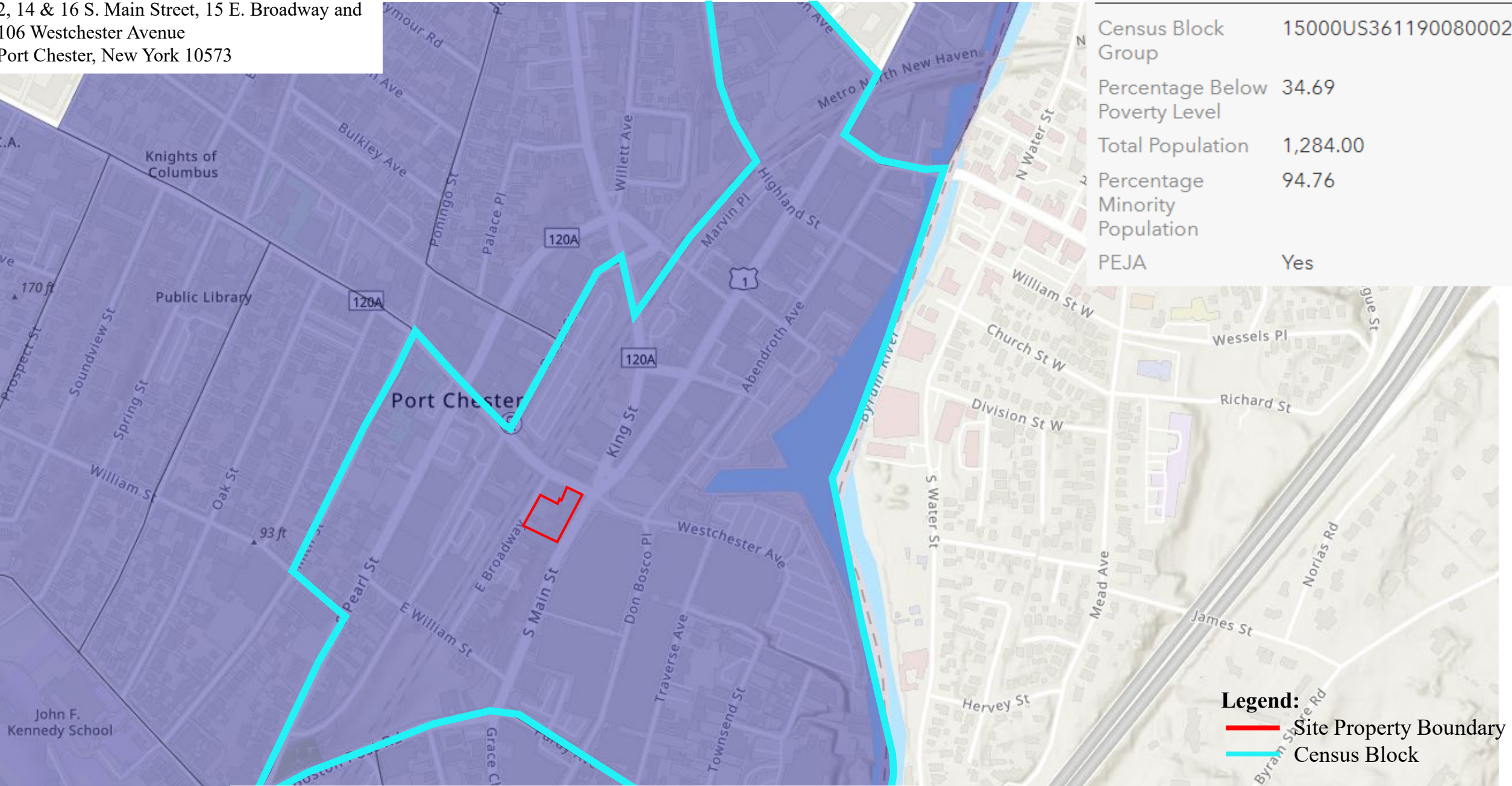
Population Characteristics & Vulnerability

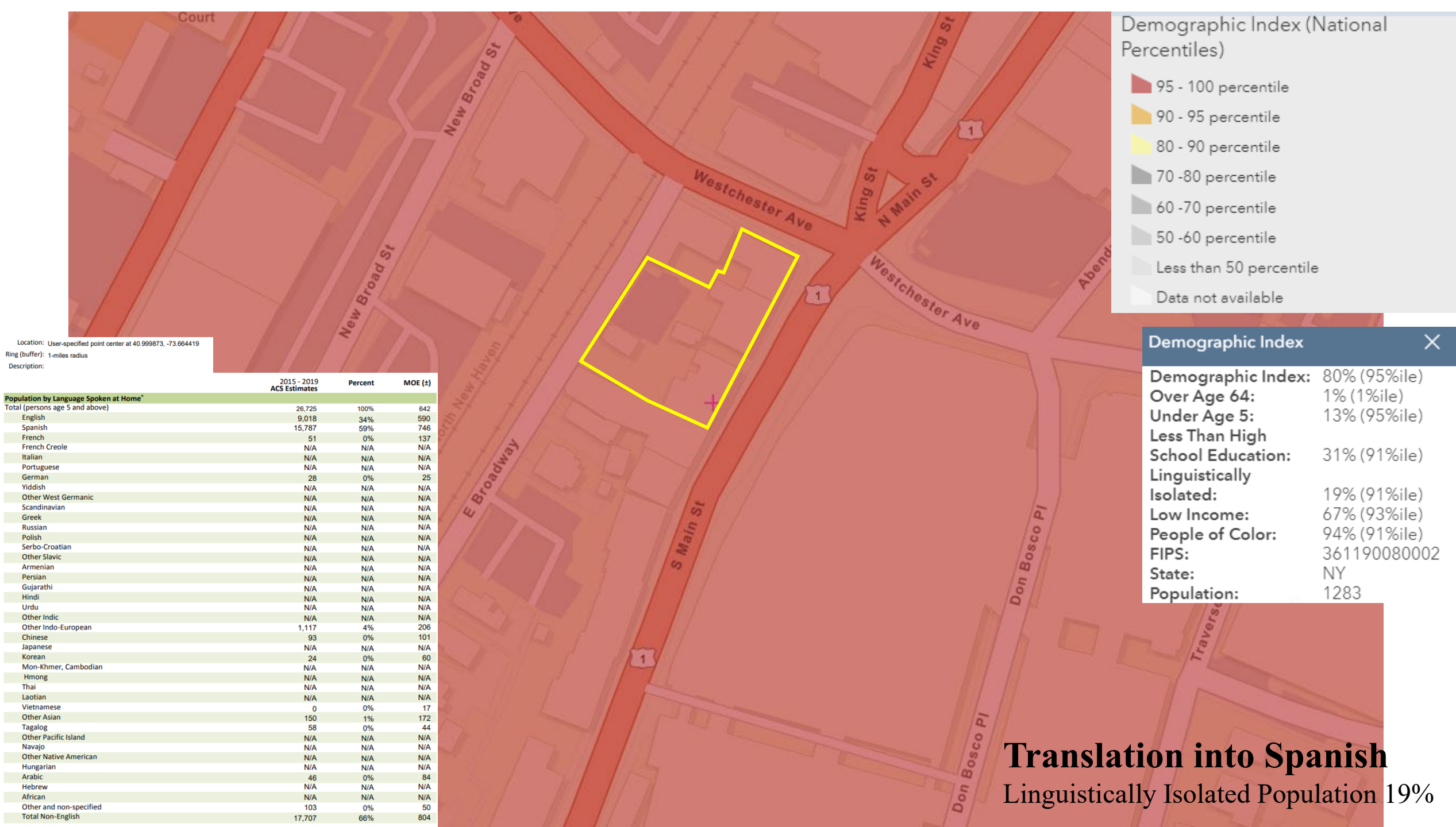
Health Impacts & Burdens	Asthma ED visits	6%
	COPD ED visits	1%
	Heart attack (MI) Hospitalization	1%
	Low Birthweight	34%
	Pct Adults Age 65+	11%
	Pct w/ Disabilities	15%
	Pct w/o Health Insurance	99%
	Premature Deaths	74%
Housing, Mobility, Communications	Energy Poverty / Cost Burden	83%
	Homes Built Before 1960	46%
	Housing Cost Burden (Rental C..	43%
	Manufactured Homes	0%
	Pct Renter-Occupied Homes	89%
	Pct w/o Internet (home or cellul..	72%
Income	Pct <100% of Federal Poverty ..	82%
	Pct <80% Area Median Income	93%
	Pct Single-Parent Households	72%
	Pct w/o Bachelor's Degree	75%
	Unemployment Rate	81%
Race/Ethnicity	Limited English Proficiency	95%
	Pct Asian	17%
	Pct Black or African American	56%
	Pct Latino/a or Hispanic	99%
	Pct Native American or Indigen..	76%

Environmental Burden & Climate Change Risk

Land Use & Historic Discrimination	Active Landfills	0%
	Housing Vacancy Rate	38%
	Industrial/Manufacturing/Mining La..	72%
	Major Oil Storage Facilities	74%
	Municipal Waste Combustors	0%
	Power Generation Facilities	0%
	Regulated Management Plan (Ch..	78%
	Remediation Sites	57%
	Scrap Metal Processing	0%
Potential Climate Change Risk	Agricultural Land Use	0%
	Coastal Flooding and Storm Risk ..	63%
	Driving Time to Urgent/Critical Care	51%
	Extreme Heat Projections (>90° d..	64%
	Inland Flooding Risk Areas	0%
	Low Vegetative Land Cover	76%
Potential Pollution Exposure	Benzene Concentration (Modeled)	49%
	Particulate Matter (PM2.5)	44%
	Traffic: Diesel Trucks	41%
	Traffic: Number of Vehicles	71%
	Wastewater Discharge	82%

EJ MAP
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and
106 Westchester Avenue
Port Chester, New York 10573





En-Zone Map

South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E.
Broadway and 106 Westchester Avenue
Port Chester, New York 10573

Legend:

 Site Property
Boundary



February 2022

Source: Google Earth

Scale: 1" = 100' approximately

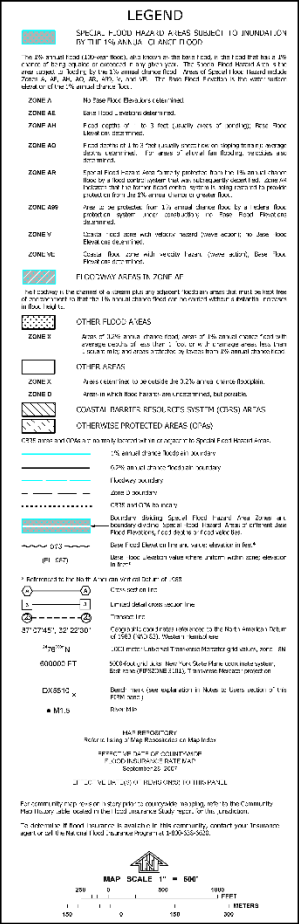
FLOOD MAP

South Main Petroleum Site
Assemblage
2, 14 & 16 S. Main Street, 15 E.
Broadway and 106 Westchester
Avenue
Port Chester, New York 10573

Legend:
 Site Location

All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.


October 2022
Source: FEMA Flood Map
Scale: 1" = 100" approximately

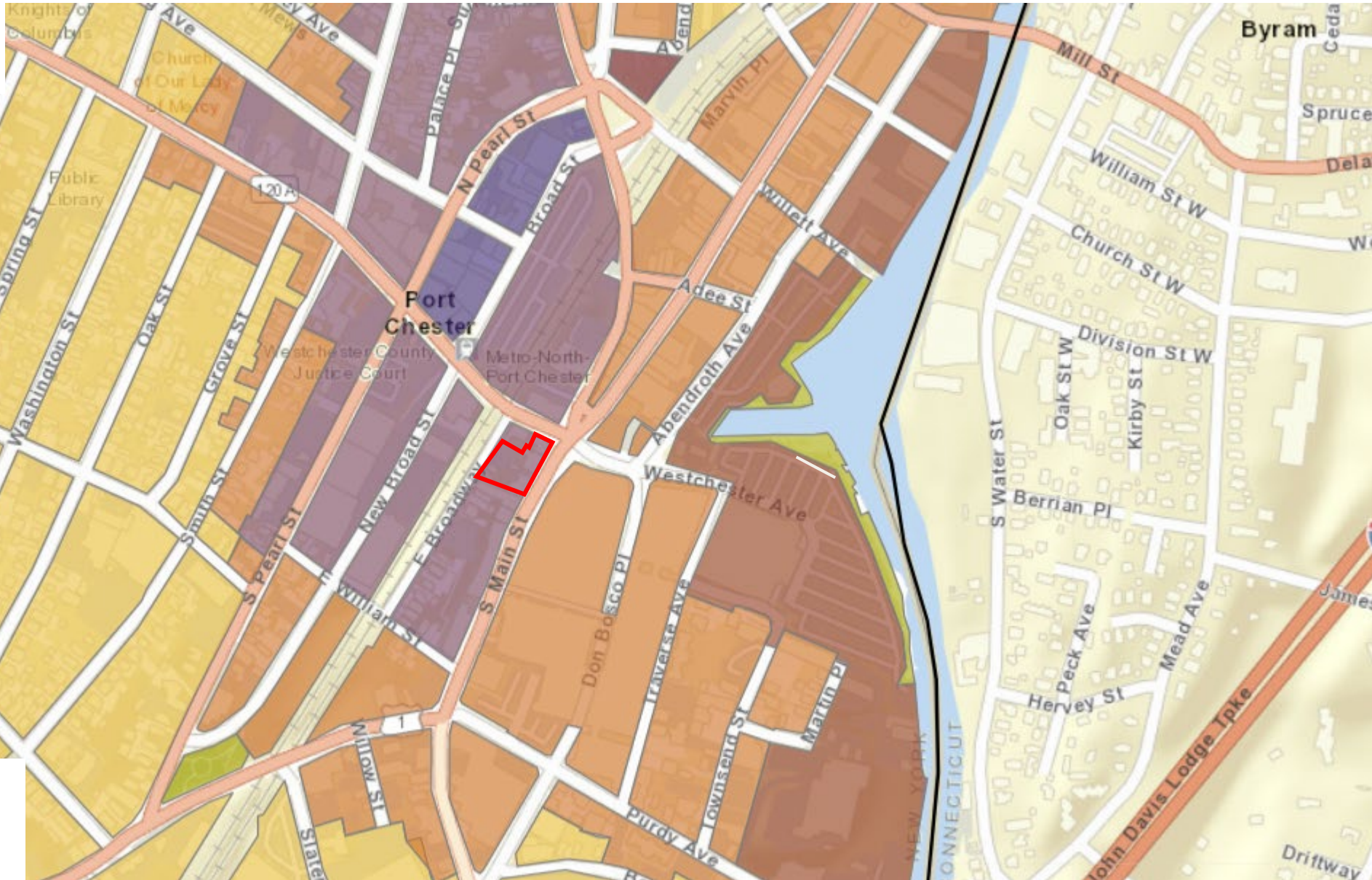
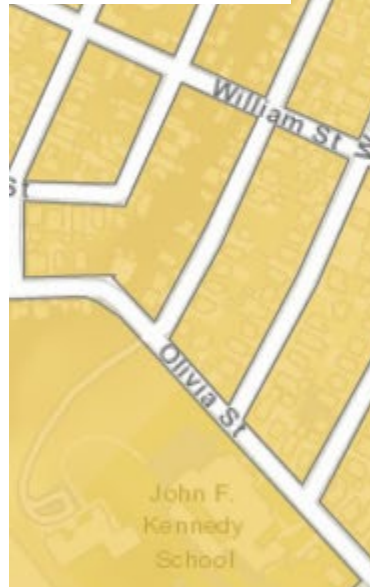


ZONING MAP

South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway
and 106 Westchester Avenue
Port Chester, New York 10573

Legend:

 Site property boundary
Zoning Districts: CD-6 (Urban Core
Character District)



January 2023

**Source: Village of Port
Chester MapLink**

Scale: 1" = 100' approximately

Zoning District: CD-6 (Urban Core Character District)

The CD-6 Urban Core Character District consists of higher density and height with a wide variety of Uses, located near and with connections and access to Public Transit. This District may be Adjacent to Civic Districts with significant Civic Spaces and important Civic Buildings. Its Blocks are defined by Thoroughfares with curbs, street trees, and wide Sidewalks, with narrow or no front Setback and no side Setbacks.

For complete information on this district, see §§ 345-305 and 345-306 and the tables referenced therein, and the District standards which are set forth for Buildings and Lots in § 345-405, and for Development Parcels in §§ 345-501 through 345-507 and Tables 345.405.A-1 through 345.405.A-11 (District Standards) and Table 345.405.B (Civic District Standards).

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

Year	Contact Information Lot 47 (F/K/A 2-96-6) 16 S. Main Street Owner	Status	Relation to Requestor
Unknown – 1946	William and Caroline Fingerle Address: 39 Puritan Drive Phone: Unknown Port Chester, New York 10573	Unknown	None
1946 - 1968	August Hellmann (Sold by Frieda Hellmann as executor of Will) Address: 16 S. Main Street Phone: Unknown Port Chester, New York 10573	Deceased	None
1968 - 1970	Frieda Hellmann Address: 16 S. Main Street Phone: Unknown Port Chester, New York 10573	Unknown	None
1970 - 1973	Elizabeth Coakley Address: 57 Willow Avenue Phone: Unknown Larchmont, New York 10538	Unknown	None
1973 - 1988	57 Willow Avenue Corp. Address: 83 Purchase Street Phone: Unknown Rye, New York 10580	Inactive	None
1988 – 1988	Philip D. Izzo Address: 282 White Birch Road Phone: Unknown Pound Ridge, New York 10576	Unknown	None
1988 - 1996	16 South Main Street Corp. Address: 16 S. Main Street Phone: Unknown Port Chester, New York 10573	Inactive	None
1996 - 2007	Pierre Sinis and Panagiotis Sinis (Deceased) Address: 46 Summit Avenue Phone: (914) 934-5252 Port Chester, New York 10573	Unknown & Deceased	None
8/31/2007 - Present	Pierre Sinis and Huguette Sinis Address: 46 Summit Avenue Phone: (914) 934-5252 Port Chester, New York 10573	Active	None
Operator			
1885 – 1890	Dwellings	N/A	None
1908 – 2006	Bake Ho. Stone Address: Unknown Phone: Unknown	Unknown	None
1918	Isador Jaaschik Reliable Jeweler Address: Unknown Phone: Unknown	Inactive	None
1926 - 1977	Mutual Meat Market Address: Unknown Phone: Unknown	Inactive	None
1931	Mr. and Mrs. William Holzel Address: Unknown Phone: Unknown	Deceased	None
1932 - 1937	Fingerle's High Grade Bakery Address: Unknown Phone: Unknown	Inactive	None
1938 - 1947	Hellmann's Bakery Address: Unknown Phone: Unknown	Inactive	None
1959	Anthony and Bernadette Matero Address: Unknown Phone: Unknown	Deceased	None
1962 - 1992	Mr. and Mrs. Michael Neilson, Sr. Address: Unknown Phone: Unknown	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

1970	Michael Carra Address: Unknown Phone: Unknown	Unknown	None
1972 - 1982	M. H. Williams Address: Unknown Phone: Unknown	Unknown	None
1972 - 1992	Henry Mutz Address: Unknown Phone: Unknown	Unknown	None
1973	Francis Popp Address: Unknown Phone: Unknown	Deceased	None
1973	Charnette Wig Shop Address: Unknown Phone: Unknown	Unknown	None
1977	Fred A. Constantine Address: Unknown Phone: Unknown	Unknown	None
1982	A. Valenzuela Address: Unknown Phone: Unknown	Unknown	None
1987	Ligia Quesada Address: Unknown Phone: Unknown	Unknown	None
1987	Susan Neilsen Address: Unknown Phone: Unknown	Unknown	None
1987	Idell's Beauty Salon Address: Unknown Phone: Unknown	Inactive	None
1992	Israel Lua Address: 119 Pitt Street Port Chester, New York 10573 Phone: (914) 690-9015	Active	None
1996	La Mexicana Restaurant Address: 204 Irving Avenue Port Chester, New York 10573 Phone: (914) 935-5996	Active	None
2000	Luis Paltin Address: 117 Poningo Street Port Chester, New York 10573 Phone: Unknown	Active	None
2000	Maria A. Lozano Address: 7 Washington Mews Port Chester, New York 10573 Phone: (914) 464-7617	Active	None
2000	Adonal Castellon Address: Unknown Phone: Unknown	Unknown	None
2000 - 2005	Elias Peralta Address: 326 Olivia Street Port Chester, New York 10573 Phone: (914) 939-7108	Active	None
2000 - 2005	A. Ortiz Address: Unknown Phone: Unknown	Unknown	None
2000 – 2017	Cristobal Alarcon Address: 222 Columbus Avenue Port Chester, New York 10573 Phone: (914) 456-9965	Active	None
2005	Jesus Villamil Address: 6 West Street Port Chester, New York 10573 Phone: (914) 934-7585	Active	None
2005	Marisela Vega Address: 21 Poningo Street, Apartment 2 Port Chester, New York 10573 Phone: Unknown	Active	None
2005	Ricardo Menendez Address: Unknown Phone: Unknown	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

2005 – 2010	Alejandra Marsigliano Last Known Address: 16 S. Main Street, Ste 1 Phone: (914) 935-9328 Port Chester, New York 10573	Active	None
2010 - 2014	Dolex Dollar Express, Inc. Address: C/O Mario Tujillo Phone: (800) 892-0210 701 Highlander Blvd. Arlington, TX 76015	Active	None
2010 - 2017	A-3 Photo Studio & Gifts, Inc. Address: C/O Jeannette Romero Phone: Unknown 27 Glen Avenue Port Chester, New York 10573	Active	None
2014 – 2017	20 Twenty Optical Center Last Known Address: 16 S. Main Street Phone: (914) 939-3489 Port Chester, New York 10573	Active	None
2017	Dollar Rent a Car Address: 11 Hillside Avenue Phone: (203) 622-4044 Port Chester, New York 10573	Active	None
2017 Present	Date of vacancy is unknown but presumed to be 2017 based on last tenant occupancy. Recent fire damage and demolition in mid 2023.	N/A	None

Year	Contact Information Lot 48 (F/K/A 2-97-5A) 14 S. Main Street Owner	Status	Relation to Requestor
Unknown – 1870	William Young Address: Unknown Phone: Unknown	Unknown	None
1870 – Unknown	Joseph M. Deveau Address: Unknown Phone: Unknown	Unknown	None
Unknown - 1944	Federal Deposit Insurance Corporation Address: Liberty Square Phone: Unknown Port Chester, New York	Active	None
1944 - 1980	Andrew Fasolino Address: 111 North Regent Street Phone: Unknown Port Chester, New York 10573	Unknown	None
1980 - 2013	Panayotis Sinis (Sold by Huguenot Sinis as the Executor of the Will) Address: 1615 Gulf Road Phone: (914) 934-5252 Tarpon Springs, Florida 34689	Deceased	None
4/12/2013 – Present	Mon Ami Takis, Inc. Address: 46 Summit Avenue Phone: (914) 934-5252 Port Chester, New York 10573	Active	None
Operator			
1885 – 1895	Wagon Shop	N/A	None
1902	Blacksmith	N/A	None
1908	Singer Sewing Machine Offices	N/A	None
1908	Tobacco Shop	N/A	None
1908	Stationary Store	N/A	None
1915	Drug Store	N/A	None
1930	Wellworth Shoe Store – Irving Werksman	Inactive	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

	Address: Unknown	Phone: Unknown		
1931	N.Y. Sample Shop (Tailor) Address: Unknown	Phone: Unknown	Inactive	None
1935 - 1977	J. Cammarato's Pharmacy/ Drug Store Address: 220 Westchester Avenue Port Chester, New York 10573	Phone: (914) 939-3911	Inactive	None
1947 - 1987	JC Shoe Repair Address: 4 S. Main Street Port Chester, New York 10573	Phone: (914) 960-1254	Active	None
1972	Mae D. Klaes Address: Unknown	Phone: Unknown	Unknown	None
1987	Gilberto Lopez Address: 26 Haseco Avenue Port Chester, New York 10573	Phone: (914) 844-9798	Active	None
1987	Mamma's Pizzeria Address: Unknown	Phone: Unknown	Inactive	None
1987 - 1992	Luis Luncheonette Address: 135 S. Main Street Port Chester, New York 10573	Phone: (914) 939-3132	Active	None
1989	Atanasio Peres Address: Unknown	Phone: Unknown	Unknown	None
1992	Downtown Shoe Repair Address: Unknown	Phone: Unknown	Inactive	None
1992	Angela Gevera Address: Unknown	Phone: Unknown	Unknown	None
1992	Jose Herrna Rodrigues Address: Unknown	Phone: Unknown	Unknown	None
2000	Don Pedro II Mexican Food Last Known Address: 14 S. Main Street Port Chester, New York 10573	Phone: (914) 939-3306	Inactive	None
2000	Don Pedro Last Known Address: 14 S. Main Street Port Chester, New York 10573	Phone: (914) 939-3306	Active	None
2000	M. Rivera Address: Unknown	Phone: Unknown	Unknown	None
2000	Oscar Rodriguez Address: 40 Riverdale Avenue Port Chester, New York 10573	Phone: (914) 939-2639	Active	None
2000 – 2005	Sinis Contracting Address: 55 Havilands Lane White Plains, New York 10605	Phone: (914) 948-1059	Inactive	None
2000 – 2005	Jose L. Martinez Address: 84 Washington Street, 7 th Floor Port Chester, New York 10573	Phone: Unknown	Active	None
2005	Luis Arias Address: 471 W. William Street Port Chester, New York 10573	Phone: (914) 690-9054	Active	None
2005	Marcelo Ayavaca Address: Unknown	Phone: Unknown	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

2005	Clasius R. Deleg Address: Unknown Phone: Unknown	Unknown	None
2010 – 2017	El Tesoro Restaurant II Last Known Address: 14 S. Main Street Port Chester, New York 10573 Phone: (914) 937-2086	Inactive	None
Present	Vacant – Date of vacancy is unknown but presumed to be 2017 based on last tenant occupancy. Recent fire damage and demolition in mid 2023.	N/A	None

Year	Contact Information P/O Lot 69 (Former Lot 49) P/O 2 S. Main Street (Former 10 S. Main St) Owner	Status	Relation to Requestor
Unknown – 1944	Elizabeth Monteverde Last Known Address: 344 Irving Avenue Port Chester, New York 10573 Phone: Unknown	Unknown	None
1944 – 1959	Samuel Schiller Address: N/A Phone: N/A	Deceased	None
1959 - 1978	Rocco Pizzarello and Joseph Pizzarello Address: N/A Phone: N/A	Deceased	None
1978 – 1990	Carlos Gomez and Helena Gomez (Sold out 1980) Address: 147 Brewster Hill Road Brewster, New York 10509 Phone: (914) 937-1678	Active	None
1990 - 2009	Jose Pedro Carmona and Ayda A. Carmona Address: 229 South Regent Street Port Chester, New York 10573 Phone: (914) 939-6668	Active	None
2009 - 2021	Janet C. Carmona and Ayda A. Carmona Address: 229 South Regent Street Port Chester, New York 10573 Phone: (914) 939-6668	Active	None
5/5/2021 – 10/7/2021	SER 10 South Main, LLC Address: 44 Church Street White Plains, New York 10601 Phone: Unknown	Active	None
9/30/2021 – 10/7/2021	Two Hearts Partners, L.P. Address: c/o Martin Berger 29 Carolyn Place Armonk, New York 10504 Phone: Unknown	Active	None
10/7/2022 – Present	2SM Development, LLC Address: 9 West 57 th Floor, 46 th Floor New York, New York 10019 Phone: (917) 880-5100	Active	Requestor
Operator			
1901 – 1915	Wholesale and Retail Wines and Liquor Address: Unknown Phone: Unknown	Unknown	None
1919	Joseph Cohen Address: N/A Phone: N/A	Deceased	None
1923	A Barnowsky (Smoke Shop/Drug Store) Address: Unknown Phone: Unknown	Inactive	None
1924	Central Candy Kitchen Address: Unknown Phone: Unknown	Inactive	None
1931	Panken's Port Chester Clothing Co.	Inactive	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

	Address: Unknown	Phone: Unknown		
1946	Schiller's (Printing) Address: Unknown	Phone: Unknown	Inactive	None
1961	Roy B. Dole Address: N/A	Phone: N/A	Deceased	None
1982	J. H. Diamon Attorney Address: Unknown	Phone: Unknown	Unknown	None
1982 - 1987	C. Gomez Real Estate and Insurance Address: 147 Brewster Hill Road Brewster, New York 10509	Phone: (914) 937-1678	Inactive	None
1982 - 2014	Mi Refugio Last Known Address: 10 S. Main Street Port Chester, New York 10573	Phone: (914) 939-6668	Inactive	None
1992 - 2017	Ayda A. Carmona Insurance Last Known Address: 10 S. Main Street Port Chester, New York 10573	Phone: (914) 939-6668	Unknown	None
2014 – 2017	Picture Time & Marketing Address: Unknown	Phone: Unknown	Inactive	None
2017	Liberty Tax Services Address: 42 N. Main Street, Suite 1 Port Chester, New York 10573	Phone: (917) 947-7897	Active	None
Oct-Dec 2021 - Present	Vacated between 2021 and 2022		N/A	None

Year	Contact Information P/O Lot 69 (Former Lot 50 (F/K/A 2-97-5C) P/O 2 S. Main Street (Former 8 S. Main St) Owner	Status	Relation to Requestor
Unknown – 1912	Benjamin Shea, Wilhelmina Shea, Amanda Shea, James Shea, and Caroline Shea Address: Village of Port Chester	Unknown	None
1912 – 1920/1923	Shea Realty Company Address: 86 Leicester Street Port Chester, New York	Inactive	None
Unknown – 1923	Rose Berenblum (Portion of) Address: Village of Port Chester	Unknown	None
1920 - 1941	Abraham H. Kavovitz and Lillian Kavovitz (Portion of until 1923) Address: 49 Elmont Avenue Port Chester, New York	Unknown	None
1941 – 1998	Madelon Estates, Inc. Address: c/o Leon Kavey 44 Montrose Road Scarsdale, New York 10583	Inactive	None
1998 - 2014	Panagiotis Sinis (Deceased) and Pierre Sinis (Sold by Huguenot Sinis as the executor of Panagiotis's Will) Address: 46 Summit Road Port Chester, New York 10573	Deceased	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

2014 – 2021	Philiron, Inc. Address: 46 Summit Avenue Port Chester, New York 10573	Phone: (914) 934-5252	Active	None
Aug 12, 2021 – Present	2SM Development, LLC Address: 9 West 57 th Street, 46 th Floor New York, New York 10019	Phone: (918) 880-5100	Active	Requestor
Operator				
1885	Boarding		N/A	None
1890 – 1895	Putnam Housing		N/A	None
1902 – 1915	Furniture Store		N/A	None
1927 - 1942	Henry C. Riester – Photography Address: N/A	Phone: N/A	Deceased	None
1933 - 1949	Mallinger Square Store – Clothing Store Address: Unknown	Phone: Unknown	Inactive	None
1937	Liberty Fish Market Address: Unknown	Phone: Unknown	Inactive	None
1954 - 1972	Howard Loth Photography Address: N/A	Phone: N/A	Deceased	None
1972	Riester Studio Address: Unknown	Phone: Unknown	Unknown	None
1972	Urban League Address: Unknown	Phone: Unknown	Unknown	None
1972	Westmore Liquor Store Address: Unknown	Phone: Unknown	Unknown	None
1972 - 1987	M.K. Kavey Attorney Address: Unknown	Phone: Unknown	Unknown	None
1972 – 1992	Morris Fox CPA Address: Unknown	Phone: Unknown	Unknown	None
1977	Leon I Kavey Attorney Address: N/A	Phone: N/A	Deceased	None
1977	Barbara Santa Address: Unknown	Phone: Unknown	Unknown	None
1977 – 1987	G.P. O'Shea Associates Address: Unknown	Phone: Unknown	Unknown	None
1982	Sport Look Alternative Address: Unknown	Phone: Unknown	Unknown	None
1982 – 2000	Madelon Estates Inc. Last Known Address: 8 S. Main Street Port Chester, New York 10573	Phone: N/A	Inactive	None
1987	Acme Limousine Address: Unknown	Phone: Unknown	Unknown	None
1987	U.S. Schenk Address: N/A	Phone: N/A	Deceased	None
1987 – 1992	Susi Dugaw Photo Address: 11 Field Street, Suite #2 Peekskill, New York 10566	Phone: (914) 739-7223	Active	None
1987 – 1992	Fantasy Look Bridal Address: Unknown	Phone: Unknown	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

1987 - 2000	Moy Laundry Address: 333 South Oyster Bay Road Plainview, New York 11803	Phone: (516) 935-6696	Active	None
1992	Spectrum Educational Service Address: Unknown	Phone: Unknown	Unknown	None
1992	United States Soccer Congress International Address: Unknown	Phone: Unknown	Unknown	None
2000	Aliga Telecentral Address: Unknown	Phone: Unknown	Unknown	None
2000	Carlos Insurance Agency Address: 102 Westchester Avenue Port Chester, New York 10573	Phone: (914) 939-6000	Active	None
2000	Mario Demarco Attorney Address: 1 Gateway Plaza Port Chester, New York 10573	Phone: (914) 937-2213	Active	None
2000	El Hispano Address: Unknown	Phone: Unknown	Unknown	None
2000	Montevideo Imports Incorporated Address: 6 N. Pearl Street Port Chester, New York 10573	Phone: (914) 934-2288	Active	None
2000	Village Taxi Address: 10 Broad Street Port Chester, New York 10573	Phone: (914) 937-4040	Active	None
2000 – 2017	EEUU Immigration Centers Incorporated Address: 790 Horseblock Road Farmingville, New York 11738	Phone: (914) 937-2213	Inactive	None
2010	William V. Cally Address: Unknown	Phone: Unknown	Unknown	None
2010	Mario L. DeMarco Address: Unknown	Phone: Unknown	Unknown	None
2010	Texas Chili Restaurant Inc. Address: 4 South Main Street, 3 rd Floor Port Chester, New York 10573	Phone: Unknown	Inactive	None
2010 – 2017	2020 Optical Store LLC Last Known Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 939-9200	Inactive	None
2014	Texan Chili Grill Address: 36 Broad Street Port Chester, New York 10573	Phone: (914) 937-0840	Active	None
2014 - 2017	Los Chuzos Juancho Last Known Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 481-1340	Inactive	None
2014 – 2017	T Angels Address: Unknown	Phone: Unknown	Unknown	None
2014 – 2021	Image Body Treatment & Skincare Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 305-4019	Active	None
2017	Mano DeMarco Address: Unknown	Phone: Unknown	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

2017	Montoia Consulting Last Known Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 305-5173	Inactive	None
2017 -2018	Pete's Texan Style Chili Last Known Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 612-4343	Inactive	None
2018	Medina Accounting & Tax Services Inc. Address: 25 Park Avenue Port Chester, New York 10573	Phone: (914) 481-5544	Active	None
2019	Tonos Mexican Restaurant Last Known Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 314-4501	Inactive	None
2021	Kentucky Fried Chicken Address: 372 North Avenue New Rochelle, New York 10801	Phone: (914) 654-6535	Active	None
2021	First Class Handyman Services LLC Address: 8 S. Main Street, #4 Port Chester, New York 10573	Phone: (914) 380-9350	Active	None
2021	Painting Services Westchester Address: 8 S. Main Street Port Chester, New York 10573	Phone: (914) 427-2400	Active	None
2021 -Present	Vacant		N/A	None

Year	Contact Information P/O Lot 69 (Former Lot 51(F/K/A 2-97-5D) P/O 2 S. Main Street (Former 6 S. Main St) Owner	Status	Relation to Requestor
Unknown – 1912	Benjamin Shea, Wilhelmina Shea, Amanda Shea, James Shea, and Caroline Shea Address: Unknown Phone: Unknown	Unknown	None
1912 – 1920/1923	Shea Realty Company Address: 86 Leicester Street Port Chester, New York 10573	Unknown	None
Unknown – 1923	Rose Berenblum (Portion of) Address: Port Chester, New York 10573 Phone: Unknown	Unknown	None
1920 - 1941	Abraham H. Kavovitz and Lillian Kavovitz (Portion of until 1923) Address: 48 Elmont Avenue Port Chester, New York 10573	Deceased	None
1941 – 1998	Madelon Estates, Inc. Address: c/o Leon Kavey 44 Montrose Road Scarsdale, New York 10583	Inactive	None
1998 - 2014	Panagiotis Sinis (Deceased) and Pierre Sinis (Sold By Huguenot Sinis as the executor of Panagiotis's Will) Address: 46 Summit Avenue Port Chester, New York 10573	Deceased	None
2014 – 2021	Philiron, Inc. Address: 46 Summit Avenue Port Chester, New York 10573	Active	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

Aug 12, 2021 – Present	2SM Development, LLC Address: 888 Biscayne Boulevard, Suite 101 Miami, Florida 33312	Phone: (918) 880 - 5100	Active	Requestor
Operator				
1885-1890	Bar – Name Unknown		N/A	None
1890-1895	Putnam Housing		N/A	None
1905-1908	Furniture Store		N/A	None
1915	Saloon		N/A	None
1927	Princeton Clothes for Men Address: Unknown	Phone: Unknown	Unknown	None
1926 - 1935	A.H. & L. Kavovitz – Private Bankers (Became Kavey Bankers) Address: 31 Mamaroneck Avenue White Plains, New York 10601	Phone: Unknown	Inactive	None
1931	Benjamin I. Taylor – Attorney Address: N/A	Phone: N/A	Deceased	None
1934	The Wool Shop Address: Unknown	Phone: Unknown	Unknown	None
1935	The Square Liquor Shop Address: Unknown	Phone: Unknown	Unknown	None
1936 - 1946	Pioneer Finance Co. Address: Unknown	Phone: Unknown	Unknown	None
1947 - 1955	Kavey Bankers (Merged with Westchester National Bank in 1955) Address: 31 Mamaroneck Avenue White Plains, New York 10601	Phone: Unknown	Inactive	None
1957	Westchester National Bank – Now a part of Chase Bank USA Address: 31 Mamaroneck Avenue White Plains, New York 10601	Phone: Unknown	Inactive	None
2021	Westchester Bird House Address: 6 S. Main Street Port Chester, New York 10573	Phone: (914) 481-5110	Active	None
2021 - Present	Vacant		N/A	None

Year	Contact Information P/O Lot 69 (Former Lot 52 (F/K/A 2-97-4C) P/O 2 S. Main Street (Former 4 S. Main St) Owner	Status	Relation to Requestor
Unknown – 1925	Joseph Hamill and Anne Hamill Address: Port Chester, New York	Deceased	None
1925 - 1941	Abraham H. Kavovitz and Lillian Kavovitz Address: 48 Elmont Avenue Port Chester, New York 10573	Deceased	None
1941 – 1998	Madelon Estates, Inc. Address: c/o Leon Kavey 44 Montrose Road Scarsdale, New York 10583	Inactive	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

1998 - 2014	Panagiotis Sinis (Deceased) and Pierre Sinis (Sold By Huguenot Sinis as the executor of Panagiotis's Will) Address: 46 Summit Avenue Port Chester, New York 10573 Phone: (914) 934-5252	Deceased	None
2014 – 2021	Philiron, Inc. Address: 46 Summit Avenue Port Chester, New York 10573 Phone: (914) 934-5252	Active	None
Aug 12, 2021 – Present	2SM Development, LLC Address: 888 Biscayne Boulevard, Suite 101 Miami, Florida 33312 Phone: (918) 880 – 5100	Active	Requestor
Operator			
1885	p/o Grocery Store	N/A	None
1890 – 1895	Store	N/A	None
1902	Saloon	N/A	None
1908	Vacant	N/A	None
1915	Stationary Store	N/A	None
1928	Dr. I.J. Stein Dentist Address: Unknown Phone: Unknown	Unknown	None
1934	W.U. Tele. Offices Address: Unknown Phone: Unknown	Unknown	None
1939 - 2019	J.C. Shoe Repair (a/k/a JC Shoes and Accessories) Address: Unknown Phone: (914) 960-1254	Inactive	None
1942	Melody Music Institute Address: Unknown Phone: Unknown	Inactive	None
1950	Brookfield Farms Poultry Address: Unknown Phone: Unknown	Inactive	None
1952 - 1963	Sol Krevlin and Son Watch Repair Address: Unknown Phone: Unknown	Inactive	None
1956 - 2000	Kavey Travel Bureau Incorporated Last Known Address: 4 S. Main Street Port Chester, New York 10573 Phone: N/A	Inactive	None
1972	Ines Beles Address: Unknown Phone: Unknown	Unknown	None
1972 – 1987	Mel Homes Address: Unknown Phone: Unknown	Unknown	None
1977 – 1982	F. Orozco Address: Unknown Phone: Unknown	Unknown	None
1982	M. Arroyo Address: Unknown Phone: Unknown	Unknown	None
1987	Peter Montoya Address: Unknown Phone: Unknown	Unknown	None
1987	Maria Orozco Address: Unknown Phone: Unknown	Unknown	None
1992	Alicia Bedoya Address: Unknown Phone: Unknown	Unknown	None
1992	Florendino Camacho Address: Unknown Phone: Unknown	Unknown	None
1992	Julia Dubin	Unknown	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

	Address: Unknown	Phone: Unknown		
2000	Angel Culqui Address: Unknown	Phone: Unknown	Unknown	None
2005 - 2010	Moises Hernandez Address: 36 Board Street Port Chester, New York 10573	Phone: (914) 937-0840	Active	None
2005	Reyna T. Juarez Address: 455 N. Main Street Port Chester, New York 10573	Phone: Unknown	Active	None
2005 - 2019	La Estacion Latina (Restaurant) Last Known Address: 4 S. Main Street Port Chester, New York 10573	Phone: (914) 393-1762	Inactive	None
2005	Carlos Lima Address: Unknown	Phone: Unknown	Unknown	None
2005 – 2014	Manuel B. Saldivar Last Known Address: 4 S. Main Street Port Chester, New York 10573	Phone: (914) 939-4231	Active	None
2014	Alberto Hernandez Address: Unknown	Phone: Unknown	Unknown	None
2014	Georgina Pineda Address: Unknown	Phone: Unknown	Unknown	None
2021 - Present	Vacant		N/A	None

Year	Contact Information P/O Lot 69 (Former Lot 53 (F/K/A 2-97-4B) P/O 2 S. Main Street (Former 2 S. Main St) Owner	Status	Relation to Requestor
Unknown – 1922	Austin & Merritt, Inc. (Portion of) Address: 110 Westchester Avenue Port Chester, New York 10573	Inactive	None
Unknown – 1923	Rose Berenblum (Portion of) Address: Unknown	Unknown	None
1922/1923 - 1941	Abraham H. Kavovitz and Lillian Kavovitz Address: 48 Elmont Avenue Port Chester, New York 10573	Deceased	None
1941 – 1998	Madelon Estates, Inc. Address: c/o Leon Kavey 44 Montrose Road Scarsdale, New York 10583	Inactive	None
1998 - 2014	Panagiotis Sinis (Deceased) and Pierre Sinis (Sold By Huguenot Sinis as the executor of Panagiotis's Will) Address: 46 Summit Avenue Port Chester, New York 10573	Deceased	None
2014 – 2021	Philiron, Inc. Address: 46 Summit Avenue Port Chester, New York 10573	Active	None
Aug 12, 2021 – Present	2SM Development, LLC Address: 888 Biscayne Boulevard, Suite 101	Active	Requestor

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

	Miami, Florida 33312		
Operator			
1895	Store	N/A	None
1902 – 1915	Grocery Store	N/A	None
1928	Sarner's Union Clothing Co. Address: Unknown Phone: Unknown	Unknown	None
1928 - 1932	Schindel's Men Wear Address: Unknown Phone: Unknown	Unknown	None
1934 - 1937	Loft Store – Candy Address: Unknown Phone: Unknown	Unknown	None
1946	Turner Radio & Appliance Address: Unknown Phone: Unknown	Unknown	None
1982	Donofrio Luncheonette Address: 199 S. Regent Street Phone: (914) 934-2900 Port Chester, New York 10573	Inactive	None
1982	Port Chester Cigar Store Address: Unknown Phone: Unknown	Unknown	None
1987 – 1992	Liberty Square Restaurant Address: Unknown Phone: Unknown	Unknown	None
2000 – Present	Four Seasons Grocery Store (Front for Port Tobacco, Inc.) Address: 2 S. Main Street Phone: (914) 996-5463 Port Chester, New York 10573	Active	None
2005 – 2017	El Parrailito Address: 139 S. Main Street Phone: (914) 305-5600 Port Chester, New York 10573	Active	None
2017	Family Corner Inc. Address: c/o Jose Gonzalez Oliveros Phone: (914) 305-1076 2 S. Main Street Port Chester, New York 10573	Inactive	None
2017	Triangle Convenience Corp. Last Known Address: 2 S. Main Street Phone: Unknown Port Chester, New York 10573	Active	None
Present	Port Tobacco, Inc. (Supplier for Four Seasons) – In process of vacating Address: 102 Westchester Avenue Phone: Unknown Port Chester, New York 10573	Active	None

Year	Contact Information P/O Lot 69 (Former Lot 57) P/O 2 S. Main Street (Former 7 E. Broadway) Owners	Status	Relation to Requestor
Unknown - 1924	Giacinto Salerno and Lena Salerno Address: Unknown Phone: Unknown	Unknown	None
1924 - 1946	Harry Fischer Address: N/A Phone: N/A	Deceased	None
Unknown - 1954	Lula Lowman Address: N/A Phone: N/A	Deceased	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

1946/1954 – 1956/1981	Port Estates, Inc. Last Known Address: 8 S. Main Street Phone: Unknown Port Chester, New York 10573	Inactive	None
1956 - 1981	Pioneer Commercial Discount Corp. Last Known Address: 4 S. Main Street Phone: Unknown Port Chester, New York 10573	Inactive	None
1981 - 2022	The Village of Port Chester Address: 222 Grace Church Street Phone: (914) 939-5200 Port Chester, New York 10573	Active	None
11-10-2022 – Present	2SM Development, LLC Address: 888 Biscayne Boulevard, Suite 101 Phone: (918) 880 – 5100 Miami, Florida 33312	Active	Requestor
Operator			
1981	Building Demolished (2 ½ Story, 5 Dwelling Units)	N/A	None
1981 - 2022	Municipal Asphalt Surface Parking Lot Address: 222 Grace Church Street Phone: (914) 939-5200 Port Chester, New York 10573	Active	None
2022-Present	Private Lot being Operated by Requestors		

Year	Contact Information Lot 54 (F/K/A 2-97-4A) 106 Westchester Avenue Owner	Status	Relation to Requestor
Unknown – 1944	Sold by Ralph Marasco as referee Address: N/A Phone: N/A	Unknown	None
1944 – 1984	William J. Telesca Last Known Address: 295 Olivia Street Phone: Unknown Port Chester, New York 10573	Unknown	None
1984 - 1991	William M. Catanese and Nicholas Franchella (Sold by Bernice A. Catanese as Executrix of William's Will) Address: N/A Phone: N/A	Deceased	None
1991 – Present	Sudershan Singla Address: 60 Hanson Lane Phone: (914) 391-7632 New Rochelle, New York 10804	Active	None
Operator			
1885	p/o Grocery Store	N/A	None
1890 – 1895	Saloon	N/A	None
1902 – 1908	Barber Shop	N/A	None
1929	The Sweater Shop	N/A	None
1931	The Royal Shoe Repair Co. Address: Unknown Phone: Unknown	Unknown	None
1934	Marino Beauty Parlor Address: Unknown Phone: Unknown	Unknown	None
1935	Cushman's Sons, Inc. – Bakery Address: Unknown Phone: Unknown	Unknown	None

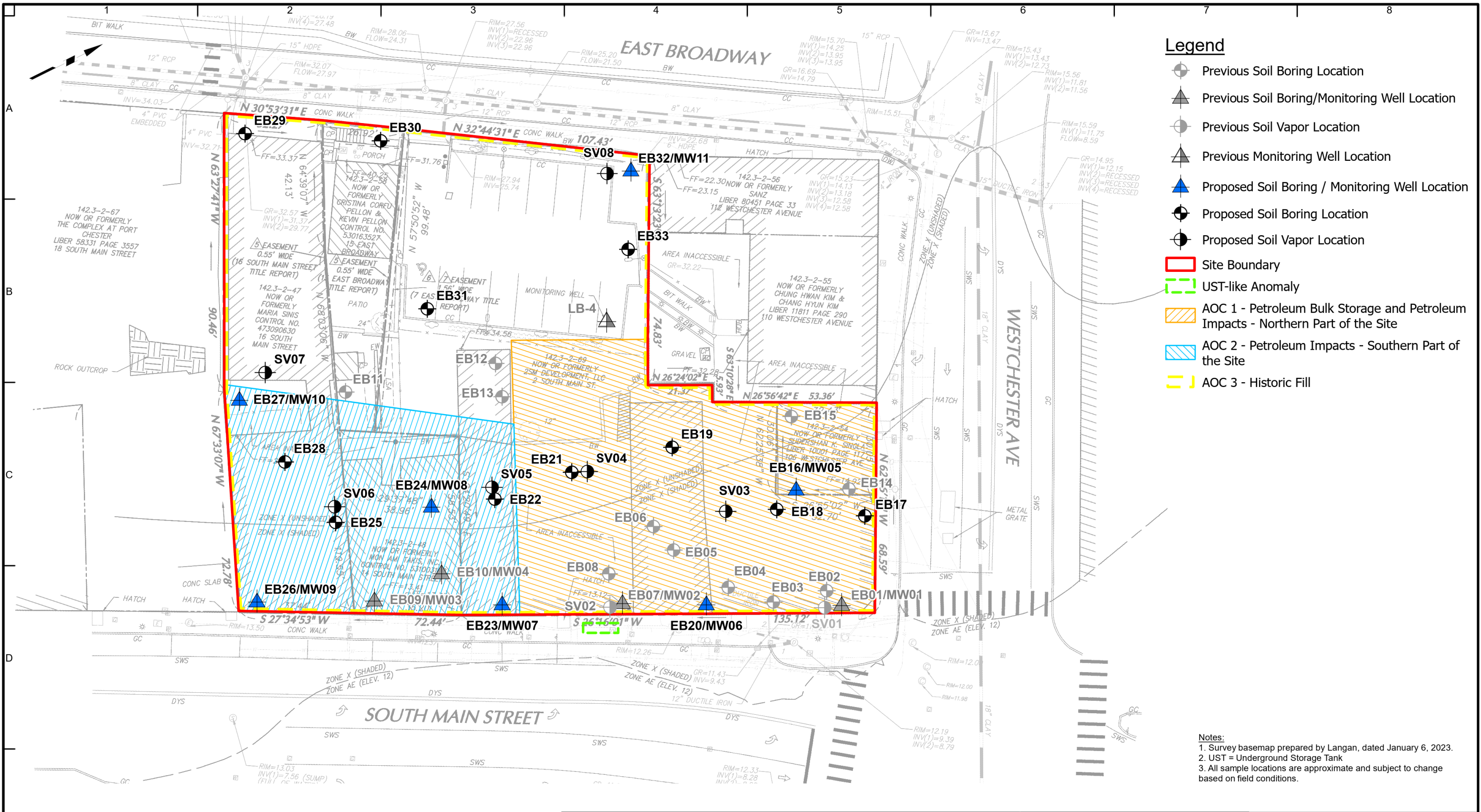
PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

1936	R. Marino, M. Cp., Chiropodist Address: Unknown Phone: Unknown	Unknown	None
1945 - 1948	Anthony Marino – Real Estate and Insurance Address: N/A Phone: N/A	Deceased	None
1951	John A. Ferraro – Decorating Studios Address: N/A Phone: N/A	Deceased	None
1961	Michele’s Beauty Salon Address: Unknown Phone: Unknown	Inactive	None
1962	Mr. and Mrs. Manual Decal Address: Unknown Phone: Unknown	Unknown	None
1992	Jorge Guevara Address: 197 S. Regent Street Phone: (914) 937-0562 Port Chester, New York 10573	Active	None
1995	Profino Sagastisado Address: Unknown Phone: Unknown	Unknown	None
2009	CRV Dell Saltenerla Address: Unknown Phone: Unknown	Unknown	None
2009 – Present	Deli Peruano – Peruvian Deli/Restaurant – Will vacate upon purchase Address: 106 Westchester Avenue Phone: (914) 305-3662 Port Chester, New York 10573 Will vacate upon purchase end of the year	Active	None
Present	Residential Tenant – Will vacate upon purchase end of the year	N/A	None

Year	Contact Information Lot 58 15 E. Broadway Owner	Status	Relation to Requestor
Unknown – 1974	Nellie Keeler Address: N/A Phone: N/A	Deceased	None
1974 – 1999	James Keeler, Edward Lee Keeler and Nellie Keeler Address: N/A Phone: N/A	Deceased	None
1999 – 2006	Thomas J Bottiglieri and Albert F. Fanelli Address: Unknown Phone: Unknown	Unknown	None
2006 – 2011	Peter Marzziotti Address: Unknown Phone: Unknown	Unknown	None
2011 – 2013	Deutsche Bank Trust Company Americas Address: One Columbus Circle Phone: (212) 250-2500 New York, New York 10019	Active	None
2013 - Present	Christina Corfu Pellon and Kevin Pellon Address: 15 E. Broadway Phone: Unknown Port Chester, New York 10573	Active	Parties to a Purchase Agreement By Requestors
Operator			
1902 – 2022	Residential Tenants	N/A	None
1960 – 1972	James Keeler	Deceased	None

PREVIOUS OWNERS & OPERATORS LIST
South Main Petroleum Site Assemblage
2, 14 & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue
Port Chester, New York 10573

	Address: N/A	Phone: N/A		
1965	Stanley Sheffield Address: N/A	Phone: N/A	Deceased	None
1982	H. Holland Address: Unknown	Phone: Unknown	Unknown	None
1992	Aidita Keeler Address: Unknown	Phone: Unknown	Unknown	None
2000	N. Gaughran and Ofelia Rengifo Address: Unknown	Phone: Unknown	Unknown	None
2005	Claudio Gabriel Address: 20 Cottage Street, Suite 2 Port Chester, New York 10573	Phone: (914) 439-3694	Active	None
2010	Thomas J. Bottiglieri Address: Unknown	Phone: Unknown	Unknown	None
2014 – Present	Cristina Corfu Pellon and Kevin Pellon Address: 15 E. Broadway Port Chester, New York 10573 Owner will vacate upon lot acquisition in August 2023	Phone: Unknown	Active	Parties to a Purchase Agreement By Requestors



- Legend**
- Previous Soil Boring Location
 - Previous Soil Boring/Monitoring Well Location
 - Previous Soil Vapor Location
 - Previous Monitoring Well Location
 - Proposed Soil Boring / Monitoring Well Location
 - Proposed Soil Boring Location
 - Proposed Soil Vapor Location
 - Site Boundary
 - UST-like Anomaly
 - AOC 1 - Petroleum Bulk Storage and Petroleum Impacts - Northern Part of the Site
 - AOC 2 - Petroleum Impacts - Southern Part of the Site
 - AOC 3 - Historic Fill

Notes:
1. Survey basemap prepared by Langan, dated January 6, 2023.
2. UST = Underground Storage Tank
3. All sample locations are approximate and subject to change based on field conditions.



LANGAN
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Project
**SOUTH MAIN PETROLEUM
SITE ASSEMBLAGE**
PORT CHESTER
WESTCHESTER
COUNTY NEW YORK

Figure Title
**AREAS OF CONCERN
AND PROPOSED
SAMPLE LOCATION
MAP**

Project No. 170653201	Figure No. 5
Date 1/9/2023	
Scale 1"=30'	
Drawn By MG/PDT	

- Legend
- Soil Boring Location
 - Soil Boring/Permanent/Temporary Monitoring Well Location
 - Petroleum-like Impacts
 - Site Boundary
 - Inferred Impacted Areas

Analyte	NYSDEC Part 375 Unrestricted Use SCOs	NYSDEC Part 375 Restricted Use Residential SCOs
VOCS	mg/kg	mg/kg
Acetone	0.05	100
2-Butanone (methyl ethyl ketone) (MEK)	0.12	100
Methylene Chloride	0.05	100
Vinyl Chloride	0.02	0.9
SVOCs	mg/kg	mg/kg
Benzolanthracene	1	1
Benzofluoranthene	1	1
Benzo[a]fluoranthene	0.8	3.9
Chrysene	1	3.9
Dibenz[a,h]anthracene	0.33	0.33
Indeno[1,2,3-cd]pyrene	0.5	0.5
Metals	mg/kg	mg/kg
Arsenic	13	16
Barium	350	400
Cadmium	2.5	4.3
Chromium, Trivalent	30	180
Copper	63	270
Lead	63	400
Mercury	0.18	0.81
Nickel	30	10
Zinc	1000	1000
Pesticides	mg/kg	mg/kg
4,4'-DDD	0.0033	13
4,4'-DDE	0.0033	9.9
4,4'-DDT	0.0033	79
PFAS	ug/kg	ug/kg
Perfluorooctanesulfonic Acid (PFOS)	0.88	44

Exceedance Summary

10 - Result exceeds Unrestricted Use SCOs

10 - Result exceeds Restricted Use Residential SCOs

- Notes:
- Survey basemap prepared by Langan, dated January 6, 2023.
 - Soil sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Title 6 of the Official Compilation of New York Codes, Rules, and Regulations (NYCRR) Part 375 Unrestricted Use and Restricted Use Residential-Residential Soil Cleanup Objectives (SCO).
 - Soil sample analytical results are compared to the New York State Department of Environmental Conservation (NYSDEC) Part 375 Remedial Programs Guidelines for Sampling and Analysis of Per- and Polyfluoroalkyl Substances (PFAS) Unrestricted Use and Restricted Use Residential Guidance Values (April 2023).
 - Results are reported in mg/kg (milligrams per kilogram) and ug/kg (micrograms per kilogram).
 - VOCS - Volatile Organic Compound
 - SVOC - Semi-Volatile Organic Compound

Qualifiers:

D - The concentration reported is a result of a diluted sample.

J - The analyte was detected above the method detection limit (MDL), but below the reporting limit (RL); therefore, the result is an estimated concentration.

U - The analyte was analyzed for, but was not detected at a level greater than or equal to the RL; the value shown in the table is the RL.

B - The analyte was found in the associated analysis batch blank.

P - This flag is used for pesticide and polychlorinated biphenyl (PCB) (Aroclor) target compounds when there is a % difference for detected concentrations that exceed method dictated limits between the two general chemistry (GC) columns used for analysis.

NT - This indicates the analyte was not a target for this sample.

LANGAN

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Project

**SOUTH MAIN PETROLEUM
SITE ASSEMBLAGE**

PORT CHESTER

WESTCHESTER COUNTY NEW YORK

Figure Title

**SOIL SAMPLE
LOCATION AND
ANALYTICAL
RESULTS MAP**

Project No. 170653201 Drawing No.

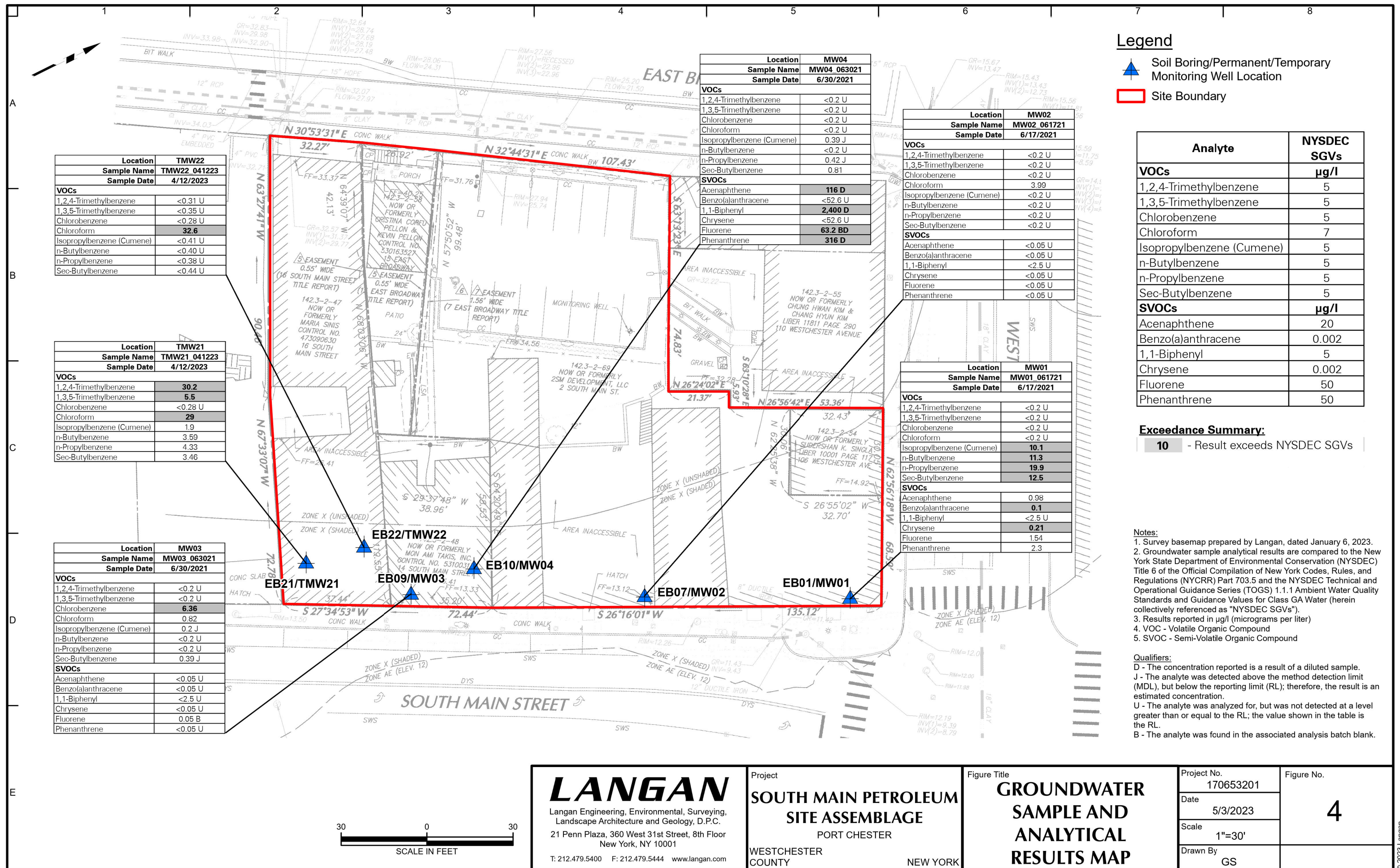
Date 5/3/2023

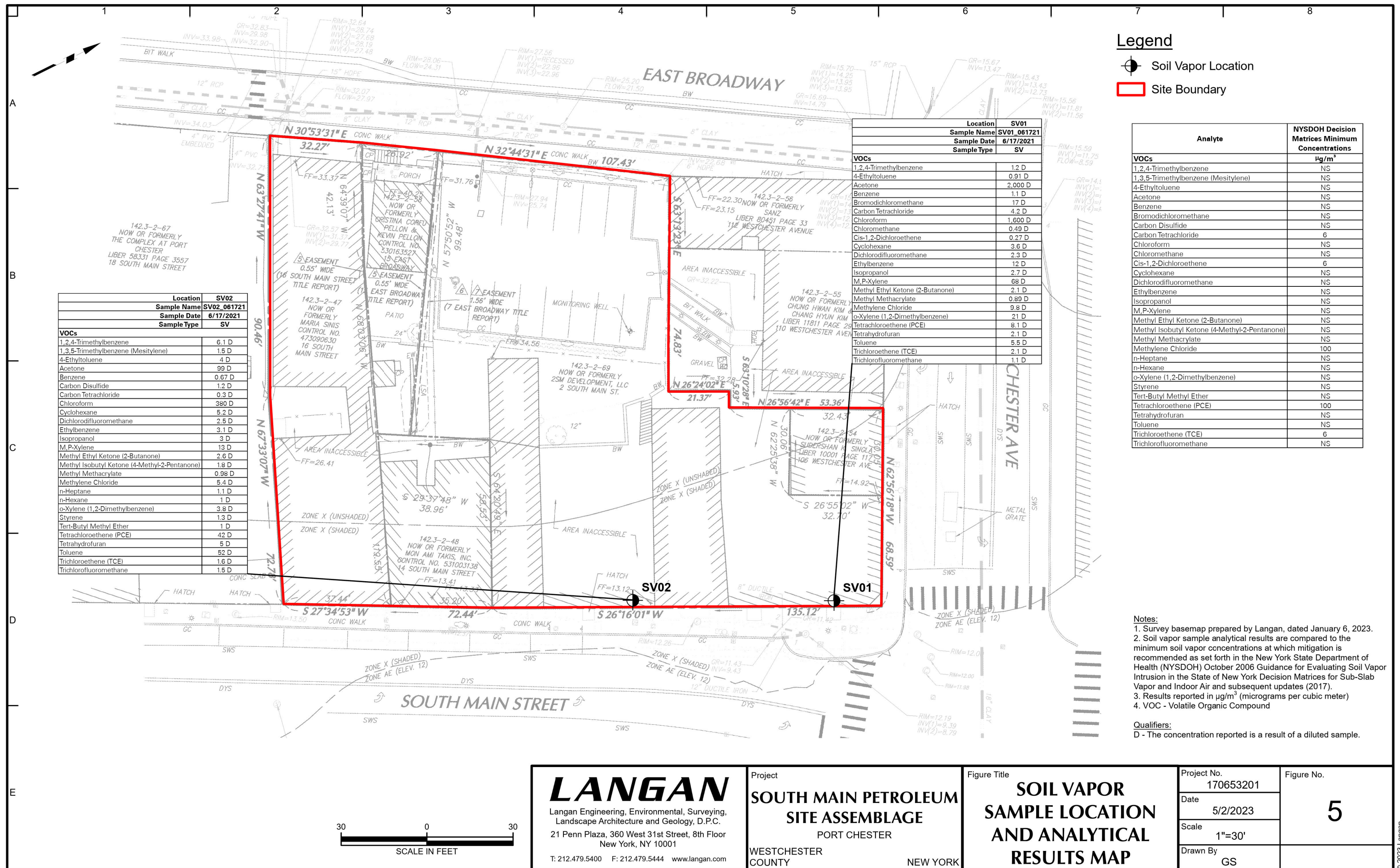
Scale 1"=20'

Drawn By GS

3

0 20 40
SCALE IN FEET





Looking to schedule a COVID-19 vaccine for a child 5 to 11?
Please contact your child's pediatrician, family physician,
county health departments, FQHC, rural health centers, or
pharmacies that may be administering for this age group.

[FIND PROVIDER >](#)

Department of State Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details

**ENTITY NAME:** 2SM DEVELOPMENT, LLC**DOS ID:** 6038375**FOREIGN LEGAL NAME:****FICTITIOUS NAME:****ENTITY TYPE:** FOREIGN LIMITED LIABILITY COMPANY**DURATION DATE/LATEST DATE OF DISSOLUTION:****SECTION OF LAW:** 802 LLC - LIMITED LIABILITY COMPANY LAW**ENTITY STATUS:** Active**DATE OF INITIAL DOS FILING:** 06/17/2021**REASON FOR STATUS:****EFFECTIVE DATE INITIAL FILING:** 06/17/2021**INACTIVE DATE:****FOREIGN FORMATION DATE:** 05/21/2021**STATEMENT STATUS:** CURRENT**COUNTY:** Westchester**NEXT STATEMENT DUE DATE:** 06/30/2023**JURISDICTION:** Delaware, United States**NFP CATEGORY:**[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: C/O CT CORPORATION SYSTEM**Address:** 28 LIBERTY STREET, NEW YORK, NY, United States, 10005

Chief Executive Officer's Name and Address

Name:**Address:**

Principal Executive Office Name and Address

Name:**Address:**

Registered Agent Name and Address

Name: CT CORPORATION SYSTEM**Address:** 28 LIBERTY STREET, NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:**Address:**

Farmcorpflag

Is The Entity A Farm Corporation: No

Stock Information

Share Value	Number Of Shares	Value Per Share

CONSENT

The undersigned HYP PC, LLC, a Delaware limited liability Company ("**HYP**") and WP HYP PC LLC, a Delaware limited liability company ("**WP**"; HYP and WP individually referred to herein as a "**Member**" and collectively as the "**Members**"), being all of the members of HYPW PC, LLC, a Delaware limited liability company (the "**JV**"), which JV is the sole managing member of HYPW PC Partners, LLC, a Delaware limited liability company ("**Partners**"), which is the sole managing member of 2SM Development, LLC, a Delaware limited liability company authorized to do business in New York (the "**Company**"), each hereby consents to the adoption of the following resolutions as of November ____, 2022:

WHEREAS, the Company is the owner of that certain real property located at 2-8 South Main Street, Port Chester, New York (the "**2-8 SMS Real Property**"); and

WHEREAS, the Company is the owner of that certain real property located at 10 South Main Street, Port Chester, New York (the "**10 SMS Real Property**"); and

WHEREAS, the Company is the owner of that certain real property located at 7 East Broadway, Port Chester, New York (the "**7 EB Real Property**"); and

WHEREAS, the Company has entered into one or more purchase and sale agreements for the purchase of the real property located at the following addresses: 14 South Main Street, Port Chester, New York (the "**14 SMS Real Property**"), 16 South Main Street, Port Chester, New York (the "**16 SMS Real Property**"), 15 East Broadway, Port Chester, New York (the "**15 EB Real Property**") and 106 Westchester Avenue, Port Chester New York (the "**106 WA Property**" and, together with the 2-8 SMS Real Property, the 10 SMS Real Property, the 7 EB Real Property, the 14 SMS Real Property, the 16 SMS Real Property, the 15 EB Real Property, are collectively referred to herein as the "**Real Property**"); and

WHEREAS, the Company, which is qualified to conduct business in New York, desires to have the Real Property admitted into the New York State Department of Environmental Conservation Brownfield Cleanup Program (the "**BCP**");

NOW THEREFORE, it is resolved that:


1. Each Member on behalf of itself, and in such Member's capacity as a member of the JV, on behalf of itself and in the JV's capacity as the sole managing member of Partners, on behalf of itself and in Partners' capacity as the sole managing member of the Company, hereby unanimously agree that that the Company is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements and to pay all such fees and expenses as shall be necessary, proper or advisable in order to submit the Real Property to the BCP and that Robert Vecsler, in his capacity as the President of the Company (the "**President**") is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements and to pay all such fees and expenses as shall be necessary, proper or advisable in order to admit the Real Property into the BCP.

2. This Consent may be executed in counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and delivered as of the date first set forth above.


HYP PC, LLC

DocuSigned by:

By: _____
Name: Robert Vecsler
Title: Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO CONSENT]

WP HYP PC LLC

By: 
Name: David S. Winter
Title: Principal

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



531003138DED0050

Westchester County Recording & Endorsement Page

Submitter Information

Name: Integrity Land Services LLC
Address 1: 6054 Route 9
Address 2:
City/State/Zip: Rhinebeck NY 12572

Phone: 845-876-2100
Fax: 845-876-3630
Email: ils@hvc.rr.com
Reference for Submitter: ILS-W-15862

Document Details

Control Number: **531003138**
Package ID: 2013041000065001003

Document Type: **Deed (DED)**
Document Page Count: **4**
Total Page Count: **6**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: SINIS PANAYOTIS - Individual
2:

2nd PARTY

1: MON AMI TAKIS INC - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 14 S. MAIN ST
City/Town: RYE TOWN

Tax Designation: 142.30-2-48
Village: PORT CHESTER

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584 3: TP-584.1 4: IT-2663

Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$25.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$250.00
TP-584 Filing Fee:	\$5.00
Total Recording Fees Paid:	\$320.00

Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	19582

Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
Total Mortgage Tax:	\$0.00

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 04/19/2013 at 10:44 AM
Control Number: **531003138**
Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Ian Blant, Esq.
276 5th Avenue
Room 405
New York, NY 10001

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

531003138DED005O

Westchester County Recording & Endorsement Page

Document Details

Control Number: **531003138**

Document Type: **Deed (DED)**

Package ID: 2013041000065001003

Document Page Count: 4

Total Page Count: 6

Properties Addendum

52 PALACE PL 10573

RYE TOWN

PORT CHESTER

142.22 2 38

Bargain and Sale Deed

THIS INDENTURE,

Made the 12th day of April, 2013

Between

Huguette Sinis, individually and as Executrix of the Last Will and Testament of Panayotis Sinis, deceased, residing at 1615 Gulf Road, Tarpon Springs, FL 34689

Party(ies) of the first part, and

Mon Ami Takis, Inc., having a principle place of business at 1615 Gulf Road, Tarpon Springs, FL 34689

Party(ies) of the second part.

WITNESSETH that the party(ies) of the first part, in consideration of TEN AND 00/100 Dollars (\$10.00) lawful money of the United States, paid by the party(ies) of the second part, does(do) hereby grant and release unto the party(ies) of the second part, his/her/their heirs or successors and assigns of the party(ies) 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 Village of Port Chester, Town of Rye, County of Westchester and State of New York, bounded and described as follows:

SEE ANNEXED SCHEDULE A

Being the same premises conveyed to Panayotis Sinis by deed from Andrew Fasolino dated 12/8/1980 and recorded on 12/11/1980 in the Westchester County Clerk's Office in Liber 7671 at page 70, as to Parcel One.

Being the same premises conveyed to Panayotis Sinis by deed from Genevieve Skodenski a/k/a Genevive Skodenski and Genevive Conway dated 3/11/1991 and recorded on 3/14/1991 in the Westchester County Clerk's Office in Liber 9991 at page 59, as to Parcel Two.

Panayotis Sinis died testate on 6/4/2000 and Letters Testamentary were issued on 3/8/2006 to Huguette Sinis.

Together with the appurtenances and all the estate and rights of the party(ies) of the first part in and to said premises.

RECORD & RETURN TO:
Ian Blant, Esq.
276 Fifth Avenue, Suite 405
New York, NY 10001

Schedule A Description

Parcel One

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Village of Port Chester, Town of Rye, in the County of Westchester and State of New York, bounded and described as follows:

Beginning on the Westerly line of Main Street at the Northerly corner of a lot of land now or formerly occupied by Edward Parker; and

Running thence Northerly along said Main Street, 35 feet to lands of James Shea;

Thence Westerly by and along said Shea's land, 60 feet and 6 inches, to land of said Shea;

Thence Southerly by and with land of said Shea, 39 feet to land of said Edward Parker;

Thence running Easterly along said Edward Parker's land to said Main Street, at the point and place of beginning.

Commonly known as 14 S Main Street, Port Chester, NY.

Parcel Two

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, designated as Lot No. 12 and part of Lot No. 13 on a Map entitled "Map of property of Mari Anita West, deceased, situated on Irving Avenue, Poningo Street and Palace Place, Portchester, New York", filed in the County Clerk's Office, Division of Land Records, formerly Register's Office of Westchester County, New York on March 11, 1918 as Map No. 2173, said Lot and portion of Lot taken together as one parcel being bounded and described as follows:

Beginning at a point on the Westerly side of Palace Place at the Northeasterly corner of Lot No. 12 on said map and running thence North $61^{\circ} 37'$ West along the Northerly line of said Lot No. 12, 80.08 feet to Lot No. 11 on said map;

Running thence South $24^{\circ} 32'$ West along the Easterly line of said Lot No. 11, 41.76 feet to the Southwesterly corner of the premises hereby described and

Running thence South $65^{\circ} 45'$ East through Lot 13, 79.33 feet to the Westerly side of Palace Place and

Running thence North $25^{\circ} 26'$ East along the Westerly side of Palace Place, 36 feet to the point or place of beginning.

Commonly known as 52 Palace Place, Port Chester, NY.

Schedule B

Set forth below are additional matters, which will appear in our policy as exceptions from coverage unless, disposed of to our satisfaction prior to the closing or delivery of the policy.

DISPOSITION

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Rights of tenants or persons in possession.
3. (2) Mortgages returned herewith and set forth in the Mortgage Schedule herein.
4. Any state of facts disclosed by an accurate and up-to-date survey certified to the Company.
5. Assignment and Assumption of Leases and Rents made by Mon Ami Takis, Inc. to Sleepy Hollow Investors LLC, dated, 10/4/2019 and recorded 10/10/2019 under Control No. 592813320. Made for the purpose of further securing loan in the amount of \$450,000.00.
6. A copy of the executed contract of sale must be submitted to the Company at or prior to closing.
7. Re: Mon Ami Takis, Inc., a New York corporation:
 - (a) A copy of its Certificate of Incorporation and By – Laws and any amendments thereto must be submitted to this Company prior to closing.
 - (b) Since the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, there must be compliance with Sections 615 and 909 of the Business Corporation Law.
 - (c) The vote of shareholders holding two – thirds of the outstanding shares of the stock of the corporation entitled to be voted is required at a meeting duly called to approve the sale or lease of all or substantially all of the assets of a corporation not made in the usual course of business; provided, however, that a majority vote of the shares outstanding and entitled to be voted is required for a corporation formed after February 22, 1998 and for a corporation formed prior thereto, the certificates of incorporation of which provides for a majority vote.
 - (d) Approval of such a sale or lease may be obtained without a meeting on the written consent of the holders of all outstanding shares entitled to be voted or, if the certificate of incorporation so permits, on the written consent of the holders of outstanding shares of no less than the minimum number of votes required by the certificate of incorporation to authorize an action at a meeting at which all shares entitled to vote were present and voted.
 - (e) Proofs showing the authority upon which the conveyance or lease is to be made should be submitted to counsel for the Company in advance of closing. The instrument on closing should recite the authority for the conveyance or lease.
8. Franchise Taxes, if any, owing the State of New York by Mon Ami Takis, Inc. (Under investigation)

Schedule B

9. In the event that there has been a transfer of the economic interests in the owner shown on Schedule A or of any member thereof pursuant to a foreclosure or transfer in lieu of a foreclosure of a mezzanine loan, the company must be provided with the documentation pursuant to which such transfer was accomplished. This information is required to allow the company to establish the identity of the entities or parties necessary to consent to the proposed transaction and that such parties have the authority to execute the appropriate and applicable closing documents.
10. The exact nature of the transaction to be insured and the identity of the proposed purchaser must be disclosed to this company prior to closing. Additional searches will be made and additional exceptions may be raised.
11. Please be advised that the vesting deed herein was made for no consideration.
12. Mortgages set forth herein are held by a private lender. If said mortgages are to be satisfied, a satisfaction of mortgage and the original note or bond must be delivered at or prior to closing. NOTE: If mortgage is held by two or more individuals, satisfaction must be executed by all required persons.
13. FOR INFORMATION ONLY: A search was conducted for Uniform Commercial Code ("UCC") Financing Statements filed in the New York Secretary of State's Office against Mon Ami Takis, Inc. with the following results: See attached
14. FOR INFORMATION ONLY: A search was conducted for New York State Tax Warrants filed in the New York State Department of Taxation and Finance against Mon Ami Takis, Inc. with the following results:

NONE FOUND
15. Execution of Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency by the Parties to the Contemplated Transaction is required.
16. Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the Westchester County Clerk's Office, including, but not limited to, (i) an inability to search the Public Records, or (ii) any delay in recordation of [the documents vesting Title] in the Public Records.
17. Company excepts the lien of water and sewer charges, if any.
18. Necessary searches have been made against Mon Ami Takis, Inc. for judgments and liens. The following has been found of record and must be disposed of at or prior to closing:

a) One (1) judgment: (See attached)
19. Closing instruments to contain the following recital, "Being and intended to be the same premises as conveyed to the grantor by (see deed(s) set forth in Schedule A herein)."

First American Title Insurance Company

Title No. **797-05237-LLS-W**

Schedule B


20. The Company requires two forms of identification, one of which must contain a photograph, to be presented at closing to verify the identity of the persons executing closing documents.

The closing may be adjourned if this requirement is not met.

21. Municipal Searches reported herein are furnished "FOR INFORMATION ONLY". Municipal Searches are not insured and the Company assumes no liability for their accuracy.

22. **NOTE: THE COMPANY REQUIRES CERTIFIED FUNDS FOR AMOUNTS OVER \$500.00**

Judgment Details

Index Number	T000775-18 
Defendant	MON AMI TAKIS INC
Defendant Address	14 SO MAIN ST PORT CHEST NY 10573
Plaintiff	PLITNICK HOME FUEL & SERVICE CO LLC
Plaintiff Address	59 MAIN ST DOBBS FERR NY 10522
Judgment Amount	\$2657.95
Attorneys	VINCENT CASTELLANO 35 E GRASSY SPRAIN R YONKERS NY 10710
Docketed	2018/02/22 03:35 PM
When perfected	2018/01/09 11:28 AM
Where perfected	YONKERS CITY
Transcript filed in	
Date/time filed	2018/02/22 03:35 PM

442860

2019 Oct 15 PM12:12

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Jade Abstract Company 151 South Main Street New City, NY 10956, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Mon Ami Takis Inc.					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 46 Summit Avenue			CITY Port Chester	STATE NY	POSTAL CODE 10573
1d. <u>SEE INSTRUCTIONS</u>			ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION New York
1g. ORGANIZATIONAL ID #, if any					<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>			ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Sleepy Hollow Investors LLC					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 102 Lake Road			CITY Congers	STATE NY	POSTAL CODE 10920
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All building mechanical systems and equipment, machinery, vehicles, equipment, furniture and fixtures.**12-14 S. Main Street, Port Chester, NY 10573****Section: 142.30; Block: 2; Lot: 48; Westchester County**

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA TITLE NO. 35721 JAD							

MORTGAGE SCHEDULE PAGE 1 OF 1

DISPOSITION

1) Mortgage made by Mon Ami Takis, Inc. to United Real Estate, LLC, in the amount of \$450,000.00, dated 4/12/2013 and recorded 4/19/2013 under Control No. 531053157. (Mortgage Tax Paid: \$5,850.00) (Covers premises and more)

1a) Assignment of Mortgage made by United Real Estate, LLC to Sleepy Hollow Investors, LLC, dated 10/4/2019 and recorded 10/10/2019 under Control No. 592813292.

2) Gap Mortgage made by Mon Ami Takis, Inc. to Sleepy Hollow Investors, LLC, in the amount of \$1,947.61, dated 10/4/2019 and recorded 10/10/2019 under Control No. 592813308. (Mortgage Tax Paid: \$24.70) (Covers premises and more)

2a) Consolidation, Modification and Extension Agreement made between Mon Ami Takis, Inc. and Sleepy Hollow Investors, LLC, dated 10/4/2019 and recorded 10/10/2019 under Control No. 592813313. Consolidates Mortgages 1 and 2 to form a single lien in the amount of \$450,000.00. Modifies and extends the terms of same.

Title Company will require a written payoff statement prior to closing

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;

Information about your transactions with us, our affiliated companies, or others; and Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

MUNICIPAL, DEPARTMENTAL AND OTHER INFORMATIONAL SEARCHES

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will no be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

THE FOLLOWING MUNICIPAL SEARCHES HAVE BEEN ORDERED FOR THIS REPORT AND ARE ATTACHED HERewith UNLESS OTHERWISE INDICATED:

- ☒ **Bankruptcy Search**
- ☐ **Certificate of Occupancy**
- ☐ **Highway Department Report**
- ☐ **Housing and Building Violation Report**
- ☒ **Patriot Search**
- ☐ **Sewer Search**
- ☐ **Street Maintenance Report**
- ☒ **Tax Search**
- ☐ **Fire Department Report**

CENTRAL VIOLATIONS BUREAU

In New York City, since about July 1, 1961, only the Fire Department, The Department of Health, the Department of Air Pollution Control and the Department of Water Supply, Gas and Electricity have been reporting violations issued by them affecting multiple dwellings to the Central Violations Bureau established pursuant to Section 328 of the Multiple Dwelling Law. In its report to its search for violations the Department of Buildings includes such violations affecting multiple dwellings filed by the aforesaid departments in the central bureau.



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Westchester

Title Number: LINC 797-05237-LLS-W

Swis Code: 554801

Town/City: Town of Rye

Village: Village of Port Chester

Address: 14 S MAIN STREET

Owner: MON AMI TAKIS, INC

School Dist: PORT CHESTER

Tax Class: 481 Downtown Row Type (with common wall)

District:

Acreage: 0.05

District:

Section: 142.30

Account#:

Section:

Block: 2

Land AV: \$108,200

Block:

Village/City

Lot: 48

Total AV: \$823,100

Lot:

Land AV: \$191,300

Total AV: \$686,700

NON-EXEMPT

NON-EXEMPT

AKA: 2-97-5A

2020/2021 SCHOOL TAX \$15,744.76

YEAR: 7/1-6/30

1st Payment \$7,872.38 PAID

DUE.: 9/1

2nd Payment \$7,872.38 PAID

DUE.: 1/1

TAX IS BASED ON TOTAL ASSESSMENT \$686,700

2020 TOWN TAX \$3,006.50 PAID

YEAR: 1/1-12/31

DUE.: 4/1

TAX IS BASED ON TOTAL ASSESSMENT \$686,700

2020/2021 VILLAGE TAX \$7,773.20

YEAR: 6/1-5/31

1st Payment \$3,886.60 PAID

DUE.: 6/1

2nd Payment \$3,886.60 OPEN+PEN

DUE.: 12/1

WATER ACCOUNT # PRIVATE

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.



Continued on next page..

3705549

12560614

Page: 1 of 2



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Continued

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: Westchester

Title Number: LINC 797-05237-LLS-W

SEARCH DATE: 3/3/2021

SUBJECT TO CONTINUATION

PAYMENT INFORMATION

SCHOOL TAX COLLECTOR

Receiver of Taxes
Town of Rye
222 Grace Church Street
Port Chester NY, 10573
Telephone: 914 939-3558

TOWN TAX COLLECTOR

Receiver of Taxes
Town of Rye
222 Grace Church Street
Port Chester NY, 10573
Telephone: 914 939-3558

VILLAGE TAX COLLECTOR

Receiver of Taxes
Town of Rye
222 Grace Church Street
Port Chester NY, 10573
Telephone: 914 939-3558

Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.

3705549

12560614

[illegible][illegible]

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SPECIAL DISTRICTS	
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 2091-2095
 2096-2100

[illegible]

END

[illegible]

142.021	142.022	142.023
142.029		142.031
142.037	142.038	142.039

SHEET INDEX



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 3/1/2021
Title/CompanyNo.: LINC 797-05237-LLS-W
County: WESTCHESTER
Name Of Party: MON AMI TAKIS, INC.
Social Security or Federal Identification Number:

BANKRUPTCY SEARCH

We have conducted a search of the United States Bankruptcy Court and the following information has been found:

 X There is no record of a bankruptcy filing at the office listed below for the above mentioned individual, corporation or business

U.S BANKRUPTCY COURT
SOUTHERN DISTRICT COURT OF NEW YORK
615-3 ALEXANDER HAMILTON CUSTOMER HOUSE
1 BOWLING GREEN
NEW YORK, N.Y. 10004



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 3/1/2021
Title/CompanyNo.: LINC 797-05237-LLS-W
County: WESTCHESTER
Name Of Party: MON AMI TAKIS, INC.

PATRIOT / OFAC SEARCH

We have conducted a search of the current Designated National and Blocked Persons List maintained by the office of Foreign Assets Control, United States Department of Treasury, pursuant to Executive Order 13224, as amended by Executive Order 13268 and the current Foreign Sanctions Evaders list maintained by the office of Foreign Assets Control, United States Department of Treasury, pursuant to Executive Order 13608. In reply to your request concerning the above mentioned party, please be advised that as of **1/29/2021** the following information has been found.

 X There is no individual, corporation or business name found of record.

 The following individual, corporation or business name(s) have been found:

Municipal Data services Inc. certifies that the records of the above municipal agency were examined on behalf of LINCOLN LAND SERVICES LLC. The information reported above is true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

3705549

12560611

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



612453869DED0028

Westchester County Recording & Endorsement Page

Submitter Information

Name: EquitySettlement Services, Inc. Phone: 6313701126
Address 1: 444 Route 111 Fax:
Address 2: Email: michael.ward@equitysettlement.com
City/State/Zip: Smithtown NY 11787 Reference for Submitter: 51-96322, PELLON, jt

Document Details

Control Number: **612453869** Document Type: **Deed (DED)**
Package ID: 2021090200397001001 Document Page Count: **3** Total Page Count: **5**

Parties

☒ Additional Parties on Continuation page

1st PARTY

1: CORFU CHRISTINA - Individual 1: PELLON KEVIN - Individual
2: PELLON KEVIN - Individual 2: PELLON CRISTINA C - Individual

2nd PARTY

Property

☐ Additional Properties on Continuation page

Street Address: 15 BROADWAY Tax Designation: 142.30-2-58
City/Town: RYE TOWN Village: PORT CHESTER

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$20.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$125.00
TP-584 Filing Fee: \$5.00
RPL 291 Notice Fee: \$10.00
Total Recording Fees Paid: **\$200.00**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 2294

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 09/08/2021 at 04:40 PM
Control Number: **612453869**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

EQUITY SETTLEMENT SERVICES
444 RTE 111

SMITHTOWN, NY 11787

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

612453869DED0028

Westchester County Recording & Endorsement Page

Document Details

Control Number: 612453869

Document Type: Deed (DED)

Package ID: 2021090200397001001

Document Page Count: 3

Total Page Count: 5

1st PARTY Addendum

2nd PARTY Addendum

PELLON CRISTINA C

Individual

CONSULT YOUR LAWYER BEFORE SIGNING THIS DOCUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

57-96322

S 141.30
B 2
C 58

THIS INDENTURE, made this 29th day of September, in the year 2020

BETWEEN

CCP
CCP

CRISTINA CORFU PELLON FKA Christina Corfu
Christina Corfu and Kevin Pellon, Husband and Wife, residing at 15 E. Broadway Port Chester, NY
10573 454 MAPLE ST., Poughkeepsie, NY 12601

party of the first part, and

CCP
CCP

CRISTINA CORFU PELLON
Kevin Pellon and Cristina Pellon, Husband and Wife, residing at 15 E. Broadway Port Chester, NY
10573 454 MAPLE ST., Poughkeepsie, NY 12601

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED SCHEDULE A DESCRIPTION ATTACHED

District:
Section: 142.30
Block: 2
Lot: 58

Property Address: 15 E. Broadway Port Chester, NY 10573

BEING AND INTENDED TO BE THE SAME PREMISES AS CONVEYED BY DEED DATED 01/17/2013 AND DULY RECORDED 02/12/2013 IN INSTRUMENT # 530163527 IN THE WESTCHESTER COUNTY CLERK'S OFFICE

With all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center line thereof; 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, 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 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 to 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:

[Signature]

[Signature]
Kevin Pellon

[Signature]
Cristina Corfu PELLON CCP
FKA Christina Corfu

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of ~~Westchester~~ Dutchess ss.:

On the 24th day of March in the year 2020
before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s) or the person upon behalf of which
the individual(s) acted, executed the instrument.

(signature and office of individual taking the acknowledgment)

State of New York, County of Dutchess ss.:

On the 30th day of September in the year 2020
before me, the undersigned, personally appeared

Cristina Pellon & Kevin Pellon
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s) or the person upon behalf of
which the individual(s) acted, executed the instrument.

(signature and office of individual taking the acknowledgment)
Robert H. Huston
Notary Public, State of New York
No. 01RU4995971
Qualified in Orange County
Commission Expires May 04, 2022

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

On the _____ In the year _____ before me, the undersigned,
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which
the individual(s) acted, executed the instrument, and that such individual made such appearance before the
undersigned in the

_____ in _____
(insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

QUITCLAIM DEED

Title No. 51- 90718

DISTRICT:

BLOCK: 2

LOT: 58

SECTION:

COUNTY: Westchester

STREET ADDRESS: 15 E. Broadway

Port Chester, NY 10573

RETURN BY MAIL TO:

Kevin Pellon and Cristina Pellon

15 E. Broadway 464 Maple St.
Port Chester, NY 10573 Poughkeepsie
NY 12601

Schedule A

ALL that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of East Broadway, which point is distant southerly 80.65 feet from point on said East Broadway, formed by the division line between the premises formerly of Ratner and premises of one Fischer;

RUNNING THENCE South 48 degrees 08 minutes East, 99.42 feet to a point;

RUNNING THENCE South 31 degrees 47 minutes West, 11.42 feet to land of Fingerle;

RUNNING THENCE North 58 degrees 20 minutes West, along land of said Fingerle 62.72 feet to a point;

THENCE still along lands of Fingerle North 54 degrees 44 minutes West, 39.80 feet to the easterly side of East Broadway;

THENCE along the easterly side of East Broadway, North 41 degrees 29 minutes East, 26.92 feet to the Point and place of BEGINNING.

Section: 142.30 Block: 2 Lot: 58

For information only: 15 E Broadway, Port Chester, NY 10573



473090630DED1

Control Number
473090630

Instrument Type
DED



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT: DED - DEED

FEE PAGES: 4

TOTAL PAGES: 4

RECORDING FEES

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$117.00

TRANSFER TAXES

CONSIDERATION	\$0.00
TAX PAID	\$0.00
TRANSFER TAX #	4294

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER:

DWELLING:

RECORDING DATE: 11/19/2007

TIME: 14:00:00

**THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
TOWN OF RYE**

WITNESS MY HAND AND OFFICIAL SEAL

**TIMOTHY C. IDONI
WESTCHESTER COUNTY CLERK**

**Record & Return to:
JAMES J HUBEN
POST OFFICE BOX 289**

HAWTHORNE, NY 10532

0630

Wall 38W

P 1

This Indenture made on the 31st day of August in the year 2007,

Between PIERRE SINIS, as surviving joint tenant of a joint tenancy with Panagiotis Sinis, deceased,
residing at 14 South Main Street, Port Jervis, New York, Grantor
and PIERRE SINIS & HUGUETTE SINIS, as joint tenants with right of survivorship,
together residing at 14 South Main Street, Port Chester, New York, Grantees.

Witnesseth, that the Grantor, in consideration of Ten Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, his heirs or successors and assigns, forever:

All that certain plot or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York bounded and described as follows:
BEGINNING at a point on the Westerly side of South Main Street, distant 170 feet 4 inches Southerly from the Southerly line of Westchester Avenue at the Northeasterly corner of the premises herein described, and;
RUNNING THENCE South 26 degrees 51' West along the Westerly side of said South Main Street, 37.42 feet and;
THENCE RUNNING across lands now or late of Ellen M. Parker, North 68 Degrees 12' West 72.87 feet and North 63 Degrees 55' West 90.46 feet to the Easterly side of East Broadway and;
THENCE North 30 Degrees 30' East along the Easterly side of East Broadway 32.50 feet to the Southwesterly corner of land now or late of the Estate of James Shea and;
RUNNING THENCE along the Southerly line of the Estate of Shea South 64 Degrees 18' East 42 feet and still along said land of said Shea and land now or late of Elizabeth Dold, South 44 Degrees 47' East 119.55 feet to the Westerly side of South Main Street, at the point or place of BEGINNING.

Being and Intended to be the same estate and premises conveyed to the Grantor by deed made by 16 South Main Street Corp., and is dated August 19, 2996, and recorded in the Office of the Westchester County Clerk, Division of Land Records on September 19, 1996, in Liber 11533, page 113.

These premises are also known as 16 South Main Street, Port Chester, New York, and by the official tax map designation of the Town of Rye/Village of Port Chester as Sheet 142.30, Block 2, Lot 47.

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

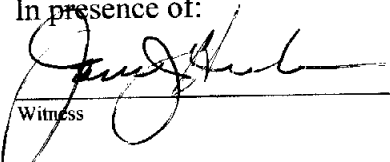
Together with the appurtenances and all the estate and rights of the Grantor in and to said premises;

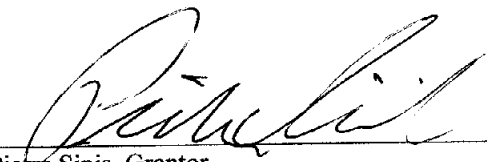
To Have and To Hold the premises herein granted unto the Grantee, the Grantee=s heirs or successors and assigns of the Grantee, forever.

And the Grantor Covenants that the Grantor has not done or suffered anything whereby the said premises have become encumbered in any way whatsoever, 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 improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

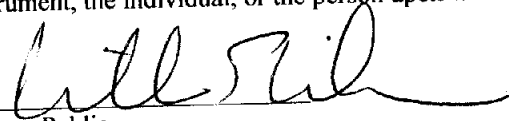
In Witness Whereof, the party of the first part has duly executed this deed the day, month and year first above written.

In presence of:

Witness


Pierre Sinis, Grantor

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

On the 31st day of August 2007, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Pierre Sinis, 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 her capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.


Notary Public

WILLIAM E. WILSON
Notary Public, State of New York
No. 01Wi6023601
Qualified in Nassau County
Commission Expires 4/26/2011

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

On the ____ day of _____, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, 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 her capacity, and that by his signature on the instrument, the individual, or the person upon whose behalf of which the individual acted, executed the instrument.

Notary Public

Bargain and Sale Deed
with Covenants against Grantor's Acts

PIERRE SINIS
Grantor

to

PIERRE SINIS & HUGUETTE SINIS
Joint Tenants with Right of Survivorship
Grantee

Sheet: 142.30
Block: 2
Lot: 47
County/Town: Town of Rye
Street Address: 16 South Main Street

Record and Return to: James J. Huben, Esq.
Post Office Box 289
Hawthorne, New York 10532

wall 38u

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard

White Plains, NY 10601

Submitter Information:

Company:

All American Abstract

Address:

31 Stewart Street

City:

Floral Park

State:

NY

Zip:

11001

Document type:

DEED

of pages

Mortgage Amount

On page ____ of document

\$

Dwelling Type:

On page ____ of document

[] 1 to 2 family

[] 1 to 6 family

[] Not 1 to 6 family

1st party name(s) (grantor/mortgagor)

Corp

On page ____ of document

PIERRE SINIS

[]

[]

[]

[]

[]

[]

Conveyance Amount:

On page ____ of document

\$

RP-5217 -- Use of property listed in Item 7: ETP-584 -- Type of property conveyed [] through 8] 7

IT-2663 -- Must be submitted if required

TAXES PAID:

Amount

Check #

Mortgage Tax

\$

Transfer Tax

\$

Mansion Tax

\$

FEES PAID:

Amount

Check #

\$

MORTGAGE TAX AFFIDAVITS:

[] 252

[] 255

[] 280

Other: ____

[] 253

[] 260

[] 339

Cross Reference(s):

On page ____ of document

City(ies) or Town(s)

On page ____ of document

16 South Main St

Rye NY 10573

Property Description -- If required, check the one contained within the document.

On page ____ of document

☒ Metes & bounds

[] Lot number on map filed in the Office of the County Clerk

[] Refer to deed recorded in the Office of the County Clerk

Tax designation (Section, Block & Lot)

On page ____ of document

S Blk 2 Lot 47

Record and Return To:

James J. Huben Esq

P.O. Box 289

Hawthorne NY

10532

I hereby certify that the information contained on this page is correct; that payment is included for all fees and taxes due; and that, within the accompanying document, each party has a complete street address, all required signatures are originals, and, if required, the signatures are acknowledged and notarized.

I understand the accompanying document can be deemed non-recordable and returned to me if this page is illegible or incomplete; that this page is part of the instrument index; that the County will rely exclusively on the information provided on this page for purposes of indexing and recording; and that, in the event there is conflict, the information on this page will prevail over the document contents.

Signature of Submitter: _____

Date: _____

Print Name: _____



K06591086

FORM 3256

Standard N.Y.B.T.U. Form 8007

Bargain and Sale Deed with Covenant against Grantor's Acts — Individual or Corporation

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

LIBER 10001 PAGE 117

THIS INDENTURE, made the 21st day of March, nineteen hundred and ninety-one
BETWEEN NICHOLAS FRANCHELLA, residing at 225 Madison Avenue, Port Chester,
New York 10573 and BERNICE A. CATANESE, as Executrix of the Estate
of William M. Catanese, deceased, who died a resident of Westchester
County on December 2, 1988, and whose Will was probated in the
Surrogate's Court of Westchester County on September 19, 1990 under
File No. 2723/1990

party of the first part, and SUDERSHAN T. SINGLA, residing at
60 Hanson Lane,
New Rochelle, New York 10801

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Two Hundred Forty Thousand and
00/100 (\$240,000.00) dollars,

lawful money of the United States,

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 Village of Port Chester, Town of Rye, County of Westchester and
State of New York, bounded and described as follows:

BEGINNING at a point on the southerly line of Westchester Avenue, distant 54.50
feet easterly from the division line between properties of John Waterbury and
the Estate of James S. Merritt;

THENCE along the westerly side of a frame building South 37 degrees 01 minute
10 seconds West 32.44 feet to the southwesterly corner of said frame building;

THENCE along the southerly line of said building and its continuation South 52
degrees 21 minutes 10 seconds East 30.06 feet to the center line of a partition
wall produced southerly;

THENCE along the center line of said partition wall and its production North 36
degrees 59 minutes 30 seconds East 32.70 feet to the aforesaid southerly line
of Westchester Avenue said point being 38.54 feet westerly from the intersection
of the said southerly line of Westchester Avenue with the westerly line of
South Main Street;

THENCE along the said southerly line of Westchester Avenue, North 52 degrees
51 minutes 50 seconds West 30.05 feet to the point of place of BEGINNING.

SUBJECT to the following encroachments:

BEGINNING at the northwesterly corner of above described premises and running
South 37 degrees 01 minute 10 seconds West, 42.44 feet along a three story frame
building the cornice of which encroaches 20 inches on adjoining property, and
along a two story frame building the cornice of which encroaches 10 inches
on adjoining property;

THENCE South 52 degrees 21 minutes 10 seconds East 30.06 feet along a two
story frame building, the eaves of which encroach 0.33 feet on adjoining
property also through a shed which encroaches 3.05 feet on adjoining property;

THENCE North 36 degrees 59 minutes 30 seconds East 32.70 feet along a three story frame building the cornice of which encroaches on above described property 16 inches.

Said premises being also known as 106 Westchester Avenue, Port Chester, New York and designated as Section 2, Block 97, Lot 4A on the Tax Assessment Map of the Town of Rye, New York.

SAID PREMISES ARE THE SAME AS THOSE DESCRIBED IN LIBER 7901 REEL 264.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

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 incumbered 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 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.

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

IN PRESENCE OF:

Nicholas Franchella
NICHOLAS FRANCHELLA

Bernice A. Catanese
BERNICE A. CATANESE, as Executrix
of the Estate of William M.
Catanese, Deceased

NOTARY PUBLIC
STATE OF NEW YORK
JAMES J. FRANCHELLA
JAN 10 1970

STATE OF NEW YORK, COUNTY OF Westchester

ss:

STATE OF NEW YORK, COUNTY OF WESTCHESTER

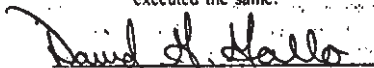
ss:

On the 21st day of March 19 91, before me
personally came NICHOLAS FRANCHIELLA

On the 21st day of March 19 91, before me
personally came BERNICE A. CATANESE, as Executrix
of the Estate of William M. Catanese, deceased

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
he executed the same.

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
she executed the same.




DAVID GREGORY GALLO
Notary Public, State of New York
No. 4705169
Qualified in Westchester County
Commission Expires October 31, 1991

DAVID GREGORY GALLO
Notary Public, State of New York
No. 4705169
Qualified in Westchester County
Commission Expires October 31, 1991

STATE OF NEW YORK, COUNTY OF

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19, before me
personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

On the day of 19, before me
personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the board
of directors of said corporation, and that he signed his name
thereto by like order.

, the corporation described
in and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the board
of directors of said corporation, and that he signed his name
thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. TA #90(10) 304

NICHOLAS FRANCHIELLA and BERNICE A.
CATANESE, as Executrix of the Estate
of William M. Catanese, deceased

TO

SUDERSHAN K. SINGLA

SECTION 2
BLOCK 97
LOT 4A

TOWN OF RYE

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

RICHARD J. BROWN, ESQ.
Harrick Feinstein
2 Park Avenue
New York, New York 10016

Zip No.

RECORDED BY:
TITLE ASSOCIATES INC.
(212) 758-0050

1000100001



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

ADDITIONAL COMMENTS

RECORD AND RETURN

TITLE COMPANY NUMBER

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT

DED
(SEE CODES FOR DEFINITIONS)

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, N.Y. IN
THE

- 02 TOWN OF BEDFORD
- 06 TOWN OF CORTLANDT
- 09 TOWN OF EASTCHESTER
- 11 TOWN OF GREENBURGH
- 12 TOWN OF HARRISON
- 16 TOWN OF LEWISBORO
- 17 TOWN OF MAMARONECK
- 19 TOWN OF MT. KISCO
- 20 TOWN OF MT. PLEASANT
- 21 CITY OF MT. VERNON
- 22 TOWN OF NEW CASTLE
- 23 CITY OF NEW ROCHELLE
- 24 TOWN OF NORTH CASTLE
- 26 TOWN OF NORTH SALEM
- 28 TOWN OF OSSINING
- 30 CITY OF PEEKSKILL
- 31 TOWN OF PELHAM
- 35 TOWN OF POUND RIDGE
- 36 CITY OF RYE
- 37 TOWN OF RYE
- 38 TOWN OF SCARSDALE
- 39 TOWN OF SOMERS
- 42 CITY OF WHITE PLAINS
- 43 CITY OF YONKERS
- 44 TOWN OF YORKTOWN

LIBER 10001
PAGE 117

STAT'Y CHARGE 525

REC'ING CHARGE 12-

REC. MGT. FUND 475

CROSS REFERENCE

CERT/RECEIPT

TOTAL

22-

\$ 240,000
CONSIDERATION

RECEIVED

\$ 960-

MAR 27 1991

REAL ESTATE
TRANSFER TAX
WESTCHESTER COUNTY

8399

MORTG. DATE

MORTG. AMOUNT

EXEMPT YES NO
REC'D TAX ON ABOVE MTGE:

BASIC \$

ADDTL \$

SUBTOTAL \$

SPECIAL \$

TOTAL \$

SERIAL No.

DWELLING: ☐ 1-6 ☐ OVER

☐ DUAL TOWN
☐ DUAL COUNTY/STATE

☐ HELD
☐ NOT HELD

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

TERMINAL No.

DATE RETURNED

EXAMINED BY
WITNESS MY HAND AND OFFICIAL SEAL

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

0000538000 03/27/91CPA/DE
10128

22.00

THE RECORDING DATE OF THIS INSTRUMENT AS INDICATED BELOW IS THE OFFICIAL DATE ON WHICH THE WESTCHESTER COUNTY CLERK RECEIVED THIS INSTRUMENT. QUESTIONS REGARDING DELAYS PRIOR TO THIS DATE SHOULD BE ADDRESSED TO YOUR REPRESENTATIVE OR ATTORNEY.

51 MAR 27 AM 10:24
ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE is made this 12th day of August, 2021, between Philiron, Inc., a New York corporation having an address at 46 Summit Avenue, Port Chester, New York 10573 ("Grantor"), and 2SM Development, LLC, a Delaware limited liability company having an address at 9 West 57th Street, 46th Floor, New York, New York 10019 ("Grantee").

WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant, grant and release unto Grantee, its heirs and successors and assigns, forever, all right, title and interest of Grantor in and to the following:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester, and State of New York, as more particularly described on Schedule A attached hereto and incorporated herein for all purposes.

BEING intended to include all of the premises conveyed to Philiron, Inc. by deed made by Huguette Sinis, individually, and Peirre Sinis and Huguette Sinis, as executor of the Last Will and Testament of Panayiotis Sinis, a/k/a Panayotis Sinis, a/k/a Panagiotis Sinis, dated as of 12/30/2014 and recorded 1/22/2015 under Control No. 543643267 in the Westchester County Clerk's Office.

This transfer is pursuant to the Bankruptcy Court order attached hereto and made a part hereof as Exhibit 1 Confirming Second Amended Plan of Liquidation Filed by PC Funding, Inc. dated April 12, 2021 and entered on April 12, 2021 (ECF Docket Entry 63) by United States Bankruptcy Judge Robert D. Drain in case number 20-22114 (RDD) pending in the United States Bankruptcy Court for the Southern District of New York.

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described 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 Grantee, its heirs and successors and assigns, 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 whatsoever.

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

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

Philiron, Inc., a New York corporation

By: Maria Sini
Name: Maria Sini's.
Title: Pres.

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

On the 21st day of July in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Maria Sini, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Anne Penachio
Notary Public

Section:	142.30	142.30	142.30	142.30
Block:	2	2	2	2
Lot(s):	53	52	51	50
County:	Westchester			
Town:	Rye			
Village:	Port Chester			

RECORD & RETURN TO:

Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attention: Michael L. Katz, Esq.

Anne Penachio
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02PE5038678
Qualified in Westchester County
Commission Expires January 30, 2023

Schedule A

PARCEL I (2 SOUTH MAIN STREET - SECTION 142.30 BLOCK 2 LOT 53):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly line of Westchester Avenue, distant 84.55 feet Easterly from the intersection of the division line between properties of John Waterbury and the Estate of James S. Merritt and Irene Duffy with the said Southerly line of Westchester Avenue;

THENCE along the centre line of a partition wall and its production Southerly, South 36 degrees 59 minutes 30 seconds West, 28.87 feet to the centre line of a partition wall running Easterly;

THENCE along the centre line of said partition wall South 53 degrees 10 minutes 40 seconds East, 38.79 feet to the Westerly line of South Main Street;

THENCE along the said Westerly line of South Main Street North 36 degrees 28 minutes 30 seconds East, 28.67 feet to the aforesaid Southerly line of Westchester Avenue;

THENCE along the said Southerly line of Westchester Avenue, North 52 degrees 51 minutes 20 seconds West, 38.54 feet to the point or place of BEGINNING.

PARCEL II (4 SOUTH MAIN STREET - SECTION 142.30 BLOCK 2 LOT 52):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly line of South Main Street, distant 53.33 feet Southerly from the intersection of the said Westerly line of South Main Street with the Southerly line of Westchester Avenue;

THENCE along the division line between properties of the parties hereto the following courses and distances:

1. North 54 degrees 15 minutes West, 39.0 feet;
2. North 35 degrees 45 minutes East, 1.03 feet;
3. North 53 degrees 06 minutes West, 30.07 feet to lands of Glock and Kelly;
4. North 37 degrees 1 minute 10 seconds East, 20.92 feet to the Southwesterly corner of a frame building;

THENCE along the Southerly line of said frame building and its continuation South 52 degrees 21 minutes 10 seconds East, 30.06 feet to the center line of a partition wall produced Southerly from Westchester Avenue;

THENCE along the production of said partition wall North 36 degrees 59 minutes 30 seconds East, 3.83 feet to the center line of a partition wall running Easterly to South Main Street;

THENCE along the center line of said partition wall South 53 degrees 10 minutes 40 seconds East, 38.79 feet to the aforesaid Westerly side of South Main Street;

THENCE along the said Westerly line of South Main Street South 36 degrees 28 minutes 30 seconds West, 24.66 feet to the point or place of BEGINNING.

PARCEL III (6 SOUTH MAIN STREET - SECTION 142.30 BLOCK 2 LOT 51):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the Northwestern side of South Main Street, distant 53.33 feet Southerly from the Southwesterly corner of South Main Street and Westchester Avenue;

THENCE RUNNING along South Main Street South 36 degrees 28 minutes 30 seconds West, 25.15 feet;

THENCE North 54 degrees 37 minutes 30 seconds West, 90 feet;

THENCE North 36 degrees 14 minutes East, 5.79 feet to land now or formerly of the Estate of James Merritt;

THENCE along said Estate South 53 degrees 06 minutes East, 15 feet;

THENCE North 36 degrees 28 minutes 30 seconds East still along said Merritt Estate, 22 feet;

THENCE still along said Merritt Estate South 53 degrees 06 seconds East, 36 feet;

THENCE South 35 degrees 45 minutes West, 1.03 feet;

THENCE South 54 degrees 15 minutes East, 39 feet to the point or place of BEGINNING.

PARCEL IV (8 SOUTH MAIN STREET - SECTION 142.30 BLOCK 2 LOT 50):

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester, and State of New York, bounded and described as follows:

BEGINNING at a point on the Northwestern side of South Main Street, distant 78.48 feet Southerly from the Southwesterly corner of South Main Street and Westchester Avenue;

THENCE RUNNING North 54 degrees 37 minutes 30 seconds West along land now or formerly of Abraham H. Kavovitz, 90 feet;

THENCE Southerly parallel with South Main Street, South 36 degrees 28 minutes 30 seconds West, 39.32 feet;

THENCE Easterly on a line running South 54 degrees 37 minutes 30 seconds East, 90 feet to South Main Street;

THENCE RUNNING along South Main Street North 36 degrees 28 minutes 30 seconds East, 39.32 feet to the point or place of BEGINNING.

Exhibit 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

PHILIRON, INC.,

CHAPTER 11

CASE NO.: 20-22114 (RDD)

Debt
or.

-----X

**ORDER (1) APPROVING THE SALE OF THE DEBTOR'S RIGHT, TITLE AND
INTEREST IN REAL PROPERTY FREE AND CLEAR OF ALL LIENS AND
CLAIMS PURSUANT TO 11 U.S.C. §§ 363(b), (f) and (m), 1123(a)(5), and 1141(c),
AND (2) AUTHORIZING PAYMENT OF CLOSING COSTS**

Upon the motion, dated March 10, 2021 [Dkt. No. 43] ("the Motion") of Philiron, Inc., the debtor herein (the "Debtor") for an order (1) pursuant to 11 U.S.C. §§ 363(b), (f) and (m), 1123(a), and 1141(c) authorizing the sale of the interest of the post-confirmation debtor herein (the "Debtor") in the real properties located at 2, 4, 6 and 8 S. Main Street, Port Chester, NY 10573 (collectively, the "Property") pursuant to the sale contract(s) attached as Exhibit A to the Motion (the "Contract"), free and clear of all liens, claims, interests, and encumbrances therein and thereon of whatever kind or nature except as expressly assumed by the buyer under the Contract ("Liens and Claims") and (2) authorizing the Debtor's payment from the sale proceeds of reasonable and necessary closing costs related thereto; and there being due and sufficient notice of the Motion as reflected in the Certificate of Service filed as Dkt. No. 44; and upon the objection of Houlihan Lawrence [Dkt. No. 53] to the requested relief; and there being no other objections to the requested relief; and upon the record of the hearing held by the Court on the Motion on April 5, 2021; and, after due deliberation, the Court having determined for the reasons stated in its bench ruling at the hearing that the proposed sale is in the best interests of the Debtor, its estate and creditors and is supported by good business reasons; and the objection of Houlihan Lawrence having been resolved; and the Court also having determined that one or more of the grounds for the sale being free and clear of Liens

and Claims under 11 U.S.C. §§ 363(f) and 1141(c) has been satisfied, and that the buyer under the Contract is a purchaser in good faith entitled to the protection of 11 U.S.C. § 363(m) and (n); and the Court having entered an Order, dated April 12, 2021 confirming the Second Amended Chapter 11 Plan for the Debtor (the "Chapter 11 Plan"), paragraph 7 of which provided for the entry of an order in substantial conformity with this Order promptly after the Plan Administrator informs the Court that the Hyperion Offer (as set forth in the Contract) is scheduled for a closing; and the Court having been informed on July 22, 2021 that the Hyperion Offer is scheduled for a closing; and good and sufficient cause appearing, it is hereby

ORDERED, that the Motion is granted to the extent set forth herein; and it is further

ORDERED, that the Debtor is authorized under 11 U.S.C. §§ 363(b) and (f), 1123(a), and 1141(c) to sell the Property free and clear of all Liens and Claims pursuant to the terms of the Contract, with all Liens and Claims to attach to the sale proceeds in the same amount and priority, with the same validity and enforceability, and subject to the same defenses as existed immediately before the closing of the sale and subject to the terms of the Chapter 11 Plan; and it is further

ORDERED, that, at the closing of the foregoing sale, the Debtor is authorized to pay reasonable, ordinary and customary closing costs from the sale proceeds, including reasonable and customary professional fees directly related to the sale, transfer taxes, subject, however, to any exemptions therefrom in the Chapter 11 Plan and Confirmation Order, and reasonable title charges; and it is further

ORDERED, that, at the closing of the foregoing sale, the Debtor is also authorized and directed to pay, to the extent of available proceeds, any undisputed debt secured by a valid, perfected and enforceable lien on the Property, in the order of priority of such liens, and, in the event any amount or lien is disputed in good faith, the Debtor shall place such disputed amount

of the sale proceeds to be held in escrow subject to further order of this Court or resolution by the parties (and such escrow shall be deemed payment for purposes of title insurance), all as consistent with the Plan; and it is further

ORDERED, that, within ten days after the closing of the foregoing sale, counsel for the Plan Administrator shall file a closing statement with the Court and serve a copy on the Office of the United States Trustee; and it is further

ORDERED, that the 14-day stay of this Order under Fed. R. Bankr. P. 6004(h) is waived, for cause shown, and this Order is effective immediately upon its entry.

Dated: White Plains, New York
July 23, 2021

/s/Robert D. Drain

Honorable Robert D. Drain
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

PHILIRON, INC.,

Debtor-in-Possession.

)
)
) Chapter 11
)
)
) Case No. 18-22114 (RDD)
)
)
)
)
)

**ORDER CONFIRMING SECOND AMENDED
PLAN OF LIQUIDATION FILED BY PC FUNDING INC.**

Upon a hearing to consider confirmation of the Second Amended Plan (the "Plan") filed by PC Funding Inc. ("PC Funding" or "Plan Proponent") on March 31, 2021 [Docket No. 57]; and the Bankruptcy Court¹ having reviewed the Plan and all exhibits thereto; and the Bankruptcy Court having held such preliminary hearing on March 18, 2021 and a final hearing on April 5, 2021 (together, the "Confirmation Hearing") to consider confirmation of the Plan; and the Bankruptcy Court having taken judicial notice of the papers and pleadings on the Bankruptcy Court's docket in the bankruptcy case of the above-captioned debtor and debtor in possession (the "Debtor"); and the one objection to confirmation of the Plan having been resolved, overruled or withdrawn; and the Bankruptcy Court finding that: (a) notice of the Confirmation Hearing was due and sufficient and consistent with the applicable Bankruptcy Rules; (b) the Plan meets all requirements for confirmation including the applicable requirements of 11 U.S.C. § 1129; and (c) the Plan Proponent has established just cause for the relief granted herein; now, therefore,

¹ Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Plan.

THE BANKRUPTCY COURT HEREBY FINDS AND DETERMINES² that:

A. Philiron, Inc. (defined above as the “Debtor”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on January 23, 2020 (the “Petition Date”).

B. This Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (L) and (O).

C. As of the Petition Date, the Debtor’s principal assets were in White Plains, New York. Accordingly, venue in the Southern District of New York was proper as of the Petition Date and continues to be proper under 28 U.S.C. §§ 1408 and 1409.

D. The Debtor is an entity eligible for relief under section 109 of the Bankruptcy Code.

E. The modifications to the Plan, reflected in the Second Amended Plan filed with this Court on March 31, 2021 [Docket No. 57] and this Order, together defined herein as the “Plan,” do not adversely affect the treatment of any Class of Claims and, therefore, do not require re-solicitation for the purposes of rule 3019(a) of the Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

A. Confirmation of Plan

² This Confirmation Order constitutes the Bankruptcy Court’s findings of fact and conclusions of law under Fed. R. Civ. P. 52, as made applicable by Rule 9014 and 7052. Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate.

1. The Plan is confirmed pursuant to section 1129 of the Bankruptcy Code.

On the Effective Date of the Plan, except as otherwise provided in the Plan, title to all property of the Debtor's estate shall vest in the Plan Administrator to be transferred pursuant to the Hyperion Offer or pursuant to the purchaser at the Auction Sale, in each case in accordance with the terms of the Plan, and the Plan Administrator shall have the authority, and is hereby directed, to carry out the terms of the Plan as set forth therein.

2. As set forth herein and in the Plan, the classification scheme of Claims and Equity Interests in the Plan is reasonable and complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code. Classes 1 and 3, in which there were no creditors as of the date hereof, are hereby struck from the Plan. Claims and Equity Interests in each particular Class are substantially similar to other Claims or Equity Interests contained in such Class.

3. Paragraph 9.1 of the Plan is hereby amended as follows and substituted with the following:

9.1 General. This Plan is a liquidating plan that contemplates the orderly liquidation of all property of the Debtor's estate and as such, the Plan does not entitle the Debtor to a discharge. This Plan contemplates two paths to consummation. First, the Plan may be consummated by consummation of the Hyperion Offer. Consummation of the Hyperion Offer takes place in two stages. The first stage is consummated by the placement by Hyperion of the contractually required deposit (the "Deposit") by no later than May 25, 2021 at 5:00 PM (Eastern). The second stage occurs when that deposit is timely made *and* Hyperion closes in accordance with the terms of the PSA 60 days thereafter ("Closing Date"). If the Closing on the Hyperion Offer occurs, all Allowed Claims shall be paid in full using the Sales Proceeds of that Closing. The second path to consummation is if the Deposit is not timely made or if the Hyperion Offer does not result in a Closing. If the Deposit is not timely made, then the Plan Proponent through the Broker may immediately commence, as of 5:00 PM on May 25, 2021, public marketing of the Properties and proceed to the Auction Sale by the end of June 30, 2021 and such Auction Sale may not be unreasonably extended; *provided, however*, that a two-week extension shall not be considered unreasonable. If the Closing on the Hyperion Offer does not timely occur, then the Plan Proponent through the Broker may immediately commence public marketing of the Properties and proceed to the Auction Sale by the end of August 2021 and such Auction Sale may not be unreasonably extended; *provided; however*; that a two-week extension

shall not be considered unreasonable. To prepare for the Broker to immediately market the Properties for sale as of 5:00 PM on May 25, 2021 if the Deposit is not made, the Debtor agrees to and shall permit the Broker to access the Properties to take photographs and measure for floor plans for the marketing and shall cooperate starting April 12, 2021 to allow such access and provide the Broker with reasonably requested information such as utility bills, leases, occupancy information, rent rolls, real estate taxes and water and sewer amounts, and related information as reasonably requested by the Broker. All Claims against the Debtor are addressed herein and are paid in whole or in part pursuant hereto. As of the Effective Date, unless the Confirmation Order is stayed, the Plan Administrator shall control for all purposes all of the Debtor's property, including the Properties, any and all bank accounts of the Debtor and any other assets, and the Properties shall be operated and managed by the Plan Administrator (or such property manager he may retain) and such Properties and funds shall be property of the Post-Confirmation Estate. The Plan Proponent has agreed to designate current manager Olga Sinis as property manager from and after Confirmation until a Closing occurs and the Properties have transferred to the purchaser. As long as Olga Sinis is designated as property manager, and as long as an successor to her is so designated, she/he shall continue to act in a fiduciary capacity with respect to the Debtor's and the Post-Confirmation Estate, including but not limited to filing monthly operating reports, paying all quarterly fees as required by 28 U.S.C §1930, collecting rents, paying postpetition expenses including real estate taxes, water and sewer charges, utilities, insurance and other such expenses in the ordinary course of business. Olga Sinis and any successor to her shall be removable from her/his position as designated property manager for cause on 2 business days' notice to the Debtor, Olga Sinis, the Office of the United States Trustee and all parties who have appeared in this chapter 11 case. PC Funding is deemed to consent to the use of any funds in the Debtor's bank accounts in the ordinary course or to carry out the terms of this Plan to the extent such funds are PC Funding's Cash Collateral. The Plan Administrator, including such property manager, shall be authorized to continue the usual and ordinary operations of the Properties pending the Auction Sale and Closing for the Properties in accordance with the terms hereof, and to spend funds of the Post-Confirmation Estate as may be necessary to carry out the terms of this Plan. The Plan Administrator shall, if the conditions to a Closing of the Hyperion Offer are not met, cause the Properties to be marketed and sold at the public Auction Sale in accordance with the terms hereof, including the Auction Sale Procedures. The Plan Proponent shall pay a flat fee of \$10,000 to Broker for its marketing expenses in the event the Hyperion Offer Closing occurs.

4. The Plan Administrator is hereby authorized to enter into, execute, deliver, file and/or implement any documents and instruments substantially consistent with or incidental to the Plan, and to take such other steps and perform such other acts as may be necessary or appropriate to implement and effectuate the Plan and this Confirmation Order without the need

of any further order of the Bankruptcy Court or authorization of the Debtor. On the Effective Date, the Debtor's representatives shall make available for pick up (i) all keys to the real properties located at 2 South Main Street, Port Chester, New York 10573 (Westchester County, Section 142.30, Block 2, Lot 53), 4 South Main Street, Port Chester, New York 10573 (Westchester County, Section 142.30, Block 2, Lot 52), 6 South Main Street, Port Chester, New York 10573 (Westchester County, Section 142.30, Block 2, Lot 51), and 8 South Main Street, Port Chester, New York 10573 (Westchester County, Section 142.30, Block 2, Lot 50) (collectively, the "Properties") and (ii) copies of the Debtor's original corporate and financial books and records³ (to the extent they exist) including, but not limited to, complete copies of all utility bills for the last 12 months, complete copies of leases, all checks in the Debtor's possession to the debtor in possession bank account, the Properties' leases to the extent they exist (the "Leases") and other such documents to the extent reasonably requested by the Plan Administrator for the purposes of carrying out the terms of the Plan; *provided, however*, that the Plan Administrator, as set forth in Section 9.1 of the Plan (and subject to the limitations thereof) designates Olga Sinis as property manager and so long as Ms. Sinis remains property manager the foregoing turnover requirements are waived. The Debtor's representatives shall cooperate with the reasonable requests of the Plan Administrator to enter into, execute, deliver, file and/or implement any documents and instruments substantially consistent with or incidental to the Plan, and to take such other steps and perform such other acts as may be necessary or appropriate to implement and effectuate the Plan and this Confirmation Order without the need of any further order of the Bankruptcy Court.

³ The Debtor may retain the originals of the books and records if it so chooses.

5. Except as otherwise expressly provided in the Plan, on and after the Confirmation Date, the Plan shall bind all Holders of Claims and Equity Interests, whether or not such Holders voted to accept or reject the Plan.

6. Pursuant to section 1146(a) of the Bankruptcy Code and applicable State law, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument necessary or appropriate to effectuate a transfer under the Plan shall not be taxed under any law imposing a stamp tax or other similar tax. The undisputed portion of the PC Funding Secured Claim shall be paid at the Closing, whether to Hyperion Group LLC or otherwise.

7. Upon the Plan Administrator informing the Court that either the Hyperion Offer or the Auction Sale of the Properties is scheduled for a Closing, the Plan Administrator may email to the Court for entry an order substantially in the form attached hereto as Exhibit A approving such sale under and as provided for in the Plan, free and clear of all liens, claims, interests, and encumbrances, pursuant to sections 363(f), 363(m), 1123(a)(5), and 1141(c) of the Bankruptcy Code.

8. All fees payable pursuant to 28 U.S.C. § 1930, together with any interest thereon pursuant to 31 U.S.C. §3717, as determined by the Bankruptcy Court as of the Confirmation Date, to the extent not previously paid by the Debtor, shall be paid by the Plan Administrator from the operating income, if any, of the estate pending the Closing on the Sale of the Property whether to Hyperion Group LLC or otherwise and, upon the Closing, from the Sales Proceeds and, if applicable, Avoidance Action recoveries. If PC Funding is the successful bidder at an Auction Sale based on a credit bid, and there are no other funds available to pay the statutory fees pursuant to 28 U.S.C. §1930, together with any interest thereon pursuant to 31 U.S.C. §3717, then such fees shall be paid at the Closing in full by PC Funding.

9. Pursuant to and to the extent set forth in Sections 9.2(d), 9.6, 9.11, 9.12(a), 9.13, and 9.16 of the Plan, the Plan Administrator is vested with the authority to commence and prosecute Causes of Action for the benefit of the estate.

10. As set forth in the Plan, the Leases, if any, are hereby assumed pursuant to section 365 and 1123(a)(5) of the Bankruptcy Code, and the Plan Administrator is authorized to execute such documents as are necessary to assign such leases, to the extent they exist, to the purchaser at Closing on the sale auction.

11. The Bankruptcy Court retains jurisdiction over the Debtor, the Plan Administrator, and the Plan to the fullest extent as permitted by applicable law in order to, without limitation, resolve disputes over the implementation or interpretation of this Confirmation Order.

B. Administrative Bar Date-Professional Fees/Section 503 Claims

12. The date by which (i) all retained professionals, including Debtor's counsel and any retained accountant, must file an application with the Bankruptcy Court for allowance of professional fees, and (ii) Plan Proponent must file a claim, if any, for fees and/or expenses pursuant to section 503(b), **shall be no later than 30 days after the Effective Date (the "Administrative Bar Date")** so that adequate reserves may be established at Closing. Any fees not sought by the Administrative Bar Date shall be deemed waived and disallowed. Such applications shall be filed with the Bankruptcy Court and served on the Debtor, Debtor's counsel, the Plan Proponent, and the Office of the United States Trustee. Plan Proponent's application, if any, shall include an estimate of fees through Closing.

C. Binding Effect

13. In accordance with section 1141 of the Bankruptcy Code, the provisions of the Plan shall be binding upon the Debtor, any official or unofficial committee (if any), any Person acquiring or receiving property under the Plan, any party to a contract or agreement with any Debtor, any lessor or lessee of property to or from the Debtor and any holder of a Claim against or an Equity Interest in the Debtor, whether or not such Claim or Equity Interest is Impaired under the Plan and whether or not such holder has filed a proof of Claim or Equity Interest or has accepted the Plan or is entitled to a Distribution. In accordance with section 1141(d)(3) of the Bankruptcy Code, this Confirmation Order shall not be deemed to discharge any of the Debtor's debts.

D. Effectiveness of All Actions

14. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on or after the Confirmation Date pursuant to the Confirmation Order, without further application to, or order of the Bankruptcy Court.

15. Consistent with section 1142 of the Bankruptcy Code, the Debtor and Post-Confirmation Debtor are hereby authorized and directed, to the extent necessary and as requested by the Plan Administrator, to execute or deliver or to join in the execution or delivery of any and all instruments required to effect a transfer of the Properties, including any assumed leases, and to perform any act, including the satisfaction of any Lien, that is necessary for the consummation of the Plan and, pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer, or exchange of any security and the making or delivery of any instrument of transfer in connection with or in furtherance of the Plan which shall not be subject to tax under any law imposing a stamp tax, real estate transfer tax, mortgage recording tax or similar tax. The Plan Administrator

shall be authorized and directed to carry out the Debtor's obligations in the event the Debtor or Post-Confirmation Debtor fails or refuses to do so.

E. Approval of Consents

16. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto.

F. Effect of Conflict Between the Plan and Confirmation Order

17. If there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

G. Final Confirmation Order and Effectiveness Thereof

18. This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof, provided however that this Order shall take effect after the 14 day stay under Bankruptcy Rule 3020(e) expires unless a separate stay has been obtained from a court of competent jurisdiction.

H. General Provisions

19. The Plan is incorporated in full herein. Failure specifically to include or refer to any particular sections or provisions of the Plan or any related agreement in the Confirmation Order shall not diminish or impair the effectiveness of such sections or provisions, it being the intent of the Bankruptcy Court that the Plan be confirmed and such related agreements be approved in their entirety.

20. The provisions of this Confirmation Order are non-severable and mutually dependent.

21. Notwithstanding anything to the contrary herein, in the Plan or otherwise, the Plan Administrator shall file objections, if any, to claims or interests by no later than three (3) business days prior to the Closing (the "Objection Deadline") and the Plan Administrator shall file and serve no less than ten (10) days prior to the scheduled Closing a notice of Closing on all parties in interest, and further any claims or interests not objected to by the Objection Deadline shall be deemed Allowed for all purposes under the Plan.

22. The Debtor shall, within ten days from the entry of this Confirmation Order, simultaneously file and provide to the Office of the United States Trustee operating reports indicating the cash disbursements for any period for which operating reports have not been filed through the date hereof.

23. Notwithstanding anything to the contrary herein, in Section 1.4 of the Plan, or otherwise, any party in interest may object to any claim asserted by PC Funding including PC Funding's prepetition claim, claim for postpetition legal fees, interest, and/or advances or substantial contribution, provided however that any such objections shall be filed with the Bankruptcy Court and served on PC Funding so as to be received by PC Funding's counsel no later than 4:00 PM on the Objection Deadline, and further, to the extent any such claim or portion thereof is not objected to by the Objection Deadline it shall be deemed Allowed for all purposes under the Plan.

24. The Plan Administrator shall file with the Bankruptcy Court, on no less than a quarterly basis, a report on the status of the implementation of the Plan, including a report of the Post-Confirmation assets, income, disbursements and liabilities within 15 days after the

conclusion of each such period until the entry of the Final Decree closing Debtor's bankruptcy case. Any such report shall be prepared consistent with (both in terms of content and format) the applicable Bankruptcy Court and the United States Trustee's Guidelines for such matters.

25. The Plan Administrator shall, within five (5) business days of the final distribution under the Plan, file with the Bankruptcy Court a closing report and a request for a final decree and order closing this chapter 11 case.

Dated: April 12, 2021
White Plains, New York

/s/Robert D. Drain
United States Bankruptcy Judge

Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation (Single Sheet)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 18th day of November, in the year 2022,

BETWEEN Village of Port Chester, a municipal corporation with its principal office at 222 Grace Church Street, Port Chester, NY 10573,

party of the first part, and 2SM Development, LLC, a Delaware limited liability company, with its principal office at 9 West 57th Street, 46th Floor, New York, NY 10019,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

Ten and no/100 (\$10.00)----- dollars
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 Village of Port Chester, Town of Rye, County of Westchester and State of New York, and more particularly described in Schedule "A" annexed hereto and made a part hereof.

BEING and intended to be the same premises conveyed to the grantor by Deed made by Port Estates, Inc. dated 11/30/1981 and recorded 12/9/1981 in Liber 7741 page 257 in the Westchester County Clerk's Office; and Deed made by Port Estates, Inc. and Pioneer Commercial Discount Corp. dated 11/30/1981 and recorded 12/9/1981 in Liber 7741 page 253 in the Westchester County Clerk's Office.

BEING further known as 7 East Broadway, Port Chester, New York; Section 142.30, Block 2, Lot 57.

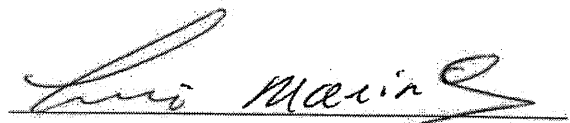
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; 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 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.

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

IN PRESENCE OF:


Village of Port Chester
By Luis Marino, Mayor

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Westchester, ss:

On the 10th day of November in the year 2022, before me, the undersigned, personally appeared Luis Marino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ANTHONY A. CARBONE
Notary Public, State of New York
No. 4643072
Qualified in Westchester County
Commission Expires October 31, 2025

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS
TAKEN IN NEW YORK STATE**

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

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

NOTARY PUBLIC

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK
STATE**

State of , County of , ss:

On the day of in the year , before me, the undersigned personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

**Bargain & Sale Deed
With Covenants**

Village of Port Chester

TO

2SM Development, LLC

Title No.

COUNTY: Westchester

TOWN/CITY: Town of Rye

PROPERTY ADDRESS: 7 East Broadway

SECTION: 142.30

BLOCK: 2

LOT: 57

RETURN BY MAIL TO:

DISTRIBUTED BY



JUDICIAL TITLE

T: 800-281-TITLE F: 800-FAX-9396

First American Title Insurance Company

Title Number: 797-05245-LLS-W

Page 1

SCHEDULE A DESCRIPTION

Parcel I:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of East Broadway, which point is distant southerly 40.14 feet from the point on the easterly side of East Broadway formed by the division line between the premises of Ratner and other premises now or formerly of Giacinto Salerno;

Running thence, south 47 degrees, 56 minutes east, 64.01 feet to a point;

Running thence, south 36 degrees, 28 minutes, 30 seconds east, 16.45 feet to a point;

Thence still south 54 degrees, 19 minutes east, 29.50 feet to a point;

Running thence, south 31 degrees, 47 minutes west, 27.50 feet to a point;

Running thence, north 48 degrees, 08 minutes west, 99.42 feet to the easterly side of East Broadway;

Thence along the easterly side of East Broadway, north 41 degrees, 29 minutes east, 40.15 feet to the point and place of BEGINNING.

Parcel II:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of East Broadway, such point being the division line between premises herein described and the premises of one Ratner; and

Running thence south 53 degrees, 06 minutes, 30 seconds east along the premises of Ratner and the Estate of James S. Merritt 60.20 feet to a point;

Running thence south 36 degrees, 28 minutes, 30 seconds west, 45.78 feet to a point;

Running thence north 47 degrees, 56 minutes west, 64.01 feet to the easterly side of East Broadway; and

Running thence along the easterly side of East Broadway, north 41 degrees, 29 minutes east 40.14 feet to the point and place of BEGINNING.

EXCEPTING THEREFROM premises conveyed by Port Estates, Inc. to Pioneer Commercial Discount Corp., dated 5/28/1956 and recorded /6/1956 in Liber 5590, page 195.

First American Title Insurance Company

Title Number: 797-05245-LLS-W

Page 2

Parcel III:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, being bounded and described as follows:

BEGINNING at a point on the southeasterly side of East Broadway distant southwesterly 75 feet from the westerly side of Westchester Avenue at the southwesterly corner of lands now or formerly of Emanuel Pearlman and others;

Thence running along the lands of said Emanuel Pearlman and others and lands of David J. Kelly, Jr., south 53 degrees, 06 minutes, 30 seconds east, 60.20 feet to lands now or formerly of Madelon Estates, Inc.;

Thence running along said lands last mentioned, south 36 degrees, 28 minutes, 30 seconds west, 24.98 feet to a point and other lands of Port Estates, Inc.

Thence running along said lands of Port Estates, Inc. and part of the way through the center of a partition wall, north 47degrees, 56 minutes west 62.20 feet to the southwesterly side of East Broadway; north 41 degrees, 29 minutes east, 19.44 feet to the point and place of BEGINNING.

Being generally known and designated as Section 142.30 Block 2 Lot 57 on the Official Tax Map of Westchester County, for the Town of Rye.

~~**Note:** Upon receipt of an accurate and certified survey acceptable to this Company, a metes and bound description will be furnished.~~

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE is made this 7th day of October, 2022, between SER 10 SOUTH MAIN LLC, a New York limited liability company, having an address at 44 Church Street, White Plains, NY 10601 and TWO HEARTS PARTNERS, L.P., a New York limited partnership, having an address at 2453 Route 6, Brewster, NY 10509 ("Grantor"), and 2SM DEVELOPMENT, LLC, a Delaware limited liability company, having an address at 9 West 57th Street, 46th Fl, New York, NY 10019 ("Grantee").

WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant, grant and release unto Grantee, its heirs and successors and assigns, forever, all right, title and interest of Grantor in and to the following:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, bounded as follows:

BEGINNING on the northwesterly side of South Main Street and at a point distant 117.80 feet southwesterly from the southwesterly side of Westchester Avenue, and;
RUNNING thence along side South Main Street, South 36 degrees 28 minutes 30 seconds West 17.53 feet;
THENCE North 54 degrees 19 minutes West 90.00 feet;
RUNNING thence North 36 degrees 28 minutes 30 seconds East 17.14 feet; and
RUNNING thence South 54 degrees 34 minutes East 90.00 feet to the point and place of BEGINNING.

Being and intended to be the same premises as conveyed to SER 10 SOUTH MAIN LLC from JANET CARMONA ORELLANA FKA JANET C. CARMONA AND AYDA A. CARMONA, by deed dated 4/21/2021 and recorded on 5/5/2021 in the offices of the Westchester County Clerk as Control Number 611113475.

Being and intended to be the same premises as conveyed to SER 10 SOUTH MAIN LLC and TWO HEARTS, L.P. FROM SER 10 SOUTH MAIN LLC, by deed dated 9/30 and being recorded simultaneously with this deed.

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

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

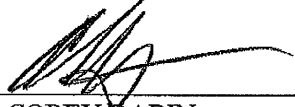
TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs and successors and assigns, forever.

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 whatsoever.

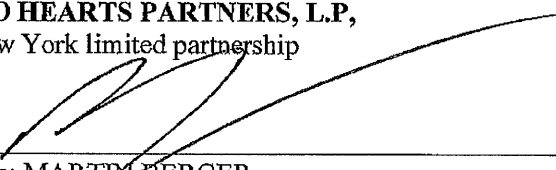
AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same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

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

SER 10 SOUTH MAIN LLC,
a New York limited liability company
By: Property, a Delaware limited liability company
as Managing Member

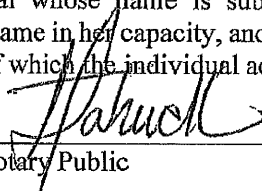
By: 
Name: COREY RABIN
Title: MANAGING MEMBER

TWO HEARTS PARTNERS, L.P.,
a New York limited partnership

By: 
Name: MARTIN BERGER
Title: GENERAL PARTNER

STATE OF ~~NEW YORK~~ ^{Florida})
COUNTY OF ~~WESTCHESTER~~ ^{Broward})ss.:

On the 4 day of October in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared COREY RABIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

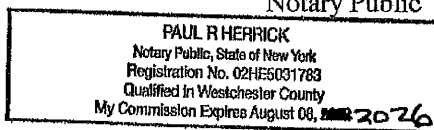

Notary Public



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

On the 6th day of October in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared MARTIN BERGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



RECORD & RETURN TO:

Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attention: Michael L. Katz, Esq.

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, situated, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, bound and described as follows:

BEGINNING on the northwesterly side of South Main Street and at a point distant 117.80 feet southwesterly from the southwesterly side of Westchester Avenue; and

RUNNING thence along side South Main Street, South 36 degrees 28 minutes 30 seconds West 17.53 feet;

THENCE North 54 degrees 19 minutes West 90.00 feet;

RUNNING thence North 36 degrees 28 minutes 30 seconds East 17.14 feet; and

RUNNING thence South 54 degrees 34 minutes East 90.00 feet to the point and place of **BEGINNING**

Mon Ami Takis Inc.
46 Summit Avenue
Port Chester, New York 10573

**Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main
Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E.
Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51,
52, 53, 54, 57, 58.**

Dear Ms. Sinis:

Hyperion Group, LLC, its assigns and/or their respective affiliates, is submitting a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation to voluntarily investigate and remediate the following property(ies): 2 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-53); 4 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-52); 6 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-51); 8 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-50); 10 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-49); 14 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-48); 16 S. Main Street & 17 E. Broadway, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-47); 15 E. Broadway, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-58); 7 E. Broadway, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-57); and 102 Westchester Avenue, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-54 (the "BCP Site"). As you know, Mon Ami Takis, Inc. owns parcels that makes up a portion of the aforementioned BCP Site. We need your written permission below to access your property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins. If you have any questions, please do not hesitate to call Scott Allen, our Development Manager at (601)209-1613. Otherwise, please sign below so that this work can proceed.

To the extent an environmental easement is required for the BCP Site after the remediation is complete because a Track 1 remediation was unable to be achieved, and in the unusual circumstance that you still own the site, you are also herein giving us permission to place an environmental easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program requirements.

Thank you for your cooperation.

Sincerely,



Hyperion Group, LLC

By. Robert Vecsler
Chief Executive Officer

As a member of the site owner, I am authorized to grant this temporary license and agree to allow Hyperion Group, its assigns and/or their respective affiliates, and the respective agents thereof, to enter my property to perform the BCP Investigation and/or remediation work required.



Mon Ami Takis Inc.

By. Marie Sinis

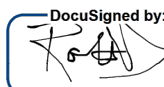
ASSIGNMENT AND ASSUMPTION OF SITE ACCESS AGREEMENT

Hyperion Group, LLC (“**Assignor**”) hereby assigns to 2SM Development LLC (“**Assignee**”) all of its rights and obligations under that certain Site Access Agreement between Mon Ami Takis Inc. and Assignor (copy attached), with respect to property known as and located at 14 South Main Street, Port Chester, New York. Assignee hereby accepts the aforesaid assignment and assumes all obligations of Assignor under the Site Access Agreement.

Dated: As of March 10, 2023

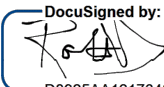
Assignor:

Hyperion Group, LLC

By: 
Name: Robert Vecsler
Title: Chief Executive Officer

Assignee:

2SM Development LLC

By: 
Name: Robert Vecsler
Title: Authorized Signatory

Mon Ami Takis Inc.
46 Summit Avenue
Port Chester, New York 10573

Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E. Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51, 52, 53, 54, 57, 58.

Dear Ms. Sinis:

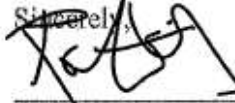
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If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins. If you have any questions, please do not hesitate to call Scott Allen, our Development Manager at (601)209-1613. Otherwise, please sign below so that this work can proceed.

To the extent an environmental easement is required for the BCP Site after the remediation is complete because a Track 1 remediation was unable to be achieved, and in the unusual circumstance that you still own the site, you are also herein giving us permission to place an environmental easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program requirements.

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Thank you for your cooperation.

Sincerely,


Hyperion Group, LLC
By. Robert Vecsler
Chief Executive Officer

As a member of the site owner, I am authorized to grant this temporary license and agree to allow Hyperion Group, its assigns and/or their respective affiliates, and the respective agents thereof, to enter my property to perform the BCP Investigation and/or remediation work required.



Mon Ami Takis Inc.
By. Marie Sinis

Marie Sinis, as Preliminary
Executrix of the Estate of Huguette Sinus
46 Summit Avenue
Port Chester, New York 10573

Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main
Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E.
Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51,
52, 53, 54, 57, 58.

Dear Ms. Sinis:

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If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins. If you have any questions, please do not hesitate to call Scott Allen, our Development Manager at (601)209-1613. Otherwise, please sign below so that this work can proceed.

To the extent an environmental easement is required for the BCP Site after the remediation is complete because a Track 1 remediation was unable to be achieved, and in the unusual circumstance that you still own the site, you are also herein giving us permission to place an

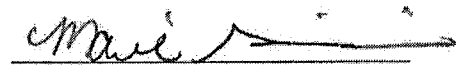
environmental easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program requirements.

Thank you for your cooperation.

Sincerely,

Hyperion Group, LLC
By. Robert Vecsler
Chief Executive Officer

As a member of the site owner, I am authorized to grant this temporary license and agree to allow Hyperion Group, its assigns and/or their respective affiliates, and the respective agents thereof, to enter my property to perform the BCP Investigation and/or remediation work required.



Marie Sinis, as Preliminary
Executrix of the Estate of Huguette Sinus

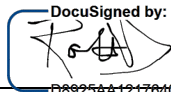
ASSIGNMENT AND ASSUMPTION OF SITE ACCESS AGREEMENT

Hyperion Group, LLC (“**Assignor**”) hereby assigns to 2SM Development LLC (“**Assignee**”) all of its rights and obligations under that certain Site Access Agreement between Marie Sinis, as Preliminary Executrix of the Estate of Huguette Sinis and Assignor (copy attached), with respect to property known as and located at 16 South Main Street, Port Chester, New York. Assignee hereby accepts the aforesaid assignment and assumes all obligations of Assignor under the Site Access Agreement.

Dated: As of March 10, 2023

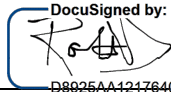
Assignor:

Hyperion Group, LLC

By: 
Name: Robert Vecsler
Title: Chief Executive Officer

Assignee:

2SM Development LLC

By: 
Name: Robert Vecsler
Title: Authorized Signatory

Marie Sinis, as Preliminary
Executrix of the Estate of Huguette Sinus
46 Summit Avenue
Port Chester, New York 10573

**Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main
Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E.
Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51,
52, 53, 54, 57, 58.**

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environmental easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program requirements.

Thank you for your cooperation.

Sincerely,

Hyperion Group, LLC
By. Robert Vecsler
Chief Executive Officer

As a member of the site owner, I am authorized to grant this temporary license and agree to allow Hyperion Group, its assigns and/or their respective affiliates, and the respective agents thereof, to enter my property to perform the BCP Investigation and/or remediation work required.


Marie Sinis, as Preliminary
Executrix of the Estate of Huguette Sinus

Dr. Sudershan Singla
106 Westchester Avenue
Port Chester, New York 10573

**Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E. Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51, 52, 53, 54, 57, 58.**

Dear Dr. Singla:

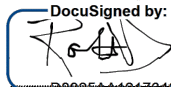
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Sincerely,

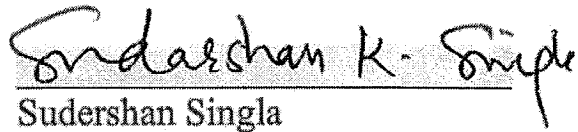
DocuSigned by:


D8925AA12176487...

Hyperion Group, LLC

By. Robert Vecsler
Chief Executive Officer

As the site owner, I am authorized to grant this temporary license and agree to allow Hyperion Group, LLC, its assigns and/or their respective affiliates, and the respective agents thereof, and its agents to enter my property to perform the BCP Investigation and/or remediation work required.


Sudershan Singla

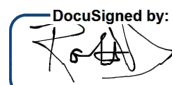
ASSIGNMENT AND ASSUMPTION OF SITE ACCESS AGREEMENT

Hyperion Group, LLC (“**Assignor**”) hereby assigns to 2SM Development LLC (“**Assignee**”) all of its rights and obligations under that certain Site Access Agreement between Sudershan Singla and Assignor (copy attached), with respect to property known as and located at 106 Westchester Avenue, Port Chester, New York. Assignee hereby accepts the aforesaid assignment and assumes all obligations of Assignor under the Site Access Agreement.

Dated: As of March 10, 2023

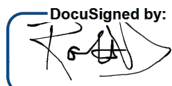
Assignor:

Hyperion Group, LLC

By: 
 DocuSigned by:
 D8925AA12176407
 Name: Robert Vecsler
 Title: Chief Executive Officer

Assignee:

2SM Development LLC

By: 
 DocuSigned by:
 D8925AA12176407
 Name: Robert Vecsler
 Title: Authorized Signatory

Dr. Sudershan Singla
106 Westchester Avenue
Port Chester, New York 10573

Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E. Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51, 52, 53, 54, 57, 58.

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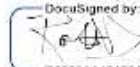
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DocuSign Envelope ID: EDDEC8D-2ABD-4A74-91EC-8B2B9DFB8B25

Thank you for your cooperation.

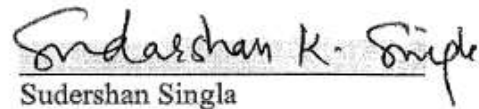
Sincerely,

DocuSigned by:
60925A712175467

Hyperion Group, LLC

By. Robert Vecsler
Chief Executive Officer

As the site owner, I am authorized to grant this temporary license and agree to allow Hyperion Group, LLC, its assigns and/or their respective affiliates, and the respective agents thereof, and its agents to enter my property to perform the BCP Investigation and/or remediation work required.


Sudershan Singla

Kevin L. Pellon
Christina Corfu
15 East Broadway
Port Chester, New York 10573

Re: Site Access to Perform Brownfield Cleanup Program Work
2 S. Main Street, 4 S. Main Street, 6 S. Main Street, 8 S. Main Street, 10 S. Main Street, 14 S. Main Street, 16 S. Main Street & 17 E. Broadway, 15 E. Broadway, 7 E. Broadway, and 102 Westchester Avenue; Tax Identification Nos. 47, 48, 49, 50, 51, 52, 53, 54, 57, 58.

Dear Mr. Pellon and Ms. Corfu:

2SM Development, LLC, its assigns and/or their respective affiliates, is submitting a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation to voluntarily investigate and remediate the following property(ies): 2 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-53); 4 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-52); 6 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-51); 8 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-50); 10 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-49); 14 S. Main Street, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-48); 16 S. Main Street & 17 E. Broadway, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-47); 15 E. Broadway, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-58); 7 E. Broadway, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-57); and 102 Westchester Avenue, Port Chester, New York 10573 (Tax Parcel No. 142.30-2-54 (the "BCP Site"). You are the owners of 15 East Broadway, Port Chester, New York (Tax Parcel No. 142.30-2-58), a portion of the aforementioned BCP Site. We need your written permission below to access your property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

If you agree to sign below, you are granting us what is known as a "temporary license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week's notice before the work begins. If you have any questions, please do not hesitate to call Scott Allen, our Development Manager at (601) 209-1613. Otherwise, please sign below so that this work can proceed.

To the extent an environmental easement is required for the BCP Site after the remediation is complete because a Track 1 remediation was unable to be achieved, and in the unusual circumstance that you still own the site, you are also herein giving us permission to place an

environmental easement on the BCP Site to give the NYSDEC access to ensure the BCP Site is properly maintained pursuant to all program requirements.


Thank you for your cooperation.

Sincerely,


2SM Development LLC

By: Robert Vecsler
Authorized Signatory

By executing below, the undersigned agree to grant this temporary license and to allow 2SM Development, LLC, its assigns and/or their respective affiliates, and the respective agents thereof to enter our property to perform the BCP Investigation and/or remediation work required.



Kevin L. Pellon



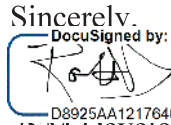
Christina Corfu

STATE OF NEW YORK) ss.:
COUNTY OF DUTCHESS)
Sworn to before me this 21st
day of AUGUST, 2023.



JOSEPHINE B. MOONEY
NOTARY PUBLIC, State of New York
No. 04MO6391835
Qualified in Dutchess County
Commission Expires 5/13/2027

Thank you for your cooperation.

Sincerely,

2SM Development LLC
By: Robert Vecsler
Authorized Signatory

By executing below, the undersigned agree to grant this temporary license and to allow 2SM Development, LLC, its assigns and/or their respective affiliates, and the respective agents thereof to enter our property to perform the BCP Investigation and/or remediation work required.

Kevin L. Pellon

Christina Corfu

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") is made and entered into by and between Purchaser and Seller.

RECITALS

- A.** Defined terms are indicated by initial capital letters. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.
- B.** Purchaser desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Purchaser to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

ARTICLE 1 - Basic Information

1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

- 1.1.1 Seller:** Kevin L. Pellon and Cristina Corfu
- 1.1.2 Purchaser:** Hyperion Group, LLC, a Florida limited liability company
- 1.1.3 Purchase Price:** \$1,325,000.00
- 1.1.4 Earnest Money:** \$10,000.00 (the "Initial Earnest Money"); and \$90,000.00 (the "Additional Earnest Money"), to be deposited in accordance with Section 3.1 below.
- 1.1.5 Title Company:** Lincoln Land Services
420 Lexington Avenue, Suite 2301
New York, New York 10170
Attention: Lawrence M. Holmes, Esq.
Telephone: (212) 759-3636
Email: lholfmes@lincolnlandservices.com
- 1.1.6 Escrow Agent:** Same as Title Company
- 1.1.7 Broker:** None.
- 1.1.8 Effective Date:** The date on which this Agreement is executed by the latter to sign of Purchaser or Seller, as indicated on the signature page of this Agreement
- 1.1.9 Property Information**

Delivery Date: The date that is two (2) business days after the Effective Date.

1.1.10 Inspection Period: The period commencing on the Effective Date and ending on the date that is sixty (60) days after the Effective Date.

1.1.11 Closing Date: The date that is sixty (60) days after the satisfaction or written waiver of Purchaser's Approvals Contingency (defined below).

Other defined terms used in this Agreement shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth. The Recitals to this Agreement and all Exhibits and Schedules to this Agreement are incorporated herein by this reference.

1.2 Closing Costs. Closing costs shall be allocated and paid as follows:

Cost	Responsible Party
Title Commitment	Purchaser
Premium for standard form title policy	Purchaser
Premium for any upgrade of title policy for extended or additional coverage and any endorsements desired by Purchaser, any inspection fee charged by the Title Company, tax searches, municipal searches, and any other Title Company charges	Purchaser
Costs of Survey and/or any revisions, modifications or recertifications thereto	Purchaser
Costs for UCC Searches	Purchaser
Recording Fees for Deed	Purchaser
Recording Fees to release any mortgages/liens encumbering the Property	Seller
Mortgage taxes	Purchaser
Transfer or Conveyance Taxes	Seller
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Purchaser ½ Seller ½
Real Estate Sales Commission to Broker	Not applicable
All other closing costs, expenses, charges and fees	Purchaser or Seller, as is customary in the locality in which the Real Property is located

1.3 Notice Addresses:

Purchaser: Hyperion Group, LLC
9 West 57th Street, 46th Floor
New York, New York 10019
Attention: Robert Vecsler
Telephone: (917) 880-5100
E-mail: rvecsler@hypdev.com

Copy to: Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attention: Michael L. Katz, Esq.
Telephone: (914) 761-1300
E-Mail: mkatz@cuddyfeder.com

Seller: Kevin L. Pellon and Cristina Corfu
15 East Broadway
Port Chester, New York 10573
Telephone: [_____]
E-mail: [_____]

Copy to: [_____]
[_____]
[_____]
Attention: [_____]
Telephone: [_____]
E-mail: [_____]

ARTICLE 2 - Property

2.1 Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (collectively, the “Property”):

2.1.1 Real Property. All of Seller’s right, title and interest in and to the following: (i) the land described in Exhibit A annexed hereto and made a part hereof (the “Land”), together with (ii) all improvements thereon (“Improvements”), (iii) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, including, but not limited to, all mineral rights, development rights, air rights and water rights and any and all rights of ingress and egress, and (iv) any and all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such Land (collectively, the “Real Property”). The Real Property is commonly known as and located at 15 East Broadway, Port Chester, New York (Section 142.30, Block 2, Lot 58).

2.1.2 Leases. All of Seller’s right, title and interest in and to all leases of the Real Property (the “Leases”).

2.1.3 Tangible Personal Property. All of Seller’s right, title and interest, in the equipment, machinery, furniture, furnishings, supplies and other tangible personal property, if any, owned by Seller and now or hereafter located in and used exclusively in connection with the operation, ownership or management of the Property, but specifically excluding any items of personal property owned by third parties and leased to Seller which are identified in writing by Seller to Purchaser (collectively, the “Tangible Personal Property”).

2.1.4 Intangible Personal Property. All of Seller’s right, title and interest, if any, in all: intangible personal property related to the Real Property; the plans and specifications and other architectural and engineering drawings for the Real Property, if any; contract rights related to the maintenance and operation of the Real Property, including maintenance, service, construction, cable, wireless, supply and equipment rental contracts, if any, but not including Leases and not including any property management and/or leasing agreement(s) (collectively, the “Service Contracts”) (but only to the extent such Service Contracts are identified on Exhibit G annexed hereto and made a part hereof);

warranties; and governmental permits, certificates of occupancy, approvals and licenses, if any; tradenames, phone numbers and internet addresses or websites (all of the items described in this Subsection 2.1.4 collectively referred to as the “Intangible Personal Property”).

ARTICLE 3 - Earnest Money

3.1 Deposit and Investment of Earnest Money. Within ten (10) business days after the Effective Date, Purchaser shall deposit the Initial Earnest Money with Escrow Agent. Within ten (10) business days after the satisfaction or written waiver of Purchaser’s Approvals Contingency, Purchaser shall deposit the Additional Earnest Money with Escrow Agent. At Purchaser’s option, Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Seller and Purchaser, shall not commingle the Earnest Money with any funds of Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. Such account shall have no penalty for early withdrawal. Each of Seller and Purchaser agrees to share equally the fees of Escrow Agent for acting as Escrow Agent under this Agreement.

3.2 Form; Failure to Deposit. The Earnest Money shall be in the form of a wire transfer of immediately available U.S. federal funds. If Purchaser fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Purchaser, in which event any Earnest Money that has previously been deposited by Purchaser with Escrow Agent shall be delivered to Purchaser and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

3.3 Disposition of Earnest Money. The Earnest Money (which shall include all accrued interest, if any) shall be applied as a credit to the Purchase Price at Closing. However, if Purchaser elects to terminate this Agreement prior to the expiration of the Inspection Period, Escrow Agent shall pay the entire Earnest Money to Purchaser within two (2) business days following receipt of the Due Diligence Termination Notice from Purchaser. In the event of a termination of this Agreement by either Seller or Purchaser for any reason other than pursuant to Section 4.3, Escrow Agent is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or after the tenth (10th) business day following receipt by Escrow Agent and the non-terminating party of written notice of such termination from the terminating party, unless the other party hereto notifies Escrow Agent within such 10-day period that it disputes the right of the other party to receive the Earnest Money. In such event, Escrow Agent shall hold the Earnest Money until authorized by both parties or court order to disburse the same or interplead the Earnest Money into a court of competent jurisdiction in the county in which the Real Property is located. All attorneys’ fees and costs and Escrow Agent’s costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution. Escrow Agent shall promptly provide written notice to the non-requesting party of any request or demand for the Earnest Money by either party.

3.3.1 By executing the joinder annexed to this Agreement, Escrow Agent accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein.

3.3.2 Upon delivery of the Earnest Money to either Seller, Purchaser or a court of competent jurisdiction in accordance with this Agreement, Escrow Agent shall be relieved of all liability

hereunder. Escrow Agent shall deliver the Earnest Money at the election of the party entitled to receive the same by a bank wire transfer to an account designated by such party.

3.3.3 Seller and Purchaser acknowledge that Escrow Agent is serving solely as an accommodation to the parties hereto, and except for the gross negligence or willful misconduct of Escrow Agent, Escrow Agent shall have no liability of any kind whatsoever arising out of or in connection with its activity as Escrow Agent. Seller and Purchaser jointly and severally agree to and do hereby indemnify and hold harmless Escrow Agent from all suits, actions, loss, costs, claims, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which may be incurred by reason of its acting as Escrow Agent, in each case, except in the case of Escrow Agent's gross negligence or willful misconduct, and such indemnity shall survive the termination of this Agreement.

3.3.4 In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained herein. The parties hereto agree that Escrow Agent is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent shall have no obligation to review or confirm that actions taken pursuant to such notice in accordance with this Agreement comply with any other agreement or document. Escrow Agent shall have no duties or responsibilities except those set forth herein. Escrow Agent shall not be bound by any modification of this Agreement unless the same is in writing and signed by Purchaser and Seller, and, if Escrow Agent's duties hereunder are affected, Escrow Agent.

3.3.5 Escrow Agent hereunder may resign at any time on giving five (5) business days prior notice to that effect to each of Seller and Purchaser. In such event, a successor Escrow Agent shall be selected by Seller and Purchaser. Escrow Agent shall then deliver to the successor Escrow Agent the Earnest Money to be held by the successor Escrow Agent pursuant to the terms of this Agreement. If no successor Escrow Agent is designated and qualified within five (5) business days after Escrow Agent's resignation is effective, Escrow Agent may apply to a qualified court for the appointment of a successor Escrow Agent. The expenses thereof shall be equally borne by Seller and Purchaser.

3.3.6 Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall have no liability to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under such document.

3.3.7 Escrow Agent shall have fulfilled its duties with regard to safeguarding of the Earnest Money upon depositing the funds into an FDIC-insured (to the maximum extent available) interest-bearing escrow account of Escrow Agent at a bank approved by the parties hereto (the "Bank"). In no event shall Escrow Agent be responsible for the failure of the banking institution or the failure of the insurance, including, but not limited to, the failure of the FDIC protecting the Earnest Money. The parties further acknowledge that should a party have an account with the Bank, it may impact the FDIC coverage protecting the Earnest Money.

3.4 Independent Consideration. Simultaneously with the delivery of the Earnest Money to Escrow Agent by Purchaser, Purchaser shall pay to Seller One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement, which shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

ARTICLE 4 - Due Diligence

4.1 Due Diligence Materials To Be Delivered. To the extent such items presently exist and are in Seller's possession or reasonable control, Seller shall deliver (or make available through an electronic/virtual data room) to Purchaser the following (the "Property Documents") on or before the Property Information Delivery Date:

4.1.1 Financial Information. Trailing monthly operating statements for the Property for the prior three (3) years including monthly rent roll, detail income statement and tenant delinquency report to be updated monthly through month of close plus twelve months of turnover and lease concession matrix;

4.1.2 Environmental Reports. All environmental reports and related files regarding the Property;

4.1.3 Tax Statements. Copies of ad valorem tax statements relating to the Property for the current tax period;

4.1.4 Title and Survey. A copy of Seller's most current title insurance information and survey of the Property, as well as any zoning reports, zoning opinions and documents and pleadings relating to all litigation relating to the Real Property;

4.1.5 Warranties. Copies of any warranties for equipment and for the roof;

4.1.6 Insurance. Copies of all of Seller's insurance policies in effect with respect to the Property.

4.1.7 Plans and Specifications. Any plans and specifications or other drawings with respect to the improvements located on the Land;

4.1.8 Personal Property. A list of all personal property of Seller located at the Property that will be transferred at Closing to Purchaser;

4.1.9 Lease Files. The lease files for all tenants, including the Leases, amendments, guaranties, any letter agreements and assignments, which are then in effect, together with any correspondence in the form of a letter from or to a tenant ("Lease Files"); and

4.1.10 Utility Bills. Copies of utility bills for the past twelve (12) calendar months.

4.2 Due Diligence. Commencing on the Effective Date and continuing until the Closing, Purchaser and its authorized representatives or agents shall have reasonable access to the Property, the Land and the Improvements at all reasonable times during normal business hours, to inspect the Property, the Land and the Improvements, to perform due diligence and for the purpose of conducting tests, including surveys and architectural, engineering, geotechnical and environmental inspections and tests (Phase I and Phase II). Prior to any access, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place commercial general liability insurance on an "occurrence" basis, covering the activities of Purchaser and its agents, contractors and representatives on or about the Property and the Land, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall name Seller as additional insured thereunder and which shall remain in place until the Closing Date or earlier termination of this Agreement. Seller agrees to cooperate reasonably with Purchaser in connection with Purchaser's due diligence and thereafter in connection with Purchaser's obtainment of

Purchaser's Approvals (defined below) including, without limitation, coordinating and/or participating in community meetings and meetings with neighboring property owners.

4.3 Due Diligence/Termination Right. Purchaser shall have through the last day of the Inspection Period as detailed in Section 1.1.10 during which to examine, inspect, and investigate the Property Documents, the Property, the Land and the Improvements and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser. Notwithstanding anything to the contrary in this Agreement, Purchaser may terminate this Agreement for any reason or no reason by giving written notice of termination to Seller and Escrow Agent (the "Due Diligence Termination Notice") on or before 5:00 p.m. Eastern Time on the last day of the Inspection Period (the "Cut Off Time"); provided, however, if Purchaser fails to deliver a Due Diligence Termination Notice, Purchaser shall be deemed to have elected to terminate this Agreement in accordance with this Section 4.3 as of the last day of the Inspection Period; provided further, however, if Purchaser sends Seller written notice of Purchaser's election to proceed with the transaction prior to the Cut Off Time ("Notice to Proceed"), this Agreement shall not terminate pursuant to this Section 4.3. Upon timely delivery by Purchaser of the Due Diligence Termination Notice (or the deemed termination of this Agreement as aforesaid), this Agreement shall be deemed cancelled and of no further force or effect (except those provisions hereof which are expressly stated to survive termination) and Escrow Agent shall return the Earnest Money to Purchaser forthwith without further instructions from Seller. If Purchaser does not give a Due Diligence Termination Notice and Purchaser gives a Notice to Proceed prior to the Cut Off Time, this Agreement shall continue in full force and effect, and Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.3. In the event Purchaser fails to deliver the Property Documents to Purchaser by the Property Information Date, the Cut Off Time and the Inspection Period shall be extended one day for each day after the Property Information Date that Purchaser fails to deliver the Property Documents to Purchaser until Seller delivers the Property Documents to Purchaser.

4.4 Purchaser's Responsibilities. In conducting any inspections, investigations or tests of the Property, the Land or the Improvements, Purchaser and its agents, contractors and representatives shall: (i) not materially interfere with the operation and maintenance of the Property, the Land or the Improvements; (ii) not damage any part of the Property, the Land or the Improvements; (iii) not injure or otherwise cause bodily harm to Seller, its agents, guests, invitees, contractors and employees; (iv) comply with all applicable Laws (defined below); (v) promptly pay when due the cost of all tests, investigations, and examinations done with regard to the Property, the Land or the Improvements; (vi) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (viii) immediately repair any damage to the Real Property resulting directly or indirectly from any such inspection or tests. The provisions of this Section 4.4 shall survive the termination of this Agreement and shall survive the Closing.

4.5 Purchaser's Agreement to Indemnify. Purchaser indemnifies, agrees to defend and holds Seller harmless from and against any and all losses, obligations, liens, claims, causes of action, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising out of Purchaser's inspections or tests permitted under this Agreement or any violation of the provisions of Sections 4.4 or the action or inaction of Purchaser or its contractors, agents, employees or representatives while on the Property; provided, however, the indemnity shall not extend to protect Seller from (i) the negligence or willful misconduct of Seller, its members, managers, officers, directors, agents, contractors and/or employees; and/or (ii) liability for any pre-existing matters merely discovered by Purchaser (e.g., latent environmental contamination), so long as Purchaser makes reasonable efforts not to aggravate any such pre-existing liability of Seller once discovered by Purchaser. Purchaser's obligations under this Section 4.5 shall survive the termination of this Agreement and shall survive the Closing.

ARTICLE 5 - Title and Survey

5.1 Title Commitment. At Closing, Seller shall convey to Purchaser marketable and insurable fee simple title to the Property, subject only to the Permitted Exceptions (defined below). Seller shall deliver to Purchaser its existing title policy or commitment in accordance with Section 4.1 hereof. Purchaser shall have the right during the Inspection Period to order from the Title Company: (i) a current commitment for title insurance or preliminary title report (the "Title Commitment"), and (ii) copies of all documents of record referred to in the Title Commitment as exceptions to title to the Property, and Purchaser shall deliver or cause the Title Company to deliver such Title Commitment and all updates and revisions thereto to Seller simultaneously with the delivery of such Title Commitment, updates and revisions to Purchaser .

5.2 New or Updated Survey. Seller shall deliver to Purchaser its existing survey in accordance with Section 4.1 hereof (the "Existing Survey"). If Purchaser desires to have the Existing Survey updated or re-certified, Purchaser will coordinate such revisions and/or recertification with the surveyor directly or Purchaser may have a new survey of the Property completed, in any case at Purchaser's sole cost (such revised and/or recertified Existing Survey or new survey, the "Survey").

5.3 Title Review. Purchaser shall have until the last day of the Inspection Period (the "Initial Title Objections Period") to give Seller written notice ("Purchaser's Initial Title Objection Notice") of Purchaser's objection to the condition of title to the Property, as reflected by the Survey and the Title Commitment (each, a "Title Objection" and, collectively, "Title Objections"), excepting, however, matters that are Permitted Exceptions. The failure of Purchaser to provide such Purchaser's Initial Title Objection Notice to Seller prior to the expiration of the Initial Title Objections Period shall constitute a waiver of all of Purchaser's rights under this Section 5.3, except with respect to Subsequent Title Objections (defined below). Within five (5) days after receipt of any updates or revisions to the Title Commitment or Survey, as the case may be, but in no event later than the Closing Date, Purchaser shall furnish to Seller and Seller's counsel, Purchaser's notice ("Purchaser's Subsequent Title Objection Notice"; and, together with Purchaser's Initial Title Objection Notice, a "Title Objection Notice") setting forth any further Title Objections based on the updated Title Commitment or Survey, excepting, however, matters that are Permitted Exceptions ("Subsequent Title Objections"). Seller shall have until the earlier of: (i) ten (10) days following receipt of a Title Objection Notice; and (ii) the Closing Date (the "Seller Response Period"), to advise Purchaser in writing whether or not Seller will remedy any Title Objection set forth in a Title Objection Notice. Notwithstanding anything to the contrary contained herein, Seller shall be required to remove all Mandatory Cure Items (defined below) at or prior to Closing, at Seller's sole cost and expense. If Seller fails to respond within the Seller Response Period, Seller shall be deemed to have timely notified Purchaser as of the last day of the Seller Response Period that Seller will not remedy the Title Objection at issue. In the event Seller notifies (or is deemed to have notified) Purchaser it does not intend to remedy any Title Objection (other than any Mandatory Cure Item, which Seller is obligated to remedy), Purchaser shall have the right to terminate this Agreement by giving written notice of Purchaser's election to so terminate (in which case the Earnest Money shall be returned to Purchaser, and Seller and Purchaser shall have no further obligations under this Agreement except for obligations that expressly survive such termination) not later than the earlier of: (x) five (5) business days following Seller's notice (or deemed notice) that it will not remedy the Title Objection at issue; and (y) the Closing Date, failing which the Title Objection at issue shall be and be deemed to be a Permitted Exception. The term "Permitted Exceptions" shall mean: (i) all matters set forth in the Title Commitment as of the initial effective date of the Title Commitment and which are not raised as Title Objections in a Title Objection Notice; (ii) matters created by, through or under Purchaser; and (iii) real estate taxes not yet due and payable (or for which Purchaser is otherwise responsible in accordance with Section 8.1). For avoidance of doubt, it is acknowledged and agreed that nothing in this Section 5.3 shall affect Purchaser's rights under Section 4.3.

5.4 Mandatory Cure Items. Notwithstanding anything contained in this Agreement to the contrary, Seller shall take, without notice by Purchaser to Seller objecting to the same, such actions as may

be reasonably required by the Title Company and reasonably acceptable to Purchaser so that the Title Company is willing to issue a standard form title policy to Purchaser without exception for (collectively, “Mandatory Cure Items”): (i) exceptions relating to Seller’s authority to enter into and consummate the transaction including any exception related to any estate which may constitute Seller or any constituent owner or beneficiary of Seller or any party from which Seller acquired all or any portion of the Property; (ii) standard printed exceptions relating to parties in possession (other than parties in possession pursuant to the Leases, as tenants only); (iii) any unpaid real estate taxes and assessments for any fiscal year or period prior to the fiscal year or period in which occurs the Closing; (iv) any exception related to any mortgage encumbering the Property including related financing instruments; (v) any exception relating to any mechanic’s and materialmen’s liens, tax liens and/or judgements; (vi) any encumbrances created, consented to or affirmatively permitted by Seller after the Effective Date; and (vii) any other monetary lien or encumbrance that can be discharged of record by the payment of a liquidated sum of money only. In the event Seller fails to cure, remedy, discharge and/or remove of record any Mandatory Cure Item by Closing, Purchaser, at its election, shall have the right to use the Purchase Price to cause any such Mandatory Cure Item to be cured, remedied and/or discharged of record.

ARTICLE 6 - Operations and Risk of Loss

6.1 Ongoing Operations. From the Effective Date through Closing:

6.1.1 Existing Service Contracts and Leases. Seller will perform all of its material obligations under the Service Contracts and Leases.

6.1.2 New Service Contracts and Leases. Seller will not enter into any Service Contract with respect to the Property nor any lease for all or any portion of the Property.

6.1.3 Maintenance of Property. Seller shall maintain all Improvements substantially in their present condition (ordinary wear and tear and casualty excepted) and in a manner consistent with Seller’s maintenance of the Improvements during Seller’s (or its immediate predecessor’s) period of ownership. Without Purchaser’s prior written consent, which consent may be withheld in Purchaser’s sole discretion, Seller shall not permit any alteration, structural modification or addition to the Property, except in the nature of ordinary maintenance or as required by emergency circumstances or applicable laws. Seller will not remove any Tangible Personal Property except as may be required for necessary repair or replacement, and replacement shall be of approximately equal quality and quantity as the removed item of Tangible Personal Property.

6.1.4 Insurance. Seller agrees to keep in place until the Closing its existing policies of insurance with respect to the Property.

6.1.5 Violations/Open Permits. Seller agrees on or prior to the Closing, at Seller’s sole cost and expense, to cure, remedy and/or remove any violations in respect of the Property and to close all open permits that may exist in respect of the Property (“Seller’s Cure Obligation”). If, by Closing, Seller has failed to comply with Seller’s Cure Obligation, Purchaser shall receive, as a credit against the balance of the Purchase Price due at Closing, an amount equal to the reasonably estimated cost for Purchaser, following the Closing, to cause compliance with Seller’s Cure Obligation.

6.1.6 Notices. Seller shall promptly furnish to Purchaser copies of any material notices that it receives from any governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality having jurisdiction with respect to the Property (each, a “Governmental Authority” and, collectively, “Governmental Authorities”).

6.1.7 Zoning. Seller shall not consent to any zoning change, variance, subdivision, lot line adjustment or similar change with respect to the Property.

6.1.8 Exclusivity. From the date of this Agreement until the Closing, Seller shall not continue to market the Property, engage in negotiations to sell the Property, solicit any parties to bid on the Property or enter into any other contract to sell the Property.

6.1.9 Compliance with Laws. Seller shall, at Seller's sole cost and expense, duly comply in all material respects with all fire, health, safety, building, zoning, traffic, or sanitation laws, codes or regulations, and all other laws, codes, rules or regulations applicable to the use and operation of the Property including, without limitation, Environmental Laws (defined below) (each, individually, a "Law" and all, collectively, "Laws").

6.1.10 Encumbrances. Seller shall not place (or permit to be placed) any encumbrance or lien on the Property.

6.2 Damage. The provisions of the Uniform Vendor and Purchaser Risk Act (§5-1311 of the General Obligations Law) shall not apply to this Agreement. If, prior to the Closing, the Property, or any part thereof (other than an immaterial portion of the Property determined as hereinafter provided), is damaged as the result of fire or other casualty, including, but not limited to, an environmental casualty such as a fuel truck spill (each, a "Casualty"), then Seller shall promptly notify Purchaser thereof, and Purchaser shall have the right, in Purchaser's sole discretion, to terminate this Agreement by written notice to Seller not later than thirty (30) days after the date Seller notifies Purchaser of the Casualty (and if necessary the Closing Date shall be automatically extended to give Purchaser the full thirty (30)-day period to make such election). In the event Purchaser fails to duly exercise its termination right as herein provided, or in the event a Casualty occurs in respect of an immaterial portion of the Property, then, provided that Seller has met its obligation to maintain its insurance as provided in Section 6.1.3, Purchaser shall purchase the Property in its "as is" condition and close the transaction as provided herein without any deduction from the Purchase Price, and Seller shall assign to Purchaser at Closing Seller's interest, if any, in any insurance proceeds in respect of such Casualty, and, at the Closing, Seller shall assign and turn over, and Purchaser shall be entitled to receive and keep, any insurance proceeds theretofore received by Seller. In such case, Seller shall also deliver to Purchaser, at Closing, an amount equal to any unpaid deductibles relating to such Casualty. For purposes of this Section 6.2, "material" shall mean damage or destruction, the estimated cost to repair or restore of which exceeds \$200,000.00 in the aggregate. In the event Purchaser gives Seller a termination notice as aforesaid, the Earnest Money shall be returned to Purchaser and, thereafter, this Agreement shall terminate and be of no further force and effect and neither party shall have any further obligation hereunder to the other, except as expressly set forth herein to the contrary.

6.3 Condemnation. The provisions of the Uniform Vendor and Purchaser Risk Act (§5-1311 of the General Obligations Law) shall not apply to this Agreement. If, prior to the Closing, the Property, or any part thereof (other than an immaterial portion of the Property determined as hereinafter provided), is taken by condemnation or similar proceeding or action (or is the subject of a pending or contemplated condemnation or similar proceeding or action which has not been consummated) (a "Taking"), then Seller shall promptly notify Purchaser thereof, and Purchaser shall have the right, in its sole determination, to terminate this Agreement by written notice to Seller given not later than thirty (30) days after the date Seller notifies Purchaser of the Taking. If, prior to the Closing Date, a Taking occurs in respect of an immaterial portion of the Property or, if a Taking occurs in respect of a material portion of the Property but Purchaser does not exercise Purchaser's right to cancel as aforesaid, then, in either case, Purchaser shall purchase the Property in its "as is" condition and close the transaction as provided herein without any deduction from the Purchase Price, and Seller shall assign to Purchaser at Closing Seller's interest, if any, in any condemnation award in respect of such Taking and, at the Closing, Seller shall assign and turn over, and

Purchaser shall be entitled to receive and keep, any condemnation award in respect of such Taking theretofore received by Seller. Seller shall not settle or compromise any claim for such award without the prior written consent of Purchaser, such consent not to be unreasonably withheld, conditioned or delayed. Purchaser shall have the right to participate in any condemnation proceeding. For purposes of this Section 6.3 an “immaterial” portion of the Property shall mean any portion of the Property the taking of which, in Purchaser’s reasonable judgment, does not materially and adversely affect Purchaser’s ability to develop the Property for Purchaser’s Proposed Project (defined below). In the event Purchaser shall elect to terminate this Agreement as provided in this Section 6.3, the Earnest Money shall be returned to Purchaser, and, thereafter, this Agreement shall terminate, and neither party shall have any further obligations to the other hereunder except any obligations expressly provided in this Agreement to survive termination. For purposes of this Agreement, “Purchaser’s Proposed Project” shall mean the development, construction, management, use and operation on the Property and other property in the Village of Port Chester of a multi-family residential rental project with retail.

ARTICLE 7 - Closing

7.1 Closing. The consummation of the transaction contemplated herein (“Closing”) shall occur on the Closing Date through an escrow established with Escrow Agent. Funds shall be deposited into and held by Escrow Agent in a closing escrow account with a bank satisfactory to Purchaser and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser. The date on which the Closing actually occurs is referred to herein as the “Closing Date”. Notwithstanding anything to the contrary set forth in this Agreement, in the event any condition for the benefit of Purchaser set forth in Section 7.2 is not satisfied as of the Closing Date, Purchaser, at its sole election, shall have the right to extend the Closing Date for up to ninety (90) days to allow Seller to satisfy any such condition not theretofore satisfied.

7.2 Conditions to Parties’ Obligation to Close. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated hereunder are conditioned upon the following:

7.2.1 Representations and Warranties. The other party’s representations and warranties contained herein shall be true and correct in all material respects as required by this Agreement;

7.2.2 Deliveries. As of the Closing Date, the other party shall have tendered all deliveries to be made at Closing and shall have performed all other material obligations to be performed by such party at or prior to Closing;

7.2.3 Actions, Suits, etc. The other party shall not be a party to or the subject of any pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, that would materially and adversely affect the other party’s ability to perform its obligations under this Agreement;

7.2.4 Title Obligations. Seller shall have complied with its obligations set forth in Article 5;

7.2.5 Change in Condition. There shall have been no material changes in the environmental condition of the Property from the condition existing as of the Effective Date;

7.2.6 Purchaser's Approvals Contingency. Purchaser's Approvals Contingency shall have been satisfied or waived in writing;

7.2.7 Estoppel Certificates. Prior to the Closing, Seller shall deliver to Purchaser (such delivery, the "Estoppel Condition") an estoppel certificate from each Tenant (defined below) of the Property identified on the Rent Roll in the form annexed hereto as Exhibit B (each, an "Estoppel Certificate" and, collectively, the "Estoppel Certificate"), in each instance without any Disqualifying Statement (defined below). As used in this Section 7.2.7, "Disqualifying Statement" shall mean that an Estoppel Certificate contains a statement or certification that discloses (1) any material, adverse (to the landlord) economic terms of the Lease or, if no Lease, the Tenant's occupancy, and which are not expressly contained in the applicable Lease or otherwise disclosed in this Agreement; (2) that the term of the Lease or, if no Lease, the Tenant's occupancy, is other than month to month; (3) any amendment or modification to the Tenant's Lease, if any, not identified in the Rent Roll; (4) any claim, credit or offset asserted by the Tenant against Seller, as landlord; or (5) the existence of one or more material uncured defaults of either Seller or the Tenant under the Tenant's Lease, if any, or the Tenant's occupancy if no Lease, excluding, however, any Tenant arrears. The addition of reasonable knowledge qualifications to an Estoppel Certificate will not render such Estoppel Certificate unacceptable for purposes of this Section 7.2.7. In the event Seller fails to satisfy the Estoppel Condition, Seller will not be deemed in default under this Agreement, and Purchaser's sole remedy will be to proceed in accordance with the last grammatical paragraph of this Section 7.2;

7.2.8 Vacant Possession. Seller shall deliver the Property to Purchaser at Closing vacant and free of all leases, tenancies, occupancies and/or other possessions, with the exception of the Leases and/or the month-to-month tenancies identified in the Rent Roll.

For avoidance of doubt, the conditions set forth in Sections 7.2.4 7.2.5, 7.2.6, 7.2.7 and 7.2.8 are for Purchaser's benefit and the conditions set forth in Sections 7.2.1, 7.2.2 and 7.2.3 are for each of the parties' respective benefit.

So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date (or such earlier date as is provided herein), such party may, in its sole discretion and as its sole and exclusive remedy if the provisions of Article 10 do not apply, terminate this Agreement by delivering written notice to the other party on or before the Closing Date (or such earlier date as is provided herein), or elect to close (or to permit any such earlier termination deadline to pass) notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition. In the event any of the conditions set forth in this Section 7.2 are neither waived nor satisfied on the Closing Date and the provisions of Article 10 do not apply, Seller or Purchaser (as applicable) may elect to terminate this Agreement and, except as otherwise set forth in this Agreement to the contrary, the Earnest Money shall be returned to Purchaser, and thereafter, neither party shall have any further rights or obligations hereunder except for obligations which expressly survive termination of this Agreement.

7.3 Seller's Deliveries in Escrow. As of or prior to the Closing Date, Seller shall deliver in escrow to Escrow Agent the following:

7.3.1 Deed. A bargain and sale with covenant deed in the form of Exhibit F annexed hereto and made a part hereof and otherwise acceptable for recordation under the law of the state where the Property is located, executed and acknowledged by Seller, conveying to Purchaser Seller's interest in the Real Property (the "Deed");

7.3.2 Bill of Sale, Assignment and Assumption. A Bill of Sale, Assignment and Assumption of Leases, Tangible Property, Intangible Property and Service Contracts in the form of

Exhibit C attached hereto (the “Assignment”), executed and acknowledged by Seller, vesting in Purchaser, Seller’s right, title and interest in and to the property described therein;

7.3.3 Conveyancing or Transfer Tax Forms or Returns. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property (i.e., forms RP-5217 and TP-584);

7.3.4 FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller;

7.3.5 Authority. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company;

7.3.6 Title Affidavit. A title affidavit in the form customarily required by the Title Company and such other affidavits and/or indemnities as the Title Company shall reasonably require to (including, without limitation, as relates to the impact of COVID-19 on recordings) omit from its title insurance policy all exceptions that are not Permitted Exceptions;

7.3.7 Rent Roll. A current Rent Roll for the Property, certified to Purchaser as being true, correct and complete in all material respects, and reflecting the status of the Leases as of the date that is two (2) business days prior to the Closing Date;

7.3.8 Certificate of Representations and Warranties. A certificate of Seller stating that all of its representations and warranties set forth in Section 9.1 are true and correct in all material respects as of the Closing Date;

7.3.9 Form 1099s. Form 1099s executed by Seller and provided to Purchaser and the Title Company; and

7.3.10 Additional Documents. Any additional documents that Purchaser, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7.4 Purchaser’s Deliveries in Escrow. As of or prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

7.4.1 Bill of Sale, Assignment and Assumption. The Assignment, executed and acknowledged by Purchaser;

7.4.2 Authority. Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to Seller;

7.4.3 Conveyancing or Transfer Tax Forms or Returns. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of Real Property (i.e., forms RP-5217 and TP-584);

7.4.4 Certificate of Representations and Warranties. A certificate of Purchaser stating that all of its representations and warranties set forth in Section 9.2 are true and correct in all material respects as of the Closing Date; and

7.4.5 Additional Documents. Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7.5 Closing Statement. As of or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent executed (by each of Seller and Purchaser) counterparts of a closing statement consistent with this Agreement in the form required by Escrow Agent and prepared by Escrow Agent.

7.6 Purchase Price. At or before 2:00 p.m. local time on the Closing Date, Purchaser shall deliver to Escrow Agent the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, all in immediate, same-day U.S. federal funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date (and, if requested by Seller, by wire transfer).

7.7 Possession. Seller shall deliver exclusive possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions, Leases and month-to-month tenancies reflected in the Rent Roll and Service Contracts, if any.

7.8 Delivery of Books and Records. After the Closing, Seller or Seller's property manager, to the extent not previously delivered to Purchaser, shall make available to Purchaser at the office of Seller's Property Manager to the extent in Seller's or its property manager's possession or reasonable control: (i) the Lease Files; (ii) the Service Contracts assumed by Purchaser; (iii) maintenance records and warranties; (iv) plans and specifications; and (v) keys and other access control devices.

7.9 Purchaser's Termination Right. Anything herein contained to the contrary notwithstanding, Purchaser shall have the on-going right, at any time, for any or no reason, to terminate this Agreement upon written notice to Seller; provided, however, in the event Purchaser exercises Purchaser's Termination right as set forth in this Section 7.9 after Purchaser has delivered the Additional Earnest Money to Escrow Agent, the Earnest Money, upon termination as aforesaid, shall not be returned to Purchaser, but instead, shall be delivered to Seller, and thereafter this Agreement shall terminate and be of no further force or effect, except for such obligations as are herein expressly stated to survive termination. Anything herein contained to the contrary notwithstanding, in the event Purchaser terminates this Agreement after Purchaser has delivered the Additional Earnest Money to Escrow Agent pursuant to Sections 5, 6.2, 6.3, 7.2 and 10.2, the Earnest Money shall be returned to Purchaser.

7.10 Notice to Tenants. Seller and Purchaser shall each execute, and Purchaser shall deliver to each Tenant immediately after the Closing, a notice regarding the sale in substantially the form of Exhibit D attached hereto, or such other form as may be required by applicable state law.

ARTICLE 8 - Prorations, Deposits, Commissions

8.1 Prorations. At Closing, the following items shall be prorated as of 11:59 p.m. on the date immediately preceding the date of Closing with all items of income and expense for the Property being borne by Purchaser from and after (but including) the date of Closing: real estate taxes and assessments and water and sewer charges (each, a "Tax" and, collectively, "Taxes") for the then-current fiscal period in which the Closing occurs, Tenant Receivables (defined below) and utilities, if any. Specifically, the following shall apply to such prorations:

8.1.1 Taxes. Taxes shall be apportioned on the basis of the fiscal period for which assessed. If Closing shall occur before a new tax rate is fixed, the apportionment of Taxes shall be upon

the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation. If, on the Closing Date, the Property or any part thereof shall be or shall have been affected by assessments which are or which may become payable in annual installments of which the first installment is then a charge or lien or has been paid, then, for the purposes of this Agreement, all of the unpaid installments (except the installment, if any, that covers the period during which the closing occurs which shall be apportioned between Seller and Purchaser as of the Closing Date based on the number of days in said period) of any such assessments, including those which are to become due and payable after the Closing Date, shall be deemed Permitted Exceptions and shall be paid and discharged by Purchaser after the Closing Date.

8.1.2 Utilities. Seller shall take all steps necessary to effectuate the transfer of all utilities to Purchaser's name as of the Closing Date. Seller shall ensure that all utility meters are read not later than one (1) day prior to the Closing Date. Seller shall pay all utility charges owing through and including 11:59 p.m. on the date immediately preceding the date of Closing (and unfixed charges, if any, shall be apportioned on the basis of the last reading), such obligation to survive the Closing. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date. Notwithstanding anything herein to the contrary, it is the intention of the parties that Seller terminate all contracts and accounts it has with the applicable utility providers as of the Closing Date and that Purchaser will establish its own contracts and accounts with such providers and that adjustments for utilities shall only be made where the Seller's account or contract with a utility provider cannot be terminated as of the Closing Date.

8.1.3 Tenant Receivables. With respect to rents and other charges due from Tenants under Leases (collectively, "Tenant Receivables"), the following shall apply:

(a) Tenant Receivables for the month in which Closing occurs that have been collected by Seller as of the Closing Date shall be apportioned between Seller and Purchaser based on the actual number of days in said month, and Seller shall pay or credit to Purchaser at Closing Purchaser's share of all such Tenant Receivables;

(b) Tenant Receivables received from Tenants after Closing shall be applied in the following order of priority: (i) first, to payment of the current Tenant Receivables then due for the month in which the Closing Date occurs, which amount shall be apportioned between Purchaser and Seller as of the Closing Date as set forth in Section 8.1 hereof (with Seller's portion thereof to be delivered to Seller); (ii) second, to Tenant Receivables first coming due for any period after the month in which the Closing occurs, which amount shall be retained by Purchaser; and (iii) thereafter, to delinquent Tenant Receivables which were due and payable for months prior to the month in which the Closing occurred but not collected by Seller as of Closing (collectively, "Uncollected Delinquent Tenant Receivables"), which amount shall be delivered to Seller. Notwithstanding the foregoing, Seller shall have the right for the three (3) month period following the Closing to pursue the collection of Uncollected Delinquent Tenant Receivables after Closing for any Tenants without prejudice to Seller's rights or Purchaser's obligations hereunder, provided, however, Seller shall have no right to cause any such Tenant to be evicted or to exercise any other "landlord" remedy (as set forth in such Tenant's Lease or otherwise) against such Tenant other than to sue for collection. Any sums received by Purchaser to which Seller is entitled shall be remitted to Seller, within ten (10) business days after receipt thereof, less reasonable, actual costs and expenses of collection, including reasonable attorneys' fees, court costs and disbursements, if any. Seller expressly agrees that if Seller receives any amounts after the Closing Date which are attributable, in whole or in part, to any period after the Closing Date, Seller shall remit to Purchaser that portion of the monies so received by Seller to which Purchaser is entitled within ten (10) business days after receipt thereof. The provisions of this Subsection 8.1.3(b) shall survive the Closing.

(c) If the final reconciliation or determination of operating expenses and/or taxes due under the Leases shows that a net amount is owed by Seller to Purchaser, said amount shall be paid by Seller to Purchaser within ten (10) business days of such final determination under the Leases. If the final determination of operating expenses and/or taxes due under the Leases shows that a net amount is owed by Purchaser to Seller, Purchaser shall, within ten (10) business days of such final determination, remit said amount to Seller. The provisions of this Subsection 8.1.3(c) shall survive the Closing for a period of one hundred eighty (180) days.

8.2 Closing Costs. Closing costs shall be allocated between Seller and Purchaser in accordance with Section 1.2.

8.3 Final Adjustment After Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 8.1, then Purchaser and Seller agree to allocate such items on a fair and equitable basis. As soon as such bills are available, final adjustment to be made as soon as reasonably possible after the Closing, but in any event not more than one hundred eighty (180) days after Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice. All such rights and obligations shall survive the Closing for a period of one hundred eighty (180) days. The parties also agree to readjust post-Closing for any errors in apportionments, such obligation to survive the Closing for a period of one hundred eighty (180) days.

8.4 Tenant Deposits. All Tenant security deposits collected and not applied by Seller (and interest earned thereon to the benefit of any Tenant if required by law or contract) shall be transferred or credited to Purchaser at Closing.

ARTICLE 9 - Representations and Warranties

9.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

9.1.1 Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

9.1.2 Conflicts and Pending Actions. There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or which involves any security deposit paid by a Tenant in respect of the Leases or any month-to-month tenancy identified in the Rent Roll.

9.1.3 Tenant/Leases. The rent roll ("Rent Roll") annexed hereto and made a part hereof as Exhibit E lists all tenants (each, a "Tenant" and, collectively, the "Tenants") of the Property, together with the amount of each Tenant's security held by Seller in respect of such Tenant's Lease or occupancy and is true and complete in all material respects. With respect to the Leases and the Tenants, to Seller's knowledge: (a) true and complete copies of all Leases and all amendments relating thereto have been delivered to Purchaser or made available for Purchaser's review; (b) no party has any rights of possession or occupancy to the Property except pursuant to the Leases and the month-to-month Tenants without Leases referred to in the Rent Roll; (c) Seller, whether as the landlord under the Leases or otherwise, has not sent

to any of the Tenants, a written notice of default under such Lease or in respect of any Tenant's occupancy which remains uncured (except as disclosed on the Rent Roll or otherwise in writing to Purchaser); (d) except as set forth in the Rent Roll, as of the Effective Date, the rents are actually being paid by Tenants on a current basis, there are no arrearages in excess of one month; (e) Seller has not received written notice of any insolvency or bankruptcy proceeding involving any Tenant; and (f) Seller has not received written notice from any Tenant that Seller is in default of any Lease or otherwise or has otherwise not performed any of its obligations under any Lease or otherwise that are required to be performed by Seller and Seller has not received written notice from any Tenant alleging a claim against Seller for offsets or abatements against rent or any other monetary amount due to Landlord's failure to comply with the Tenant's Lease or otherwise. Seller shall promptly provide Purchaser with a copy of any written notice received from any Tenant between the Effective Date and the Closing Date. All Leases and/or occupancies (where no Lease is indicated) identified in the Rent Roll are month to month. There are no leasing commissions that are or would be owed to any person in connection with the Leases and no allowance, improvement work or other concession is owed to any Tenant. No Tenant has any right or option to acquire all or any portion of the Property. For avoidance of doubt, it is agreed that in no event shall Purchaser be liable to Seller in any respect should Seller determine to terminate any tenancy or remove any occupant from the Property prior to Closing whether or not Closing occurs. At the Closing, there shall be no leases, licenses or occupancy agreements in effect with respect to the Property, except as may be set forth on the Rent Roll.

9.1.4 Service Contracts. To Seller's knowledge, the list of Service Contracts set forth in Exhibit G is true and complete. Seller has heretofore delivered to Purchaser true and complete copies of all Service Contracts. To Seller's knowledge, except for the Service Contracts, Leases and this Agreement: (i) Seller has not entered into any agreement to provide services, labor, materials or supplies to the Property; (ii) there are no agreements that would be binding on Purchaser or the Property following the Closing; and (iii) there is no uncured default by any vendor under any Service Contract. To Seller's knowledge, Seller has not received written notice that Seller is in default under any of the Service Contracts or any other contractual obligation.

9.1.5 Notices from Governmental Authorities. Seller has not received from any Governmental Authority written notice of any violation of any laws applicable (or alleged to be applicable) to the Real Property, or any part thereof, that has not been corrected.

9.1.6 FIRPTA. Seller is not a "foreign person" as such term is defined under Section 1445(f)(3) of the Internal Revenue Code, as amended (the "Code"), relating to the transfer of U.S. real property interests by foreign persons.

9.1.7 Certain Notices. Seller has received no written notice of: (i) any condemnation proceeding or any litigation pending or threatened against the Property; (ii) any proceeding pending or threatened to change the zoning of the Property; or (iii) any pending or threatened assessment for a municipal betterment against the Property.

9.1.8 Environmental. To Seller's knowledge, Seller has received no written notice that the Property is the subject of any existing, pending or threatened investigation, action, litigation or inquiry by any Governmental Authority. The Property is not the subject of any remedial obligations arising under any applicable federal, state or local laws, regulations, ordinances or orders pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act of 1976, the Oil Pollution Act of 1990, and the laws of the State of New York, including any amendments or revisions to such laws ("Environmental Laws"). To Seller's knowledge, there exist no Hazardous Materials (defined below) in, on, or under the Property or other conditions at the Property that require response as that term is used in CERCLA§101, or other remedial actions by any past or present owner or operator of the Property, or that require reporting to any Governmental Authority under

Environmental Laws. To Seller's knowledge, Seller has delivered or made available to Purchaser all material environmental reports or assessments with respect to the Property in Seller's possession or reasonable control. For purposes hereof, "Hazardous Materials" means "hazardous waste," "Hazardous Substance," and "Pollutant or Contaminant," as those terms are defined or used in Section 101 of CERCLA, and "oil" or "petroleum" as those terms are used in the Oil Pollution Act of 1990, and any other substance regulated because of their effect or potential effect on public health and the environment, including, without limitation, polychlorinated biphenyls ("PCBs"), lead paint, asbestos, radioactive materials, putrescible materials, and infectious materials. Seller is not aware of any presently existing or previously existing above or below ground storage tanks at the Property.

9.1.9 Brokers. Seller has executed no exclusive brokerage agencies relating to the leasing of the Property that will survive Closing. Seller has not dealt with any real estate broker or finder in connection with the sale of the Property by Seller or this Agreement.

9.1.10. Bankruptcy. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, buyer, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets, or (c) made an assignment for the benefit of creditors.

9.1.11 Property Management Agreement. Seller has not entered into any property management agreement for the management of the Property that will not be terminated as of Closing without any liability to Purchaser. Seller acknowledges that Purchaser shall not be obligated to take an assignment of, or assumed any obligations under, any property management agreement for the management of the Property.

9.1.12 Taxes, Assessments and Appeals. To Seller's knowledge, no special taxes or assessments have been levied, assessed or imposed on or against the Property or any part thereof that have not been fully and finally paid or funds escrowed therefor, and neither Seller, nor to Seller's knowledge, any of its agents or employees have received any written notice, or have any knowledge, of contemplated, threatened or pending special taxes or assessments affecting the Property or any part thereof. Without limiting the generality of the preceding sentence, to Seller's knowledge, there is no pending assessment made by the municipality in which the Property is located or any other authority with respect to the repair, maintenance, or expansion of any water or sewage systems that may be located in any public right of way adjacent to the Property, or for any other public improvements or betterments of any type which would or could give rise to an assessments against the Property. There are no real estate abatement agreements, exemptions, or programs, payments in lieu of taxes, or similar contracts or agreements affecting the Property which, to Seller's knowledge will be affected in any adverse manner by virtue of the transfer of the Property to Purchaser at the Closing. As of Closing, there will be no proceedings instituted by Seller challenging the real property tax assessment with respect to the Property. Seller has not commenced any proceeding to reduce the real estate tax assessment in respect of the Property which is currently pending.

9.1.13 Sufficient Funds. Seller has and will have sufficient funds to comply with its obligations under this Agreement and to complete this transaction in accordance with the terms of this Agreement including, without limitation, complying with Seller's obligations to deliver the title required under Article 5 of this Agreement .

9.1.14 Prohibited Person. Neither Seller nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Seller) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of EO13224, (ii) whose name appears on the United States Treasury Department's OFAC

most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>) (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a “Seller Prohibited Person”). Seller covenants and agrees that neither Seller nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Seller) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Seller Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Seller Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224.

9.1.15 No Stalking Horse. Seller will not use this Agreement and/or the transaction contemplated hereby to solicit higher or better offers for the sale of the Property.

9.2 Purchaser’s Representations and Warranties. Purchaser represents and warrants to Seller that:

9.2.1 Organization and Authority. Purchaser has been duly organized and is validly existing as a limited liability company in good standing in the State of Florida. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

9.2.2 Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser’s knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser’s knowledge, threatened against Purchaser.

9.2.3 Prohibited Persons. Neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Purchaser) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of EO13224, (ii) whose name appears on the OFAC most current list of “Specifically Designated National and Blocked Persons”, (iii) who commits, threatens to commit or supports “terrorism”, as that term is defined in EO3224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any Prohibited Person. Purchaser covenants and agrees that neither Purchaser nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Purchaser) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224.

9.2.4 Bankruptcy. No petition has been filed by Purchaser, nor has Purchaser received written notice of any petition filed against Purchaser under the Federal Bankruptcy Code or any similar laws.

9.3 Survival of Representations and Warranties; Limitation of Liability. The representations and warranties set forth in this Article 9 are made as of the date of this Agreement and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing for a period of twelve (12) months. The provisions of this Section 9.3 shall survive the Closing.

9.4 Seller Indemnity. Seller agrees to indemnify, defend and hold Purchaser harmless of from and against any and all loss, liability, obligation, damage, claim, suit, action, proceeding, judgment, cost and/or expense including, without limitation, reasonable attorneys' fees and disbursements, due to, arising out of or resulting from: (i) any of Seller's representations and warranties set forth in Sections 9.1.1 and 9.1.2 being untrue or incorrect; and (ii) any challenge to this Agreement and/or Seller's authority to enter into and/or consummate the transactions contemplated hereby, brought by any shareholder or principal of Seller or any of Seller's officers or directors including, without limitation, any estate or personal representative acting on behalf of any such persons.

ARTICLE 10 - Default and Remedies

10.1 Seller's Remedies. If (i) Purchaser fails to perform its obligations pursuant to this Agreement at or prior to Closing for any reason except failure by Seller to perform hereunder, or (ii) if prior to Closing any one or more of Purchaser's representations or warranties are breached in any material respect, and in either case the failure or breach is not cured within ten (10) business days from receipt of notice (which written notice shall describe all defaults and breaches with reasonable specificity) from Seller of such breach, provided the Closing Date shall in no way be delayed as a result of any cure period, then Seller shall be entitled, as its sole remedy, to terminate this Agreement and recover the Earnest Money as liquidated damages and not as a penalty, in full satisfaction of claims against Purchaser hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If Closing is consummated, Seller shall have all remedies available at law or in equity in the event Purchaser fails to perform any obligation of Purchaser under this Agreement that survives the Closing.

10.2 Purchaser's Remedies. If (i) Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Purchaser to perform hereunder, or (ii) if any one or more of Seller's representations or warranties are breached in any material respect, and in either case the failure or breach is not cured within ten (10) business days from receipt of notice (which written notice shall describe all defaults and breaches with reasonable specificity) from Purchaser of such breach, provided the Closing Date shall in no way be delayed as a result of any cure period, then Purchaser shall be entitled to pursue all remedies available under this Agreement, at law and in equity including, without limitation, specific performance. Seller acknowledges that the Property is part of an assemblage of properties being acquired by Purchaser and/or its affiliates in connection with the Project, is unique and that Purchaser would be irreparably harmed in the event Seller fails to close the transaction contemplated by this Agreement due to any Seller breach and that specific performance, if elected by Purchaser as a remedy consequent thereon, would be warranted in such circumstances.

10.3 Attorneys' Fees. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Agreement, the non-prevailing party

shall pay the prevailing party all reasonable fees and expenses, including reasonable attorneys' fees, incurred in connection with such transaction.

10.4 Other Expenses. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to Escrow Agent for holding the Earnest Money as well as any escrow cancellation fees or charges and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

ARTICLE 11 – Disclaimers and Release

11.1 Disclaimers By Seller. Except as expressly set forth in this Agreement, it is understood and agreed that Seller has not at any time made and is not now making, and it specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title, (ii) environmental matters relating to the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and to the extent to which the Property is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property may be subject, (ix) the availability of any utilities to the Property including, without limitation, water, sewage, gas and electric, (x) usages of adjoining property, (xi) access to the Property, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property, (xiii) the condition or use of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, or (xv) any other matter or thing with respect to the Property.

11.2 Sale “As Is, Where Is.” Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property “AS IS, WHERE IS, WITH ALL FAULTS,” except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Purchaser at Closing. Except as expressly set forth in this Agreement and any document executed by Seller and delivered to Purchaser at Closing, Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement and any document executed by Seller and delivered to Purchaser at Closing, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser will conduct such inspections and investigations of the Property as Purchaser deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same.

11.3 Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, and not merge with the provisions of any closing documents.

ARTICLE 12 – Purchaser’s Approvals Contingency

12.1 Purchaser’s Project.

12.1.1 Purchaser’s obligation to purchase the Property is conditioned upon the satisfaction or written waiver by Purchaser of Purchaser’s Approvals Contingency (defined below). For purposes of this Agreement, “Purchaser’s Approvals Contingency” shall mean Purchaser’s receipt, at Purchaser’s sole cost and expense, on or before the date that is ten (10) months after the end of the Inspection Period (the “Outside Date”), of Final Project Approvals (defined below) so as to allow Purchaser to develop, construct, use, manage and operate on the Property and other property in the Village of Port Chester including, without limitation, premises know as and located at 2-8 South Main Street, 14 South Main Street, 16 South Main Street, 10 South Main Street, 106 Westchester Avenue, 110 Westchester Avenue and 7 East Broadway, Port Chester, New York (“Other Project Property”) a multi-family residential rental project with retail (the “Project”). Following the expiration of the Inspection Period, and provided Purchaser does not terminate this Agreement in accordance with Section 4.3, Purchaser shall duly apply for Purchaser’s Approvals and use reasonable efforts to cause Purchaser’s Approvals to be issued by Governmental Authorities.

12.1.2 For purposes of this Agreement, “Final Project Approvals” shall mean: (A): (i) the obtainment by Purchaser of all approvals from Governmental Authorities as Purchaser reasonably requires to develop, use and operate the Property and Other Project Property for the Project including, without limitation: (1) site plan approval, together with any deviations, exceptions, design waivers, variances or the like; (2) subdivision approval as may be required; and (3) special use approval and any applicable wetlands approvals; and (ii) the obtainment by Purchaser of the following benefits from the Village of Port Chester Industrial Development Agency: (1) a sales tax exemption for the Project; (2) a mortgage tax exemption for the Project; and (3) a real property tax abatement for the Project, all in form and substance acceptable to Purchaser; and (iii) Purchaser shall have entered into one or more contracts to acquire the Other Project Property on terms and conditions acceptable to Purchaser in its sole and absolute discretion; and (B) the expiration of any applicable appeals period with respect to the approvals described in Section 12.1.2(A) without any appeals or legal challenges having been made or, if made, such appeals or legal challenges have resulted in a final determination in favor of the issuance of same (the approvals described in Section 12.1.2(A)(i)-(iii) herein referred to collectively as “Purchaser’s Approvals”). The parties agree that Purchaser’s Permitting Contingency shall not be deemed to have been satisfied unless the Final Project Approvals including, without limitation, the conditions of the Final Project Approvals are acceptable to Purchaser, in Purchaser’s discretion. Seller agrees, upon request of Purchaser and, if more than a de minimis expense, at Purchaser’s expense, to cooperate with Purchaser in all reasonable ways regarding the processing of Purchaser’s Approvals including, without limitation, the timely execution of applications for Purchaser’s Approvals to the extent Seller’s execution is required for the submission thereof to Governmental Authorities.

12.3 Purchaser’s Right to Extend/Terminate.

12.3.1 In the event Purchaser’s Approvals Contingency shall not have been satisfied or waived by the Outside Date, then, in that event, Purchaser shall have the right, by written notice to Seller given not later than the Outside Date, to: (i) cancel this Agreement, whereupon Escrow Agent shall deliver the Earnest Money to Purchaser and this Agreement shall terminate and cease to be of further force and effect and neither party shall have any further obligation or liability hereunder to the other, except as expressly set forth in this Agreement to the contrary; or (ii) extend the Outside Date for a period of one hundred eighty (180) days commencing immediately after the then stated Outside Date (the “First Outside Date Extension Period”). In the event Purchaser fails to notify Seller which option it elects, Purchaser shall be deemed to have elected to extend the Outside Date for the First Outside Date Extension Period.

12.3.2 In the event Purchaser shall have duly elected to extend the Outside Date for the First Outside Date Extension Period and Purchaser's Approvals Contingency shall not have been satisfied or waived by the Outside Date as extended (i.e., by the last day of the First Outside Date Extension Period), then, in that event, Purchaser shall have the right, by written notice to Seller given not later than the Outside Date as extended (i.e., by the last day of the First Outside Date Extension Period), to: (i) cancel this Agreement, whereupon Escrow Agent shall deliver the Earnest Money to Purchaser and this Agreement shall terminate and cease to be of further force and effect and neither party shall have any further obligation or liability hereunder to the other, except as expressly set forth in this Agreement to the contrary; or (ii) extend the Outside Date for a period of one hundred eighty (180) days commencing immediately after the then stated Outside Date (the "Second Outside Date Extension Period"). In the event Purchaser fails to notify Seller which option it elects, Purchaser shall be deemed to have elected to extend the Outside Date for the Second Outside Date Extension Period.

12.3.3 In the event Purchaser shall have duly elected to extend the Outside Date for the Second Outside Date Extension Period and Purchaser's Approvals Contingency shall not have been satisfied or waived by the Outside Date as extended (i.e., by the last day of the Second Outside Date Extension Period), then, in that event, Purchaser shall only have the right, by written notice to Seller given not later than the Outside Date (as previously extended for the Second Outside Date Extension Period), to cancel this Agreement, whereupon Escrow Agent shall deliver the Earnest Money to Purchaser and this Agreement shall terminate and cease to be of further force and effect and neither party shall have any further obligation or liability hereunder to the other, except as expressly set forth in this Agreement to the contrary. In the event Purchaser fails to notify Seller of Purchaser's election to cancel this Agreement in accordance with the immediately preceding sentence, Purchaser shall be deemed to have elected to cancel this Agreement pursuant to this Section 12.3.3.

12.3.4 If any of Purchaser's Approvals have been issued, but the applicable appeal period has not expired prior to the expiration of the Outside Date (as may be extended pursuant to this Agreement), then the Outside Date (as may be extended pursuant to this Agreement) shall automatically be deemed extended until the expiration of the applicable appeal period. Further, if an appeal or legal challenge has been filed with respect to any of Purchaser's Approvals or application therefor, and such appeal or legal challenge has not been finally and conclusively adjudicated in Purchaser's favor prior to the Outside Date (as may be extended pursuant to this Agreement), then, so long as Purchaser notifies Seller in writing not later than ten (10) days after the filing of the appeal or challenge that Purchaser intends to contest the appeal or challenge and, thereafter, diligently, continuously and in good faith, using commercially reasonable efforts, so contests the appeal or challenge, the Outside Date shall be extended until the appeal or legal challenge is finally and conclusively adjudicated, but not longer than three (3) years. Seller shall reasonably cooperate with Purchaser in connection with any appeal, at no cost, expense or liability to Seller.

ARTICLE 13 - Miscellaneous

13.1 Parties Bound; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Purchaser may assign its rights under this Agreement in whole and not in part only upon the following conditions: (i) the assignee of Purchaser must be an affiliate of Purchaser or an entity controlling, controlled by, or under common control with Purchaser or an affiliate of Purchaser or an entity in which Purchaser or any of its principals has an ownership interest, (ii) all of the Earnest Money must have been delivered in accordance herewith, (iii) the assignee of Purchaser shall assume all obligations of Purchaser hereunder, but Purchaser shall remain primarily liable for the performance of Purchaser's obligations, and (iv) a copy of the fully executed written assignment and assumption agreement shall be delivered to Seller at least two (2) days prior to Closing.

13.2 Headings. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

13.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

13.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Real Property is located.

13.5 Survival. The provisions of this Agreement that expressly contemplate performance after the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

13.6 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

13.7 Confidentiality. Neither Seller nor Purchaser shall make any public announcement or disclosure of any information related to or contained in this Agreement, nor provide a copy of this Agreement (in whole or in part), to outside brokers or third parties, before or after the Closing, without the prior written specific consent of the other party; provided, however, each of the parties may make disclosure of this Agreement to its lenders, investors, attorneys, accountants and other professional advisors, contractors, agents and employees as necessary to perform its obligations hereunder or otherwise, pursuant to court order or judicial process, as may be required under laws or regulations applicable to the party, and as reasonably necessary to enforce the terms and provisions of this Agreement. In addition, Purchaser shall be allowed to discuss the transaction contemplated by this Agreement and Purchaser's Project with Governmental Authorities.

13.8 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery or (iv) by e-mail. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) business day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Purchaser shall be deemed given by Purchaser and notices given by counsel to the Seller shall be deemed given by Seller. Anything in this Agreement to the contrary notwithstanding, notice given by counsel to a party to counsel for the other party shall be effective for all purposes even if such notice is not given to the other party.

13.9 Construction. The parties acknowledge that the parties and their counsel, if any, have reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. The parties further acknowledge and agree that they have had ample opportunity to have this Agreement reviewed by counsel of their choosing and have entered into this Agreement of their own free will and accord.

13.10 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday (each such day, a "business day"). The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the state in which the Real Property is located.

13.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by electronic mail counterparts of the signature pages.

13.12 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

13.13 Discharge of Obligations. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

13.14 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

13.15 Broker. Seller and Purchaser each represent one to the other that no broker was involved in this transaction. Seller agrees to hold Purchaser harmless and indemnify Purchaser from and against any and all liabilities (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Purchaser as a result of any claims by any party claiming to have represented Seller as broker in connection with this transaction. Purchaser agrees to hold Seller harmless and indemnify Seller from and against any and all liabilities (including reasonable attorneys' fees, expenses and disbursements) suffered or incurred by Seller as a result of any claims by any party claiming to have represented Purchaser as broker in connection with this transaction. The provisions of this Section 13.15 shall survive Closing (and not be merged therein) or the earlier termination of this Agreement.

13.16 Tax Free Exchange. The parties hereto hereby consent to the consummation of the sale or purchase, as the case may be, of the Property as part of a so-called like kind exchange (in either case, an "Exchange") pursuant to Section 1031 of the Internal Revenue Code, and each of Seller and Purchaser agree to cooperate with each other in all reasonable ways, but without cost, expense or liability to the cooperating party, to allow the other party to accomplish an Exchange, provided that: (i) the party engaging in an

Exchange shall notify the other party thereof not later than ten (10) days prior to the Closing; (ii) the Closing shall in no way be delayed as a result of any party engaging in an Exchange; (iii) the party engaging in an Exchange shall pay all costs and expenses associated with such Exchange including any costs of the other party that would not have been incurred by such party but for the party engaging in the Exchange engaging in such Exchange; (iv) the party not engaging in an Exchange shall in no way have its rights under this Agreement affected or diminished in any way by reason of the other party engaging in an Exchange; (v) neither party shall be required to take an assignment of the purchase agreement for relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by the other party; and (vi) the party engaging in an Exchange shall and hereby does indemnify, defend and save the other harmless from and against any and all loss, liability, obligation, damage, claim, suit, action, proceeding, cost and/or expense including, without limitation, reasonable attorneys' fees which the other party may suffer or incur as a result of the indemnifying party engaging in an Exchange. Anything in this Agreement to the contrary notwithstanding, Purchaser agrees that Seller shall have the right to adjourn the Closing for up to ninety (90) days so that Seller can identify replacement property in connection with an Exchange in which Seller is engaged. The provisions of this Section 13.16 shall survive the Closing.

13.17 Seller Jointly and Severally Liable. For purposes of this Agreement, the individuals comprising Seller are jointly and severally liable.

13.18 Recordation. In the event this Agreement is not terminated in accordance with Section 4.3, upon Purchaser's request, Seller and Purchaser shall execute, acknowledge and deliver to each other a memorandum of this Agreement (the "Memorandum") in the form attached hereto as Exhibit H, together with such other instruments as may be reasonably necessary to record such memorandum in the Westchester County Clerk's Office (the "Recording Office"). Purchaser agrees to be responsible for recording the Memorandum and for paying any recording fees in connection therewith. Purchaser shall also, simultaneously with the execution of the Memorandum, execute and deliver to Seller's counsel, and Seller's counsel shall hold in escrow, a Termination of Memorandum of Agreement in the form of Exhibit I annexed hereto and made a part hereof (the "Termination"), together with such other instruments as may be reasonably necessary to record the Termination in the Recording Office. Upon termination of this Agreement, Seller's counsel may, upon not less than thirty (30) days prior written notice to Purchaser's counsel, and provided Purchaser or its counsel does not within such thirty (30) day period commence litigation seeking to enjoin Seller and/or Seller's counsel from releasing the Termination from escrow and recording the same in the Recording Office, without further notice to or action by either party, release the Termination from escrow, fill in any required recording information and dates and deliver the same to Seller, who may record the Termination in the Recording Office.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

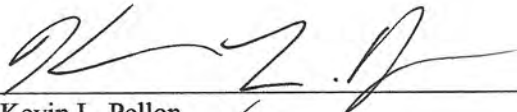
**SIGNATURE PAGE TO AGREEMENT OF
PURCHASE AND SALE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

Date executed by Seller:

March 30, 2021



Name: Kevin L. Pellon



Cristina Corfu

PURCHASER:

Hyperion Group, LLC,
a Florida limited liability company

Date executed by Purchaser:

March __ 2021

By: _____
Name: Robert Vecsler, Chief Executive Officer

**SIGNATURE PAGE TO AGREEMENT OF
PURCHASE AND SALE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

Date executed by Seller:

March __, 2021

Name: Kevin L. Pellon

Cristina Corfu

PURCHASER:

Hyperion Group, LLC,
a Florida limited liability company

Date executed by Purchaser:

April 5,
~~March~~ __ 2021

By: 

Name: Robert Vecsler, Chief Executive Officer

JOINDER BY ESCROW AGENT

Escrow Agent has executed this Agreement in order to confirm that Escrow Agent has received and shall hold the Earnest Money (or portion thereof paid on the execution and delivery of this Agreement) required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall hold and disburse the Earnest Money, and the interest earned thereon, pursuant to the provisions of this Agreement.

Lincoln Land Services

Date executed by Escrow Agent:

April 5
~~March~~ __, 2021

By: Lawrence M. Holmes
Name: Lawrence M. Holmes

LIST OF EXHIBITS

- A - Legal Description of Real Property
- B - Form of Estoppel Certificate
- C - Bill of Sale, Assignment and Assumption of Leases and Contracts
- D - Notice to Tenants
- E - Rent Roll
- F - Form of Deed
- G - Service Contracts
- H - Form of Memorandum
- I - Form of Termination

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Port Chester, Town of Rye, County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of East Broadway, which point is distant southerly 80.65 feet from the point on said East Broadway, formed by the division line between the premises formerly of Ratner and premises of one Fischer;

RUNNING THENCE South 48 degrees 08 minutes East, 99.42 feet to a point;

RUNNING THENCE South 31 degrees 47 minutes West, 11.42 feet to land of Flngerie;

RUNNING THENCE North 58 degrees 20 minutes West, along land of said Fingerie 62.72 feet to a point;

THENCE still along lands of Fingerie North 54 degrees 44 minutes West, 39.80 feet to the easterly side of East Broadway; ·

THENCE along the easterly side of East Broadway, North 41 degrees 29 minutes East, 26.92 feet to the point and place of BEGINNING.

EXHIBIT B

[Form of Estoppel Certificate]

TENANT ESTOPPEL CERTIFICATE

_____, 2021

Re: [DESCRIBE LEASE DOCUMENTS INCLUDING AMENDMENTS] (the “**Lease**”), covering a portion (the “**Leased Premises**”) of the premises known as and located at [INSERT PROPERTY ADDRESS] (the “**Property**”), as more particularly described in the Lease¹

Ladies and Gentlemen:

The undersigned (“**Lessee**”) is the lessee of the Leased Premises under the terms of the Lease with [_____] (“**Lessor**”).

Hyperion Group, LLC, a Florida limited liability, or its assignee (“**Purchaser**”) intends to acquire the Property (the “**Acquisition**”).

Lessee, acknowledging that Purchaser, in making the Acquisition, is relying upon the accuracy and completeness of the statements made by Lessee herein, hereby certifies to Purchaser, as follows:

1. The Lease and all documents comprising the Lease is/are correctly described as set forth above.

2. The Lease is in full force and effect, and is binding and enforceable against Lessee in accordance with its terms.

3. The commencement date of the term of the Lease is _____, and the expiration date of the current term of the Lease is _____. The term of the Lease is currently month-to-month.

4. The Lease has not been modified, supplemented, amended, renewed, or otherwise changed in any way, except as may be described as set forth above.

5. No payments are required to be made to Lessee by Lessor and no work or other tenant improvements are required to be performed by Lessor for Lessee.

6. Lessee claims no offsets, set-offs, rebates, concessions, abatements, "free" rent or

¹ To be modified accordingly in the case of a month-to-month tenant without a Lease.

other defenses against or with respect to any fixed or minimum rent, escalation rent, additional rent or other amount payable under the terms of the Lease.

7. To the best knowledge of Lessee, neither Lessor nor Lessee is in default in the performance or observance of any of its obligations under the Lease, and no event has occurred and no condition exists that, with the giving of notice or the passage of time, or both, would constitute a default under the terms of the Lease.

8. The amount of the security deposited under the Lease is \$_____.

9. Lessee has no option to renew the Lease, or options or rights to lease any other space in, or to purchase all or any part of, the Property.

10. No action or proceeding instituted by Lessee against Lessor is pending in any court.

11. There are no bankruptcy, reorganization or insolvency actions, whether voluntary or otherwise, pending or threatened against Lessee.

This Tenant Estoppel Certificate is provided to and may be relied upon by the Lessor, Purchaser and any mortgage lender which shall provide financing upon the Property for the Purchaser.

Very truly yours,

(Lessee)

By:_____

Name:_____

Title:_____

EXHIBIT C

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION is made as of the ____ day of _____, _____, by and between Kevin L. Pellon and Cristina Corfu ("Assignor"), and _____, a _____ ("Assignee").

W I T N E S S E T H:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:
 - a. All right, title and interest of Assignor in and to all Tangible Personal Property and Intangible Personal Property (each, as defined in that certain Agreement of Purchase and Sale dated as of [_____, 2021] between Assignor, as Seller, and Assignee (or Assignee's predecessor-in-interest) as Purchaser (the "Sale Agreement").
 - b. All right, title and interest of Assignor in and to those certain leases or tenancies described on Exhibit A attached hereto and made a part hereof (the "Tenant Leases and Occupancies"), relating to the leasing of space in the Real Property (as defined in the Sale Agreement) and all of the rights, interests, benefits and privileges of the lessor thereunder, and to the extent Assignee has not received a credit therefor under the Sale Agreement, all prepaid rents and security and other deposits held by Assignor under the Tenant Leases and not credited or returned to tenants.
 - c. To the extent assignable, all right, title and interest of Assignor in and to those certain contracts set forth on Exhibit B attached hereto and made a part hereof, and all warranties, guaranties, indemnities and claims (including, without limitation, for workmanship, materials and performance) and which exist or may hereafter exist against any contractor, subcontractor, manufacturer or supplier or laborer or other services relating thereto (collectively, the "Contracts").
2. Assignee hereby accepts the assignment of the Tangible Personal Property, the Intangible Personal Property, the Tenant Leases and the Contracts and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations under the Tenant Leases and the Contracts first arising from and after the date hereof.
3. Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including reasonable attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations in respect of the Tenant Leases and the Contracts to the extent arising from and accruing on or after the date hereof.
4. Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including reasonable attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor in respect of the Tenant Leases and the Contracts, to the extent accruing prior to the date hereof.

5. This Bill of Sale, Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale, Assignment and Assumption as of the date first above written.

ASSIGNOR:

Kevin L. Pellon

Cristina Corfu

ASSIGNEE:

[_____] ,
a [_____]

By: _____
Name: _____
Title: _____

Exhibit A Tenant Leases
Exhibit B Contracts

EXHIBIT D

NOTICE TO TENANTS

_____, 2021

[_____]
[_____]
[_____]

Dear Tenant:

You are hereby notified that Kevin L. Pellon and Cristina Corfu ("Seller"), the current owner of [_____] (the "Property") and the current owner of the landlord's interest in your lease in the Property, has sold the Property to [_____] ("New Owner"), as of the above date. In connection with such sale, Seller has assigned its interest in your lease and transferred all security deposits thereunder or relating thereto to New Owner, and New Owner has assumed and agreed to perform all of the landlord's obligations under your lease (including any obligations set forth in your lease to repay or account for any security deposits thereunder) from and after such date.

Accordingly, (a) all your obligations under the lease from and after the date hereof, including your obligation to pay rent, shall be performable to and for the benefit of New Owner, its successors and assigns, and (b) all the obligations of the landlord under the lease, including any obligations to repay or account for any security deposits hereunder, shall be the binding obligation of New Owner and its successors and assigns.²

² To be revised accordingly for any month-to-month Tenant without a Lease.

Unless and until you are otherwise notified in writing by New Owner, the address of New Owner for all purposes under your lease is:

[_____]
[_____]
[_____]

Very truly yours,

SELLER:

Kevin L. Pellon

Cristina Corfu

NEW OWNER:

[_____] , a
[_____]

By: _____
Name: _____
Title: _____

EXHIBIT E

RENT ROLL

<u>Name of Tenant</u>	<u>Description of Lease</u>	<u>Location of Space</u>	<u>Term of Lease</u>	<u>Monthly Base Rent</u>	<u>Security</u>
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EXHIBIT F

FORM OF DEED

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE is made this _____ day of _____, 2021, between Kevin L. Pellon and Cristina Corfu, having an address at [_____] ("Grantor"), and [_____] a [_____] having an address at [_____] ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant, grant and release unto Grantee, its heirs and successors and assigns, forever, all right, title and interest of Grantor in and to the following:

[ADD LEGAL DESCRIPTION]

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described 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 Grantee, its heirs and successors and assigns, 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 whatsoever.

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

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

Name: Kevin L. Pellon

Name: Cristina Corfu

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

On the ____ day of _____ in the year 202__, before me, the undersigned, a Notary Public in and for said state, personally appeared Kevin L. Pellon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____ in the year 202__, before me, the undersigned, a Notary Public in and for said state, personally appeared Cristina Corfu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attention: Michael L. Katz, Esq.

EXHIBIT G

SERVICE CONTRACTS

EXHIBIT H

FORM OF MEMORANDUM

MEMORANDUM OF AGREEMENT OF PURCHASE AND SALE

THIS MEMORANDUM OF AGREEMENT OF PURCHASE AND SALE (this "**Memorandum**") is made as of the [___] day of [____], 2021, between [_____] having an address at [_____] (hereinafter collectively referred to as "**Seller**"), and [_____] having an address at [_____] (hereinafter referred to as "**Purchaser**").

W I T N E S S E T H:

Seller has agreed to sell and convey to Purchaser, and Purchaser has agreed to purchase from Seller, fee title to the premises (the "**Premises**") described on **Schedule A** annexed hereto and made a part hereof.

This sale and conveyance of the Premises is to be made pursuant to the terms, covenants and conditions contained in that certain Agreement of Purchase and Sale dated as of [____], 20__ made by and between Seller and Purchaser (the "**Agreement**").

Pursuant to and in accordance with the Agreement, the conveyance of title to the Premises is scheduled to occur on the date that is sixty (60) days after the satisfaction or written waiver of Purchaser's Approvals Contingency.

Pursuant to the Agreement, Purchaser has paid Escrow Agent the sum of \$10,000.00 as an initial deposit on account of the purchase price. Within ten (10) business days after the satisfaction or written waiver of Purchaser's Approvals Contingency, Purchaser shall pay Escrow Agent an additional \$90,000 as a further deposit on account of the purchase price.

Purchaser is not entitled to possession, use or occupancy of the Premises prior to the closing date.

Capitalized words used but not defined in this Memorandum shall have the meanings ascribed to them in the Agreement.

This Memorandum may be terminated unilaterally by Purchaser's execution of a Termination of Memorandum of Agreement of Purchase and Sale and the recordation thereof in the Westchester County Clerk's Office.

This Memorandum is being executed and delivered for the purpose of recording a memorandum of the Agreement and shall not be construed so as to in any way modify, change, vary or interpret the Agreement or any term, covenant or condition thereof. This Memorandum may be signed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

signatures appear on next page

IN WITNESS WHEREOF, Purchaser and Seller have caused this instrument to be executed as of the date first above written.

SELLER:

[_____] ,
a [_____]

By: _____
Name: _____

PURCHASER:

[_____] ,
a [_____]

By: _____
Name: _____

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

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule A

EXHIBIT I

FORM OF TERMINATION

**TERMINATION OF MEMORANDUM
OF AGREEMENT OF PURCHASE AND SALE**

KNOW ALL MEN BY THESE PRESENTS, that [_____] having an address at [_____] [_____] for and on behalf of itself and its permitted successors and/or assigns, does hereby **TERMINATE** that certain Memorandum of Agreement of Purchase and Sale, a copy of which is annexed hereto and made a part hereof as **Exhibit 1**, which Memorandum of Agreement of Purchase and Sale was recorded in the Office of the Clerk of the County of Westchester on _____ 20__ under Control No. _____, and consents that the same be discharged of record.

Dated: _____, 20__

[_____] ,
a [_____]

By: _____
Name: _____

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

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT 1

Site Contact

South Main Petroleum Site Assemblage

2, 14, & 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue, Port Chester, New York 10573

Name	Title	Address	City	State	Zip
Charles Schumer	U.S. Senator	Leo O' Brien Building, 11A Clinton Ave, Room 827	Albany	NY	12207
Kirsten Gillibrand	U.S. Senator	Leo O' Brien Building, 11A Clinton Ave, Room 821	Albany	NY	12207
Mondaire Jones	U.S. House of Representatives, 17th District	1017 Longworth HOB	Washington	DC	20515
Shelley B. Mayer	New York State Senator, 37th District	Legislative Office Building, Room 509	Albany	NY	12247
George Latimer	Westchester County Executive	148 Martine Avenue	White Plains	NY	10601
Richard Hyman	Westchester County Planning Board, Chair	148 Martine Avenue	White Plains	NY	10601
Gary J. Zuckerman	Supervisor, Town of Rye	222 Grace Church Street, 3rd Floor	Port Chester	NY	10573
Hope Vespia	Town of Rye, Town Clerk	222 Grace Church Street, 3rd Floor	Port Chester	NY	10573
Luis A. Marino	Mayor, Village of Port Chester	222 Grace Church Street	Port Chester	NY	10573
Michael Scarola	Village of Port Chester Department of Planning and Development	222 Grace Church Street, Suite 202	Port Chester	NY	10573
Janusz Richards	Village of Port Chester, Village Clerk	222 Grace Church Street, Suite 120	Port Chester	NY	10573
Stuart L. Rabin	Village of Port Chester, Village Manager	222 Grace Church Street	Port Chester	NY	10573
The Journal News	Media Outlet	1133 Westchester Avenue, Suite N110	White Plains	NY	10604
United Water Westchester Rate 2 District	Town of Rye Public Water Supplier	148 Martine Avenue	White Plains	NY	10601
Robin Lettieri	Port Chester - Rye Brook Public Library	1 Haseco Avenue	Port Chester	NY	10573
Dr. Toni Jones	New Lebanon School, Superintendent	25 Mead Avenue	Greenwich	CT	06830
Deirdre McDermott	Corpus Christi-Holy Rosary School, Laura Vicuña Campus	18 Central Avenue	Port Chester	NY	10573
Scott A. Nelson	Rye Country Day School, Head of School	3 Cedar Street	Rye	NY	10580
Judy Diaz	John F. Kennedy Elementary School, Principal	40 Olivia Street	Port Chester	NY	10573
Ivan Tolentino	Thomas A. Edison Elementary School, Principal	132 Rectory Street	Port Chester	NY	10573
Patrick Swift	Port Chester Middle School, Principal	113 Bowman Avenue	Rye Brook	NY	10573
Luke Sotherden	Port Chester High School, Principal	1 Tamarack Road	Port Chester	NY	10573
Samuel Ortiz	King Street School, Principal	697 King Street	Port Chester	NY	10573
Blanca N. Arismendi	Ladybug Family Preschool	141 William Street	Port Chester	NY	10573
Blanca N. Arismendi	Ladybug Family Daycare	95 Grace Church Street	Port Chester	NY	10573
Paola Pajares	Sunny Side Daycare Center	27 Smith Street	Port Chester	NY	10573
Rosa A. Delgado	Rosy's Little Angels Family Day Care	43 Soundview Street	Port Chester	NY	10573
Andrea Leite	Tots Place	8 Bent Avenue	Port Chester	NY	10573
Carolyn Kelly	Port Chester Children's Place	400 Westchester Avenue	Port Chester	NY	10573
Rosweny Hidalgo	Preschool College Family Daycare	17 Edison Place, Apt. 1L	Port Chester	NY	10573
Ilse Palacios	Sweet Second Home Family Daycare	5 Brook Road	Port Chester	NY	10573
Zoila Garzon	Happy Corner Day Care Center Inc.	80 S Regent Street	Port Chester	NY	10573
Pierre and Huguette Sinis	Owner of 16 S. Main Street (Site)	PO Box 204	Rye	NY	10580
Kevin and Cristina Pellon	Owner/Operator of 15 E. Broadway (Site)	15 E. Broadway	Port Chester	NY	10573
Mon Ami Takis, Inc.	Owner of 14 S. Main Street (Site)	1615 Gulf Road	Tarpon Springs	FL	34689
Sudershan Singla	Owner of 106 Westchester Avenue (Site)	60 Hanson Lane	New Rochelle	NY	10804
Four Seasons	Operator of Former 2-8 S. Main Street (Site)	2 S. Main Street	Port Chester	NY	10573
Judge and Associates	Operator of Former 2-8 S. Main Street (Site)	102 Westchester Avenue	Port Chester	NY	10573
JC Shoe Reapir	Operator of Former 2-8 S. Main Street (Site)	4 S. Main Street	Port Chester	NY	10573

Painting Services	Operator of Former 2-8 S. Main Street (Site)	8. S. Main Street	Port Chester	NY	10573
El Rincon De Maria	Operator of Former 2-8 S. Main Street (Site)	34 N. Main Street	Port Chester	NY	10573
El Tesoro Restaurant II	Operator of 14 S. Main Street (Site)	14 S. Main Street	Port Chester	NY	10573
Deli Peruano	Operator of 106 Westchester Avenue (Site)	106 Westchester Avenue	Port Chester	NY	10573
Kim Chung	Adjacent Property Owner of 110 Westchester Avenue	335 Strawtown Road	West Nyack	NY	10994
Donaldo Sanz	Adjacent Property Owner of 112 Westchester Avenue	15820 SW 138 Place	Miami	FL	33177
RV King Realty Co.	Adjacent Property Owner of Westchester Avenue	Attn: C-Town 809 Southern Blvd	Bronx	NY	10459
1618 North Main LLC	Adjacent Property Owner of 16 N. Main Street	345 W. Putnam Avenue	Greenwich	CT	06830
G&S Port Chester Unit 2B LLC	Adjacent Property Owner of 1 N. Main Street	211 E. 43rd Street	New York	NY	10017
G&S Port Chester Retail I DE	Adjacent Property Owner of Waterfront Pl/Westchester Ave	211 E. 43rd Street	New York	NY	10017
The Complex at Port Chester LLC	Adjacent Property Owner of 18 S. Main Street	32 Cutler Road	Greenwich	CT	06831
29 New Broad Street Realty Corp	Adjacent Property Owner/Operator of 29 New Broad Street	29 New Broad Street	Port Chester	NY	10573
Church of the Living God Inc.	Adjacent Property Owner of 9 New Broad Street	PO Box 862	Port Chester	NY	10573
Metro Trans Authority	Adjacent Property Owner/Operator of Westchester Ave and Broad St	2 Broadway, 4th Floor	New York	NY	10004
New Broad St LLC	Adjacent Property Owner of 33 New Broad Street	33 Broad Street	Port Chester	NY	10573
Port Chester Realty Inc.	Adjacent Property Owner of 114-122 Westchester Avenue	4 Maple Street	Croton on Hudson	NY	10520
Grace's Beauty Shop	Adjacent Property Operator of 114- 122 Westchester Avenue	122 Westchester Avenue	Port Chester	NY	10573
Taqueria La Picardia	Adjacent Property Operator of 114- 122 Westchester Avenue	118 Westchester Avenue	Port Chester	NY	10573
CK Trading	Adjacent Property Operator of 114- 122 Westchester Avenue	114 Westchester Avenue	Port Chester	NY	10573
Neversink Spirits Distillery	Adjacent Property Operator of 33 New Broad Street	33 New Broad Street	Port Chester	NY	10573
Matt Miller Events	Adjacent Property Operator of 33 New Broad Street	33 New Broad Street	Port Chester	NY	10573
El Nuevo Jomas Tarvern	Adjacent Property Operator of 112 Westchester Avenue	112 Westchester Avenue	Port Chester	NY	10573
Kara Dental Group	Adjacent Property Operator of 110 Westchester Avenue	110 Westchester Avenue, 2nd Floor	Port Chester	NY	10573
Amigo Don Wu Inc.	Adjacent Property Operator of 110 Westchester Avenue	110 Westchester Avenue	Port Chester	NY	10573
Mias Magic Shop	Adjacent Property Operator of 101-111 Westchester Avenue	109 Westchester Avenue	Port Chester	NY	10573
Corposur Food Market	Adjacent Property Operator of 101-111 Westchester Avenue	103 Westchester Avenue	Port Chester	NY	10573
King Street Wine & liquor	Adjacent Property Operator of 101-111 Westchester Avenue	4 King Street	Port Chester	NY	10573
AMC Port Chester 14	Adjacent Property Operator of Waterfront Pl/Westchester Ave	40 Westchester Avenue	Port Chester	NY	10573
Chase Mortgage	Adjacent Property Operator of Waterfront Pl/Westchester Ave	50 Westchester Avenue	Port Chester	NY	10573
Michaels	Adjacent Property Operator of Waterfront Pl/Westchester Ave	27 Don Bosco Place	Port Chester	NY	10573
Stop & Shop	Adjacent Property Operator of Waterfront Pl/Westchester Ave	25 Waterfront Place	Port Chester	NY	10573
Island Park Auto Body	Adjacent Property Operator of 9 New Broad Street	29 New Broad Street	Port Chester	NY	10573



1400 Crossroads Building
2 State Street
Rochester, New York 14614
nyenvlaw.com

LINDA R. SHAW
ATTORNEY AT LAW

T 585.546.8430
C 585.414.3122
lshow@nyenvlaw.com

May 18, 2022

VIA ELECTRONIC MAIL
rlettieri@wlsmail.org

Robin Lettieri, Director
Port Chester – Rye Brook Public Library
1 Haseco Avenue
Port Chester, New York 10573

RE: Brownfield Cleanup Program Application
Applicant: 2SM Development, LLC
Site Name: South Main Petroleum Site Assemblage

Dear Ms. Lettieri:

We represent 2SM Development, LLC in its anticipated Brownfield Cleanup Program application for the above-referenced site at 8 S. Main Street, 10 S. Main Street, 14 S. Main Street, 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue, Port Chester, New York 10573. Your branch is currently the repository for this project. It is a requirement of the NYS Department of Environmental Conservation that we supply them with a letter certifying that the local library is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. To avoid significant use of your shelf space, all documents will be sent in CD format.

Please sign below and return the executed letter to my paralegal, Rebecca Stevens, by email at rstevens@nyenvlaw.com if you are able to certify that your library would be willing and able to act as the temporary public repository for this Brownfield Cleanup Program project.

Thank you.

Sincerely,

KNAUF SHAW LLP

A handwritten signature in black ink that reads "Linda R. Shaw".

LINDA R. SHAW

Yes, the Port Chester – Rye Brook Public Library is willing and able to act as a public repository for documents related to the cleanup of 8 S. Main Street, 10 S. Main Street, 14 S. Main Street, 16 S. Main Street, 15 E. Broadway and 106 Westchester Avenue, Port Chester, New York 10573 under the NYS Brownfield Cleanup Program.

A handwritten signature in blue ink that reads "Robin Lettieri".

Robin Lettieri, Director

5-18-22

Date