



**ENVIRONMENTAL EASEMENT
BLUE MOUNTAIN SHOPPING CENTER
SOUTH STREET AND WELCHER AVENUE
PEEKSKILL, WESTCHESTER COUNTY, NEW YORK
SITE ID # V00160-3**

RECEIVED

MAR 01 2007

Remedial Bureau C
Division of Environmental Remediation

Prepared For:
Kurtsam Realty Corporation
2114 Quaker Ridge Road
Croton-On-Hudson, New York 10520

Prepared By:
BELL Environmental Consultants, Inc.
230 Route 206
P.O. Box 632
Flanders, NJ 07836
February 2007
BELL Project # EOG01 93042-07

BELL ENVIRONMENTAL CONSULTANTS, INC.
ENVIRONMENTAL EASEMENT



THIS INDENTURE made this 15th day of February, 2007, between Kurtsam Realty Corporation having an office at 2114 Quaker Ridge Road, Croton-On-Hudson, New York, (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("brownfield sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of environmental easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, where an environmental remediation project leaves residual contamination at levels that have been determine to be safe for a specific sue, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that environmental easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a brownfield site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and;

WHEREAS, Grantor, is the owner of real property located in the City of Peekskill, Westchester County, New York known and designated on the tax map of the City of Peekskill as section 48.2 block 1 lot 1 & 2, being the same as that property conveyed to grantor by deed on March 3, 1986, and recorded in the Land Records of the Westchester County Clerk at page 126, liber 10032 of Deeds, comprised of approximately 5.4 acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the "Controlled Property"); and;

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of the Voluntary Cleanup Program Number V00160-3, Grantor grants, conveys and releases to Grantee a permanent Environmental



Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

- A. The Controlled Property may be used for commercial use as long as the following long-term engineering controls are employed:
- Ground Water Use Restrictions: Restriction directed at limiting or prohibiting certain uses of ground water, which may include limitations or prohibitions on well drilling.
 - Vapor Mitigation: Due to elevated levels of volatile organic compounds (VOCs) in the air, a sub-slab vapor depressurization system has been installed. This system must remain in use until the air quality is below NYSDEC criteria.
 - Asphalt Caps: The controlled property, aside from the building footprints is covered with an asphalt cap. Monitoring of the institutional and engineering control will consist of annual inspections by the property owner of the site and will include an evaluation of the asphalt caps at the property.
- B. The Controlled Property may not be used for a higher level of use such as residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishments of this Environmental Easement.
- C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold faced type:

This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant of Title 36 to Article 71 of the Environmental Conservation Law.



- D. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.
- E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with an Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.
3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.
4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, including:
1. Use of the Controlled Property for all purposed not inconsistent with, or limited by the terms, of this Environmental Easement;
 2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;
5. Enforcement.
- A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is now a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.
- B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or the Satisfactory Completion of Project provided under ECL Article 56, Title 5 with respect to the Controlled Property.
- C. Grantee shall notify Grantor of a breach or suspected beach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure



such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing its County tax map number or the Liber and Page or computerized system tracking/identification number and address correspondence to:

Division of Environmental Enforcement
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway
Albany, New York, 12233-5500

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This environmental easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its
name.

Grantor's Name

By:

[Signature]

Title:

Manager

Date:

February 15, 2007

THIS ENVIRONMENTAL EASEMENT IS HEREBY
ACCEPTED BY THE PEOPLE OF THE STATE OF
NEW YORK, Acting By and Through the
Department of Environmental Conservation

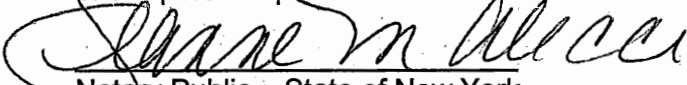
By:

Denise M. Sheehan, Acting Commissioner

**Grantor's Acknowledgement**

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

On the 15th day of FEB, in the year 2007, before me, the undersigned, personally appeared F. Schwab personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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 signatures(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

JEANNE M. ALECCI
Notary Public - State of New York
No. 01AL6079265
Qualified In Westchester County
My Commission Expires August 19, 2008 ¹⁰

Grantee's Acknowledgement

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

On the ___ day of ___, in the year of 2007, 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 is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as Commissioner of the State of New York Department of Environmental Conservation, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York



SCHEDULE A

**SURVEY MAP
LEGAL DESCRIPTION OF PROPERTY
ABSTRACT OF TITLE**

SURVEY OF PROPERTY LOCATED ON THE
NORTHEAST CORNER OF LOWER SOUTH
STREET AND WELCHER AVENUE.

CITY OF PEEKSKILL
WESTCHESTER CO., NEW YORK

Date: Dec. 4, 1992 Scale: 1"=30' Job No. 21,586

Total Area = 279,081.442 Square Feet
= 6.407 Acres

SURVEY PREPARED FOR
KURTSAM REALTY CORP.

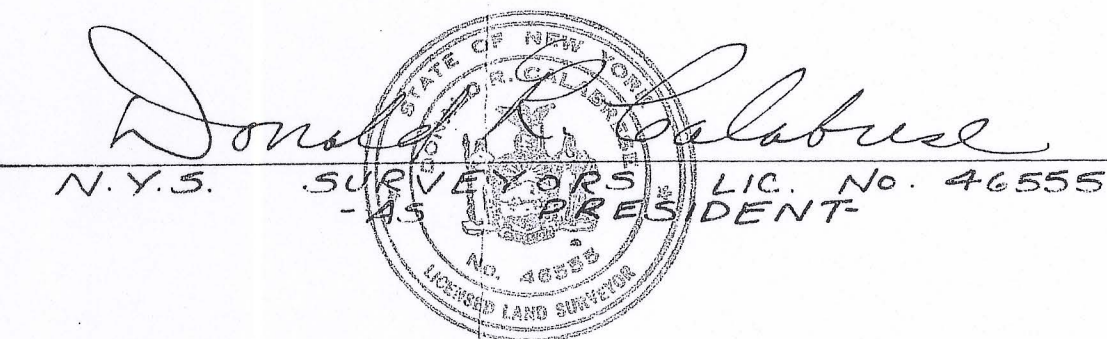
DONALD R. CALABRESE ASSOC'S INC.
LAND SURVEYORS

78 BROOK STREET

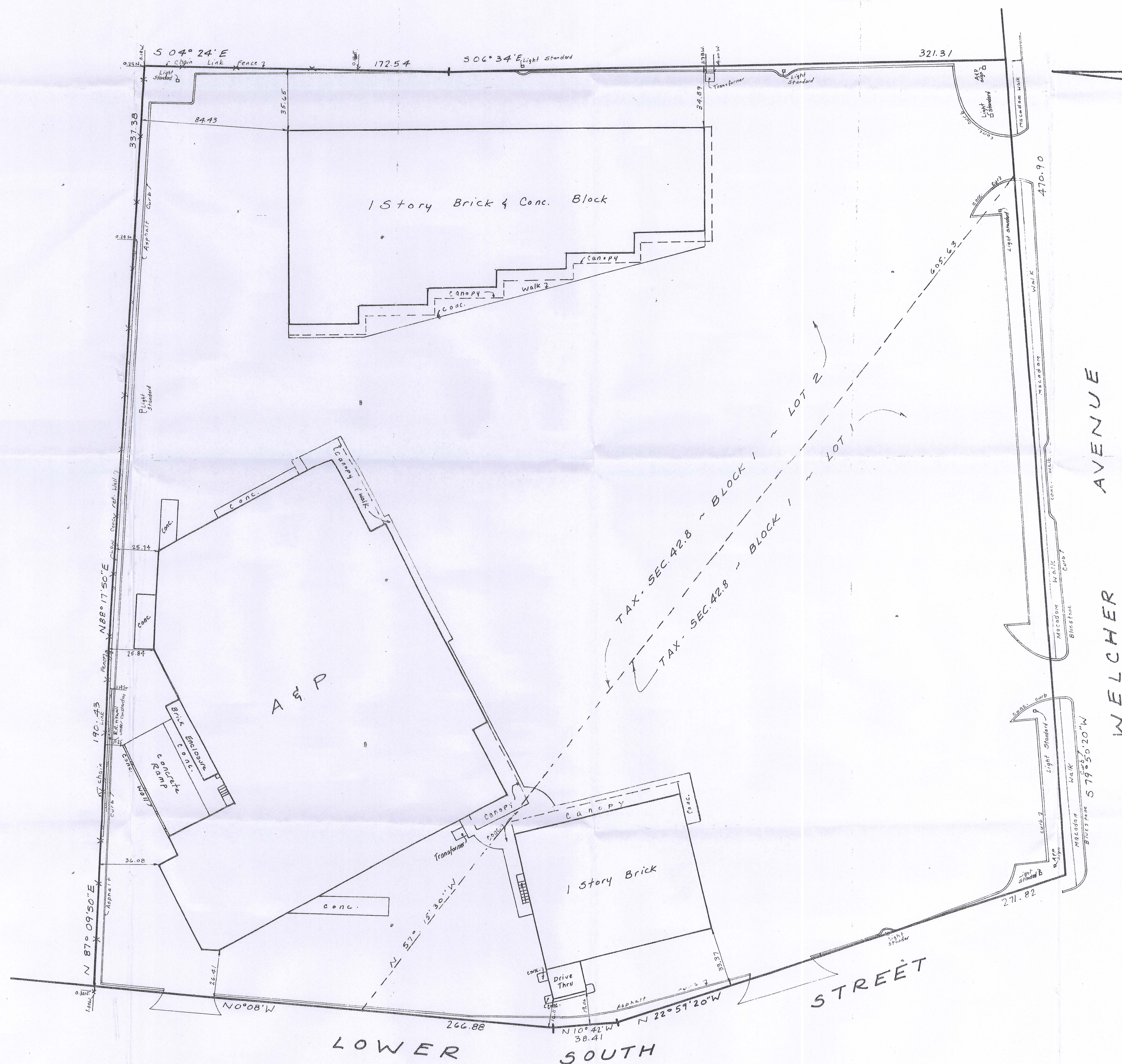
SCARSDALE, N.Y. 10583

Tel: (914) 723-0070

Fax: (914) 723-8925



"Unaffiliated alteration or addition to a survey map
bearing a licensed land surveyor's seal is a violation of
section 720, subdivision 2, of the New York State
Education Law."



Referee's Deed in Foreclosure:

CORRECTION DEED

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS DEED, made the 14th day of May nineteen hundred and ninety-one
 BETWEEN JOHN J. SHERLOCK, ESQ., 149 Grand Street, White Plains, New York

referee

duly appointed in the action hereinafter mentioned, grantor and

KURTSAM REALTY CORP., a domestic corporation, organized and existing under
 and by virtue of the laws of the State of New York, with offices at
 Suite 245, 1301 Franklin Avenue, Garden City, New York 11530

grantee

WITNESSETH, that the grantor, the referee appointed in an action between

KURTSAM REALTY CORP.

plaintiff,

and MICHAEL N. APPELL, BERNARD KOSTER, FRED FELSON, FRANK ZELLER, PEEKSKILL PLAZA
 PARTNERSHIP, GOLDEN'S TREE SERVICE, INC., and "JOHN DOE", "JANE DOE", "RICHARD
 ROE", and "MARY ROE", the names of the last mentioned defendants being fictitious, their
 true names being unknown to the Plaintiff, it being intended to designate tenants or
 persons in possession of the hereinafter described mortgaged premises, or some part
 or parts thereof, all persons who claim interest therein acquired after the filing of
 the Notice of Pendency

foreclosing a mortgage recorded on the third day of March 19 86 in the office of the
 Clerk of the County of Westchester in (Liber) ~~XXXXXX~~ 9736 of mortgages,
 at page 250 * in pursuance of a judgment entered at a motion term of the
 Supreme Court of State of N.Y. on the 10th day of May 19 90, Index # 7008/89
 and in consideration of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00)

Dollars paid by the grantee, being the highest sum bid

at the sale under said judgment does hereby grant and convey unto the grantee,
 ALL that lot, piece or parcel of land with the buildings and improvements thereon, situate
 lying and being in the City of Peekskill, County of Westchester and State of New York, at
 the intersection of the highway known as the New York and Albany Post Road, with the high-
 way known as Welcher Avenue, being bounded and described as follows:
 BEGINNING at a point at the corner formed by the intersection of the easterly side of Lower
 South Street and the northerly side of Welcher Avenue as widened and now laid out;
 THENCE running along the northerly side of Welcher Avenue as widened and now laid out, North
 79°50'20" East 470.90 feet to the Westerly line of land now or formerly of James W. Husted
 and a stone wall;
 THENCE running along said last mentioned land and the center line of said stone wall, North
 6°34' West 321.31 feet and North 4°24' West 172.54 feet to the southerly line of land now or
 formerly of Atlantic and Pacific Novelty Co. and a stone wall;
 RUNNING along said last mentioned land and the center line of said stone wall, South 88°17'50"
 West 337.38 feet, and South 87°09'50" West 190.43 feet to the easterly side of Lower South
 Street
 THENCE running along said easterly side of Lower South Street South 0°08'00" East 266.88 feet,
 South 10°42'00" East 38.41 feet, and South 22°59'20" East 271.82 feet to the point of BEGINNING

along with a certain mortgage recorded on the 17th day of September, 1987 in Liber 11630
 of mortgages at p. 279, both mortgages having been consolidated and modified to form a single
 lien on the premises, said Consolidation and Modification Agreement was recorded on the 17th
 day of September, 1987 in Liber 11630 of Mortgages at p. 301. Both these recited documents
 were filed in the office of the Clerk of the County of Westchester (div. of Land Records.)

THIS IS A CORRECTION DEED EXECUTED TO CORRECT A CERTAIN REFEREE'S DEED IN FORECLOSURE FILED
 IN THE 20th DAY OF JUNE, NINETEEN HUNDRED AND NINETY IN THE OFFICE OF THE CLERK OF THE
 COUNTY OF WESTCHESTER (DIV. OF LAND RECORDS) IN LIBER 9832 OF MORTGAGES AT PAGE 112

DO HAVE AND TO HOLD the premises herein granted unto the grantee

and assigns forever,

WITNESS WHEREOF, the grantor has hereunto set his hand and seal, the date first above written.

presence of

John J. Sherlock
 Referee

L.S.

STATE OF New York COUNTY OF Westchester

ss.:

On the 14th day of May

1991

before me came

John J. Sherlock, Esq.

to me known and known to me to be the individual

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

Joseph Louis Latwin
 JOSEPH LOUIS LATWIN
 Notary Public, State of New York
 No. 60-4643238
 Qualified in Westchester County
 Commission Expires 7/31/1991

Referee's Deed
 in
 Foreclosure

FILE NO. 201W4498

John J. Sherlock, Esq, referee

TO

Kurtsam Realty Corp.

SECTION 42.8

formerly sec 31

BLOCK 1

bl 1, lot 2, 2.1

LOT 1, 2

COUNTY OF ~~WESTCHESTER~~ Westchester
 City of Peekskill

Recorded At Request of

First American Title Insurance Company of New York

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

First American Title Insurance Company
of New York

CR 59624

Kurtsam Realty
 P.O. BOX 383
 CROTON ON HUDSON, NY

Zip No. 12520



**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

(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

PAGE

STAT'Y CHARGE

REC'ING CHARGE

REC. MGT. FUND

CROSS REFERENCE

CERT/RECEIPT

TOTAL

\$

CONSIDERATION

RECEIVED

MAY 17 1991

REAL ESTATE
TRANSFER TAX
WESTCHESTER COUNTY

MORTGE. DATE

MORTGE. 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

RECEIVED

91 MAY 17 AM 11:07

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

10172



*First American Title Insurance Company
of New York*

1 North Broadway P.O. Box 832 White Plains, New York 10601
(914) 997-1444

November 22, 1985

William Groh, Esq.
143 East State Street
Trenton, NJ 08619

Re: Title No. 201-W-4498
Premises: South St & Welcher Ave
Purchaser/Mortgagor: Peekskill Plaza
Partnership

Gentlemen:

Enclosed please find the following in connection with
the above-referenced title:

- (XX) Survey
- (XX) Survey reading Amended
- () Housing & Building
- () Certificate of Occupancy
- () Fire Department
- () Emergency Repairs
- () Board of Health
- () Fuel Oil Permit
- () Air Pollution
- () Copy of Certificate of Occupancy
- () Dept of Highways

Kindly attach same to report previously sent to you
and make it a part thereof.

Very truly yours,

MM:rs
cc: Michael Zients, Esq.

Margaret Miller
Assistant Vice President



*First American Title Insurance Company
of New York*

1 North Broadway P.O. Box 832 White Plains, New York 10601
(914) 997-1444

November 14, 1985

William Groh, Esq.
143 East State Street
Trenton, NJ 08619

Re: 201-W-4498
Peekskill Plaza Partnership -to-
US Trust Company

Dear Mr. Groh:

In confirmation of my telephone conversation with your office today, please be advised that the survey submitted by Salvatore Romeo is not suitable for title insurance purposes.

An inspection of the premises under examination reveals that variation(s) which may effect our insurance are missing from the survey map.

Should you have any questions concerning this matter, please do not hesitate to contact the undersigned.

Very truly yours,

Margaret Miller
Assistant Vice President

cc: Robinson, Silverman, Pearce,
Aronsohn & Berman, Esqs.
Att.: Michael Zients, Esq.

MM/ss

1,500,000 - Final
500,000 - ML
1,000,000 - EL



First American Title Insurance Company of New York

Proposed Insured:

Title No.: 201-W-4498

Purchaser

Effective Date: 10/9/85

Redated: ~~1/22/86~~ ~~1/24/86~~ 1-31-86

Mortgagee *Emil Landau*
US Trust Company its successors and/or assigns *hys*

Amount of Insurance

Fee \$

Mortgage ~~\$2,200,000.00~~ 1,800,000

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matter, if any, set forth in this certificate may be conveyed and/or mortgaged by:

AS TO THE LAND:

MICHAEL N. APPELL; BERNARD KOSTER; FRED FELSON; AND FRANK ZELLER,
(Title acquired by deed from Peekskill Plaza Partnership dated 6/27/80, recorded 7/9/80 in Liber 7642 cp 99.)

AS TO THE BUILDINGS:

PEEKSKILL PLAZA PARTNERSHIP
(Title acquired by deed from Emil Landau dated 6/27/80, recorded 7/9/80 in Liber 7642 cp 94.)

Premises described in Schedule "A" are known as:

Address:

County: Westchester

City: Peekskill

District:

Town:

Section: 31

Block: 1

Lot: 2, 2.1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitter

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es):

4. For Filing Officer: Date, Time, No. Filing Office

PEEKSKILL PLAZA
PARTNERSHIP
Whiteshead Road
Lawrenceville, NJ

EMIL LANDAU
One Pamela Lane
New Rochelle, NY 10804

RECEIVED
WESTCHESTER COUNTY CLERK

This Financing Statement covers the following types (or items) of property:-

All fixtures and articles of personal property, including but not limited to steam and hot-water boilers, pipes, radiators, bathtubs, water closets, refrigerators, gas and electrical fixtures, ranges, carpets, rugs, shades and all other furnishings in the building erected upon the premises, now or hereafter attached to, or used in connection with the premises, shall be deemed to be and remain and form a part of the realty and are covered by the lien of said mortgage, together with all replacements of any of the above described articles of personal property, chattels or fixtures, and all additions thereto to be permanently installed in and integrated into the building or buildings as part of the real property.

☐ Products of the Collateral are also covered.

3. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

6. Assignee(s) of Secured Party and Address(es)

80-03853

25398

The described crops are growing or to be grown on:
The described goods are or are to be affixed to:
The number to be cut or minerals or the like (including oil and gas) is on:
(Describe Real Estate Below)

No. & Street

City Peekskill

County

Westchester

Section

KX 31

Block

1

Lot

2, 1

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- ☒ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

Peekskill Plaza Partnership

By

Signature(s) of Debtor(s)

Gen. Partner

By

Signature(s) of Secured Party(ies)

) Filing Officer Copy-Numerical

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York, Pennsylvania & Texas

(78)

(4)

NOTICE UNDER MECHANIC'S LIEN LAW

To the Clerk of the County of Westchester
and to all others to whom it may concern:

PLEASE TAKE NOTICE, that KING ELECTRICAL CONTRACTORS, INC., a New York corporation having its principal place of business at 532 North High Street, Mount Vernon, New York as lienor, has and claims a lien for the principal and interest of the price and value of the labor and materials hereinafter mentioned upon the buildings and appurtenances and upon the real property upon which the same may stand, or be intended to stand, hereinafter described pursuant to the Lien Law of the State of New York and hereby states upon information and belief:

1. The name and address of lienor's attorneys are Ross & Cohen, Esqs., 655 Third Avenue, New York, New York 10017.

2. The owner of the real property is Peekskill Plaza / Partnership, c/o Arthur Schwartz, 690 Whitehead Road, Lawrenceville, New Jersey, and the interest of the owner as far as known to the lienor is owner in fee.

3. The name of the person by whom the lienor was employed and with whom the contract was made is Master

Om 11

Environmental Business Corporation d/b/a Mebco Industries, Inc.,
136-23 34th Avenue, Flushing, New York.

3a. The name of the person to whom the lienor furnished materials and for whom the lienor performed services is Master Environmental Business Corporation d/b/a Mebco Industries, Inc.

4. The labor performed included, but was not limited to, electrical wiring and modifications.

The materials furnished included, but was not limited to, electrical conduit, wire, fuses, circuit breakers and related hardware and electrical supplies.

5. The agreed price and value of the labor performed and materials furnished by the lienor is \$94,404.00.

6. The amount unpaid to the lienor for said labor performed and material furnished is \$32,404.00 for which amount this lien is filed.

7. The date upon which the first item of work and labor was performed was May 29, 1984. The date upon which the first item of material was furnished was May 29, 1984. The date upon which the last item of work and labor was performed was

September 21, 1984. The date upon which the last item of material was furnished was September 21, 1984.

8. The property subject to the lien is known and described as the A&P Food Store, Peekskill Plaza Mall on Welcher Avenue and South Street, Peekskill, New York being in Section 31, Block 1, Lots 2 and 2-1 as shown on the Land and Tax Map of the County of Westchester.

9. The said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described. That eight months have not elapsed, dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

Dated: New York, New York
November 12, 1984

KING ELECTRICAL CONTRACTORS, INC.

By: Steven Corrado

0450B

DM 11

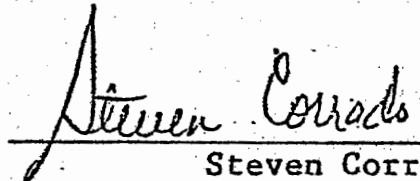
STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

Steven Corrado being duly sworn, deposes and says:

That deponent is the President of KING ELECTRICAL CONTRACTORS, INC. the lienor herein; that deponent has read the foregoing Notice of Lien and knows the contents thereof, and that the same are true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes them to be true.

The reason this verification is made by deponent is that deponent is an officer to wit, the President of KING ELECTRICAL CONTRACTORS, INC. which is a domestic corporation and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not herein stated upon deponent's knowledge are as follows: books and records of the corporation.


Steven Corrado

Sworn to before me this
day of November, 1984


Notary Public

DOMINIC J. LOFARO
Notary Public, State of New York
No. 60-7584350
Qualified in Westchester County
Term Expires March 30, 1985

DM LT

KING ELECTRICAL CONTRACTORS, INC.,
a New York corporation,

Lienor,

-against-

PEEKSKILL PLAZA PARTNERSHIP, c/o
Arthur Schwartz, 690 Whitehead
Road, Lawrenceville, New Jersey,

Owner.

-and-

ENVIRONMENTAL BUSINESS CORPORATION
c/b/a MEBCO INDUSTRIES, INC.,
36-23 34th Avenue, Flushing, New
York,

Contractor.

Amount of Lien: \$32,404

FILING OFFICE
TYPE OF DOCUMENT
PAGE 3

NOTICE UNDER MECHANIC'S LIEN LAW

DEPUTY
CHECKED BY

ROSS & COHEN
ATTORNEYS AT LAW
655 THIRD AVENUE
NEW YORK, N. Y. 10017

FILED

1984 NOV 26 AM 9:08

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

FILED

1984 NOV 28 AM 2:48

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

First American Title Insurance Company of New York

TAX SEARCH

Title No:
201-W-4498

Assessed Valuation:

Land \$55,440. 2.1 10,500.

Total \$263,835. 74,287.

Please see
tax map attached.

Assessed To: Peekskill Plaza Partnership

Address : South St. & Welcher Avenue

County of Westchester

City of Peekskill

Town

Village

School District: Hendrick Hudson

Section 31

Block 1

Lot 2, 2.1

CITY COMPTROLLER

1985 City Tax \$32,591.53 2.1 9,176.67 Year: 1/1-12/31
1st \$16,295.77 Pd. 4,588.34 Pd. Lien: 4/1
2nd \$16,295.76 Open 4,588.33 Open Due: 4/1-10/1

1985/86 School \$17,199.32 2.1 4,842.74 Year: 7/1-6/30
1st \$ 8,599.66 Pd. 2,421.37 Pd. Lien: 8/1
2nd \$ 8,599.66 Open 2,421.37 Open Due: 8/1-2/1

Water Account # 21-1083.01 Water to 7/19/85 \$ 20.25 Open 10/28/85
.02 \$151.54 Open 20.25 open
.03 \$208.37 Open 132.86 open
.04 \$ 20.25 Open 202.42 open
.05 \$ 52.20 Open 20.25 open
.06 \$181.10 Open 28.15 open
.08 \$ 20.25 Open 369.31 open
.09 \$ 20.25 Open 20.66 open
.10 \$100.44 Open 21.07 open
37.26 open

Our policy does not insure against such items which have not become a lien up to the date of closing, or installments due after such date. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut.

If the tax lots above mentioned cover more or less than the premises under examination, this fact will be noted herein. In such case, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.

,12
,13

20.25 open
186.32 open

28

MATCH LINE

P/O
65AC

Brook

NEW YORK

SOUTH

86AC

CENTRAL

①

2 3/4 AC
6AC

5.4 AC

MATCH LINE

24-12-1
13 3/4 AC

TURNPIKE

PEEKSKILL

AVENUE

WELCHER

ROAD

BLOCH-AVENUE

STREET

③

3.85 AC

POST

4 5 6

BRIARCLIFF

WOOD STREET

WOOD STREET

WOOD STREET

WOOD STREET

WOOD STREET

WOOD STREET

WOOD STREET

WOOD STREET

WOOD STREET

TOWN OF CORTLANDT

CITY OF PEEL
WESTCHESTER

Westchester County

City Taxes

City	Tax	Fiscal Year Begins	Due Dates	Lien Dates
Mount Vernon	City	January 1	January and July 1	January 1
	School	July 1	July and January 1	July 1
	County & Sewer	January 1	April 1	January 1
New Rochelle	City	January 1	January and July 1	When confirmed
	School	July 1	October and April 1	When confirmed
Peekskill	City	January 1	February, April, July and October 1	February 1
	School	July 1	July and February 1	July 1
Rye	City	January 1	February and May 1	February 1
	City School District	July 1	August and November 1	August 1
	School District #1	July 1	August and November 1	August 1
White Plains	City	July 1	July and January 1	July and January 1
	School	July 1	July and January 1	July 1
	Sewer	January 1	April 1	January 1
Yonkers	City	July 1	July, October and January 1	When confirmed
	Sewer	January 1	April 1	When confirmed

*State, County and Sewer District Taxes levied by the County of Westchester, but collected by the Cities of White Plains and Yonkers. In the City of Yonkers, such taxes become a lien when confirmed and are due April 1, with a fiscal period of January 1 to December 31.

TOWN AND SCHOOL TAXES (except in the above listed Cities)

In all towns School Taxes are due in two payments, the first payment due September 1, and the second due January 1, except: The School Taxes for Eastchester and Scarsdale are due in one payment on September 1. In the Village of Bronxville they are payable with the Village Tax on June 1 and December 1. They become a lien in all Towns on September 1 unless directed otherwise by resolution of the Town Board. The Fiscal Year for all School Taxes will commence on July 1.

The Town Tax for the Town of Harrison becomes a lien on February 1 and is payable in two payments. These payments become due on February and June 1. They also obtain payment for the State, County and Sewer District Taxes for a Fiscal Year beginning on January 1—Due Date and Lien Date of April 1. In all other Towns, the Town Tax is Due and becomes a Lien on April 1. In all Towns, the Fiscal Year begins on January 1.

Village Taxes

Village	Fiscal Year	Due Dates	Lien Dates
Ossining	January 1 to December 31	January and July 1	January 1
Portchester	April 1 to March 31	May and November 1	May 1
Scarsdale	June 1 to May 31	July 1	July 1
Eighteen Other Villages	June 1 to May 31	July 1	June 1

The entire annual Village Tax is due on June 1 for the following Villages: Buchanan, Croton, Dobbs Ferry, Elmsford, Larchmont, Pelham, Pelham Manor, The Village Tax is to be paid in two payments on June and December 1 for the following Villages: Ardsley, Briarcliff Manor, Bronxville, Hastings, Irvington, Mamaroneck, Mount Kisco, Tuckahoe, North Tarrytown, Pleasantville and Tarrytown.

Westchester Taxes: Penalties are added if the tax is not paid within 30 days from the date it is payable. Inquiry should be made as to interest and penalties.

*The School Taxes for the Town of Eastchester are now permitted to be paid in halves. The first half is due September 1, and the second half is due on January 1.

THIS INFORMATION IS BELIEVED TO BE ACCURATE BUT IS NOT GUARANTEED.

*First American Title Insurance Company
of New York*

Title No.
201-W-4498

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

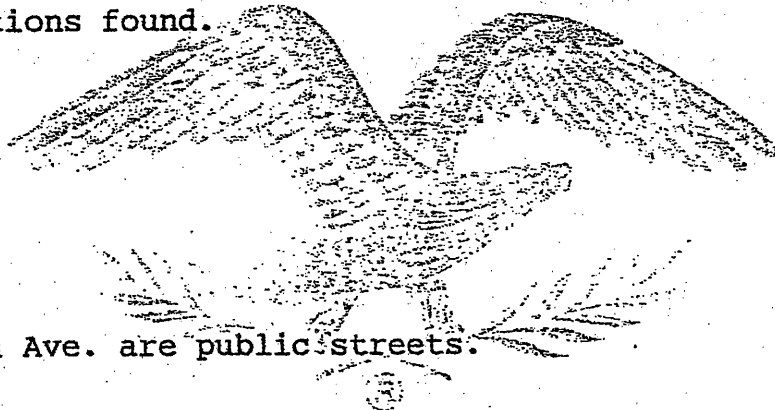
Any searches or returns reported herein are furnished FOR INFORMATION ONLY. They will not be insured and the company assumes no liability for the accuracy thereof. They will *not be continued* to the date of closing.

Search made by Department of Buildings:

Shows no violations found. No C. of O. found for this Bldg.
by City of Peekskill Bldg. Dept. Copy of C. of O. herewith
for shed.

Search made by Fire Department:

Shows no violations found.



Street Report:

Main St. & Gran Ave. are public streets.

STREET VAULTS

In New York City, if there is a STREET VAULT, it is suggested that applicant investigate possible unpaid license fees by the City of New York for the use of such vault, because the right to maintain it IS NOT INSURED, nor does the Company insure that the vault charges have been paid.

CITY OF PEEKSKILL, N. Y.

No. 138

Certificate Of Occupancy and Compliance

Issued 8/1 19 63 To Evelyn Miller
Permit No. 2947 Location 1701 Main St Peekskill
Tax Map _____ Section 30 Block 13 Lot 2
Use District C-3 General Commercial

This Certifies that the

(Description of Bldg.) 1 Story Open Shed

situated on the above mentioned premises has been completed and complies with the provisions of the Building Code and Zoning Ordinance of the City of Peekskill and permission is hereby granted for its occupancy for the purpose specified below

Storage and Display

or that permission for such use has been granted by the Zoning Board of Appeals by order dated 19

Type of Variance _____

Special Conditions Subject to construction of Dry well for Roof
Drains as Required by Westchester County Dept. of Public
Works

Dry well ok
9/5/63

Fee 2.00

Quick

Joseph C. Maloney
Building Commissioner

MEMORANDUM OF LEASE

LESSOR:

Frank Zeller 12.5% interest
Michael N. Appell 35% interest
Bernard Koster 26.25% Interest
Fred Felson 26.25% interest

Dated: 6/27/80
Recd: 7/22/80
Liber 7643 mp 793

LESEE: Peekskill Plaza Partnership

First American Title Insurance Company of New York

Title No. _____

REPORT OF CLOSING

By whom closed _____ Date Closed _____

Transaction closed at office of _____

The persons present were:

Name	Address	Interest

The identity of the persons executing the papers delivered on closing was established by the following evidence: _____

Title policy is to be sent _____

Check Box if
Mtge. Policy
delivered on closing

☐

(Fee) - To _____

Address _____

(Mtge.) - To _____

Address _____

The following instruments were executed and delivered:

1. Kind of instrument _____

By _____

To or With _____

Dated _____ Recorded _____

L. _____ p. _____

Consideration or amount \$ _____

CLOSER: (a) Always PRINT Name of Insured fully and completely and write all other names legibly. (b) Where there are two persons, indicate whether husband or wife. (c) If first names are unusual indicate whether male or female. Abstract fully terms of payment of any mortgage delivered on closing. Show addresses of all grantees and individual mortgagees.

Recitals in instrument, and other pertinent information or instructions *must* be noted here.

(See Over)

Continuation - Page 2

RECEIVED N. to LEAR Received on 1 7643, CP 793
DATE 6-27-80

Lesson: Michael N. Appel
Bernard Korten
Fred Felton
Frank Zellen

Lessee: Peckitt Plaza Company

*First American Title Insurance Company
of New York*

Title No. 201-W-4498

SCHEDULE A

ALL of their undivided right, title and interest in all that lot, piece or parcel of land with the buildings and improvements thereon, situate lying and being in the City of Peekskill, County of Westchester and State of New York, at the intersection of the highway known as the New York and Albany Post Road, with the highway known as Welcher Avenue, being bounded and described as follows:

Insure
BEGINNING at a point at the corner formed by the intersection of the easterly side of Lower South ~~Road~~ *Street*, and the northerly side of Welcher Avenue as widened and now laid out;

thence running along the northerly side of Welcher Avenue as widened and now laid out, North $79^{\circ} 50' 20''$ East 470.90 feet to the Westerly line of land now or formerly of James W. Husted and a stone wall;

thence running along said last mentioned land and the center line of said stone wall, North $6^{\circ} 34'$ West 321.31 feet, and North $4^{\circ} 24'$ West 172.54 feet to the southerly line of land now or formerly of Atlantic and Pacific Novelty Co. and a stone wall;

running along said last mentioned land and the center line of said stone wall, South $88^{\circ} 17' 50''$ West 337.38 feet, and South $87^{\circ} 09' 50''$ West 190.43 feet to the easterly side of Lower South Street;

thence running along said easterly side of Lower South Street South $0^{\circ} 08' 00''$ East 266.88 feet, South $10^{\circ} 42' 00''$ East 38.41 feet, and South $22^{\circ} 59' 20''$ East 271.82 feet to the point of BEGINNING.

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

FOR
CONVEYANCING
ONLY

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



First American Title Insurance Company of New York

SCHEDULE B

Hereinafter set forth 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. ~~CM 11~~ Rights of tenants or person in possession, if any.

See 10-11 — 2. ~~acceptance~~ Taxes, tax liens, tax sales, water rents, sewer rents and assessments set forth herein.

Exapt — 3. Survey Reading: See sheet annexed.

4. Mortgages of record: FOUR

Exapt — (A) Liber 7593 mp 340;

Exapt — (B) Liber 7759 mp 628, which two mortgages at (A) and (B) were consolidated by the terms of the latter; held of record by Prudential Savings Bank;

CM 11 for Taxman only — (C) Liber 8168 mp 116, assigned in Liber 8215 mp 335, held of record by ~~Bank Leumi Trust Company~~ ^{Collateral} ~~Bank Leumi Trust Company~~ ^{MICHAEL N. APPEL, ROBERT KATZ, and FISHMAN and BANK ZILBER; and Bank Leumi Trust Company of New York}

Exapt — (D) Liber 8168 mp 153, modified by Agreement in Liber 8366 mp 311 and assigned in Liber 8372 mp 571, held of record by Gertrude Landau (Due to the fact that this mortgage is held by a private individual, a satisfaction piece is required to omit this mortgage. A "pay-off" letter cannot be accepted.)

Exapt — (5) Assignments of Rents and Leases recorded as follows:

- A) Liber 7351 cp 646;
- B) Liber 7351 cp 657;
- C) Liber 7351 cp 668;
- D) Liber 7351 cp 679;
- E) Liber 7351 cp 690;
- F) Liber 7388 cp 342; and
- G) Liber 7354 cp 183.

First American Title Insurance Company
of New York

Title No. 201-W-4498

SCHEDULE B (Continued)

6. The following judgment must be satisfied of record in the Westchester County Clerk's Office:

JUDGMENT

Dawes, a Division of May Sports Inc. Amount: \$2,366.53
850 Sherman Avenue Dock.: 10/12/83
Hamden, CT Perf.: 18008/83
v. Court: Westchester
County
Michael Appel, d/b/a Atty: Corwin & Friedman,
North Ave. Bicycles Esqs.
556 North Avenue 34 South Broadway
New Rochelle, New York White Plains, NY

Vol. 172

7. Title to personal property is not insured, but the U.C.C. Financing Statement shown on the attached schedule must be satisfied and discharged of record as it is filed so as to affect the real property. (See photocopy annexed).

8. One (1) Mechanics Lien shown on the attached schedule must be discharged of record in the County Clerk's Office. (See photocopy annexed)

9. Proof is required as to the date of formation of Peekskill Plaza Partnership, a partnership, and as to the names of all parties or persons interested as partners therein and proof shown that there has been no change in the composition of the partnership by either adding or dropping partners since its formation.

10. The Articles (Agreement) of Partnership of Peekskill Plaza Partnership must be submitted to the Title Company for consideration prior to closing. In the absence of articles all of the partners must consent in writing or join in the execution of the closing deed or mortgage.

NOTE - Deed to Michael N. Appell, et al, recorded in Liber 7642 cp 99 contains a recital conveying land only and NOT the buildings or improvements situated on the premises therein.

12. Memorandum of Lease recorded in Liber 7643 cp 793 and the Terms and conditions of the underlying lease referred to therein.

First American Title Insurance Company of New York

Title No.

SCHEDULE B (Continued)

- Except* 13. Memorandum of Lease in Liber 5931 cp 147 and Amendments thereto (Lessee is the Great Atlantic and Pacific Tea Company, Inc.)
- Except* 14. The Chase Manhattan Bank, N.A. must consent to the mortgage and must subordinate its lease to the Mortgage to be insured herein.
- Except* 15. The Great Atlantic and Pacific Tea Company, Inc. must consent to the Mortgage and must subordinate its lease to the Mortgage to be insured herein.
16. If the wrap-around mortgage insured herein is to be insured for the full amount of the mortgage, the following exceptions will be added:
- Except* *Omit*
- A) Estoppel Certificates to be procured from the holders of prior mortgages.
 - B) The insured mortgagee must join in the mortgage for the express purpose of assuming the obligations of paying the principal and interest indebtedness owing on the prior mortgages.
 - C) Liability hereunder is limited to the amount disbursed by the mortgagee, and interest thereon, but such liability shall not include disbursements made subsequent to the date of the policy:
 - 1) Unless such disbursement increased the debt under the insured mortgage and are made by the mortgagee out of its own funds pursuant to an obligation to disburse or protect the lien of the insured mortgage and
 - 2) Unless the insured mortgage provides that such disbursements are secured thereby and, as to obligations or rights of prior lienors, that the mortgagee shall be subrogated to the right of said prior lienors.

NOTE: Upon proofs submitted to the Company, Exceptions # 14, 15 & 16A, will be omitted per closing.

Page 3-A
L.R.I.

*First American Title Insurance Company
of New York*

Title No.

SCHEDULE B (Continued)

AMENDED SURVEY READING

Survey made by John Salvatore Romeo dated 3/9/85, last brought to date 11/18/85 shows premises are improved by Three (3) 1 story brick buildings; also shows the following:

- 2747
- A) Curbs partly on southerly and westerly portions of premises herein and partly on Welcher Avenue and Lower South Street; Policy excepts rights and easements of others by reason thereof;
 - B) Overhead wires, poles and vent on Lower South Street; said wires cross westerly portion of premises; policy excepts rights and easements of others by reason thereof;
 - C) Open drain grate inside southerly record line; Policy excepts rights and easements of others by reason thereof;
 - D) Chain link fence generally on northerly line;
 - E) Chain link fence east of easterly line an undisclosed distance;
 - F) Edge of macadam pavement south of northerly line and west of easterly line an undisclosed distance;
 - G) Utility poles south of northerly line. Note - Inspection made 11/22/85 shows an additional pole and utility wires extending from said poles to premises adjoining on the north; Policy excepts rights and easements of others by reason thereof;
 - H) Transformer inside easterly record line; Policy excepts rights and easements of others by reason thereof;
 - I) Manholes within record lines; Policy excepts rights and easements of others by reason thereof;
 - J) Light poles inside southerly, westerly and easterly record lines; Policy excepts rights and easements of others by reason thereof;
 - K) Drainage intakes, pipes and storage pit throughout premises;
 - L) Macadam extends onto Welcher Avenue and Lower South Street.

*First American Title Insurance Company
of New York*

Title No. ~~201-CP-4498~~

SCHEDULE B (Continued)

SURVEY READING

Until survey is received and read into title, policy will except any state of facts an accurate survey may show.

The distances, dimensions and locations of the boundary lines of the premises herein described cannot be guaranteed without a survey acceptable and approved by the Law Department of this Company.

Superintendent

*First American Title Insurance Company
of New York*

Title No. 201-W-4498

MORTGAGES

A
Mortgagor: E. Landau Industries, Inc.

Amount: \$ 450,000.00

Dated: 5/7/74

Mortgagee: Prudential Savings Bank

Recorded: 5/20/74

Liber: 7593

Record: Page: 340

Reel:

Except

-continued-

First American Title Insurance Company
of New York

Title No. 201-W-4498

MORTGAGES
(continued)

B
Mortgagor: Emil Landau

Amount: \$ 400,000.00

Dated: 8/3/76

Mortgagee: Prudential Savings Bank

Recorded: 8/9/76

Liber: 7759

Record: Page: 628

Reel:

Consolidated with mortgage in Liber 7593 mp 340 to form
a lien for \$838,909.13.

Exact

-continued-

First American Title Insurance Company of New York

Title No. 201-W- 4498

MORTGAGES (continued)

Mortgagor: Peekskill Plaza Partnership

Amount: \$ 2,100,000.00

Dated: 6/27/80

Mortgagee: Michael N. Appell - 35%;
Bernard Koster - 26.25%;
Fred Felson - 26.25%; and
Frank Zeller - 12.50%

Recorded: 7/9/80

Liber: 8168

Record: Page: 116

Reel:

This is a wrap-around mortgage which includes in its inception the obligations of the original mortgage recorded in L 7583 mp 340, L 7759 mp 624, L 8168 mp 116.

ASSIGNMENT OF MORTGAGE

Michael N. Appell - 35%;
Bernard Koster - 26.25%;
Fred Felson - 26.25%; and
Frank Zeller - 12.50%

Dated: 11/30/80

Recorded: 1/5/81

Liber: 8215

Page: 335

to

Bank Leumi Trust Company
of New York
579 5th Avenue
New York, NY

Assigns mortgage recorded in Liber 8168 mp 116 *x* as collateral security.

-continued-

*Omit for
This Transfer only -
Subscribed*

*First American Title Insurance Company
of New York*

201-W-4498

**MORTGAGES OF RECORD
(continued)**

B
Mortgagor: Peekskill Plaza Partnership Amount: \$ 675,000.00

Dated: 6/27/80

Mortgagee: Emil Landau

Recorded: 7/9/80

Liber: 8168

Page: 153

MODIFICATION AGREEMENT

Michael N. Appell, Bernard J. Koster, Fred H. Felson,
Frank Zeller, and Arthur Schwartz

Dated: 11/2/81

Recorded: 8/23/82

Liber: 8366

with

Page: 311

Emil Landau

Modifies mortgage recorded in Liber 8168 mp 153

ASSIGNMENT OF MORTGAGE

Emil Landau

Dated: 8/27/82

to

Recorded: 9/13/83

Gertrude Landau

Liber: 8372

Page: 571

Assigns mortgage recorded in Liber 8168 mp 153

*On 17 for this
Transmittal only
Subordinated*

ASSIGNMENT OF LEASE

E Landau Industries Inc. and
John Saekel

to

Prudential Savings Bank

Dated: 5/1/74

Recorded: 9/16/76

Liber: 7351

Page: 679

As additional security for consolidated mortgages for \$850,000 to the party of the first part assigns to the party of the third part all rights, title and interest in and to lease dated 3/10/65 made by Peekskill Plaza Corporation to the party of the second part.

ASSIGNMENT OF LEASE

E Landau Industries Inc. and
On-The-Dot Cleaners, Inc.

to

Prudential Savings Bank

Dated: 5/6/74

Recorded: 9/16/76

Liber: 7351

Page: 690

As additional security for consolidated mortgages for \$850,000 to the party of the first part assigns to the party of the third part all rights, title and interest in and to lease dated 3/18/60 made by Peekskill Plaza Corporation to the party of the third part.

ASSIGNMENT OF LEASE

E Landau Industries Inc. and
On-The-Dot Cleaners Inc.

to

Prudential Savings Bank

Dated: 5/6/74

Recorded: 4/28/77

Liber: 7388

Page: 342

Re: Recording of Liber 7351 cp 690 to add corporate seal of the party of the second part.

ASSIGNMENT OF LEASE

E Landau Industries Inc. and Great
Atlantic & Pacific Tea Company Inc.

to

Prudential Savings Bank

Dated: 5/6/74

Recorded: 9/29/76

Liber: 7354

Page: 183

Assigns right title and interest in and to lease to the party of the second part.

ASSIGNMENT OF LEASE

E Landau Industries Inc. and
Benjamin Martorano

Dated: 5/5/74

to

Recorded: 9/16/74

Prudential Savings Bank

Liber: 7351

Page: 646

As additional security for consolidated mortgage for \$850,000 to the party of the first part assigns to the party of the third part all rights, title and interest in and to lease made by Peekskill Corporation to Benjamin Martarano dated 3/30/67.

ASSIGNMENT OF LEASE

E Landau Industries Inc. and
George Olson

Dated: 5/6/74

to

Recorded: 9/16/74

Prudential Savings Bank

Liber: 7351

Page: 657

As additional security for consolidated mortgage for \$850,000 to the party of the first part to the party of the third part rights, title and interest in and to lease dated 5/1/72 made by Peekskill Plaza Company to James T. Kell.

ASSIGNMENT OF LEASE

E Landau Industries Inc. and
Chase Manhattan Bank N.A.

Dated: 5/6/74

to

Recorded: 9/16/74

Prudential Savings Bank

Liber: 7351

Page: 668

As additional security for consolidated mortgages for \$850,000 to the party of the first part assigns to the party of the third part all right, title and interest in and to lease dated 11/5/73 made by Peekskill Plaza Corp. to the party of the second part.

-continued-