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By appointment only

*Please direct all inquiries
to the Main Office*

September 15, 2022

Via UPS Overnight and Email to chrisk@townofcortlandt.com

Hon. David Douglas, Chairperson
Town of Cortlandt Zoning Board of Appeals
Town Hall
1 Heady Street
Cortlandt Manor, New York 10567

***Re: The Gurdjieff Foundation Inc.
Application for Interpretation***

Dear Chairperson Douglas and Members of the Board:

This law firm represents The Gurdjieff Foundation Inc. ("the Foundation"). The Foundation is requesting an interpretation of the determination of the Director of Code Enforcement dated August 15, 2022 with respect to the Foundation's proposed use of the property located at 1065 Quaker Bridge Road E as a place of worship and religious instruction and/or as a pre-existing non-conforming use. Enclosed please find the following:

- 1) An original Zoning Board of Appeals Application form, with accompanying addendum, signed and notarized by the applicant, The Gurdjieff Foundation Inc. The applicant is contract vendee in a contract of sale to purchase the property from Danish Home for the Aged Inc.
- 2) The authorization of the current owner of the property, Danish Home for the Aged Inc.
- 3) Ten (10) copies of the Director of Code Enforcement's determination dated August 15, 2022, which is the subject of applicant's request for interpretation.
- 4) A copy of the deed to the property located at 1065 Quaker Bridge Road E.
- 5) A copy of the contract of sale to which applicant is the contract vendee.

6) A check in the amount of \$300.00 made payable to the Town of Cortlandt as per the Town's fee schedule.

Thank you for your consideration. Please feel free to contact me with any questions.

Very truly yours,

STENGER, DIAMOND & GLASS, LLP

Karen E. Hagstrom

KAREN E. HAGSTROM

khagstrom@sdglaw.com

KEH/jm

Cc: The Gurdjieff Foundation, Inc

Case No. _____
Date: _____

TOWN OF CORTLANDT
DEPARTMENT OF TECHNICAL SERVICES
Planning Division
Town Hall, 1 Heady Street, Cortlandt Manor, NY 10567
914-734-1080
www.townofcortlandt.com
chrisk@townofcortlandt.com

ZONING BOARD OF APPEALS APPLICATION

Site Data:

Section 68.15 Block 2 Lot 1 Zone: R-80

Street Address: 1065 Quaker Bridge Road E

Project Description: Use of property by The Gurdjieff Foundation Inc. as a place of worship and religious instruction and/or as a pre-existing non-conforming use
Circumstances of particular application:

Please see attached addendum

Application is hereby made for the following Variance, Interpretation and/or Special Permit under the Town Code:

Chapter: 307 Section: 14/15/Att.2 Chapter: 307 Section: 83

Is adjacent property in the same ownership? Yes _____ No X

Does any officer/employee of the Town of Cortlandt have any interest in this application as defined in the General Municipal Law Section 809? Yes _____ No X If yes, attach a sheet describing the nature and extent of that interest.

Applicant:

Name: The Gurdjieff Foundation Inc.

Address: 123 E. 63rd St., New York, NY 10065

Phone: _____ Mobile: (516) 318-0582

Owner:

Name: Danish Home for the Aged Inc.

Address: P.O. Box 334, Croton-on-Hudson, NY 10520

Phone: (914) 271-3052 Mobile: _____

Lessee:

Name: _____

Address: _____

Phone: _____ Mobile: _____

Architect/ Engineer/ Surveyor:

Name: DTS Provident Design Engineering

Address: 1 North Broadway, White Plains, NY 10601

Phone: (914) 428-0010 Mobile: _____

Attorney:

Name: Karen Hagstrom, Stenger, Diamond & Glass, LLP

Address: 1136 Route 9, Wappingers Falls, NY 12590

Phone: (845) 298-2000 Mobile: (845) 554-6969

Confirmation All Taxes Paid: _____ Date: _____

Authorization:

State of New York, County of Westchester, Joseph Giannola being duly sworn deposes and says he/she is the owner, or authorized representative by attached completed proxy statement, and is duly authorized to perform or have performed said work and to make and file this application: that all statements are true and to the best of their knowledge and belief, and that he/she has read the foregoing appeal and knows the contents thereof.

Sworn to before me

this 14 day of September, 2022.

Owner or Authorized Representative Signature: _____

Print Name: Joseph G Giannola

Notary Public: _____

Michael Rocco Velardi
NOTARY PUBLIC, State of New York
NO. 01VE6429524
Qualified in Suffolk County
Commission Expires February 14, 2026

ZBA Application Addendum: The Gurdjieff Foundation, Inc.

Background

We represent The Gurdjieff Foundation, Inc. (hereinafter, “Foundation”). The Foundation is a not-for-profit corporation formed in 1953 in New York County, recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, because it is organized and operated exclusively for charitable purposes.

The Foundation is in contract to purchase property owned by The Danish Home for the Aged, Inc. (hereinafter, “Danish Home”), which is located at 1065 Quaker Bridge Road East (hereinafter, Property). The Property consists of several structures situated upon 48 acres in the R-80 zoning district (See, Exhibit “C”).

The Danish Home used the Property as a home for the aged and discharged its last patient in November of 2020. While the Danish Home surrendered its operating license to the Department of Health, it is still under the Department of Health’s regulatory authority and is presently performing activities required by the Department of Health. The last resident staff member moved out of the Danish Home in January of 2022, less than one year ago.

Prior to the use of the Property by the Danish Home, it was operated as a resort hotel by The Ramble Hill Resort Club Corp. By opinion dated December 7, 1953, the ZBA determined that the Danish Home’s use of the Property was a continuance of a non-conforming use, considering the use as “comparable to a residential hotel”, and affirmed the action of the Building Inspector in the issuance of a Certificate of Occupancy. A copy of the 1953 ZBA decision is annexed as Exhibit “A”. As discussed below, the Foundation seeks to continue the non-conforming use as “comparable to a residential hotel”.

The Foundation’s Certificate of Incorporation states that the purposes for which it is formed are to collect and receive “property, and to use the same, including any income accrued thereon from time to time, to foster the study of the problem of evolution of man and his harmonious self-development and his place in the universe, in accordance with the system of ideas taught by G. Gurdjieff and recorded by P.D. Ouspensky...”. A copy of the Certificate of Incorporation is annexed as Exhibit “B”.

As explained in further detail below, the “system of ideas taught by G. Gurdjieff” are grounded in religion and the activities at the Property will teach and implement those religious ideas. For that reason, the Foundation’s proposed use is permitted in the R-80 zoning district as a place of worship and religious instruction. Only site plan approval is required.

The proposed use of the Property by the Foundation is permitted as of right under two independent bases: 1) as a continuation of the pre-existing non-conforming use “comparable to a residential hotel”, not subject to any approvals; and 2) as the permitted use as a place of worship and religious instruction, subject only to site plan approval.

The Proposed Use of a Place of Worship and Religious Instruction

While the Foundation’s proposed use of the Property fits squarely within the permitted use of a place of worship and religious instruction, in consultation with Town Staff, the Foundation offered to and did pursue its application to the Planning Board under the category of non-school curriculum program, to give the Town greater control over the use through the conditions of a special use permit. The Foundation’s application for special use permit and site plan approvals was submitted to the Planning Board on February 16, 2022. It is respectfully requested that all submissions made to the Planning Board in conjunction with that application be deemed incorporated into this ZBA appeal.

Attached as **Exhibit “C”** is a general overview of the proposed use of the Property by the Foundation, along with an aerial map of the property, as submitted to the Planning Board in its original application.

After objections raised by Brad Schwartz, Esq., and after further consultation with Town Staff, by letter dated July 8, 2022, the Foundation requested amendment of its application based upon the permitted use of a place of worship and religious instruction (“Church or other place of worship and religious instruction, parish house, rectory or convent and nursery school”), under the category of “Institutional, Recreational and Public Uses”. The July 8, 2022, letter to the Planning Board is annexed as **Exhibit “D”**.

The July 8, 2022, letter discusses in detail the religious underpinnings of the Foundation. **Exhibit “D”**.

The Town Code does not define “place of worship” or “religious instruction”. Code §307-4 states that words not defined in the Town Code, or in the New York State Uniform Fire and Prevention Code, shall have the meanings given in the most recent edition of Webster’s Unabridged Dictionary, and that uses listed in the Table of Permitted Uses shall be further defined by the Standard Industrial Classification (hereinafter “SIC”) Manual, United States Office of Management and Budget. The activities of the Foundation clearly meet those applicable dictionary and SIC Manual definitions, which were discussed and included as an attachment to the Foundation’s July 8, 2022, letter. **Exhibit “D”**.

By letter dated July 22, 2022, Brad Schwartz, Esq., attorney for the “Greater Teatown Alliance” submitted a “response” to the Foundation’s July 8, 2022, letter. A copy of Mr. Schwartz’s July 22, 2022 letter is annexed as **Exhibit “E”**.

Mr. Schwartz's July 22, 2022, letter was very problematic, because it raised points which were misleading and incorrect, as thoroughly discussed in a letter from the Foundation to Martin Rogers, Director of Code Enforcement (hereinafter, "DCE"), dated August 5, 2022. A copy of the August 5, 2022, letter is annexed as **Exhibit "F"**. Moreover, Mr. Schwartz's client has not, and likely cannot, demonstrate standing to contest the proposed use of the Property by the Foundation. The standing issue was raised and met with silence.

Upon information and belief, and as discussed below, Mr. Schwartz's misleading and incorrect statements were effective because they were improperly relied upon by Mr. Rogers.

The Denial Under Appeal

By memorandum dated August 15, 2022, Martin Rogers, DCE, determined the proposed use of the Property by the Foundation is not permitted, based upon two statements: 1) "The Certificate of Incorporation is for a Membership Corporation not a Religious Organization", and 2) "The Danish Home is/was a conforming use in the current Town Code". A copy of the August 15, 2022, denial memorandum (hereinafter, the "Denial") is annexed as **Exhibit "G"**. The Denial is devoid of any citing references or discussion.

A. The Certificate of Incorporation

Mr. Rogers states the proposed use is not permitted as a place of worship and religious instruction because "The Certificate of Incorporation is for a Membership Corporation not a Religious Organization". There is no further explanation, and this statement is unclear.

The Foundation's Certificate of Incorporation states it is for the "purpose of forming a membership corporation pursuant to the Membership Corporation Law of the State of New York". **Exhibit "B"**.

While the Religious Corporation Law is used to incorporate denominational churches, the New York Not-For-Profit Corporations Law, which replaced the Membership Corporations Law, is regularly used to form religious organizations which are not churches.

The Religious Corporations Law is devoted to the organization and government of the various denominational churches and the Membership Corporations Law, now the Not-For-Profit Corporations Law, is applicable to charitable organizations with religious underpinnings, such as the Foundation. *Taylor v. Day Star Baptist Church*, 196 Misc. 449 (1949), citing *In re Watson's Estate*, 171 N.Y.256 (1902) (Young Men's Christian Association, while charitable and religious, designed to diffuse the blessings of education and Christianity, not religious corporation).

By stating “Church or other place of worship”, the Town Code clearly contemplates the inclusion of religious organizations which are not churches.

Likewise, while the Certificate of Incorporation does not use the word “religious”, it states the purposes for which the Foundation is formed are to collect and receive “property, and to use the same, including any income accrued thereon from time to time, to foster the study of the problem of evolution of man and his harmonious self-development and his place in the universe, in accordance with the system of ideas taught by G. Gurdjieff and recorded by P.D. Ouspensky...”

As discussed in detail above and in the attached exhibits, Gurdjieff’s teachings are grounded in religion and the activities at the Property will teach and implement those religious ideas.

Importantly, this Board is without jurisdiction to define the religion of the Foundation. Grounded in the First Amendment of the United States Constitution and freedom of religion, the Court of Appeals has held that “it is for religious bodies themselves, rather than the courts or administrative agencies, to define, by their teachings and activities, what their religion is. The courts are obliged to accept such characterization of the activities of such bodies...unless it is found to be insincere or sham”. *Holy Spirit Assn. for Unification of World Christianity v. Tax Com. Of New York*, 55 N.Y.2d 512 (1982). The Foundation is unquestionably not insincere or a sham. It has operated multiple properties in furtherance of its exempt purposes since 1953.

Therefore, contrary to the Denial, the Foundation’s Certificate of Incorporation is for an organization with a religious purpose.

B. The Pre-Existing Nonconforming Use

The Denial states, “The Danish Home is/was a conforming use in the current Town Code.

To the contrary, as stated in the 1953 ZBA Decision, the use of the Property by the Danish Home was permitted as the continuation of the non-conforming use “comparable to a residential hotel”, as a “residential home for the aged”. **Exhibit “A”**.

Further, the 1953 ZBA decision states, “We will not countenance any mental institution, sanitarium or similar use, or nursing home, in this area...” (emphasis added) **Exhibit “A”**.

Upon information and belief, the genesis for the DCE’s incorrect conclusion that the Danish Home is a conforming use was the adoption of Mr. Schwartz’s argument that Town Code §307-83 converted the non-conforming use of the Property by the Danish Home into a permitted use by a special use permit. This argument falls on its face upon closer examination.

Town Code §307-83 provides that any use, for which a special use permit may be granted, which use was existing at the time of adoption of this section, which then designated the use as requiring a special permit, shall be deemed to have been granted a special permit.

The Table of Permitted Uses states that a “hospital or nursing home” is permitted with a special permit in the R-80 district.

In his July 22, 2022, letter, Mr. Schwartz incorrectly referred to the use of the Property by the Danish Home “as a nursing home”. Exhibit “E”, p. 5.

While the Town Code does not define a nursing home, this Board has already decided a home for the aged, such as the Danish Home, is a separate and distinct use from a nursing home. As noted above, the ZBA distinguished the use of a home for the aged, which it permitted, from a nursing home, which it would not permit. Exhibit “A”.

This Board is bound by its 1953 decision. Administrative agencies, such as this ZBA, are required to follow their own precedent, and an agency that deviates from its established rule must provide an explanation for the modification so that a reviewing court can “determine whether the agency has changed its prior interpretation of the law for valid reasons or has simply overlooked or ignored its prior decision”. *Terrace Court, LLC v. New York State Div. of Housing and Community Renewal*, 18 N.Y.3d 446 (2012).

This is consistent with the different licensing requirements and levels of patient care for nursing homes and homes for the aged. Nursing homes and adult homes are different licenses, issued and regulated by different parts of the New York State Department of Health, Division of Quality and Surveillance for Nursing Home and IDFs/MR. Adult Care Facilities, including Adult Homes, Enriched Housing Programs (EHPs) and Adult Residences, are overseen by a different branch of the Department.

The Danish Home, as a home for the aged, was not a conforming use at the time of the adoption of the Town Code §307-83, or thereafter. Therefore, the conclusion of the DCE, based upon the different use of a nursing home, which the Danish Home is not, must be reversed.

Conclusion

Upon information and belief, the DCE came to incorrect conclusions based upon a submission from Mr. Schwartz, Esq., that misstated the facts and law, and that should not have been considered, because Mr. Schwartz’s client, the Greater Teatown Alliance, has not established standing, and presumably cannot, to oppose the Foundation’s application. Certainly, that should be the rule when this Board hears this application.

The above unequivocally demonstrates that the formation of the Foundation under the Membership Corporations Law, now the Not-For-Profit Corporations Law, does not in any way diminish the status of the Foundation as a religious organization, a permitted use in the R-80 district. An organization, such as the Foundation, does not have to be a denominational church to be religious.

It also unequivocally demonstrates that the pre-existing non-conforming use of the Property by the Danish Home as a home for the aged, as “comparable to a residential hotel”, as authorized by this Board in 1953, did not convert into a special permit, by virtue of Town Code §307-83. The Danish Home is not a nursing home.

For the above reasons, it is respectfully requested that the Denial be reversed in its entirety, and that this Board issue a determination that the Foundation’s proposed use is permitted under two independent bases: 1) as a continuation of a pre-existing non-conforming use, “comparable to a residential hotel”, and 2) as a house of worship and religious instruction.

EXHIBIT A

----- X
 In the Matter :
 of :
 The Ramble Hill Resort Club Corp. :
 for a Certificate of Occupancy. :
 ----- X

The Building Inspector reported an application of the RAMBLE HILL RESORT CLUB CORP. for a Certificate of Occupancy. At present there is operated on these premises a resort hotel. The Certificate is for use as a home for the aged. The present use is for transient guests who eat and stay there. The query is directed to whether the home for the aged is a continuance of a non-conforming use.

The property is devoted to a non-conforming use at present. There is a contemplated continuation of a non-conforming use, which is lesser in intensity of activity than a hotel. There should be a reduction in traffic activity, both pedestrian and vehicular because the users will reside there permanently and the transient hotel feature will be eliminated. We consider the use as comparable to a residential hotel.

This is not an application for a variance or a special permit and the large tract of property, except for its non-conformity use of the building, will be affected by the provisions of the ordinance relating to non-conformity uses and set forth in Section 9.

We believe that the contemplated use

We affirm the action of the Building Inspector. We also point out that in Article V that the effect of the Certificate of Occupancy is to validate the use of the land and building only so long as it is in full conformity with this ordinance and other laws. No structural alterations are contemplated as Mr. Oswald, Building Inspector, advises us. Therefore, the use is to be permitted.

We will not countenance any mental institution, sanitarium or similar use, or nursing home, in this area, and any attempt to expand the use beyond the feature as a home for the aged, will be grounds to annul the Certificate. We feel that the owner, or contemplated owner, must follow the literal terms of section 9. The Building Inspector reported, too, that the danish Home for Aged will be the occupants and the permit he issues will be limited to their use of these premises for a residential home for the aged.

Dated: Croton-on-Hudson, N.Y.
December 7th, 1953.

mm

Abraham Shein
Chairman
Zoning Board of Appeals

STATE OF NEW YORK)
COUNTY OF WESTCHESTER: SS.:
TOWN OF CORTLANDT)

I have compared the preceding or annexed copy of an opinion of the Zoning Board of Appeals, with the original filed in this office and DO HEREBY CERTIFY the same to be a correct transcript therefrom and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name
this 21 day of Dec., 1953.

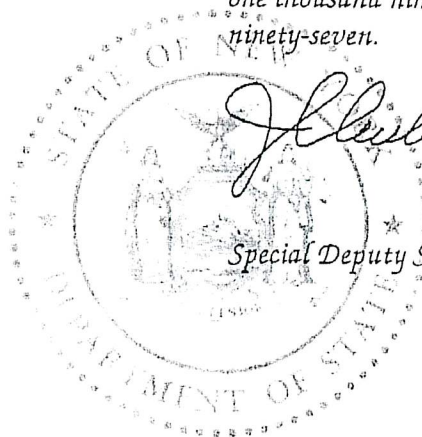
EXHIBIT B

State of New York } ss:
Department of State

I hereby certify, that the certificate of incorporation of THE GURDJIEFF FOUNDATION, INC. was filed on 04/28/1953, as a Not-for-Profit corporation and that a diligent examination has been made of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

I further certify, that no other certificates have been filed by such corporation.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 18th day of December
one thousand nine hundred and
ninety-seven.*



J. Leub
Special Deputy Secretary of State

199712190610 38

CERTIFICATE OF INCORPORATION

-of-

THE GURDJIEFF FOUNDATION, INC.

Pursuant to the Membership Corporations Law

- - - - -

We, the undersigned, for the purpose of forming a membership corporation pursuant to the Membership Corporation Law of the State of New York, DO HEREBY CERTIFY:

FIRST: The name of the proposed corporation shall be THE GURDJIEFF FOUNDATION, INC.,

SECOND: The purposes for which it is to be formed are as follows:

To collect and receive, by gift, devise, bequest and donation, moneys or property, and to use the same, including any income accrued thereon from time to time, to foster the study of the problem of evolution of man and his harmonious self-development through a better understanding of himself and his place in the universe, in accordance with the system of ideas taught by G. Gurdjieff and recorded by P. D. Ouspensky, as follows:

(i) By preserving and perpetuating for future generations the work of G. Gurdjieff in all fields of his activity;

(ii) By conducting and financing research in the study of the history of philosophy, science and art to establish their common origins and different psychological levels;

(iii) By establishing and supporting centers for research and experiment in the sciences and arts;

(iv) By organizing and holding public and private meetings, concerts, recitals and exhibitions to demonstrate the system of ideas developed by G. Gurdjieff and recorded by P.D. Ouspensky;

(v) By publishing books and periodicals devoted to psychological studies and the system of ideas taught by G. Gurdjieff and recorded by D. P. Ouspensky;

(vi) By granting scholarships and fellowships to persons interested in the study of the system of ideas developed by G. Gurdjieff and recorded by P. D. Ouspensky, and by arranging for the travel and study of persons interested in such system in the United States and other countries;

(vii) By doing any and all other things necessary or proper in connection with or incidental to any of the foregoing.

Nothing herein contained shall -

- (a) Authorize the corporation to disburse any of its earnings in a manner whereby part or all of such net earnings would insure to the benefit of any of its members; or
- (b) To carry on propaganda or otherwise attempt to influence legislation.

THIRD: The territory in which its operations are principally to be conducted is in the State of New York and

other States of the United States.

FOURTH: The City and County in which its office is to be located is the City and County of New York.

FIFTH: The number of its directors shall be no less than three (3), and shall not exceed fifty (50).

SIXTH: The names and residences of the directors until the first annual meeting are:

<u>NAMES</u>	<u>RESIDENCE ADDRESSES</u>
DORA FURTH	179 Joralemon Street, Brooklyn, New York.
GEORGE A. SPIEGELBERG	23 East 92nd Street, New York, New York.
ROBERT H. PREISKEL	59 Joralemon Street, Brooklyn, New York.
LEON SILVERMAN	110-35 72nd Road, Forest Hills, Long Island, New York
ROBERT KAGAN	10 Stuyvesant Oval, New York, New York.

SEVENTH: All of the subscribers to this Certificate are of full age; at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York. Of the persons named as directors, at least one is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed

and acknowledged this Certificate, this 17th day of April,
1953.

Dora Furth

George A. Spiegelberg

Robert H. Preiskel

Leon Silverman

Robert Kagan

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

On this 17th day of April, 1953, before me personally appeared DORA FURTH, GEORGE A. SPIEGELBERG, ROBERT H. PREISKEL, LEON SILVERMAN and ROBERT KAGAN, to me known and known to me to be the individuals described in and who executed the foregoing Certificate of Incorporation, and severally duly acknowledged to me that they executed the same.

HOWARD D. WESTRICH
Notary Public, State of New York
No. 31-9628300
Qualified in New York County
Certs. filed with Kings & Bronx Co. Clerks
N.Y., Kings and Bronx Co. Registers
Term expires March 30, 1954

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.;

DORA FURTH, GEORGE A. SPIEGELBERG, ROBERT H. PREISKEL, LEON SILVERMAN and ROBERT KAGAN, being duly sworn, depose and say, and each for himself deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and he is of full age, a citizen of the United States, and a resident of the State of New York.

Sworn to before me this)
17th day of April, 1953)

HOWARD D. WESTRICH
Notary Public, State of N.Y.
No. 31-9628300
Qualified in N.Y. County
Certs. filed with Kings &
Bronx Co. Clerks
N.Y., Kings and Bronx Co.
Registers
Term expires March 30, 1954

Dora Furth

George A. Spiegelberg

Robert H. Preiskel

Leon Silverman

Robert Kagan

I, WILLIAM C. HECHT, Jr., a Justice of the
Supreme Court of the First Judicial District, hereby ap-
prove the foregoing Certificate of Incorporation of THE
GURDJIEFF FOUNDATION, INC.

WILLIAM C. HECHT, Jr.
Justice of the Supreme Court of
the State of New York.

Dated: April 23rd, 1953.

EXHIBIT C

The intent of the Gurdjieff Foundation is to preserve and sustain the Danish Home property as an architectural, environmental and neighborhood asset that can serve as a location for the activities of its members. To support those activities, the Foundation aims to maintain buildings and grounds to provide an atmosphere of quiet and contemplation. The Foundation centers its work on the study of the methods and teachings of G.I. Gurdjieff. He was an author, teacher and musician, whose ideas were influenced by various ancient cultural and religious sources. Central to this philosophy is a focus on the individual human being in relation to others and all the influences of life. The Foundation's membership consists primarily of adults between the ages of 45 through 70 years old, generally from professional backgrounds such as doctors, lawyers, engineers, architects, educators and artists.

The program undertaken by the Foundation includes workshops on the study of these ideas and practical application, along with the study of movement, creative arts and crafts. The activities are based on the concepts of self-help and self-awareness to promote a more humane manner of interacting with oneself and the world.

The activities, programs and workshops that the Gurdjieff Foundation anticipate taking place on the property will mostly be several days in duration. Most weekends would begin on Friday evening and end mid-day Sunday. Weeklong programs are generally from Saturday to Saturday, or Sunday to Sunday. There may also be some single day activities, typically from 9:00 in the morning to 5:00 in the afternoon. These activities would generally have between 20 and 100 participants. That number includes people taking care of cooking, housekeeping and other necessities. We don't anticipate having more than 75 people sleeping at the property, exclusive of residents in the caretaker's house. We may also have weekday meetings, typically twenty people or less, generally in the evening.

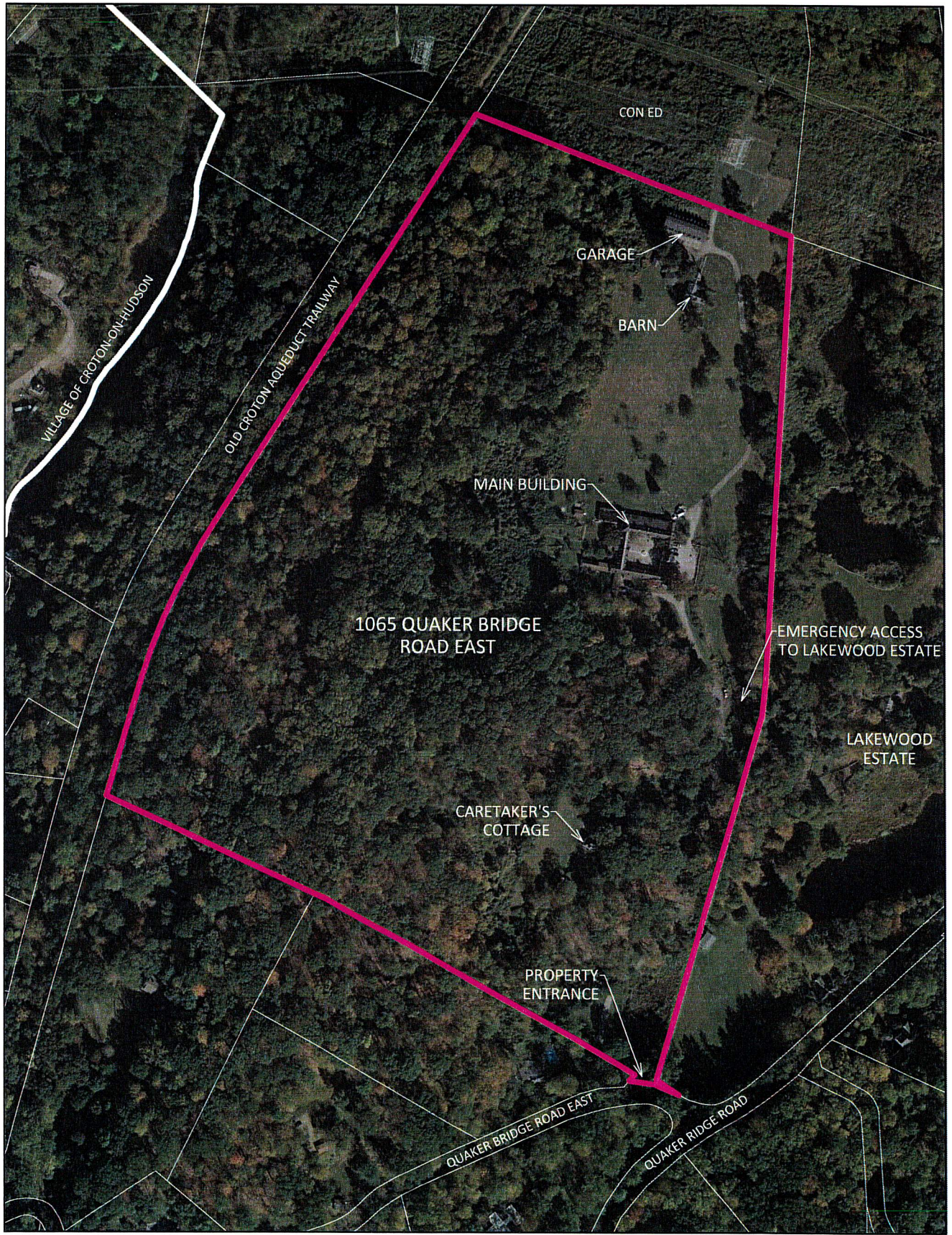
Foundation events, whether week-long events in the summer or shorter weekend events, usually follow a similar schedule. Several members will plan the event, decide on a program and determine who will attend. Participants typically arrive in the late afternoon or early evening. Some come earlier to help with preparations for the event, which might include cooking and receiving deliveries from local vendors. Once everyone arrives they will typically share a meal and a period of meditation before retiring for the night.

Each day usually begins with meditation and breakfast for everyone. After eating, participants divide into different groups, taking care of practical necessities, caring for the grounds, or working together on crafts or other activities, such as mind-body exercise, gardening, philosophical study, or similar activities. Lunch together may be followed by a rest period, and then a continuation of the group work of the morning. The evening meal is often followed by an activity for all participants, which could be listening to music, listening to readings, or a meeting. During some events, there may be classes in dance movement during the day.

The last day of the event often ends in the late morning, after participants have had a meal together and cleaned up the premises.

Activities that generate noise will be infrequent. Apart from equipment that may be needed for building maintenance, most equipment will consist of small power tools, some shop equipment (primarily in the garage) and equipment required to maintain the grounds. The most noise is likely to be associated with grounds keeping, and likely to be similar to current levels. The Foundation will not employ the use of any loudspeakers on the grounds of the property, nor will music from any of the events be audible from outside the building or immediately adjacent grounds. The main building is more than 400 feet from the nearest neighbor's buildings, and the garage is over 1,000 feet away from the nearest building on adjacent properties. The property has wooded areas along the boundaries with all residential properties. Given the distances and the protected nature of the property, along with little or no noise in excess of typical residential levels, noise from Foundation activities is anticipated to have no impact on neighboring properties.

For many reasons, the Foundation intends to keep traffic into the property at the lowest practical levels. We intend to take advantage of the proximity to the Croton train station to encourage members to make use of public transit. Participants driving to the property can pick up others at the train station to reduce trips. Based on our experience at our New York City property, we expect that many will carpool from their homes with other members. We may purchase a van to facilitate pickups from the train station. There may be a few occasions each year when we hire a bus to bring people from New York City. These would typically be small buses, and would arrive and leave at the beginning and end of activities (most likely only for some events lasting four days or more).



0 150 300

DTS • PROVIDENT
Intelligent Land Use

Sources:
Aerial Photo: Google Earth, Oct 2020
GIS Data: Westchester County GIS
Survey of Property by Badey & Watson, 2022

AERIAL PHOTO

THE GURDJIEFF FOUNDATION
TOWN OF CORTLANDT, NEW YORK

FIGURE NO. 1

EXHIBIT D



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By appointment only

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By appointment only

*Please direct all inquiries
 to the Main Office*

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 Stephen E. Diamond*
 Jessica J. Glass
 Karen E. Hagstrom
 Ian C. Lindars
 Albert P. Roberts
 PARTNER EMERITUS

July 8, 2022

Hon. Loretta Taylor, Chairperson
 Town of Cortlandt Planning Board
 Town Hall
 1 Heady Street
 Cortlandt Manor, New York 10567

Mary Kate Ephraim
 Jad Haddad
 A.J. Iuele

Re: *Application of The Gurdjieff Foundation, Inc. for the property of the Danish Home for the Aged, Inc. located at 1065 Quaker Bridge Road East*

OF COUNSEL
 Colby Creedon
 Joan F. Garrett**

Dear Chairperson Taylor and Members of the Planning Board:

PARALEGALS
 Elizabeth Amicucci
 Jennifer Arno
 Jillian Medina
 Alison Secor

We represent The Gurdjieff Foundation Inc. (“Foundation”) with respect to its pending application for site plan and special use permit approvals for a non-school curriculum program at 1065 Quaker Bridge Road East, Town of Cortlandt, New York (“Property”). The Foundation is scheduled to appear at the July 12, 2022 meeting.

Amendment of the Application

CLOSING COORDINATORS
 Maria L. Jones
 Sandra A. Turner

While, as discussed below, the Foundation’s proposed use of the Property fits squarely within the permitted use in the R-80 district of a place of worship and religious instruction, the Foundation offered to and did pursue its application under the category of a non-school curriculum program, to give the Town greater control over the use through the conditions of a special use permit.

* ALSO ADMITTED IN FL & MA
 ** ALSO ADMITTED IN CT

However, given the recent objections to the current application set forth in the letter of Brad Schwartz, Esq. to this Board, dated June 2, 2022, and in further consultation with Town staff, we respectfully request amendment of the Foundation’s application based upon the use of “Church or other place of worship and religious instruction, parish house, rectory or convent and nursery school,” under the category of “Institutional, Recreational and Public Uses.” Because this is a permitted use in the R-80 district, a special use permit is not required.

By copy of this letter, we request that Martin Rogers, the Director of Code Administration and Enforcement, who also serves as the Town's Zoning Enforcement Officer, determine in writing that the proposed use of the Property, as described by the Foundation, constitutes the permitted use of a place of worship and religious instruction.

We further request that the Board, at the July 12, 2022 meeting, schedule the public hearing for site plan approval.

The Foundation's Use of the Property as a Place of Worship and Religious Instruction

The Gurdjieff Foundation Inc. is a non-profit foundation incorporated in the State of New York and recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, as it is organized and operated exclusively for charitable purposes.

The activities of the Foundation are based on the methods and teachings (both written and oral) of George I. Gurdjieff. He was an author, teacher and musician, whose ideas were influenced by numerous religious traditions and practices. Central to this teaching is a focus on the individual human being in relation to all the influences of life, with the emphasis on self-study and self-awareness to promote more harmonious personal development and harmonious relations with other human beings and the world.

Gurdjieff often referred to his teaching as esoteric Christianity. He emphasized the need to "know thyself" for all those who seek true knowledge and being." His teaching speaks of an omnipotent and benevolent creator of all things. According to this teaching, there is in man's subconscious an aspect of the creator, that includes conscience, and man's aim and purpose in life is to discover this in himself, and thereby be better able to serve others, the Earth, and the creator.

The activities of the Foundation are integral to many spiritual traditions and religions: (1) meditation and contemplation; (2) study of religious texts, including writings by Gurdjieff and his pupils; (3) lectures, seminars, and discussions; (4) classes in sacred dance; (5) practice of crafts; and (6) music studies. Except for activities related to physical maintenance, finances, and the day-to-day administration of the Foundation, all gatherings of members of the Foundation include one or more of these activities. Some or all of these types of activities are important aspects of Christian, Buddhist, Jewish, Hindu, Islamic and many other long established religious traditions.

The Foundation has had places where members congregate since its inception shortly after Gurdjieff died in 1949. Most gatherings begin with a period of group meditation. Any time members come together for a day or longer, each day begins with group meditation, and there is often a time for meditation at the end of the day. Many events include classes in Sacred Dance, and often performances of music written by Gurdjieff in association with Thomas de Hartmann. Many of the dances and music pieces are prayers. In addition to studying texts, there is often work on writing, translating, or transcribing, usually with the intent of publishing material related to the teaching, either privately or publicly. Lectures, presentations, and group discussions that explore and expound on the teaching are a regular occurrence. Work on crafts is conducted in

ways that are similar to those of the Benedictines and other spiritual communities, as a means toward developing attention, self-realization, giving a tangible form to the spirit of the teaching, and providing a service. The Foundation will use the Property as a place where all of these activities may take place.

Some quotes illustrate the religious underpinnings of the Gurdjieff teaching:

"I will say that, if you like, this is esoteric Christianity."

"You know the prayer 'Holy God, Holy the Firm, Holy the Immortal?' This prayer comes from ancient knowledge. Holy God means the Absolute or All. Holy the Firm also means the Absolute or Nothing. Holy the Immortal signifies that which is between them... All three taken together make one. This is the coexistent and indivisible Trinity."

"What may be called the 'astral body' is obtained by means of... hard inner work and struggle... If it is formed it may continue to live after the death of the physical body, and it may be born again in another physical body. This is 'reincarnation.'"

- P.D. Ouspensky quoting Gurdjieff in "In Search of the Miraculous"

The Town of Cortlandt Code

The Town of Cortlandt Code ("Code") does not define "place of worship" or "religious instruction." Code §307-4, Definitions, states, "Words not defined in either place (the Code, or the New York State Uniform Fire and Prevention Code) shall have the meanings given in the most recent edition of Webster's Unabridged Dictionary. Uses listed in the Table of Permitted Uses shall be further defined by the Standard Industrial Classification Manual, United States Office of Management and Budget."

The Standard Industrial Classification Manual, United States Office of Management and Budget, contains Industry Group number 866, Religious Organizations, under Industry No. 8661, Religious Organizations, which is defined as follows, and enclosed:

Establishments of religious organizations operated for worship, religious training or study, government, or administration of an organized religion, or for promotion of religious activities. Other establishments maintained by religious organizations such as educational institutions, hospitals, publishing houses, reading rooms, social services and secondhand stores, are classified according to their primary activity....

The Foundation clearly meets this definition because it is operated for worship, religious training, and study and for the promotion of religious activities.

Also enclosed are the definitions of “worship” and “religious” from the most recent edition of Webster’s Unabridged Dictionary. Clearly, the enclosed definitions embody the core belief and teachings of Gurdjieff, described in detail above, of the outside creator, the awareness of the creator within oneself, the astral body and reincarnation, and the promotion of a more harmonious personal development and harmonious relations with other human beings and the world. All of the activities conducted by the Foundation at the Property, but for physical maintenance, finances, and the day-to-day administration of the Foundation, center around the religious beliefs and teachings of Gurdjieff.

The Foundation’s Certificate of Incorporation states the purposes for which it is formed are to collect and receive “property, and to use the same, including any income accrued thereon from time to time, to foster the study of the problem of evolution of man and his harmonious self-development and his place in the universe, in accordance with the system of ideas taught by G. Gurdjieff and recorded by P.D. Ouspensky....” A copy of the Certificate of Incorporation is enclosed.

The “system of ideas taught by G. Gurdjieff” are religious and spiritual in nature and the activities at the Property will teach and implement those religious and spiritual ideas.

In the Alternative, the Foundation’s Proposed Use of the Property Qualifies as a Pre-Existing Non-Conforming Use

The property was formerly operated as a resort hotel by The Ramble Hill Resort Club Corp. By opinion dated December 7, 1953, the Zoning Board of Appeals determined that the home for the aged by the Danish Home was a continuance of a non-conforming use, considering the use as “comparable to a residential hotel,” and affirmed the action of the Building Inspector in the issuance of a Certificate of Occupancy.

While the Danish Home discharged its last resident in November of 2020 and surrendered its operating license to the Department of Health, the Danish Home is still under the Department of Health’s regulatory authority and is presently performing activities required by the Department of Health. Until recently, the Danish Home had resident staff residing at the property on a full-time basis. The last resident staff member moved out of the Danish Home in January 2022. The Property is currently staffed twenty-four hours a day, seven days a week, by five staff members, four of whom perform security and maintenance functions. The fifth, Erik Andersen, serves as Executive Director and is responsible for the ongoing corporate correspondence, negotiation of insurance, legal, accounting, fuel, and outside contractors. Mr. Andersen is also responsible for fulfillment of the Department of Health Closure Plan, which is ongoing and has obligations that extend into 2026.

Code §307-79, entitled “Effect of cessation of nonconforming use of building”, states that nonconforming use status terminates if the use of a building “ceases for any reason for a continuous period of one year or more”.

A discontinuance of a non-conforming use “connotes a complete cessation so that a minimal nonconforming function, of itself, would not constitute an abandonment.” *Town of Islip v. P.B.S.*

Marina, Inc., 133 A.D.2d 81 (2d Dept. 1987). Given this minimal standard, and based upon the above facts, the non-conforming use of the Property by the Danish Home remains, and a Certificate of Occupancy should be issued to our client as a continuation of that use.

Conclusion

The Foundation's proposed use of the Property is permitted by two independent bases: 1) as a place of worship and religious instruction, a permitted use subject to site plan approval, and 2) as the continuation of a pre-existing non-conforming use.

Thank you for your consideration. Please feel free to contact me with any questions.

Very truly yours,

STENGER, DIAMOND & GLASS, LLP

Karen E. Hagstrom

KAREN E. HAGSTROM

khagstrom@sdglaw.com

KEH/jm

Cc: Michael J. Cunningham, Esq.
Chris Kehoe, AICP
Martin Rogers, Code Director
Brad Schwartz, Esq.
client

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET

**STANDARD
INDUSTRIAL
CLASSIFICATION
MANUAL**

1987

Industry
Group
No. Industry
No.

864 **CIVIC, SOCIAL, AND FRATERNAL ASSOCIATIONS—Con.**

8641 **Civic, Social, and Fraternal Associations—Con.**

Insurance, Major Group 63. Homeowner, tenant, and condominium associations primarily engaged in managing real estate are classified in Real Estate, Industry 6531.

- | | |
|---|--|
| <ul style="list-style-type: none"> Alumni associations and clubs Bars and restaurants owned and operated for members of organizations only Booster clubs Businesspersons clubs, civic and social Citizens' unions Civic associations Community membership clubs, other than amusement and recreation clubs Condominium associations, except property management Fraternal associations, other than insurance offices | <ul style="list-style-type: none"> Fraternal lodges Fraternities and sororities, except residential Homeowner associations, except property management Parent-teacher associations Singing societies Social clubs, membership Taxpayers' associations Tenant associations, except property management University clubs Veterans' organizations Youth associations, except hotel units |
|---|--|

865 **POLITICAL ORGANIZATIONS**

8651 **Political Organizations**

Membership organizations established to promote the interests of a national, State, or local political party or candidate. Also included are political groups organized to raise funds for a political party or individual candidates. Fundraising organizations operating on a contract or fee basis are classified in Industry 7389.

- | | |
|--|---|
| <ul style="list-style-type: none"> Political Action Committees (PACs) Political campaign organizations Political fundraising, except on a contract or fee basis | <ul style="list-style-type: none"> Political organizations and clubs |
|--|---|

866 **RELIGIOUS ORGANIZATIONS**

8661 **Religious Organizations**

Establishments of religious organizations operated for worship, religious training or study, government or administration of an organized religion, or for promotion of religious activities. Other establishments maintained by religious organizations, such as educational institutions, hospitals, publishing houses, reading rooms, social services, and secondhand stores, are classified according to their primary activity. Also included in this industry are religious groups which reach the public through radio or television media. Establishments of such religious groups which produce taped religious programming for television are classified in Industry 7812, and those which produce live religious programs are classified in Industry 7922. Establishments of such groups which operate radio or television stations are classified in Communications, Major Group 48.

- | | |
|---|--|
| <ul style="list-style-type: none"> Churches Convents Monasteries Religious instruction, provided by religious organizations | <ul style="list-style-type: none"> Religious organizations Shrines, religious Temples |
|---|--|

worship



Reference Unabridged Dictionary ▾

Content Type Main Entry ▾

[Advanced Search \(/advanced-search.php\)](/advanced-search.php) »

12 entries found for "worship" in the Unabridged Dictionary

Exact matches:

1. ¹**worship** (noun) (worship)

2. ²**worship** (verb) (worship)

[See all matches containing "worship" \(/unabridged/worship\)](/unabridged/worship)

[Unabridged Dictionary \(/unabridged/worship\)](/unabridged/worship) [Collegiate Dictionary \(/collegiate/worship\)](/collegiate/worship)

[Collegiate Thesaurus \(/thesaurus/worship\)](/thesaurus/worship)

¹ wor·ship \

noun \ 'wər-shəp also 'wɔr-

1a archaic : HONOR (</unabridged/honor>), REPUTE (</unabridged/repute>), CREDIT (</unabridged/credit>)

b archaic : DIGNITY (</unabridged/dignity>), IMPORTANCE (</unabridged/importance>), RANK (</unabridged/rank>)

c sometimes capitalized, chiefly British : a person of standing or importance — used as a title or mode of address especially for holders of various high offices <his Worship the Sheriff — Max Peacock>

2 : the reverence or veneration tendered a divine being or supernatural power also : an act, process, or instance of expressing such veneration by performing or taking part in religious exercises or ritual <all worship is an effort of the individual to realize ... the real presence of the Divine — W. W. Comfort>

3 : a form or type of worship or religious practice with its creed and ritual <foreigners had been thronging to Rome, bringing with them their foreign cults, and she had permitted these worships — John Buchan> <members of the Handsome Lake worship may greet each as brother and sister — F. W. Voget>

4 : respect, admiration, or devotion for an object of esteem <it cannot be called love that a lad of twelve ... felt for an exalted lady, his mistress: but it was worship — W. M. Thackeray> <the worship of the movie hero — J. M. Barzun> <the worship of the machine — C. I. Glicksberg> <the materialism of America, its new sense of power, its old worship of success — Irwin Edman>

Origin of WORSHIP

Middle English *worschipe*, *worshipe*, from Old English *weorthscipe*, from *weorth* worthy + *-scipe* -ship — more at worth (</unabridged/worth>)

First Known Use: before 12th century (sense 1a)

[Pronunciation Symbols \(/info/pronsymbols.html\)](/info/pronsymbols.html)

Cite this Entry

"Worship." *Merriam-Webster's Unabridged Dictionary*, Merriam-Webster, <https://unabridged.merriam-webster.com/unabridged/worship>. Accessed 7 Jul. 2022.

Style: MLA

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religious 

Reference Unabridged Dictionary ▾

Content Type Main Entry ▾

[Advanced Search \(/advanced-search.php\)](/advanced-search.php) »

10 entries found for "religious" in the Unabridged Dictionary

Exact matches:

1. ¹**religious** (adjective) (religious)
2. ²**religious** (noun) (religious)

See all matches containing "religious" (</unabridged/religious>)

[Unabridged Dictionary \(/unabridged/religious\)](/unabridged/religious) [Collegiate Dictionary \(/collegiate/religious\)](/collegiate/religious)

[Collegiate Thesaurus \(/thesaurus/religious\)](/thesaurus/religious)

¹ re·li·gious adjective \ ri-'li-jes

1 : relating to that which is acknowledged as ultimate reality : manifesting devotion to and reflecting the nature of the divine or that which one holds to be of ultimate importance : exemplifying the influence of religion : PIOUS (</unabridged/pious>), GODLY (</unabridged/godly>) <a religious purpose> <a religious man> <religious attitude>

2 : committed, dedicated, or consecrated to the service of the divine : set apart to religion <a Buddhist monk of a religious order> <the religious life of a nun> <religious offerings>

3 : of or relating to religion : concerned with religion : teaching or setting forth religion <religious liberty> <a religious duty> <a religious poet> also : SACRED (</unabridged/sacred>), HOLY (</unabridged/holy>) <a religious book> <religious rites>

4a : scrupulously and conscientiously faithful <religious in his observance of rules of health>

b : FERVENT (</unabridged/fervent>), ZEALOUS (</unabridged/zealous>)

Origin of RELIGIOUS

Middle English, from Old French *religieus*, from Latin *religiosus*, from *religio* religion + *-osus* -ous — more at religion (</unabridged/religion>)

First Known Use: 13th century (sense 1)

Related to RELIGIOUS

See Synonym Discussion at devout (</unabridged/devout>)

Pronunciation Symbols (</info/pronsymbols.html>)

Cite this Entry

"Religious." *Merriam-Webster's Unabridged Dictionary*, Merriam-Webster, <https://unabridged.merriam-webster.com/unabridged/religious>. Accessed 7 Jul. 2022.

Style: MLA

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[Change Email \(/subscriber/my-account#update-email\)](/subscriber/my-account#update-email)

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CERTIFICATE OF INCORPORATION

-of-

THE GURDJIEFF FOUNDATION, INC.

Pursuant to the Membership Corporations Law

- - - - -

We, the undersigned, for the purpose of forming a membership corporation pursuant to the Membership Corporation Law of the State of New York, DO HEREBY CERTIFY:

FIRST: The name of the proposed corporation shall be THE GURDJIEFF FOUNDATION, INC.,

SECOND: The purposes for which it is to be formed are as follows:

To collect and receive, by gift, devise, bequest and donation, moneys or property, and to use the same, including any income accrued thereon from time to time, to foster the study of the problem of evolution of man and his harmonious self-development through a better understanding of himself and his place in the universe, in accordance with the system of ideas taught by G. Gurdjieff and recorded by P. D. Ouspensky, as follows:

(i) By preserving and perpetuating for future generations the work of G. Gurdjieff in all fields of his activity;

(ii) By conducting and financing research in the study of the history of philosophy, science and art to establish their common origins and different psychological levels;

(iii) By establishing and supporting centers for research and experiment in the sciences and arts;

(iv) By organizing and holding public and private meetings, concerts, recitals and exhibitions to demonstrate the system of ideas developed by G. Gurdjieff and recorded by P.D. Ouspensky;

(v) By publishing books and periodicals devoted to psychological studies and the system of ideas taught by G. Gurdjieff and recorded by D. P. Ouspensky;

(vi) By granting scholarships and fellowships to persons interested in the study of the system of ideas developed by G. Gurdjieff and recorded by P. D. Ouspensky, and by arranging for the travel and study of persons interested in such system in the United States and other countries;

(vii) By doing any and all other things necessary or proper in connection with or incidental to any of the foregoing.

Nothing herein contained shall -

- (a) Authorize the corporation to disburse any of its earnings in a manner whereby part or all of such net earnings would insure to the benefit of any of its members; or
- (b) To carry on propaganda or otherwise attempt to influence legislation.

THIRD: The territory in which its operations are principally to be conducted is in the State of New York and

other States of the United States.

FOURTH: The City and County in which its office is to be located is the City and County of New York.

FIFTH: The number of its directors shall be no less than three (3), and shall not exceed fifty (50).

SIXTH: The names and residences of the directors until the first annual meeting are:

<u>NAMES</u>	<u>RESIDENCE ADDRESSES</u>
DORA FURTH	179 Joralemon Street, Brooklyn, New York.
GEORGE A. SPIEGELBERG	23 East 92nd Street, New York, New York.
ROBERT H. PREISKEL	59 Joralemon Street, Brooklyn, New York.
LEON SILVERMAN	110-35 72nd Road, Forest Hills, Long Island, New York
ROBERT KAGAN	10 Stuyvesant Oval, New York, New York.

SEVENTH: All of the subscribers to this Certificate are of full age; at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York. Of the persons named as directors, at least one is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed

and acknowledged this Certificate, this 17th day of April,
1953.

Dora Furth

George A. Spiegelberg

Robert H. Preiskel

Leon Silverman

Robert Kagan

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

On this 17th day of April, 1953, before me personally appeared DORA FURTH, GEORGE A. SPIEGELBERG, ROBERT H. PREISKEL, LEON SILVERMAN and ROBERT KAGAN, to me known and known to me to be the individuals described in and who executed the foregoing Certificate of Incorporation, and severally duly acknowledged to me that they executed the same.

HOWARD D. WESTRICH
Notary Public, State of New York
No. 31-9628300
Qualified in New York County
Certs. filed with Kings & Bronx Co. Clerks
N.Y., Kings and Bronx Co. Registers
Term expires March 30, 1954

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.;

DORA FURTH, GEORGE A. SPIEGELBERG, ROBERT H. PREISKEL, LEON SILVERMAN and ROBERT KAGAN, being duly sworn, depose and say, and each for himself deposes and says, that he is one of the persons described in and who executed the foregoing Certificate of Incorporation, and he is of full age, a citizen of the United States, and a resident of the State of New York.

Sworn to before me this)
17th day of April, 1953)

HOWARD D. WESTRICH
Notary Public, State of N.Y.
No. 31-9628300
Qualified in N.Y. County
Certs. filed with Kings &
Bronx Co. Clerks
N.Y., Kings and Bronx Co.
Registers
Term expires March 30, 1954

Dora Furth

George A. Spiegelberg

Robert H. Preiskel

Leon Silverman

Robert Kagan

I, WILLIAM C. HECHT, Jr., a Justice of the
Supreme Court of the First Judicial District, hereby ap-
prove the foregoing Certificate of Incorporation of THE
GURDJIEFF FOUNDATION, INC.

WILLIAM C. HECHT, Jr.
Justice of the Supreme Court of
the State of New York.

Dated: April 23rd, 1953.

State of New York
Department of State } SS:

I hereby certify, that the certificate of incorporation of THE GURDJIEFF FOUNDATION, INC. was filed on 04/28/1953, as a Not-for-Profit corporation and that a diligent examination has been made of the index of corporation papers filed in this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

I further certify, that no other certificates have been filed by such corporation.

Witness my hand and the official seal
of the Department of State at the City
of Albany, this 18th day of December
one thousand nine hundred and
ninety-seven.



Special Deputy Secretary of State

199712190610 38

EXHIBIT E

July 22, 2022

Via Email

Martin Rogers, Director of Code Enforcement
Town of Cortlandt
Town Hall
1 Heady Street
Cortlandt Manor, New York 10567

***Re: Greater Teatown Alliance
Response to July 8th Submission of The Gurdjieff Foundation Inc.
1065 Quaker Bridge Road East (PB 2022-4)***

Dear Mr. Rogers:

We represent the Greater Teatown Alliance.

This responds to the applicant's counsel's letter to the Planning Board, dated July 8, 2022 ("July 8 Letter"), which asks you to issue a determination that the applicant's proposed use of the property constitutes a "place of worship and religious instruction." This is a curious request given that a Gurdjieff website says that its program "*is not a religious way.*"¹

The applicant is not entitled to its requested determination; rather, the proposed use is a Membership Club that is not permitted at the site.

Once this determination is made, residents of Greater Teatown hope that this clarity will open the door for a productive conversation on how all interested parties can work together to achieve the same goals of allowing the Danish Home to divest of this property, for the property to be used in a manner consistent with Town Code, and for this rural residential community to maintain its residential character. To achieve these goals, community members remain available to help in any manner the Danish Home, the applicant, or any other party as appropriate.

¹ See Exhibit "A" (emphasis added); <https://www.rochestergurdjieffcenter.org/preparatory-group>.

Not A “Private Nature Preserve” That Is “Open To The Public”

The applicant has effectively conceded that it wrongly tried to avail itself of the “Non-school curriculum program” special permit for a “Private Nature Preserve” in an R-80 district. The applicant did not meaningfully defend its prior request for this special permit in its July 8 Letter. Indeed, the applicant’s proposed use does not even satisfy the threshold requirement that a Private Nature Preserve must be “open to the public” (nor does it meet the remainder of the definition). See Zoning Ordinance § 307-4.

Not A “Place of Worship And Religious Instruction”

The applicant has pivoted in its July 8 Letter to a different theory: the proposed use is now apparently a “place of worship and religious instruction” that is permitted as-of-right in an R-80 district. This latest claim fares no better for several reasons.

Before getting to the applicant’s distorted references to the SIC Manual and certain dictionary definitions, let’s focus on some indisputable facts that refute this claim:

1. Until now, the applicant has not asserted that its proposed use is a place of worship and religious instruction, or otherwise religious in any way. The applicant submitted extensive materials to the Planning Board on February 16, 2022, and April 20, 2022. There is no mention of worship or religious instruction in those materials, other than a passing reference that G.I. Gurdjieff’s ideas were “influenced by various ancient cultural and religious sources.” (February 16, 2022 letter at 2). This is like all the colorful language that appears for the first time in the July 8 Letter, such as “influenced by numerous religious traditions and practices,” “esoteric Christianity,” and “integral to many spiritual traditions and religions.” (July 8 Letter at 2). None of this renders the applicant’s philosophies about the human consciousness a religion, just like yoga is not a religion even though it draws from Hinduism and Buddhism (and a yoga studio would not be permitted at the site as a place of worship and religious instruction).

2. The Foundation’s Certificate of Incorporation, dated April 17, 1953, states that the Gurdjieff Foundation is a “membership corporation” that was formed pursuant to the *Membership Corporations Law*.² If the Foundation was a religious organization, it would have been formed pursuant to New York Religious Corporations Law. N.Y. Relig. Corp. Law § 2 (McKinney) (“A ‘Religious Corporations Law corporation’ is a corporation created for religious purposes to which this chapter applies”); accord *Application of Babilio Sci. Spiritist Cult Ass’n.*, 9 Misc. 2d 389, 390, 170 N.Y.S.2d 679, 680-81 (Sup. Ct. New York Cnty., Jan. 29, 1958) (denying a religious association the ability to incorporate pursuant to Membership Corporations Law).³

² The Certificate of Incorporation is attached to the July 8 Letter.

³ As background, the Membership Corporations Law was replaced by New York Not-For-Profit Corporations Law in 1970. Section 10 of the former Membership Corporations Law that was in effect in 1953 provided that an entity that is eligible to be formed pursuant to another statute (such as Religious Corporations Law) must be incorporated pursuant to that statute. See former N.Y. Mem. Corp. Law §10

Moreover, the Certificate of Incorporation lacks any reference to worship or religious instruction. Consistent with the information contained on the Foundation's website which our client cited in its Petition to the ZBA, the Certificate of Incorporation focuses on the human psyche and psychology. It lists seven purposes for which the Foundation was formed, including: "financing research in the study of the history of philosophy, science and art to establish their common origins and different psychological levels," "experiment in the sciences and arts," and "publishing books and periodicals devoted to psychological studies."⁴

3. Reference to the website of one of the applicant's affiliates is also instructive for concluding that the applicant is not a religious use. As background, based on our review of publicly available information, the applicant is The Gurdjieff Foundation, Inc., which is the entity name registered with the New York State Department of State. The applicant also goes by the name the Gurdjieff Foundation of New York. There are several groups affiliated with the applicant based on its website.⁵ This includes a group in Rochester that uses its property similar to how the former Danish Home site is proposed to be used, and thus information about the Rochester Gurdjieff Center is relevant here.

The Rochester Gurdjieff Center's website disavows religion. It says the Center (also known as the Stillwood Study Center) "exists to help members sincerely see and struggle with various parts of themselves. ***This is not a religious way***, though it shares a common aim with the great teachings." See Exhibit "A" (emphasis added).⁶ The website further confirms that it is "a not-for-profit educational *membership organization*," which is also the proper zoning classification in this matter. Id.⁷

Consistent with its status as a membership organization, the Town of Palmyra's 2022 Final Tax Assessment Roll assigned the Rochester Gurdjieff Center property (2191 Shilling Road, Palmyra, New York) a New York State property type classification code of "534 *Social Org.*" See Exhibit "B" (emphasis added). If the Center was a religious-oriented use, it would have been classified as "620-Religious."

4. The Gurdjieff's Foundation's headquarters, located at 123 East 63rd Street, New York, New York, is also not identified by New York City as a religious use. The New York City Building Department's records include a single Certificate of Occupancy for this property that

(permitting incorporation for "any lawful purpose . . . except a purpose for which a corporation may be created under any general [statute other than the membership law]").

⁴ The applicant focuses on the Certificate's reference to Mr. Gurdjieff's "system of ideas." (July 8 Letter at 4). But a "system of ideas" alone does not equate to a religion or religious use under any common or dictionary meaning of religion.

⁵ <https://www.gurdjieff-foundation-newyork.org/affiliate2.html>

⁶ <https://www.rochestergurdjieffcenter.org/preparatory-group>.

⁷ <https://www.rochestergurdjieffcenter.org/stillwood-study-center>.

states: “Premises to be occupied by ‘The Gurdjieff Foundation, Inc.’, a non-profit *philanthropic organization*.” See Exhibit “C” (emphasis added). Again, there is no reference to the Foundation as a religious organization or a place of worship and religious instruction.

5. The Gurdjieff’s Foundation’s tax filings lend further support to the conclusion that it is not a religious organization. The Foundation’s 2019 IRS Form 990 states that the sole reason for the organization’s public charity status is that it is “[a]n organization that normally receives a substantial part of its support from a governmental unit or from the general public described in [IRS Code] section 170(b)(1)(A)(vi).” See Exhibit “D”. The Foundation did not use the option on the form for “[a] church, convention of churches, or association of churches described in [IRS Code] section 170(b)(1)(A)(i).”.

Notwithstanding all these facts, the applicant argues that its proposed use is a Religious Organization under SIC Manual Industry Number 8661 because it is “operated for worship, religious training, and study for the promotion of religious activities.” (July 8 Letter at 3). For the reasons already stated, the Foundation is not operated for any worship or other religious purpose. It also does not fall within any of the specific examples of a religious organization listed under SIC 8661.⁸

The applicant goes on to cite dictionary definitions of “worship” and “religious.” (July 8 Letter at 4). But the Zoning Ordinance does not list these as separate uses. Instead, the operative requirement in the Zoning Ordinance is a “place” where “worship and religious instruction” both occur, like a Church. Specifically, the Zoning Ordinance permits in an R-80 district a “Church or *other place of worship and religious instruction . . .*” See Zoning Ordinance § 307 Attachment 2, Table of Permitted Uses (under “Institutional, Recreational and Public Uses”). Consistent with the Zoning Ordinance, the Webster Unabridged Dictionary references the Collegiate Dictionary definition, which defines “place of worship” as “a church, synagogue, etc.,” which the Foundation is not. See Exhibit “E”.⁹ And, again, based on all the materials before the Town and public, no religious instruction, education, training, worship, or prayer, etc., takes place at the Foundation.

Even using the applicant’s definitions, and if simply meeting the definition of either “worship” or “religious” was sufficient, the applicant is neither of these uses. The Foundation does not promote “the reverence or veneration tendered a divine being” (definition of worship), or “manifesting devotion to and reflecting the nature of the divine” (definition of religious). (July 8 Letter at 4).

The Foundation is not a “place of worship and religious instruction.”

⁸ Churches; Convents; Monasteries; Religious instruction, provided by religious organizations; Religious organizations; Shrines, religious; Temples.

⁹ <https://www.merriam-webster.com/dictionary/place%20of%20worship>.

Not A Pre-Existing, Nonconforming Use

The applicant also erroneously contends that the proposed use is permitted as a continuation of a pre-existing, nonconforming resort hotel or residential hotel use. (July 8 Letter at 4).

Initially, we request again from the applicant (and Town) a copy of the 1953 ZBA determination referenced in the July 8 Letter regarding the Danish Home's nonconforming use as "comparable to a residential hotel," and reserve all rights in this regard (among all the exhibits attached to the Letter, this was not included).

Nonetheless, and dispositive of this nonconforming claim, the Danish Home's prior use of the site as a nursing home was *no longer operating as a nonconforming use* at the time it ceased operating in November 2020. At some time after 1953, the Zoning Ordinance was updated to allow a nursing home as a special permit use in an R-80 district. See Zoning Ordinance § 307 Attachment 2, Table of Permitted Uses (under "Health and Social Services"). Under Section 307-83, the Danish Home's use was automatically deemed to have been granted a special permit and its nonconforming status ended decades ago. See Zoning Ordinance § 307-83 (providing that a use for which a special permit is required, and which was existing at the time the Zoning Ordinance was adopted and has continued – like the Danish Home – "shall without further action be deemed to have been granted a special permit"). As such, there cannot be a continuation of a nonconforming use when the subject use was no longer nonconforming, and this alone is legally sufficient to reject the applicant's claim.

Alternatively, even if the Danish Home was considered a nonconforming use as of November 2020, the applicant's proposed use (regardless of how it is labeled) would not constitute a continuation of the same "residential hotel" use; it would be a change to a different use. Again, while it would help to review the 1953 ZBA record to learn all the facts and fully address this claim, the Foundation is not at all like the Danish Home.

In the Danish Home for the aged, approximately 24 nursing home residents received care and lived there full-time, occupying the building 24/7 – hence, supposedly "comparable to a *residential* hotel" in 1953. It was the residents' "Home." The Foundation is not that. It is not a full-time residence. Its members would come and go, and different members would stay overnight at times when they sign-up or volunteer to participate in the Foundation's programs and events. The Foundation may operate like a commercial hotel during these stays, but this concept is a major departure from the full-time, residential nature of the Danish Home for which the 1953 approval was granted. See, e.g., Bradhurst Site Const. Corp. v. Zoning Bd. of Appeals of Mount Pleasant, 128 A.D.3d 817, 817-818, 10 N.Y.S.3d 250, 252 (2d Dep't 2015) (holding that a change from a sand and gravel operation to a maintenance garage and truck storage facility was "a change to a different nonconforming use, rather than a continuation of an existing use").

And even if the Foundation were somehow deemed a continuation of the Danish Home's "residential hotel" use, such use no longer enjoys nonconforming protection under Section 307-79 of the Zoning Ordinance because it has ceased for more than one year. The applicant admits

in the July 8 Letter that the Danish Home gave up its operating license and discharged its last resident in November 2020. (July 8 Letter at 4). The applicant relies on the Danish Home's ongoing close-out process and routine security/maintenance and other ministerial matters concerning the property in support of its position that the Danish Home's operations have not ceased for purposes of Section 307-79. (See *id.*). This claim is wrong.

The law is that the core function of the nonconforming use must still occur, even minimally, to avoid cessation. See, e.g., New Venture Realty Ltd. v. Fennel, 210 A.D.2d 412, 413, 620 N.Y.S.2d 99, 100-01 (2d Dep't 1994) (reversing lower court and upholding ZBA's ruling that a light manufacturing nonconforming use had terminated by reason of its cessation for more than one year where the *actual manufacturing* of wallpaper had stopped; it was not enough that the premises continued to be used for the "storage and sale of wallpaper"). Here, the actual "residential hotel" use stopped in its entirety when the last resident was discharged in November 2020.

The case cited by the applicant supports our position, because in that case the nonconforming marina was used "at least twice" during the subject period. Town of Islip v. P.B.S. Marina, Inc., 133 A.D.2d 81, 82, 518 N.Y.S.2d 427, 427-28 (2d Dep't 1987). The court ruled this was not a "complete cessation," but rather a "minimal nonconforming function." In contrast, the Danish Home surrendered its operating license, and has completely ceased operating its actual residential use for more than one year. There has not been any "minimal" nonconforming function. Based on this case law, it is not legally sufficient that staff continue to manage the property, as claimed by the applicant.

Proposed Use Is A "Membership Club"

We have explained thus far everything that the applicant is *not*.

We refer you to the Greater Teatown Alliance's Petition to the ZBA, dated June 6, 2022, for what the Foundation *is*: a Membership Club under the Zoning Ordinance. See Petition, ¶¶ 14-19.

Danish Home Letter

While not cited in the July 8 Letter, the Danish Home's letter to the Town, dated June 21, 2022, in which the Danish Home improperly attempts to influence the Town's decisions by reference (bordering on a threat) to the Town potentially losing portions of its share of the potential sale proceeds during any delay in the municipal review processes (or denial of the application), should be given no weight. Indeed, the Danish Home's attempt to improperly influence the Town's decision by submitting this letter underscores the need for this process to steer clear of even the appearance of bias in favor of any application for a proposed use of this property that requires review by any Town personnel or board.

Conclusion

For all the reasons above, we ask that you determine that the applicant's proposed use: (i) is not a Private Nature Preserve that is eligible for a "Non-school curriculum program" special permit, (ii) is not a place of worship and religious instruction, (iii) is not a pre-existing, nonconforming use, and (iv) is a Membership Club that is not permitted at the site under the Zoning Ordinance.

Respectfully submitted,

ZARIN & STEINMETZ

By: Brad Schwartz

Brad Schwartz

Encls.

cc: Town of Cortlandt Planning Board
Town of Cortlandt Zoning Board of Appeals
Michael J. Cunningham, Esq.
Chris Kehoe, AICP
Greater Teatown Alliance
Karen E. Hagstrom, Esq./Jessica J. Glass, Esq. (Applicant's attorney)

EXHIBIT A

ROCHESTER GURDJIEFF CENTER

Home The Work
About Us Lineage
Resources Contact us



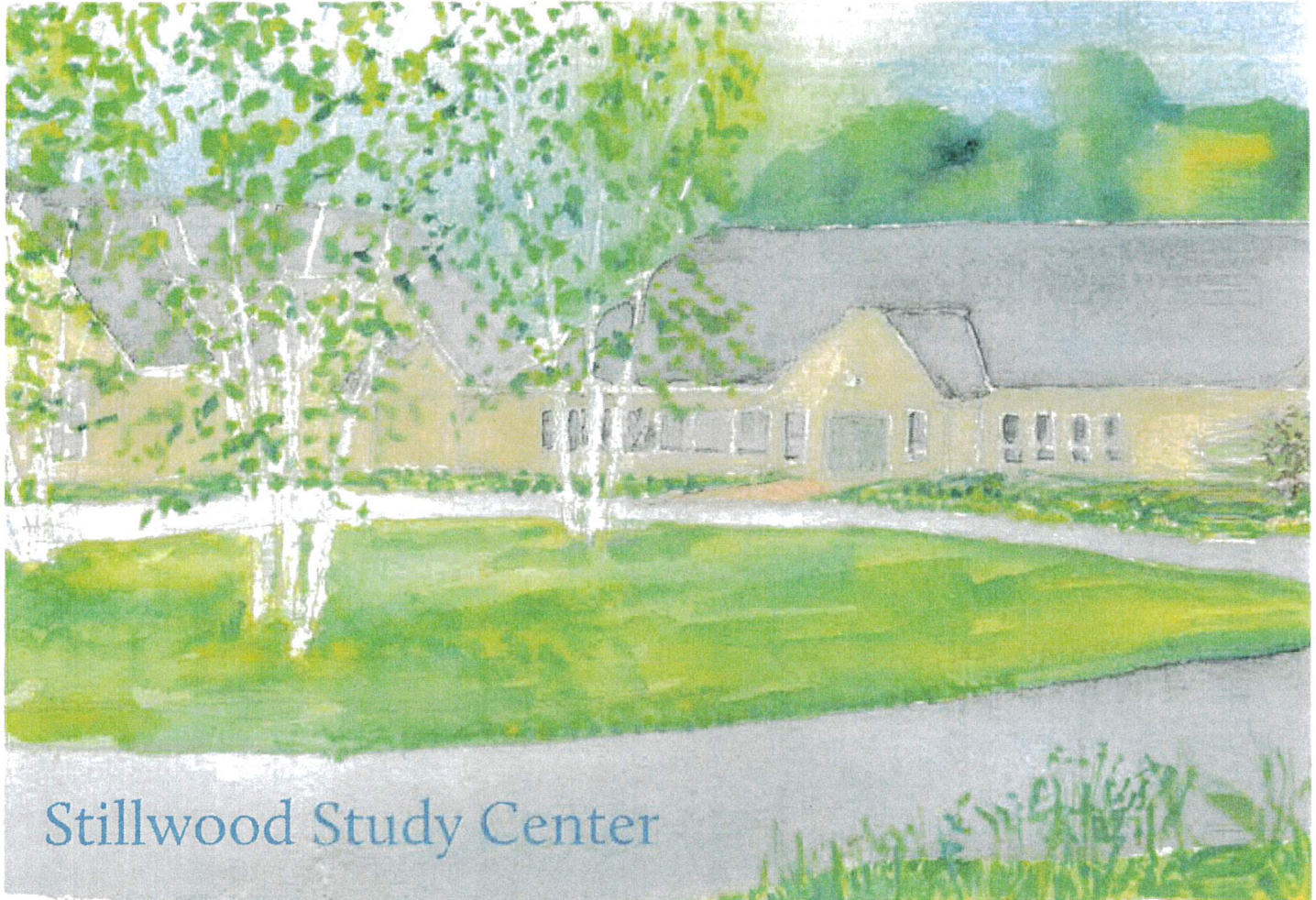
The Gurdjieff Work is a spiritual tradition for people searching for something in their life which may not have a name, something that relates to an experience that falls outside the norm, and yet is rooted in who and what we are.

The Rochester Gurdjieff Center exists to help members sincerely see and struggle with various parts of themselves. **This is not a religious way,** though it shares a common aim with the great teachings. We work with special practices of attention in order to make contact with a part that's deeper, more sincere, and centered in the face of our ordinary state

*Here there are
neither
Russians nor
English, Jews
nor*

ROCHESTER GURDJIEFF CENTER

Home The Work
About Us Lineage
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The Rochester Gurdjieff Center is incorporated under New York State law as Stillwood Study Center, a not-for-profit educational membership organization. It has been granted tax-exempt status [501(c)(3)] by the Internal Revenue Service.

The purpose of Stillwood Study Center is:

- To promote interest in and to study ideas relating to human development with the aim of enabling men and women to function more intelligently and actively within their community.

*Here there are
neither
Russians nor
English, Jews
nor*

EXHIBIT B

2 0 2 2 F I N A L A S S E S S M E N T R O L L
 WHOLLY EXEMPT SECTION OF THE ROLL - 8
 TAX MAP NUMBER SEQUENCE
 UNIFORM PERCENT OF VALUE IS 100.00

TAX MAP PARCEL NUMBER	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	TOWN	SCHOOL	TAXABLE VALUE	ACCOUNT NO.
65112-00-491034	Town Of Palmyra	17,200		0	265,000	265,000	265,000
1180 Canandaigua Rd	Palmyra/Macedon 543601	265,000					
Palmyra, NY 14522	Site-Water Tower						
	33112-00-461031						
	ACRES 0.90 BANK TOP						
	EAST-0654984 NRTH-1120353						
	DEED BOOK 951 PG-601						
	FULL MARKET VALUE	265,000					
	2366 Route 21 N						
	240 Rural res						
65112-00-494746	Heritage Baptist Church	102,800		0	477,400	477,400	477,400
2367 Route 21 N	Palmyra/Macedon 543601	477,400					
Palmyra, NY 14522	ACRES 54.00						
	EAST-0655239 NRTH-1127452						
	DEED BOOK 909 PG-96982						
	FULL MARKET VALUE	477,400					
	2191 Shilling Rd						
	534 Social org.						
65112-00-519500	Stillwood Study Center	233,000		0	1685,400	1685,400	1685,400
PO Box 61	Palmyra/Macedon 543601	1685,400					
Palmyra, NY 14522	ACRES 187.00						
	EAST-0654830 NRTH-1125202						
	DEED BOOK 880 PG-080						
	FULL MARKET VALUE	1685,400					
	OTHER N/PRF 25300						
	COUNTY TAXABLE VALUE	233,000					
	TOWN TAXABLE VALUE	1685,400					
	SCHOOL TAXABLE VALUE	0					
	AG001 Agricultural Dist 1						
	FD369 Palmyra FD						
	1685,400 EX						
	LB001 Palmyra Comm Library						
	1685,400 EX						
	WD366 Garnsey-Shilling WTR						
	234,776 TO C						
	FULL MARKET VALUE	1685,400					
	TWNOWN IN 13500						
66110-00-108975	Garnsey Rd	32,200		0	32,200	32,200	32,200
Town Of Palmyra	Palmyra/Macedon 543601	32,200					
1180 Canandaigua Rd	Second Site Of Town	32,200					
Palmyra, NY 14522	Land Fill Closed In 4/85						
	34110-00-068970						
	ACRES 6.60 BANK TOP						
	EAST-0661127 NRTH-1109724						
	DEED BOOK 681 PG-600						
	FULL MARKET VALUE	32,200					
	AG001 Agricultural Dist 1						
	FD362 Port Gibson FD2						
	32,200 EX						
	WD366 Garnsey-Shilling WTR						
	32,200 TO C						

EXHIBIT C

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 42,118

Date December 29, 1953

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C.26-181.0 to C26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No.

To the owner or owners of the building or premises:

THIS CERTIFIES that the ~~new~~ altered ~~structure~~ building ~~premises~~ located at

123 East 63rd Street Block 139B Lot 9

conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646 of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

Permit No.— 968-1953

Construction classification— Class 1 Fireproof

Occupancy classification— Public Building . Height Attic & 3 stories, 60 feet,

Date of completion— December 28, 1953 . Located in Residence Use District,

B Area 1 1/2 . Height Zone at time of issuance of permit 1721-1953

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED			USE
		MALE	FEMALE	TOTAL	
Cellar	On ground				New York Steam.
1st Story	120			75	Private gymnasium.
2nd Story	75			40	Library, committee room and trustees offices.
3rd Story	75			35	Board room and conference room.
Attic	60			--	Storage of records.
					NOTE: Premises to be occupied by "The Gurdjieff Foundation, Inc.", a non-profit philanthropic organization.

[Signature]
Borough Superintendent

EXHIBIT D

SCHEDULE A
(Form 990 or 990EZ)

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

2019

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization
THE GURDJIEFF FOUNDATION INC

Employer identification number

13-1685156


Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture. See instructions. Enter the name, city, and state of the college or university:
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

EXHIBIT E

place/house of worship 
Reference **Unabridged Dictionary** ▼

Content Type **Main Entry** ▼

[Advanced Search \(/advanced-search.php\)](#) »

“place/house of worship”

1 entry found
for
"place/house of
worship" in the

Collegiate Dictionary

Exact matches:

1. **place/house of worship** (noun phrase) (place%2Fhouse+of+worship)

The word you've entered isn't in the Unabridged Dictionary.

Click on a spelling suggestion below or try again using the search bar above.

1. house of worship (/unabridged/house%20of%20worship)
2. ancestor worship (/unabridged/ancestor%20worship)
3. order of worship (/unabridged/order%20of%20worship)

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Account

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[Billing \(/subscriber/my-account#payment-method\)](#)

[Profile \(/subscriber/my-account#address\)](#)

[Change Email \(/subscriber/my-account#update-email\)](#)

[Change Password \(/subscriber/my-account#update-password\)](#)

[Log Out \(/subscriber/logout\)](#)

place/house of worship 

Reference **Collegiate Dictionary** ▾

Content Type Main Entry ▾

[Advanced Search \(/advanced-search.php\)](#) »

1 entry found for "place/house of worship" in the Collegiate Dictionary

Exact matches:

1. **place/house of worship** (noun phrase) (place%2Fhouse+of+worship)

[Collegiate Dictionary \(/collegiate/place%2Fhouse%20of%20worship\)](#)

place/house of worship noun phrase

: a church, synagogue, etc.

[Pronunciation Symbols \(/info/pronsymbols.html\)](#)

[Cite this Entry](#)

"Place/house of worship." *Merriam-Webster's Collegiate Dictionary*, Merriam-Webster, <https://unabridged.merriam-webster.com/collegiate/place%2Fhouse%20of%20worship>. Accessed 20 Jul. 2022.

Style: **MLA** ▾

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Account

- [My Account \(/subscriber/my-account#plan\)](#)
- [Billing \(/subscriber/my-account#payment-method\)](#)
- [Profile \(/subscriber/my-account#address\)](#)
- [Change Email \(/subscriber/my-account#update-email\)](#)

EXHIBIT F



(845) 298-2000
 (845) 298-2842
 info@sdglaw.com
 sdglaw.com

MAIN OFFICE
 1136 Route 9
 Wappingers Falls
 New York 12590

Poughkeepsie Journal Building
 85 Civic Center Plaza, Suite 100
 Poughkeepsie, NY 12601

By appointment only

Kingston Office
 303 Clinton Avenue
 Kingston, NY 12401

By appointment only

*Please direct all inquiries
 to the Main Office*

Kenneth M. Stenger
 Stephen E. Diamond*
 Jessica J. Glass
 Karen E. Hagstrom
 Ian C. Lindars
 Albert P. Roberts
 PARTNER EMERITUS

Mary Kate Ephraim
 Jad Haddad
 A.J. Iuele

OF COUNSEL

Colby Creedon
 Joan F. Garrett**

PARALEGALS

Elizabeth Amicucci
 Jennifer Arno
 Jillian Medina
 Alison Secor

CLOSING COORDINATORS

Maria L. Jones
 Sandra A. Turner

*ALSO ADMITTED IN FL & MA
 **ALSO ADMITTED IN CT

August 5, 2022

Martin Rogers, Director of Code Enforcement
 Town of Cortlandt
 Town Hall
 1 Heady Street
 Cortlandt Manor, New York 10567

Re: *Application of The Gurdjieff Foundation, Inc. for the property of the Danish Home for the Aged, Inc. located at 1065 Quaker Bridge Road East*

Dear Mr. Rogers:

We represent The Gurdjieff Foundation, Inc. (hereinafter, "Foundation"), with respect to its pending application for site plan approval, based upon the proposed use of the above property as a "Church or other place of worship and religious instruction, parish house, rectory or convent and nursery school," under the category of "Institutional, Recreational and Public Uses." Because this is a permitted use in the R-80 district, a special use permit is not required.

At its July 12, 2022, meeting, the Planning Board scheduled a public hearing to occur on September 6, 2022.

By copy of our letter to the Planning Board dated July 8, 2022, we requested a written determination that the proposed use of the Property, as described by the Foundation, constitutes the permitted use of a place of worship and religious instruction.

By letter dated July 22, 2022, Brad Schwartz, Esq., on behalf of his client, the "Greater Teatown Alliance", objected to the Foundation's application.

As discussed in detail below, Mr. Schwartz's letter is without merit, because it is peppered with unsubstantiated and misleading statements about the Town Code, the law, and the Foundation.

The Greater Teatown Alliance Has No Standing

As a preliminary matter, conspicuously absent from Mr. Schwartz's July 22, 2022, letter is any discussion of the standing of his client to oppose the Foundation's application. Town Code §307-72 defines the zone of interest for notice for site plan approval as abutting property owners, including those across any street adjoining the parcel of land that is the subject of the proposed site plan.

There is no allegation that the "Greater Teatown Alliance" or any of its members own property within the zone of interest of the proposed project, as required to establish a presumption of standing.¹ Accordingly, in order to demonstrate standing, Mr. Schwartz's client must allege claims of harm to the "Greater Teatown Alliance" or any of its members that are different in kind or degree from the public at large. *Otsego 2000, Inc. v. Planning Bd. of the Town of Otsego*, 171 A.D.2d 258 (3d Dept. 1991). Mr. Schwartz has failed to do so. Mr. Schwartz's submissions are entirely devoid of any claims of specific cognizable harm to the "Greater Teatown Alliance" or any of its members, much less that such harm is different in degree from the public at large. As the requisite showing for standing has not been made, Mr. Schwartz's submissions cannot be considered and must be stricken from the record.

Review Must be Limited to the Foundation

Any review of the Foundation's proposed use of the Property is limited to the Foundation, The Gurdjieff Foundation, Inc. Consideration of the real property tax exemption status and self-described characterization of activities of a separate and distinct corporation, The Stillwood Study Center, Inc., which is not under the authority or control of the Foundation, as incorrectly urged by Mr. Schwartz, must be flatly rejected.²

The Foundation is a not-for-profit corporation formed in 1953 in New York County. The Foundation owns two properties: 1) 123 East 63 Street, New York City, New York, which is exempt from real property taxation under Real Property Tax Law §420-b, as a benevolent organization, and 2) Town Road 29, Sullivan County, New York, exempt from real property taxation under Real Property Tax Law §420-a, for the moral or mental improvement of men, women and children.³

While Mr. Schwartz hand-picked The Stillwood Study Center, Inc., a not-for-profit corporation formed in 1987 in Wayne County, New York, as an example that would favor his client, he conveniently neglected to mention The Gurdjieff Foundation of Illinois, located in Chicago, which

¹ Upon information and belief, Karen Wells is a member of the Greater Teatown Alliance, and resides at 28 Apple Bee Farm Road (the service process address for the corporation), which is located approximately one mile from the Property, with multiple intervening properties, and outside of the zone of interest. *Bolton v. Town of South Bristol Planning Bd.*, 38 A.D.3d 1307 (4th Dept. 2007) (one mile away insufficient to confer standing).

² The statement on the Rochester Gurdjieff Center web site that "This is not a religious way, though it shares common aim with the great teachings", means it is not mainstream organized religion. As stated in Wikipedia, "Gurdjieff's method for awakening one's consciousness unites the methods of the fakir, monk and yogi, and thus he referred to it as the "Fourth Way". Clearly, its genesis is grounded in religion.

³ Exemption from real property taxation can be based upon multiple categories, so the code inputted by the Assessor does not mean religion was excluded as a use.

has a long association with the Gurdjieff Foundation of New York, and which is described as “a religious organization or church in Chicago, IL whose mission is: Religious studies, educational meetings, conferences, and seminars”. Attached is information pertaining to the Gurdjieff Foundation of Illinois. For any example of a third-party organization that Mr. Schwartz could claim supports his proposition that the Foundation’s activities are not religious in nature, there are other examples of third-party organizations that compel the exact opposite conclusion.

This is precisely why the Foundation must be considered as a stand-alone. To consider the activities, real property tax exemption status, or descriptions of other organizations, is an impossible and impermissible task.

Likewise, Mr. Schwartz’s claim that the Foundation is a Membership Club because it was formed under the Membership Corporations Law, is clearly designed to confuse and mislead through use of the word “membership” in two completely unrelated contexts. One has no bearing on the other.

While the New York Religious Corporations Law is used to incorporate churches, the New York Not-For-Profit Corporations Law, which replaced the Membership Corporations Law, is regularly used to form religious not-for-profit organizations which are not churches. By stating “Church or other place of worship”, the Town Code clearly contemplates inclusion of religious organizations which are not churches.⁴ This is Mr. Schwartz’s red herring and it must be ignored.

Town Code §307-4 defines a membership club as a private nonprofit corporation, membership corporation or association whose intent is to promote the interests of its members, and gives examples of trade associations, professional organizations, unions and similar political, ethnic and fraternal organizations. The Foundation unequivocally does not meet this definition, because its mission, as stated in its Certificate of Incorporation, is to receive moneys and property to use to foster the study of the system of ideas taught by Gurdjieff, by, among other things, organizing and holding public and private meetings, concerts, recitals and exhibitions, and publishing books and periodicals devoted to Gurdjieff’s ideas. Membership in the Foundation is not restricted to persons engaged in a particular trade or class. Rather, membership in the Foundation is open to any person, regardless of age, occupation, employment status, political affiliation or otherwise. The sole prerequisite for membership is an interest in the teachings of Gurdjieff.

The Legal Standard

Grounded in the First Amendment of the United States Constitution and freedom of religion, the Court of Appeals has held that “it is for religious bodies themselves, rather than the courts or administrative agencies, to define, by their teachings and activities, what their religion is. The courts are obliged to accept such characterization of the activities of such bodies...unless it is found to be insincere or sham”. *Holy Spirit Assn. for Unification of World Christianity v. Tax Com. Of New York*, 55 N.Y.2d 512 (1982).

Contrary to Mr. Schwartz’s assertion otherwise, the Foundation’s Certificate of Incorporation states the purposes for which it is formed are to collect and receive “property, and to use the same,

⁴ For the same reason, Mr. Schwartz’s argument that the Foundation did not classify itself as a church on its tax return is irrelevant.

including any income accrued thereon from time to time, to foster the study of the problem of evolution of man and his harmonious self-development and his place in the universe, in accordance with the system of ideas taught by G. Gurdjieff and recorded by P.D. Ouspensky....”

The “system of ideas taught by G. Gurdjieff” are grounded in religion and the activities at the Property will teach and implement those religious ideas.

The Foundation has defined its religion which, as a matter of law, cannot be successfully challenged by Mr. Schwartz, the Courts, or the Town of Cortlandt, unless it is proven to be insincere or a sham. The activities described by the Foundation indisputably are not insincere or a sham. The Foundation has operated multiple properties in furtherance of its exempt purposes since 1953.

The Code: Place of Worship and Religious Instruction

The Town Code does not define “place of worship” or “religious instruction.” Town Code §307-4, Definitions, states, “Words not defined in either place (the Code, or the New York State Uniform Fire and Prevention Code) shall have the meanings given in the most recent edition of Webster’s Unabridged Dictionary.

The most recent edition of Webster’s Unabridged Dictionary does not define “place of worship” or “religious instruction”. It does define “worship” and “religious”, which is why those definitions were included as attachments to my July 8, 2022, letter to the Planning Board.

Webster’s Collegiate Dictionary is an entirely different dictionary from the Webster’s Unabridged Dictionary, prohibiting its use. Mr. Schwartz’s statement that “the Webster Unabridged Dictionary references the Collegiate Dictionary definition”, in a transparent effort to find a favorable definition for his client of “place/house of worship”, does not comply with the requirements of the Town Code.

Mr. Schwartz’s own attachment states unequivocally, “The word you’ve entered isn’t in the Unabridged Dictionary”. See, Exhibit “E”, Schwartz letter. The Town’s consideration is limited to definitions permitted to be examined by Town Code.⁵ Mr. Schwartz may wish to insert his own chosen definition, into this record, but, the law does not allow him to do so.

The most recent edition of Webster’s Unabridged Dictionary definitions of “worship” and “religious” clearly encompass the activities as described by the Foundation.

Mr. Schwartz additionally argues that the Foundation’s proposed use does not fit within any of the specific examples of a religious organization listed under SIC 8661, which the Town Code states that SIC 8661 shall be used to further define uses listed in the Table of Permitted Uses. As noted in my July 8, 2022, letter, Religious Organizations, which is one of the specific examples listed under SIC 8661, are defined as organizations operated for worship, religious training, and study and for the promotion of religious activities. The Foundation clearly meets this definition.

⁵ The accusation of the “applicant’s distorted references to the SIC Manual and certain dictionary definitions” is inflammatory, incorrect, and hypocritical.

The Foundation's Proposed Use of the Property Qualifies as a Pre-Existing Non-Conforming Use

Mr. Schwartz states the "residential hotel" use terminated because it has ceased for more than one year. This is not true. As stated in my July 8, 2022 letter, the last resident staff member moved out of the Danish Home in January 2022, less than one year ago. The Property is currently staffed twenty-four hours a day, seven days a week, by five staff members, four of whom perform security and maintenance functions. The fifth, Erik Andersen, serves as Executive Director and is responsible for the ongoing corporate correspondence, negotiation of insurance, legal, accounting, fuel, and outside contractors. Mr. Andersen is also responsible for fulfillment of the Department of Health Closure Plan, which is ongoing and has obligations that extend into 2026.

This use meets the minimal standard required to stave off an argument the residential hotel use was abandoned.

Town Code §307-83 is inapplicable because it provides that a use which was previously prohibited, but is now permitted with a special use permit, shall be deemed to have a special use permit. The pre-existing nonconforming use is as a residential hotel, not a nursing home. The zoning code never changed to permit a residential hotel use, subject to a special use permit. The residential hotel use is still prohibited in the R-80 district, so the pre-existing non-conforming use remains.

Conclusion

The Foundation's proposed use of the Property is permitted under two independent bases: 1) as a place of worship and religious instruction, a permitted use subject to site plan approval, and 2) as the continuation of a pre-existing non-conforming use, which requires no approvals.

Thank you for your consideration. Please feel free to contact me with any questions.

Very truly yours,

STENGER, DIAMOND & GLASS, LLP

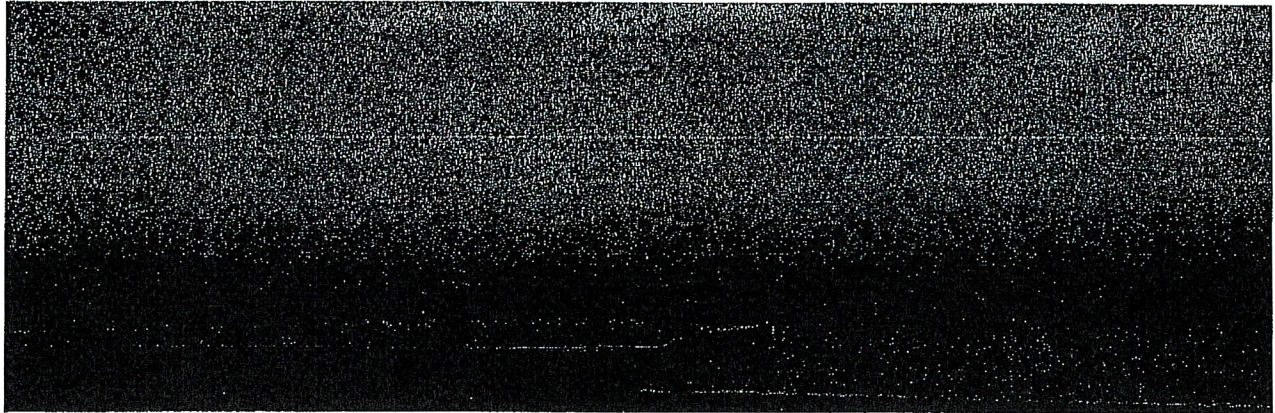
Karen E. Hagstrom

KAREN E. HAGSTROM
khagstrom@sdglaw.com
KEH/jm

Cc: Michael J. Cunningham, Esq.
Chris Kehoe, AICP
Mr. Brad Schwartz, Esq.
client

THE GURDJIEFF FOUNDATION OF ILLINOIS

Welcome The Gurdjieff Work Library
Events Contact Us



“Man’s possibilities are very great. You cannot conceive even a shadow of what man is capable of attaining. But nothing can be attained in sleep.”

“Awakening begins when a man realizes that he is going nowhere and does not know where to go.”

— G. I. Gurdjieff

Welcome

The Gurdjieff Foundation of Illinois is located in Chicago, and has had a long association with the Gurdjieff Foundation of New York.

The Foundation exists to provide conditions, for those who wish, to obtain real knowledge of oneself. A path to this knowledge was directly transmitted by G. I. Gurdjieff to his students, and

from his students to their students.

The forms and conditions of work include group meetings, sittings/meditations, Movements, readings and discussions, music, and practical activities such as crafts, gardening, construction, and cooking. All work is a means for obtaining knowledge of oneself and the world in which we live.

The Gurdjieff Foundation of Illinois

3252 W. Bryn Mawr Avenue
Chicago, IL 60659
(773) 583-9851

Contact Us

search@gurdjieff-illinois.org

Gurdjieff Society and Foundation of Illinois

Chicago, IL | WWW.GURDJIEFF-ILLINOIS.ORG

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Mission

RELIGIOUS STUDIES, EDUCATIONAL MEETINGS, CONFERENCES AND SEMINARS

Ruling year

1990

Principal Officer

PAM BINGHAM

Main address

3252 W Bryn Mawr Ave
Chicago, IL 60659 United States

EIN

36-3323383

NTEE code

Community Foundations (731)

IRS filing requirement

This organization is required to file an IRS Form 990-N.

Sign in or create an account to view Form(s) 990 for 2019, 2018 and 2017.

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Programs and results

What we aim to solve

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Our programs

SOURCE: IRS Form 990

What are the organization's current programs, how do they measure

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
Program 1

MEETINGS, CONFERENCES AND SEMINARS TO ACHIEVE A BETTER UNDERSTANDING AND PRACTICE OF GURDJIEFF'S TEACHINGS

Expense
\$13,804

Revenue
\$11,048

External reviews

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Financials

Gurdjieff Society and Foundation of Illinois



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[Directory \(/directory/\)](#) / [Illinois \(/directory/illinois-state/\)](#)
/ [Chicago \(/directory/chicago-naperville-elgin-il-in-wi-metro/\)](#) / Gurdjieff Society and Foundation of Illinois

EIN 36-3323383

Gurdjieff Society and Foundation of Illinois

[Programs](#) | [Form 990s](#) | [Financials](#) | [Personnel](#) | [Peers](#)

IRS 501(c) type	Num. employees	City	State
501(c)(3)	Unknown	Chicago (/directory/chicago-naperville-elgi...	Illinois (/directory/illinois-state/)
Year formed	Most recent tax filings	NTEE code, primary	
1990	2021-12-01	X00: Religion: General (/directory/religious-...	

Description

Gurdjieff Society and Foundation of Illinois is a religious organization or church in Chicago, IL whose mission is: Religious studies, educational meetings, conferences and seminars.

Also known as...

Gurdjieff Foundation of Illinois

Program areas at Gurdjieff Society and Foundation of Illinois

Meetings, conferences and seminars to achieve a better understanding and practice of Gurdjieff's teachings

Form 990s for Gurdjieff Society and Foundation of Illinois

Fiscal year ending	Date received by IRS	Form	PDF link
--------------------	----------------------	------	----------

Fiscal year ending	Date received by IRS	Form	PDF link
2021	n/a	990-N (e-Postcard)	
2019-12	2021-03-19	990	View PDF (/organizations/view_990/363323383/91e627a121b49d47fd0a80f5429f5d74)
2018-12	2019-07-24	990	View PDF (/organizations/view_990/363323383/9aafe88ff8192a7161d4dc33dc407bc1)
2017-12	2018-05-16	990	View PDF (/organizations/view_990/363323383/68b2d7b4c6112eada47fc3834b97b6cc)
2016-12	2017-04-13	990	View PDF (/organizations/view_990/363323383/8b2a4d26d47893f956dfa786e9769721)

...and 9 more Form 990s

Financials for Gurdjieff Society and Foundation of Illinois

Revenues Expenses Assets Liabilities

Revenues	FYE 12/2018
Total grants, contributions, etc.	\$32,715
Program services	\$0
Investment income and dividends	\$13
Tax-exempt bond proceeds	\$0
Royalty revenue	\$0
Net rental income	\$0
Net gain from sale of non-inventory assets	\$0
Net income from fundraising events	\$0
Net income from gaming activities	\$0
Net income from sales of inventory	\$0
Miscellaneous revenues	\$0

Revenues

FYE 12/2018

Total revenues

\$32,728

Personnel at Gurdjieff Society and Foundation of Illinois

Name	Title
Pamela Bingham	President
Catherine Johns	Secretary
Bruce Dodt	President
View purchase options (/accounts/subscribe_core/)	Past Treasurer

Organizations like Gurdjieff Society and Foundation of Illinois

Organization**Location**[South Dakota Amateur Radio Council \(/organizations/south-dakota-amateur-radio-council,460434043/\)](/organizations/south-dakota-amateur-radio-council,460434043/)[Salem, SD \(/directory/sioux-falls-sd-metro/\)](/directory/sioux-falls-sd-metro/)[Holy Spirit Catholic Radio of Mccook \(/organizations/holy-spirit-catholic-radio-of-mccook,464065341/\)](/organizations/holy-spirit-catholic-radio-of-mccook,464065341/)

Mccook, NE

[Ocala Mens Fellowship \(/organizations/ocala-mens-fellowship,472077045/\)](/organizations/ocala-mens-fellowship,472077045/)[Ocala, FL \(/directory/ocala-fl-metro/\)](/directory/ocala-fl-metro/)[Kansas City Healing Community \(/organizations/kansas-city-healing-community,532354691/\)](/organizations/kansas-city-healing-community,532354691/)Lees Summit, MO
[\(/directory/kansas-city-mo-ks-metro/\)](/directory/kansas-city-mo-ks-metro/)[New Haven Mikvah Society Incorporated \(/organizations/new-haven-mikvah-society-incorporated,510192431/\)](/organizations/new-haven-mikvah-society-incorporated,510192431/)[New Haven, CT \(/directory/new-haven-milford-ct-metro/\)](/directory/new-haven-milford-ct-metro/)[Tampa Ecumenical Prayer Team \(/organizations/tampa-ecumenical-prayer-team,593061113/\)](/organizations/tampa-ecumenical-prayer-team,593061113/)[Tampa, FL \(/directory/tampa-st-petersburg-clearwater-fl-metro/\)](/directory/tampa-st-petersburg-clearwater-fl-metro/)

Organization

Location

[The Bible Baptist Church of Jacksonville \(/organizations/the-bible-baptist-church-of-jacksonville,592934062/\)](#)

[Jacksonville, FL \(/directory/jacksonville-fl-metro/\)](#)

[Interdenominational Church Ushers Association of Columbus \(/organizations/interdenominational-church-ushers-association-of-columbus,311034074/\)](#)

[Columbus, OH \(/directory/columbus-oh-metro/\)](#)

[Northwest Ohio Emmaus Community \(/organizations/northwest-ohio-emmaus-community,341944295/\)](#)

[Bryan, OH](#)

[Emmaus Bible Camp of Trinity Lutheran Church in Moorhead MN \(/organizations/emmaus-bible-camp-of-trinity-lutheran-church-in-moorhead-mn,410870448/\)](#)

[Moorhead, MN \(/directory/fargo-nd-mn-metro/\)](#)

[Charitable Foundation of the Ogden Community United Methodist Church \(/organizations/charitable-foundation-of-the-ogden-community-united-methodist-church,421397823/\)](#)

[Ogden, IA \(/directory/ames-ia-metro/\)](#)

[Minot Literacy Volunteers \(/organizations/minot-literacy-volunteers,450417804/\)](#)

[Minot, ND](#)

[Gujarati Samaj of Sacramento \(/organizations/gujarati-samaj-of-sacramento,942700403/\)](#)

[Sacramento, CA \(/directory/sacramento-roseville-folsom-ca-metro/\)](#)

[Hindu Cultural Center of Southern California \(/organizations/hindu-cultural-center-of-southern-california,731698827/\)](#)

[Artesia, CA \(/directory/los-angeles-long-beach-anaheim-ca-metro/\)](#)

[Mindful Hawaii \(/organizations/mindful-hawaii,813683997/\)](#)

[Honolulu, HI \(/directory/urban-honolulu-hi-metro/\)](#)

[Modesto Bhajan Mandali \(/organizations/modesto-bhajan-mandali,800237700/\)](#)

[Modesto, CA \(/directory/modesto-ca-metro/\)](#)

[Harrisonburg Sacred Arts \(/organizations/harrisonburg-sacred-arts,824682727/\)](#)

[Harrisonburg, VA \(/directory/harrisonburg-va-metro/\)](#)

[Savannah Area Interfaith Justice Ministry-Sajjm \(SAIJM\) \(/organizations/savannah-area-interfaith-justice-ministry-sajjm,842998129/\)](#)

[Savannah, GA \(/directory/savannah-ga-metro/\)](#)

[Hindu Temple Society of New Mexico \(/organizations/hindu-temple-society-of-new-mexico,850458579/\)](#)

[Albuquerque, NM \(/directory/albuquerque-nm-metro/\)](#)

Organization

[South Florida Public Witnessing \(/organizations/south-florida-public-witnessing,843615934/\)](/organizations/south-florida-public-witnessing,843615934/)

[Greater Sidney Area Emmaus Community \(/organizations/greater-sidney-area-emmaus-community,204316828/\)](/organizations/greater-sidney-area-emmaus-community,204316828/)

[Merrick Sabbath Eruv Association \(/organizations/merrick-sabbath-eruv-association,112707500/\)](/organizations/merrick-sabbath-eruv-association,112707500/)

[Oconee River Basin Emmaus \(/organizations/oconee-river-basin-emmaus,352384531/\)](/organizations/oconee-river-basin-emmaus,352384531/)

[Hindu Students Council A New Jersey Nonprofit Corporation \(/organizations/hindu-students-council-a-new-jersey-nonprofit-corporation,473523535/\)](/organizations/hindu-students-council-a-new-jersey-nonprofit-corporation,473523535/)

[Bible Camps of Indiana \(/organizations/bible-camps-of-indiana,464592046/\)](/organizations/bible-camps-of-indiana,464592046/)

Location

[Fort Lauderdale, FL \(/directory/miami-fort-lauderdale-pompano-beach-fl-metro/\)](/directory/miami-fort-lauderdale-pompano-beach-fl-metro/)

[Sidney, OH \(/directory/dayton-kettering-oh-metro/\)](/directory/dayton-kettering-oh-metro/)

[Merrick, NY \(/directory/new-york-newark-jersey-city-ny-nj-pa-metro/\)](/directory/new-york-newark-jersey-city-ny-nj-pa-metro/)

Greensboro, GA

[Old Bridge, NJ \(/directory/new-york-newark-jersey-city-ny-nj-pa-metro/\)](/directory/new-york-newark-jersey-city-ny-nj-pa-metro/)

[Greenwood, IN \(/directory/indianapolis-carmel-anderson-in-metro/\)](/directory/indianapolis-carmel-anderson-in-metro/)

Nonprofit Types

[Charities \(/search/organizations/simple_filter/det_cats_types/charity/\)](/search/organizations/simple_filter/det_cats_types/charity/)

Issues

[Religion \(/search/organizations/simple_filter/det_cats_issues/religion/\)](/search/organizations/simple_filter/det_cats_issues/religion/)

Characteristics

[Religious \(/search/organizations/simple_filter/det_cats_characteristics/religious/\)](/search/organizations/simple_filter/det_cats_characteristics/religious/)

[State / local level \(/search/organizations/simple_filter/det_cats_characteristics/state/local/\)](/search/organizations/simple_filter/det_cats_characteristics/state/local/)

[Tax deductible donations \(/search/organizations/simple_filter/det_cats_characteristics/pub78_tax_deductible/\)](/search/organizations/simple_filter/det_cats_characteristics/pub78_tax_deductible/)

[e-Postcard filer \(/search/organizations/simple_filter/det_cats_characteristics/e-postcard_filer/\)](/search/organizations/simple_filter/det_cats_characteristics/e-postcard_filer/)

General information

Address

3252 W Bryn Mawr Ave
Chicago, IL 60659

Metro area

Chicago-Naperville-Elgin, IL-IN-WI

County

Cook County, IL

Website URL

[gurdjieff-illinois.org/](https://www.gurdjieff-illinois.org/)  (<https://www.gurdjieff-illinois.org/>)

IRS details

EIN

36-3323383

Fiscal year end

December

Taxreturn type

Form 990-N / Postcard

Year formed

1990

Eligible to receive tax-deductible contributions (Pub 78)

Yes

Categorization**NTEE code, primary**

X00: Religion: General

Parent/child status

Independent

Blog articles

[Impact of COVID-19 on Nonprofits \(/insights/impact-covid-on-nonprofits/\)](#)

[Private Foundation Excise Taxes on Undistributed Income \(/insights/private-foundation-excise-taxes-on-undistributed-income/\)](#)

[Foundation Grants to Individuals \(/insights/foundation-grants-to-individuals/\)](#)

[COVID-19 Grants to Nonprofits \(/insights/covid-19-grants-to-nonprofits/\)](#)

[Gifts from Private Foundations to Donor Advised Funds \(/insights/gifts-private-foundations-donor-advised-funds/\)](#)

Cause IQ is a website that helps companies grow, maintain, and serve their nonprofit clients, and helps nonprofits find additional foundation funding. Our data and tools help professionals prospect for nonprofits, research opportunities, benchmark their clients, and enrich existing information.

NONPROFITS

[Nonprofits by category \(/directory/categories-ntees/\)](#)

[Nonprofits by location \(/directory/locations/\)](#)

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[Benchmark clients \(/benchmarking/\)](#)

[Enrich information \(/enriching/\)](#)

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CUSTOMERS

[Accounting firms \(/accounting_firms/\)](#)

[Technology companies \(/software_companies/\)](#)

[Financial services firms \(/financial_firms/\)](#)

[Nonprofit organizations \(/nonprofit_organizations/\)](#)

[Fundraising firms \(/fundraising_firms/\)](#)

[Consulting firms \(/consulting_firms/\)](#)

[Other organizations \(/other_organizations/\)](#)

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EXHIBIT G



TOWN OF CORTLANDT
DEPARTMENT OF TECHNICAL SERVICES
CODE ENFORCEMENT DIVISION

Michael Preziosi, P.E.
Director – D.O.T.S

Martin G. Rogers, P.E.
*Director of Code
Enforcement/D.O.T.S.*

Holly Haight
*Assistant Director of Code
Enforcement*

Town Hall, 1 Heady Street
Cortlandt Manor, NY 10567
Main #: 914-734-1010
Fax #: 914-293-0991

Town Supervisor
Richard H. Becker

Town Board
James F. Creighton
Francis X. Farrell
Cristin Jacoby
Robert Mayes

To: Town of Cortlandt Planning Board

Cc: Chris Kehoe, AICP – Director, Department of Planning & Community Development

From: Martin G. Rogers, P.E. – Director of Code Enforcement *MGR 8.15.22*

Date: August 15, 2022

Re: Gurdjieff Foundation
1065 Quaker Bridge Road
Tax ID 68.15-2-1

Review has been performed for the documents submitted to date. The following was noted:

The Certificate of Incorporation is for a Membership Corporation not a Religious Organization.

The Danish Home is/was a conforming use in the current Town Code.

The Use proposed is not permitted.



THE DANISH HOME

A Century of Caring

Mr. David Douglas
Chairman
Zoning Board of Appeals
Town of Cortlandt
1 Heady Street
Cortlandt Manor, NY 10567

Dear David,

I am the Executive Director of the Danish Home, located at 1065 Quaker Bridge Road E. in Croton-On-Hudson. This letter confirms that Stenger Diamond & Glass LLP, DTS Provident Design Engineering LLP, and the Gurdjieff Foundation, Inc. are authorized by the Danish Home to prosecute a Zoning Board of Appeals application on behalf of the Danish Home with regard to our property in Croton-On-Hudson.

Please don't hesitate to contact me at the number above with any questions. Thank you for your consideration and attention to this matter.

Very truly yours,



TOWN OF CORTLANDT
DEPARTMENT OF TECHNICAL SERVICES
CODE ENFORCEMENT DIVISION

Michael Preziosi, P.E.
Director – D.O.T.S

Martin G. Rogers, P.E.
*Director of Code
Enforcement / D.O.T.S.*

Holly Haight
*Assistant Director of Code
Enforcement*

Town Hall, 1 Heady Street
Cortlandt Manor, NY 10567
Main #: 914-734-1010
Fax #: 914-293-0991

Town Supervisor
Richard H. Becker

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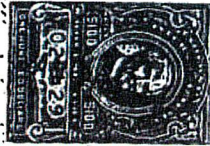
Ans. Vh
1322

LIBER 5294 PAGE 434

THIS INDENTURE, made the 11th day of January, nineteen hundred and fifty-four

BETWEEN

RAMBLE HILL RESORT CLUB CORP., a domestic corporation, having its principal office and place of business at Quaker Bridge Road (no street number), Croton-on-Hudson, New York,



party of the first part, and

DANISH HOME FOR THE AGED, INC., a domestic corporation, having its principal office and place of business at No. 1055 Forty-First Street, Brooklyn, New York,



party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE HUNDRED and 00/100

(\$100.00) ----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

(X)

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

BEGINNING at a stone monument marking the intersection of the easterly line of Old Croton Aqueduct with the southerly line of other lands of the City of New York at the northwesterly corner of the land of the grantor; running thence easterly along the average southerly face of the stone wall bounding said land of the City of New York ^{74° 06' 40"} East 201.22 feet; running thence southerly through lands of the grantor South 4° 29' 50" West 725 feet to an iron pipe monument South 18° 24' 00" West 1570 feet to an iron pipe monument South 27° 01' 28" West 772 feet to an iron pipe monument and South 44° 46' 00" East 97.43 feet to a point on the northerly side of Quaker Bridge Road; running thence westerly along said northerly side of Quaker Bridge Road North 53° 45' 30" West 93.76 feet and North 79° 11' 50" West 76.73 feet to land now or formerly of Gudrin Fritz-Holm; thence along said land of Fritz-Holm and lands now or formerly of Freich North 54° 27' 10" East 19.85 feet North 48° 50' 00" West 20.28 feet North 47° 03' 10" West 147.12 feet North 48° 35' 40" West 134.58 feet North 47° 21' 00" West 288.89 feet North 49° 08' 00" West 120.08 feet North 47° 24' 00" West 93.20 feet North 54° 08' 00" West 27.44 feet North 49° 59' 50" West 40.10 feet North 47° 49' 00" West 300.43 feet and North 46° 07' 40" West 218.77 feet to land of the City of New York (Old Croton Aqueduct); thence along the average easterly face of the stone wall bounding said Old Croton Aqueduct the following courses and distances: North 26° 20' 00" East 119.42 feet (Passing through a monument 25.33 feet from the end of said course); thence on a curve to the right with a radius of 950 feet through an arc of 19° 10' 29" 317.93 feet and North 45° 30' 29" East 2172.93 feet to the point or place of beginning.

TOGETHER with the right, title and interest, if any, of the party of the first part, in and to the land lying within any street, road or highway, in front of or adjoining the said premises and in and to any land lying in the bed of any stream or other body of water bordering the said premises.

(X)

SAID PREMISES ARE CONVEYED SUBJECT TO

- (a) Any state of facts an accurate survey would show;
- (b) Zoning Ordinance of the Town of Cortlandt and amendments thereto;
- (c) The natural flow of all brooks and streams running across portions of the premises above described;
- (d) Any state of facts a personal inspection of the premises might disclose;
- (e) Rights and easements to maintain and use poles and wires across the premises above described;
- (f) Covenants, provisions and easements set forth in instruments recorded in Liber 4009 of Conveyances, page 479, and Liber 4014 of Conveyances, page 484; insofar as the same may be in full force and effect;
- (g) The fact that the party of the first part may not have marketable title to so much of the premises having an area of 0.060 acre as may be included in the conveyance recorded in Liber 1961 of Conveyances, page 240.
- (h) Subject to a first mortgage of record now reduced to the principal sum of \$19,125.00 and interest.

Being the same premises which were conveyed to the Party of the First Part by a deed from Solomon M. Strausberg and others dated June 17, 1948 and recorded in the Clerk's Office of the County of Westchester, Division of Land Records, on June 21, 1948 in Liber 4644 of Conveyances, page 377.

TOGETHER 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 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.

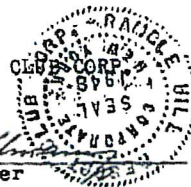
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

RAMBLE HILL RESORT CLUB CORP.

By *J. Allen Williams*
Treasurer



STATE OF NEW YORK, COUNTY OF WESTCHESTER SS:

On the 11th day of January 19 54, before me personally came GUALTERIO ULLMAN to me known, who, being by me duly sworn, did depose and say that he resides at No. Quaker Bridge Road (no. street number), Croton-on-Hudson, NY that he is the treasurer of RAMBLE HILL RESORT CLUB CORP., 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.

Reuben Chase

REUBEN CHASE
NOTARY PUBLIC, State of New York
Appointed for Westchester County
Term Expires March 30, 1957

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me, personally came 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 resides at No. ; that he knows ;

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF CORTLANDT County of Westchester, N. Y. A true copy of the original DEED RECORDED Jan. 20, 1954 at 12:02 PM at request of T. G. & T. CO.

FEE: \$ 7.10

No. 2258

EDWARD L. WARREN, County Clerk.

CONTRACT OF SALE

between

DANISH HOME FOR THE AGED, INC.

as Seller

and

GURDJIEFF FOUNDATION INC. or its assignee

as Purchaser

Dated: December 6, 2021

Premises:

1065 Quaker Bridge Road East, Town of Cortlandt, New York 10520

TABLE OF CONTENTS

SCHEDULES	ii
1. THE PREMISES	1
2. PURCHASE PRICE	2
3. THE DEPOSIT/ACCEPTABLE FUNDS	2
4. DUE DILIGENCE PERIOD	3
5. CLOSING	6
6. CONDITION OF TITLE	6
7. REPRESENTATIONS AND WARRANTIES	7
8. ACKNOWLEDGMENTS OF PURCHASER	10
9. VIOLATIONS/LIENS	12
10. CONDEMNATION AND CASUALTY	13
11. CLOSING DELIVERIES	15
12. APPORTIONMENTS/CREDITS	17
13. TITLE INSURANCE/OBJECTIONS TO TITLE	18
14. PURCHASER'S DEFAULT	20
15. SELLER'S INABILITY TO PERFORM/SELLER'S DEFAULT	20
16. BROKER	21
17. ESCROW	22
18. TAX CERTIORARI PROCEEDINGS	24
19. NOTICES	24
20. SURVIVAL	25
21. AMENDMENTS	25
22. NO WAIVER	25
23. SUCCESSORS AND ASSIGNS	25
24. PARTIAL INVALIDITY	25
25. SECTION HEADINGS INCORPORATION OF SCHEDULES	25
26. GOVERNING LAW	25
27. CONFIDENTIALITY	26
28. NO RECORDING OR NOTICE OF PENDENCY	26
29. ASSIGNMENT	27
30. COUNTERPARTS/ELECTRONIC SIGNATURES	27
31. NO THIRD PARTY BENEFICIARY	27
32. FURTHER ASSURANCES	27

SCHEDULES

Schedule A - Description of Premises.....	30
Schedule B - Permitted Exceptions.....	31
Schedule C - Real Estate Taxes	32
Schedule D - Pending Certiorari Proceedings.....	33

CONTRACT OF SALE ("Contract") made as of the ____ day of December 2021, by and between **DANISH HOME FOR THE AGED INC.**, a New York not-for-profit corporation, with offices at 1065 Quaker Bridge Road East, Town of Cortlandt, New York 10520 and **GURDJIEFF FOUNDATION INC.**, with an address of 123 E. 63rd St, New York, New York 10065 ("Purchaser"),

As of the date hereof, Seller owns fee simple title to the Premises, as defined below. Seller is willing to sell the Premises to Purchaser, and Purchaser is willing to purchase the Premises from Seller, upon the terms and conditions set forth below. Seller and Purchaser agree as follows:

1. **THE PREMISES.** Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this Contract: (a) the parcel of land more particularly described the attached Schedule "A" hereto, and as to be confirmed in a physical survey to be obtained by the Purchaser prior to or during the Due Diligence Period as set forth in paragraph 4 below ("Land"); (b) the building and other improvements situated on the Land (collectively, "Improvements"); (c) all right, title and interest of Seller, if any, in and to the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation; (d) the appurtenances and all the estate and rights of Seller in and to the Land and Improvements, including without limitation, all leases (including a "cell tower" lease), development rights and easements benefiting or appurtenant to the Land or Improvements ((a) through (d) collectively referred to as the "Premises"). The Premises is located in the Town of Cortlandt, County of Westchester, State of New York at the following address: 1065 Quaker Bridge Road East, Croton-On-Hudson, New York 10520.

2. PURCHASE PRICE. The purchase price for the Premises ("Purchase Price"), subject to closing adjustments and credits (if any) provided for in this Contract, and subject to the payment terms associated with the Due Diligence period as set forth in paragraph Four hereinafter, is TWO MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS and no/100 (\$2,950,000.00), payable as follows:

(A) Upon the Execution of this Contract ("Deposit"):	\$295,000.00
(B) Balance payable at Closing	<u>\$2,655,000.00</u>
Total:	\$2,950,000.00

3. DEPOSIT/ACCEPTABLE FUNDS.

(A) Purchaser will deliver the Deposit within the time period specified in (A) above to the Seller's attorneys, Reda & Birnbaum LLP, who will serve as escrow agent (the "Escrow Agent") and deposit the Deposit in the attorneys' IOLA account as set forth below.

(B) The Deposit shall be paid to the order of Escrow Agent by check or wire transfer initiated by Purchaser and drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York. The Escrow Agent shall hold the Deposit in an IOLA account located at Orange Bank & Trust, 254 S. Main Street, New City, New York, on the terms and conditions set forth in Paragraph 17 of this Contract.

(C) All monies that are payable under this Contract (other than those held by Escrow Agent, which shall be governed by (B) above and Paragraph 17) shall be paid at Closing by wire transfer, certified or bank checks of Purchaser drawn on any bank, savings bank, trust company or savings and loan associations having a banking office in the State of New York payable to the order of Seller.

4. DUE DILIGENCE PERIOD/CONTINGENCIES.

(A) Subject to the terms of this Paragraph 4, Purchaser, at its sole cost and expense, shall have the period beginning on the date that this Contract is fully executed and the Deposit is received by Seller, and ending thirty (30) days immediately thereafter (the "Due Diligence Period") to conduct a due diligence review of the Premises. Purchaser shall be entitled to one fifteen (15) day extension if such is requested. Such review may include inspections and investigations of the physical, structural and environmental (but in no event shall there be any environmental testing, intrusive or otherwise, without Seller's consent) conditions of the Premises; review of the state of title to the Premises; physical survey of the property; investigation of the general utility of the Premises; the zoning, land use, and building requirements and restrictions applicable to the Premises; and to conduct such other investigation and review which Purchaser shall in its opinion deem necessary to determine the suitability and feasibility of acquiring the Premises. Purchaser shall, upon request of Seller, provide Seller with any and all reports obtained regarding the subject Premises during the course of Purchaser's due diligence. If during the Due Diligence Period Purchaser decides not to Purchase the Premises for any reason whatsoever, Purchaser shall have the right to terminate this Contract by giving written notice to Seller prior to 5:00 p.m. New York time on the last day of the Due Diligence Period, as may be extended as set forth above ("Termination Notice"). If Purchaser exercises its right to terminate this Contract, except for those matters which expressly survive the termination thereof, Seller and Purchaser shall have no further rights or obligations hereunder and the Deposit shall be returned to Purchaser by Escrow Agent. If Purchaser does not deliver a Termination Notice prior to 5:00 p.m. New York time on the last day of the Due Diligence Period or any extension thereof, Purchaser shall be deemed to have waived its right to terminate the Contract pursuant to this Paragraph 4.

(B) Any inspection of the Premises during the Due Diligence Period shall be conducted upon at least two (2) business days' prior written notice to Seller (which notice may be by e-mail). Purchaser shall not perform any tests, intrusive or otherwise, with respect to the Premises without the prior written consent of Seller in each instance, not to be unreasonably withheld or delayed. Purchaser shall (i) exercise reasonable care at all times during its inspections, (ii) observe and comply with all applicable laws and any conditions imposed by any insurance policy then in effect with respect to the Premises, (iii) repair any physical damage caused by the inspections or tests conducted by Purchaser or its agents, (iii) not engage in any activities which would violate the provisions of any permit or license pertaining to the Premises, and (iv) be present, or have a duly authorized agent present, at all times during its entry. Seller shall have the right to have a representative of Seller accompany Purchaser or its agent(s) during any such entry upon the Premises.

(C) As a condition precedent to entering the Premises in connection with any inspection or test, Purchaser shall maintain at its sole cost and expense, a policy of comprehensive general public liability and property damage insurance by an insurer acceptable to Seller with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for any single occurrence and One Million Dollars (\$1,000,000.00) annual aggregate. In addition to insuring Purchaser, Seller and its property manager (if required) shall be named as additional insureds. Such policy shall insure against any injuries or damages to persons or property that may result from or are related to Purchaser's entry upon the Premises and any inspection or other activity conducted thereon by representatives or agents of Purchaser. Such insurance shall contain a provision to the effect that the insurance provided by Purchaser hereunder shall be primary and noncontributing with no other insurance available to Seller, and insuring Purchaser's indemnity

obligations set forth in (D) below. Purchaser shall deliver evidence of such insurance coverage to Seller prior to the commencement of the first inspection and proof of continued coverage throughout the Due Diligence Period.

(D) Purchaser agrees to indemnify, defend and hold Seller, its officers, members, employees, and agents harmless from and against any and all liability, loss, cost, judgment, claim, damage or expense (including, without limitation, reasonable attorneys' fees and expenses), resulting from or arising out of the inspection and investigation of, or entry upon the Premises by Purchaser and/or Purchaser's employees, agents, consultants, and contractors. The foregoing indemnification shall survive the Closing or the termination of this Agreement.

(E) Notwithstanding any provision in this Contract to the contrary, neither Purchaser nor any representative or agent of Purchaser, shall contact any Federal, state, county, municipal or other department or governmental agency regarding the Premises without Seller's prior written consent thereto. In addition, if Seller's consent is obtained by Purchaser, Seller shall be entitled to receive at least three (3) business days prior written notice of the intended contact and shall be entitled to have a representative present when Purchaser has any such contact with any governmental official or representative. Notwithstanding the foregoing, Purchaser shall have the right to make reasonable inquiry with the Town of Cortlandt for purposes of ascertaining the status of the certificate(s) of occupancy, violations, existing permits, any zoning and land use matters generally, tax issues affecting the Premises, or any other matter concerning the Premises, without any notice to Seller and without a representative of Seller being present.

(F) If Seller furnishes Purchaser with any materials relating to the Premises, Purchaser acknowledges that such information is confidential and proprietary, and agrees to keep all such information confidential and not disclose any such information to any third party, except

to the extent necessary to carry out the rights and responsibilities of Purchaser pursuant to this Paragraph 4. If Purchaser exercises the right to terminate this Contract in accordance with this Paragraph 4, Purchaser shall, within five (5) days after notice of termination, return to Seller all materials, data (including all copies thereof) and any other information relating to the Premises previously furnished by Seller.

(G) Purchaser's right to inspect the Premises shall survive the expiration of the Due Diligence Period and may take place from time to time prior to the Closing, provided that such inspection is done in compliance with all the requirements set forth in subparagraphs (B) through (G) above.

5. CLOSING/THIRD PARTY APPROVALS. The "Closing" shall mean the consummation of each of the actions set forth in Paragraph 11 of this Contract, or the waiver of such action by the party in whose favor such action is intended. Subject to third party approvals as set forth below, the Closing (also referred to in this Contract as the "Closing Date") shall take place no later than fifteen (15) days after the date upon which all of the following have occurred: (a) the contractual contingencies have been satisfied; and (b) the building has been vacated (except in the case of any tenancies that survive Closing) including removal of Seller's equipment. However, in no event shall closing occur after January 31, 2022, unless the required third party approvals, as set forth below, have not been obtained by such date, in which case the closing will occur within 15 days of the date such third party approvals have been obtained. In the event that third party approvals have not been obtained by March 31, 2022, either party shall have the right to terminate this Contract and the Deposit shall be promptly refunded to Purchaser. The Closing shall take place at the offices of Seller's attorneys, Reda & Birnbaum LLP, 82 Maple Avenue, New City, New York 10956, or such other location as is reasonable and agreed upon by the parties.

Notwithstanding the above, the parties acknowledge that this transaction is contingent upon the approval of the New York State Attorney General Charities Bureau and an order of a Justice of the New York State Supreme Court, and that Closing cannot occur without such approvals.

6. CONDITION OF TITLE. The Premises shall be sold, and title thereto conveyed, subject only to the Permitted Exceptions set forth on Schedule "B". Title to the Premises shall be such title as Purchaser's title insurance company ("Title Insurer") shall be prepared to insure, subject only to the Permitted Exceptions and the provisions of Paragraph 13 below.

7. REPRESENTATIONS AND WARRANTIES

(A) By Seller. Seller represents and warrants to Purchaser as follows:

(i) Seller is the sole owner of the Premises. Seller has not granted any options, rights of first refusal or rights of first offer to purchase the Premises to any individual, firm or entity. Seller acknowledges that a "cell tower" lease agreement with a business partner of Verizon, Inc. is currently in effect and shall bind the Purchaser upon its purchase. A true and correct copy of the cell tower lease is attached hereto as Schedule "E". No claim has been asserted against Sellers adverse to their rights in the Premises, and to the knowledge of Sellers, none has been threatened.

(ii) Seller is a duly formed not-for-profit corporation under the laws of the State of New York and is in good standing under such jurisdiction. Seller will take all necessary action to authorize the execution and delivery of this Contract and the consummation of the transaction contemplated herein. Except as indicated above regarding Attorney General and New York State Supreme Court approval, it has the power and authority to execute all instruments and documents necessary to effect such transaction, and the person signing this

Contract on behalf of Seller is authorized to do so. When duly executed and delivered by the parties, this Contract shall constitute a valid and legally binding obligation on Seller and will be enforceable against Seller in accordance with its terms.

(iii) Seller has no actual knowledge of any violations of any federal, state or municipal laws or ordinances with respect to the Premises and Seller has not received a written notice of any such violation(s) by any governmental authority. Seller has no actual knowledge and has not been notified of any zoning or other municipal hearing affecting the Premises. Sellers will notify Purchaser promptly if they receive notice or acquires knowledge of the above.

(iv) Seller is not now a party to any litigation or administrative proceeding relating to the Premises, and Seller has no actual knowledge of any litigation or proceeding commenced or threatened affecting the Premises.

(v) To Seller's actual knowledge, no statement, representation or warranty made by Seller anywhere in this Contract contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements are made, misleading.

(vi) Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended and the income tax regulations.

(vii) To Seller's actual knowledge the Premises is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Materials, nor has Seller received any written notice from any governmental authority indicating that the Premises is in violation of any such ordinance, law, rule, regulation, order or requirement. Neither Seller, nor to Seller's actual knowledge, any third party, has used, manufactured, generated, treated, stored, disposed of or

released any Hazardous Materials on, under or about the Premises or in the vicinity of the Premises. Neither Seller, nor to Seller's actual knowledge, any third party has installed, used or removed any underground storage tank on, from or in connection with the Premises except in full compliance with all applicable environmental laws, and, to Seller's knowledge, there are no underground storage tanks (whether existing or abandoned) located on, under or about the Premises except as set forth in the prior sentence.

(viii) There are no pending or threatened condemnation or eminent domain proceedings affecting the Premises.

(ix) There are no pending certiorari proceedings.

(x) There are no service agreements that would bind Purchaser following its acquisition of the Property, and Seller shall not enter into any service agreements prior to the Closing which will be binding on Purchaser without Purchaser's consent.

(xi) There is currently in full force and effect policies of insurance for fire and extended coverage risks and commercial general liability appropriate in form and amount for comparable properties in the area, and Seller agrees to cause all such existing policies to be maintained through and including the Closing Date. Seller shall cancel all such policies as of the Closing Date unless they are assignable and Purchaser elects to assume such assignable policies, in which event the premiums therefore shall be adjusted at Closing. Seller shall provide Purchaser with a copy of all such policies upon request.

(xii) Seller shall cooperate with Purchaser and the existing cell tower lessee to effectuate a successful assignment of leasehold rights to Purchaser. The Seller has not entered into any other leases or tenancies related to the Premises.

(xiii) As of the Closing Date, Seller will own fee simple title to the Premises, subject only to the Permitted Exceptions set forth in Schedule "B". The Premises shall be delivered to Purchaser vacant, broom clean with all furniture, fixtures, equipment and personal property not affixed to the Premises removed and free of all tenancies, including any tenants or occupants in the cottage on the Premises, or other occupants other than as set forth in the cell tower lease and in compliance with all federal, state and local laws, subject to Paragraph 9.

(H) By Purchaser. Purchaser represents and warrants to Seller as follows:

(i) If this Contract is assigned to an entity, such entity is duly organized under the laws of the state of formation and in good standing under such jurisdiction. It has the power and authority to perform this Contract and to execute all instruments and documents in connection therewith.

(ii) The execution and delivery of this Contract will not conflict with or violate any provision of law to which Purchaser is subject, or any agreement or instrument to which Purchaser is a party or by which it is bound; or any order or decrees applicable to Purchaser. Purchaser has obtained any consents, authorizations or orders of any court or governmental agency or body that is required for the execution, delivery or performance by Purchaser of this Contract. There is no action, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could materially interfere with the consummation of the transaction contemplated by this Contract.

(iii) As of the date of this Contract, it has no knowledge of any state of facts to lead it to reasonably conclude that it will not be able to timely complete the obligations by it to be performed in accordance with this Contract.

(C) The representations and warranties of Seller and Purchaser set forth above shall be true, accurate and complete as of the date hereof and on the Closing Date, but shall not survive the Closing Date except as may otherwise be expressly provided in this Agreement. The parties may modify or update any representation or warranty in this Contract to correct any mistake and/or reflect any matter which arises or is discovered after the date of this Contract.

8. ACKNOWLEDGMENTS OF PURCHASER. Purchaser acknowledges that:

(A) It shall have the right to inspect the Premises pursuant to Paragraph 4, and subject to Purchaser's Due Diligence inspections as set forth in Paragraph 4, shall accept the Premises "as is" at the Closing and in its present condition as of the date hereof, subject to reasonable wear and tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any change in such condition by reason thereof subsequent to the date of this Contract.

(B) In entering into this Contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements with respect to the condition of the Premises, whether express or implied, made by Seller or any agent, broker, employee or other representative of Seller which are not expressly set forth in this Contract, whether or not any such representations, warranties or statements were made in writing or orally. It is understood and agreed that all understandings and agreements previously had between the parties are hereby merged in this Contract.

(C) By way of example and not limitation, it is understood and agreed that, except as may be specifically set forth in this Contract, and without affecting Purchaser's right to terminate this Contract as expressly provided for herein, no representation has been made to Purchaser as to any of the following matters: (i) the current or future real estate tax liability, assessment or

valuation of the Premises; (ii) the potential qualification of the Premises for any and all benefits conferred by federal, state or municipal laws, whether for subsidies; special real estate tax treatment, insurance, mortgages, or any other benefits; (iii) the ability to obtain a change in the zoning or a variance with respect to the Premises' non-compliance, if any, with said zoning ordinances; (iv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Premises from any source, including, but not limited to, any state, city or federal government or institutional lender; (v) the present and future condition and operative state of any and all machinery or equipment on the Premises and the present or future structural and physical condition of any building thereon; and (vi) the ownership or state of title of personal property, if any, on the Premises. Purchaser hereby expressly acknowledges that except as may be specifically set forth in this Contract, no such representations have been made.

(D) If Purchaser does not exercise its right pursuant to Paragraph 4 to terminate this Contract, Purchaser shall be deemed to have acknowledged that it had an opportunity during the Due Diligence Period to conduct its own investigation of the Premises with regard to Hazardous Materials and compliance of the Premises with Relevant Environmental Laws (as such terms are defined below), and that Purchaser is aware (or has had sufficient opportunity to become aware) of the environmental conditions of, affecting or related to the Premises. Subject to Purchaser's rights under Paragraph 4 hereof, Purchaser agrees to take the Premises subject to such conditions, if any. Purchaser hereby releases Seller, its principals and affiliates, and their respective officers, directors, members, managers, partners, agents, employees, successors and assigns, from and against any and all claims, counterclaims and causes of action which Purchaser may now or in the future have against any of the foregoing parties arising out of the existence of Hazardous Materials affecting the Premises. "Hazardous Materials" shall mean any solid wastes, toxic or hazardous

substances, wastes or contaminants, polychlorinated biphenyls, paint or other materials containing lead, urea formaldehyde foam insulation, radon, asbestos, and asbestos-containing material, petroleum product and any fraction thereof as any of these terms is defined in or for the purposes of any Relevant Environmental Laws. "Relevant Environmental Laws" shall mean any and all laws, rules, regulations, orders and directives, whether federal, state or local, applicable to the Premises or any part thereof with respect to the environmental condition of the Premises and any adjacent property, and any activities conducted on or at the Premises. The provisions of this subparagraph (D) shall survive the Closing.

9. VIOLATIONS/LIENS.

(A) Except as provided in subparagraph (B) below, all notices of violations of law or governmental ordinances or requirements which were noted or issued prior to the date of this Contract and all liens which have attached to the Premises prior to the date of the Contract pursuant to any governmental orders or requirements shall be removed or complied with by Seller. If such removal or compliance has not been completed prior to the Closing, subject to the mutual agreement of the parties, Seller may pay to Purchaser at the Closing the reasonably estimated unpaid cost to effect or complete such removal or compliance, as determined by a contractor mutually agreed upon by the parties, and Purchaser shall accept title to the Premises subject thereto, unless the same would render title unmarketable.

(B) If the reasonably estimated aggregate cost to remove or comply with any violations or liens which Seller is required to remove or comply with pursuant to the provisions of subparagraph (A) above shall exceed \$20,000.00 ("Maximum Amount"), Seller shall have the right to cancel this Contract, in which event the sole liability of Seller shall be to refund the Deposit to Purchaser, unless Purchaser elects to accept title to the Premises subject to all such

violations, in which event Purchaser shall be entitled to a credit of an amount equal to the Maximum Amount against the monies payable at Closing.

(C). If required, Seller, upon written request by Purchaser, shall promptly furnish to Purchaser written authorizations to make any necessary searches for the purposes of determining whether notes or notices of violations have been noted or issued with respect to the Premises prior to the Closing Date.

10. CONDEMNATION AND CASUALTY.

(A) If prior to the Closing, the Premises, or any part thereof, is materially damaged (as defined in subparagraph (C) below by any fire or other casualty, Purchaser shall have the right, by giving written notice to Seller within ten (10) days after receipt of Seller's written notice of such damage or destruction (but in any event prior to the Closing), either (i) to terminate this Contract, in which case neither party shall have any further rights or obligations hereunder, and the Deposit shall be returned to Purchaser and any documents delivered hereunder shall be returned to the party delivering the same and Purchaser shall be responsible for any fees to the Title Insurer, or (ii) to accept the Premises in its then condition and to proceed with the Closing with no abatement or reduction of the Purchase Price other than as set forth in the following sentence. If Purchaser elects option (ii), then at the Closing, (a) Seller shall assign and turn over to Purchaser, and Purchaser shall be entitled to receive and keep, all of Seller's interest in and to all casualty insurance proceeds payable in connection with such casualty (and Seller also shall pay to Purchaser any proceeds already received) and (b) Purchaser shall receive a credit against the Purchase Price for the amount of any deductible. Seller shall not compromise, settle or adjust any claims to such proceeds without Purchaser's prior written consent, not to be unreasonably withheld.

(B) If prior to the Closing any non-material portion of the Premises is damaged by any fire or other casualty, Purchaser shall accept the Premises in its then condition (without any abatement or reduction in the Purchase Price other than as set forth in the following sentence) and proceed with the Closing, in which case Purchaser shall be entitled to an assignment of all of Seller's rights to any insurance proceeds to the extent payable to Seller and to a payment/credit for any proceeds already received by Seller. Purchaser also shall receive a credit against the Purchase Price at Closing for the amount of any deductible, and Seller shall not compromise, settle or adjust any claims to insurance proceeds without Purchaser's prior written consent, not to be unreasonably withheld.

(C) For the purpose of this Paragraph 10, damage to the Premises by reason of a fire or other casualty shall be deemed to involve a material portion thereof if the reasonably estimated cost of restoration or repair of such damage shall exceed Twenty Thousand (\$20,000) Dollars.

(D) If prior to the Closing, all or any portion of the Premises is subject to a taking by public authority pursuant to a condemnation proceeding or by right of the exercise of eminent domain, Seller shall promptly notify Purchaser, and Purchaser shall have the right, exercisable by giving notice to Seller within twenty (20) days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Contract, in which case neither party shall have any further rights or obligation hereunder, and the Deposit shall be returned to Purchaser, and any documents delivered hereunder shall be returned to the party delivering the same, and Purchaser shall be responsible for any fees to the Title Insurer, or (ii) to accept the Premises in its then condition, without any abatement or reduction in the Purchase Price, and to receive an assignment of all of Seller's rights to any condemnation award payable by reason of

such taking (and Seller shall pay to Purchaser any proceeds already received). If Purchaser elects to proceed under clause (ii), Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent, not to be unreasonably withheld.

11. CLOSING DELIVERIES.

(A) By Seller. At the Closing, Seller shall deliver to Purchaser, executed and acknowledged, as applicable:

(i) A Bargain and Sale Deed Without Covenant against Grantor's Acts, properly executed in form for recording so as to convey the title required by this Contract.

(ii) Checks to the order of the appropriate officers (or payment through the Title Insurer) in payment of all applicable real property transfer taxes and copies of any required tax returns (including Form TP-584) in connection therewith executed by Seller. Such checks shall be certified or official bank checks if required by the taxing authority (or the Title Insurer), unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof, and (b) a certification of non-foreign status, in form required by Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and income tax regulations, signed under penalty of perjury. Seller understands that such certification will be retained by Purchaser and will be made available to the Internal Revenue Service on request.

(iii) Evidence of authority, good standing (if applicable) and due authorization of Seller to enter into the within transaction and to perform all of its obligations hereunder, including, without limitation, the execution and delivery of all of the closing documents required by this Contract, and setting forth such additional facts, if any, as may be needed to show that the transaction is duly authorized and is in conformity with Seller's organizational documents and applicable laws to the extent required by Title Insurer to enable Title Insurer to omit all exceptions regarding Seller's good standing, authority and authorization.

(iv) All insurance policies, true copies or certificates thereof which are assignable and which Purchaser has agreed to assume.

(v) To the extent in Seller's possession, certificates, licenses, permits, authorizations and approvals pertaining to the Premises that have been issued by municipal and other governmental authorities.

(vi) A signed Form RP-5217 and a duly completed and signed Form TP-584.

(vii) Such affidavits as the Title Insurer shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.

(viii) Leasehold agreement and leasehold assignment documentation.

(ix) Possession of the Premises in the condition required by this Contract and keys therefor.

(x) Such other documents required by this Contract to be delivered by Seller at the Closing.

(B) By Purchaser. At the Closing, Purchaser shall deliver to Seller, executed and acknowledged, as applicable:

(i) The balance of the Purchase Price and all other amounts payable by Purchaser to Seller at the Closing pursuant to this Contract, as adjusted for apportionments pursuant to Paragraph 12, and any other credits or adjustments provided in this Contract.

(ii) A signed Form TP-584.

(iii) A signed Form RP-5217.

(iv) If this Contract is assigned to an entity ("Assignee"), a copy of the Assignee's certificate of formation or certificate of incorporation, as applicable, and evidence of authority, good standing, and due authorization of Assignee to enter into the within transaction and to

perform all of its obligations hereunder, including, without limitation, the execution and delivery of all of the closing documents required by this Contract, and setting forth such additional facts, if any, as may be needed to show that the transaction is duly authorized and is in conformity with Assignee's organizational documents and applicable laws.

(v) Such other documents required by this Contract to be delivered by Purchaser at Closing.

12. APPORTIONMENTS/CREDITS.

(A) The following shall be apportioned between Seller and Purchaser at the Closing with respect to the Premises as of 11:59 p.m. of the day immediately preceding the Closing Date, and the net amount thereof shall be paid by Purchaser to Seller or credited to Purchaser, as the case may be, at the Closing:

(i) Real estate taxes, sewer rents, water rates and charges and similar charges (singularly, "Imposition" and collectively, "Impositions") on the basis of the respective periods for which the same are assessed. If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuations. Promptly after the new tax rate is fixed, the apportionment of taxes shall be recomputed and any discrepancy resulting from such reconciliation shall be promptly corrected, which obligation shall survive the Closing.

(ii) Permit, license and inspection fees, if any, on the basis of the fiscal year for which levied, if the rights or obligations with respect thereto are transferred to Purchaser.

(iii) Fuel, if any, at the cost per gallon most recently charged to Seller, based on the supplier's measurements thereof, plus sales taxes thereon, which measurements shall be given by Seller to Purchaser as close to the Closing Date as is reasonably practicable, and which, absent manifest error, shall be conclusive and binding on Seller and Purchaser.

(iv) Deposits on account with any utility company servicing the Premises to the extent transferred to Purchaser shall not be apportioned, but Seller shall receive a credit in the full amount thereof.

(v) Insurance premiums on transferable policies assumed by Purchaser, if any.

(vi) Apportionments related to the pending cell tower leasehold agreement.

(vi) Any other items customarily apportioned in connection with the sale of properties similarly situated to the Premises.

(C) If there are meters measuring water consumption or sewer usage at the Premises, Seller shall attempt to obtain readings to a date not more than ten (10) days prior to the Closing Date.

(D) Any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligation shall survive the Closing.

13. TITLE INSURANCE / OBJECTIONS TO TITLE.

(A) Within fifteen (15) days after the full execution and delivery of this Contract, Purchaser shall order an examination of title and upon receipt of the title report shall cause a copy of same to be forwarded to Seller's attorney. Purchaser shall pay the costs of examination of title and any owner's policy of title insurance to be issued insuring Purchaser's title to the Premises (which shall be issued by Title Insurer), as well as all other title charges, endorsement costs, reinsurance and coinsurance costs, survey fees and costs, recording charges and any and all other title costs or expenses incident to the Closing. The Seller shall pay the New York State Real Property Transfer Tax as set by law and the expenses of procuring and recording satisfactions or releases of any existing mortgages, liens, judgments, or notes related to the Premises.

(B) Seller shall be entitled to a reasonable adjournment or adjournments of the Closing for up to sixty (60) days to remove any defects in or objections to title (other than Permitted Exceptions) noted in the title report and any other defects or objections to title (other than Permitted Exceptions) which may be disclosed on or prior to the Closing Date. If Seller is unable, or elects not to attempt, to eliminate any exceptions to title which are not Permitted Exceptions, and accordingly, is unable to convey title to the Premises in accordance with the provisions of this Contract, Seller shall so notify Purchaser and, within five (5) business days after receipt of such notice from Seller, Purchaser shall elect either (i) to terminate this Contract by notice given to Seller (time being of the essence with respect to Purchaser's notice), in which event the provisions of subparagraph D below shall apply, or (ii) to accept title to the Premises subject to such exceptions (in which case such exceptions shall be deemed Permitted Exceptions), without any abatement of the Purchase Price. If Purchaser shall not notify Seller of such election within such five (5) business day period, Purchaser shall be deemed to have elected clause (ii) above with the same force and effect as if Purchaser had elected clause (ii) within such five (5) business day period.

(C) If the title report discloses judgments, bankruptcies or similar returns against persons or entities having names the same as or similar to that of Seller but which returns are not against Seller, Seller, on request, shall deliver to Purchaser or Title Insurer affidavits to the effect that such judgments, bankruptcies or returns are not against Seller, in form and substance sufficient to permit removal of same as exceptions in Purchaser's title policy.

(D) If Purchaser or Seller terminates this Contract because Seller is unable to

convey title in accordance with the express terms herein, the sole liability of Seller shall be to refund the Deposit to Purchaser. Upon the giving of the termination notice and Seller's refund of the Deposit, this Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liabilities other than those that expressly survive the termination of the Contract.

14. PURCHASER'S DEFAULT. If Purchaser shall default hereunder and such default is not cured within 10 days of written notice by Seller, or shall fail or refuse to perform its obligations in accordance with this Contract on the Closing Date, when Seller is ready, willing and able to close in accordance with the terms of this Contract, the parties agree that Seller's sole remedy shall be to terminate this Contract and retain the Deposit as liquidated damages, it being expressly understood and agreed that in the event of Purchaser's default, Seller's damages would be impossible to ascertain and that the Deposit constitutes a fair and reasonable amount of compensation in such event. Upon such termination, neither party to this Contract shall have any further rights or obligations hereunder except that: (a) Purchaser shall return to Seller all written material relating to the Premises or the transaction contemplated herein delivered by or on behalf of Seller; and (b) Escrow Agent shall deliver to Seller and Seller shall retain the Deposit as liquidated damages in accordance with the terms of Paragraph 17 hereof. Notwithstanding the foregoing, the liquidated damages for termination of this Contract by reason of Purchaser's default hereunder shall not preclude Seller from exercising any and all remedies for Purchaser's breach of any obligations under this Contract which expressly survive the termination of this Agreement ("Surviving Obligations").

15. SELLER'S INABILITY TO PERFORM / SELLER'S DEFAULT. If Seller shall default in its obligation to convey the Premises to Purchaser in accordance with the terms of this Contract, then Purchaser, as its sole and exclusive remedy, may terminate this Contract, in

which event Escrow Agent shall refund to Purchaser the Deposit and neither party shall thereafter have any further rights or obligations hereunder, other than the Surviving Obligations (as defined in Paragraph 14 above). Notwithstanding the foregoing, if Purchaser alleges that Seller is unwilling (but is otherwise able) to perform its obligations hereunder, then within thirty (30) days after the then scheduled Closing Date, Purchaser may bring an action in equity against Seller for specific performance. In no event may Purchaser bring an action against Seller for damages or seek any remedy (whether or not in an action at law or in equity) against Seller that could require Seller to pay any monies to Purchaser whether characterized as damages or otherwise (except for an action to compel Escrow Agent to return the Deposit to Purchaser if Purchaser is, in fact, entitled to the return thereof in accordance with this Contract and except as set forth in Paragraph 26). The untruth or inaccuracy of any representation or warranty of Seller or Seller's noncompliance with any of its covenants shall not be deemed a willful default by Seller, provided that Seller has complied with its obligations under Paragraph 7(C) with respect thereto.

Purchaser agrees that it shall look solely to the Premises, and not to any other assets of Seller, or to the individual members, managers, directors, officers, employees, or agents of Seller to enforce its rights hereunder, and that none of the members, managers, directors, officers, employees, or agents of Seller shall have any personal obligation or liability hereunder, and Purchaser shall not seek to assert any claim or enforce any of its rights hereunder against such party. The provisions of this Paragraph 15 shall survive the Closing or termination of the Contract.

16. BROKER. Purchaser represents to Seller, and Seller represents to Purchaser, that RAND COMMERCIAL (listing) and HUDSON RIVER LINE REALTY (selling) served as real estate brokers in connection with this transaction. Seller shall be responsible for payment of commission to these real estate brokers upon the consummation of the transaction. The parties

hereby indemnify and hold each other harmless from and against any and all claims for breach of any of the foregoing representation, including any commission, fee or other compensation by any other person or entity who shall claim to have dealt with Purchaser or Seller in connection with this transaction and for any and all costs incurred by the damaged party, including, without limitation, reasonable attorneys' fees and disbursements. The provisions of this Paragraph 16 shall survive the Closing or earlier termination of this Agreement.

17. ESCROW. In addition to the terms and conditions set forth in Paragraph 3(A) and 3(B) for delivery by Purchaser of the Deposit to Escrow Agent, the following terms shall govern the rights and responsibilities of Escrow Agent.

(A) Escrow Agent shall hold the Deposit in an IOLA account and deliver to Seller the Deposit at and upon the Closing.

(B) If this Contract is terminated in accordance with the terms hereof, Escrow Agent shall pay the Deposit to Seller and/or Purchaser, as the case may be, in accordance with the provisions of this Contract. If the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand, and if Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment without further inquiry. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Contract or a final judgment of a court of competent jurisdiction. However, Escrow Agent shall have the right at any time to deposit the escrowed proceeds with the clerk of

the appropriate court of the county in which the Premises are located. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(C) Escrow Agent shall not be liable or responsible for the collection of the Proceeds of any checks used to pay the Deposit, and shall be entitled to rely in the performance of its duties hereunder on any document, instrument or signature believed by it to be genuine and signed by either of the other parties hereto or their successors and permitted assigns.

(D) Escrow Agent may resign upon ten (10) days written notice to Seller and Purchaser. If a successor Escrow Agent is not appointed by Seller and Purchaser within such ten (10) day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

(E) Seller and Purchaser acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience; that it shall not be deemed to be the agent of either of the parties; and it shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees incurred in connection with the performance of its duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Contract or involving gross negligence.

(F) Escrow Agent has executed this Agreement solely to confirm that it has received the Deposit and will hold the Deposit in escrow, pursuant to the provisions of this Contract. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Contract unless in writing and signed by it, Seller and Purchaser.

(G) The parties understand and acknowledge that Escrow Agent may also serve as Seller or Purchaser's counsel, and that Escrow Agent shall have the right to represent Seller or Purchaser in any dispute between Seller and Purchaser with respect to the Deposit, this Contract or otherwise.

18. TAX CERTIORARI PROCEEDINGS.

Purchaser shall have the right, at Purchaser's sole expense, to file and prosecute tax grievances with the applicable municipalities prior to Closing. Seller shall reasonably cooperate with any requests in this regard.

19. NOTICES. All notices, demands or requests made pursuant to or under or this Contract (in each case, a "Notice") must be in writing and given by hand delivery; or by certified mail, return receipt requested; or by national overnight delivery service; or by electronic mail (with copy acknowledged by the receiving party). Such Notice shall be deemed given when received or when delivery is refused. Notices may be given either by a party hereto or by such party's attorney set forth below. Either party may designate a new address for Notices by giving notice thereof in the same manner set forth herein.

Such notices shall be addressed as follows:

If to Seller:

James M. Birnbaum, Esq.
Reda & Birnbaum LLP
82 Maple Avenue
New City, New York 10956
Tel: (845)634-7901
E-mail: jb@redabirnbaumlaw.com

If to Purchaser:

Jessica J. Glass, Esq.
Stenger, Diamond & Glass LLP
1136 U.S. Rte 9, Ste 2
Wappingers Falls, New York 12590
Tel: (845)298-2000 x112
E-mail: jglass@sdglaw.com

20. SURVIVAL. Except as otherwise provided in this Contract, no representations, warranties, covenants or other obligations of Seller set forth in this contract shall survive the Closing, and no action based thereon shall be commenced after the Closing.

21. AMENDMENTS. This Contract may not be changed, modified or terminated, nor may any provision hereunder be waived except by an instrument executed by all of the parties hereto (including Escrow Agent), unless expressly provided otherwise in this Contract.

22. NO WAIVER. No waiver by either party of any failure or refusal to comply with its obligations under this Contract shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

23. SUCCESSORS AND ASSIGNS. This Contract shall inure to the benefit of, and shall bind the parties hereto and the heirs, executors, administrators, successors and permitted assigns of the respective parties.

24. PARTIAL INVALIDITY. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Contract shall not affect the validity or enforceability of the remaining portions therein or any part thereof.

25. SECTION HEADINGS; INCORPORATION OF SCHEDULES. The headings of the various paragraphs and subparagraphs of this Contract have been inserted only for convenience, and are not part of this Contract, and shall not be deemed in any manner to modify, explain or restrict any of the provisions herein. Unless otherwise provided in this Contract, any reference herein to a Schedule is understood to be a reference to the Schedules annexed to this Contract, which Schedules shall be incorporated into this Contract as if fully set forth herein.

26. GOVERNING LAW. This Contract shall be governed by, interpreted under and enforced in accordance with the laws of the State of New York, without reference to conflicts of laws principles. Each of the parties hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of relating to this Contract. Any action brought hereunder shall be brought in a court of law located in Westchester County, State of New York. The prevailing party in any such litigation shall be entitled to recovery of all of its fees and expenses (including reasonable attorneys' fees, court costs and disbursements) incurred in such action.

27. CONFIDENTIALITY. Except as may be required by law (including, without limitation, for purposes of filing requests for approvals with the New York State Attorney General's Office and the New York State Supreme Court) or in connection with any court or administrative proceeding, neither Purchaser nor Seller, nor their respective agents or designees, shall cause, permit or suffer any disclosure which sets forth the terms of the transactions contemplated hereby (other than to Purchaser's or Seller's consultants, advisors, attorneys, accountants, lenders and investors or potential investors, who, in turn, shall be bound by this Paragraph 27, without first obtaining the written consent of the other party, or except as otherwise set forth in Paragraph 4).

28. NO RECORDING OR NOTICE OF PENDENCY. The parties agree that neither this Contract nor any memorandum hereof shall be recorded. Supplementing the other liabilities and indemnities of Purchaser to Seller under this Agreement, and notwithstanding any other provision of this Contract (including, without limitation, any provision purporting to create a sole and exclusive remedy for the benefit of Seller), Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, counterclaims,

liabilities or expenses (including, but not limited to, attorneys' fees, court costs and disbursements) incurred by Seller arising from or by reason of the recording of this Agreement, any memorandum hereof, or any notice of pendency (unless Purchaser prevails in a final unappealable order against Seller in the action underlying such notice of pendency) or any other instrument against the Premises. The provisions of this Paragraph 28 shall survive the Closing or any termination of this Agreement.

29. ASSIGNMENT. Purchaser shall have the right to assign this Contract for no consideration to an entity duly formed under the laws of the jurisdiction in which it was formed, and in existence and in good standing on the Closing Date (and, if not formed under the laws of the State of New York, qualified to do business in the State of New York), provided that Purchaser or an immediate family member is a controlling principal of such entity. If Purchaser intends to assign this Contract to an entity pursuant to this Paragraph, Purchaser represents that it will form such entity immediately after the Due Diligence Period expires, and give Seller the documentation of the assignment of this Contract at least ten (10) days prior to Closing, together with any other information or documentation reasonably necessary to carry out Seller's responsibilities under this Contract, provided that in no event shall the original Purchaser be released from its obligations under this Contract until Closing.

30. COUNTERPARTS/ELECTRONIC SIGNATURES. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument. Electronic signatures to this Contract shall be deemed to be originals and to constitute valid delivery. Upon request by either party, the other party promptly shall send the requesting party an original signature page.

31. NO THIRD PARTY BENEFICIARY. The provisions of this Contract are not intended to benefit any third parties.

32. FURTHER ASSURANCES. From and after the date of this Contract, Seller and Purchaser shall perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Contract.

[Remainder of Page Intentionally Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, this Contract of Sale has been duly executed by the parties
hereto as of the day and year first above written.

SELLER:

DANISH HOME FOR THE AGED, INC.

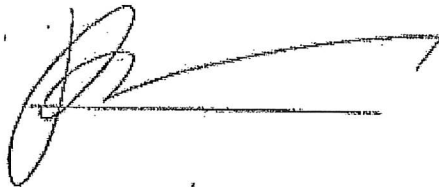
By: *M. Christensen*
Title: *Executive Director, Brand Director*

PURCHASER:
GURDJIEFF FOUNDATION INC.

By: *John H. ...*
Title: *Executive*

RECEIPT BY ESCROW AGENT:

The undersigned Escrow Agent hereby
acknowledges receipt of \$ 295000
to be held in escrow pursuant to Paragraph
17.



SCHEDULE "A"

DESCRIPTION OF PREMISES

Schedule A Description

Title Number 21-NV-WE-78495

Page 1

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

BEGINNING at a stone monument marking the intersection of the easterly line of Old Croton Aqueduct with the southerly line of other lands of the City of New York at the northwesterly corner of the land of the grantor; running thence easterly along the average southerly face of the stone wall bounding said land of the City of New York North $74^{\circ} 06' 40''$ East 201.22 feet; running thence southerly through lands of the grantor South $4^{\circ} 29' 50''$ West 725 feet to an iron pipe monument South $18^{\circ} 24' 00''$ West 1570 feet to an iron pipe monument South $27^{\circ} 01' 28''$ West 772 feet to an iron pipe monument and South $44^{\circ} 46' 00''$ East 97.43 feet to a point on the northerly side of Quaker Bridge Road; running thence westerly along said northerly side of Quaker Bridge Road North $53^{\circ} 45' 30''$ West 93.76 feet and North $79^{\circ} 11' 50''$ West 76.73 feet to land now or formerly of Gudrin Fritz-Holm; thence along said land of Fritz-Holm and lands now or formerly of Freich North $54^{\circ} 27' 10''$ East 39.85 feet North $48^{\circ} 50' 00''$ West 20.28 feet North $47^{\circ} 03' 10''$ West 147.12 feet, North $48^{\circ} 35' 40''$ West 134.58 feet, North $47^{\circ} 21' 00''$ West 288.89 feet, North $49^{\circ} 08' 00''$ West 120.08 feet, North $47^{\circ} 24' 00''$ West 93.20 feet North $54^{\circ} 08' 00''$ West 27.44 feet North $49^{\circ} 59' 50''$ West 40.10 feet, North, $47^{\circ} 49' 00''$ West 300.43 feet and North $46^{\circ} 07' 40''$ West 218.77 feet to land of the City of New York (Old Croton Aqueduct); thence along the average easterly face of the stone wall bounding said Old Croton Aqueduct the following course and distances: North $26^{\circ} 20' 00''$ East 119.42 feet (Passing through a monument 25.33 feet from the end of said course); thence on a curve to the right with a radius of 950 feet through an arc of $19^{\circ} 10' 29''$ 317.93 feet and North $45^{\circ} 30' 29''$ East 2172.93 feet to the point or place of beginning.

TOGETHER with the right, title and interest, if any, of the party of the first part, in and to the land lying within any street, road or highway, in front of or adjoining the said premises and in and to any land lying in the bed of any stream or other body of water bordering the said premises.

EXCEPTING AND RESERVING

ALL that parcel of land, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a stone monument marking the intersection of the easterly line of the Old Croton Aqueduct with the southerly line of other lands of the City of New

Continued On Next Page

Schedule A Description - continued

Title Number 21-NV-WE-78495

Page 2

York, at the northwesterly corner of lands herein described; running thence easterly along the average southerly face of the stone wall bounding said lands of the City of New York, North $61^{\circ} 45' 40''$ East 201.22 feet to the extreme northeasterly corner of the premises herein described; running thence along lands of Henry Fredericks and formerly of Kapmaur Corporation, the following two courses and distances: South $7^{\circ} 51' 10''$ East 725.00 feet and South $6^{\circ} 03' 00''$ West 419.83 feet to a point at the southeasterly corner of the premises herein described; running thence through other lands of the Danish Home for the Aged Inc., North $69^{\circ} 52' 30''$ West 783.57 feet to the southeasterly line of lands of the City of New York; running thence along the southeasterly line of the last mentioned lands and along the east face of a stone wall North $33^{\circ} 09' 29''$ East 920.83 feet to the point or place of beginning.

EXCEPTING AND RESERVING

The land so dedicated being a parcel shown and designated upon a map entitled "Plans for improving Road leading easterly from Quaker Bridge to Purdy's Flats and portion of Croton Dam and Ossining Road from end of former improvement to city line new Croton Lake, a total distance of 1.51 miles, in the Town of Cortlandt, Westchester County, N.Y., prepared by Wulff engineering co., Tarrytown, N.Y. January, 1911," and filed in the office of the Town Clerk of the said Town of Cortlandt, and bounded and described as follows, to wit:

PARCEL NO. 7

BEGINNING at a point in the northerly boundary of the road leading easterly from Quaker Bridge to Purdy's Flats, in the Town of Cortlandt, Westchester County, N.Y. and the westerly boundary of the lands of Purdy, new Station 32, on the center line, as shown by said plans or map; thence along said lands of Purdy to a point twenty-five (25) feet from the aforementioned center line, measured at right angles there to; thence westerly and southerly along a curve parallel to and twenty-five (25) feet distant from the center line to a point opposite to Station 33 + 50 on the branch to the left of the said center line, measured at right angles thereto; thence easterly along a curve in the same direction but of greater radius to a point in the northerly boundary of the Purdy's Flats Road opposite to the intersection of the centerline of the said Purdy's Flat Road and the branch to the left of the road aforementioned; thence westerly and northerly along the boundaries of the Purdy's Flat Road and the aforementioned road leading easterly from Quaker Bridge To the point or place of beginning. Said parcel being a strip of land containing sixty one-thousandths (0.060) of an acre, more or less.

SCHEDULE "B"

PERMITTED EXCEPTIONS

1. Zoning regulations and ordinances which are not violated by the existing structures or present use or intended use thereof and which do not render title uninsurable at standard rates.
2. Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises, provided that none of such rights impose any monetary obligation on the owner of the Premises and further provided that such rights do not prevent or unduly interfere with the current use of the Premises or proposed use thereof by Purchaser, or substantially reduce the usable area of the Premises.
3. Any state of facts as shown on an accurate survey provided same do not render title to the Premises uninsurable at standard rates, and further provided that the survey does not show (i) that improvements included in the sale are not located within the perimeter boundaries of the Premises or violate by reason of location, size or other dimension, any condition, restriction of record or zoning ordinance; (ii) a substantial diminution of land area from that described in this Contract or the broker's listing; or (iii) any material survey encroachments, which shall be deemed to be an encroachment of 12 or more inches or which renders title unmarketable.
4. Covenants, easements and restrictions of record provided same do not (i) prohibit the existing or proposed use of the Premises; (ii) violate or threaten the existing or proposed use and occupancy of the premises, (iii) render title unmarketable, (iv) threaten the continued existence of the improvements thereon, or, (v) substantially reduce the useable area of the premises.
5. The cell phone tower leases.

SCHEDULE "C"

REAL ESTATE TAXES

Seller qualifies as a Not-for-Profit Entity, and therefore, its real estate tax obligations are affected by an appropriate exemption.

SCHEDULE "D"

PENDING CERTIORARI PROCEEDING

Not Applicable.

SCHEDULE "E"
CELL TOWER LEASE

SITE NAME:
SITE NUMBER:
ATTY/DATE:

NY - MOUNTAIN
ALG / FINAL

MEMORANDUM OF LEASE

BETWEEN

DANISH HOME FOR THE AGED, INC.

AND

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

SECTION: 68.15
BLOCK: 2
LOT: 1
COUNTY: WESTCHESTER
ADDRESS: 1065 QUAKER BRIDGE ROAD EAST
CROTON-ON-HUDSON, NEW YORK

RECORD AND RETURN TO:

AMATO LAW GROUP, PLLC
666 OLD COUNTRY ROAD
9TH FLOOR
GARDEN CITY, NEW YORK 11530
ATTENTION: ALFRED L. AMATO, ESQ.

SITE NAME: NY - MOUNTAIN
SITE NUMBER:
ATTY/DATE: ALG/FINAL

Upon Recording, Return to:

AMATO LAW GROUP, PLLC
666 OLD COUNTRY ROAD
9TH FLOOR
GARDEN CITY, NEW YORK 11530
ATTENTION: ALFRED L. AMATO, ESQ.

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

MEMORANDUM OF LAND LEASE AGREEMENT

This MEMORANDUM OF LAND LEASE AGREEMENT ("Memorandum") is made this 11th day of MAY, 2015, between DANISH HOME FOR THE AGED, INC., with its principal offices located at 1065 Quaker Bridge Road East, P.O. Box 334, Croton-on-Hudson, New York 10520 (hereinafter designated "LESSOR") and NEW YORK SMSA LIMITED PARTNERSHIP, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter designated "LESSEE").

1. LESSOR is the owner of the property known as and located at 1065 Quaker Bridge Road East, Croton-on-Hudson, New York 10520, as shown on the Tax Map of the Westchester County Clerk's Office (the "Clerk's Office") as Section 68.15, Block 2, Lot 1 (hereinafter referred to as the "Property"), and being part of that real property further described in a deed dated January 11, 1954 and recorded in the Clerk's Office on January 20, 1954 in Liber 5294, Cp 434. The Property is more particularly described in Exhibit "A" annexed hereto and made a part hereof.

2. LESSOR and LESSEE entered into an unrecorded Land Lease Agreement dated as of the date first written above (the "Lease"). In consideration of the rental set forth in the Lease, LESSOR leased to LESSEE a parcel of the Property as shown on Exhibit "B" attached hereto and made a part hereof and being described as a seventy five-foot (75') by one hundred-foot (100') parcel containing seven-thousand five-hundred (7,500) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen-foot (15') foot wide right-of-way extending from the nearest public right-of-way, Quaker Bridge Road East, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof.

3. The initial term of the Lease shall be for five (5) years, commencing on the Commencement Date, which is defined as the first (1st) day of the month following the date the Lease is executed by the Parties or the first (1st) day of the month following the date LESSEE is

SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG / FINAL

granted, issued, and released a building permit, certificate, license and any other approval that is necessary or desirable for the installation and operation of the antennas and equipment for LESSEE's use of the Premises in accordance with the provisions set forth in the Lease by the governmental agency charged with issuing such approvals, whichever date occurs last.

4. The Lease shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. This document is merely intended to be a memorandum of the Lease and interested parties should consult the Lease, a copy of which is on file in the offices of LESSOR and LESSEE. If the terms of this Memorandum conflict with the terms of the Lease, the terms of the Lease shall be deemed controlling.

6. The terms, covenants and provisions of the Lease, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

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SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG - FINAL

LAND LEASE AGREEMENT

This Agreement, made this 11th day of MAY, 2015 between DANISH HOME FOR THE AGED, INC., with its principal offices located at 1065 Quaker Bridge Road East, P.O. Box 334, Croton-on-Hudson, New York 10520, hereinafter designated LESSOR, and NEW YORK SMSA LIMITED PARTNERSHIP, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 1065 Quaker Bridge Road East, Croton-on-Hudson, New York 10520, and being described as a seventy five-foot (75') by one hundred-foot (100') parcel containing seven-thousand five-hundred (7,500) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen-foot (15') foot wide right-of-way extending from the nearest public right-of-way, Quaker Bridge Road East, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Westchester County as Section 68.15, Block 2, Lot 1 and is further described in a deed dated January 11, 1954 and recorded in the Office of the Westchester County Clerk on January 20, 1954 in Liber 5294, Cp 434.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM: RENTAL.

a. This Agreement shall be effective (the "Effective Date") as of the date of execution by both Parties, provided, however, the initial term (the "Initial Term") shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of FORTY EIGHT

SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG - FINAL

THOUSAND AND 00/100 DOLLARS (\$48,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the Parties or the first (1st) day of the month following the date LESSEE is granted, issued, and released a building permit, certificate, license and any other approval that is necessary or desirable for the installation and operation of the antennas and equipment for LESSEE's use of the Premises in accordance with the provisions herein by the governmental agency charged with issuing such approvals, whichever date occurs last.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding subparagraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

SITE NAME: NY - MOUNTAIN
SITE NUMBER:
ATTY/DATE: ALG - FINAL

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each year of any Extension Term shall be equal to one hundred and twelve percent (112%) of the annual rental payable during the immediately preceding five (5) year term. All of the foregoing shall be paid in equal monthly installments.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred and twelve percent (112%) of the annual rental payable with respect to the immediately preceding five (5) year term. The Initial Term, Extension Term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's

SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG - FINAL

expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility, including but not limited to the construction of a monopole/tower, and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

SITE NAME: NY - MOUNTAIN
SITE NUMBER:
ATTY/DATE: ALG - FINAL

9. LESSOR'S COMPLIANCE. LESSOR represents and warrants to LESSEE that the Property and all improvements and structures located thereon fully comply in every respect with all federal, state, county and local governmental laws, rules, regulations and ordinances (collectively, the "Governmental Laws") including, without limitation, that there are no violations, open building permits, open applications or structures without a certificate of occupancy. In addition, LESSOR represents and warrants to LESSEE that all future improvements and alterations to the Property will comply in every respect with all Governmental Laws. LESSOR acknowledges that: (a) such representations and warranties are a material element of this Agreement upon which LESSEE is relying, and LESSEE would not enter into this Agreement without same; and (b) the inaccuracy of such representations and warranties shall be considered a material breach of this Agreement and will cause LESSEE to incur substantial damages and time delays.

In the event the Property or any other improvement located thereon is not in compliance in any respect with all Governmental Laws ("Governmental Non-Compliance"), LESSOR shall fully remedy such Governmental Non-Compliance, at LESSOR's sole cost and expense, within thirty (30) days of its receipt of notice from LESSEE. If LESSOR fails to remedy such Governmental Non-Compliance within such time period, LESSEE shall have the option to (i) remedy same at LESSOR's expense, or (ii) terminate this Agreement upon ten (10) days written notice to LESSOR, and collect from LESSOR all monies paid by LESSEE to LESSOR hereunder, and pursue a claim against LESSOR for any expenses LESSEE incurred in connection with the negotiation and preparation of this Agreement, and all other costs and expenses incurred in connection herewith. In the event LESSEE elects to remedy LESSOR's Governmental Non-Compliance, then LESSOR authorizes LESSEE to take all acts and measures which LESSEE deems necessary to remedy LESSOR's Governmental Non-Compliance including, without limitation, (a) acting on behalf of LESSOR by executing any required applications in LESSOR's name and (b) altering and/or improving the Property and the improvements located thereon. If LESSEE remedies or attempts to remedy LESSOR's Governmental Non-Compliance, LESSEE shall be entitled to offset all costs and expenses incurred (including, without limitation, those relating to improvements and alterations to the Property, and professional costs) against the rental and other fees due hereunder. LESSOR shall cooperate with LESSEE in connection with remedying LESSOR's Governmental Non-Compliance and shall, within three (3) business days of LESSEE's request, execute any applications prepared by LESSEE in connection with remedying the same. Notwithstanding anything to the contrary, LESSEE shall have no obligation to remedy LESSOR's Governmental Non-Compliance.

If for any reason the Property or the improvements located thereon do not in any respect fully comply with all Governmental Laws at the time that LESSEE is prepared to submit an application for: (a) a building permit to construct the Communications Facility; or (ii) a certificate of occupancy for the Communications Facility, then LESSEE's obligation to pay rent

SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG - FINAL

or any fees due hereunder shall commence on the day which LESSEE obtains a final certificate of occupancy for the Communications Facility.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in Default, as defined below, hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Effective Date provided that three (3) months prior notice is given to LESSOR.

SITE NAME: NY - MOUNTAIN
SITE NUMBER:
ATTY/DATE: ALG - FINAL

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during or after the expiration of the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 34 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

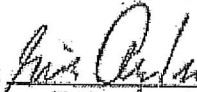
16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

SITE NAME: NY - MOUNTAIN
SITE NUMBER:
ATTY/DATE: ALG / FINAL

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:


DANISH HOME FOR THE AGED, INC.

By: 
Name: Erik Arndt
Title: *Alman's Partner, Director*

LESSEE:

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

By: Celco Partnership, its General Partner

By: 
Name: David R. Heverling
Title: Area Vice President Network
5/1/16

SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG/FINAL

Exhibit A

(Legal Description)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF CORTLANDT, COUNTY OF WESTCHESTER, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT MARKING THE INTERSECTION OF THE EASTERLY LINE OF OLD CROTON AQUEDUCT WITH THE SOUTHERLY LINE OF OTHER LANDS OF THE CITY OF NEW YORK AT THE NORTHWESTERLY CORNER OF THE LAND OF THE GRANTOR;

RUNNING THENCE EASTERLY ALONG THE AVERAGE SOUTHERLY FACE OF THE STONE WALL BOUNDING SAID LAND OF THE CITY OF NEW YORK NORTH 74° 06' 40" EAST 201.22 FEET;

THENCE SOUTHERLY THROUGH LANDS OF THE GRANTOR SOUTH 4° 29' 50" WEST 725 FEET TO AN IRON PIPE MONUMENT SOUTH 18° 24' 00" WEST 1570 FEET TO AN IRON PIPE MONUMENT SOUTH 27° 01' 28" WEST 772 FEET TO AN IRON PIPE MONUMENT AND SOUTH 44° 46' 00" EAST 97.43 FEET TO A POINT ON THE NORTHERLY SIDE OF QUAKER BRIDGE ROAD;

THENCE WESTERLY ALONG SAID NORTHERLY SIDE OF QUAKER BRIDGE ROAD NORTH 53° 45' 30" WEST 93.76 FEET AND NORTH 79° 11' 50" WEST 76.73 FEET TO LAND NOW OR FORMERLY OF GUDRIN FRITZ-HOLM;

THENCE ALONG SAID LAND OF FRITZ-HOLM AND LANDS NOW OR FORMERLY OF FRENCH NORTH 54° 27' 10" EAST 39.85 FEET NORTH 48° 50' 00" WEST 20.28 FEET NORTH 47° 03' 10" WEST 147.12 FEET NORTH 48° 35' 40" WEST 134.58 FEET NORTH 47° 21' 00" WEST 268.89 FEET NORTH 49° 08' 00" WEST 320.08 FEET NORTH 47° 24' 00" WEST 93.20 FEET NORTH 54° 08' 00" WEST 27.44 FEET NORTH 49° 59' 50" WEST 40.10 FEET NORTH 47° 49' 00" WEST 300.43 FEET AND NORTH 46° 07' 40" WEST 218.77 FEET TO LAND OF THE CITY OF NEW YORK (OLD CROTON AQUEDUCT);

THENCE ALONG THE AVERAGE EASTERLY FACE OF THE STONE WALL BOUNDING SAID OLD CROTON AQUEDUCT THE FOLLOWING COURSES AND DISTANCES: NORTH 26° 20' 00" EAST 119.42 FEET (PASSING THROUGH A MONUMENT 25.33 FEET FROM THE END OF SAID COURSE);

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 950 FEET THROUGH AN ARC OF 19° 10' 29" 317.93 FEET AND NORTH 45° 30' 29" EAST 2172.93 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING SO MUCH THEREFROM AS WAS CONVEYED BY DANISH HOME FOR THE AGED, INC., TO CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., BY DEED DATED 2/28/1957 AND RECORDED 2/28/1957 IN LIBER 5677, CP. 426 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF CORTLANDT, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE MONUMENT MARKING THE INTERSECTION OF THE EASTERLY LINE OF THE OLD CROTON AQUEDUCT WITH THE SOUTHERLY LINE OF OTHER LANDS OF THE CITY OF NEW YORK, AT THE NORTHWESTERLY CORNER OF LANDS HEREIN DESCRIBED;

RUNNING THENCE EASTERLY ALONG THE AVERAGE SOUTHERLY FACE OF THE STONE WALL BOUNDING SAID LANDS OF THE CITY OF NEW YORK, NORTH 61° 45' 40" EAST 201.22 FEET TO THE EXTREME NORTHEASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED;

SITE NAME: NY - MOUNT AIRY
SITE NUMBER:
ATTY/DATE: ALG / FINAL

THENCE ALONG LANDS OF HENRY FREDERICKS AND FORMERLY OF KAPMAUR CORPORATION, THE FOLLOWING TWO COURSES AND DISTANCES:

SOUTH 7° 51' 10" EAST 725.00 FEET AND SOUTH 6° 03' 00" WEST 419.83 FEET TO A POINT AT THE SOUTHEASTERLY CORNER OF THE PREMISES HEREIN DESCRIBED;

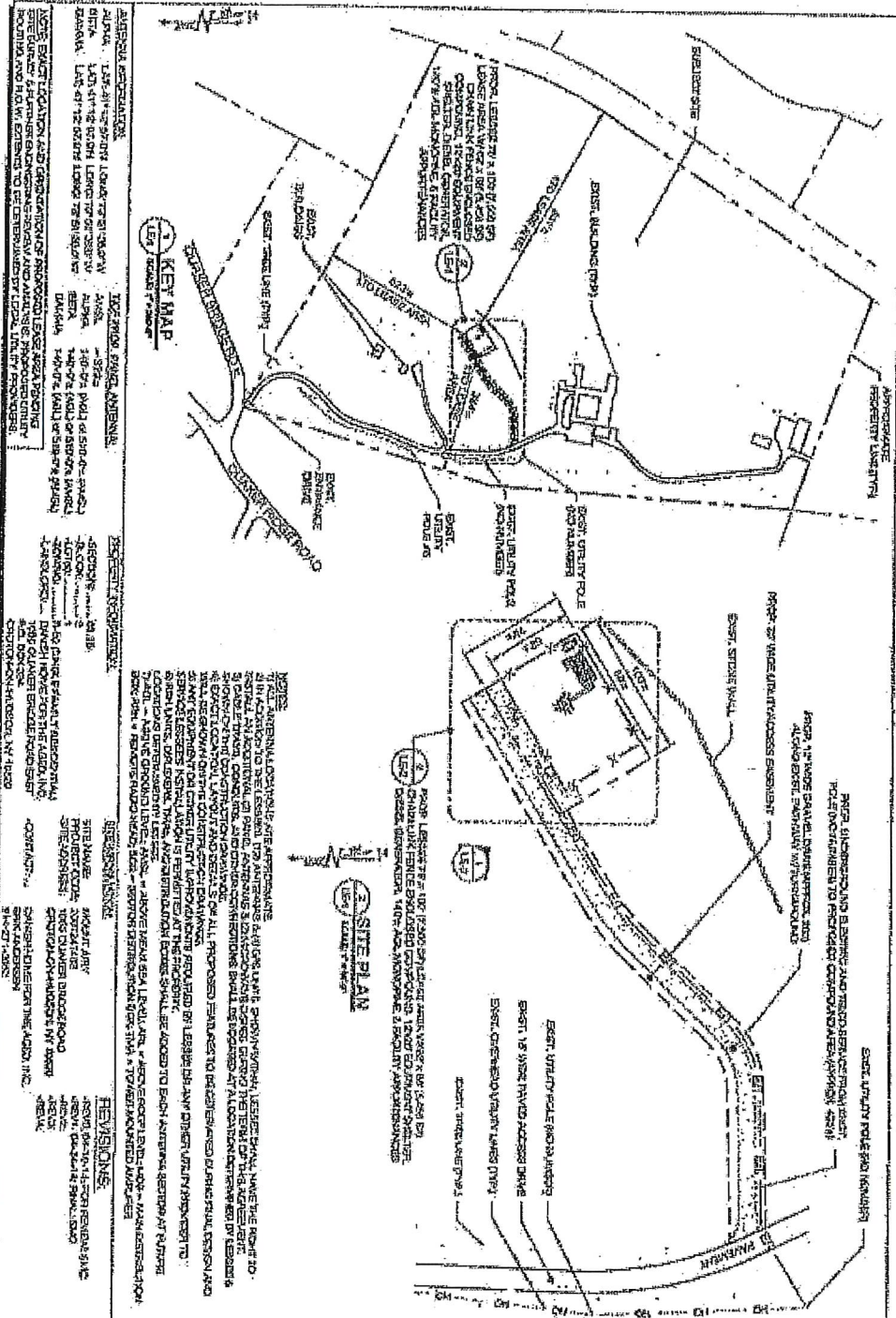
THENCE THROUGH OTHER LANDS OF THE DANISH HOME FOR THE AGED INC., NORTH 69° 52' 30" WEST 783.57 FEET TO THE SOUTHEASTERLY LINE OF LANDS OF THE CITY OF NEW YORK;

THENCE ALONG THE SOUTHEASTERLY LINE OF THE LAST MENTIONED LANDS AND ALONG THE EAST FACE OF A STONE WALL NORTH 33° 09' 29" EAST 920.83 FEET TO THE POINT OR PLACE OF BEGINNING.

SITE NAME:
SITE NUMBER:
ATTY/DATE:

NY - MOUNTAIN
ALG/FINAL

Exhibit B



LESSOR	APT FILING NUMBER: NY-448-383	"ACCOUNT AIRY" 1105 QUAKER BRIDGE ROAD EAST CROTON-ON-HAUNSON, NY 10520	LE-1	
	KEY MAP & SITE PLAN			
APPROVALS:	DATE: 05/11/2011	DATE: 05/11/2011	DATE: 05/11/2011	DATE: 05/11/2011
LANDOWNER:	DESIGNED BY: [Signature]	DRAWN BY: [Signature]	CHECKED BY: [Signature]	DATE: 05/11/2011

GENERAL NOTES:

1. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ZONING REGULATIONS OF THE TOWN OF HAVENWORTH, NEW YORK.

2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE SETBACKS SHOWN ON THIS PLAN.

3. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

4. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

5. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

6. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

7. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

8. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

9. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

10. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

11. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

12. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

13. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

14. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

15. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

16. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

17. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

18. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

19. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

20. THE PROPOSED BUILDING SHALL BE CONSTRUCTED WITHIN THE EASEMENTS SHOWN ON THIS PLAN.

**AMENDMENT TO CONTRACT OF SALE
BETWEEN**

**DANISH HOME FOR THE AGED, INC., as Seller
and**

GURDJIEFF FOUNDATION INC. or its assignee, as Purchaser

Notwithstanding anything to the contrary contained in the Contract of Sale between the above parties dated December 6, 2021, the parties further agree as follows:

1. That the Due Diligence Period set forth at Paragraph 4 of the Contract of Sale shall be further extended to April 6, 2022.

2. That the Closing Date as set forth at Paragraph 5 of the Contract of Sale is hereby extended to April 12, 2022. The parties further agree that in the event the Closing does not occur on or before April 12, 2022 due to Purchaser's delay, the Purchaser shall forfeit \$35,000.00 of its Deposit, and the same shall be immediately released to the Seller, on a non-refundable basis except upon failure of Seller's performance of its obligations under the Contract of Sale. The preceding sentence shall not apply in the event Closing does not occur on or before April 12, 2022 because Seller has not obtained its required third party approvals, as set forth in Paragraph 5 of the Contract of Sale, as of such date.

3. That Paragraph 29 of the Contract is hereby deemed deleted.

4. All other terms of the Contract of Sale shall remain in full force except as modified by this Amendment.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Amendment on this 21st day of January 2022.

SELLER:

DANISH HOME FOR THE AGED, INC.

By: 

Name: ERIN ANDERSON

Title: EXEC. DIRECTOR, Bd. DIRECTOR

PURCHASER:

GURDJIEFF FOUNDATION INC.

By: 

Joseph Giannola, Trustee

SECOND AMENDMENT TO CONTRACT OF SALE

BETWEEN

DANISH HOME FOR THE AGED, INC., as Seller

And

GURDJIEFF FOUNDATION INC., as Purchaser

Notwithstanding anything to the contrary contained in the Contract of Sale between the above parties dated December 6, 2021 or in the First Amendment to the Contract of Sale dated January 21, 2022, the parties further agree as follows:

That Purchaser shall not assign its rights to this Contract of Sale to another party, and that it shall take title to the subject premises at Closing.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Second Amendment as of the date first mentioned above.

SELLER:

PURCHASER:

Danish Home for the Aged, Inc.

Gurdjieff Foundation, Inc.

By: *[Signature]*
Exec. Director, Board Member

By: *[Signature]*
Trustee

THIRD AMENDMENT TO CONTRACT OF SALE
 BETWEEN
 DANISH HOME FOR THE AGED, INC., as Seller
 And
 GURDJIEFF FOUNDATION INC., as Purchaser

Notwithstanding anything to the contrary contained in the Contract of Sale between the above parties dated December 6, 2021 or in the First or Second Amendment to the Contract of Sale, the parties further agree as follows:

That the Due Diligence period referenced in the contract shall be extended through and including July 13, 2022 and the Closing Date shall be extended through and including July 18, 2022 ("Extension Period");

That as consideration for the above said extension, Purchaser shall pay to the order of Seller the sum of Fourteen Thousand Dollars and no/100 (\$14,000.00) per month from April 6, 2022 through and including July 15, 2022, which such sum shall be prorated to \$11,200 for the partial month of April 2022 and to \$7,000.00 for the partial month of July 2022. Any such sums paid in consideration of the extension shall be credited to Purchaser at any closing of the sale of the subject premises. In the event Purchaser instead elects to terminate the Contract of Sale during the Extension Period, then any funds paid to Seller, in furtherance of this extension shall be forfeited to Seller in their entirety and Purchaser's contract deposit shall be returned to Purchaser (less the payment for April 2022 as set forth in the following sentence). Escrow Agent, Reda & Birnbaum LLP, is hereby authorized to release the sum of \$11,200.00 from the Deposit to Seller upon the full execution of this Third Amendment to Contract of Sale for the April 2022 payment. Thereafter, for the remainder of the Extension Period, Purchaser shall make the aforesaid payments directly to Seller by the tenth (10th) day of each month during the Extension Period. In the event Purchaser fails to pay Seller by the tenth (10th) day of each month, then Seller may elect to terminate the Contract of Sale and retain any payments made in furtherance of the extension, with the only remaining obligation being a return of the balance of Purchaser's original contract deposit.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Third Amendment as of the date first mentioned above.

SELLER:

PURCHASER:

Danish Home for the Aged, Inc.

Gurdjieff Foundation, Inc.

By: [Signature], Exec. Dir. Inc.

By: [Signature]
 Treasurer

[Signature]
 For Reda & Birnbaum LLP, Escrowee

FOURTH AMENDMENT TO CONTRACT OF SALE

BETWEEN

DANISH HOME FOR THE AGED, INC., as Seller

And

GURDJIEFF FOUNDATION INC. as Purchaser

Notwithstanding anything to the contrary contained in the Contract of Sale between the above parties dated December 6, 2021 or in the First or Second or Third Amendment to the Contract of Sale, the parties further agree as follows:

That the Due Diligence period referenced in the contract shall be extended from July 16, 2022 through and including October 15, 2022;

That as consideration for the abovesaid extension, Purchaser shall pay to the order of Seller the sum of Fourteen Thousand Dollars and no/100 (\$14,000.00) per month, from the period July 16, 2022 through and including October 15, 2022. Any such sums paid in consideration of the Due Diligence extension covering July 16, 2022 through October 15, 2022 shall NOT be credited to Purchaser at any closing of the sale of the subject premises. Whether or not Purchaser elects to terminate the Contract of Sale during the Due Diligence period, any funds paid by Purchaser in furtherance of the Due Diligence covering the period between July 16, 2022 and October 15, 2022 shall be forfeited in their entirety. In the event Purchaser fails to pay Seller by the twentieth (20th) day of each month extended, then Seller may elect to terminate the Contract of Sale and retain all payments made in furtherance of the Due Diligence extension, with the only remaining obligation being a return of the Purchaser's original contract deposit, less the \$11,200.00 previously remitted to Seller pursuant to the Third Contract Amendment.


IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Fourth Amendment as of This ____ day of July 2022.

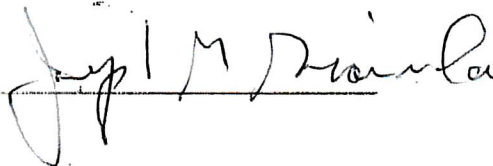
SELLER:

PURCHASER:

Danish Home for the Aged, Inc.

Gurdjieff Foundation, Inc.

By: 

By: 

HOLO TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED



STENGER, DIAMOND & GLASS, LLP
ATTORNEYS AT LAW
1136 ROUTE 9
WAPPINGERS FALLS, NY 12590

RIVERSIDE BANK
A Division of Salisbury Bank and Trust Company
salisburybank.com

36653

51-261/111

DATE
09/14/2022

AMOUNT
****\$300.00

PAY *** THREE HUNDRED & 00/100 DOLLARS

TO
THE
ORDER
OF
Town of Cortlandt

REGULAR ACCOUNT



[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈036653⑈ ⑆011102612⑆ 0420003311⑈

View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers with a scheduled Pickup

- Your driver will pickup your shipment(s) as usual.

Customers without a scheduled Pickup


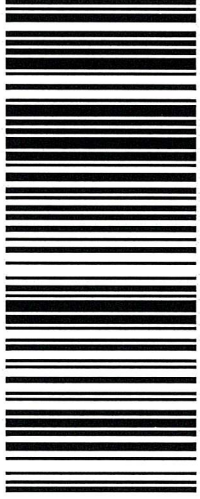

- Schedule a Pickup on ups.com to have a UPS driver pickup all of your packages.
- Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at ups.com.

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UPS Access Point™
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 803 OLD ROUTE 9 N
 WAPPINGERS FALLS NY 12590-4084

UPS Access Point™
 THE UPS STORE
 982 MAIN ST
 FISHKILL NY 12524-3514

FOLD HERE

<p>JILLIAN MEDINA 845-298-2000 109 STENGER, DIAMOND & GLASS 1136 ROUTE 9 WAPPINGERS FALLS NY 12590</p> <p>SHIP TO: ZONING BOARD OF APPEALS TOWN OF CORTLANDT 1 HEADY STREET CORTLANDT NY 10567</p>	<p>NY 105 0-02</p> 	<p>UPS NEXT DAY AIR</p> <p>TRACKING #: 1Z FE6 908 01 1299 8938</p>		<p>BILLING: P/P</p> <p>Reference #1: 40535.0017</p> <p>XOL 22.09.02 NV45 38.0A 09/2022*</p> 
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