



William J. Lundeen
Manager, Central Region
Risk Management & Remediation
ConocoPhillips Company
420 S. Keeler, 1368 Phillips Building
Bartlesville, Oklahoma 74004
phone 918-661-0701
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Bill.J.Lundeen@ConocoPhillips.com

VIA OVERNIGHT DELIVERY

February 10, 2010

Mr. Brian Carr
Assistant Regional Counsel
New York/Caribbean Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region II
290 Broadway, 17th Floor
New York, NY 10007-1866

**Re: Response to First Request for Information to ConocoPhillips Company
Gowanus Canal Superfund Site
Brooklyn, Kings County, New York**

Dear Mr. Carr:

This letter and its attachments constitute the initial response of ConocoPhillips Company, on behalf of The American Agriculture Chemical Co., to the EPA's Request for Information letter, dated November 5, 2009, concerning the Gowanus Canal Superfund Site (the "Site") in Brooklyn, Kings County, New York. The request for information was received in our office on November 9, 2009. The EPA granted two (2) extensions of time, specifically until February 15, 2010, in which to respond to its Request.

ConocoPhillips has provided information regarding employees consulted in preparation of the response and requests that any contact with these employees be made through Paul Hamada, Senior Counsel, ConocoPhillips Company, ML 2080, 600 North Dairy Ashford, Houston, TX 77079, Phone (281) 293-1036.

The request from the EPA required that ConocoPhillips' response be accompanied by a declaration from a company representative. It is ConocoPhillips' position that neither Section 104 of CERCLA nor Section 3007 of RCRA contains requirements that the information and documentation submitted in response to this request include a declaration of the type you requested. ConocoPhillips has made a diligent search of its records and conducted an investigation of its involvement with this Site, and we are confident that the responses contained herein are accurate to the extent that information is currently available.

Mr. Brian Carr
February 10, 2010
Page 2

ConocoPhillips will continue its efforts to locate additional information that may be responsive to this information request. Accordingly, nothing contained herein shall be interpreted or construed as an admission or waiver of any claims, rights or defenses of ConocoPhillips, and ConocoPhillips reserves any and all claims, rights and defenses relating to the matters addressed herein including the right to amend or supplement this response. Should such information or records be located or identified pursuant to these efforts, ConocoPhillips will provide supplements to this response.

Please direct any further communications regarding this matter to Willette A. DuBose, HS&E Legal Specialist, ConocoPhillips Company, ML 1126, Legal Environmental Group, 600 North Dairy Ashford, Houston, TX 77079, Phone (281) 293-6952.

Very truly yours,



William J. Lundeen
ConocoPhillips Company
Risk Management and Remediation
Central Regional Manager

Enclosures

cc: Christos Tsiamis
Remedial Project Manager
New York Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region II
290 Broadway, 20th Floor
New York, NY 10007-1866

Ann Anderson, Claims Consultant, RM&R, ConocoPhillips
Mark A. Aebi, Manager, Legacy Issues, RM&R, ConocoPhillips
Paul Hamada, Senior Counsel, HS&E, ConocoPhillips
Derrick Vallance, Outside Counsel, Pillsbury Winthrop, et al
Willette A. DuBose, HS&E Legal Specialist, Legal, ConocoPhillips

**CONOCOPHILLIPS COMPANY ("CONOCOPHILLIPS"),
RESPONSES TO
NOVEMBER 5, 2009 EPA REQUEST FOR INFORMATION
Gowanus Canal Superfund Site ("Site")
Brooklyn, Kings County, New York**

These responses are not and should not be taken as an admission or waiver of any kind to the jurisdiction, statutory authority or regulatory authority of the United States Environmental Protection Agency (EPA) for this information request or any EPA remedial actions.

**QUESTIONS AND RESPONSES REGARDING FORMER
AMERICAN AGRICULTURAL CHEMICAL COMPANY,
CONTINENTAL OIL COMPANY AND CONOCO INC.**

1. **Please provide the following information on your Company:**
 - a. **Identify the state and date of incorporation of the Company and the Company's agents for service of process in the state of incorporation and in New York State.**

Response

ConocoPhillips Company is incorporated in the State of Delaware. The date of incorporation is June 13, 1917.

The Company's agents for service of process are:

Delaware
Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

New York
United States Corporation Company
80 State Street
Albany, New York 12207-2543

- b. **Please identify the Chief Executive Officer or other presiding officer of the Company. Please also confirm the mailing address of that officer.**

Response

The name and address of the Chairman and Chief Executive Officer of ConocoPhillips are:

James J. Mulva
Chairman and Chief Executive Officer
ConocoPhillips Company
600 N. Dairy Ashford, PE 3052
Houston, TX 77089

c. What is the nature of the business conducted by your Company?

Response

ConocoPhillips Company is a large, international, integrated energy company with facilities throughout the United States and the world. ConocoPhillips Company and its predecessor companies have been involved in the energy business and other endeavors for over 100 years.

d. If your Company is a subsidiary, division, branch or affiliate of another corporation or other entity, identify each of those other entities and those entities' Chief Executive Officers or other presiding officers. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each entity identified in response to this question.

Response

ConocoPhillips Company specifically objects to Question No. 1d. on the grounds that it seeks information that is irrelevant, overbroad, and unduly burdensome.

Subject to and without waiving the foregoing objection, ConocoPhillips Company is a wholly owned subsidiary of ConocoPhillips. ConocoPhillips is the ultimate parent company and owns 100% of ConocoPhillips Company. ConocoPhillips Company (hereinafter "ConocoPhillips") is the parent of most subsidiary companies. There are more than 700 entities that are directly or indirectly owned by ConocoPhillips. Providing specific information for each of those 700 entities would be unduly burdensome. Therefore, ConocoPhillips is focusing the scope of its investigation to The American Agricultural Chemical Company ("TAACC").

2. Is your Company a successor-in-interest to an entity, including those identified for your Company parenthetically in Definition 6, above? If your answer is no, please identify the current successor-in-interest to those companies and state the factual basis for your answer to this question.

Response

ConocoPhillips was formed in 2002 with the merger of Conoco Inc. and Phillips Petroleum Company. Conoco Inc. was successor-in-interest to Continental Oil Company. Continental Oil Company officially changed its name to Conoco Inc. in 1979. In 1963, Continental Oil Company ("Conoco") acquired the business and assets of The American Agricultural Chemical Company ("TAACC"). Subsequently, in 1965, the TAACC business was merged into Conoco and continued operations under a Conoco division by the name of Agrico Chemical Company. The Williams Company, Inc. ("Williams") acquired Agrico Chemical Company from Continental Oil Company in 1972.

3. **Please describe in detail the manufacturing processes and any other operations conducted at the Facility by your Company, and identify the years in which it conducted such operations there. If those operations were not constant, describe the nature of all changes in operations and state the year of each change.**
 - a. **During what years did your Company operate at the Facility?**
 - b. **During what years did your Company own all or any portion of the Facility?**
 - c. **Please provide a copy of documents which effectuated your Company's acquisition and, if no longer owned, sale of the Facility property.**

Response

ConocoPhillips has conducted a reasonable search of its records and discovered no documentation or information linking it or its predecessor companies to this Site. In order to be as thorough and diligent as possible in responding to this Request for Information, ConocoPhillips initiated a title search of properties in the Gowanus Canal area. This title search produced information indicating that the former TAACC owned property in the area of Gowanus Canal from approximately 1895 to 1911. (Please refer to the title documents attached here to as Attachment A.) ConocoPhillips has no other information or documentation connecting it to this Site other than the title search records and the map (referenced herein as Attachment B) provided by EPA in response to its FOIA Request. ConocoPhillips also has no knowledge, information or documentation regarding the operations, the manufacturing processes, the materials, products, or by-products used, and/or the wastes generated, if any, by TAACC at this location.

4. **With respect to hazardous substances, hazardous wastes and industrial wastes at the Facility:**

- a. **List all hazardous substances, hazardous wastes and industrial wastes that were used, stored, generated, handled or received by your Company at the Facility. Be as specific as possible in identifying each chemical, and provide, among other things, the chemical name, brand named and chemical content.**
- b. **State when each hazardous substance, hazardous waste and industrial waste identified in your response to question 4a, above, was used, stored, generated, handled or received and state the volume of each hazardous substances, hazardous wastes and industrial waste used, stored, generated or handled on an annual basis.**
- c. **Describe the activity or activities in which each hazardous substance and waste identified in your response to question 4a, above, was used, stored, handled or received.**
- d. **Describe the activity or activities in which each hazardous waste and industrial waste identified in your response to question 4a, above, was generated.**
- e. **Show the location of the hazardous substances, hazardous wastes and industrial wastes identified in your response to question 4a, above through a map or diagram of the Facility ("Facility Plan").**
- f. **In addition to the Facility Plan, provide a floor plan of the Facility, both current and at the time the Facility was in operation, that includes drainage sumps and all above-ground and below-ground discharge piping.**

Response

Please refer to the response to Question 3 above.

5.
 - a. **What did your Company do with the hazardous substances, hazardous wastes and industrial wastes that was used, stored, generated or otherwise handled after it was finished with them? Describe in detail how and where the hazardous substances, hazardous wastes and industrial wastes identified in your response to question 4a were disposed of on an annual basis.**
 - b. **If any hazardous substances, hazardous wastes and industrial wastes ever were removed from the Facility for disposal or treatment, state the names and addresses of the transporters and disposal facilities used and the period during which such transporter and disposal site was used. If you are unaware of the ultimate disposal location of any of the hazardous substances, hazardous wastes and industrial wastes that were removed**

from the Facility, state the nature and quantity of the particular materials in question and the names and addresses of the companies or individuals who removed the materials from the Facility.

- c. Were any hazardous substances, hazardous wastes and industrial wastes ever disposed of at the Facility by your Company or any of its officers, employees, agents or representatives, or anyone else, either intentionally or unintentionally (in a manner other than those already identified in your response to 5 a-b above)? Your answer to this question should address, but not be limited to, instances in which hazardous substances, hazardous wastes and industrial wastes were spilled or otherwise disposed onto or into the ground from drums, tanks or any other containers, as well as instances in which drums or other containers containing any volume whatsoever of hazardous substances, hazardous wastes and industrial wastes caught fire. For each disposal identified in your response to this question:**
- d. Identify the locations at the Facility where such disposal occurred;**
- e. State the periods during which such disposal occurred at each area identified in your response to question 5 c.i., above;**
- f. Identify each of the materials disposed of at the Facility, including the chemical content, characteristics and form (solid, liquid, sludge or gas) of the material;**
- g. Describe the method of disposal used;**
- h. Describe how the material was containerized (if at all) at the time of the disposal; and**
- i. State the quantity of each such material that was disposed of at the Facility.**

Response

Please refer to the response to Question 3 above.

- 6. Identify all leaks, spills or releases or threats of releases of any kind of any hazardous substances, hazardous wastes and industrial wastes into the environment that have occurred at or from the Facility, including to the Gowanus Canal, including any leaks or releases from discharge pipes as well as from storage tanks, drums and other containers. Your answer should include:**
 - a. when each release occurred;**

- b. how each release occurred;**
- c. what individuals and companies caused or contributed to the release;**
- d. what hazardous substances were released, and in what form (e.g., gas, liquid, solid or sludge);**
- e. the amount of each hazardous substances released;**
- f. where each release occurred (indicate on the Facility Plan);**
- g. the surface on or into which the material was released;**
- h. whether the release was fully contained and, if not, where the uncontained portion of the release is believed to have gone;**
- i. any and all activities undertaken in response to each release or threatened release;**
- j. any and all investigations of the circumstances, nature, extent or location of each release or threatened release including the result of any soil, water (ground or surface), or air testing that was undertaken; and**
- k. all persons with information relating to subparts a. through j. of this Question.**

Response

Please refer to the response to Question 3 above.

- 7. In addition to any documents requested above, please provide the following:**
 - a. All records relating to releases of hazardous substances, hazardous wastes and industrial wastes at the Facility or to the Gowanus Canal; and**
 - b. All waste manifests, invoices or other documents relating to the disposal of the hazardous substances, hazardous wastes and industrial wastes disposed of at the Facility or otherwise handles at the Facility.**
 - c. All investigation documents relating to conditions at the Facility, including safety and environmental audits, sampling results, cleanup orders or any submissions to the environmental agencies, including but not limited to, the New York State Department of Environmental Conservation, the New York City Department of Environmental Protection and EPA.**

Response

Please refer to the response to Question 3 above.

8. **Did the Facility utilize barges or other vessels in its operations? If so, provide the following information:**
- a. **the period of vessel operations;**
 - b. **the location of vessel transfers;**
 - c. **the nature of materials transferred to or from vessels;**
 - d. **the nature of vessel cleaning operations, if any, including what cleaning methods were used and how cleaning waste was handled;**
 - e. **the nature of any vessel maintenance, construction or repair operations, if any;**
 - f. **what spill prevention controls were utilized; and**
 - g. **a detailed description of any vessel-related releases.**

Response

Please refer to the response to Question 3 above.

9. **Did the Facility utilize an on-site fleet of vehicles or otherwise generate or accept used oil? If so, describe in detail the Facility's used oil management practices during the period of the Facility's operations, including a number of vehicles services on-site, the volume of waste oil generated, how the waste oil was stored pending disposal and the method and location of waste oil disposal.**

Response

Please refer to the response to Question 3 above.

10. **Did the Facility store, burn or otherwise utilize coal in its operations? If so, provide the following information:**
- a. **the purpose for which coal was present at the Facility;**

- b. the location and manner of coal storage at the Facility;
- c. the time period during which coal was present at the Facility;
- d. the annual volume of coal handled at the Facility; and
- e. identify all coal storage, shipment, transfer and process locations on the Facility Plan.

Response

Please refer to the response to Question 3 above.

11. Did the Facility's operations include tank cleaning? If so, describe in detail the Facility's tank cleaning practices during the period of operations, including the number of tanks on-site, the frequency and the method of tank cleaning, the volume of tank cleaning waste generated and the method and location of tank cleaning waste disposal.

Response

Please refer to the response to Question 3 above.

12. Identify each of your Company's Facility discharge locations, including but not limited to, pipes, drains, sumps and sewer connections, describe the discharge location's purpose and use, show the location of each discharge point on the Facility Plan, and indicate whether it discharged to the Gowanus Canal, to the ground, the sewer or other location(s).

Response

Please refer to the response to Question 3 above.

13. Did or do any of your Company's Facilities have discharge or waste permits, including but not limited to, a National or State Pollutant Discharge Elimination System ("NPDES" or "SPDES") or RCRA permit? If so, identify the Facility and the period during which the Facility has had a discharge permit, including but not limited to, permits, notices of violations, sampling analysis which document discharges in excess of permit limits, and administrative settlement orders for violations.

Response

ConocoPhillips specifically objects to Question No. 13 on the grounds that it seeks information that is irrelevant, overbroad, and unduly burdensome. Subject to and without waiving the foregoing objection, please refer to the responses to Questions 1d. and 3 above.

- 14. Please describe the closure of the Facility, if applicable. Your answer should include, but not be limited to, when the closure of the Facility occurred; how waste material was disposed of, and whether any waste material was left on-site. In addition, describe any further closure work that was undertaken at the time any portion of any of the Facility was transferred.**

Response

Please refer to the response to Question 3 above.

- 15. Does your Company have any additional information or documents which may help EPA identify other companies which conducted operations at or owned the Facility, or contributed contamination to the Gowanus Canal? If so, please provide that information and those documents; state the time period when each such company operated or owned the Facility, or contributed contamination to the Gowanus Canal, and identify the source(s) of your information.**

Response

Please refer to the response to Question 3 above.

- 16. Identify the persons having knowledge of facts relating to the questions which are the subject of this inquiry. For each such person that you identify, provide the name, address and telephone number of that person, and the basis of your belief that he or she has such knowledge. For past and present employees of the Company, include their job title and description of their responsibilities.**

Response

ConocoPhillips requests that any contact with the ConocoPhillips employees listed below be made through Paul Hamada, Senior Counsel.

Paul I. Hamada
Senior Counsel
ConocoPhillips Company
600 N. Dairy Ashford, ML2080
Houston, Texas 77079
281-293-1036 – telephone
Mr. Hamada is the attorney who is assigned to this matter.

Willette A. DuBose
HS&E Legal Specialist
ConocoPhillips Company
600 N. Dairy Ashford, ML1126
Houston, Texas 77079
281-293-6952 – telephone
Ms. DuBose is the Legal Specialist who is assigned to assist Mr. Hamada on all aspects of this matter.

Wanda Hines
Contract employee
ConocoPhillips Company
600 N. Dairy Ashford, MA
Houston, Texas 77079
281-293-3896 – telephone
Ms. Hines is currently a contract employee for ConocoPhillips who is assigned to assist Mr. Hamada on all aspects of this matter.

Derrick D. Vallance
Outside Counsel
Pillsbury Winthrop Shaw Pittman, LLP
2 Houston Center
909 Fannin Street, Suite 2000
Houston, Texas 77010
713-276-7617 – telephone
Mr. Vallance is a former ConocoPhillips attorney. He is no longer an employee of ConocoPhillips, however, continues to assist in the capacity of outside counsel for ConocoPhillips. Mr. Vallance has knowledge of TAACC and its operations.

Mark A. Aebi
Manager, Legacy Issues – RM&R
ConocoPhillips Company
1322 Phillips Bldg., PB-1322
Bartlesville, Oklahoma 74004
918-661-1574 – telephone
Mr. Aebi is currently the Manager of ConocoPhillips' Legacy Issues and has knowledge of TAACC and its operations.

Michael E. Hansen
Environmental Resources Management (ERM)
15810 Park Ten Place, Suite 300
Houston, Texas 77084
281-600-1000 – telephone

Mr. Hansen is a former ConocoPhillips employee. He is currently an environmental consultant who has been retained by ConocoPhillips to assist in the consultation aspects of this matter. Mr. Hansen has knowledge of TAACC and its operations.

Leigh Ormonde
Contract employee
ConocoPhillips Company
1232 Park Street, Suite 300
Paso Robles, CA 93446
805-226-2643 – telephone

Ms. Ormond is a contract employee for ConocoPhillips in the Property Tax, Real Estate, Right of Way and Claims Department who assisted in the research and gathering of the documents attached to this Response.

Colleen Hagemann
Contracts Associate
ConocoPhillips Company
1232 Park Street, Suite 300
Paso Robles, CA 93446
805-226-2649 – telephone

Ms. Hagemann is an employee of ConocoPhillips in the Property Tax, Real Estate, Right of Way and Claims department who assisted in the research of the information necessary for this Response.

- 17. Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information. In addition, state whether this person has personal knowledge of the answers provided.**

Response

Please refer to the response to Question 16 above.

- 18. Supply any additional information or documents in your possession or available to you that may be relevant to the questions which are the subject of this inquiry or that may assist EPA in identifying potentially responsible parties under CERLA with respect to this Site.**

Response

Other than the documents provided herein in Attachments A and B, Respondent has no additional documentation or information.

ConocoPhillips Company (“CONOCOPHILLIPS”),
RESPONSES TO
NOVEMBER 5, 2009 EPA REQUEST FOR INFORMATION
Gowanus Canal Superfund Site (“Site”)
Brooklyn, Kings County, New York

ATTACHMENT A



2055 East Rio Salado Parkway, Suite 201
Tempe, Arizona 85281
Phone: (480) 967-6752
Fax Number: (480) 966-9422
Web Site: www.netronline.com

HISTORICAL CHAIN OF TITLE REPORT

**GOWAUS CANAL SUPERFUND SITE
LOCATED ON THE CORNER OF SMITH AND HUNTINGTON
BROOKLYN, NEW YORK**

Submitted to:

CONOCO PHILLIPS
1232 Park Street
Paso Robles, California 93446

Attention: Leigh Ormonde

Project No. N10-00052

Tuesday, January 12, 2010

NETR - Real Estate Research & Information hereby submits the following ASTM historical chain-of-title to the land described below, subject to the leases/miscellaneous shown in Section 2. Title to the estate or interest covered by this report appears to be vested in:

7 HORIZON CORPORATION (AS TO CHAIN 1) AND VICHAR, INC. (AS TO CHAIN 2)

The following is the current property legal description:

Lot 1, Block 471, also commonly known as 5 Street, situated and lying in the City of Brooklyn, Kings County, State of New York

Lot 200, Block 471, also commonly known as 459 Smith Street, situated and lying in the City of Brooklyn, Kings County, State of New York

Assessor's Parcel Number(s): Block 471, Lot 1, Block 471, Lot 200

1. HISTORICAL CHAIN OF TITLE

1. Chain 1 - Conveys Lot 1, Block 471.

1. DEED

RECORDED: 11/06/1895
GRANTOR: The Citizen's Gas Company
GRANTEE: Brooklyn Union Gas Company
INSTRUMENT: Liber 3, Page 333

2. DEED

RECORDED: 10/03/1905
GRANTOR: Rollin H. Lynde and Elizabeth B. Lynde
GRANTEE: John P. Carroll
INSTRUMENT: Liber 35, Page 150

3. DEED

RECORDED: 06/25/1907
GRANTOR: John P. Carroll
GRANTEE: Brooklyn Union Gas Company
INSTRUMENT: Liber 3015, Page 309

4. DEED

RECORDED: 11/13/1969
GRANTOR: The Brooklyn Union Gas Company
GRANTEE: Peter Galasso, Inc.
INSTRUMENT: Book 375, Page 1135

5. DEED

RECORDED: 11/13/1969
GRANTOR: Peter Galasso, Inc.
GRANTEE: Peter Galasso
INSTRUMENT: Book 375, Page 1156

6. DEED

RECORDED: 03/19/1970
GRANTOR: Peter Galasso, Inc.
GRANTEE: Peter Galasso
INSTRUMENT: Book 400, Page 786

7. DEED

RECORDED: 03/05/1973
GRANTOR: Peter Galasso
GRANTEE: Peter Galasso, Inc.
INSTRUMENT: Book 617, Page 1694

8. DEED

RECORDED: 03/21/1973
GRANTOR: Peter Galasso, Inc.
GRANTEE: Peter Galasso
INSTRUMENT: Book 621, Page 945

9. DEED

RECORDED: 10/09/1973
GRANTOR: Peter Galasso
GRANTEE: 7 Horizon Corporation
INSTRUMENT: Book 663, Page 1219

II. Chain 2 - Conveys Lot 200, Block 471.

10. DEED

RECORDED: 12/12/1895
GRANTOR: Henry J. Braker and William D. Faris, et al
GRANTEE: The American Agricultural Chemical Company
INSTRUMENT: Liber 14, Page 367

11. DEED

RECORDED: 12/22/1911
GRANTOR: The American Agricultural Chemical Company
GRANTEE: Brooklyn Union Gas Company
INSTRUMENT: Liber 3334, Page 88

12. DEED

RECORDED: 11/13/1969
GRANTOR: The Brooklyn Union Gas Company
GRANTEE: Peter Galasso, Inc.
INSTRUMENT: Book 375, Page 1135

13. DEED

RECORDED: 11/13/1969
GRANTOR: Peter Galasso, Inc.
GRANTEE: Peter Galasso
INSTRUMENT: Book 375, Page 1156

14. DEED

RECORDED: 03/19/1970
GRANTOR: Peter Galasso, Inc.
GRANTEE: Peter Galasso
INSTRUMENT: Book 400, Page 786

15. DEED

RECORDED: 03/12/1971
GRANTOR: Peter Galasso
GRANTEE: Antarenni Industries, Inc.
INSTRUMENT: Book 470, Page 348

16. LETTERS PATENT

RECORDED: 03/15/1971
GRANTOR: Deputy Commissioner of General Services, State of New York
GRANTEE: Peter Galasso
INSTRUMENT: Book 470, Page 818

17. DEED

RECORDED: 02/04/1972
GRANTOR: Peter Galasso
GRANTEE: Antarenni Industries, Inc.
INSTRUMENT: Book 536, Page 1261

18. TRUSTEE'S DEED

RECORDED: 03/22/1976
GRANTOR: Leon C. Marcus, as Trustee in Bankruptcy of the Estate of Antarenni Industries, Inc., a domestic corporation
GRANTEE: New York Job Development Authority, a public benefit corporation
INSTRUMENT: Book 836, Page 973

19. CONTRACT OF SALE AGREEMENT

RECORDED: 06/15/1977
FIRST PARTY: New York Job Development Authority, a public benefit corporation
SECOND PARTY: Vitamaster Industries, Inc.
INSTRUMENT: Book 925, Page 1607

20. DEED

RECORDED: 01/02/1985
GRANTOR: Allegheny International Exercise Company, successor in interest to VTM Corporation
GRANTEE: Irving Goldstein and Leah Goldstein
INSTRUMENT: Book 1591, Page 1072

21. DEED

RECORDED: 01/02/1985
GRANTOR: New York Job Development Authority, a public benefit corporation
GRANTEE: Allegheny International Exercise Company
INSTRUMENT: Book 1591, Page 1069

22. REFEREE'S DEED

RECORDED: 07/08/1998
GRANTOR: Daniel J. O'Donnell Esq., duly appointed
GRANTEE: Vichar, Inc.
INSTRUMENT: Book 4236, Page 536
COMMENTS: Foreclosed on Irving Goldstein and Leah Goldstein, et al.

2. LEASES AND MISCELLANEOUS

1. MEMORANDUM OF LEASE:

RECORDED: 01/15/1974
LESSOR: 7 Horizon Corporation
LESSEE: Supermarkets General Corporation
INSTRUMENT: Book 684, Page 1440
COMMENTS: Conveys Lot 1, Block 471.

2. NOTICE OF AGREEMENT:

RECORDED: 10/17/2007
RECEIVED FROM: Brooklyn Union Gas Company, doing business as
KeySpan Energy Delivery New York, the "Respondent"
DIRECTED TO: New York State Department of Environmental
Conservation, the "Department"
INSTRUMENT: 2007000526264
COMMENTS:

Conveys Lot 1, Block 471. WHEREAS, the Respondent, by authorized signature, consented to the issuance of Department Order Index No. A2-0460-0502 (the "Order"), concerning the remediation of contamination present on the Property; and WHEREAS, in return for the remediation of the Property pursuant to the Order to the satisfaction of the New York State Department of Environmental Conservation (the "Department"), the Department will provide the Respondent and Respondent's lessees and sub lessees and Respondent's successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suite related to the Site's further investigation or remediation, subject to certain reservations set forth in the Order; and WHEREAS, pursuant to the Order, the Respondent, agreed that it would give notice of the Order to all parties who may acquire any interest in the Property by filing this Notice with the Kings County Clerk. (see attached)

LIMITATION

This report was prepared for the use of Conoco Phillips, exclusively. This report is neither a guarantee of title, a commitment to insure, or a policy of title insurance. NETR- Real Estate Research & Information does not guarantee nor include any warranty of any kind whether expressed or implied, about the validity of all information included in this report since this information is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.

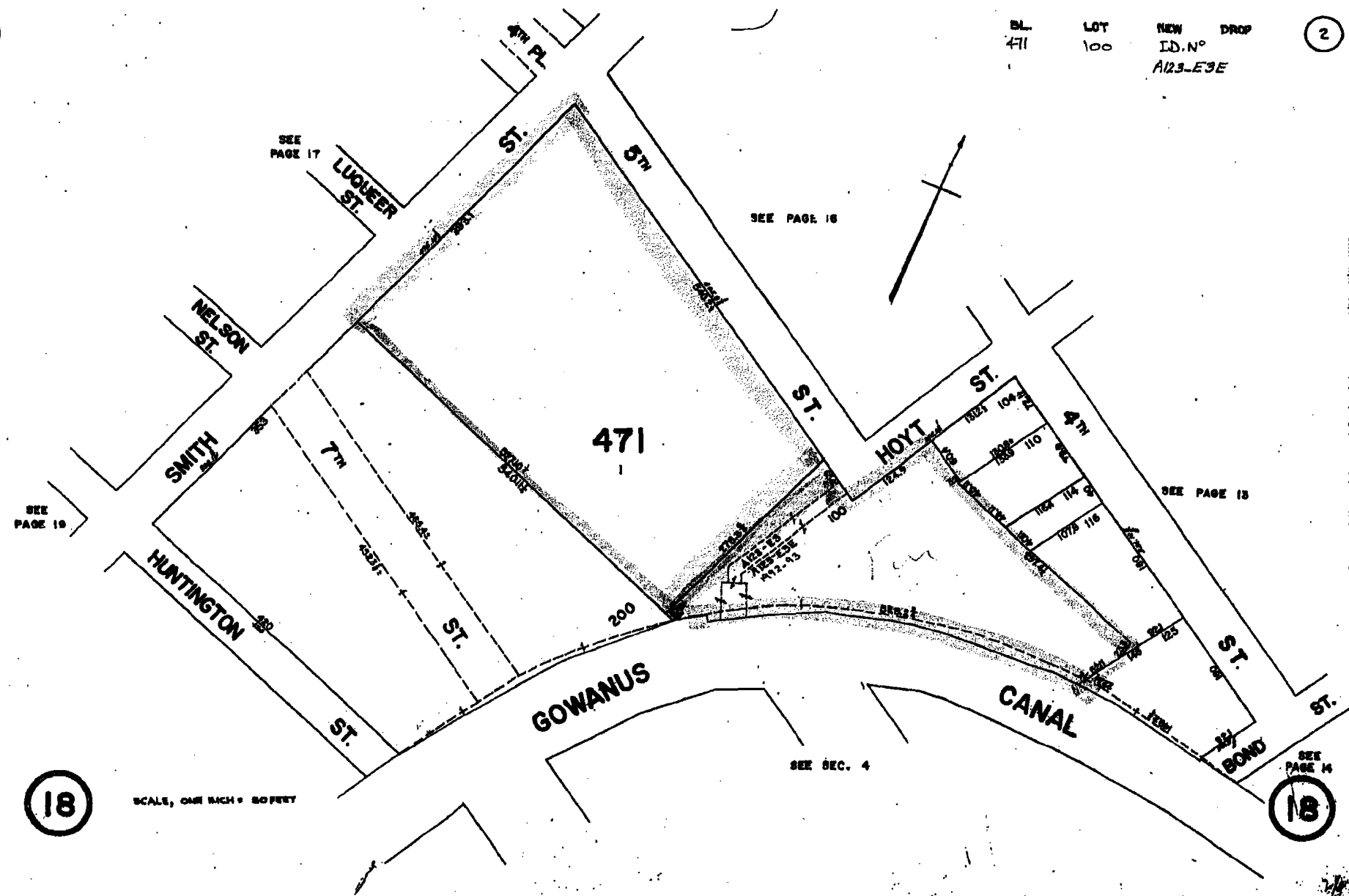
Gowanus Canal



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BL 471
 LOT 100
 NEW ID. N°
 A123-E3E

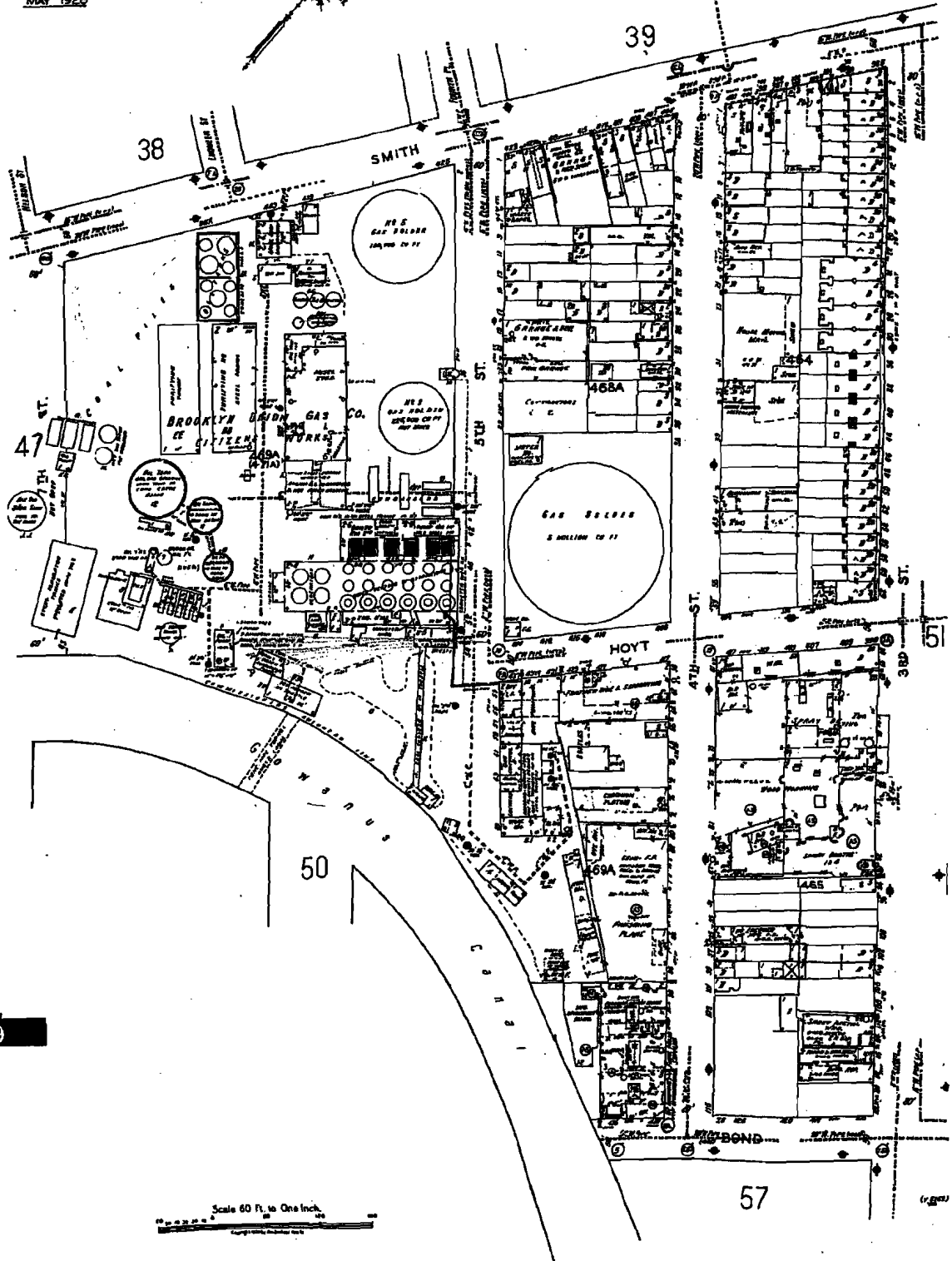


18

SCALE, ONE INCH = 50 FEET

18

Information prepared by James H. LLC on the program's design and delivery system. Copyright © 2001. All rights reserved.



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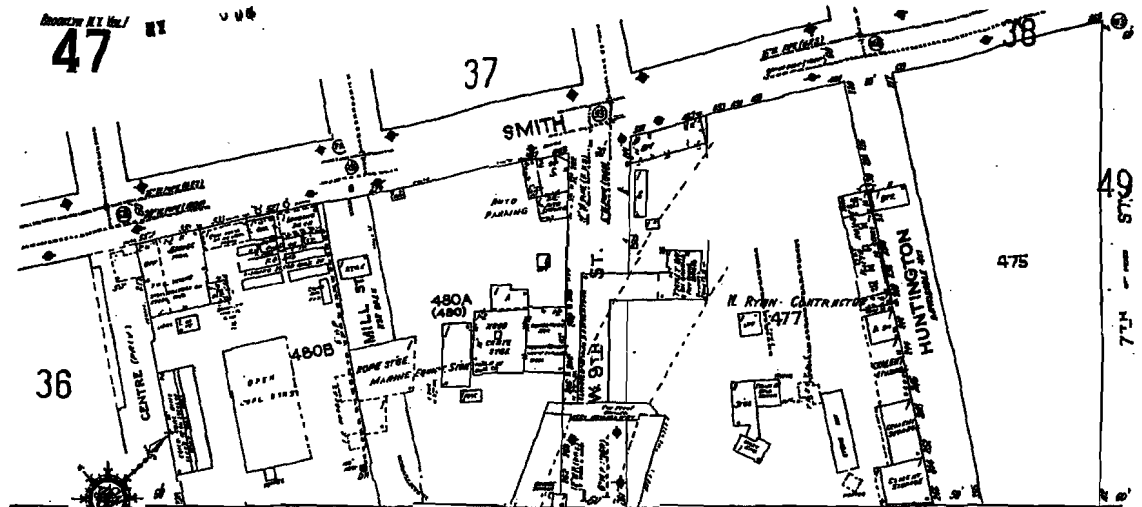
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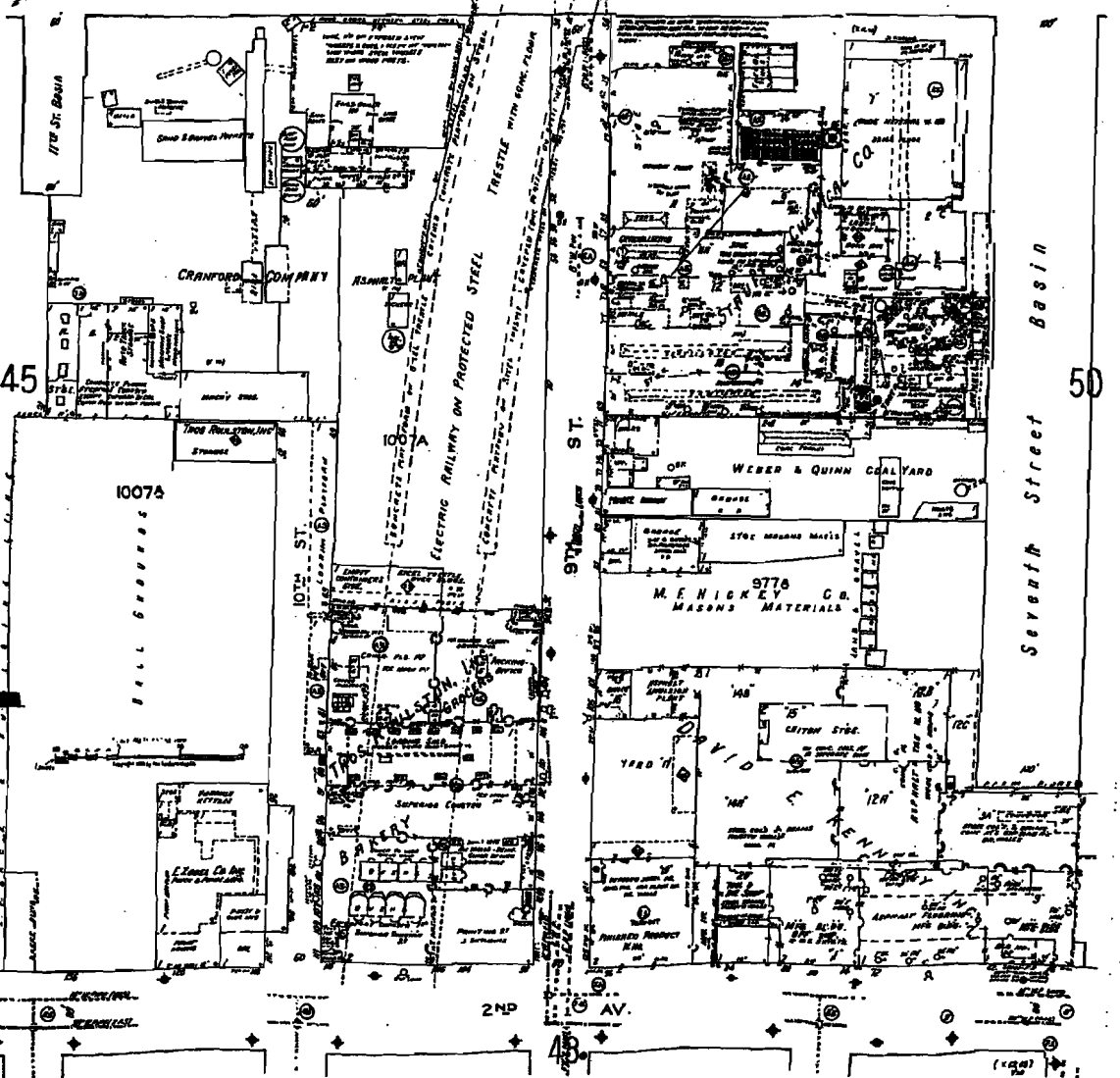
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Gowan Canal



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HNT:kp
102273

Smith Street
Brooklyn,
New York

NO. 1 OF 6
DUPLICATE ORIGINALS

REEL 684 PAGE 1440

MEMORANDUM OF LEASE

471
MEMORANDUM OF LEASE, dated as of September 24, 1973 between
LOT 1 7 Horizon Corp., a New York corporation having a mailing address
at 4105 Church Avenue, Brooklyn, New York 11203 (hereinafter
called "Landlord") and Supermarkets General Corporation, a
Delaware corporation, having a mailing address at 301 Blair
Road, Woodbridge, New Jersey 07095 (hereinafter called "Tenant").

W I T N E S S E T H :

1. Landlord and Tenant have entered into a certain lease (hereinafter called the "Lease") dated as of September 24, 1973, in respect of certain premises bounded and described in Exhibit "A" annexed hereto and made a part hereof together with all improvements now or hereafter erected thereon and any and all rights, easements or appurtenances thereto belonging.
2. The Lease sets forth the names and addresses of the parties thereto as hereinabove set forth.
3. The term of the Lease shall commence on the date ("Commencement Date") upon which is the earlier of (i) the date on which Tenant opens the Demised Premises to the public for business, or (ii) the date which is 60 days after the Delivery of Possession (as said term is defined in the Lease).
4. The term of the Lease is for a period of twenty-five (25) years from the day before the Commencement Date if the

Commencement Date is the first day of a month, or twenty-five (25) years from the last day of the month in which the Commencement Date occurs if the Commencement Date is not the first day of the month.

5. Tenant has six (6) successive options to renew the term of the Lease from the dates upon which it would otherwise expire for six (6) separate renewal periods of five (5) years each.

6. The Lease contains the following provision:

Right of First Refusal to Purchase

612. A. Upon condition that this Lease shall at the time be in full force and effect, Landlord shall not sell or contract to sell Landlord's estate in the Demised Premises to any person whatsoever other than the Tenant except upon the following conditions:

"(1) If the Landlord shall receive a bona fide offer for the purchase of Landlord's estate in the Demised Premises which the Landlord desires to accept, Landlord will notify Tenant in writing of such bona fide offer, setting forth the price, terms and conditions of said offer.

"(2) Landlord agrees that Tenant shall thereafter have the prior right to purchase Landlord's estate in the Demised Premises at the same price and upon the same terms and conditions as are contained in such offer except as herein otherwise set forth. Said right may be exercised at any time within thirty (30) days after Tenant's receipt of such written notice of said offer.

"(3) Tenant's aforementioned right may be exercised by mailing written notice of such exercise to Landlord; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually received by Landlord.

"(4) Upon the exercise of Tenant's rights hereunder, Tenant shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to Landlord's estate in the Demised Premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which event Tenant shall have such longer period.

"(5) If Tenant fails to exercise its said right to purchase, and for any reason Landlord shall not thereafter sell or convey the same to the party or parties making the offer which was communicated to Tenant, the foregoing conditioned prohibition against Landlord's sale or other disposition of Landlord's estate in the Demised Premises shall continue in full force and effect and Tenant's said prior right of purchase shall apply with respect to any new offers received by Landlord, as provided in this Article.

"B. At the closing, Landlord shall deliver to Tenant a good and valid Bargain and Sale Deed, with Covenants against Grantor's Acts, with all revenue stamps or transfer taxes affixed and/or paid by Landlord, conveying a good and marketable title to the Demised Premises, free and clear of all liens and encumbrances except the

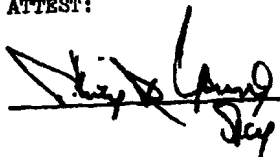
Permitted Encumbrances (and insurable as such by a reputable title company of Tenant's choice) against payment of the purchase price and/or such other other document(s) (such as an assignment of lease in the event Landlord's estate in the Demised Premises is a leasehold estate) as Tenant requires for the conveyance of Landlord's estate in the Demised Premises. If Landlord shall have failed to satisfy or remove any lien or encumbrance (other than the Permitted Encumbrances) at or prior to closing of title, Tenant shall have the right to cause the same to be satisfied or removed and to deduct the cost thereof from the purchase price, and/or may cause portions of the purchase price, sufficient for such satisfaction or removal to be held in escrow after the closing of title. Any balance remaining in said escrow after such satisfaction and removal shall be paid over to Landlord. However, if the Demised Premises shall be encumbered by any mortgage or mortgages (whether or not the same is a Permitted Encumbrance) Tenant shall have the right to elect to purchase Landlord's estate in the Demised Premises subject to such mortgage or mortgages, in which event Tenant shall receive a credit against the purchase price in an amount equal to the unpaid principal balance of such mortgage or mortgages at the time of the closing of title and any accrued or prepaid interest thereon shall be apportioned between the parties as of the closing date."

REEL 684 FILE 1444

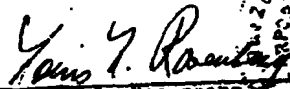
7. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions in the Lease contained, and reference is hereby made to all of the terms, covenants and conditions in the Lease contained.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written for the purpose of providing an instrument for recording pursuant to Section 291-C of the real property law of the State of New York.

ATTEST:



Notary Public

7 HORIZON CORP.

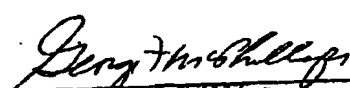
By 
Louis L. Rosenberg
President

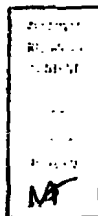


ATTEST:


Notary Public
(SEAL)

SUPERMARKETS GENERAL CORPORATION

By 
George F. McPhillips,
Vice President



REL 684 PAGE 1445

STATE OF NEW YORK }
COUNTY OF KINGS } ss.:

On the 11th day of December, 1973, before me came Louis L. Rosenbergs, to me known, who being by me duly sworn, did depose and say that he resides at 1520 Atlantic Ave. Fl. 22, Mrs. Frank, that he is President of 7 HORIZON CORP., the corporation described in and which executed the foregoing instrument as Landlord; 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 authority of the board of directors of said corporation; and that he signed his name thereto by like authority.

[Signature]
Notary Public

SIDNEY D. YELIN
NOTARY PUBLIC, STATE OF NEW YORK
No. 20-4372525 Qual. in Kings Co.
Exp. March 20, 1976

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

On the 1st day of January, 1973, before me came GEORGE F. McPhillips, to me known, who being by me duly sworn, did depose and say that he resides at 218 N. Monroe St., Ridgewood, N.Y., that he is a Vice President of Supermarkets General Corporation, the corporation described in and which executed the foregoing instrument as Tenant; 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 authority of the board of directors of said corporation; and that he signed his name thereto by like authority.

[Signature]
Notary Public

EDWARD S. RADZELY
NOTARY PUBLIC, State of New York
No. 24-6479680. Qual. in Kings Co.
Commission Expires March 20, 1974.

EXHIBIT "A"

NEEL 084 PAGE 1446

Annexed to Memorandum of Lease dated
as of September 24, 1973, between 7
Horizon Corp., Landlord, and Supermarkets
General Corporation, Tenant.
Premises: Smith Street
Brooklyn, New York

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

BEGINNING at a point on the Southwesterly side of 5th Street, distant 340
feet 2-1/2 inches Southeasterly from the corner formed by the intersection
of the Southwesterly side of 5th Street with the Southeasterly side of
Smith Street; running thence Southwesterly forming an interior angle of
102 degrees 16 minutes and 05 seconds with the Southerly side of 5th
Street 278 feet 3-5/8 inches; thence westerly at right angles to the
preceding course 527 feet 10 1/8 inches to the southeasterly side of Smith
Street; thence northerly along the southeasterly side of Smith Street
393 feet 1 inch to the southwesterly side of 5th Street; thence South-
easterly along the Southwesterly side of 5th Street 340 feet 2-1/2
inches to the point or place of BEGINNING.

PLEASE INITIAL
Landlord: Y.R.
Tenant: S.A.C.

PL
PV

1524

1974 JUN 15 AM 10:20

1314

Primary Instrument Entered

7 HORIZON CORP.,
Landlord

AND

SUPERMARKETS GENERAL CORPORATION,
Tenant

[Handwritten signature]

MEMORANDUM OF LEASE

CITY OF CITY REGISTER
KING COUNTY
RECORDED
Witnessed by bank
and official seal

[Handwritten signature]
CITY REGISTER

Dated As Of: September 24, 1973

Premises: Smith Street,
Brooklyn, New York

RECORD AND RETURN TO:

Melvin I. Menduck, Inc.
Supermarkets General Corporation
301 Blair Road
Woodbridge, New Jersey 07095

JE: a
24: 47

684 MAR 1974

1574 05340 6-151 000181111
P.V.

1974 JAN 15 AM 10:20

1524

1974

Property Improvement Building

7 HORIZON CORP.,

Lessor

AND

SUPERMARKETS GENERAL CORPORATION

Tenant

MEMORANDUM OF LEASE

Dated As Of: September 24, 1973

Premises: Smith Street,
Brooklyn, New York

EXCEPT AND RETURN TO:

Melvin S. Kendrick, Esq.
Supermarkets General Corporation
201 Chair Road
Woodbridge, New Jersey 07095

CITY OF CITY REGISTER
Kings County
RECORDED
Witness my hand
and official seal

Alexander J. Harris
CITY REGISTER

SEP 08 1973

agreed to the same
The said parties have
agreed to the same
The said parties have
agreed to the same

The lands affected by this instrument
Block 49, 420, 425, 426 and Section 10
the Land Map of the County of Kings
Recorded November 10, 1895, p. 150, and

This indenture, made the fourth day of
1895, between the City of New York
County, on the one part, organized and
incorporated under the laws of the State of New York,
the said party, and the Brooklyn Union
party, also organized and incorporated under
the laws of the same State, both of the said
whereas the Board of Directors of the party of the
part has by resolution duly passed directed
execution of this indenture and the said
consentance thereby, and the said party
consentance have been duly consented to by
holders of more than two thirds of the capital
of the said party of the first part at a meeting
of stockholders thereof called and held in
accordance with laws to consider said matters. Now
fore this indenture Witnesseth, that the
of the first part in consideration of
and other valuable considerations
received by the party of the second part
receipt whereof is the substance
hereby grant, constitute, ratify, confirm
and approve unto the party of the second part
its successors

...of the party of ...
...including the following ...
...mentioned as appearing ...
...to say. All that certain piece or parcel of land ...
...of Kings County of Kings County ...
...which is bounded and described as ...
...at a point formed by the ...
...of Fifth Street running thence ...
...line of said Fifth Street ...
...three (58) feet more and one quarter (91) feet ...
...a point where the center line of ...
...intersect, it if continued ...
...thence along the center line of ...
...the center line of a street ...
...of feet (now closed) thence ...
...the center line of ...
...eighty-three (83) feet and ...
...inches more or less to land ...
...and lamp thence ...
...thence ...
...thence Northwesterly and ...
...Street fifty-two (52) feet and ...
...to the ...
...thence West along the Northern line ...
...until it intersects the center of ...
...Street formerly called Lynch Street (now closed) ...
...thence Northwesterly along the center line of ...
...said Lynch Street to a point where the same is ...
...intersected by a line drawn parallel with South ...
...Street and distant perpendicularly one hundred and ...
...forty (104) feet Easterly therefrom thence Northwesterly along ...
...said last mentioned line that is to say parallel ...
...with said South Street until said line intersects ...
...the center line of South Street thence Northward ...
...along said center line of South Street one ...
...hundred and ten (110) feet and four (4) inches until it ...
...intersects the Eastern side of South Street ...
...thence Northwesterly along said Eastern line ...
...of feet (now closed) ...
...quarter of an inch more or less ...
...with all the ...
...of the party of the first part ...
...of the first part of the first part

... of which ...
first part in reference to the ...
... or connection with the said premises ...
it to include in the foregoing description ...
property and rights conveyed to the said party ...
part by the following deed or conveyance ...
... rights within the boundaries of ...
... of apartments to said premises ...
... of ...
... recorded October 2, 1879 in Liber ...
William Libby and wife dated May 22, 1879 ...
recorded June 1, 1880 in Liber 514 page 277 ...
... dated June 21, 1870 and recorded June 23, 1870 ...
... page 5. Deed of Norman Curran and wife ...
... recorded August 10, 1870 in Liber 460 ...
... of William O'Connell and others dated ...
... recorded August 30, 1870 in Liber 461 ...
... that there is a certain piece or parcel ...
... of Brooklyn, which is being ...
... beginning at the ...
... of ... and ...
... along said lot for ...
... feet and six inches ...
... measured along the easterly side of said ...
... (or westerly) and parallel with ...
... (or long to Broadway Street) thereof ...
... said plebeian street three hundred and eighteen ...
... and two inches more or less measured along ...
... westerly side of said street to Atlantic Avenue ...
... thence westerly along Atlantic Avenue one hundred ...
... and eighty-two feet and two and a half ...
... inches more or less measured along the ...
... easterly side of said Atlantic Avenue to the first ...
... place of beginning together with all the rights ...
... and interest of the party of the first part to ...
... in the land in said Avenue and streets in front ...
... adjacent to said premises, it being intended to ...
... in the foregoing description all property ...
... by the following deeds or by any other deeds ...
... part of the first part or to the ...
... boundary of property within the ...
... aforesaid or adjacent thereto ...
... wife to the ...
... dated ...

...of the first part of the second part...
...of the first part will execute or procure any further necessary and
...FIFTH.- That the said Millie A. Keator will forever
...IN WITNESS WHEREOF, the said party of the first part hath
...the day and year first above written. Millie A. Keator (Seal)

CITY AND STATE OF NEW YORK, BOROUGH OF BROOKLYN, COUNTY OF KINGS, SS.
...in the year nineteen hundred and five, before me personally
...and known to me to be the individual described in and
...acknowledged to me that she executed the foregoing instrument, and she thereupon duly acknowledged to me that she
...Commissioner of Deeds for the City of New York.
...by this instrument lies in section 2, in block 419 on the last map

...at 20 min. past 11 A. M.
...215 Montague St., Brooklyn, N. Y.

35/150

...day of September in the year nineteen hundred and five,
...in the State of New Jersey, and ELIZABETH B. LYDIE
...F. CARROLL of the Borough of Brooklyn, City and
...That the said parties of the first part, in
...valuable considerations, legal money of the
...part, do hereby grant and release unto the
...and assigns forever, and that certain tract
...County of Kings, City and State

of New York, ...
Smith Street, in the ...
the Estate of Jordan Cole ...
from the corner formed by the ...
Street, and running from ...
Smith Street, two hundred and fifty feet to ...
closed; thence Easterly along said centre line of ...
one and one half inches, to the line of land formerly ...
only along said last mentioned land thirty four feet and nine inches ...
feet from Smith Street; thence Southerly and parallel with Smith Street ...
feet, eleven and one half inches to a point in the centre line of said ...
Street is now closed, or was never opened) and which point is distant one hundred and ...
Street; thence Westerly along the centre line of said Lynch Street, one hundred feet to the ...
or place of beginning. Be said several distances and dimensions here of less, and also all the ...
right, title and interest of the parties of the first part, in and to said Lynch Street said ...
Street, said Smith Street and said Lynch Street, in front of, and adjoining said premises. ...
GETHER with the appurtenances, and all the estate and rights of the parties of the first part in ...
and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the ...
and part, his heirs and assigns forever. AND the said Rollin H. Lynde of the first part, doth ...
covenant that he has not done or suffered anything whereby the said premises have been incumbered ...
in any way whatever. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their ...
hands and seals the day and year first above written. Rollin H. Lynde (LS), Elizabeth B. Lynde (LS),

STATE OF New York, County of New York, SS. On the 27th day of September in the year nineteen hundred and five, before me personally came Rollin H. Lynde and Elizabeth B. Lynde to me known and known to me to be the individuals described in and who executed the foregoing instrument and to me duly acknowledged that they executed the same. David Scott, Notary Public, Kings Co. Ct. filed in N. Y. Co. State of New York, County of New York, SS. I, THOMAS L. HAMILTON, Clerk of the County of New York and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That David Scott has filed in the Clerk's office of the County of New York, a certified copy of his appointment and qualifications as Notary Public for the County of Kings, with his autograph signature, and was at the time of taking the proof or acknowledgment of the amended instrument, duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and believe that the said certificate of proof or acknowledgment to be genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 27 day of Sept. 1905. Tho. L. Hamilton, Clerk. [LS] 473 + 475

The land affected by this instrument lies in section 2, in block 471 on the land map of the County of Kings.
Recorded October 3rd, 1905, at 37 min. past 11 A. M.
Returned to Dykeman & Carr, Box 38, Reg. office.

THIS INDENTURE, made the Second day of October one thousand nine hundred and five, BETWEEN MARY A.

JB
3015/309

John P.
Carroll

Brooklyn
Union
Gas Co.

... instrument, ...
... the Borough of Brooklyn, County of Kings, and ...
... on the Easterly side of Smith Street, in the center line ...
... was laid down on the map of the Estate of JORDAN OULSH, ...
... five feet and one-half inch Southerly from the center ...
... Street, with the Easterly side of Smith Street, and ...
... point Northerly along the Easterly side of Smith Street, to ...
... Centre line of Inquirer Street, which Street is now closed; ...
... line of said Inquirer Street, now closed, Seventy-three feet, one and one-half inches, to ...
... the line of land formerly belonging to Jacob Bergen; thence Southeasterly along ...
... mentioned land, Thirty-four feet and nine inches to a point distant One hundred feet from ...
... Smith Street; thence Southerly and parallel with Smith Street, Two hundred and twenty-seven ...
... feet, eleven and one-half inches to a point in the centre line of said Lynch Street, distant ...
... One hundred feet from Smith Street, thence Westerly along the centre line of said Lynch Street ...
... and which Street is now closed, or was never opened, One hundred feet to the point or place ...
... of BEGINNING. BE the distance and dimensions of Smith Street, Inquirer Street, land of Jacob ...
... Bergen, and on the line back to the centre of Lynch Street, more or less. TOGETHER with ...
... ALL the right, title and interest of the said party of the first part of, in and to said ...
... Lynch Street, said Seventh Street, said Smith Street and said Inquirer Street, in front of and ...
... adjoining said premises to the centre lines of said Streets. 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 above granted premises unto the said party of the second part, its successors ...
... and assigns forever. AND the said party of the first part does covenant that he has not done ...
... or suffered anything whereby the said premises have been incumbered in any way whatever. IN ...
... WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day ...
... and year first above written. JOHN P. CARROLL, (Notary), in presence of HENRY HIRSCHBERG, STATE ...
... of New York, County of Kings, SS: On this 2nd day of October, in the year One thousand nine ...
... hundred and five, before me personally came JOHN P. CARROLL, to me known and known to me to be ...
... the individual described in and who executed the foregoing instrument, and he duly acknowledged ...
... to me that he executed the same. HARRY HIRSHBERG, Notary Public, Grange Co. Certificate ...
... filed in Kings Co.

The LAND affected by this instrument lies in Section 2 in Blocks 471, 473 & 475 on the Land ...
... map of the County of Kings. RECORDED June 27, 1907, at 70 Min. past 11 A. M. RETURN to ...
... Lyboun & Kuhn, 177 Montague Street, Brooklyn, N.Y.

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

Stamp
1655
7
8
4

THIS INDENTURE, made the 5th day of November, nineteen hundred and sixty-nine
BETWEEN

THE BROOKLYN UNION GAS COMPANY, a New York corporation
having its office and principal place of business at 195
Montague Street, Brooklyn, New York,

REEL 375
PAGE 1135

BL 468

LOT 25

party of the first part, and

PETER GALASSO, INC., a New York corporation having its principal place of business at 57-57 47th Street, Maspeth, New York,

BL 471

1

party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100- - -

----- (\$10.00) dollars,

lawful money of the United States, and other 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.

PARCEL I

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

BEGINNING at the corner formed by the intersection of the Easterly side of Smith Street and the Southerly side of 5th Street; running thence Easterly along the Southerly side of 5th Street 605 feet 8 and 1/2 inches to the Easterly side of Hoyt Street extended; thence Northerly along the Easterly side of said Hoyt Street 124 feet 9 and 1/2 inches; thence Easterly parallel with 5th Street 60 feet 4 inches; thence Southerly at right angles to 5th Street 3 feet 2 inches to the center line of Coles Street as laid out on Map of Property belonging to the Estate of Jordan Doles, filed in the Office of the Register of Kings County as Map #123; thence Easterly along said Center line of Coles Street, 297 feet 4 and 1/2 inches to the Land formerly of Balchen, Secor and Camp; thence Southerly along said last mentioned Land 23 feet 3 inches; thence Southwesterly parallel with Bond Street 52 feet 11 inches to the Northerly side of Gowanus Canal; thence Westerly along the Northerly side of Gowanus Canal, as it curves left on an arc whose radius is 700 feet 0 inches a distance of 724 feet 2 inches to a point; thence continuing Southwesterly along said Gowanus Canal 175 feet 3 inches to the Northerly side of Huntington Street (if extended); thence Westerly along the Northerly side of Huntington Street 420 feet to the Easterly side of Smith Street; and thence Northerly along the Easterly side of Smith Street 746 feet 4 and 1/2 inches to the point or place of BEGINNING.

REAL ESTATE IN THE STATE OF NEW YORK
RECEIVED
NOV 11 1969
6 8 50

REAL ESTATE IN THE STATE OF NEW YORK
RECEIVED
NOV 11 1969
9 9 00

Out

Out

REF: 375-REG-1136

PARCEL II

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running

thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street;

thence Westerly along the southerly side of 4th Street, 220 feet 5 inches;

thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street;

thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT TO:

1. Any covenants, restrictions and easements of record affecting such premises.
2. Any state of facts which an accurate survey would show.

REF 375-1137

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:

THE BROOKLYN UNION GAS COMPANY

By

J. E. McArthur

STATE OF NEW YORK, COUNTY OF

on STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came

On the day of 19 before me personally came

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

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

REEL 375-1138

STATE OF NEW YORK, COUNTY OF KINGS

on STATE OF NEW YORK, COUNTY OF

On the 5th day of November, 1969, before me personally came J. E. McCann, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at No. 211 East 11th Street, Brooklyn, New York; that he is the Secretary of THE BROOKLYN UNION GAS COMPANY

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

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.

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.

George D. Friedman, Jr.
CHIEF CLERK
Notary Public, State of New York
No. 100-1000
Qualified in Kings County
Certificate filed in Kings County
Commission Expires March 10, 1970

Bargain and Sale Deed
WITHOUT COVENANT AGAINST GRANTOR'S ACTS
TITLE No. 148-1107/108

SECTION 2
BLOCK 468 Lot 25 / Block 471 Lot 1
LOT
COUNTY OR TOWN Kings

THE BROOKLYN UNION GAS COMPANY
TO
PETER GALASSO, INC.

48749

20 blocks
RETURN BY MAIL TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
THE TITLE GUARANTEE COMPANY
IN NEW YORK

POWSNER, KATZ & POWSNER Esqs.
66 COURT ST.
BROOKLYN, N.Y.
Zip No. 11201

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE
996061
REC. FEE \$ 165.50
SST \$ 23.00
RPT #
OFFICE OF CITY REGISTER
Kings County
RECORDED
Witness by hand
of official seal
Victor M. Powsner
THE TITLE GUARANTEE COMPANY
200 BROADWAY STREET, BROOKLYN, N.Y. 11201

No. 111111

Not valid in N.Y. State unless recorded in the Register of Deeds with Covenant against Grantor's Acts, Individual or Corporation

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

THIS INDENTURE, made the 12th day of November, nineteen hundred and sixty-nine, BETWEEN PETER GALASSO, INC., a New York corporation having its principal place of business at 57-57 47th Street, Maspeth, Queens, New York,

RECORDED
375
1156

NO. 467
LOT 25

party of the first part, and PETER GALASSO, residing at Post Drive (no street number), Roslyn Harbor, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN AND 00/100 (\$10.00) 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 into the party of the second part, the heirs or successors and assigns of the party of the second part forever,

PARCEL I

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

BEGINNING at the corner formed by the intersection of the Easterly side of Smith Street and the Southerly side of 5th Street; running thence Easterly along the Southerly side of 5th Street 605 feet 8 and 1/2 inches to the Easterly side of Hoyt Street extended; thence Northerly along the Easterly side of said Hoyt Street 124 feet 9 and 1/2 inches; thence Easterly parallel with 5th Street 60 feet 4 inches; thence Southerly at right angles to 5th Street 3 feet 2 inches to the center line of Coles Street as laid out on Map of Property belonging to the Estate of Jordan Doles, filed in the Office of the Register of Kings County as Map #123; thence Easterly along said Center line of Coles Street, 297 feet 4 and 1/2 inches to the Land formerly of Balchen, Secor and Camp; thence Southerly along said last mentioned Land 23 feet 3 inches; thence Southwesterly parallel with Bond Street 52 feet 11 inches to the Northerly side of Gowanus Canal; thence Westerly along the Northerly side of Gowanus Canal, as it curves left on an arc whose radius is 700 feet 0 inches a distance of 724 feet 2 inches to a point; thence continuing Southwesterly along said Gowanus Canal 175 feet 3 inches to the Northerly side of Huntington Street (if extended); thence Westerly along the Northerly side of Huntington Street 420 feet to the Easterly side of Smith Street; and thence Northerly along the Easterly side of Smith Street 746 feet 4 and 1/2 inches to the point or place of BEGINNING.

PARCEL 11

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running

thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street;

thence Westerly along the southerly side of 4th Street, 220 feet 5 inches;

thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street;

thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of **BEGINNING**.

375-1157

PARCEL 11

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running

thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street;

thence Westerly along the southerly side of 4th Street, 220 feet 5 inches;

thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street;

thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of **BEGINNING**.

275-1157

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all covenants, restrictions, easements and encumbrances of record affecting such premises.

THIS CONVEYANCE is made in the regular course of business actually conducted by the party of the first part.

REC 375 MAR 11 1958

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.

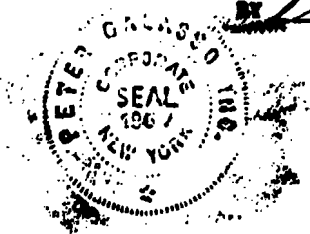
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

PETER GALASSO, INC.

BY *Peter Galasso*

PRESIDENT



STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

On the day of 19 , before me personally came

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

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

REC 375-1159

REAL ESTATE TRANSFER TAX STATE OF NEW YORK Dept. of Taxation & Finance

STATE OF NEW YORK, COUNTY OF KINGS,

STATE OF NEW YORK, COUNTY OF

On the 12th day of November, 1969, before me personally came PETER GALASSO, to me known, who, being by me duly sworn, did depose and say that he resides at No. Post Drive (no street number), Kew-Forest Harbor, N.Y.; that he is the President of PETER GALASSO, INC.

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

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.

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

PHILIP SCHREIBER Notary Public, State of New York No. 41-3532100 Qualified in Queens County Commission Expires March 30, 1971

Margain and Sale Deed WITH COVENANT AGAINST GRANTOR'S A/E/S TITLE NO. 1482107/108

PETER GALASSO, INC.,

TO

PETER GALASSO.

48753

SECTION 2 BLOCK 46 Lot 85 and Block 471 Lot 1 COUNTY KINGS 2 Blocks

THE TITLE GUARANTEE COMPANY IN NEW YORK

POWNER, KATZ & POWNER, ESQS. 66 Court Street Brooklyn, New York Zip No. 11201

REC. FEES 69-57-10 N.Y. STATE TAX EXEMPT 23473 OFFICE OF CITY CLERK Kings County RECEIVED Witness by hand and official seal Victor M. Pinner CITY CLERK THE TITLE GUARANTEE COMPANY

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

THIS INDENTURE, made the 13th day of March, nineteen hundred and seventy,
BETWEEN PETER GALASSO, INC., a New York corporation having its
principal place of business at 57-57 47th Street, Maspeth, Queens,
New York,

71
L

party of the first part, and PETER GALASSO, residing at Guys Lane (no street
number), Old Westbury, Long Island, New York,

REEL 400ME 786

468
25

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN AND 00/100 (\$10.00)

dollars,

lawful moneey 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,

471
1

PARCEL I

ALL that certain plot, piece or parcel of land, with the buidings and improvements thereon erected, situate,
lying and being in the Borough of Brooklyn, County of Kings, City and State
of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly
side of Smith Street and the Southerly side of 5th Street; running

thence Easterly along the Southerly side of 5th Street 603 feet 8
and 1/2 inches to the Easterly side of Hoyt Street extended;

thence Northerly along the Easterly side of said Hoyt Street 124
feet 9 and 1/2 inches;

thence Easterly parallel with 5th Street 60 feet 4 inches;

thence Southerly at right angles to 5th Street 3 feet 2 inches to
the center line of Coles Street as laid out on Map of Property
belonging to the Estate of Jordan Doles, filed in the Office of
the Register of Kings County as Map #123;

thence Easterly along said Center line of Coles Street, 297 feet
4 and 1/2 inches to the Land formerly of Balchen, Secor and Camp;

thence Southerly along said last mentioned Land 23 feet 3 inches;

thence Southwesterly parallel with Bond Street 52 feet 11 inches
to the Northerly side of Gowanus Canal;

thence Westerly along the Northerly side of Gowanus Canal, as it
curves left on an arc whose radius is 700 feet 0 inches a distance
of 724 feet 2 inches to a point;

thence continuing Southwesterly along said Gowanus Canal 175 feet
3 inches to the Northerly side of Huntington Street (if extended);

thence Westerly along the Northerly side of Huntington Street 420
feet to the Easterly side of Smith Street; and

thence Northerly along the Easterly side of Smith Street 746 feet
4 and 1/2 inches to the point or place of BEGINNING.

BL 471
101

PARCEL II:

BL 418
LOT 25

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street; thence Westerly along the southerly side of 4th Street, 220 feet 5 inches; thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street; thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all covenants, restrictions, easements and encumbrances of record affecting such premises.

THIS CONVEYANCE is made in the regular course of business actually conducted by the party of the first part.

THIS DEED is intended to confirm the Deed previously executed by the same parties, dated the 12th day of November, 1969, and recorded in the Office of the Register of the City of New York, Kings County, in ~~Book~~ Reel 375 Page 1156 of 11/13/69.

REEL
400
PAGE
788

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.

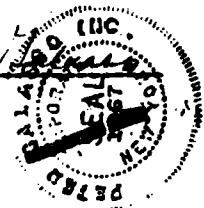
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

PETER GALASSO, INC.

By Eleanor H. Kan
Secretary



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

0.00
 18
 1970 MAR 19 AM 10.28
 22
 N. Y. STATE TAX EXEMPT
 5191
 22
 59
 22
 22
 22

OFFICE OF CITY REGISTER
 Kings County
 RECORDED
 Witness my hand
 and official seal

Victor M. Rivera
 CITY REGISTER

TITLE No. 1483610

PETER GALASSO, INC.

NOT SUBJECT TO STATE TAX TO 10149

PETER GALASSO.

Bargain and Sale Deed
 WITHOUT COVENANT AGAINST GRANTOR'S ACTS

The land affected by the within instrument lies in Section 7 of the Block Map of the County of KINGS Tax LOT 2 Block 468 LOT 25
 RECORDED AT REQUEST OF POWSNER, KATZ & POWNER, ESQS.
 66 Court Street, Suite 800
 Brooklyn, New York 11201

STANDARD FORM OF
 NEW YORK BOARD OF TITLE UNDERWRITERS
 Distributed by
THE TITLE GUARANTEE COMPANY
 IN NEW YORK

[Handwritten signature]

[Handwritten notes]

On the 13 day of March, 19 70 before me personally came ELIZABETH JEAN GALASSO, to me known, who, being by me duly sworn, did depose and say that she resides at 66 Court Street, Suite 800 (Old State number) Old Westbury, L.I., New York; that she is the SECRETARY of PETER GALASSO, INC.
 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 she signed hereunto thereby by the order of

On the 13 day of March, 19 70 before me personally came PETER GALASSO, to me known, who, being by me duly sworn, did depose and say that he resides at No. 66 Court Street, Suite 800, Brooklyn, New York 11201; that he knows 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.

STATE OF NEW YORK COUNTY OF KINGS STATE OF NEW YORK COUNTY OF KINGS

REAL ESTATE STATE OF NEW YORK
 TRANSFER TAX NEW YORK
 \$ 00.00

Nusso

Amk

STATE OF NEW YORK COUNTY OF KINGS STATE OF NEW YORK COUNTY OF KINGS
 On the 13 day of March, 19 70 before me personally came PETER GALASSO
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

On the 13 day of March, 19 70 before me personally came PETER GALASSO
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

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

THIS INDENTURE, made the 23rd day of February nineteen hundred and seventy-three BETWEEN PETER GALASSO, residing at 79 Westley Road, Old Westbury, Long Island, New York,

47
25/100

PETER GALASSO, INC., a New York corporation having its principal place of business at 57-57 47th Street, Maspeth, Queens, New York,

47

Vol 6176-1001

parties of the second part,
WITNESSETH, that the party of the first part, in consideration of TEN AND 00/100 (\$10.00)

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,

PARCEL 1

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Smith Street and the southerly side of 5th Street; running thence easterly along the southerly side of 5th Street 605 feet 8 1/4 inches to the easterly side of Hoyt Street extended; thence northerly along the easterly side of said Hoyt Street 124 feet 9 1/4 inches; thence easterly parallel with 5th Street 60 feet 4 inches; thence southerly at right angles to 5th Street 3 feet 2 inches to the center line of Coles Street as laid out on Map of property belonging to the Estate of Jordan Coles, filed in the Office of the Register of Kings County as Map No. 123; thence easterly along said center line of Coles Street 297 feet 4 1/4 inches to the land formerly of Balchen, Secor and Camp; thence southerly along said last mentioned land 23 feet 3 inches; thence southeasterly parallel with Bond Street 52 feet 11 inches to the northerly side of Gowanus Canal; thence westerly along the northerly side of Gowanus Canal, as it curves left on an arc whose radius is 700 feet 0 inches a distance of 523 feet 4-3/4 inches to a point; thence westerly at right angles to Smith Street 540 feet 11 inches to the westerly side of Smith Street; thence northerly along the westerly side of Smith Street 393 feet 1 inch to the point or place of BEGINNING.

PARCEL 2

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

BEGINNING at a point formed by the intersection of the westerly side of Hoyt Street and the northerly side of 5th Street; running thence northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street; thence westerly along the southerly side of 4th Street, 220 feet 5 inches; thence southerly at right angles to said southerly side of 4th Street 200 feet to the northerly side of 5th Street; thence easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of Beginning.

SUBJECT TO ALL ENCUMBRANCES OF RECORD.

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED
617 MAR 1 1935

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:



PETER GALASSO

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

On the 23rd day of February, 1973, before me personally came PETER GALASSO,

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

Handwritten signature
S. COUNTY PLACE
NOTARY PUBLIC
The Kings County
New York

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF SS:

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

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

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.

NEW YORK

Bargain and Sale Deed
With Guarantee Against Creditor's Acts

TITLE NO. 14963475

PETER GALASSO,

TO

PETER GALASSO, INC.

SECTION 468
BLOCK 471 25
LOT 1
COUNTY ~~BRONX~~ KINGS

Recorded at Request of
CHICAGO TITLE INSURANCE COMPANY
Home Title Division
Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE INSURANCE WRITERS
Distributed by
CHICAGO TITLE INSURANCE COMPANY
HOME TITLE DIVISION

PAUL D. FOWNER, ESQ.
120 West Park Avenue
Long Beach, N.Y. Zip No 11561

1973

RECORDING OFFICE
1973
REC-244
CL-244
CL-244
CHICAGO TITLE INSURANCE COMPANY
RECORDING OFFICE
1973

No
Consideration
608

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

THIS INDENTURE, made the 23rd day of February, one thousand nine hundred and seventy-three,
BETWEEN PETER GALASSO, INC., a New York corporation having its
principal place of business at 57-57 47th Street, Maspeth, Queens,
New York,

468
25

and PETER GALASSO, residing at 79 Wheatley Road,
Old Westbury, New York,

471
1

WITNESSETH, that the party of the first part, in consideration of **TEN AND 00/100 (\$10.00)**

lawful money of the United States, and other good and valuable consideration, and
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,

PARCEL 1

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

BEGINNING at the corner formed by the intersection of the easterly
side of Smith Street and the southerly side of 5th Street; running
thence easterly along the southerly side of 5th Street 605 feet
8 1/2 inches to the easterly side of Hoyt Street extended; thence
northerly along the easterly side of said Hoyt Street 124 feet 9 1/2
inches; thence easterly parallel with 5th Street 60 feet 4 inches;
thence southerly at right angles to 5th Street 3 feet 2 inches to
the center line of Coles Street as laid out on Map of property
belonging to the Estate of Jordan Coles, filed in the Office of the
Register of Kings County as Map No. 123; thence easterly along
said center line of Coles Street 297 feet 4 1/2 inches to the land
formerly of Balchen, Secor and Camp; thence southerly along said
last mentioned land 23 feet 3 inches; thence southeasterly parallel
with Bond Street 52 feet 11 inches to the northerly side of Gowanus
Canal; thence westerly along the northerly side of Gowanus Canal,
as it curves left on an arc whose radius is 700 feet 0 inches a
distance of 523 feet 4-3/4 inches to a point; thence westerly at
right angles to Smith Street 540 feet 11 inches to the westerly
side of Smith Street; thence northerly along the westerly side of
Smith Street 393 feet 1 inches to the point or place of **BEGINNING**.

PARCEL 2

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

BEGINNING at a point formed by the intersection of the westerly side
of Hoyt Street and the northerly side of 5th Street; running thence
northerly along the westerly side of Hoyt Street, 200 feet 9 inches
to the southerly side of 4th Street; thence westerly along the
southerly side of 4th Street, 220 feet 5 inches; thence southerly
at right angles to said southerly side of 4th Street 200 feet to
the northerly side of 5th Street; thence easterly along the
northerly side of 5th Street, 238 feet 6 inches to the westerly
side of Hoyt Street, the point or place of Beginning.

SUBJECT TO ALL ENCUMBRANCES OF RECORD.

This conveyance is made in the regular course of business actually conducted by the party of the first part.

916 129

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

REEL 621 PAGE 917

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 WITNESS OF:

PETER GALASSO, INC.

By Peter Galasso
PRESIDENT

STATE OF NEW YORK, COUNTY OF

SS: STATE OF NEW YORK, COUNTY OF

SS:

On the _____ day of _____ 19____, before me personally came

On the _____ day of _____ 19____, before me personally came

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

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

STATE OF NEW YORK, COUNTY OF NEW YORK,

SS: STATE OF NEW YORK, COUNTY OF

SS:

On the 23rd day of February, 1973, before me personally came PETER GALASSO, to me known, who, being by me duly sworn, did depose and say that he resides at No. 79 Beasley Road, Old Westbury, New York that he is the President of PETER GALASSO, INC.,

On the _____ day of _____ 19____, before me personally came

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.

_____ was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Paul D. Powsner

PAUL D. POWSNER
BROADWAY, NEW YORK, N.Y.
10006
BY _____
Notary Public in and for the State of New York
Commission Expires _____, 1974

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTORS' HEIRS

FILE NO. 4-554-23

PETER GALASSO, INC.

TO

PETER GALASSO.

SECTION 2

BLOCK 471 - Lot 1 and Blocks
nos 468 - Lot 25

COUNTY ~~X~~ KINGS.

Recorded at Request of
CHICAGO TITLE INSURANCE COMPANY
Home Title Division
Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
CHICAGO TITLE INSURANCE COMPANY
HOME TITLE DIVISION

PAUL D. POWSNER, ESQ.
120 West Park Avenue
Long Beach, N.Y. Zip No. 11561

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECORDED
INDEXED
FEB 23 1973
CLERK OF COUNTY OF KINGS

OFFICE OF THE CLERK OF COUNTY OF KINGS
RECORDS SECTION
100 WALL STREET
NEW YORK, N.Y. 10005

Victor M. Powsner
CITY RECORDER

THIS INDENTURE, made the 2nd day of October, nineteen hundred and seventy-three,
BETWEEN PETER GALASSO, residing at 79 Wheatley Road, Old Westbury,
New York,

468
BY
LOT 25

471
P
LOT 1

11-55-50

party of the first part, and 7 HORIZON CORP., a New York corporation having an
office at 4105 Church Avenue, Brooklyn, New York,

REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
Dept. of
REVENUE 611-771-555.50

SEE 603-1219

party of the second part.
WITNESSETH, that the party of the first part, in consideration of TEN AND 00/100 (\$10.00)
..... 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,

PARCEL 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State
of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of 5th Street,
distant 340 feet 2-1/2 inches Southeastery from the corner formed
by the intersection of the Southwesterly side of 5th Street with the
Southeasterly side of Smith Street; running thence Southwesterly
forming an interior angle of 102 degrees 16 minutes and 05 seconds
with the Southerly side of 5th Street 278 feet 3-5/8 inches; thence
westerly at right angles to the preceding course 327 feet 10-1/2
inches to the southeasterly side of Smith Street; thence northerly
along the southeasterly side of Smith Street 393 feet 1 inch to
the southwesterly side of 5th Street; thence Southeastery along
the Southwesterly side of 5th Street 340 feet 2-1/2 inches to the
point or place of **BEGINNING**.

PARCEL 2

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

BEGINNING at a point formed by the intersection of the westerly
side of Hoyt Street and the northerly side of 5th Street; running
thence northerly along the westerly side of Hoyt Street, 200 feet 9
inches to the southerly side of 4th Street; thence westerly along

1081-10810

the southerly side of 4th Street, 220 feet 9 inches; thence southerly at right angles to said southerly side of 4th Street 200 feet to the northerly side of 5th Street; thence easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

SEE 603-1220

As a part of the consideration herein expressed, the party of the second part has executed and delivered to the party of the first part a Purchase Money Mortgage in the amount of \$250,000.00 and interest, bearing even date herewith, and intended to be recorded simultaneously herewith.

~~TOGETHER with and SUBJECT to the rights and burdens set forth in the Escrow Agreement between IRMA GILBERT and ROSE PERKINS, dated September 1973.~~ (Pb)

603-1220

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED
668-1221

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 instrument 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:


PETER SALINAS

RECORDED
668-1221

STATE OF NEW YORK, COUNTY OF KINGS,

vs.

STATE OF NEW YORK, COUNTY OF

vs.

On the 2nd day of October, 1973, before me personally came PETER GALASSO,

On the _____ day of _____ 19____, before me personally came _____

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

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

[Handwritten Signature]

PAUL D. POWNER
DEPUTY PUBLIC, State of New York
JAN 22 1970
QUALIFIED in the said county
his term of office expires March 30, 1975

STATE OF NEW YORK, COUNTY OF

vs.

STATE OF NEW YORK, COUNTY OF

vs.

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

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 is the _____ of _____

that he knows _____

_____ 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 the order.

_____ 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.

FILED
663-1222

Mortgage and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. 1491597
PETER GALASSO,
TO
7 HORIZON CORP.

37957

[Handwritten Signature]

SECTION 2
BLOCK 471 LOT 1 and *CF*
XXX BLOCK 468 - LOT 25.
COUNTY OF KINGS.

Recorded at Request of
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Reason by Mail to

Distributed by
**GENERAL TITLE
INSURANCE COMPANY**
HOME TITLE DIVISION

SIDNEY D. YOUNG, ESQ.
LIFENBERG & YOUNG, ESQS.
16 Court Street
Brooklyn, New York
Sp No. 11261

REC. FILE
SST & STT
1973 OCT 11 19831
NEW YORK

OFFICE OF CITY INSURERS
Kings County
RECORDED
Witness by hand
and official seal
CITY INSURERS

[Handwritten Signature]

THE TITLE GUARANTEE COMPANY
110 WALL STREET, BROOKLYN, N. Y.

FILED
663-1222

acknowledgment a Notary Public in and for the
New York dwelling in the said County
sworn and duly authorized to take the
that I am well acquainted with the hands
Notary and verily believe that the signature
certificate of proof or acknowledgment in
testimony whereof I have hereto set my hand and
the seal of the said Court and County the 12 day
1899 Wm. Schaner clerk

The land affected by this instrument lies in
in block 393 on Land Map of the County of Kings

Recorded December 12, 1899, at 45 mins past 12
LB 14 PS 367

U. S. D. R. S. } This Indenture made the eighth
100 Hall and of December in the year eighteen hundred
and ninety nine Between Henry J. Braker (husband
of the Borough of Manhattan City of New York
William D. Fairie and Fanny B. Fairie wife of
William D. Fairie both of the Borough of Brooklyn
City of New York parties of the first part and the
American Agricultural Chemical Company a corporation
organized under the laws of the State of Connecticut
party of the second part Witnesseth that the said party
of the first part in consideration of One Dollar and
other valuable considerations lawful money of the
United States paid by the party of the second part
do hereby grant and release unto the said party
of the second part its successors and assigns forever
all that certain plot piece or parcel of land
situate lying and being in the Borough of Brooklyn
of the City of New York County of Kings and State of
New York bounded and described as follows to wit
beginning at the corner formed by the intersection
of the northerly side of Huntington street with the
easterly side of Smith street running thence easterly
along the northerly side of Huntington street four
hundred and twenty feet to Gowanus Canal thence
northerly along Gowanus Canal two hundred and thirty
two feet six and one half inches to the center
line of Lynch street as the same is laid down on
a certain map entitled Property belonging to the
estate of Jordan Coles deceased situate in the City
of Brooklyn survey June 1836 R. Name and filed
in the office of the Register of the County of Kings

in April 1837 thence westerly along said centre line of
Lynch street four hundred and seventy five feet nine
inches to the Easterly side of Smith street and thence
southerly along the Easterly side of Smith street two
hundred and twenty five feet six and one quarter
inches to the corner the point or place of beginning
Also all the right title and interest of the parties
of the first part of in and to Smith and Hunt-
ington streets lying in front of and adjoining said
premises to the centre lines thereof respectively together
with the all the right title and interest of the
parties of the first part of in and to Governor Canal
and the land under the waters thereof lying in front
of and adjacent to said premises Being the same prem-
ises conveyed by Eugene R. Durkee and wife to Conrad
Brooker Junior by deed dated September 15, 1835 and
recorded in the Office of the Register of Long County
on September 18th 1867 in Liber 1626 of Conveyances
page 550 Together with the unwritten and all the
estate and rights of the parties of the first part in
and to said premises to have and to hold the above
granted premises unto the said parties of the second
part its successors and assigns forever Subject however
to the right of the said City of New York to open Seventh
street through said property as laid down on the maps
now on file and the said Henry J. Brooker and William
J. Harris parties of the first part do covenant with the
said parties of the second part as follows First that
they two of the parties of the first part are seized of
the said premises in fee simple and have good right
to convey the same Second that the parties of the second
part shall quietly enjoy the said premises Third that
the said premises are free from all encumbrances ex-
cept as aforesaid Fourth that the parties of the first
part will execute or procure any further necessary
assurance of the title to said premises Fifth that
they two of the parties of the first part will by their
warrant the title to said premises In Witness Whereof
of the said parties of the first part have hereunto
set their hands and seals the day and year first
above written Henry J. Brooker & William J. Harris
Samuel Bell Harris (as) in presence of State of New
York County of New York on this tenth day of
December in the year of Our Lord one thousand
eight hundred and sixty nine before me the under-
signed personally came and appeared Henry J. Brooker

... and who executed the foregoing ...
acknowledged to me that they executed
said Notary Public King's Co. West of
D. R. D. 10 June 1877 State of New York
as I William Bohner clerk of the Court
and also clerk of the Supreme Court
the said being a Court of Record
that Martin P. Farin has filed in the
of the County of New York a certified copy
of an instrument as Notary Public for the County
with his autograph signature and seal
of taking the proof or acknowledgment of
instrument duly authorized to take the same
that I am well acquainted with the handwriting
such Notary and verily believe that the signature
the said certificate of proof or acknowledgment
genuine In testimony whereof I have hereunto
my hand and affixed the seal of the said Court
substantly the 11 day of Dec 1877 Wm Bohner clerk
The land affected in this instrument lies in
2 in blocks 473 and 475 on Land Map of the
of Kings
Recorded December 12, 1877 at 45 mins past 12

N. S. D. R. D. } This Indenture made the Tenth day
P. 710 Dollars } July in the year Eighteen hundred
and ninety nine Between Maria M Byrne and
J Byrne of the Borough of Brooklyn City of New
York County of Kings State of New York Parties
the first part and Charles Comble and Charles
Combe of the same place parties of the second
part Witnesses that the said parties of the first
part in consideration of the sum of Ninety three
hundred (\$9300) Dollars lawful money of the United
States paid by the parties of the second part
to hereby grant and release unto the said parties
of the second part their heirs and assigns forever
All that certain lot piece or parcel of land sit-
uate lying and being in the South West Borough
of Brooklyn City of New York County of Kings State
of New York bounded and described as follows to wit
beginning at a point in the westerly line of
Smith street distant fifty nine (59) feet eight (8) in

Be it remembered, that on the...
of the...
of the...
of the...

3334/88

[Handwritten signature]

WHEREAS, on the nineteenth day of December, in the year...
...THE AMERICAN AGRICULTURAL CHEMICAL COMPANY...
...under the laws of the State of Connecticut...
...with an office at No. 143 Nassau Street, in the Borough of
...part of the second part. WITNESSETH, that the said party of the first part, for
...of one dollar (\$1.) and other valuable considerations... of the
United States, paid by the party of the second part, does hereby grant, sell and release unto
the said party of the second part, its successors and assigns forever, that certain
lot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn of the
City of New York, County of Kings and State of New York, bounded and bounded as
follows, to wit: BEGINNING at the corner formed by the intersection of the northerly side
of Huntington Street with the easterly side of Smith Street; running thence easterly along
the northerly side of Huntington Street, four hundred and twenty feet to Gowanus Canal; thence
northerly along Gowanus Canal, two hundred and thirty two feet, six and one half inches to
the centre line of Lynch Street, as the same is laid down on a certain map entitled
"Tract belonging to the estate of Jordan Cole, deceased, situate in the City of Brooklyn
labeled June 1836, N. Graves" and filed in the office of the Register of the County of
Kings in April, 1837; thence westerly, along said centre line of Lynch Street, four hundred
and seventy five feet, nine inches to the easterly side of Smith Street, and thence southerly
along the easterly side of Smith Street, two hundred and twenty five feet, six and one
quarter inches to the corner, the point or place of beginning. ALSO all the right, title
and interest of the party of the first part of, in and to Smith and Huntington Streets,
lying in front of and adjoining said premises to the centre lines thereof, respectively.
TO HAVE AND TO HOLD with all the right, title and interest of the party of the first part of, in and to
Gowanus Canal, and the land under the waters thereof, lying in front of and adjacent to
said premises. BEING the same premises covered by deed recorded in the Register's Office
of Kings County, in Liber 14, page 367 of Conveyances in Section 2, Block 473 December 1836,
which doth assert the right of the City of New York to open Seventh Street. TO HAVE AND TO HOLD with the
benefits and all the estates and rights of the party of the first part in and to said
premises TO HAVE AND TO HOLD the above granted premises unto the said party of the second
part, its successors and assigns forever. AND the said THE AMERICAN AGRICULTURAL CHEMICAL

first part will execute or procure the further necessary and proper
provisions. It is the intent of the first part of the title to said premises. IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its behalf by its Vice President, and to be affixed, attested by its Secretary. THE AMERICAN AGRICULTURAL CHEMICAL COMPANY, Prescott, Vice President. Attest Horace Brooky, Secretary. (Corp. Seal)
State of New York, County of New York, ss: On this 19th day of December, 1911, at the City of New York, I, Francis A. Hook, Notary Public, Registers No. 1290, Kings County, State of New York, County of New York, do hereby certify, that Francis A. Hook, whose name is subscribed to the Certificate of the proof or acknowledgement of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgement of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgement, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgement is genuine. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 22 day of Dec., 1911. Wm. F. Schneider, Clerk (L.S.)

THE LAND AFFECTED by the within instrument lies in section 2 in block 471A and 475 on the land map of the County of Kings. Recorded Dec. 22, 1911 at 10 min. past 2 P. M. Returned to T. G. & T. Co., Bklyn.

me: 22/11/11

THIS INSTRUMENT, made the first day of December, in the year One thousand nine hundred and eleven, BETWEEN GEORGE L. HERRICK AND EMILIE J. HERRICK, his wife, of the City of Philadelphia, County of Philadelphia and State of Pennsylvania, parties of the first part, and GASTAFO BARILE, residing at No. 475 Sackett Street, Borough of Brooklyn, City of New York, County of Kings and State of New York, party of the second part; WITNESSETH, that the said

**The People of the State of New York, by the Grace of God,
Free and Independent,**

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Know all Men, pursuant to subdivision 11 of Section 75 of the Public Lands Law and Findings of the Deputy Commissioner of General Services dated February 18, 1971, and in consideration of the sum of Seven Hundred Twenty-one Dollars and Eighty-eight Cents (\$721.88), lawful money of the United States of America paid by Peter Galasso, 57-57 47th Street, Maspeth, in the Borough and County of Queens, City and State of New York, we have given and granted and by these presents do give and grant unto the said PETER GALASSO, the owner of the land adjacent to the land hereinafter described, his grantees or successors in interest, the remaining right, title and interest of The People of the State of New York in and to:

All that piece or parcel of land, now or formerly under the waters of Gowanus Creek, in the County of Kings, City and State of New York, bounded and described as follows:

Beginning at the intersection of the northerly line of Huntington Street with the westerly line of a grant of land under water to Elizabeth R. Bowne, dated June 18, 1849, said point being south sixty-two degrees, forty-five minutes, zero seconds east, three hundred fourteen and eighty-six hundredths feet from the intersection of the northerly line of Huntington Street with the easterly line of Smith Street; thence along the westerly line of said grant north forty-six degrees, thirty minutes, zero seconds east, two hundred thirty-eight and eighty-seven hundredths feet to the division line between the aforesaid grant of lands under water to Elizabeth R. Bowne on the south and the lands of The People of the State of New York on the north; thence along said division line south sixty-two degrees, forty-five minutes, zero seconds east, eighty-two and twenty-five hundredths feet to the westerly line of Gowanus Canal as it was established by an Act of the Legislature of the State of New York, March 6, 1849; thence along said westerly line south forty-five degrees, thirty minutes, zero

673

58

REC 470 PAGE 819

seconds west, fifty-seven and twenty-nine hundredths feet, and
south thirty-nine degrees, forty-five minutes, zero seconds west,
one hundred seventy-five and twenty-five hundredths feet to the
prolongation of the northerly line of Huntington Street; thence
along said prolongation north sixty-two degrees, forty-five minutes,
zero seconds west, one hundred five and fourteen hundredths feet to
the point of beginning, containing twenty thousand, six hundred
twenty-five square feet, more or less.

The entire area is completely filled in.

All bearings are referred to the True North.

NO. 470-820

158-1071

IN WITNESS WHEREOF, our Deputy Commissioner of General Services has executed these letters patent in our name this 18th day of February, 1971

THE PEOPLE OF THE STATE OF NEW YORK

By Walter C. Shaw
Walter C. Shaw

DEPUTY COMMISSIONER OF GENERAL SERVICES

STATE OF NEW YORK

DEPARTMENT OF STATE

} s.:

I hereby certify that the Great Seal of the State of New York was hereto affixed on the 23rd day of

February, 1971

John J. Gibzi
John J. Gibzi, Assistant Deputy Secretary of State

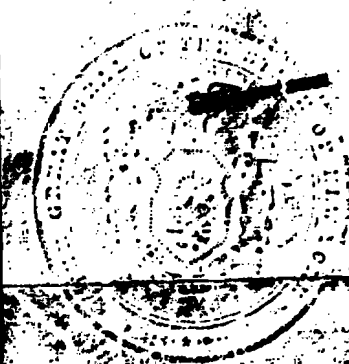
affixed as to form this 1st day of March, 1971

LOUIS J. LEFKOWITZ
Attorney General

By Edward R. ...

Assistant Attorney General

H.L.G.



Approved and attested
of February 1, 1971

ARTHUR LEVITT
State Comptroller

By Arthur Levitt

60

1989570-
8995

The People of the State of New York
TO
JESSE GALASSO

LETTERS PATENT

STATE OF NEW YORK
Department of State

March 2, 1971
Recorded in Book of Patents

No. 81 at page 58

JOHN P. LORENZO
Secretary of State

By Sara E. Horner
Mrs. Sara E. Horner, Principal Clerk
Miscellaneous Records

Dec. 2 Block 471 Lot
Kings County Twp. 111A

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
ALBANY, N.Y.

RE-REMAIL TO
Roth, BRESLER & WALTER
99 PARK AVE
NEW YORK, N.Y.
(A.A.H.)

10.00
LB
APR 15 1971 3 57 39
APR 15 1971 3 57 36
0.00

REC. FILE A10-
SST # _____
RPT # 4642

SEAL OF CITY RECORDS
Kings County
RECORDS
Witness of land
and official seal

Victor M. ...
CITY RECORDS

THE TITLE GUARANTEE COMPANY
186 RAMSEN STREET, ALBANY, N.Y. 12201
SEAL [Signature]

128 470 21

Deed
Jul.
1972

Standard N.Y. S.F. Form 500-1.1 (1968) Page 1 and take first look to determine if any of the following conditions apply to this deed:
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

NIL 536 A. 1261

THIS INDENTURE, made the 26th day of January, nineteen hundred and seventy-two,
BETWEEN PETER GALASSO, of 57-57 47th Street, Maspeth, Queens, New York,

party of the first part, and ANTARENNI INDUSTRIES, INC., a domestic corporation having its principal place of business at 76 Rochester Avenue, Brooklyn, New York,

party of the second part,

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

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

LOT 200

BEGINNING at a point on the easterly side of Smith Street distant 328 feet northerly from the corner formed by the intersection of the easterly side of Smith Street and the northerly side of Huntington Street; running thence easterly and parallel with the northerly side of Huntington Street 525 feet 5-1/2 inches to the northwesterly side of Gowanus Canal; thence northeasterly along the northwesterly side of Gowanus Canal on a curve to the right having a radius of 700 feet a distance of 29 feet 4-3/4 inches; thence westerly and parallel with the northerly side of Huntington Street 540 feet 11-1/4 inches to the easterly side of Smith Street; thence southerly along the easterly side of Smith Street 25 feet to the point or place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to the land now or formerly lying in the bed of or under waters of Gowanus Creek or under any creek, stream or waterway flowing through or adjacent to the premises, and in the bed of any street or road to the center line thereof, in front of the premises, and all right, title and interest, if any, of the party of the first part in and to any award to be made for damages by reason of change of grade of any street.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

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

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

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

IN PRESENCE OF:

Peter Galasso
Peter Galasso

Erroneous designation corrected to
Lot 200 on 2/16/72
J.P. O'Connell

536 1261

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

REF. 536 FALI 1261

Deed
Jan-
\$324

THIS INDENTURE, made the 26th day of January, nineteen hundred and seventy-two,
BETWEEN PETER GALASSO, of 57-57 47th Street, Maspeth, Queens, New York,

party of the first part, and ANTARENNI INDUSTRIES, INC., a domestic corporation
having its principal place of business at 76 Rochester Avenue,
Brooklyn, New York,

party of the second part,

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

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

LOT 471
1.

BEGINNING at a point on the easterly side of Smith Street distant
328 feet northerly from the corner formed by the intersection of the
easterly side of Smith Street and the northerly side of Huntington
Street; running thence easterly and parallel with the northerly side
of Huntington Street 525 feet 5-1/2 inches to the northwesterly side
of Gowanus Canal; thence northeasterly along the northwesterly side
of Gowanus Canal on a curve to the right having a radius of 700 feet
a distance of 29 feet 4-3/4 inches; thence westerly and parallel
with the northerly side of Huntington Street 540 feet 11-1/4 inches
to the easterly side of Smith Street; thence southerly along the
easterly side of Smith Street 25 feet to the point or place of
beginning.

TOGETHER with all right, title and interest, if any, of the party
of the first part in and to the land now or formerly lying in the
bed of or under waters of Gowanus Creek or under any creek, stream
or waterway flowing through or adjacent to the premises, and in the
bed of any street or road to the center line thereof, in front of
the premises, and all right, title and interest, if any, of the
party of the first part in and to any award to be made for damages
by reason of change of grade of any street.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO
HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of
the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of
the first part will receive the consideration for this conveyance and will hold the right to receive such consid-
eration 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:

Peter Galasso
Peter Galasso

299 1310

STATE OF NEW YORK, COUNTY OF WUPENS,
On the 26th day of January, 19 72, before me personally came PETER GALASSO,

STATE OF NEW YORK, COUNTY OF
On the _____ day of _____ 19 _____ before me personally came

HILL 536-1262

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

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

EMANUELE RAYZ
Notary Public
City of New York

REAL ESTATE STATE OF NEW YORK
TRANSFER TAX
Dept of Taxation & Finance
73.70
Amk

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

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

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.

Bargain and Sale Deed
WITH GUARANTEE AGAINST DEFECTS
TITLE NO. 1487447 137

PETER GALASSO,
TO
ANTARENNI INDUSTRIES, INC.

SECTION 2
BLOCK 471
LOT 200
COUNTY OF KINGS
Lot 200
285
606-702-11
Recorded at Request of The Title Guarantee Company
RETURN BY MAIL TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
THE TITLE GUARANTEE COMPANY

Both Books, Rollers, Stamps
& Waiver, Etc.
99 Park Avenue
New York, N.Y. 10016

REC. FEB 1 1972
EST. A 7320
EPT. 6
OFFICE OF CITY REGISTER
Kings County
RECORDED
WITNESSED BY ME AND ORIGINAL SIGNED
Victor M. Linn
CITY REGISTER
RECEIVED
CITY REGISTER

STATE OF NEW YORK, COUNTY OF QUEENS,
On the 26th day of January, 19 72, before me personally came PETER GALASSO,

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me personally came

REEL 536 PAGE 1262

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

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

Emanuel Katz
EMANUEL KATZ
Notary Public, State of New York
No. 24-173800
Residence 111 East 67th St.
Commission Expires March 30, 1972

KINGS COUNTY

REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
Dept. of Taxation & Finance
73.70
RECORDED

Chick

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

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

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.

8/ **Bargain and Sale Deed**
WITH COVENANT AGAINST FUTURE ACTS
TITLE NO. 1487447 197

PETER GALASSO,
TO
ANTARENNI INDUSTRIES, INC.

4497

SECTION 2
BLOCK 471
LOT 1
COUNTY OF KINGS

R.S. Sue Bok
2/3/72
COG. VER. [Signature]

Recorded At Request of The Title Guarantee Company
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Disseminated by
THE TITLE GUARANTEE COMPANY

Roth, Beale, Kallman, Stralough
+ Wilgus, Esqs.
99 Park Avenue
New York, NY
24 No. 10016

REMOVES THIS SPACE FOR USE OF RECORDING OFFICE

1972 FEB 4 PM 10:53
17649
REC. FEE 73.70
SST & 73.20
RPT 1

OFFICE OF CITY REGISTER
Kings County
RECORDED
Witness by hand
and official seal

Victor M. Linn
CITY REGISTER

THE TITLE GUARANTEE COMPANY
186 NASSAU ST., BROOKLYN, N.Y. 11208

TRUSTEE'S DEED

REL 836 P. 973

2111
200

This indenture made as of the 17th day of March, 1976,
between LEON C. MARCUS, of 60 East 56th Street, New York, New York,
as Trustee in Bankruptcy of the estate of Antarenni Industries,
Inc., a domestic corporation, party of the first part, and NEW
YORK JOB DEVELOPMENT AUTHORITY, a public benefit corporation
created under Article 8, Title 8 of the New York Public Authorities
Law, having its principal office and place of business at 99
Washington Avenue, Albany, New York, party of the second part.

W I T N E S S E T H :

That the party of the first part, in consideration of the
sum of One Dollar (\$1.00) and other good and valuable consideration
paid by the party of the second part, receipt whereof is hereby
acknowledged,

DOES HEREBY GRANT, CONVEY, AND RELEASE unto the party of the
second part, its successors and assigns forever

All that certain lot, piece or parcel of land, situate,
lying and being in the Borough of Brooklyn, County of
Kings, City and State of New York, bounded and described
as follows:

BEGINNING at the corner formed by the intersection of the
easterly side of Smith Street and the northerly line of
Huntington Street, if extended running thence northerly
along the easterly side of Smith Street 353 feet; thence
easterly at right angles to the said easterly side of
Smith Street 540 feet 11-1/4 inches to the westerly side
of Gowanus Canal; thence southerly along the said westerly
side of Gowanus Canal 375 feet 11-1/4 inches to the
northerly line of Huntington Street, if extended, and
thence westerly along the said northerly line of Huntington
Street if extended 420 feet to the point or place of
Beginning.

This conveyance is made by the party of the first part
pursuant to the terms of an Order dated the 17th day of December
1975 of the Hon. John J. Galgay, Bankruptcy Judge, in the United
States District Court for the Southern District of New York,

"In the Matter of Antarenni Industries, Inc., Bankrupt", Bankruptcy No. 75 B 1168, excepting that it is made by the party of the first part and accepted by the party of the second part expressly subject to:


- (1) a certain mortgage made to Chemical Bank in the face amount of \$1,100,000, recorded May 19, 1971, in the Office of the City Register, Kings County, in Reel 482 of Mortgages at page 1957, and which said mortgage was assigned to the Mutual Life Insurance Company of New York as modified, spread and extended by an agreement recorded July 17, 1972, in said office, in Reel 569 at page 618, which mortgage has been assigned by Mutual Life Insurance Company of New York to the party of the second part and intended to be recorded in said Register's Office;
- (2) a certain other mortgage made to the party of the second part in the face amount of \$660,000 recorded August 24, 1972, in said Register's Office in Reel 577 at page 1409.

REC-836 PAGE 971

It is the intention of the parties and it is expressly stipulated and agreed that the lien of each of the said mortgages set forth at (1) and (2) above is to remain and is not to merge with the fee.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal as of the day and year first above written.



LEON C. MARCUS, Trustee in
Bankruptcy of
ANTARENNI INDUSTRIES,
INC.

REAL ESTATE
TRANSFER TAX
STATE OF
NEW YORK
00.00

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

FILE 836
1975

On the 17th day of March, 1976, before me person came LEON C. MARCUS, to me known, who, being by me duly sworn, did depose and say that he resides at No. *located Hill Farm, Ouzant, L.I., N.Y.*; that he is the Trustee in Bankruptcy of Antarenni Industries, Inc., and as such Trustee is the party described in and which executed the foregoing instrument; that he was authorized to execute said instrument by Order dated December 17, 1975, of the Hon. John J. Galgay, Bankruptcy Judge in the U.S. District Court for the Southern District of New York, "In the Matter of Antarenni Industries, Inc., Bankrupt", Bankruptcy No. 75 B 1168, and that he signed his name thereto by like order.

Cynthia Francesca Damposio
Notary Public

CYNTHIA FRANCESCA DAMPOSIO
Notary Public, State of New York
No. 24-4620504
Qualified in Kings County
Certificate filed in Kings County
Commission Expires March 30, 1978

000.000
000.000

1975 APR 22 PM 12:44

7533

LEON C. MARCUS, Trustee in Bankruptcy
of Antarenni Industries, Inc.

-and-

NEW YORK JOB DEVELOPMENT AUTHORITY

TRUSTEE'S DEED

SECTION: 2
BLOCK : 471
LOT : 209
COUNTY : Kings

REC. FEE

H

#22-76 30520

#22-76 30370

SST \$

4208

NPT \$

No

OFFICE OF CITY REGISTER
Kings County
REC'D
Without Fee
and etc

Stanton W. Weyfer
CITY REGISTER

*Received and returned to
New York City Dept. of Buildings
90 Washington Ave.
New York, NY 10013*

BRESLER KALLMAN HACKMYER & WALZER
80 PARK AVENUE, NEW YORK, N.Y. 10013

NY 836-44 976

471
200

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

NOTE: FIRE LOSSER. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

THIS AGREEMENT, made the 16th day of March, nineteen hundred and seventy-seven BETWEEN NEW YORK JOB DEVELOPMENT AUTHORITY, a public benefit corporation created under Article 8, Title 8 of the New York Public Authorities Law, having its principal office and place of business at 99 Washington Avenue, Albany, New York,

925-1607

hereinafter described as the seller, and

VITAMASTER INDUSTRIES, INC., a domestic corporation having its principal office and place of business at 164 Wallabout Street, Brooklyn, New York,

hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of Smith Street and the Northerly line of Huntington Street, if extended running thence Northerly along the Easterly side of Smith Street 353 feet; thence Easterly at right angles to the said Easterly side of Smith Street 540 feet 11 1/4 inches to the Westerly side of Gowanus Canal; thence Southerly along the said Westerly side of Gowanus Canal 375 feet 11 1/4 inches to the Northerly line of Huntington Street, if extended, and thence Westerly along the said northerly line of Huntington Street if extended 420 feet to the point or place of BEGINNING, which property is one and the same as that shown and described on the survey of Louis Montross dated June 13, 1972 Survey No. 30861, known on the City Tax map as Section 2, Block 471, Lot 200, County of Kings

THIS IS AN INSTALLMENT PURCHASE CONTRACT.

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

2. The price is One Million Six Hundred Fifty Thousand (\$1,650,000.00) Dollars, payable as follows:
Fifty Thousand Dollars (\$50,000.00) Dollars,

on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided:

by taking title subject to a ~~_____~~ mortgage now a lien on said premises in that amount, bearing interest at the ~~_____~~ per cent per annum, the principal being due and payable

One Million Six Hundred Thousand (\$1,600,000.00) Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money mortgage on the above premises, in that amount, payable monthly, beginning 120 days after occupancy,

together with interest at the rate of 6 1/4 per cent per annum payable in a sum sufficient to amortize said \$1,600,000 by December, 1997 but terminating and the balance due and outstanding plus interest payable by December 31, 1992. In the event that the monthly payments of principal and interest provided for herein are not paid within ten (10) days after said payments are due, after written notice the interest rate on the entire unpaid principal may, at the option of Lender, be increased to Ten percent (10%), increasing to that extent the total monthly payments of principal and interest hereinbefore provided until such payments are again made current.

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing mortgage of \$ _____ any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than _____ per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgage be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employer, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.

b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Any state of facts an accurate survey would show, providing same does not render title unmarketable.

e. An existing easement or easement to be granted as shown and delineated on plans of these premises. The Authority will attempt to obtain a letter from the City concerning its sewer easement under the premises wherein the City will acknowledge its willingness to restore the premises to its present condition in the event any damage is done thereto as a result of said easement.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 364-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purpose of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed, purchaser.

10. The following are to be apportioned:

(a) Rent on and when collected. (b) Interest on mortgages. (c) Premiums on existing insurable interests policies on account of these premises prior to the closing. (d) Taxes and cover costs, if any, on the basis of the fiscal year in which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.

Once Clause 8 is amended to read as set in the City of New York. Clause 9 is amended to read as set in the City of New York.

REC-025-1615

Deed
Closing is of
the property
is not in
the City of
New York.

REC- 925-1009

11. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

12. If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

13. The deed shall be the usual bargain and sale deed with covenants against grantor's acts deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 15 of the Lien Law.

If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 51 of the Tax Law, and a certified check to the order of the appropriate county officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.

15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.

16. The seller shall give and the purchaser shall accept a title such as any reputable title company a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radios and television-sets, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vane, flagpoles, pumps, dumbbells and outdoor statuary.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be recorded at the office of New York Job Development Authority at 10:00 AM o'clock on ^{or about} June 30 1977. subject to paragraph #8 of the rider hereto.

24. The parties agree that no broker brought about this sale and the seller agrees to pay any commission earned thereby.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto. In presence of:

NEW YORK JOB DEVELOPMENT AUTHORITY
MURPHY
INDUSTRIES, INC.
SEAL 1965
NEW YORK

PS
15770

Standard NY 877 Form 8002, 8003, 8004, 8005, 8006, 8007, 8008, 8009, 8010, 8011, 8012, 8013, 8014, 8015, 8016, 8017, 8018, 8019, 8020, 8021, 8022, 8023, 8024, 8025, 8026, 8027, 8028, 8029, 8030, 8031, 8032, 8033, 8034, 8035, 8036, 8037, 8038, 8039, 8040, 8041, 8042, 8043, 8044, 8045, 8046, 8047, 8048, 8049, 8050, 8051, 8052, 8053, 8054, 8055, 8056, 8057, 8058, 8059, 8060, 8061, 8062, 8063, 8064, 8065, 8066, 8067, 8068, 8069, 8070, 8071, 8072, 8073, 8074, 8075, 8076, 8077, 8078, 8079, 8080, 8081, 8082, 8083, 8084, 8085, 8086, 8087, 8088, 8089, 8090, 8091, 8092, 8093, 8094, 8095, 8096, 8097, 8098, 8099, 8100

DATE TIME

Bill 1591 Page 1072
JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

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

THIS INDENTURE, made the 27 day of December, nineteen hundred and eighty-four
BETWEEN Allegheny International Exercise Co., a Delaware corporation with an address of and offices at Two Oliver Plaza, P. O. Box 456, Pittsburgh Pennsylvania 15230, successor in interest to VTM Corp. of Maryland, Inc.

party of the first part, and
IRVING GOLDSTEIN AND LEAH GOLDSTEIN,
HIS WIFE, both residing at 1420-55 St
Brooklyn NY

party of the second part.

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

ALL that certain pld. piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Smith Street with the northerly line of Huntington Street; RUNNING THENCE northerly along the easterly side of Smith Street, 353 feet; THENCE easterly at right angles to the said easterly side of Smith Street, 540 feet 11-1/4 inches to the westerly side of Gowanus Canal; THENCE southerly along the westerly side of Gowanus Canal, 200 feet 9-3/4 inches to a point; THENCE still southerly along the westerly side of Gowanus Canal, 175 feet 3 inches to the northerly side of Huntington Street; THENCE westerly along the northerly side of Huntington Street, 420 feet to the corner, the point or place of BEGINNING, party of the first part intending to convey to party of the second part the same premises conveyed by New York Job Development Authority to party of the first part by deed, dated December 27, 1984, also known as 455 Smith Street, Brooklyn, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises: TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The above shall be construed as if it read "parties" whenever the sense of this indenture so requires.

HEREOF, the party of the first part has duly executed this deed the day and year first above



Allegheny International Exercise Co.
By: Howard Voj
Asst. Secy.

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

On the day of 19 , before me personally came

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

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

State of New York

COMMONWEALTH OF MASSACHUSETTS
SOUTHERN DISTRICT OF MASSACHUSETTS COUNTY OF WORCESTER

STATE OF NEW YORK, COUNTY OF

On the 27 day of December 19 84 before me personally came HOWARD VOGHT to me known, who, being by me duly sworn, did depose and say that he resides at No. 3 & 0 Parkway Dr. Pittsboro Pa. 15720 that he is the ASST SECY of Allegheny International Exercise Co, 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.

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.

PHILIP O'HARA
Notary Public, State of New York
No. 8702940-Qual. in Nassau Co.
Term Expires March 30, 19 86

Mortgage and Sale Book
With Covenant Against Grantor's Acts
Title No. 111169

SECTION
BLOCK 471
LOT 200
COUNTY OR TOWN

Allegheny International Exercise Co.
TO

SEC. YER. 111

RETURN BY MAIL TO:

Robert Groman
Groman & Wolf, P.C.
153 Jefferson Avenue
Mineola, New York
Zip No. 11501

042016 \$15.770.00
PAID SST 01-02-85
042016 \$1.00
PAID CHGFT 01-02-85

RECORDED BY PHILIP O'HARA ASSOC., INC. 140 BROADWAY BROOKLYN, N.Y. 11211
OFFICE OF CITY REGISTER Kings County, New York
JAN 02 1985
REC. FILE 15770-000050
CITY REGISTER
JAN 2 1985
KINGS COUNTY

Handwritten:
6/27/68
RS
6600

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

THIS INDENTURE, made the 27 day of Dec, nineteen hundred and Eighty Four
BETWEEN NEW YORK JOB DEVELOPMENT AUTHORITY, a public benefit corporation
created under Article 8, Title 8 of the New York Public Authorities Law,
having an office and place of business at:
3 Park Avenue - 34th Floor
New York, New York 10016

party of the first part, and ALLEGRENY INTERNATIONAL EXERCISE CO., a Delaware
Corporation with an address at:
Two Oliver Plaza
P.O. Box 456
Pittsburgh, PA 15230

party of the second part,
WITNESSETH, that the party of the first part, in consideration of (\$10.00) TEN and 00/100

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,

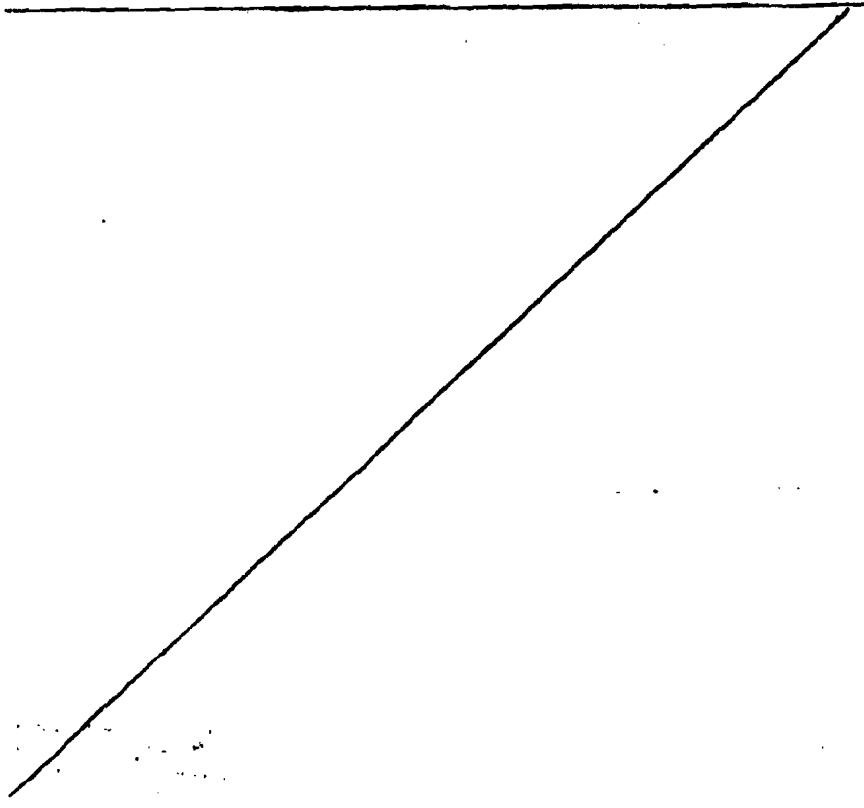
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Borough of Brooklyn County of Kings and State of New York,
bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of
Smith Street and the Northerly line of Huntington Street, if extended running
thence Northerly along the Easterly side of Smith Street 353 feet;
thence Easterly at right angles to the said Easterly side of Smith Street
540 feet 11 1/4 inches to the Westerly side of Gowanus Canal;
thence Southerly along the said Westerly side of Gowanus Canal 375 feet 11 1/4
inches to the Northerly line of Huntington Street, if extended, and
thence Westerly along the said northerly line of Huntington Street if extended
420 feet to the point or place of BEGINNING, known on the City Tax map as
Section 2, Block 471, Lot 200, County of Kings

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.



AND the party of the first part, 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:

Peter A. Prandi

NEW YORK JOB DEVELOPMENT AUTHORITY

Kenneth E. McLaughlin

Kenneth E. McLaughlin
Senior Vice President/General Counsel



STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF *NEW YORK*

On the *27* day of *December* 19*81*, before me personally came *Kenneth E. McLaughlin* to me known, who, being by me duly sworn, did depose and say that he resides at No. 2494 Morris Avenue, Bronx, New York that he is the Senior V.P./General Counsel of New York Job Development Authority 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.

STATE OF NEW YORK, COUNTY OF

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

FREDRICK C. EISENSTEIN
NOTARY PUBLIC, State of New York
No. 4782926
Qualified in Nassau County
Commission Expires March 30, 1982

Warranty and Title Deed
WITHOUT COVENANT AGAINST GRANTOR'S ACTS
TITLE No. K-18169

NEW YORK JOB DEVELOPMENT AUTHORITY

TO

ALLEGHENY INTERNATIONAL EXERCISE CO.

RECORDED BY
PHILIP ONARA ASSOC. INC.
140 BROADWAY
BROOKLYN, N. Y. 11201
875-7506

SECTION 2
BLOCK 471
LOT 200
COUNTY OR TOWN KINGS, BROOKLYN

LOC. VER. *JK*

RETURN BY MAIL TO:

HOWARD VOIGT, ESQ.
ALLEGHENY INTERNATIONAL, INC.
TWO OLIVER PLAZA
P.O. BOX 456
Pittsburgh, PA Zip No. 15230

210

PAID 881 B-01 01-02-85 \$64,000.00

PAID 881 B-01 01-02-85 \$1.00
PAID 881 B-01 01-02-85 \$13.00

OFFICE OF CITY REGISTER
KINGS COUNTY
JAN 02 1982
REAL ESTATE
TRANSFER TAX
KINGS COUNTY

REC-725 A-13
REC-8 6600-
REC-9 000019
Y-12

Jay E. Campbell

REEL 4 236 R 05 36

REEL 4808

30450 -

Referee's Deed

THIS DEED, made this 28th day of January, 1998, by and between Daniel J. O'Donnell, Esq., Referee, duly appointed in the action hereinafter mentioned, grantor, and **Vichar, Inc.**, a New York Corporation with principal place of business at 10 W. 33rd Street, New York, New York, grantee:

WITNESSETH, that the grantor, the Referee appointed in an action between Vichar, Inc., plaintiff, and Irving Goldstein and Leah Goldstein, et al., defendants, ^{* see Rider A} foreclosing mortgage(s) recorded in the Kings County Clerk's Office in Reel 1591, Page 1074, on the 22nd day of January, 1985; in Reel 1965, Page 2239, on the 4th day of February, 1987; said mortgages being consolidated and the consolidation being recorded, in Reel 1993, page 1158 on March 23, 1987, in pursuance of a Judgment entered at a Term, Part 4 of the Supreme Court of the State of New York, held in and for the County of Kings under Index Number 14790/96, on the 15th day of December, 1997, and in consideration of the sum of FOUR MILLION and no dollars (\$ 4,000,000.00), paid by the grantee, being the highest sum bid at the sale under such Judgment, does hereby grant and convey unto the grantee,

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

Beginning at the corner formed by the intersection of the easterly side of Smith Street with the northerly side of Huntington Street:

Running thence northerly along the easterly side of Smith Street, 353 feet:

Thence easterly at right angles to the easterly side of Smith Street, 540 feet 11 $\frac{1}{4}$ inches to the westerly side of Gowanus Canal;

Thence southerly along the westerly side of Gowanus Canal, 200 feet 9 $\frac{1}{4}$ inches to a point:

Thence still southerly along the westerly side of Gowanus Canal 175 feet 3 inches to the northerly side of Huntington Street:

Thence westerly along the northerly side of Huntington Street 420 feet to the corner, the point or place of beginning.

BLOCK 471 LOT 200

TO HAVE AND TO HOLD the premises herein granted unto the grantee and assigns forever.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal.

Daniel J. O'Donnell
Daniel J. O'Donnell, Referee

RR 4236M0537

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

On this 28th day of January, 1998, before me personally appeared Daniel J. O'Donnell, Referee, an attorney with offices at 2109 Broadway, New York, New York, to me known to be the same person described in and who executed the within instrument and acknowledged to me that he executed the same as Referee as aforesaid.


Notary Public

STUART J. MOSKOVITZ
Notary Public, State of New York
No. 31-4796883
Qualified in New York County
License Expires March 30, 1999

REL 423670538

Addresses of the Defendants

Irving Goldstein, 1420 55th Street, Brooklyn, NY

Leah Goldstein, 1420 55th Street, Brooklyn, NY

James J. McKeon, 50 21st Street, Brooklyn, NY

Amav Industries, Inc., 31 West 27th Street, New York, NY

Michael Mendelovic, 1660 52nd Street, Brooklyn, NY

As Mid-America, Inc., 3700 N.W. 12th Street, Lincoln, Nebraska

Prompt Apparel, Inc, and Prompt Services, Inc., 455 Smith Street, Brooklyn, NY

The City of New York having an address at 100 Church Street, New York, NY

**New York State Department of Taxation and Finance, Building 9WA, Harriman Campus
Albany, NY 12227**

**The People of the State of New York, Attorney General of the State of New York, 120
Broadway, NY**

The United States of America,

REF 4236 N0539

Referee's Deed

TO VICHAR, INC.

DATED: January 28, 1998

Attorney's Name & Address:

Stuart J. Moskowitz, Esq.
Stadtmauer Bailkin LLP
850 Third Avenue
New York, NY 10022

FIRST AMERICAN TITLE INSURANCE COMPANY
 OF NEW YORK
 228 EAST 45TH STREET
 NEW YORK, NY 10017
 TEL: (212) 922-0700
 FAX: (212) 922-0880

CITY REGISTER RECORDING AND ENDORSEMENT PAGE

- KINGS COUNTY -

REEL 4236 P80540

(This page forms part of the instrument)

Block(s) 471
 Lot(s) 200
459 Smith Street

Record & Return to: Stadtmauer Bailkin LLP, 850 Third Ave NY, NY 10022 Attn: Stuart Moskowitz Esq
 Title/Agent Company name: First American
 Title Company number: REG 4808

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s): P

Mtge Tax Serial No.	
Mtge Amount	\$
Taxable Amount	\$
Exemption (✓) YES <input type="checkbox"/> NO <input type="checkbox"/>	
Type: [338EE] [255] [OTHER]	
Dwelling Type: [1 or 2] [3] [4 or 6] [OVER 6]	
TAX RECEIVED ON ABOVE MORTGAGE ▼	
County (basic)	\$
City (Add'l)	\$
Spec Add'l	\$
TASF	\$
MTA	\$
NYCTA	\$
TOTAL TAX	\$
Apportionment Mortgage (✓) YES <input type="checkbox"/> NO <input type="checkbox"/>	

Jay A. Babrow, City Register

City Register Serial Number → **043834**

Indexed By (s): <u>D.S</u>	Verified By (s):
Block(s) and Lot(s) verified by (✓):	
Address <input checked="" type="checkbox"/> <u>mm</u>	Tax Map <input type="checkbox"/>
Extra Block(s)	Lot(s)
Recording Fee <u>1</u>	\$ <u>42</u>
Affidavit Fee (C)	\$
TP-584/582 Fee (M)	\$
RPTT Fee (R)	\$ <u>95</u>
HPD-A <input type="checkbox"/>	HPD-C <input type="checkbox"/>
New York State Real Estate Transfer Tax ▼	
\$	<u>30,450</u>
Serial Number →	021083
New York City Real Property Transfer Tax	
Serial Number →	11565
New York State Gains Tax	
Serial Number →	



RECORDED IN KINGS COUNTY
 OFFICE OF THE CITY REGISTER

1998 JUL -8 A 10:19

Witness My Hand and Official Seal

Jay A. Babrow

City Register

CRGF699K.BPG 1/93

HNT:kp
102273

Smith Street
Brooklyn,
New York

NO. 1 OF 6
DUPLICATE ORIGINALS

REL 684 PAGE 1440

MEMORANDUM OF LEASE

471
MEMORANDUM OF LEASE, dated as of September 24, 1973 between
7 Horizon Corp., a New York corporation having a mailing address
at 4105 Church Avenue, Brooklyn, New York 11203 (hereinafter
called "Landlord") and Supermarkets General Corporation, a
Delaware corporation, having a mailing address at 301 Blair
Road, Woodbridge, New Jersey 07095 (hereinafter called "Tenant").

W I T N E S S E T H :

1. Landlord and Tenant have entered into a certain lease (hereinafter called the "Lease") dated as of September 24, 1973, in respect of certain premises bounded and described in Exhibit "A" annexed hereto and made a part hereof together with all improvements now or hereafter erected thereon and any and all rights, easements or appurtenances thereto belonging.
2. The Lease sets forth the names and addresses of the parties thereto as hereinabove set forth.
3. The term of the Lease shall commence on the date ("Commencement Date") upon which is the earlier of (i) the date on which Tenant opens the Demised Premises to the public for business, or (ii) the date which is 60 days after the Delivery of Possession (as said term is defined in the Lease).
4. The term of the Lease is for a period of twenty-five (25) years from the day before the Commencement Date if the

Commencement Date is the first day of a month, or twenty-five (25) years from the last day of the month in which the Commencement Date occurs if the Commencement Date is not the first day of the month.

5. Tenant has six (6) successive options to renew the term of the Lease from the dates upon which it would otherwise expire for six (6) separate renewal periods of five (5) years each.

6. The Lease contains the following provision:

Right of
First Refusal
to Purchase

612. A. Upon condition that this Lease shall at the time be in full force and effect, Landlord shall not sell or contract to sell Landlord's estate in the Demised Premises to any person whatsoever other than the Tenant except upon the following conditions:

"(1) If the Landlord shall receive a bona fide offer for the purchase of Landlord's estate in the Demised Premises which the Landlord desires to accept, Landlord will notify Tenant in writing of such bona fide offer, setting forth the price, terms and conditions of said offer.

"(2) Landlord agrees that Tenant shall thereafter have the prior right to purchase Landlord's estate in the Demised Premises at the same price and upon the same terms and conditions as are contained in such offer except as herein otherwise set forth. Said right may be exercised at any time within thirty (30) days after Tenant's receipt of such written notice of said offer.

"(3) Tenant's aforementioned right may be exercised by mailing written notice of such exercise to Landlord; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually received by Landlord.

"(4) Upon the exercise of Tenant's rights hereunder, Tenant shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to Landlord's estate in the Demised Premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which event Tenant shall have such longer period.

"(5) If Tenant fails to exercise its said right to purchase, and for any reason Landlord shall not thereafter sell or convey the same to the party or parties making the offer which was communicated to Tenant, the foregoing conditioned prohibition—— against Landlord's sale or other disposition of Landlord's estate in the Demised Premises shall continue in full force and effect and Tenant's said prior right of purchase shall apply with respect to any new offers received by Landlord, as provided in this Article.

"B. At the closing, Landlord shall deliver to Tenant a good and valid Bargain and Sale Deed, with Covenants against Grantor's Acts, with all revenue stamps or transfer taxes affixed and/or paid by Landlord, conveying a good and marketable title to the Demised Premises, free and clear of all liens and encumbrances except the

Permitted Encumbrances (and insurable as such by a reputable title company of Tenant's choice) against payment of the purchase price and/or such other other document(s) (such as an assignment of lease in the event Landlord's estate in the Demised Premises is a leasehold estate) as Tenant requires for the conveyance of Landlord's estate in the Demised Premises. If Landlord shall have failed to satisfy or remove any lien or encumbrance (other than the Permitted Encumbrances) at or prior to closing of title, Tenant shall have the right to cause the same to be satisfied or removed and to deduct the cost thereof from the purchase price, and/or may cause portions of the purchase price, sufficient for such satisfaction or removal to be held in escrow after the closing of title. Any balance remaining in said escrow after such satisfaction and removal shall be paid over to Landlord. However, if the Demised Premises shall be encumbered by any mortgage or mortgages (whether or not the same is a Permitted Encumbrance) Tenant shall have the right to elect to purchase Landlord's estate in the Demised Premises subject to such mortgage or mortgages, in which event Tenant shall receive a credit against the purchase price in an amount equal to the unpaid principal balance of such mortgage or mortgages at the time of the closing of title and any accrued or prepaid interest thereon shall be apportioned between the parties as of the closing date."

REEL 684 PAGE 1444

7. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions in the Lease contained, and reference is hereby made to all of the terms, covenants and conditions in the Lease contained.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written for the purpose of providing an instrument for recording pursuant to Section 291-C of the real property law of the State of New York.

ATTEST:

[Handwritten signature]

[Handwritten initials]

7 HORIZON CORP.

By *[Handwritten signature]*

Louis L. Rosenberg,
President



ATTEST:

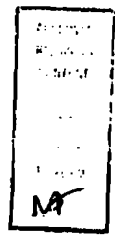
[Handwritten signature]

Merwin E. Menduck
Assistant Secretary
(SEAL)

SUPERMARKETS GENERAL CORPORATION

By *[Handwritten signature]*

George F. McMillips,
Vice President



REEL 684 PAGE 1445

STATE OF NEW YORK }
COUNTY OF KINGS } ss.:

On the 11th day of December, 1973, before me came
LOUIS L. ROSENBERG, to me known, who, being by me duly sworn, did depose
and say that he resides at 1520 Palisades Ave. Ft. St. Mrs. Brady, that he is
President of 7 HORIZON CORP., the corporation
described in and which executed the foregoing instrument as Landlord; 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
authority of the board of directors of said corporation; and that he signed his name thereto by like
authority.

Sidney D. Young
Notary Public

SIDNEY D. YOUNG
NOTARY PUBLIC, STATE OF NEW YORK
No. 30-437232B Qual. in Kings Co.
Commission Expires March 30, 1976

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

On the 1st day of January, 1973, before me came
GEORGE P. McPhillips, to me known, who, being by me duly sworn, did depose
and say that he resides at 218 W. Monroe St. Ridgewood, N.Y., that he is a Vice
President of Supermarkets General Corporation, the corporation described in and which executed the
foregoing instrument as Tenant; 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 authority of the board of directors of said
corporation; and that he signed his name thereto by like authority.

Edward S. Radzely
Notary Public

EDWARD S. RADZELY
NOTARY PUBLIC, State of New York
No. 24-847880. Qual. in Kings Co.
Commission Expires March 30, 1972.

EXHIBIT "A"

NEEL 084 PAGE 1446

Annexed to Memorandum of Lease dated
as of September 24, 1973, between 7
Horizon Corp., Landlord, and Supermarkets
General Corporation, Tenant.
Premises: Smith Street
Brooklyn, New York

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

BEGINNING at a point on the Southwesterly side of 5th Street, distant 540
feet 2-1/2 inches Southeastarly from the corner formed by the intersection
of the Southwesterly side of 5th Street with the Southeastarly side of
Smith Street; running thence Southwesterly forming an interior angle of
102 degrees 16 minutes and 05 seconds with the Southerly side of 5th
Street 278 feet 3-5/8 inches; thence westerly at right angles to the
preceding course 527 feet 10 1/8 inches to the southeasterly side of Smith
Street; thence northerly along the southeasterly side of Smith Street
393 feet 1 inch to the southwesterly side of 5th Street; thence South-
easterly along the Southwesterly side of 5th Street 540 feet
inches to the point or place of BEGINNING.

-1/2
PLEASE INITIAL
Landlord <i>Y.R.</i>
Tenant <i>S.A.</i>

VR
PV

1524

1974 JUN 15 AM 10:20

1314

Primary Instrument Recorded

7 HORIZON CORP.,
Landlord

AND

SUPERMARKETS GENERAL CORPORATION,
Tenant

MEMORANDUM OF LEASE

W.A. - 1/24

Dated As Of: September 24, 1973

Premises: Smith Street,
Brooklyn, New York

RECORD AND RETURN TO:

Melvin I. Menduck, Inc.
Supermarkets General Corporation
301 Blair Road
Woodbridge, New Jersey 07095

Se: 1
8/24 - 1/27
1/27

CITY OF NEW YORK REGISTER
Kings County
RECORDED
Witnessed by [unclear]
and official seal

Handwritten signature
CITY REGISTER

REC 684 JUN 14 1974

1574 03340 6-1574 00000000

1974 JAN 15 AM 10:20

1524

B

Primary Instrument Number

7 HORIZON CORP.

Lessor

AND

SUPERMARKETS GENERAL CORPORATION

Tenant

MEMORANDUM OF LEASE

Dated As Of: September 24, 1973

Premises: Smith Street,
Brooklyn, New York

PREPARE AND RETURN TO:

Walter S. Menduck, Esq.
Supermarkets General Corporation
21 Blair Road
Woodbridge, New Jersey 07095

CITY OF CITY REGISTER
Kings County
RECORDED
Witness my hand
and official seal

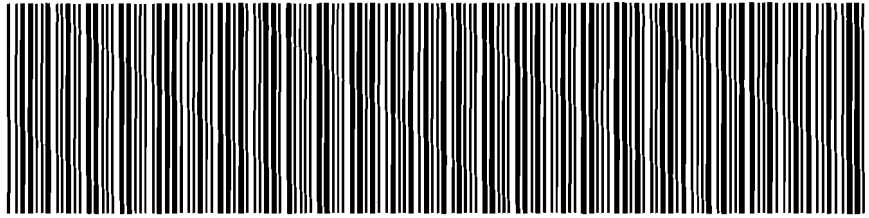
Alexander J. Harris
CITY REGISTER

884 INC 1447

Handwritten initials

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007101500899001001E9612

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2007101500899001 Document Date: 08-20-2007 Preparation Date: 10-15-2007
Document Type: AGREEMENT
Document Page Count: 2

PRESENTER:
STEWART TITLE INSURANCE COMPANY
125 BAYLIS ROAD
SUITE 201
MELVILLE, NY 11747
631-501-9615
STK9727csty

RETURN TO:
STEWART TITLE
125 BAYLIS ROAD
SUITE 201
MELVILLE, NY 11747

PROPERTY DATA			
Borough	Block	Lot	Unit Address
BROOKLYN	471	1	Entire Lot N/A 4 STREET
Property Type: OTHER			


CROSS REFERENCE DATA
CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES	
PARTY 1: THE BROOKLYN UNION GAS COMPANY ONE METROTECH CENTER BROOKLYN, NY 11201	PARTY 2: NYS DEPT. OF ENVIRONMENTAL CONSERVATION 47-20 21ST STREET LONG ISLAND CITY, NY 11101
x Additional Parties Listed on Continuation Page	

FEES AND TAXES	
Mortgage	Filing Fee:
Mortgage Amount: \$ 0.00	\$ 50.00
Taxable Mortgage Amount: \$ 0.00	NYC Real Property Transfer Tax:
Exemption:	\$ 0.00
TAXES: County (Basic): \$ 0.00	NYS Real Estate Transfer Tax:
City (Additional): \$ 0.00	\$ 0.00
Spec (Additional): \$ 0.00	
TASF: \$ 0.00	
MTA: \$ 0.00	
NYCTA: \$ 0.00	
Additional MRT: \$ 0.00	
TOTAL: \$ 0.00	
Recording Fee: \$ 47.00	
Affidavit Fee: \$ 0.00	

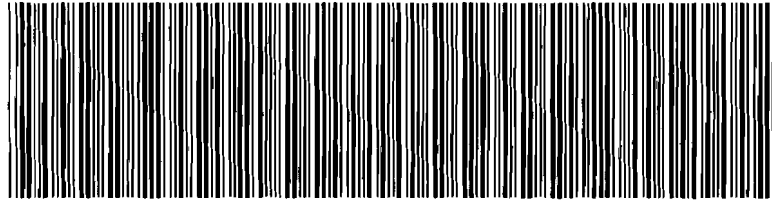
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 10-17-2007 15:20
City Register File No.(CRFN):
2007000526264



Annette McMill
City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2007101500899001001C9492

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4

Document ID: 2007101500899001

Document Date: 08-20-2007

Preparation Date: 10-15-2007

Document Type: AGREEMENT

PARTIES

PARTY 1:

D/B/A KEYSpan ENERGY DELIVERY NEW YORK
ONE METROTECH CENTER
BROOKLYN, NY 11201

NOTICE OF AGREEMENT

This Notice (this "Notice") is made as of the 20th day of August, 2007, by The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York, with offices at One MetroTech Center, Brooklyn, New York 11201 (the "Respondent"), with responsibility at the property located on the west shore of the Gowanus Canal at the corner of Smith Street and 5th Street, having as its tax map identifier as Block 471, Lot 1, located in Brooklyn, County of Kings, State of New York (the "Property"); and

WHEREAS, the Respondent, by authorized signature, consented to the issuance of Department Order Index No. A2-0460-0502 (the "Order"), concerning the remediation of contamination present on the Property; and

WHEREAS, in return for the remediation of the Property pursuant to the Order to the satisfaction of the New York State Department of Environmental Conservation (the "Department"), the Department will provide the Respondent and Respondent's lessees and sub lessees and Respondent's successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suite related to the Site's further investigation or remediation, subject to certain reservations set forth in the Order; and

WHEREAS, pursuant to the Order, the Respondent, agreed that it would give notice of the Order to all parties who may acquire any interest in the Property by filing this Notice with the Kings County Clerk; and

NOW, THEREFORE, The Respondent, for itself and for its successors and assigns, declares that:

1. This Notice of the Order is hereby given to all parties who may acquire any interest in the Property; and that
2. This Notice shall terminate upon the filing by the Respondent, or its successors and assigns, of a termination of notice of Order after having first received approval to do so from the Department.

IN WITNESS WHEREOF, the Respondent has executed this Notice of Order by its duly authorized representative.

The Brooklyn Union Gas Company d/b/a
KeySpan Energy Delivery New York

Ronald J. Macklin

By: Ronald J. Macklin

Its: Assistant Secretary

Dated: 8-20-07

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

On the 20th day of August in the year 2007, before me, the undersigned, personally appeared Ronald J. Macklin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

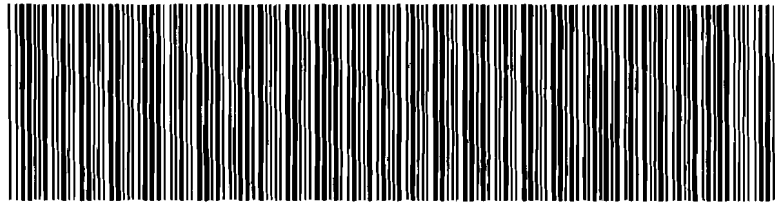
Mary C. Wesel
Notary Signature

Notary Stamp & Expiration Date:

MARY C. WESSEL
Notary Public, State of New York
Qualified in Suffolk County
No. 01WE4723569
Commission Expires: 11/30/10

SEAL

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2007101500899001

Document Date: 08-20-2007

Preparation Date: 10-15-2007

Document Type: AGREEMENT

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
SMOKE DETECTOR AFFIDAVIT

Page Count

1

1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service is located in the Borough of **BROOKLYN**
Block: **471** Lot: **1**
- (2) Account Number (if applicable):
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:
Street **N/A 4 STREET** City **NY** State **NY** Zip **11231**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
(please provide information on owner ONLY; do NOT give information on property manager or tenant):
Owner's Name Business: **NYS DEPT. OF ENVIRONMENTAL CONSERVATION**
or Individual:
(Last Name) (First Name) (MI)
Street **47-20 21ST STREET** City **LONG ISLAND CITY** State **NY** Zip **11101**
Home Phone(Numbers only): Business Phone(Numbers only):

Customer Billing Information:

PLEASE NOTE:

- A.** Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B.** Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C.** Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here and fill out the following information:
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent Mortgagee
Tenant Other (please explain):

Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

- (8) E-mail:
(9) Name of Owner:

- (10) Signature: _____
Name and Title of Person Signing for Owner, if applicable:
Date(mm/dd/yyyy): / /

ConocoPhillips Company (“CONOCOPHILLIPS”),
RESPONSES TO
NOVEMBER 5, 2009 EPA REQUEST FOR INFORMATION
Gowanus Canal Superfund Site (“Site”)
Brooklyn, Kings County, New York

ATTACHMENT B



GOWANUS INDUSTRIES #1-25

1. United States of America
2. Ira Bushey & Sons/Amereda Hess Co.
3. American Can/Rio Tinto
4. Burns Brothers/Rapid American
5. Greason Son & Dazell Inc./Pittson Company/The Brink's Co.
6. Koppers Company Inc./Beazer Materials
7. New York Tarter, Standard Brands/Nabisco
8. Pure Oil/Unocal/ChevronTexaco
9. Standard Oil of New Jersey/ExxonMobil
10. Stauffer Chemical, Cheesbrough/Unilever Ltd.
11. Barrett Company, Allied Chemical & Dye/Honeywell
12. Texaco/ChevronTexaco
13. Debevoise Company/Seagrave Corporation.
14. Bayside Fuel Oil Corp./Bayside Fuel Oil Depot Corp.
15. Cirillo Brothers/Cibro Petroleum
16. Metropolitan Petroleum
17. American Agriculture Chemical Co./DuPont
18. American Nickel Alloy Mfg. Co./Algrun Metals & Minerals Corp.
19. Doehler Die Casting/NL Industries, Inc.
20. Atlantic Oil Works, American Oil Co./BP
21. State of New York
22. City of New York
23. Brooklyn Union Gas/National Grid
24. Woolsey Marine Industries, Inc.
25. Ferrara Brothers Building Materials Corp.

0 250 500 1,000 1,500 2,000 2,500 3,000 Feet

Aerial Photo Source: USDA- 2006

15	Cirillo Brothers	Centre/Smith	Circa 1940-1970	Fuel oil and coal storage	Benzene, toluene, xylene, phenol, methyl isobutyl ketone, methyl chloroform, ethylene dichloride, methylene chloride, methanol, creosote, lead, mercury, copper, and PAHs	Cirillo Brothers <ul style="list-style-type: none"> • 1944 – incorporated • 1976 – changed name to Cibro Petroleum/Brooklyn, Inc. 	Cibro Petroleum/Brooklyn, Inc. 1327 – 38 th Street Brooklyn, NY 11218
16	Metropolitan Petroleum	South side of 6 th St. Basin	Circa 1970-1990	Petroleum terminal	Benzene, toluene, xylene, phenol, methyl isobutyl ketone, zinc and lead compounds	Metropolitan Petroleum Company <ul style="list-style-type: none"> • 1965 – Pittston Chemicals, Inc. • 1980 – changed name to Pittston Petroleum, Inc. • 1980 – changed name to Metropolitan Petroleum, Inc. • 1989 – merged with Atlantic Fuels Marketing Corporation • 1989 – sold to Castle Coal & Oil Company • 1989 – name changed to Castle Oil Corporation 	Castle Oil Corporation Michael M. Meadvin Senior Vice President, General Counsel, Corporate Secretary 500 Mamaroneck Avenue Harrison, NY 10528
17	American Agriculture Chemical Company	Huntington/Smith	Circa 1890-1915	Chemical fertilizer manufacturer	Metals including zinc, copper, lead, manganese, nickel, chromium, cadmium, and cobalt compounds. Nitrate compounds, ethylene glycol, methyl isobutyl ketone, methanol, formaldehyde, acids	American Agriculture Chemical Company <ul style="list-style-type: none"> • 1963 – acquired by Continental Oil Company • 1963 – name changed to Conoco, Inc. • 1981 – Conoco acquired by E.I. DuPont DeNemours Company 	E.I. DuPont De Nemours and Company Thomas L. Sager Senior Vice President and General Counsel 1007 Market Street Wilmington, DE 19898
18	American Nickel Alloy Manufacturing Company	1 st St. Basin	Circa 1935-1945	Nickel alloy manufacturing	Metals including nickel, zinc, lead, and copper. Various chlorinated and organic solvents	American Nickel Alloy Manufacturing Company <ul style="list-style-type: none"> • 1933 – Anglo-American Metals & Ferro Alloy Corporation formed • 1941 – name changed to American Nickel Alloy Manufacturing Company • 1988 – name changed to Algrun Metals & Minerals Corporation 	Algrun Metals & Minerals Corporation Ruth G. Sondheimer, CEO 30 Vesay Street New York, NY 10007
19	Doehler Die Casting	9 th and Huntington Street near Court Street.	1922-1933	Die casting and manufacture	Zinc, chromium, lead, copper, manganese, methanol, PAHs, sulfuric and other acids, phenol, xylene, and various chlorinated solvents	Doehler Die Casting <ul style="list-style-type: none"> • 1946 – merged with Jarvis Body Manufacturing and formed Doehler Jarvis Company • 1953 – National Lead acquired Doehler Jarvis • 1971 – changed name to NL Industries, Inc. 	NL Industries, Inc. Robert Graham Vice President and General Counsel 5430 LBJ Freeway Suite 1700 Dallas, TX 75240-2697