

RESPONSE TO REQUEST FOR INFORMATION
GOWANUS CANAL SUPERFUND SITE
DANIEL TINNENY

1a. **Vidan Auto Salvage Corp.** was incorporated in New York on January 25, 1978.

Vidan Auto Salvage Corp. merged with Two Dans Enterprises, Ltd. which was incorporated in New York on July 9, 1991. **Two Dans Enterprises, Ltd.** was the surviving corporation as of November 21, 1991. Service of process: Daniel Tinneny, 15 Coldspring Court, Staten Island, NY 10304.

Tinneny 323-325 LLC was incorporated in New York on March 12, 2009.

Service of process: Daniel Timmeny, 15 Coldspring Court, Staten Island, NY 10304.

426 President Street LLC was incorporated in New York on March 11, 2009. Service of process: Daniel Tinneny, 15 Coldspring Court, Staten Island, NY 10304.

383 Carroll Street LLC was incorporated in New York on March 11, 2009. Service of process: Daniel Tinneny, 15 Coldspring Court, Staten Island, NY 10304.

Tinneny President Street LLC was incorporated in New York on or about March 12, 2009.

Service of process: Daniel Tinneny, 15 Coldspring Court, Staten Island, NY 10304.

1b. I, Daniel Tinneny, was at the time of incorporation and am presently President of the above named corporations. My mailing address for service of process is 15 Coldspring Court, Staten Island, NY 10304.

1c. Vidan Auto Salvage Corp., conducted auto salvage and dismantling of automobiles and used car sales located at the "facilities" between 1979 and 1989-1990 when the property and contents were seized by the Federal government. The property was returned at some time late 1991 without any contents. I no longer conducted an auto salvage dismantling operation when

the property was returned but continued to sell used cars from the facilities and operated a body and fender repair shop started sometime in 1995 under the name Two Dans Enterprises Ltd and closed the Body and Fender Repair shop sometime in 1998. I have no records of the exact dates.

When Vidan Auto Salvage Corp. purchased and took possession of 385-401 Carroll Street, the former owner of the property had a lease with Lindale Equipment & Supply Corp. (See Exhibit "A" attached hereto). The tenant bought and sold used polishing equipment. The tenant was eventually evicted for failure to pay rent at some time in 1983. (See Exhibit "B") Based upon a letter dated February 8, 1985 (See Exhibit "C"), P & P Equipment Corporation took over the premises 385-401 Carroll Street after Lindale Equipment & Supply Corp., and occupied the premises until sometime in 1987. Additionally, the prior owner had a tenant, Seaway Export Packing Co., Inc. and they remained a tenant for approximately four to five years on a month to month tenancy after I purchased the property.

On or about October 31, 2005, I leased 327-329 Bond Street Brooklyn, NY to John Creech, a design and Production Company that made sets for theatre production shows. Mr. Creech left the premises sometime in 2009. Comilla Food Corp. took over the tenancy and stored and operated "hot dog" wagons. They were evicted approximately March 10, 2010. (See Exhibit "E")

1d. Vidan Auto Salvage Corp., Two Dans Enterprises Ltd., Timmeny 323-325 LLC, 426 President Street LLC, 383 Carroll Street LLC, and Timmeny President Street LLC were not subsidiaries, divisions, branches or affiliates of another corporation or other entity. Service of process can be made care of the LLC's at 15 Coldspring Court Staten Island, NY 10304.

2a. For the entire period of time that I have owned the designated property referred to as the "facility", I as President and sole stock holder of Vidan Auto Salvage Corp., individually, or in

the LLC's listed above was the sole corporate/individual owner of the "facilities" and landlord for the tenants, stated herein. As such I maintained the premises in accordance with the leases, collected rents, paid bills, and was on the premises daily. I was the president of Vidan Auto Salvage Corp., until that corporation merged with Two Dans Enterprises Ltd. My function was to oversee the daily activities of Vidan Auto Salvage, which was purchasing, dismantling, storing and selling of vehicles and salvaged vehicle parts to the public between 1979 and 1989-1990. For the entire period of time I, operated the Body & Fender Repair shop as Two Dans Enterprises, Ltd.,(between 1995 to 1998) I was the President of said company. My functions were to oversee the daily activities of the business which consisted of towing, repairing, restoring and painting damaged automobiles. I also sold automobiles to the public and at auctions. At present, I do not conduct any business on the premises. The premises are leased to individuals and businesses.

2b. As the owner of the "facilities" and president of Vidan Auto Salvage, Corp., and Two Dans Enterprises, Ltd., I had authority and directed how any hazardous substances present at the "facilities" for my businesses were disposed of or managed.

2c. For Vidan Auto Salvage Corp., from 1979 to 1989-1990, I instructed and directed employees to safely drain gas tanks, oil from engines, crankcases, power steering fluid, antifreeze, and transmission fluid from salvaged automobiles, which was transferred and stored in secure fifty-five gallon drums separately designated for each liquid. The drained gasoline would be used in the machinery, equipment and vehicles used by the business. The antifreeze would also be used by the auto sales business. The excess oils and antifreeze from the crankcases, radiators and transmissions were transferred to drums and picked up by an oil recovery company on a regular basis. The exact schedule was approximately once or twice a

month depending on the recovery company's route. During the time Vidan was operating and dismantling autos, there were engines that were not damaged. The engines were resold as salvage, together with the doors, fenders, hoods, trunks, and various other salvaged parts. I do not remember the names of the companies that removed the waste product during the time I operated the salvage yard. I do not have any records, as they were taken from the facility and never returned by the government after the seizure. I have searched my remaining records since the return of the "facility" and have found some bills and invoices from:

- Wellington, Ltd, 865 Black Horse Pike #4 Turnersville, NJ 08012,
- Marisol, Inc., 125 Factory Lane Middlesex, New Jersey 08846,
- Aar-Bee Oil Service, Inc., 10-11 147th Street Whitestone, NY 11357,
- City Oil Service Corp., 53-13 Van Dam Street Long Island City, NY 11101.

The bills and invoices are from 1995 through 1998, while I operated the body and fender shop. (See exhibit "F"). These are the only records I was able to find with reference to waste disposal. I do not know the names of the people who operated those companies, and over 10 years have passed from the last date I did any business with them. To the best of my recollection the auto body shop was in operation from 1995 to 1998 and then closed. I do not have any names, addresses or information of any employees, as I did not keep records past seven years.

2d. I was present every day at the facility except for illness. While on premises during my operation of Vidan Auto Salvage, I operated, directed, managed, and oversaw the day to day business, including buying, selling, dismantling, crushing, storing, stocking, and maintenance of the business at the facility. I was also present as the landlord for tenants.

2e. Vidan Auto Salvage Corp. was subject to the New York City Department of Environment Protection. The DEP made inspections, and we were in compliance with their rules and

regulations. I do not have any records, as they were taken by the government at the time of seizure in 1990. As previously stated all gases, oils, fluids if any were removed and stored for business use, or sold to an oil recovery company who picked up the fluids approximately every few weeks or monthly, as needed. Not all vehicles contained gas or oils, as they were either damaged at the scene of an accident, or had been lying around the street partially stripped or cannibalized.

3. All answers for question 3, a, b, c, and d.

The “facilities” are one contiguous parcel of property, although having several addresses. Vidan Auto Salvage utilized the entire properties from approximately 1979 until closed approximately 1989/90. We operated Monday through Saturday. Vidan would purchase damaged and abandoned vehicles, and salvage auto parts for resale. Vidan would also purchase used automobiles and resell same to the public or at auction. The remainder of the damaged vehicles were crushed and sold as scrap metal. All vehicles were drained of gas, oils, and fluids prior to dismantling or crushing. We maintained fifty-five gallon drums for storage of the gas, oils and fluids. The drums were secure and stored on one inch metal plates to allow visual inspection for any leakage. The drums never leaked. Two Dans operated a body and fender shop between 1995 and 1998. We used paint and thinners to paint the vehicles. We disposed of any hazardous materials as previously stated in 2c.

The “facilities” was purchased in separate parcels. (See Exhibit “G”)

Parcel 426 President Street being known and designated as Section 2, Block 445 Lot 20 on the tax maps of the City of New York was purchased together with 319 Bond Street being known and designated as Section 2 Block 438 Lot 3 on the tax maps of the City of New York were purchased by Vidan Auto Salvage Corp. February 9, 1979 from MacPack Realty Corp.,

having its principal place of business located at 2053 Flatbush Avenue, Brooklyn, NY, Julius Packman, President signed the deed.

Parcel 327-331 Bond Street being know and designated as Section 2, Block 445 Lot 8 on the tax maps of the City of NY was purchased on December 11, 1978 .

Parcel 321- 323 Bond Street was purchased on June 12, 1989.

Parcels being commonly known as and by the street numbers 383-401 Carroll Street and 383 President Street, Brooklyn, NY and formerly commonly known as and by street numbers 327/329 Bond Street, 385-401 Carroll Street and 383 Carroll Street Brooklyn, NY and known and designated as Section 2, Block 445, Lot 11 on the tax maps of the City of New York was purchased on December 11, 1978.

Parcel former bed of President Street Section 2, parts of Block 438 Lots 1 & 3 and Block 445 Lots 8, 11 & 20 were purchased on June 26, 2003.

The above parcels were owned by Vidan Auto Salvage Corp., Daniel Timmeny and presently by **426 President Street LLC, Timmeny 323-325 LLC, 383 Carroll Street LLC, and Timmeny President Street LLC** commencing from the purchase of the first parcel in 1978 and from the date of each purchase of each parcel identified herein, to the present date.

When Vidan Auto Salvage Corp. purchased and took possession of 385-401 Carroll Street, the property had a leased tenant Lindale Equipment & Supply Corp., under a lease from the former owner of the facility dated Jun 22, 1977 (See Exhibit "A"). The leased premises were used for warehousing, machinery repair shop and offices. I do not remember the specifics of their business. The tenant was eventually evicted for failure to pay rent some time in 1983. (See Exhibit "B") Based upon a letter dated February 8, 1985, (See Exhibit "C") I remember that P & P Equipment Corporation took over the premises 385-401 Carroll Street sometime after

Lindale Equipment & Supply Corp., and occupied the premises until approximately 1987. P & P Equipment Corp. sold plating, and polishing equipment and supplies. I have searched my records and cannot find a lease for P & P Equipment Corporation.

Vidan Auto Salvage Corp., conducted auto salvage and dismantling of automobiles and used car sales located at the “facilities” above listed between approximately 1979 and 1989-1990 when the property and contents were seized by the Federal government. The property was returned to me at some time approximately late 1991 without any prior contents. All records, books, receipts, salvage autos, salvage parts machinery, shelving, were kept or auctioned by the government. The records were never returned, and the exact dates of the seizure and return of property are unknown. I have no records of employees, or names or addresses of individuals to consult for events that occurred approximately twenty years ago. I no longer conducted an auto salvage dismantling operation when the property was returned in approximately late 1991. I continued to sell used cars from the facilities, and operated a body and fender repair shop which I started sometime in 1995 under the name Two Dans Enterprises Ltd., incorporated July 1991 in New York State. I closed the Body and Fender Repair shop sometime in 1998.

On or about October 31, 2005, I leased 327-329 Bond Street Brooklyn, NY to Comilla Food Corp., (See Exhibit “E”). Based upon my recollection Comilla Food Corp. was evicted approximately March 10, 2010.

Sometime in 1998 J.C. Production & Design (John Creech) leased 327 Bond Street, Brooklyn, NY. They were a design and production company creating sets for theatre productions. They left the premises approximately 2008-9. I do not have a copy of the lease.

Sometime in September 1, 1998 Greco Brothers Towing leased 319 Bond Street

Brooklyn. They towed vehicles and stored them until recovered by owners. They had no lease. They left the premises in 2005-2006.

Present Tenants

Two Dans Enterprises leased 385-401 Carroll Street, Brooklyn, NY to Shooting Star Coaches, Inc., for storage of coach buses used for shooting commercials and filming in and around the City of New York. (See Exhibit "H"). That lease has expired and is presently on a month to month basis.

The parcel 327 Bond Street Brooklyn, NY is presently leased to Dumplings on the Park, a catering facility. The tenant has not signed a lease and is on a month to month tenancy.

Peter Block Sound Studios leases 383 Carroll Street. They operate a recording studio and caretakers apartment and occupy the second floor. No copy of the lease can be found.

Jammer Vans, Inc. leases 426 President Streets second floor. They provide vans for photo shoots of models in and around the City of New York. The tenant has not signed a lease, and is on a month to month tenancy.

Rabbit Movers leases occupies 426 President Streets ground floor. This tenant is a moving company. They do not have a lease, and are on a month to month tenancy.

Car Park Leases, Inc. occupies 319-323 Bond Street. They use the premises to park vehicles. They do not have a lease, and are on a month to month tenancy.

S.S.C. Carting Inc. leased 313-319 Bond Street from June 30, 2006 until approximately January 2011. They parked trucks and containers on the premises. They are no longer tenants. (See Exhibit "I").

Hecho Contractors leases 383 Carroll Streets rear building. They are building

contractors who took occupancy approximately May 2010, and have given notice to vacate by April 30, 2011. They have no lease.

4a. Between 1979 and 1989-1990 Vidan Auto Salvage would purchase between 25 and 50 cars a month until the business was seized. Some of those vehicles contained some gasoline in fuel tanks, others did not. No records were kept with reference to how much fuel, oil, antifreeze, transmission fluid or power steering fluid was in or removed from the salvaged vehicles. Each vehicle was dismantled and stocked as parts after the fuel tanks, engines, transmissions radiators and power steering tanks were drained in a safe manner to avoid spillage. The fluids were transferred to fifty-five gallon drums until a waste recovery company drained the drums and carted them off the facility. We used some gasoline recovered for our machinery at the facility. Other than the fluids removed from the salvaged vehicles, there were no chemicals used, stored generated, handled or received by me, or my companies. I do not know of any hazardous substances, hazardous wastes or industrial wastes that were used, stored, generated, handled or received by any tenant at the facility.

4b. When Vidan Auto Salvage Corp purchased automobiles during 1979 to 1989 and part of 1990, various amounts of gasoline, oil, transmission fluid, power steering fluid and antifreeze were removed from those vehicles. Not all vehicles had gasoline, oil, transmission fluid, power steering fluid or antifreeze. No records were kept as to the amounts taken from each vehicle. Some tanks had water mixed in with the gasoline, and would be drained and transferred to our storage drums to be taken off premises by waste removal companies who initially paid for the oil, but eventually would charge a small fee as evidenced by the receipts (**See exhibit "F" attached hereto**). The waste removers would come approximately every few weeks or monthly to remove the contents of the drums. We had fifty-five gallon enclosed drums that were used for

waste product which were stored on the facility on one-inch metal plates which allowed us to see if any leakage occurred. We never filled all the drums. There were always empty drums. During the time Vidan Auto Salvage Corp operated, the waste drums were secure and did not leak any contents. The contents of the drums were removed by the waste companies but we do not have any records of the volume or specific description of the waste other than described herein as gasoline, oil, transmission fluid power steering fluid, or antifreeze. If a spill of any substance occurred during the draining process, or any spill of any kind during the operation of dismantling a vehicle, we used a product called "Speedy dry" to absorb the spill on the ground, and transferred the contents to one of our waste drums which were removed by the waste collections companies.

Between 1995 and approximately 1998, Two Dans Enterprises Ltd., operated a body and fender repair shop which used lacquers and paint thinners for painting repaired automobiles. Those paints and thinners were stored in their respectively purchased containers, and waste if any was collected in cans, and transferred to drums for collection as reflected in the receipts attached. (See Exhibit "F" attached hereto).

4c. When Vidan Auto Salvage Corp., purchased an auto for salvage, that vehicle would be checked for fluids described herein such as gasoline, oil, transmission fluid, power steering fluid and antifreeze. If any fluids were found, they would be drained into five gallon containers, and transferred to the waste drums then taken off premises by waste removal companies.

The drums used to store the waste fluids were located on the premises. Whatever photos, maps or diagrams that existed depicting the storage were taken by the federal agents who inspected and seized the facility.

4d. The drums used to store the waste fluids were located on the premises. Whatever photos, maps or diagrams that existed depicting the storage were taken by the federal agents who inspected and seized the facility. The only diagram/drawing found was part of the Site Inspection Report, December 1998, Reference number 7 attached hereto as **Exhibit "J."**

4e. Drains do exist on the property but there are no drainage sumps, above or below-ground discharge piping or above-ground/underground storage tanks. The Site Inspection Report dated December 1998 has a Map (Figure 2) depicting a drain as well as pictures in Attachment 1, Photograph Log shows the two Storm Drains on the property. (See **Exhibit "K"**)

4f. No dock/bulkhead repairs or construction was made at the facilities to my knowledge during my ownership of the facilities.

5a. Vidan Auto Salvage Corp purchased approximately 25 to 50 automobiles per month from approximately 1979 to 1989-1990 when the business was seized. Various amounts of gasoline, oil, transmission fluid, power steering fluid and antifreeze were removed from those vehicles. Not all vehicles had gasoline, oil, transmission fluid, power steering fluid or antifreeze. No records were kept as to the amounts taken from each vehicle. Some tanks had water mixed in with the gasoline, and would be drained and transferred to our storage drums to be taken off premises by waste removal companies who initially paid for the oil, but eventually would charge a small fee as evidenced by the receipts (See **Exhibit "F"**). The waste removers would come approximately every few weeks or monthly to remove the contents of the drums. We had fifty-five gallon enclosed drums that were used for waste product which were stored on the facility on one-inch metal plates which allowed us to see if any leakage occurred. During the time Vidan Auto Salvage Corp operated, the waste drums were secure and did not leak any contents. The contents of the drums were removed by the waste companies but we do not have any records of

the volume or specific description of the waste other than described herein as gasoline, oil, transmission fluid power steering fluid, or antifreeze. If a spill of any substance occurred during the draining process, or any spill of any kind during the operation of dismantling a vehicle, we applied a product called "Speedy dry" to absorb the spill on the concrete or ground, and transferred the contents to one of our waste drums which were removed by the waste collections companies. I was not present for drainage of every vehicle, and have no knowledge spillage during collection from the vehicles and during transportation to the waste drums.

Between 1995 and approximately 1998, Two Dans Enterprises Ltd., operated a body and fender repair shop which used lacquers and paint thinners for painting repaired automobiles. Those paints and thinners were stored in their respective purchased containers, and waste if any was collected in cans, and transferred to drums for collection as reflected in the receipts attached. (See Exhibit "F").

5b. All records pertaining to the removal of hazardous substances removed from the facility were seized by the Federal agents who seized the property sometime in 1989-90. The records were never returned. I do not possess any recollection or documentation or the names of addresses of the waste removal companies used between 1979 and the close of the salvage business.

Between 1995 and approximately 1998, Two Dans Enterprises Ltd., operated a body and fender repair shop which used lacquers and paint thinners for painting repaired automobiles. Those paints and thinners were stored in their respective purchased containers, and waste if any was collected in cans, and transferred to drums for collection as reflected in the receipts attached. (See Exhibit "F" attached hereto).

5c. To my knowledge, no hazardous substances, hazardous wastes or industrial wastes were ever disposed of at the facilities by myself or my company, its officers, employees, agents or representatives or anyone else, either intentionally or unintentionally.

6. Other than what has been described in answer to questions above relating to hazardous substances, hazardous wastes or industrial wastes, there was no bulk storage of petroleum or chemical on the facilities.

7. Parcel 426 President Street and 319 Bond Street were purchased by Vidan Auto Salvage Corp. on February 9, 1979 from **MacPack Realty Corp.**, owned by **Julius Packman**, whose principal place of business is located at 2053 Flatbush Avenue, Brooklyn, New York. 426 President Street was previously licensed by the City of New York as coal dealer business in the names of **Grand Coal Co.** (see Exhibit "L") in 1967 through 1970. The same parcel was licensed by the City of New York to **Ashland Coal Co.** as a coal dealer from 1967 through 1970 (see Exhibit "M").

Additionally, 426 President Street was issued a New York City Fire Department permit from July 1, 1968 through June 30, 1969 to "handle gasoline in garage." (See Exhibit "N") The permit was issued to **Ashland Coal Co.** and signed by Julius Packman.

In 1961 the City of New York issue a license for a coal truck and a Highway permit to **Crater Fuel Corp.**, 426 President Street Brooklyn (see Exhibit "O"). These licenses were left on the deeded premises when purchased by Vidan Auto Salvage Corp. I kept them a souvenir from the property. The ground area at the facility was basically in the same condition then as it is now.

Prior to my purchase of the parcel former bed of President Street, Section 2 it was a public street owned by the City of New York. Part of the street bed was and presently consists of

large cobblestone pavers. Portions of the street bed were and remain unpaved and consist of gravel, dirt, and grass. During heavy rains and flooding due to the low area of the parcel, the sewers were unable to take the heavy flow of rain. The water flowed from Bond Street at the intersection of President Street to and into the Gowanus Canal. During heavy rains excess water from all the surrounding properties would flow to the lowest point in the area, which was/is the Gowanus Canal. As a result of the heavy rainfalls over the passage of time the excess rain that could not be accommodated by the sewers and grounds bordering the Canal flowed into the Canal. I do not know what, if any, hazardous substances from the City streets were released into the Canal as a result. I have no knowledge regarding substances, amounts, times or any information requested in this question. I do know that while I owned the "facility" neither I nor my employees, agents, representatives or anyone at my direction or to my knowledge caused any hazardous materials to be leaked, spilled released or threatened release into the Gowanus Canal. To the best of my knowledge, I am unaware of any tenant of the "facility" causing any leaks, spills, or releases of threatened releases of any kind of hazardous substances, hazardous wastes and industrial wastes into the environment that have occurred or may have occurred at or from the "facilities", including into the Gowanus Canal. The fumes if any from the draining of fluids of the salvaged vehicles were no greater than that of an automobile service station which has the smell of gasoline from filling automobiles (an equivalent to 1-2 cars per day). When the property was purchased I was unaware of any discharge pipes into the Canal, however, as time passed, I discovered a drain pipe which has access to the Canal. I have also been informed by the report issued by the EPA after the 1998 inspection, that there is a pipe under the facility that goes into the Canal. When the tide is very high and water comes up to the drain opening in the bulkhead, water from high tide overflows from the canal through the pipe and over the bulkhead

onto the facility, as my property is the lowest land in the area. This results in puddles and wet areas until the tide recedes.

7k. I am unaware of any information relating to question number 7, subparts a. through j. or of any persons with information relating to subparts a. through j. of this question.

8a. I do not have knowledge or records relating to any release or releases of hazardous substances, hazardous wastes, and or industrial wastes at the Facility or to the Gowanus Canal.

8b. I do not have knowledge of any waste manifests, invoices or other documentation relating to the disposal of any hazardous substances, wastes or industrial wastes disposed of at the Facility or otherwise handled at the Facility.

8c. I do not have any knowledge or investigation documents relating to conditions at the Facility except the final site inspection report for Vidan Auto Salvage Corp., issued December 1998 by Region II Superfund Technical Assessment and Response Team. My lack of knowledge to this question includes but is not limited to:

- i. Safety and environmental audits.
- ii. Notices of violations of environmental laws and regulations.
- iii. Sampling results
- iv. Cleanup documents, including orders, Phase 1 or Phase 2 studies, remedial investigations, state Superfund, brownfields or voluntary cleanup program documents.
- v. Spill reports; and
- vi. Any submissions to the environmental agencies, including but not limited to, the New York State Department of Environmental Conservation, the city,

county, or state Department of Health, the New York City Department of Environmental Protection, the U.S. Coast Guard and EPA.

9. During my ownership no barges or other vessels were utilized in operations at the Facility.

10. The operations at the Facilities did not utilize an on-site fleet of vehicles or otherwise generate or accept used oil.

11. As previously indicated in the answer to question #7 the property was, prior to my ownership, for an unknown number of years, used as a coal storage and fuel storage facility with a delivery truck. From the date of purchase to the present, I have not stored coal, or otherwise utilized coal in the operations of the Facility.

12. The Facility's operations did not include tank cleaning.

13. There is a storm drain located on the Facility that was already present when deeded to Vidan Auto Salvage Corp. That storm drain is located in photo number 9 (See Exhibit "K") of the Site Inspection Report for Vidan Auto Salvage Corp., issued December 1998 by Region II Superfund Technical Assessment and Response Team. The photo is identified as, "storm drain behind office building housing John Creech Design and Production." The drain is shown on the Figure 2 site map in the Site Inspection Report, drawn by J. Hampton Jr., dated October 1998. The drain has a baffle which catches heavier than water substances. Over the years I have had the drain inspected and cleaned on a regular basis.

Included in the Final site inspection report for Vidan Auto Salvage Corp., issued December 1998 are two photos identified as "IP-7" (1045) dated June 25, 1991, labeled below the photo as a "Photo of stained soil and drain in the area of stacked car parts storage" and photo "IP-8" (1050) dated June 25, 1991 identified as a "photo of car parts storage area; facing south

(Note: drain in center of background). This hole to my knowledge is not a drain, but a break in the concrete forming a hole in the ground which was covered with a metal plate. I have no knowledge of any outlet from this hole. Further the hole is not noted or labeled as a drain in the Figure 2 site map in the Final site inspection report issued December 1998. (See Exhibit “P”)

14. The Facility, to my knowledge, never had a discharge or waste permit from any authority. The Facility was inspected by the Department of Environmental Protection on several occasions and never received a violation.

15. Vidan Auto Salvage Corp. discontinued operations when seized by the Federal agents in approximately 1989. When returned to me in the later part of 1991, the debris that was on the property when seized was disposed of by the government. The fifty-five gallon drums were disposed of by the Federal government prior to returning the property to me. The Facility was then leased to various tenants described herein. Additionally, I operated a body and fender repair shop from 1995 to approximately 1998, which I then closed and rented the space to a tenant. The Facility is presently owned by the LLC’s listed in answer to question 1a. herein.

16. I do not have any insurance or indemnification policies that would arguably indemnify me or the companies against any liability under CERCLA. (See Exhibit “Q”)

17. All answers for question 17, a through g.

To the extent applicable the prior answers bear on this issue, those answers are incorporated herein. It is our contention that our company’s operations at the Facilities, during the times relevant to our ownership, did not discharge hazardous substances into the environment. We never discharged hazardous substances into the Gowanus Canal. The land was purchased “as is” and the operations of Vidan Auto Salvage did not create or contribute to any release or discharge of hazardous substances into the Canal. The land comprising the

Facility is the lowest land area on Bond Street contiguous to the Canal. As a result of the elevation of the land, and the forces of nature including extreme weather and its effects on the tides, excess water from the surrounding and higher elevated streets flow onto the facility and into the Canal. Contamination from the streets and other substances created by others flows into the Canal. Further, as a result of the drainpipe hole in the wall of the bulkhead, extreme weather conditions and high tides causes Canal water to flow from the Canal onto the Facility, and after the extreme weather and high tides subside, a reverse effect of water from the facility drains back into the Canal. The Canal dumps polluted water onto the facility which drains back into the Canal. At no time during my ownership of the Facility, did I or my companies employ sumps, wells or other discharge locations from which hazardous substances could enter the soil or groundwater. The facility operations employed workers to empty cars of hazardous substances and transfer them to drums which were removed from the premises on a regular basis. Whatever spillage occurred was cleaned as part of the standards utilized to safeguard the workers, further contamination of the Canal and prevent fire. To my knowledge, no discharge or dumping of hazardous substances occurred, entered the soil or groundwater as a result of the operations. The companies should not be penalized for transfer and removal of hazardous substances as part of their business when industry standards and safeguards were utilized.

The Facility was not used as an on-site disposal for hazardous substances. There were no sewage pipes, sumps or wells. There were no controls to prevent surface water run-off as we could not stop the forces of extreme weather and tides seeking the lowest point when overflowing. It is similar to the floods that reoccur every year in northern New Jersey around the Raritan River. The Facilities utilized hazardous substance management practices within industry

standards at the time. There have been no violations issued to my companies or to me personally for any violation by the Department of Environmental Protection of the City of New York.

The Site Summary and Recommendation report issued October 10, 2010 concluded that the Facility is located in a predominately industrial area along the Gowanus Canal. Sampling performed by the U.S. EPA Environmental Services Division in July 1991 confirmed the release of hazardous substances on site. However, the history of this property includes a coal and fuel storage facility prior to my purchase. There were few if any pollution laws or standard practices at that time. The report further measured the presence of hydrocarbons at a concentration of 37.4 ppm. This is not an unusual or higher concentration found in other businesses involving automobiles, including auto repair shops that drain and change fluids from cars and trucks. The finding of composite soil samples taken in the “area” used for disassembling vehicles with “elevated levels” of volatile organic compounds, polyaromatic hydrocarbons, and several heavy metals are also not unusual on the premises of a vehicle dismantling salvage yard. Strong gasoline vapors with no observed readings on the organic vapor analyzer in that area, but positive in an area of parked cars is not probative of anything.

The report concludes, [The PREScore evaluation (PREScore 4.1) of the Vidan Auto Salvage Site resulted in an overall **HRS score of only 1.77.**] This analysis included the “**assumption**” that “**potentially contaminated**” soil is present at depths “**less than**” **2 feet over the “entire site**” (when the entire site was not tested, and the phrase ““potentially contaminated” does not mean contaminated) and “**there is no evidence to support that assumption**”. **It should be noted that a sensitivity analysis with a projected release to the Gowanus Canal did not raise the overall score above the 28.5 cutoff required for a further action recommendation.**

The report's final conclusion and recommendation was "NO FURTHER REMEDIAL ACTION PLANNED (NFRAP) is given for the Vidan Auto Salvage site."

Based on the Site Summary, it appears that some positive findings were made, however, the extent of those findings were minimal when concededly based on "potentials and assumptions" and did not rise to the level of any remedial action. The vehicle dismantling operations ceased in 1989-90, and there has been no further danger from the facility for over 20 years.

18. As previously stated in the above answers, the only records I have are the records provided. Everything was either sold or destroyed when the Facility was seized by the Government.

19. To my knowledge I am unaware of anyone with knowledge relating to this inquiry.

20. I have consulted with my attorney, Robert A. Sgarlato, Attorney at Law, 1298 Victory Boulevard, Staten Island, New York 10301.

21. I have no knowledge of any such information nor is any such information in my possession or available to me.

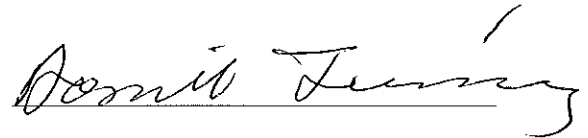
CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION
GOWANUS CANAL SUPERFUND SITE

STATE OF NEW YORK
COUNTY OF RICHMOND

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (responses to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my Company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my Company's response thereto should become known or available to the Company.

Daniel Timmeny

President



Sworn to before me this
20th day of April, 2011.



Notary Public

Robert A. Sgarlato
Notary Public, State of New York
No. 8930298-Qual. In Richmond County
Commission Expires Feb. 28, 2015

EXHIBIT A

LIABILITY
POLICY
FOR
1,000,000

256—Lease—Offices or Lofts.

APPROX 16,000
TARS UP 320

ILUS BLUMBERG, INC., LAW BLANK PUBLISHERS
EXCHANGE PLACE AT BROADWAY, NEW YORK

This Agreement

made this 9th day of June 1977 between

S. ALEXANDER & CO., INC., a New York Corporation, having a place of business at Foot of 12th Street, Jersey City, N. J. 07302,

as Landlord

and LINDALE EQUIPMENT & SUPPLY CORP., a New York Corporation, having a place of business at 385-401 Carroll Street, Brooklyn, N. Y.

as Tenant

WITNESSETH: The Landlord hereby leases to Tenant and Tenant hereby hires from Landlord certain premises owned by lessor consisting of an unheated warehouse type building of approximately 16,000 square feet, including the two-story heated office area in the building known as

385-401 Carroll Street, Brooklyn, New York,

for the term of five (5) years to commence on the 1st day of August 1977 and to end on the 31st day of July 1982, upon the conditions and covenants following:

1st. Tenant shall pay the annual rent of
TEN THOUSAND TWO HUNDRED DOLLARS (\$10,200.00)

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows:

EIGHT HUNDRED FIFTY DOLLARS (\$850.00) on August 1, 1977, and on the 1st of each month thereafter.

2nd. Tenant shall use and occupy demised premises for no purpose other than warehousing, machinery repair shop and office.

3rd. Tenant shall take good care of the premises and fixtures, make good any injury or breakage done by Tenant or Tenant's agents, employees or visitors, and shall quit and surrender said premises, at the end of said term, in as good condition as the reasonable use thereof will permit; shall not make any additions, alterations or improvements in said premises, or permit any additional lock or fastening on any door, without the written consent of Landlord; and all alterations, partitions, additions, or improvements, which may be made by either of the parties hereto upon the premises, shall be the property of Landlord, and shall remain upon and be surrendered with the premises, as a part thereof, at the termination of this lease, without disturbance, molestation or injury.

4th. Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters for the prevention of fires at Tenant's own cost and expense.

5th. Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or sublease the premises, or any part thereof, without Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of Landlord as if it were the expiration of the original term.

6th. In case of damage, by fire or other action of the elements, to the building in which the leased premises are located, without the fault of Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of Tenant or of Tenant's agents or employees, Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

7th. Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or for making such repairs, alterations, additions or improvements therein as may be necessary or deemed advisable by Landlord. Tenant also agrees to permit Landlord or Landlord's agents to show the premises to persons wishing to hire or purchase the same; and Tenant further agrees that during the 6 months next preceding the expiration of the term hereby granted, Landlord or Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. If, before the commencement of the term, Tenant takes the benefit of any insolvent act, or if a Receiver or Trustee be appointed for Tenant's property, or if the estate of Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if Tenant shall default in the performance of any agreement by Tenant contained in any other lease to Tenant by Landlord or by any corporation of which an officer of Landlord is a Director, this lease shall thereby, at the option of Landlord, be terminated and in that case, neither Tenant nor anybody claiming under Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this subdivision shall occur, or if Tenant shall make default in fulfilling any of the covenants of this lease or the rules and regulations, other than the covenants for the payment of rent or "additional rent" or if the demised premises become vacant or deserted, Landlord may give to Tenant ten days' notice of intention to end the term of this lease, and thereupon at the expiration of said ten days' (if said condition which was the basis of said notice shall continue to exist) the term under this lease shall expire as fully and completely as if that day were the date herein definitely fixed for the expiration of the term and Tenant will then quit and surrender the demised premises to Landlord, but Tenant shall remain liable as hereinafter provided.

10 Day Notice
Remedies
If Tenant shall make default in the payment of the rent reserved hereunder, or any item of "additional rent" herein mentioned, or any part of either or in making any other payment herein provided for, or if the notice last above provided for shall have been given and if the condition which was the basis of said notice shall exist at the expiration of said ten days' period, Landlord may immediately, or at any time thereafter, re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefor, and re-possess and enjoy said premises together with all additions, alterations and improvements. In any such case or in the event that this lease be "terminated" before the commencement of the term, as above provided, Landlord may either re-let the demised premises or any part or parts thereof for Landlord's own account, or may, at Landlord's option, re-let the demised premises or any part or parts thereof as the agent of Tenant, and receive the rents therefor,

Re-Letting applying the same first to the payment of such expenses as Landlord may have incurred, and then to the fulfillment of the covenants of Tenant herein, and the balance, if any, at the expiration of the term first above provided for, shall be paid to Tenant. Landlord may rent the premises for a term extending beyond the term hereby granted without releasing Tenant from any liability. In the event that the term of this lease shall expire as above in this subdivision 5th provided, or terminate by summary proceedings or otherwise, and if Landlord shall not re-let the demised premises for Landlord's own account, then, whether or not the premises be re-let, Tenant shall remain liable for, and Tenant hereby agrees to pay to Landlord, until the time when this lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and "additional rent" reserved herein, less the avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the several rent days above specified, that is, upon each of such rent days Tenant shall pay to Landlord the amount of deficiency then existing. Tenant hereby expressly waives and will waive all right of redemption in case Tenant shall be dispossessed by judgment or warrant of any court or judge, and Tenant waives and will waive all right to trial by jury in any summary proceedings hereafter instituted by Landlord against Tenant in respect to the demised premises or any action to recover rent or damages hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

Cumulative Remedies 9th. ~~As long as Tenant is not in default under any of the covenants of this lease, Landlord shall, excepting on Sundays and Holidays, provide the following services, if and insofar as the existing facilities permit: (a) furnish heat to the premises on business days from 8 A.M. to 6 P.M. when and as required by law; (b) OPERATE elevators, or permit self-operated elevators to be used, on business days from 8 A.M. to 6 P.M. except Saturdays when the hours shall be from 8 A.M. to 1 P.M.~~

Services 10th. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the premises or building without the prior written approval and consent of Landlord. Should Landlord deem it necessary to remove the same in order to paint, alter, or remodel any part of the building, Landlord may remove and replace same at Landlord's expense.

Signs 11th. Tenant shall, at Tenant's expense, keep the demised premises clean and in order to the satisfaction of Landlord. Tenant shall pay to Landlord the cost of removal of Tenant's refuse and waste, upon presentation of bills therefor and the amount of such bills shall be paid as additional rent.

Cleaning 12th. Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of Landlord.

Liability 13th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and Tenant agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle Landlord, or Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

Subordination 14th. Tenant has this day deposited with Landlord the sum of \$ _____ as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this lease upon Tenant's part to be performed, which said sum shall be returned to Tenant after the time fixed as the expiration of the term herein, provided Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, Landlord shall have the right to transfer the security to the vendee for the benefit of Tenant and Landlord shall be considered released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by Tenant without the written consent of Landlord.

Security 15th. If there now is or shall be installed in the building a "sprinkler system", and such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of Tenant, Tenant's agents, servants, employees, licensees or visitors, Tenant shall forthwith restore the same to good working condition at its own expense; and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the state or city government, require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such changes, modifications, alterations, additional sprinkler heads or other equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, Tenant shall, at Tenant's expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. ~~Tenant shall pay to Landlord as additional rent the sum of \$ _____ on the rent day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory services.~~

Sprinklers 16th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

Water Sewer 17th. Tenant will not, nor will Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and Tenant agrees to pay on demand any such increase as additional rent.

Fire Insurance 18th. The failure of Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

No Waiver 19th. That should the land whereon said building stands or any part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this lease, at the option of Landlord, shall become null and void, and the term cease and come to an end upon the date when the same shall be taken and the rent shall be apportioned as of said date. No part of any award, however, shall belong to Tenant.

Condemnation 20th. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by Tenant and shall become the property of Landlord.

Fixtures 21st. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with any National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

Inability To Perform 22nd. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by Landlord to Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "services" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "services" or to some other cause, not gross negligence on the part of Landlord. No such interruption or curtailment of any such "services" shall be deemed a constructive eviction. Landlord shall not be required to furnish, and Tenant shall not be entitled to receive, any of such "services" during any period wherein Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

No Diminution of Rent

- Rules and Regulations 23rd. Tenant and Tenant's employees, agents and visitors shall comply strictly with the Rules and Regulations set forth on the back of this lease, and such other and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Landlord shall not be liable to Tenant for violation of any of said Rules or Regulations, or the breach of any covenant or condition in any lease, by any other tenant in the building.
- Window Cleaning 24th. Tenant will not clean, nor require, permit, suffer or allow any window in the demised premises to be cleaned, from the outside in violation of Section 203 of the Labor Law or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.
- Possession 25th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason: in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.
- 26th. Tenant specifically acknowledges that the premises are being leased in "as is" condition. Tenant agrees to provide and pay for the normal maintenance of the building, including (but not by way of limitation) the supplying of hot water and fuel, etc. in the office area.
- 27th. Either Landlord or Tenant shall have the right to cancel this lease at any time by giving written notice to the other party. Such cancellation shall be effective six months after receipt of such written notice.
- 28th. Tenant shall pay as additional rent Tenant's pro-rata share of the increase in real estate taxes over the base taxable year ending July 31, 1974. Such tax shall be payable within thirty days after receipt by Tenant of a written request by Landlord showing in reasonable detail the computation of such additional rent.
- 29th. If, at any time during the term of this lease and provided Tenant shall not be in default of any of the provisions contained herein, Landlord shall receive a bona fide offer of purchase of said premises or of which said premises are a part, Tenant shall have the right to match such bona fide offer, provided Tenant advises Landlord in writing of its acceptance of all the terms and conditions of said bona fide offer within fifteen days after notification of such bona fide offer from Landlord.
- 30th. Provided Tenant shall not be in default of any of the provisions contained herein, Tenant shall have the option to renew this lease at termination thereof at mutually agreeable terms and conditions for an additional five year period providing premises shall not have been sold. Renewal, if any, to be in writing and executed not less than six months before lease termination.

Headings The marginal headings are inserted only as a matter of convenience and in no way define the scope of this lease or the intent of any provision thereof.

Quiet Enjoyment Landlord covenants that the said Tenant on paying the said rent, and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, Landlord and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Signed, sealed and delivered
in the presence of

S. ALEXANDER & CO., INC.
By *Arthur J. Capell* L.S.
LINDALE EQUIPMENT & SUPPLY CORP. L.S.
By *Arthur J. Capell Sec.* L.S.

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, stairways, or halls shall not be obstructed by any Tenant or used for any purpose other than ingress and egress to and from the demised premises, and if said premises are situate on the ground floor the Tenant thereof shall keep the sidewalks and curbs directly in front of said premises clean and free from ice, snow, etc. Nothing shall be thrown out of windows or doors or down passages of building.
2. Movement of goods in or out of the premises and building shall only be effected through entrances and elevators designated for that purpose. No hand trucks, carts, etc. shall be used in the building unless equipped with rubber tires and side guards.
3. No awnings or other projections shall be attached to the outside walls of the building and no curtains, blinds, shades, or screens shall be used without the prior written consent of the Landlord.
4. The skylights, windows, and doors that reflect or admit light and air into the halls, or other public places in the building shall not be covered or obstructed by any Tenant, nor shall any thing be placed on the windowsills.
5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose employees, agents, visitors or licensees, shall have caused the same.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other covering is used an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other adhesive being expressly prohibited.
7. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring premises or those having business with them whether by the use of any instrument, radio, talking machine, unmusical noise, whistling, singing, or otherwise.
8. No Tenant, nor any of Tenant's employees, agents, visitors or licensees, shall at any time bring or keep upon the demised premises any inflammable, combustible or explosive fluid, chemical or substance, or allow any unusual or objectionable odors to be produced upon the demised premises, or permit animals or birds to be brought or kept on the premises.
9. No machine may be operated on the premises without the written consent of the Landlord; machinery shall be placed in approved settings to absorb or prevent any noise or annoyance.
10. No Tenant shall place a load upon any floor of the building exceeding the floor load per square foot area which such floor was designed to carry, and all floor loads shall be evenly distributed. All removals or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which the Landlord or Landlord's agent may determine from time to time. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed so as to distribute the weight. The Landlord reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or this lease. Safes and machinery may not be put on elevators.
11. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall co-operate to prevent the same.
12. No water cooler, air conditioning unit or system or other apparatus shall be installed or used by any Tenant without the written consent of Landlord.

State of New York, County of _____ ss.:
 On this _____ day of _____, 19____, before me personally came _____
 to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

State of New York, County of _____ ss.:
 On this _____ day of _____, 19____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides in _____ 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.

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 paid to the undersigned by the within named Landlord, the undersigned hereby covenants and agrees, to and with the Landlord and the Landlord's successors and assigns, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord; and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned has here set _____ hand and seal this _____ day of _____, 19____.

WITNESS _____

L. S.

S. ALEXANDER & CO., INC.

TO

LINDALE EQUIPMENT & SUPPLY CORP.

LEASE

Dated 1977
 Premises 385-401 Carroll Street
 Brooklyn, N. Y.
 Rent per Year \$10,200.00
 Rent per Month 850.00
 Term Five years
 From August 1, 1977
 To July 31, 1982

SUPREME COURT : KINGS COUNTY

----- X

In the Matter of the General Assignment
for the Benefit of Creditors of:

LINDALE EQUIPMENT & SUPPLY CORP.,

Assignor,

- to -

CHAUNCEY H. LEVY,

Assignee.

----- X

NOTICE IS HEREBY GIVEN that the undersigned will sell at
public auction, through GEORGE LEONTIS & CO., INC., Auctioneers, on
Tuesday, March 29th, 1983, at 10:30 A.M., at 385 Carroll Street,
Brooklyn, New York, assets of the above-named Assignor, consisting
of Equipment, Furniture, Fixtures and 1977 International Truck.

Chauncey H. Levy
Assignee

Siegel, Sommers & Schwartz
Attorneys for Assignee
2 Park Avenue
New York, New York

889-7570
Jim BELBNER

653-9200

EXHIBIT B

SUPREME COURT : KINGS COUNTY

- - - - - X

In the Matter of the General Assignment
for the Benefit of Creditors of:

LINDALE EQUIPMENT & SUPPLY CORP.,

Assignor,

- to -

CHAUNCEY H. LEVY,

Assignee.

- - - - - X

683-9200

NOTICE IS HEREBY GIVEN that the undersigned will sell at public auction, through GEORGE LEONTIS & CO., INC., Auctioneers, on Tuesday, March 29th, 1983, at 10:30 A.M., at 385 Carroll Street, Brooklyn, New York, assets of the above-named Assignor, consisting of Equipment, Furniture, Fixtures and 1977 International Truck.

Chauncey H. Levy
Assignee

Siegel, Sommers & Schwartz
Attorneys for Assignee
2 Park Avenue
New York, New York

889-7570
Jim BELBNGER

EXHIBIT C

P & P EQUIPMENT CORPORATION

286 KINDERKAMACK RD.
RIVEREDGE, N.J. 07661
(201) 489-0050



PLATING, POLISHING EQUIP. & SUPPLY DIV
PLATING POWER DIVISION
MANAGEMENT & TECHNICAL CONSULTAN

February 8, 1985

Mr. Daniel Tinneney
448 Stove Avenue
Staten Island, NY 10306

Dear Sir:

I have just returned from a vacation and jury duty to find your 1/28/85 letter advising that you are terminating our month to lease at Carrol St., and we are to vacate the premises by 2/28/85.

Since one month's notice was and is not part of our agreement; and it is physically impossible to move the quantity of machinery and material stored at Carrol St. in this time limit, we request that you reconsider this notice.

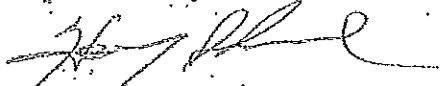
As we explained to you in late January, if you want to meet with me and negotiate a settlement of what you think is right or wrong and put same in the form of a lease or written agreement, we are ready to do same.

If you want to spend my money and your money on lawyers and court costs, we will both be losers because we believe our differences are not that far apart in dollars and cents and what is decided in court can be agreed to between ourselves amicably.

Thank you for reconsidering your notice of 1/28/85.

Very truly yours,

P & P EQUIPMENT CORP.


Harvey S. Levine

HSL:hc

EXHIBIT D

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED - NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENT TO	STREET AND NO.	P.O. STATE AND ZIP CODE	POSTAGE	CERTIFIED FEE	SPECIAL DELIVERY	RESTRICTED DELIVERY	SHOW TO WHOM AND DATE DELIVERED	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	TOTAL POSTAGE AND FEES	POSTMARK OR DATE
Seaway Export Packing Co. Inc.	383 Carroll St	Brooklyn, N.Y. 11232									1048	APR 1 1978
CONSULT POSTMASTER FOR FEES												
RETURN RECEIPT SERVICE												
OPTIONAL SERVICES												
POSTMARK OR DATE												

March 31st, 1978

Seaway Export Packing Co. Inc.
383 Carroll Street
Brooklyn, N.Y. 11232

Att: Mr. Arthur Belder

Re: Rental Agreement with S. Alexander

Gentlemen,

You are hereby notified that S. Alexander & Co. Inc. has this day sold its entire premises at 383-401 Carroll Street and 327-329 Bond Street, Brooklyn, N.Y., including that portion occupied by you to the purchaser shown below.

Beginning April 1st, 1978, therefore, your current monthly rental payment of \$140.00 should be made directly to:

VIDA AUTO SALVAGE CORP.
C/O DANIEL TINNEY
BROOKLYN BOULEVARD

Add your address in the "RETURN TO" space on

1. The following service is requested (check one).

- Show to whom and date delivered.
- Show to whom, date, and address of delivery.
- RESTRICTED DELIVERY
- Show to whom and date delivered.
- RESTRICTED DELIVERY.
- Show to whom, date, and address of delivery.

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:

Seaway Export Packing Co. Inc.
383 Carroll St
Brooklyn, N.Y.

3. ARTICLE DESCRIPTION:

REGISTERED NO. INSURED NO.

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE Address Authorized agent

APR 1 1978

SEAWAY EXPORT PACKING CO. INC.

383 CARROLL ST BROOKLYN N.Y.

5. ADDRESS (Complete only if registered)

6. UNABLE TO DELIVER - BECAUSE:

CLERK'S INITIALS

★ GPO : 1977-O-234-337

apella, President

EXHIBIT E

This Lease made the 31st day of OCTOBER 2005, between DANIEL TINNEY 888 15th COLASPRING CT SE N.Y. 10304

hereinafter referred to as LANDLORD, and COMILLA FOOD COIP - ATTHAMIEDO 2 HUSSAHT 1925 KENNINO R #40 BROOKLYN N.Y. 11230

hereinafter jointly, severally and collectively referred to as TENANT.

Witnesseth, that the Landlord hereby leases to the Tenant, and the Tenant hereby rents and takes

from the Landlord 4,500 S.F. BUILDING in the building known as 327-329 BOND ST BROOKLYN N.Y. 11231 to be used and occupied by the Tenant FOOD

and for no other purpose, for a term to commence on DECEMBER 1st 2005, and to end on NOVEMBER 30th 2013, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of 66,000.00 FOR 1st 2 YEARS WITH A 5% INCREASE FOR 2ND TWO YEARS AND NO MORE THAN A 15% INCREASE FOR EACH 2 YEARS FOR TERM OF LEASE.

all payable in equal monthly installments in advance on the first day of each and every calendar month during said term, except the first installment, which shall be paid upon the execution hereof.

THE TENANT JOINTLY AND SEVERALLY COVENANTS:

REPAIRS
ORDINANCES AND VIOLATIONS
EJECT
INDEMNITY AND RELEASE
MOVING IN JUNE
LEGALIZE COVENANTS
INSTRUCTION SIGN
AIR CONDITIONING
EJECT
LEASE NOT IN EFFECT
REPAIRS
RENT

FIRST.—That the Tenant will pay the rent as above provided.
SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the Federal, State and Local Governments, and of each and every department, bureau and office thereof, and of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and representatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with all orders and requirements of governmental authority applicable to said building or to any occupation thereof, under the Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and below; forever indemnify and save harmless the Landlord from and against any and all liability, penalties, damages, expenses and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the Tenant, or of the employees, agents, assigns or independent of the Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let" to be placed and to remain unobscured in a conspicuous place upon the exterior of the demised premises; repair, at or before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and condition.

THIRD.—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything, to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its contents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter, and will not, without the written consent of the Landlord first obtained in each case, either soil, assign, mortgage or transfer this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or describe any sign, signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit or system or other apparatus shall be installed or used without the prior written consent of Landlord.

IT IS MUTUALLY COVENANTED AND AGREED, THAT

FOURTH.—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant notice in writing of such decision, which notice shall be given as in Paragraph Twelve hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant fails to do so default under this lease then, upon the termination of the lease, unless the conditions provided set in the agreement immediately preceding, Tenant's liability for rent shall cease as of the day following the vacancy. Tenant hereby covenants to waive the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this article shall survive and continue in effect if the damage or destruction be due to the fault or neglect of Tenant the decision and be retained by and be the property of Tenant.

FIFTH.—If the whole or any part of the premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose then the term hereby granted shall cease from the time when possession of the premises is taken and claim to any such award, the current rent, however, in such case to be apportioned.

SIXTH.—If, before the commencement of the term, the Tenant be adjudged a bankrupt, or make a "general assignment," or take the benefit of any insolvency act, or if a Receiver or Trustee be appointed for the Tenant's property, or if this lease or the estate of the Tenant hereunder be transferred or pass to or devolve upon any other person or corporation, or if the Tenant shall default in the performance of any agreement by the Tenant contained in any other lease by the Tenant by the Landlord or by any corporation of which an officer of the Landlord is a Director, this lease shall thereby, at the option of the Landlord, be terminated and in that case, neither the Tenant nor anybody claiming under the Tenant shall be entitled to go into possession of the demised premises. If after the commencement of the term, any of the events mentioned above in this article shall occur, or if the Tenant shall make default in fulfilling any of the covenants of this lease, other than the covenants for the payment of rent, or if the demised premises become vacant or deserted, the Landlord may give to the Tenant, ten days notice of intention to terminate the term of this lease, and thereupon at the expiration of said ten days (if said condition herein and the basis of said notice shall continue to exist) the term under this lease shall expire as if it had duly done the date herein mentioned. Not later for the expiration of the term and the Tenant will then quit and surrender the demised premises to the Landlord, but the Tenant shall remain liable as hereinafter provided.

CIVIL COURT OF THE CITY OF NEW YORK

Index No. L&T 108324/00

County of Kings

Page of

Date 2/11/10

Part 52

Hon. ALMOND BRONKHORST

Colin O'Rourke
STIPULATION OF SETTLEMENT

The parties understand that each party has the right to a trial, the right to see a Judge at an and the right not to enter into a stipulation of settlement. However, after review of all the the parties agree that they do not want to go t and instead agree to the following stipulation settlement of the issues in this matter.

DANIEL TIMMONEY
Petitioner(s)

against

Comilla Food Corporation
Respondent(s)

Party (please print)	Added/Amended or Deleted	Appearance	No Appearance	No
Petitioner: DANIEL TIMMONEY		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respondent 1: Comilla Food Corporation		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respondent 2:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respondent 3:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resp. consent to a final judgment of Power
 The warrant for \$308.60 further, however the
 execution of the warrant is stayed to 2/15/10
 For Resp. to vacate Comilla Food Corp
 agrees that \$99,891.66 is due + owing, sha
 Resp's pay all outstanding arrears matters to b
 withdrawn by petitioner. Murska to notice
 may be preserved.

X [Signature]

A.Hy Resp.

[Signature]

A.Hy Per

[Signature]

[Signature]

EXHIBIT F

2-118-7C

718-429-0657 JAMES CHECK P84818

DUNS NO. 05106-0408 FED. ID NO: 39-6090019

GENERATOR SHIPPER/LOCATION

BILL TO: (IF DIFFERENT FROM LOCATION)

NAME: DAVIS Auto

INFORMATION / ATTENTION LINE:

DELIVERY ADDRESS: 385 CARROLL ST

CITY: BROOKLYN STATE: NY

ZIP: 11237

NAME:

INFORMATION / ATTENTION LINE:

DELIVERY ADDRESS:

CITY: STATE:

ZIP:

NAME TITLE SIGN

BRANCH NO. 2 LIB 06

BUSINESS TYPE CHAIN OUTER COUNTY SVC. P/C PROD. P/C

TERRITORY: CREDIT CODE: TAX EXEMPTION NO:

SERVICE DATE: 4/22/98 SALES REP NO: 1015 CUSTOMER P.O. NUMBER: CUSTOMER PHONE #: 718-242-2271 TAX CODE: 33-263-674

DEPT	SERVICE/PRODUCT	UNIT PRICE	QUANTITY	CHARGE	SALES TAX	TOTAL CHARGE	CHLORINE TEST RESULTS		SK DOT NUMBER	CC	SERVICE TERM	CHANGE SERVICE TERM (WEEKS/INITIAL)	CHANGE OCH DATES (Y/M/W)	PROMO NO.	RELEASE NO.
							HALOGEN TEST (PASS/FAIL)	CHLORINE TEST RESULTS (PPM) / TESTER'S INITIALS							
1	6601	8	100	45.00	5.36	70.36	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			24				
2							<input type="checkbox"/>	<input type="checkbox"/>							
3							<input type="checkbox"/>	<input type="checkbox"/>							
4							<input type="checkbox"/>	<input type="checkbox"/>							

TOTAL SERVICE/PRODUCTS: TANK CAPACITY: TRANSPORTER: DATE: 4/22/98

GENERATOR STATUS: CHECK ONLY ONE BOX BELOW

HAZARDOUS WASTE CLASSIFICATION: 1. NO PREQUAL REQUIRED; NO HALOGEN TEST; 2. NO PREQUAL REQUIRED; HALOGEN TEST AT PICK-UP; 3. PREQUAL REQUIRED; NO HALOGEN TEST; 4. PREQUAL REQUIRED; HALOGEN TEST AT PICK-UP

MANIFEST NO: USEPA TRANSPORTER ID NO: ILD984908202

GENERATOR USEPA ID NO: GENERATOR STATE ID NO:

PRINT NAME: SIGNATURE:

11. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID): USED OIL (REFUSED TO BE HAZARDOUS MATERIAL)

11. US DOT DESCRIPTION	12. CONTAINERS NO. / TYPE	13. TOTAL QUANTITY	14. UNIT WT/VOL	SK DOT NUMBER
USED OIL (REFUSED TO BE HAZARDOUS MATERIAL)	601A	100	685.0	

INTERMEDIATE FACILITY NAME AND ADDRESS: SAFETY-KLEEN CORP. (CORP RT ROBERTS CHICAGO IL 60611)

USA-EPA ID NO: 1-AC7049036 STATE ID NO:

CASH: TOTAL RECEIVED: 70.36

CHECK NUMBER: 7036

APPLY PAYMENT TO: TODAY'S SERVICE/SALE / PREVIOUS BALANCE AS FOLLOWS

INVOICE #2: AMOUNT \$: INVOICE #: AMOUNT \$:

PREVIOUS CREDIT CARD NO:

CREDIT CARD NO: AMEX VISA MC EXP. DATE:

CHARGE MY ACCOUNT FOR THIS TRANSACTION UNLESS OTHERWISE INDICATED IN THE PAYMENT RECEIVED SECTION

SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE AND MADE A PART HEREOF

Print Name: ALLEN B. T. GENERATOR/SHIPPER DESIGNATED REPRESENTATIVE SIGNATURE

TOTAL DUE: 70.36

P84818

8456

CUSTOMER REFERENCE INFORMATION:



SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CUSTOMER

Additional Terms and Conditions

Definition of Terms

When used in this document, the following terms shall have the meanings given below.

Used Oil means any oil that has been refined from crude oil, or any synthetic oil, that has been used and as a result of such use is contaminated by physical or chemical impurities. As used herein, Used Oil includes oil generated by individuals through the maintenance of their personal vehicles (household do-it-yourselfer used oil). Petroleum hydrocarbons used as solvents are specifically excluded from the definition of Used Oil.

Nonhazardous Wastes include spent materials that are not listed in 40 CFR Part 261 Subpart D and do not exhibit any of the characteristics included in 40 CFR Part 261 Subpart C.

Vehicle Fluids are limited to Used Oils, nonhazardous antifreeze, and oily waters originating from the maintenance of vehicles, and household do-it-yourselfer used oil. The term vehicle as used herein includes, but is not limited to automobiles, buses, trucks, tractors, aircraft and similar type vehicles utilizing internal combustion engines.

Non-Vehicle Fluids include all Used Oils and Nonhazardous Wastes that are not classified as Vehicle Fluids. Non-Vehicle Fluids include but are not limited to cutting oils, hydraulic fluids, compressor oils, metal working oils, and other nonhazardous aqueous waste streams. Mixtures of Non-Vehicle Fluids with Vehicle Fluids are classified as Non-Vehicle Fluids.

Nonconforming Wastes include 1) materials provided to Safety-Kleen which have been mixed, combined, or otherwise blended with materials containing regulated levels of polychlorinated biphenyls (PCBs); 2) materials provided to Safety-Kleen which have been mixed, combined, or otherwise blended with materials regulated as hazardous wastes under applicable laws including but not limited to 40 CFR Part 261 and 3) materials provided to Safety-Kleen that exhibit chemical or physical characteristics which deviate from the analytical results obtained from analysis of Customer's prequalification sample previously provided to Safety-Kleen.

CESQG, conditionally exempt small quantity generator. Customer is a CESQG if he generates no more than 100 kilograms of hazardous wastes in a given calendar month. In the event that Customer is located in a state that has adopted a more stringent definition, then the state definition shall apply.

SQG, small quantity generator. Customer is a SQG if he generates more than 100 kilograms but less than 1000 kilograms of hazardous wastes in a given calendar month. In the event that Customer is located in a state that has adopted a more stringent definition, then the state definition shall apply.

LQG, large quantity generator. Customer is a LQG if he generates more than 1000 kilograms of hazardous wastes in a given calendar month. In the event that Customer is located in a state that has adopted a more stringent definition, then the state definition shall apply.

Safety-Kleen Oil Service

Safety-Kleen oil service includes the collection, transportation, and recycling or treatment of Used Oils and Nonhazardous Wastes in accordance with requirements of 40 CFR Part 279 and applicable solid waste regulations. Customer is responsible for properly classifying its waste streams in accordance with the provisions of 40 CFR 262.1. Safety-Kleen will collect and transport the materials, based on Customer's representation of the materials, in accordance with all applicable local, state, and federal regulations, and may use third party transporters or rail companies to transport said material to its final destination. Safety-Kleen has the capacity and is permitted to accept, store, and reclaim or process the materials described on the reverse side of this document.

Based on representations made by Customer regarding the type of oil generated and the hazardous waste generation rate, Safety-Kleen may collect materials for the storage of regulated hazardous wastes. In addition, at the time of collection Safety-Kleen may take and retain a sample of the material collected. Upon request at the time of service Safety-Kleen will provide Customer with a retain sample of the material collected.

Warranties and Indemnification

Customer warrants and represents that the materials provided hereunder are limited to Used Oils, Nonhazardous Wastes, and/or CESQG wastes as defined above. Customer further warrants and represents that no Nonconforming Wastes, as defined above, have been provided to Safety-Kleen. Safety-Kleen relies on Customer's representations and Customer is responsible for informing Safety-Kleen of any process changes that may alter the characteristics of the materials provided to Safety-Kleen.

In the event that materials provided hereunder are found by Safety-Kleen not to conform, or are suspected of not conforming, with the representations provided herein, Customer agrees to provide Safety-Kleen or its representative, access to the tanks/containers which have stored the materials for the purpose of taking a sample of any remaining residuals.

In the event that any materials provided hereunder are found not to conform with the representations provided herein, Safety-Kleen may, at its option and allowed by law, return the materials, and all waste streams subsequently contaminated thereby, to Customer. Customer may cause such materials to be properly disposed of. Customer shall be responsible for all expenses incurred in the proper disposal of nonconforming Wastes, and the disposal of materials subsequently contaminated thereby. Customer agrees to indemnify and hold harmless Safety-Kleen, its officers, directors, employees and agents from and against any and all losses, expenses, damages, demands, claims, or judgments arising out of or relating to Customer's breach of these terms and conditions.

INVOICES REFLECTING CHARGES TO CUSTOMER ARE SUBJECT TO THE MAXIMUM RATE ALLOWED BY LAW ON ANY INVOICES THAT ARE NOT PAID WITHIN 30 DAYS IN THE EVENT OF DEFAULT. SAFETY-KLEEN SHALL BE ENTITLED TO RECOVER COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, IN THE EVENT THE CREDIT CARD ISSUER REFUSES TO CHARGE THIS TRANSACTION. YOU ARE AUTHORIZED TO CHARGE THE AMOUNT OF THIS TRANSACTION TO MYSAFETY-KLEEN CREDIT CARD.

SAFETY-KLEEN ACCEPTS THESE WARRANTIES OF FITNESS FOR USE AND PERFORMANCE OF THE SERVICES PROVIDED HEREUNDER IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS. CUSTOMER ENTERING INTO THIS AGREEMENT TO TRANSPORT THE USED FLUIDS IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT CUSTOMER EXPRESSLY WAIVES, DEFENDS, AND HOLDS SAFETY-KLEEN HARMLESS FOR ANY AND ALL DAMAGES SUFFERED BY CUSTOMER ARISING OUT OF OR RELATING TO ITS BREACH OF THE AGREEMENT OR ITS POSSESSION AND/OR USE OF THE SERVICES PROVIDED HEREUNDER.

IN ADDITION TO AN IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT CUSTOMER EXPRESSLY WAIVES, DEFENDS, AND HOLDS SAFETY-KLEEN HARMLESS FOR ANY AND ALL DAMAGES SUFFERED BY CUSTOMER ARISING OUT OF OR RELATING TO ITS BREACH OF THE AGREEMENT OR ITS POSSESSION AND/OR USE OF THE SERVICES PROVIDED HEREUNDER.

1. THE MATERIALS PROVIDED HEREUNDER HAVE NOT BEEN MIXED, COMBINED OR OTHERWISE BLENDED IN ANY QUANTITY WITH MATERIALS CONTAINING POLYCHLORINATED BIPHENYLS (PCBS) OR ANY OTHER MATERIAL REGULATED AS A HAZARDOUS WASTE UNDER APPLICABLE LAWS INCLUDING BUT NOT LIMITED TO 40 CFR PART 261.

2. THE BOX CHECKED IN THE GENERATOR STATUS SECTION ACCURATELY REFLECTS CUSTOMER'S HAZARDOUS WASTE STATUS AND THE TYPE OF FLUIDS GENERATED, AS DEFINED ON THE BACK OF THIS DOCUMENT.

CUSTOMER AGREES TO INDEMNIFY AND HOLD SAFETY-KLEEN CORPORATION HARMLESS FOR ANY DAMAGES, COSTS, ATTORNEY'S FEES, ETC. ARISING OUT OF OR IN ANYWAY RELATED TO A BREACH BY CUSTOMER OF THE ABOVE WARRANTY OR THE ADDITIONAL TERMS AND CONDITIONS.

STATE OF NEW HAMPSHIRE CERTIFICATION (N.H. CUSTOMERS ONLY)

This used oil is destined to be recycled and is subject to regulation under the New Hampshire Department of Environmental Services under Part ENV-WM 807.1, certified as not-hazardous waste under Part ENV-WM 807.04 and that I have not mixed this used oil with any hazardous wastes and Chapter ENV-WM 400 or any used oil classified as a hazardous waste under 807.04. Customer signature required on front.

New Hampshire Department of Environmental Services
We Care
1000 State Street, Concord, NH 03302
603-271-3000
www.des.state.nh.us

Table with multiple columns containing tracking information, including dates, times, and various alphanumeric codes. The table is oriented vertically on the page.

2 118 06

18-429-0657 JAMES CHECK P69706

DUNS NO. 05106-0408 FED. ID NO. 39-6090019
 GENERATOR LOCATION: BILL TO (IF DIFFERENT FROM LOCATION)

NAME: KNOX JAMES EMMETT JR	NAME: [REDACTED]
DELIVERY ADDRESS: BBS (CROSS)	DELIVERY ADDRESS: [REDACTED]
INFORMATION ATTENTION LINE: [REDACTED]	INFORMATION ATTENTION LINE: [REDACTED]
CITY & STATE: KNOX TN	CITY & STATE: [REDACTED]
ZIP: 37911	ZIP: [REDACTED]
TAX CODE: B378007A3	TAX CODE: [REDACTED]

LOCATION: [REDACTED]	SIC CODE: [REDACTED]
BUSINESS TYPE: [REDACTED]	CHAIN: [REDACTED]
ASSOCIATION: [REDACTED]	SVC: [REDACTED]
PROD: [REDACTED]	PIC: [REDACTED]
SALES TAX EXEMPTION NUMBER: [REDACTED]	

DATE PLACED: 9/24/98	SALES REP. NO: 0503	CUSTOMER'S P.O. NUMBER: [REDACTED]	CUSTOMER PHONE NO: (615) 243-2021	HANDLING CODE: [REDACTED]	CREDIT CODE: C	SERVICE TAX: 0825	I.C.O.M.S. TAX: 0825	PRODUCT TAX: 0825
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DEPT	SERVICE/PRODUCT	SERIAL NUMBER	REMARKS/UNIT PRICE	QUAN.	CHARGE	SALES TAX	TOTAL CHARGE	SOLVENT/DRUMS (CLEAN / SPENT)	CC	SERVICE TERM	SCHEDULE	PRICE	INV. CODE	PROMO NO.	RELEASE NO.	MSD GIVE
1	50000	67106		1	112.00	9.24	121.24	17.9		8	90	21				
2																
3																
4		1003	Start Feb	1	25.00	2.06	27.06									
5																
6																
7																

TOTAL SERVICE/PRODUCTS	2	137.00	11.30	148.30	REFUSED SERVICE EXPLAIN: [REDACTED]	(1) NEW APPLICATION (2) REPLACE DEFECTIVE MACHINE (3) REPLACE COMPETITIVE MACHINE (4) REPLACE HOME MADE VAT (5) ADDITIONAL MACHINE
MANIFEST NO:	USEPA TRANSPORTER ID NO:	GENERATOR USEPA ID NO:	GENERATOR STATE ID NO:	PLACEMENT CODES		
	11D984908202					

11. US DOT DESCRIPTION (INCLUDING PROPER SHIPPING NAME, HAZARD CLASS, AND ID): Waste from 5051, 510, 1000, 1005, 1008, 1010, 1012, 1015, 1018, 1020, 1025, 1030, 1035, 1040, 1045, 1050, 1055, 1060, 1065, 1070, 1075, 1080, 1085, 1090, 1095, 1100, 1105, 1110, 1115, 1120, 1125, 1130, 1135, 1140, 1145, 1150, 1155, 1160, 1165, 1170, 1175, 1180, 1185, 1190, 1195, 1200, 1205, 1210, 1215, 1220, 1225, 1230, 1235, 1240, 1245, 1250, 1255, 1260, 1265, 1270, 1275, 1280, 1285, 1290, 1295, 1300, 1305, 1310, 1315, 1320, 1325, 1330, 1335, 1340, 1345, 1350, 1355, 1360, 1365, 1370, 1375, 1380, 1385, 1390, 1395, 1400, 1405, 1410, 1415, 1420, 1425, 1430, 1435, 1440, 1445, 1450, 1455, 1460, 1465, 1470, 1475, 1480, 1485, 1490, 1495, 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1550, 1555, 1560, 1565, 1570, 1575, 1580, 1585, 1590, 1595, 1600, 1605, 1610, 1615, 1620, 1625, 1630, 1635, 1640, 1645, 1650, 1655, 1660, 1665, 1670, 1675, 1680, 1685, 1690, 1695, 1700, 1705, 1710, 1715, 1720, 1725, 1730, 1735, 1740, 1745, 1750, 1755, 1760, 1765, 1770, 1775, 1780, 1785, 1790, 1795, 1800, 1805, 1810, 1815, 1820, 1825, 1830, 1835, 1840, 1845, 1850, 1855, 1860, 1865, 1870, 1875, 1880, 1885, 1890, 1895, 1900, 1905, 1910, 1915, 1920, 1925, 1930, 1935, 1940, 1945, 1950, 1955, 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 2680, 2685, 2690, 2695, 2700, 2705, 2710, 2715, 2720, 2725, 2730, 2735, 2740, 2745, 2750, 2755, 2760, 2765, 2770, 2775, 2780, 2785, 2790, 2795, 2800, 2805, 2810, 2815, 2820, 2825, 2830, 2835, 2840, 2845, 2850, 2855, 2860, 2865, 2870, 2875, 2880, 2885, 2890, 2895, 2900, 2905, 2910, 2915, 2920, 2925, 2930, 2935, 2940, 2945, 2950, 2955, 2960, 2965, 2970, 2975, 2980, 2985, 2990, 2995, 3000, 3005, 3010, 3015, 3020, 3025, 3030, 3035, 3040, 3045, 3050, 3055, 3060, 3065, 3070, 3075, 3080, 3085, 3090, 3095, 3100, 3105, 3110, 3115, 3120, 3125, 3130, 3135, 3140, 3145, 3150, 3155, 3160, 3165, 3170, 3175, 3180, 3185, 3190, 3195, 3200, 3205, 3210, 3215, 3220, 3225, 3230, 3235, 3240, 3245, 3250, 3255, 3260, 3265, 3270, 3275, 3280, 3285, 3290, 3295, 3300, 3305, 3310, 3315, 3320, 3325, 3330, 3335, 3340, 3345, 3350, 3355, 3360, 3365, 3370, 3375, 3380, 3385, 3390, 3395, 3400, 3405, 3410, 3415, 3420, 3425, 3430, 3435, 3440, 3445, 3450, 3455, 3460, 3465, 3470, 3475, 3480, 3485, 3490, 3495, 3500, 3505, 3510, 3515, 3520, 3525, 3530, 3535, 3540, 3545, 3550, 3555, 3560, 3565, 3570, 3575, 3580, 3585, 3590, 3595, 3600, 3605, 3610, 3615, 3620, 3625, 3630, 3635, 3640, 3645, 3650, 3655, 3660, 3665, 3670, 3675, 3680, 3685, 3690, 3695, 3700, 3705, 3710, 3715, 3720, 3725, 3730, 3735, 3740, 3745, 3750, 3755, 3760, 3765, 3770, 3775, 3780, 3785, 3790, 3795, 3800, 3805, 3810, 3815, 3820, 3825, 3830, 3835, 3840, 3845, 3850, 3855, 3860, 3865, 3870, 3875, 3880, 3885, 3890, 3895, 3900, 3905, 3910, 3915, 3920, 3925, 3930, 3935, 3940, 3945, 3950, 3955, 3960, 3965, 3970, 3975, 3980, 3985, 3990, 3995, 4000, 4005, 4010, 4015, 4020, 4025, 4030, 4035, 4040, 4045, 4050, 4055, 4060, 4065, 4070, 4075, 4080, 4085, 4090, 4095, 4100, 4105, 4110, 4115, 4120, 4125, 4130, 4135, 4140, 4145, 4150, 4155, 4160, 4165, 4170, 4175, 4180, 4185, 4190, 4195, 4200, 4205, 4210, 4215, 4220, 4225, 4230, 4235, 4240, 4245, 4250, 4255, 4260, 4265, 4270, 4275, 4280, 4285, 4290, 4295, 4300, 4305, 4310, 4315, 4320, 4325, 4330, 4335, 4340, 4345, 4350, 4355, 4360, 4365, 4370, 4375, 4380, 4385, 4390, 4395, 4400, 4405, 4410, 4415, 4420, 4425, 4430, 4435, 4440, 4445, 4450, 4455, 4460, 4465, 4470, 4475, 4480, 4485, 4490, 4495, 4500, 4505, 4510, 4515, 4520, 4525, 4530, 4535, 4540, 4545, 4550, 4555, 4560, 4565, 4570, 4575, 4580, 4585, 4590, 4595, 4600, 4605, 4610, 4615, 4620, 4625, 4630, 4635, 4640, 4645, 4650, 4655, 4660, 4665, 4670, 4675, 4680, 4685, 4690, 4695, 4700, 4705, 4710, 4715, 4720, 4725, 4730, 4735, 4740, 4745, 4750, 4755, 4760, 4765, 4770, 4775, 4780, 4785, 4790, 4795, 4800, 4805, 4810, 4815, 4820, 4825, 4830, 4835, 4840, 4845, 4850, 4855, 4860, 4865, 4870, 4875, 4880, 4885, 4890, 4895, 4900, 4905, 4910, 4915, 4920, 4925, 4930, 4935, 4940, 4945, 4950, 4955, 4960, 4965, 4970, 4975, 4980, 4985, 4990, 4995, 5000, 5005, 5010, 5015, 5020, 5025, 5030, 5035, 5040, 5045, 5050, 5055, 5060, 5065, 5070, 5075, 5080, 5085, 5090, 5095, 5100, 5105, 5110, 5115, 5120, 5125, 5130, 5135, 5140, 5145, 5150, 5155, 5160, 5165, 5170, 5175, 5180, 5185, 5190, 5195, 5200, 5205, 5210, 5215, 5220, 5225, 5230, 5235, 5240, 5245, 5250, 5255, 5260, 5265, 5270, 5275, 5280, 5285, 5290, 5295, 5300, 5305, 5310, 5315, 5320, 5325, 5330, 5335, 5340, 5345, 5350, 5355, 5360, 5365, 5370, 5375, 5380, 5385, 5390, 5395, 5400, 5405, 5410, 5415, 5420, 5425, 5430, 5435, 5440, 5445, 5450, 5455, 5460, 5465, 5470, 5475, 5480, 5485, 5490, 5495, 5500, 5505, 5510, 5515, 5520, 5525, 5530, 5535, 5540, 5545, 5550, 5555, 5560, 5565, 5570, 5575, 5580, 5585, 5590, 5595, 5600, 5605, 5610, 5615, 5620, 5625, 5630, 5635, 5640, 5645, 5650, 5655, 5660, 5665, 5670, 5675, 5680, 5685, 5690, 5695, 5700, 5705, 5710, 5715, 5720, 5725, 5730, 5735, 5740, 5745, 5750, 5755, 5760, 5765, 5770, 5775, 5780, 5785, 5790, 5795, 5800, 5805, 5810, 5815, 5820, 5825, 5830, 5835, 5840, 5845, 5850, 5855, 5860, 5865, 5870, 5875, 5880, 5885, 5890, 5895, 5900, 5905, 5910, 5915, 5920, 5925, 5930, 5935, 5940, 5945, 5950, 5955, 5960, 5965, 5970, 5975, 5980, 5985, 5990, 5995, 6000, 6005, 6010, 6015, 6020, 6025, 6030, 6035, 6040, 6045, 6050, 6055, 6060, 6065, 6070, 6075, 6080, 6085, 6090, 6095, 6100, 6105, 6110, 6115, 6120, 6125, 6130, 6135, 6140, 6145, 6150, 6155, 6160, 6165, 6170, 6175, 6180, 6185, 6190, 6195, 6200, 6205, 6210, 6215, 6220, 6225, 6230, 6235, 6240, 6245, 6250, 6255, 6260, 6265, 6270, 6275, 6280, 6285, 6290, 6295, 6300, 6305, 6310, 6315, 6320, 6325, 6330, 6335, 6340, 6345, 6350, 6355, 6360, 6365, 6370, 6375, 6380, 6385, 6390, 6395, 6400, 6405, 6410, 6415, 6420, 6425, 6430, 6435, 6440, 6445, 6450, 6455, 6460, 6465, 6470, 6475, 6480, 6485, 6490, 6495, 6500, 6505, 6510, 6515, 6520, 6525, 6530, 6535, 6540, 6545, 6550, 6555, 6560, 6565, 6570, 6575, 6580, 6585, 6590, 6595, 6600, 6605, 6610, 6615, 6620, 6625, 6630, 6635, 6640, 6645, 6650, 6655, 6660, 6665, 6670, 6675, 6680, 6685, 6690, 6695, 6700, 6705, 6710, 6715, 6720, 6725, 6730, 6735, 6740, 6745, 6750, 6755, 6760, 6765, 6770, 6775, 6780, 6785, 6790, 6795, 6800, 6805, 6810, 6815, 6820, 6825, 6830, 6835, 6840, 6845, 6850, 6855, 6860, 6865, 6870, 6875, 6880, 6885, 6890, 6895, 6900, 6905, 6910, 6915, 6920, 6925, 6930, 6935, 6940, 6945, 6950, 6955, 6960, 6965, 6970, 6975, 6980, 6985, 6990, 6995, 7000, 7005, 7010, 7015, 7020, 7025, 7030, 7035, 7040, 7045, 7050, 7055, 7060, 7065, 7070, 7075, 7080, 7085, 7090, 7095, 7100, 7105, 7110, 7115, 7120, 7125, 7130, 7135, 7140, 7145, 7150, 7155, 7160, 7165, 7170, 7175, 7180, 7185, 7190, 7195, 7200, 7205, 7210, 7215, 7220, 7225, 7230, 7235, 7240, 7245, 7250, 7255, 7260, 7265, 7270, 7275, 7280, 7285, 7290, 7295, 7300, 7305, 7310, 7315, 7320, 7325, 7330, 7335, 7340, 7345, 7350, 7355, 7360, 7365, 7370, 7375, 7380, 7385, 7390, 7395, 7400, 7405, 7410, 7415, 7420, 7425, 7430, 7435, 7440, 7445, 7450, 7455, 7460, 7465, 7470, 7475, 7480, 7485, 7490, 7495, 7500, 7505, 7510, 7515, 7520, 7525, 7530, 7535, 7540, 7545, 7550, 7555, 7560, 7565, 7570, 7575, 7580, 7585, 7590, 7595, 7600, 7605, 7610, 7615, 7620, 7625, 7630, 7635, 7640, 7645, 7650, 7655, 7660, 7665, 7670, 7675, 7680, 7685, 7690, 7695, 7700, 7705, 7710, 7715, 7720, 7725, 7730, 7735, 7740, 7745, 7750, 7755, 7760, 7765, 7770, 7775, 7780, 7785, 7790, 7795, 7800, 7805, 7810, 7815, 7820, 7825, 7830, 7835, 7840, 7845, 7850, 7855, 7860, 7865, 7870, 7875, 7880, 7885, 7890, 7895, 7900, 7905, 7910, 7915, 7920, 7925, 7930, 7935, 7940, 7945, 7950, 7955, 7960, 7965, 7970, 7975, 7980, 7985, 7990, 7995, 8000, 8005, 8010, 8015, 8020, 8025, 8030, 8035, 8040, 8045, 8050, 8055, 8060, 8065, 8070, 8075, 8080, 8085, 8090, 8095, 8100, 8105, 8110, 8115, 8120, 8125, 8130, 8135, 8140, 8145, 8150, 8155, 8160, 8165, 8170, 8175, 8180, 8185, 8190, 8195, 8200, 8205, 8210, 8215, 8220, 8225, 8230, 8235, 8240, 8245, 8250, 8255, 8260, 8265, 8270, 8275, 8280, 8285, 8290, 8295, 8300, 8305, 8310, 8315, 8320, 8325, 8330, 8335, 8340, 8345, 8350, 8355, 8360, 8365, 8370, 8375, 8380, 8385, 8390, 8395, 8400, 8405, 8410, 8415, 8420, 8425, 8430, 8435, 8440, 8445, 8450, 8455, 8460, 8465, 8470, 8475, 8480, 8485, 8490, 8495, 8500, 8505, 8510, 8515, 8520, 8525, 8530, 8535, 8540, 8545, 8550, 8555, 8560, 8565, 8570, 8575, 8580, 8585, 8590, 8595, 8600, 8605, 8610, 8615, 8620, 8625, 8630, 8635, 8640, 8645, 8650, 8655, 8660, 8665, 8670, 8675, 8680, 8685, 8690, 8695, 8700, 8705, 8710, 8715, 8720, 8725, 8730, 8735, 8740, 8745, 8750, 8755, 8760, 8765, 8770, 8775, 8780, 8785, 8790, 8795, 8800, 8805, 8810, 8815, 8820, 8825, 8830, 8835, 8840, 8845, 8850, 8855, 8860, 8865, 8870, 8875, 8880, 8885, 8890, 8895, 8900, 8905, 8910, 8915, 8920, 8925, 8930, 8935, 8940, 8945, 8950, 8955, 8960, 8965, 8970, 8975, 8980, 8985, 8990, 8995, 9000, 9005, 9010, 9015, 9020, 9025, 9030, 9035, 9040, 9045, 9050, 9055, 9060, 9065, 9070, 9075, 9080, 9085, 9090, 9095, 9100, 9105, 9110, 9115, 9120, 9125, 9130, 9135, 9140, 9145, 9150, 9155, 9160, 9165, 9170, 9175, 9180, 9185, 9190, 9195, 9200, 9205, 9210, 9215, 9220, 9225, 9230, 9235, 9240, 9245, 9250, 9255, 9260, 9265, 9270, 9275, 9280, 9285, 9290, 9295, 9300, 9305, 9310, 9315, 9320, 9325, 9330, 9335, 9340, 9345, 9350, 9355, 9360, 9365, 9370, 9375, 9380, 9385, 9390, 9395, 9400, 9405, 9410, 9415, 9420, 9425, 9430, 9435, 9440, 9445, 9450, 9455, 9460, 9465, 9470, 9475, 9480, 9485, 9490, 9495, 9500, 9505
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63433

State of New Jersey Department of Environmental Protection and Energy Hazardous Waste Regulation Program Manifest Section

CN 421, Trenton, NJ 08625-0421

Please type or print in block letters. (Form designed for use on elite (12-pitch) typewriter.) Form Approved OMB No. 2050-0039 Expires 9-3

UNIFORM HAZARDOUS WASTE MANIFEST form with sections for Generator, Transporter, Facility, and Material descriptions. Includes fields for names, addresses, phone numbers, EPA IDs, and a table for waste materials.

In case of an emergency or spill immediately call the state the emergency occurred in and the N.J. Dept. of Environmental Protection and Energy. (609) 292-7172

GENERATOR

TRANSPORTER

FACILITY

Provide print of form (12) that authorizes use in the unincorporated areas only

Form Approved, OMB No. 2030-0120, Exp. 6-30-84

<p>1. Installation's EPA ID Number (Add 'X' in the 2nd position)</p> <p><input checked="" type="checkbox"/> A. Final Installation <input type="checkbox"/> B. Subsequent Installation</p>	<p>Notification of Regulated Waste Activity</p> <p>U.S. Environmental Protection Agency</p>	<p>Date Received (For Official Use Only)</p>
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<p>2. Name of Installation (Include company and specific site name)</p>	<p>3. Installation's EPA ID Number</p>
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<p>4. Hours of Installation (Include company and specific site name)</p>	<p>5. Location of Installation (Physical address, not P.O. Box or Route Number)</p>
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<p>Street</p> <p>385 CHARLOTT STREET</p> <p>Street (continued)</p>
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<p>City or Town</p> <p>BROOKLYN</p>	<p>State ZIP Code</p> <p>NY 11237</p>
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<p>County Code</p> <p>41</p>	<p>County Name</p> <p>KINGS</p>
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<p>6. Installation Mailing Address (See instructions)</p> <p>Street or P.O. Box</p> <p>51ME</p>

<p>City or Town</p>	<p>State ZIP Code</p>
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<p>7. Installation Contact (Person to be contacted in case of emergency or other questions)</p> <p>Name (Last)</p> <p>77 WEX</p>	<p>Phone Number (Area code, street number and number)</p> <p>715 243 2227</p>
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<p>8. Installation Contact Address (See instructions)</p> <p>A. Complete address (e.g. Street or P.O. Box)</p> <p>Location</p> <p>NY</p>
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<p>City or Town</p>	<p>State ZIP Code</p>
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<p>9. Owner's Name (See instructions)</p> <p>A. Name of Installation's Regulator</p> <p>BANNY ATWOOD</p>
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<p>Street, P.O. Box, or Route Number</p> <p>385 CHARLOTT STREET</p>

<p>City or Town</p> <p>BROOKLYN</p>	<p>State ZIP Code</p> <p>NY 11237</p>
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<p>B. Land Type</p> <p>C. Owner Type</p> <p>D. Change of Owner Indicator</p> <p>(Date Change Month Day)</p>

WELLINGTON, LTD.

805 Black Horse Pike, # 4
Turnersville, NJ 08012
(609) 398-0100 (800) 242-1785
Fax (609) 374-0279

SERVICE AGREEMENT

- GENERAL:** This agreement is made in full satisfaction of all hazardous waste generated by the signatory of this Agreement hereafter, to be disposed of at the site of the Waste Management, Inc. or its authorized Treatment, Storage, Disposal Facility.
- HAZARDOUS WASTE:** This waste is defined by the Department of Environmental Protection as waste materials as described in the previously submitted Manifest and is not to be disposed of on the signatory's premises. The waste is not to be mixed with any waste other than that of the same or similar nature. This waste includes, but is not limited to, petroleum waste, organic solvents, inorganic acids, and other waste of some other similar nature.
- STORAGE CONTAINERS:** Containers will comply with such containers, of amount limited capacity and 200 gallons for waste storage according to applicable state and local regulations. Containers to be used for the storage of hazardous waste must be placed in these containers only and must be clearly labeled and marked with the appropriate identification.
- RISK OF SCHEDULE & FEES:**

Pick Ups Per Year

Scheduled; Pick Up Only

Maximum Total Gallons

15

Appropriate Pick Up Interval

1/2

Total Fee

\$345.00

Fee For Gallon Overage

PER CONTRACT

Pick-up events scheduled by the signatory shall be performed by the signatory. The signatory shall be responsible for any pickup caused by Customer's negligence or delay, and a cancellation shall be indicated the previous business hours in advance, and a fee of \$50 for pickup rescheduling level 1, less a \$250 fee.

- TERMS:** A good purchase order is required for all orders. Delivery by the signatory.
- CUSTOMER CERTIFICATION:** Customer certifies that the signatory is not a generator of hazardous waste, and hereby authorizes Wellington to supply and transport such hazardous waste to the appropriate site of disposal. Signature of Customer's representative for the waste must be obtained and signed by the signatory.
- TERM OF AGREEMENT:** This Agreement is automatic all terms and upon 150 gallons of hazardous waste pickup, or upon exceed the maximum total gallons allowed, or upon the expiration of the term of the agreement, whichever is first.

5. INFORMATION:

Company Name: TRADING ENTERPRISES SP-1

Address: 385 CARROLL STREET 11/19/95

City/State/Zip: BROOKLYN, NY 11201 11/19/95

Fax: SAME 0212-3100

Contact Name: DANNY Business Office

Owner's Name: FRANK Contract Responsibility

9. PAYMENT:

Total: \$345.00 Contract

10. ACCEPTED AND AGREED:

Customer Signature: _____

Full Name & Title: _____

Date: 1/10/95

Accepted By: Samuel S.

Wellington Express Service

Director of Sales

Title: _____

Date: _____

WESTERN BELL TELEPHONE CO.
1-800-242-1743

WESTERN BELL TELEPHONE CO.
TELEPHONE SERVICE

FAX TO: (609) 426-1111

DATE: 1-10-90
TO: [Handwritten Name]
COMPANY: [Handwritten Company Name]
FAX # (118): [Handwritten Number] (USE FRONT COVER)
FROM: [Handwritten Name] (609) 426-1111

COMMENTS: [Handwritten Notes]

THANKS

IF YOU WANT
GET YOUR SERVICE
START A NEW

[Circular Stamp]

[Circular Stamp]

[Circular Stamp]

[Circular Stamp]

TWO DANS ENTERPRISES LTD.

385 CARROLL ST.
BROOKLYN, NY 11231

1-8185
210

1/10 19 95

PAY
TO THE
ORDER OF

Wellington, LTD

\$ 245

Two Hundred Forty Five

DOLLAR

CITIBANK

CITIBANK N.A. BR. #185
378 COURT STREET
BROOKLYN, NY 11231

FOR

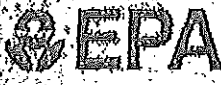
EPA

Daniel J. ...

⑈003391⑈⑈021000089⑈23659903⑈

Please print or type (12 Characters per Inch) in the unshaded areas only

Form Approved, OMB No. 2050-0028, Expire GSA No. 02-

Please refer to the instructions for Filing Notification before completing this form. The information requested here is required by law (Section 3010 of the Resource Conservation and Recovery Act).	 <h1 style="margin: 0;">Notification of Regulated Waste Activity</h1> <p>United States Environmental Protection Agency</p>	Date Received (For Official Use Only)
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I. Installation's EPA ID Number (Mark 'X' in the appropriate box)

<input checked="" type="checkbox"/> A. First Notification	<input type="checkbox"/> B. Subsequent Notification (complete item C)	C. Installation's EPA ID Number
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II. Name of Installation (include company and specific site name)

TWO DANS ENTERPRISES

III. Location of Installation (Physical address not P.O. Box or Route Number)

Street

385 CARROLL STREET

Street (continued)

City or Town BROOKLYN	State NY	ZIP Code 11231-
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County Code	County Name KINGS
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IV. Installation Mailing Address (See Instructions)

Street or P.O. Box

SAME

City or Town	State	ZIP Code
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V. Installation Contact (Person to be contacted regarding waste activities at site)

Name (last) TINNEY	(first) DANNY
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Job Title OWNER	Phone Number (area code and number) 718-243-2227
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VI. Installation Contact Address (See Instructions)

<input checked="" type="checkbox"/> A. Contact Address Location Mailing	<input type="checkbox"/> B. Street or P.O. Box
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City or Town	State	ZIP Code
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VII. Ownership (See Instructions)

A. Name of Installation's Legal Owner

DANNY TINNEY

Street, P.O. Box, or Route Number

385 CARROLL STREET

City or Town BROOKLYN	State NY	ZIP Code 11231-
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Phone Number (area code and number)	B. Land Type <input type="checkbox"/>	C. Owner Type <input type="checkbox"/>	D. Change of Owner Indicator Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	(Date Changed) Month Day
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Please print of type (12 Characters per Inch) in the unshaded areas only

Form Approved, OMB No. 2050-0028, Expires 10-31
GSA No. 0246-EPA

ID - For Official Use Only

VIII. Type of Regulated Waste Activity (Mark 'X' in the appropriate boxes. Refer to instructions.)

A. Hazardous Waste Activity		B. Used Oil Fuel Activities
<input type="checkbox"/> 1. Generator (See instructions) <input type="checkbox"/> a. Greater than 1000kg/mo (2,200 lbs.) <input checked="" type="checkbox"/> b. 100 to 1000 kg/mo (220 - 2,200 lbs.) <input checked="" type="checkbox"/> c. Less than 100 kg/mo (220 lbs.)	<input type="checkbox"/> 3. Treater, Storer, Disposer (at installation) Note: A permit is required for this activity; see instructions. <input type="checkbox"/> 4. Hazardous Waste Fuel <input type="checkbox"/> a. Generator Marketing to Burner <input type="checkbox"/> b. Other Marketers <input type="checkbox"/> c. Burner - indicate device(s) - Type of Combustion Device <input type="checkbox"/> 1. Utility Boiler <input type="checkbox"/> 2. Industrial Boiler <input type="checkbox"/> 3. Industrial Furnace <input type="checkbox"/> 5. Underground Injection Control	<input type="checkbox"/> 1. Off-Specification Used Oil Fuel <input type="checkbox"/> a. Generator Marketing to Burner <input type="checkbox"/> b. Other Marketer <input type="checkbox"/> c. Burner - indicate device(s) - Type of Combustion Device <input type="checkbox"/> 1. Utility Boiler <input type="checkbox"/> 2. Industrial Boiler <input type="checkbox"/> 3. Industrial Furnace <input type="checkbox"/> 2. Specification Used Oil Fuel Marketer (or On-site Burner) Who First Claims the Oil Meets the Specification
<input type="checkbox"/> 2. Transporter (Indicate Mode in boxes 1-5 below) <input type="checkbox"/> a. For own waste only <input checked="" type="checkbox"/> b. For commercial purposes Mode of Transportation: <input type="checkbox"/> 1. Air <input type="checkbox"/> 2. Rail <input type="checkbox"/> 3. Highway <input type="checkbox"/> 4. Water <input type="checkbox"/> 5. Other - specify		

IX. Description of Regulated Wastes (Use additional sheets if necessary)

A. Characteristics of Nonlisted Hazardous Wastes. Mark 'X' in the boxes corresponding to the characteristics of nonlisted hazardous wastes your installation handles. (See 40 CFR Parts 261.20 - 261.24)

1. Ignitable (D001)	2. Corrosive (D002)	3. Reactive (D003)	4. EP Toxic (D000)	(List specific EPA hazardous waste number(s) for the EP Toxic contaminant(s))
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

B. Listed Hazardous Wastes. (See 40 CFR 261.31 - 33. See instructions if you need to list more than 12 waste codes.)

1 F003	2 F005	3 D035	4	5	6
7	8	9	10	11	12

C. Other Wastes. (State of other wastes requiring an I.D. number. See instructions.)

1	2	3	4	5	6
---	---	---	---	---	---

X. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature <i>Daniel Dennis</i>	Name and Official Title (type or print) <i>Daniel Dennis PRES</i>	Date Signed <i>1/10/95</i>
-----------------------------------	--	-------------------------------

XI. Comments

Comments section with multiple blank lines for text entry.

Note: Mail completed form to the appropriate EPA Regional or State Office. (See Section III of the booklet for addresses.)

MARISOL, INC.

MATERIAL PROFILE

Profile No.

125 FACTORY LANE
MIDDLESEX, NJ 08846
908-469-5100
FAX 908-469-1957

Preferably Type or print clearly

Rep. Initials

Broker Name
WELLINGTON, LTD.

If you wish a unique profile #, cross or white out the above #

Generator Name **TWO DANS ENTERPRISES** Generator EPA ID No. SIC Code(s)

Mailing Address **385 CARROLL STREET
BROOKLYN NY 11231** Generator Contact **DANNY TINN**

Facility Address (If different from above) **SAME** Title **OWNER**

Description of Material **WASTE PAINT RELATED** Process Which Generates This Material (Be Specific) **WASTE PAINT/SOLVENT/SPRAY GUN CLEANING**

Volume Frequency Container Drums Bulk

ENTER ALL COMPOSITION DATA IN WEIGHT PERCENT

PH From **6** to **8** Exact Halogens (%)

Flash Point: Temperature: **<100F** Method: Value: Method:

Physical State @ 60 degrees F Solid Liquid Semi-Solid Value: Method:

Layering None Bilayered Multilayered Viscosity **THIN** Units:

Suspended or Dissolved Solids By Volume (%) Incompatibility and Reactivity With:

Minimum: Maximum: Settleable Solids by Volume (%)

Specific Gravity @ 60 degrees F **0.750 - 1.100** Minimum: Maximum:

Thousands of BTU's per Pound Appearance and Odor

<1 1-5 5-9 9-12 12-16 16-20 Describe: **MILD/SOLVENT**

Other: Water Solubility:

PLEASE IDENTIFY AND QUANTIFY ALL KNOWN COMPONENTS AND/OR CONTAMINANTS. IF ANALYSIS WAS PERFORMED OTHER THAN REQUESTED, PLEASE AMEND ACCORDINGLY.

CHEMICAL COMPOSITION (Attach Appropriate MSDS's)				METALS AND OTHER SUBSTANCES			
Specify (circle) WEIGHT or VOLUME percent	CAS #	Min.	Max.	Avg.	None <input checked="" type="checkbox"/> Total ppm	TCLP	
SUBSTANCE (Averages must add to 100%)					Asent (As)	Beryllium (Be)	
WASTE PAINT AND/OR SOLVENTS				100%	Barium (Ba)	Cobalt (Co)	
e.g. ACETONE					Cadmium (Cd)	Copper (Cu)	
MEK					Chromium (Cr)	Manganese (Mn)	
TOLUENE					Lead (Pb)	Zinc (Zn)	
XYLENE					Mercury (Hg)	Antimony (Sb)	
					Selenium (Se)	Sulfides	
					Silver (Ag)	Cyanides	
					Nickel (Ni)	Pesticides	
					Thallium (Tl)	PCB's (ppb)	
					Benzene (NESHAP's reg)		
					Other		
Total							

PLEASE ATTACH ANY ADDITIONAL HAZARD AND HANDLING INFORMATION TO THIS SHEET

RO: DOT Proper Shipping Name: **WASTE PAINT RELATED MATERIAL** DOT Haz Class or Division: **CLASS 3** UN/NA ID No. **UN1263** PG **PGII**

EPA/New Jersey PRIMARY Waste No. **F003** Additional EPA/NJ Waste No(s) **F005, D001, D035**

TO THE BEST OF MY KNOWLEDGE AND ABILITY TO DETERMINE THIS IS A COMPLETE AND ACCURATE DESCRIPTION OF THIS MATERIAL

Signature *[Signature]* Title *[Signature]* Date **1/10/95**

Print Name **DANNY TINN**

For Marisol Use Only Reviewed By: Billing Code: Date: Comments:

AAR - BEE OIL SERVICE INC.

Collectors of Used Oil

NYS D.E.C. Approved

NYCFD Approved

10-11 147th ST. • WHITESTONE, NY 11357

10-20-96 (718) 767-1313 7451

Customer

TWO DARS

Location

385 CARROLL ST

Ramp Out 3-55
Gallon drum waste
Oil mix with
Anti Freeze
\$2000

N.Y.S. D.E.C. - 2A-149 : Waste Oil Comb 1993 1270



State of New Jersey
 Department of Environmental Protection
 Hazardous Waste Regulation Program
 Manifest Section
 CN 421, Trenton, NJ 08625-0421

Please type or print in block letters. (Form designed for use on elite (12-pitch) typewriter.) Form Approved OMB No. 2050-0039. Expire

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US-EPA ID No. NJ00010089003	Manifest Document No. 12/1/88	2. Page 1 of 1	Information in the shaded area is not required by Federal
3. Generator's Name and Mailing Address ATTN: DANNY LINNEY 718 249-2221		4. TWO DASH ENTERPRISES 385 CARROLL STREET BROOKLYN, NY 11231		A. State Manifest Document Number NJA 2103507	B. State Generator's ID (Gen. Site Address) 2AMV
5. Transporter 1 Company Name WELLINGTON, LTD.		6. US-EPA ID Number NJ09866008931		C. State Trans. ID NJDEPE	Decal No. 607
7. Transporter 2 Company Name		8. US-EPA ID Number		D. Transporter's Phone (609) 3/4-0	E. State Trans. ID NJDEPE
9. Designated Facility Name and Site Address HARISOLY INC. 125 FACTORY LANE MIDDLESEX, NJ 08845		10. US-EPA ID Number NJ0002454544		F. Decal No.	G. State Facility's ID (N/A)
11. US DOT Description (Including Proper Shipping Name, Hazard Class or Division, HM, ID Number and Packing Group)		12. Containers No.	13. Total Quantity	14. Unit Wt/Vol	15. Waste
a. RO WASTE, PAINT RELATED MATERIAL 3, UN1263, PGI (R003)		0	0		
b.					
c.					
d.					
16. Additional Descriptions for Materials Listed Above I, L, T 0001, D035, R005		17. Handling Codes for Wastes Listed Above			
15. Special Handling Instructions and Additional Information 24 HR EMERGENCY RESPONSE I, T, CORP. (800) 421-5574 EMERGENCY RESPONSE GUIDEBOOK REF TO 4 Recovery					
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name, classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present threat to human health and the environment. OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and the best waste management method that is available to me and that I can afford.					
Printed/Typed Name Edward Fedak		Signature Edward Fedak		Month Day 04/18	
17. Transporter 1 Acknowledgment of Receipt of Materials Printed/Typed Name PAUL K. ALDRIGHT		Signature Paul K. Aldright		Month Day 04/18	
18. Transporter 2 Acknowledgment of Receipt of Materials Printed/Typed Name		Signature		Month Day	
19. Discrepancy Indication Space					
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19. Printed/Typed Name Lemire H. Donovon					
Signature Lemire H. Donovon		Signature Lemire H. Donovon		Month Day 19/9/90	

In case of an emergency or spill immediately call the state the emergency occurred in and the N.J. Dept. of Environmental Protection and Energy. (609) 292-7172

WELLINGTON, LTD.
1-800-242-1785

**HAZARDOUS WASTE TRANSPORT
& DISPOSAL SERVICE**

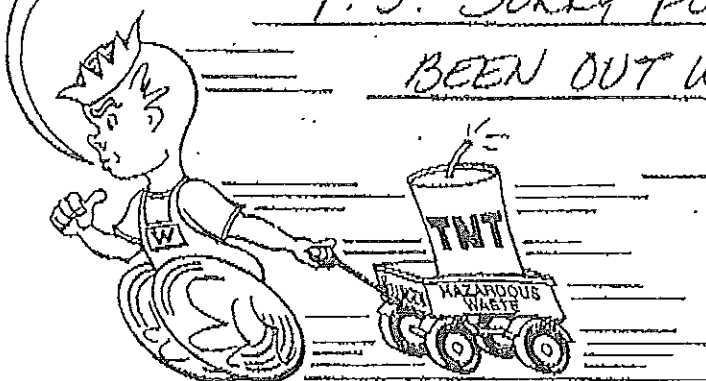
- FAX TRANSMISSION -

DATE: 1-10
 TO: DANNY TINNU
 COMPANY: TWO DANS ENT.
 FAX# (718) 625-8106 # PAGES (INCLUDING COVER) 5
 FROM: CINDY FAX # (609)374-0279

COMMENTS: PLEASE SIGN ALL FORMS AND
RETURN THEM WITH YOUR CHECK.

THANKS!

IF YA WANNA
 GET GOOD SERVICE--
 GIMME A CALL!



P.S. SORRY FOR THE DELAY. I'VE
BEEN OUT WITH THE FLU!

245⁰⁰

WELLINGTON, LTD.

865 Black Horse Pike, # 4
Turnersville, NJ 08012
(609) 374-0400 (800) 242-1785
Fax (609) 374-0279

SERVICE AGREEMENT

- 1. **GENERAL:** Wellington Ltd, hereby agrees to provide for transport of that hazardous waste generated by the signatory of this Agreement, herein after referred to as "Customer," from the pick-up site indicated below to a licensed Treatment, Storage, Disposal Facility.
- 2. **HAZARDOUS WASTE:** The waste covered by this Agreement shall consist only of those waste materials as described in the previously submitted Waste Material Profile Sheet(s). Wellington reserves the right to refuse for transport any waste materials that do not comply with the waste characteristics described therein. This would include, but would not be limited to, waste containing contaminants such as water, oil, gasoline and anti-freeze.
- 3. **STORAGE CONTAINERS:** Customer will supply his own containers, minimum 15-gallon capacity with 2.5" bung hole, for waste storage according to applicable state and local regulations. Customer is responsible for insuring that only waste covered by this Agreement is placed in these containers. Containers must be readily accessible for transport and/or pumping on scheduled pick-up day.

4. **PICK-UP SCHEDULE & FEES:**

Pick-Ups Per Year	<u>1</u>	<input checked="" type="checkbox"/> Requested 1st Pick-Up Month	<u> </u>
Maximum Total Gallons	<u>55</u>	Approximate Pick-Up Interval	<u>N/A</u>
Total Fee	<u>\$245.00</u>	Fee Per Gallon Overage	<u>PER CONTRACT</u>

Pick-up requests other than those already scheduled may incur a 2-3 week rescheduling delay. Our inability to make a timely pick-up caused by Customer's negligence or delay, or cancellation of a scheduled pick-up less than 24 hours in advance, will incur a \$50 "no pick-up/rescheduling fee" or loss of a pick-up.

- 5. **TERMS:** A signed purchase order or payment in full must accompany this Agreement.
- 6. **CUSTOMER CERTIFICATION:** Customer certifies that he is familiar with all the legal responsibilities of a generator of hazardous waste, and hereby authorizes Wellington to supply and complete Uniform Hazardous Waste Manifests and Waste Material Profile Sheets for Customer's signature. Responsibility for correct manifest and all information therein contained, lies solely with the Customer.
- 7. **TERM OF AGREEMENT:** This Agreement is automatically terminated upon completion of the agreed number of pick-ups, or when gallons picked up exceed the maximum total gallons allowed, or one year from Agreement date, whichever of these occurs first.

8. **INFORMATION:**

Company Name	<u>TWO DANS ENTERPRISES</u>	EPA#	<u> </u>
Address	<u>385 CARROLL STREET</u>	County	<u>KINGS</u>
City/State/Zip	<u>BROOKLYN NY 11231</u>	Telephone Number	<u>718 243-2227</u>
Pick-up Site	<u>SAME</u>	Fax Number	<u>718 625-8106</u>
Contact Name	<u>DANNY TINN <i>ET</i></u>	<input checked="" type="checkbox"/> Business Hours	<u> </u>
Owner's Name	<u>DANNY TINN <i>ET</i></u>	<input checked="" type="checkbox"/> Gallons Presently on Site	<u> </u>

9. **PAYMENT:**

Total due \$245.00 Check / P.O. #

10. **ACCEPTED AND AGREED:**

Danny Tinn
Customer Signature

DANNY TINN *ET*
Print Name & Title

1/10/95
Date

Steven B. Cummings
Wellington Representative
Director of Sales

Title
1/10/95
Date



MARISOL INC.
SOLVENT RECYCLING

January 10, 1997

TWO DANS ENTERPRISES
385 CARROLL STREET
BROOKLYN, NY 11231

Dear Generator

This letter will confirm that Marisol, Inc. will continue to accept your generated waste for the 1997 calendar year. Material may only be brought into Marisol by a permitted hazardous waste hauler, on a properly completed hazardous waste manifest. Please understand that the generated material must be approved for acceptance prior to shipment. This in accordance with Marisol's acceptance procedures, corporate policies and USEPA and NJDEP regulations.

Marisol is a fully permitted Treatment, Storage and Disposal Facility (TSDF) that has over one million gallons of storage capacity. We utilize the handling code T-04 (Treatment - Other), specified as Recovery, which is recognized by the U.S. Environmental Protection Agency as a form of waste minimization.

We are proud to announce that Marisol will receive the E.I. Digest award for environmental compliance in 1996. This award is given to facilities that have had no environmental violations during the award year. Marisol, Inc. is the only facility out of 400 in the United States to receive this award since its inception, for six consecutive years.

This letter is sent in accordance with our TSDF requirement N.J.A.C. 7:26 - 9.4 (a) and (b), which states that the Generator must be notified that the facility is permitted to accept waste properly profiled and approved. Please retain this letter in your files. If any further information is required, please contact me at (908) 469-5100, extension 221.

Very truly yours,

Joann Kohl
Environmental Coordinator



Printed on Recycled Paper

CITY OIL SERVICE CORP.

53-13 VAN DAM STREET • LONG ISLAND CITY, NY 11101
TEL: (718) 343-1456 • (718) 937-9169

No. 3158

DATE

6/6/97

RECEIVED FROM

NAME

2 DAVIS

ADDRESS

385 Carroll

#1000

55 GALLONS

SIGNED

AAR - BEE OIL SERVICE INC.

Collectors of Used Oil

NYS D.E.C. Approved

NYCFD Approved

10-11 147th ST. • WHITESTONE, NY 11357

(718) 767-1313

6853

11-11-97

Two Dan Auto

Pump Out + K Cashway
Waste Oil

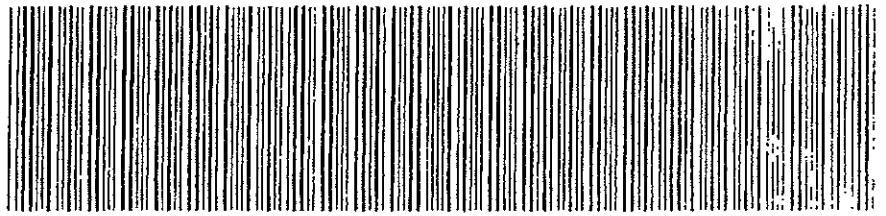
\$1500

N.Y.S. D.E.C. - 2A-149 - Waste Oil Comb 1993 1270

EXHIBIT G

**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.



2004052700539001001EEE0D

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 22

Document ID: 2004052700539001

Document Date: 06-26-2003

Preparation Date: 05-27-2004

Document Type: DBED, OTHER

Document Page Count: 20

PRESENTER:

HOME ABSTRACT CORP.
AS AGENT FOR FIRST AMERICAN TITLE
INSURANCE CO.
147 REMSEN STREET
BROOKLYN, NY 11201
718-875-7100

RETURN TO:

DANIEL TINNENY
448 STOBE AVENUE
STATEN ISLAND, NY 10306

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	438	1	Entire Lot	N/A BOND STREET
Property Type: VACANT LAND				

Borough	Block	Lot	Unit	Address
BROOKLYN	438	3	Entire Lot	319 BOND STREET
Property Type: VACANT LAND				

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR:

CITY OF NEW YORK
CITY HALL
NEW YORK, NY 10001

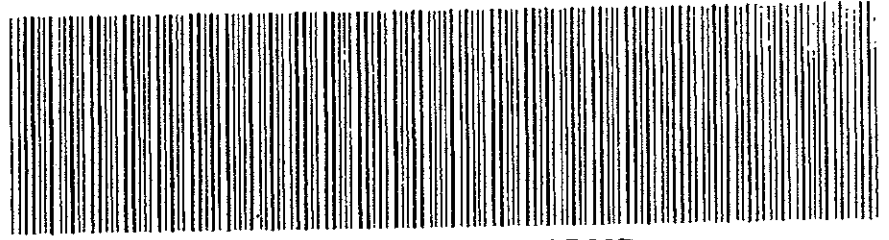
GRANTEE:

DANIEL TINNENY
448 STOBE AVENUE
STATEN ISLAND, NY 10306

FEES AND TAXES

Mortgage		Recording Fee: \$	148.00
Mortgage Amount:	\$	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$ 50.00
TAXES:		NYS Real Estate Transfer Tax:	
County (Basic):	\$		\$ 380.00
City (Additional):	\$		
Spec (Additional):	\$		
TASF:	\$		
MTA:	\$		
NYCTA:	\$		
TOTAL:	\$		0.00

NYC HPD Affidavit in Lieu of Registration Statement



2004052700539001001CEC8D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 22

Document ID: 2004052700539001
Document Type: DEED, OTHER

Document Date: 06-26-2003

Preparation Date: 05-27 2004

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	445	8 Entire Lot		327 BOND STREET
	Property Type: VACANT LAND			

Borough	Block	Lot	Unit	Address
BROOKLYN	445	11 Entire Lot		383 PRESIDENT STREET
	Property Type: VACANT LAND			

Borough	Block	Lot	Unit	Address
BROOKLYN	445	20 Entire Lot		426 PRESIDENT STREET
	Property Type: VACANT LAND			

THIS INDENTURE, made the 26th day of June in the year two thousand and three between THE CITY OF NEW YORK, a municipal corporation with an office at City Hall, Borough of Manhattan, City and State of New York, hereinafter designated as party of the first part, and DANIEL TINNENY, residing at 448 Stobe Avenue, Staten Island, New York, 10306, hereinafter designated as the party of the second part.

WITNESSETH:

WHEREAS, on May 8, 1996 (Calendar No. 30), the City Planning Commission of the City of New York adopted a resolution which provided among other things for the discontinuance and closing of a portion of President Street, in the Borough of Brooklyn in accordance with Map No. N-2606 signed by the Borough President of Brooklyn and for a release of the City's interest in and to said street, when legally discontinued and closed, to the party of the second part, and

WHEREAS, the party of the second part submits an agreement to the party of the first part protecting the City of New York's interest, approved as to form and sufficiency by the Corporation Counsel, a copy of which is annexed hereto as Attachment "B."

WHEREAS, this conveyance was authorized by the Mayor of the City of New York, by a letter annexed hereto as Attachment "C."

NOW, THEREFORE, THIS INDENTURE

WITNESSETH:

THAT in pursuance of the aforesaid resolution, the said party of the first part, in consideration of the sum of NINETY FIVE THOUSAND (\$95,000.00) DOLLARS, lawful money of the United States, to it paid by the party of the second part, does hereby grant, remise and release unto the said party of the second part, its successors and assigns forever all the right, title and interest of the City of New York in and to the following described property:

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, more particularly described in the annexed Attachment "A."

TO HAVE AND TO HOLD said 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 second part hereby covenants as follows:

1. That the party of the second part, by the acceptance of this deed, for itself, its heirs, successors and assigns, hereby further covenants and agrees to waive and does hereby waive any and all claims for damages by reason of the elimination, discontinuance and closing of said street, as shown on said map, or by reason of any flooding or by reason of any work being done or action taken arising from the map change and requirements of the aforesaid agreement.

2. This deed is made and accepted subject to all the terms, covenants, conditions and provisions contained in the heretofore mentioned agreement between the parties hereto. The acceptance of this deed shall constitute an express assumption of all the terms, covenants, conditions and provisions contained in said agreement and in this deed by the party of the second part, for itself, its heirs, successors and assigns forever.

ALL the terms, covenants, conditions and provisions contained in the aforesaid agreement and in this deed shall be binding on the party of the second part, its heirs, successors and assigns forever and shall be a covenant running with the land presently owned by the party of the second part or its successors or assigns as stated in said agreement as well as the lands hereby conveyed, and all the obligations of the party of the second part by the virtue of said agreement not already performed shall survive delivery of this deed.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be subscribed to by the Deputy Commissioner and by the City Clerk, and its corporate seal to be hereto affixed.

THE CITY OF NEW YORK

By: *Rai Freuden*
Deputy Commissioner of Citywide
Administrative Services

By: *Yvonne*
City Clerk

APPROVED AS TO FORM:

[Signature]
Acting Corporation Counsel

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

On this 26th day of June, 2002, before me the undersigned, personally appeared Lori Eisenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Juan Gonzalez
Notary Public

JOAN GONZALEZ
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 2-6268
COMMISSION EXPIRES 7/1/04

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

On this 2 day of JULY, 2002, before me the undersigned, personally appeared Victor L. Robles, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Naomi Pacheco

NAOMI PACHECO
Commissioner of Deeds
City of New York No. 3-6621
Affidavit Filed in New York County
Commission Expires Aug. 22, 2004

Attachment "A"

In the Matter of discontinuing and closing President Street from Bond Street to the Gowanus Canal, Borough Brooklyn, in accordance with Map N-2606.

Beginning at a point on the southeast line of Bond Street, distant 200.00 feet southwesterly from the intersection of the southwest line of Union Street with the southeast line of Bond Street as these streets are laid out on the present City Map:

1. Thence southeasterly, along the northeast line of President Street, 300.00 feet to the northwest line of the Gowanus Canal.
2. Thence southwesterly deflecting 90 degrees to the right along the northwest line of the Gowanus Canal, 60.00 feet to the southwest line of President Street.
3. Thence northwesterly deflecting 90 degrees to the right along the southwest line of President Street, 300.00 feet to the southeast line of Bond Street.
4. Thence northeasterly deflecting 90 degrees to the right along the southeast line of Bond Street, 60.00 feet to the point or place of beginning.

Attachment "B"

MAPPING AGREEMENT

THIS AGREEMENT, made the 15 day April, 2003, between DANIEL TINNENY, residing at 448 Stobe Avenue, Staten Island, New York 10306, (the ("PARTY OF THE FIRST PART")), and THE CITY OF NEW YORK, a municipal corporation having its principal office at the City Hall in the Borough of Manhattan (the "CITY").

WHEREAS, the President of the Borough of Brooklyn has presented to the CITY PLANNING COMMISSION of the City for consideration maps bearing No. X-2586 and N-2606 showing the elimination, discontinuance, and closing of President Street between Bond Street and the Gowanus Canal in the Borough of Brooklyn; and

WHEREAS, the Party of the First Part is the owner of a certain parcel of land abutting said street, consisting of Tax Block 438, Lots 1 and 3, and Block 445, Lots 8, 11, and 20 in Kings County, as shown in Title No. 326K05658 issued by Home Abstract Corp.; and

WHEREAS, the City Planning Commission deeming it in the Public interest, favors such change in the City's street system, but withholds the filing of said map until the Party of the First Part submits an agreement in form and sufficiency satisfactory to the Corporation Counsel of the City of New York, waiving all claims for damages by reason of the discontinuance and closing of the said street, or by reason of flooding, assuming to save the City harmless from any and all claims of others for damages by reason of same;

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That the Party of the First Part, for himself, his successors, assigns, heirs and legal representatives, in consideration of one dollar (\$1.00) and the adoption of a resolution relative to President Street in the Borough of Brooklyn, New York, and on the conditions hereinafter set forth, does hereby:

1. Remise, release and forever discharge the City and its successors of and from any and all claim or claims and cause or causes of action, whatsoever, which it has or may hereafter have, or which it or its successors, assigns, heirs or legal representatives may hereafter have against the City by reason of the elimination, discontinuance and closing of President Street in the Borough of Brooklyn, City of New York, or by reason of any flooding or by reason of any work being done or action taken arising from the map change and requirements of this Agreement, and saves the City harmless from any and all similar claims of other parties.

2. Agree to procure agreements from Utility Corporations having facilities in said street and mortgagees and other owners of property and any others having an interest in property abutting said street, waiving damages by reason of said discontinuance and closing of said street, and waiving its or their right to a release from the City and consenting that the City release its interest in such discontinued and closed street to the Party of the First Part.

3. Pay to the City the sum of \$23,000.00 in accordance with Exhibit "B" attached hereto and \$4,000.00 as the expense of City personnel in connection with the mapping and processing thereof, consisting of certified checks delivered herewith to the Law Department of the City.

4. Waive any awards to which it may be entitled and agree to pay to the City all sums awarded by the Court, and interest thereon, in any proceeding that may be brought by the City to discontinue and close said street, and/or to acquire the fee title to the land in said street so to be discontinued and closed simultaneously with such discontinuance and closing and prior to the transfer of the title to the former street bed as provided for in the next paragraph and in addition thereto, to reimburse the City for expenses of City personnel, including but not limited to mapping charges, fees paid to experts and for stenographic minutes and all other costs and expenses in connection with such proceedings.

5. Applies herewith to the City in accordance with its rules for a release to the Party of the First Part, its successors, assigns, heirs and legal representatives, of the interest of the City in and to the portion of President Street to be discontinued and closed and pays therefor the sum of \$95,000.00, a certified check for which is delivered herewith. It is understood that such release shall be delivered upon the determination by the City that such property is no longer required for public use and subject to the following conditions:

- (a) That the grantee shall at the time of the delivery of the deed be the owner of land abutting at least one side of the section of the street to be conveyed, and should it at any time appear that the grantee was not on the date of such deed the owner of land abutting the section of the street so conveyed, then any deed given by the City for the same shall be null and void;
- (b) That the grantee will assume and pay all taxes, assessments, water charges and sewer rents which become liens against the property to be conveyed from the date of such conveyance;
- (c) That the grantee will pay for and furnish any revenue stamps required to be affixed to the deed and shall pay any other conveyance taxes, fees or revenue charges that may be in force at the time of the delivery of the deed.
- (d) That the grantee will, within thirty (30) days of the delivery of the release, apply for the designation of a tax lot number or numbers for said section of street to be conveyed, which section shall be designated as one or more tax lots or as part of an adjacent tax lot or lots, with the City's Department of Finance and diligently pursue such application until it obtains such designation.

6. (a) Agrees as its sole cost and at no cost to the City to improve the specified streets or other areas, perform the specified work and comply with the specified requirements of the respective City agencies, as set forth in the requirement letters attached hereto as Exhibit "A" for the City's Department of Transportation, Exhibit "B" for the City's Department of Environmental Protection and Exhibit "C" for the City's Fire Department.

() (b) All of said work and requirements shall be done in accordance with plans and specifications to be approved by the affected City agency and constructed under its supervision and shall be completed no later than ten years from the date of the acceptance of this Agreement by the City Planning Commission, except that if the City, acting through the appropriate department of the City requests in writing that the Party of the First Part commence and/or complete any of said work or requirements by an earlier date, the Party of the First Part shall commence and/or complete such work or requirement prior to such earlier date, or if such work or requirement cannot be completed by such earlier date, the Party of the First Part shall diligently attempt to complete such work or requirements as soon as possible after such earlier date. The City may require the completion of any such work or requirements as a condition precedent for the issuance of a Certificate of Occupancy for any building to be constructed on said property owned by the Party of the First Part. The aforesaid time periods, work and requirements may be amended by the Commissioner, Assistant Commissioner or Deputy Commissioner of said department if in writing and with the consent of the Party of the First Part.

(c) The obligations to improve said streets as provided in this Agreement shall, however, survive the acquisition by the City of said street, whether the same be acquired by cession deed or condemnation proceeding.

7. Agrees at its sole cost and expense to remove, relocate and/or construct cable, conduits, fire alarm boxes, and all appurtenances as may be required by the Fire Department in accordance with plans and specifications of said department and constructed under its supervision.

() The Party of the First Part further agrees as follows:

8. (a) To secure the City that the work above provided for will be done in the time and manners herein set forth, the Party of the First Part submits herewith a corporate surety bond marked "paid in full" for both the work period and maintenance period or other security in the amount of \$10,000.00 to secure performance of the aforesaid work required by the indicated City agencies and any other obligation of the Party of the First Part under this agreement.

If such work is not commenced nor completed within the time periods previously stated in this Agreement for the commencement and completion of such work, then in such event the City may make said improvement and collect such costs and expenses as it may incur in the performance of such work from the security, principal and/or surety, or may require the surety to either do the work provided for herein above or to replace and repair any and all or portions of the work required within the time above specified or in the alternative the surety shall immediately pay to the City the face amount of the bond or the City may retain the security. The furnishing of such bond or security shall not relieve the Party of the First Part of liability in the event the expenses incurred by the City exceed the amount of such bond or security.

() (b) To further secure the City that the improvements provided for in this agreement have been done in good workmanlike condition and of good material, the above bond or security shall also protect the City against any claim, loss or expense to which the City may be subject by reason of any latent or patent defect or faulty construction in said improvements for a period of two

(2) years after the completion and acceptance of same. If the Party of the First Part does not immediately make any and all necessary repairs whenever requested to do so by the City, then the City may make said repairs and collect any and all costs and expenses it may incur by reason of same from the security, the Party of the First Part and/or surety, or may require the surety to either do the work provided for herein above or to replace and repair any and all or portions of the work required within the time above specified, or in the alternative the surety shall immediately pay to the City the face amount of the bond, or the City may retain the security.

9. The Party of the First Part shall keep in full force and effect the standard comprehensive general liability insurance policy issued by insurance companies licensed to do business in the State of New York, insuring the City, alone or as co-insured with the Party of the First Part, against claims for damages by reason of bodily injury or death for no less than three million (\$3,000,000.00) dollars and property damage for no less than five hundred thousand (\$500,000.00) dollars per occurrence, covering claims with respect to the premises owned by the Party of the First Part or to be conveyed hereunder or with respect to the land under the City's jurisdiction, including streets, in which work will be done by the Party of the First Part or its designees pursuant to this Agreement. Such policy of liability insurance may consist of an endorsement to an existing policy of liability insurance naming the City as an additional insured. Such liability insurance shall be maintained in full force and effect from prior to the beginning of work required pursuant to this Agreement and until the improvements provided for in this Agreement have been completed as provided in this Agreement and any periods of maintenance by the Party of the First Part required under this Agreement have terminated. In the event the City is a co-insured or an additional insured, said policy shall state that no act or omission of any other insured Party under said policy shall affect, invalidate or lessen the City's rights under said policy, and that any payment made under said policy shall first be applied for the benefit of the City. Upon request from the City, the Party of the First Part, within ten (10) days of such request, shall furnish proof to the City that the required policy is in effect. The furnishing of said policy shall not relieve the Party of the First Part of its obligation hereunder to hold the City harmless as stated in Section 1 of this Agreement, and it is further agreed that the Party of the First Part holds the City harmless by reason of the work to be performed by the Party of the First Part pursuant to this Agreement, by reason of any acts or omissions of the Party of the First Part, its agents or employees, or by reason of its failure to insure the City, or for any liability of the City in excess of actual payments by the insurer for the benefit of the City.

10. The Party of the First part, or if the Party of the First Part is a corporation, firm or partnership, then any person who is either an officer, director, stockholder or partner, expressly warrants and represents that neither he nor any member, partner, director or officer of any corporation, firm or partnership of which he is or may have been a member, has prior to the date of execution of this Agreement, been called before a grand jury, governmental department, commission, agency or any other body which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation or to answer any relevant questions concerning any transaction or contract entered into with the State of New York or any political subdivision thereof, or a public authority or with any public department, agency or official of the State of New York or a political subdivision thereof, when immunity has been granted to the witness against subsequent use of such testimony, or any evidence derived therefrom, in any subsequent criminal proceeding.

11. The Party of the First Part agrees to be bound by all the terms contained in the annexed "Investigation Clause" marked Exhibit "I.C."

12. The Party of the First Part agrees that it will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any persons in compensation or in terms, conditions or privileges of employment, because of age, race, creed, color, national origin, sex, marital status, handicap and sexual orientation. The City recognizes that agreement by the Party of the First Part not to discriminate on the grounds of sexual orientation does not constitute an endorsement by the Party of the First Part of any particular sexual orientation.

13. In any conveyance made by the Party of the First Part of the aforesaid lands presently owned by it, the Party of the First Part shall, by appropriate provision in such deed, obligate the grantee to assume and comply with all of the terms and conditions of this Agreement as though such grantee were a party hereto without in any manner releasing the Party of the First Part from its obligations thereunder.

14. The Party of the First Part hereby covenants and agrees to submit and file with the Department of Buildings a copy of this Agreement whenever the application for a permit is made for the improvement of the premises owned by the Party of the First Part and to be conveyed hereunder.

15. All the covenants and conditions contained in this Agreement shall be binding on the Party of the First Part, its successors and assigns, and shall be a covenant running with said land presently owned by the Party of the First Part, as well as the land to be conveyed pursuant to this Agreement.

16. Notwithstanding anything contained herein, the Party of the First Part covenants and agrees to comply with all federal, state and municipal laws, ordinances and regulations that are now in effect or that may be enacted hereafter affecting the terms and conditions of this Agreement, and to comply with all laws, rules and regulations pertaining to the obtaining of building permits and certificates of occupancy in the event the Party of the First Part or its successors or assigns intends to erect improvements on the property abutting the streets as shown on said map (or to be conveyed hereunder). It is understood and agreed that nothing contained in this Agreement shall enhance its right to obtain any permits and/or certificates of occupancy.

17. The Party of the First Part, on behalf of itself, its successors, assigns, heirs and legal representatives, covenants and agrees to repair and maintain in good condition the sidewalks abutting or within the property of the Party of the First Part, or to be conveyed hereunder, and to hold the City harmless for failure to so repair and maintain the sidewalks and for any tort liability arising out of such failure to repair and maintain. In the event said property is divided and conveyed to different property owners, each such property owner shall maintain and hold the City harmless as aforesaid for that portion of the sidewalk within or abutting said owners property. This covenant shall run with the land. Upon the conveyance of the property or part thereof, the grantor of such property shall no longer be liable for any tort which occurs after such conveyance and which arises out of the failure to repair and maintain the sidewalk abutting or within the property conveyed.


The Party of the First Part, its successors, assigns, heirs and legal representatives shall, as long as it owns said property, obtain adequate liability insurance protecting itself and the City for any accidents that may occur on the sidewalk, and such policy shall have a specific provision stating "Notwithstanding any provision of the policy to the contrary, including any exclusion by reason of contractual liability, this insurance covers both the insured and the City of New York for any accidents or occurrences occurring on the sidewalk abutting or within the insured premises."

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed the day and year first above written.

BY: 
DANIEL TINNENY - OWNER

ATTEST:

APPROVED AS TO FORM:


Acting Corporation Counsel



New York City
Department of Transportation

40 Worth Street
New York, New York 10013

Elliot G. Sander, Commissioner

July 10, 1996

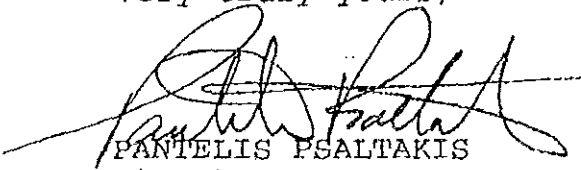
Edwin Selig, Esq.
Law Department
100 Church Street, Room 5-E-4
New York, NY 10007

Re: Department of Transportation requirements in connection with Maps No. X-2586 and N-2606 eliminating, discontinuing and closing President Street between Bond Street and the Gowanus Canal; Borough of Brooklyn.

Dear Mr. Selig:

We have reviewed the needs of the Department of Transportation in connection with the above referenced map change and have found that no special street improvements are warranted at this time. However, the applicant will be required to perform all necessary street improvements (grading, curbing, paving, installing sidewalk, drainage facilities, etc.) at such time as his property is developed. The extent of this work will be specified by the Department of Transportation (or the Department of Buildings) when the applicant submits Builders Paving Plans for review and approval.

Very truly yours,


PANTELIS PSALTAKIS
Director
Land Use Coordination

PP:cn

cc: Magdi Farag, P.E.
Dept. of Environmental Protection

Laurence Parnes
Dept. of City Planning
(900932MMK)

Louis R. Rosenthal, Esq.
Applicant's Representative

A. Cosentino, P.E.
Dept. of Buildings

Exhibit "A"

February 29, 1996

New York City
Department of
Environmental
Protection

Office of the Corporation Counsel
100 Church Street
New York, New York 10007

Attention: Mr. Edmund Selig
Assistant Corporation Counsel

Bureau of
Water Supply
and Wastewater
Collection

Re: 900932MMK. Closing of President Street
Between Bond Street and Gowanus Canal,
Borough of Brooklyn.

Dear Mr. Selig:

59-17 Junction Blvd.
Corona, New York
11368
(718) 595-5330

The Rosenthal, Vallario & Coffinas Law Firm requested a "requirement letter" concerning the above proposal be sent to you from Water Supply for the NYC DEP Bureau of Water Supply & Wastewater Collection.

MARILYN GELBER
Commissioner

First, it is department policy NOT to maintain a main in a street being demapped or closed. The existing 8-inch water main in the bed of President Street shall be cut and capped at Bond Street. This is to be done by a licensed plumber or water main contractor who is subject to the approval of the Construction Section of Water Supply of this borough.

Robert P. Lemieux
*First Deputy Commissioner/
Acting Director*

In addition the work shall be done under the scrutiny of our engineer or pipe laying inspector whose costs shall also be borne by the petitioner.

Second, during this procedure one hydrant, hydrant drain base (if any) and hydrant valve box and one main line gate box shall be removed by the licensed plumber or water main contractor and returned under receipt to the borough pipe yard (again at the cost of the petitioner).

Finally he shall pay the material costs for water main and fittings abandoned in place at the present day costs for relaying this main elsewhere. These costs are \$23,000.

Exhibit "B"

Page 2

February 29, 1996

Mr. Edmund Selig

Re: 900932MMK. Closing of President Street
Between Bond Street and Gowanus Canal,
Borough of Brooklyn.

It is essential that the petitioner or his representative contact the Construction Division of this borough fourteen days in advance of the date when the work is to be done to permit the scheduling inspection for the work and the review and approval of the plumber of the contractor along with a sketch of the proposed water main work.

If the petitioner wishes to make use of this water main which in reality he has purchased less certain items (e.g. hydrants, valve boxes and drain bases) he can do so upon payment for these items prior to their removal. Since our hydrants are constantly maintained and repaired the purchase cost would be the present cost of a new hydrant. The main would still have to be cut and capped on one end to provide a one-way feed so it can be metered. The petitioner would also have to apply to our Bureau of Water Register for metering requirements for water usage for this main. The NYC identification letters would have to be burnished off the hydrants and valve box covers by the petitioner so that the items could not be identified as NYC property. He shall also be responsible for all maintenance of and repairs of this private system. Lastly, he shall purchase a main line gate and valve box to be placed just outside the limits of the street to be demapped and/or closed by his plumber or contractor to protect the City System from failure of his private main.

Very truly yours,

Joseph W. Iannuzzi

Joseph W. Iannuzzi, P.E.
Acting Chief, Planning & Programs

per F. Geier

AB:js



FIRE DEPARTMENT

250 LIVINGSTON STREET BROOKLYN, N.Y. 11201-5884

BUREAU OF OPERATIONS

March 4, 1996

Mr. Ed Selig, Esq.
N.Y.C. Corporation Counsel
100 Church Street
New York, NY 10007-1216

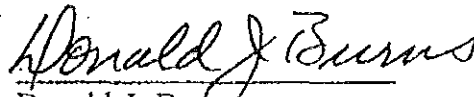
Re: ULURP - #C900932 MMK

Dear Mr. Selig:

The Fire Department has no objections to the Demapping of President Street between Bond Street & Gowanus Canal. The Fire Department requires that a easily openable gate be provided at Bond Street and President Street with keys provided to the Fire Department units that respond on the 1st Alarm.

If there are any questions, please call Captain Edward Moriarty at (718) 855-8571.

Sincerely,


Donald J. Burns
Chief of Operations

DJB/EPM/kd

A: PRESIDENT ST.

CC: Rosenthal, Vallario & Coffinas
16 Court Street
Brooklyn, NY 11241

ATTN: Ms. Silvana

Exhibit "C"

INVESTIGATION CLAUSE

1.1 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

1.2(a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

1.2(b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

1.3(a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

1.3(b) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph 1.5 below without the City incurring any penalty or damages for delay or otherwise.

1.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

- (a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or
- (b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account

of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

1.5 The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

- (a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person falling to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 1.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 1.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

1.6 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

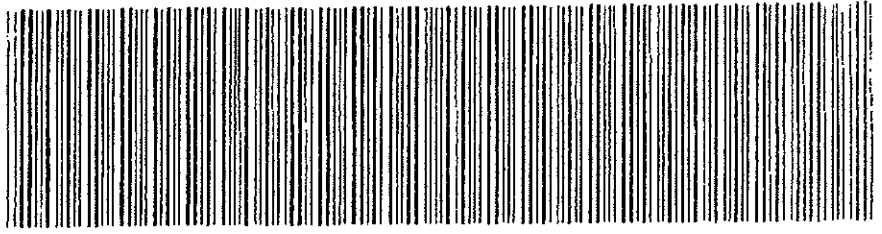
(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

1.7 In addition to and notwithstanding any other provision of this agreement the Commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose, which may be related to the procurement or obtaining of this agreement by the contractor, or affecting the performance of this contract.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2004052700539001

Document Date: 06-26-2003

Preparation Date: 05 27 2003

Document Type: DEED, OTHER

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

1



CITY PLANNING COMMISSION
CITY OF NEW YORK

OFFICE OF THE CHAIR

MEMORANDUM OF ACCEPTANCE

To: Edwin Selig
Assistant Corporation Counsel

Sotireos Voyages
Director - Technical Review Division

From: Amanda M. Burden

Date: July 9, 2003

Re: ULURP # C 900932 MMQ
Mapping Agreement

WHEREAS, on May 8, 1996 (Calendar No. 30), the City Planning Commission adopted a resolution pursuant to Sections 197-c and 199 of the New York City Charter and Section 5-430 *et seq.*, of the New York City Administrative Code involving the elimination, discontinuance and closing of a portion of President Street between Bond Street and the Gowanus Canal, in accordance with Map Nos. X-2586 and N-2606 dated January 3, 1995 and signed by the Borough President of Brooklyn, subject to the condition that the applicant execute an agreement protecting the City's interest, approved as to form and sufficiency by the Corporation Counsel; and

WHEREAS, on May 22, 2003 the Department of City Planning received from the office of the Corporation Counsel such agreement, dated April 15th, 2003;

NOW THEREFORE said agreement is hereby accepted by the Chair of the City Planning Commission.

A handwritten signature in black ink, appearing to read 'A.M. Burden', written over a horizontal line.

Chair of the City Planning Commission

Attachment "C"

THE CITY OF NEW YORK
OFFICE OF THE MAYOR
City Hall
New York, NY 10007

May 28, 2003

Michael A. Cardozo
Corporation Counsel
100 Church Street
New York, New York 10007

Attention: Edwin Selig, Room 3-170

Dear Sir:

I hereby approve the conveyance by the City to the abutting landowner, Daniel Tinneney, of a portion of President Street in the Borough of Brooklyn shown on Map No. N-2606 approved by the City Planning Commission on May 8, 1996, Calendar No. 30, and authorize the Commissioner, Assistant Commissioner or Deputy Commissioner of Citywide Administrative Services, to execute, and the City Clerk to attest and affix the City Seal, to deeds conveying such property, after approval as to form by the Corporation Counsel.

I do so as the designee of the Mayor of the City of New York pursuant to New York City Administrative Code Section 4-105, New York City Charter Section 8, and Executive Order No. 2, dated January 1, 2002.

Very truly yours,



Marc V. Shaw
Deputy Mayor for Operations

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL WHITE INK

CITIBANK

OFFICIAL CHECK

HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE

325557510

CITIBANK, N.A., NEW YORK, NY
FC# 131 FA# 027
069-05 CK. SER.#

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325557510 * * * * * 1 0 , 0 0 0 . 0 0 * * *

****TEN THOUSAND DOLLARS****

PAY

****CITY OF NEW YORK ****

TO
THE
ORDER
OF

DANIEL TINNENY

NAME OF REMITTER
ADDRESS

DRAWER: CITIBANK, N.A.

BY
AUTHORIZED SIGNATURE

Issued By Integrated Payment Systems Inc., Englewood, Colorado
To Citibank (New York State), Buffalo, N.Y.

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THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED IN A SPECIAL WHITE INK

CITIBANK

OFFICIAL CHECK

HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE

325557509

CITIBANK, N.A., NEW YORK, NY
FC# 131 FA# 027
069-04 CK. SER.#

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325557509 * * * * * 1 2 2 , 0 0 0 . 0 0 * * *

****ONE HUNDRED TWENTY-TWO THOUSAND DOLLARS****

PAY

****CITY OF NEW YORK ****

TO
THE
ORDER
OF

DANIEL TINNENY

NAME OF REMITTER
ADDRESS

DRAWER: CITIBANK, N.A.

BY
AUTHORIZED SIGNATURE

⑆022000868⑆28⑈790542 325557509

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book C4. Page

OR

C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location former bed of President St. BROOKLYN
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name TINNENY DANIEL
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address 448 STOBE AVE STATEN ISLAND NY 10306
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR Part of a Parcel

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

6. Ownership Type is Condominium
 7. New Construction on Vacant Land

8. Seller Name CITY OF NEW YORK
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A One Family Residential B 2 or 3 Family Residential C Residential Vacant Land D Non-Residential Vacant Land E Commercial F Apartment G Entertainment / Amusement H Community Service I Industrial J Public Service

SALE INFORMATION

10. Sale Contract Date / / 03
 Month Day Year

11. Date of Sale / Transfer 5 / 4 / 04
 Month Day Year

12. Full Sale Price 95000
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale 0000

14. Check one or more of these conditions as applicable to transfer:

A Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type not Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class 1-2

16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
Block 438 1+3 Block 445 8, 11 + 20

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER
Daniel Tinneny 8/25/03
 BUYER'S SIGNATURE DATE

448 STOBE AVENUE
 STREET NUMBER STREET NAME (AFTER SALE)

STATEN ISLAND NY 10306
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY
ROSENTHAL LOUIS
 LAST NAME FIRST NAME

718 855-5100
 AREA CODE TELEPHONE NUMBER

The City of New York
 by Edwin Sellig 5-4-04
 SELLER SIGNATURE DATE
 Edwin Sellig
 Asst. Corp. Counsel

323 607

**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8002 (short version), FORM 8007 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER
AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, is made on July 1, 2009, between DANIEL TINNENY, who presently resides at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the first part, and TINNENY 323-325 LLC, a limited liability company of the State of New York with its principal place of business presently located at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the second part,

WITNESSETH, that the party of the first part, in consideration of **One Dollar and No Cents (\$1.00)**, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

BEGINNING at the northeasterly corner of President and Bond Streets; and

RUNNING THENCE easterly along the northerly side of President Street, 75 feet; and

RUNNING THENCE northerly parallel with Bond Street, 40 feet; and

RUNNING THENCE westerly parallel with President Street, 75 feet to the easterly side of Bond Street; and

RUNNING THENCE southerly along the easterly side of Bond Street, 40 feet to the point or place of ***BEGINNING***.

BEING known and designated as Section 2, Block 438, Lots 1 and 2 on the Tax Maps of the City of New York.

Sec 2
Blk 438
Lots 1&2
Kings County

BEING formerly commonly known as and by Nos. 321 and 323 Bond Street and presently known as and by Nos. 321-325 Bond Street, Brooklyn, New York.

BEING the same real property and improvements thereon conveyed to the party of the first part by deed of **THOMAS DE RISO** dated June 12, 1989 and recorded in the Office of the City Register of the City of New York, County of Kings, on June 22, 1989 in Reel 2406 at Page 560.

SUBJECT TO easements and restrictions 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.

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.

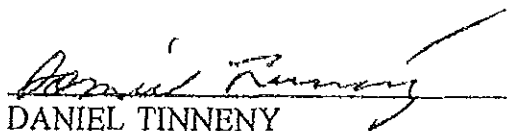
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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:

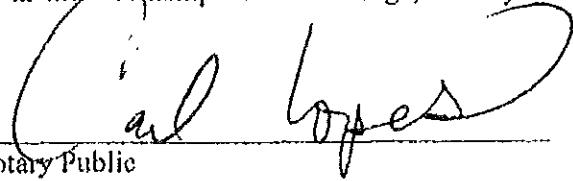



_____ DANIEL TINNENY

Acknowledgment by a Person Outside New York State (RPL § 309-b)

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MIDDLESEX)

On the 1st day of July in the year 2009, before me, the undersigned, personally appeared DANIEL TINNENY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Township of Woodbridge, County of Middlesex and State of New Jersey.



Notary Public

CAROL S. LOPES
A Notary Public of New Jersey
No 2374304
My Commission Expires 6/3/2013

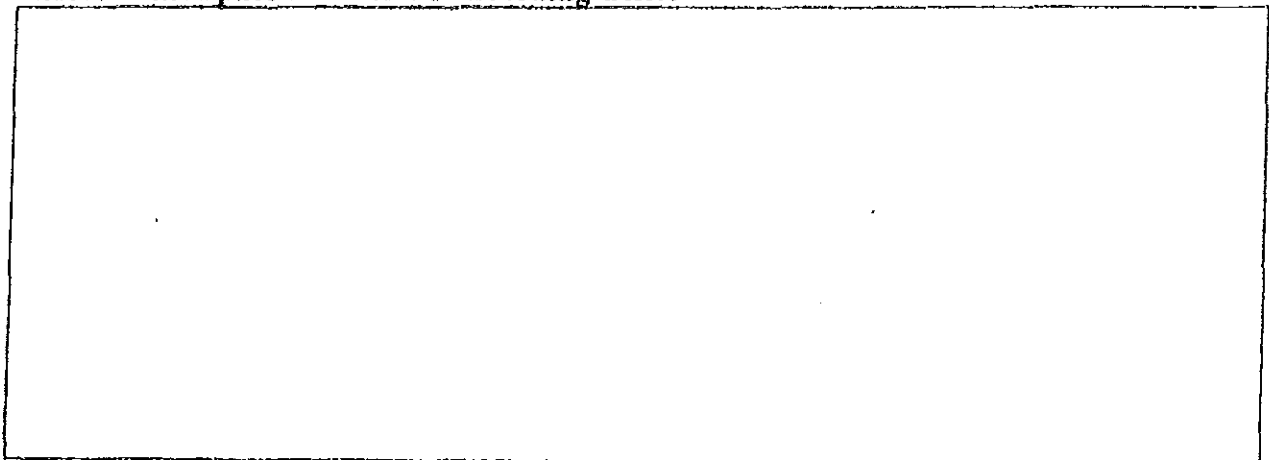
Deed

DANIEL TINNENY	Section 2
To	Block 438
TINNENY 323-325 LLC	Lots 1 & 2
	County or Town Kings

Return By Mail To:

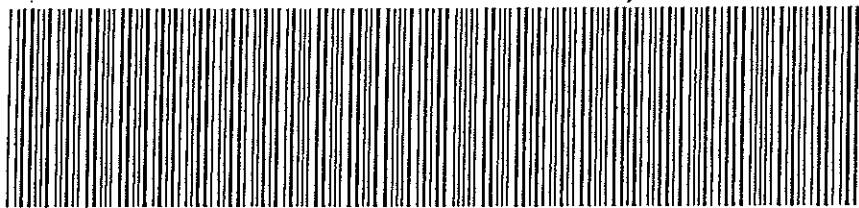
Richard H. Greenberg, Esq.
Greenberg & Schulman, Attorneys at Law
90 Woodbridge Ctr. Dr., Ste. 610
Woodbridge, NJ 07095-1142

Reserve This Space For Use Of Recording Office



**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.



2009111900693001001EB347

RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 5
Document ID: 2009111900693001
Document Date: 07-01-2009
Preparation Date: 11-19-2009
Document Type: DEED
Document Page Count: 4
PRESENTER:

DAVID M. SCHULMAN, ESQ.
GREENBERG & SCHULMAN, ATTORNEYS AT LAW
90 WOODBRIDGE CENTER DRIVE, SUITE 610
WOODBIRDGE, NJ 07095-1142
732-636-8800
schulmof@aol.com

RETURN TO:

DAVID M. SCHULMAN, ESQ.
GREENBERG & SCHULMAN, ATTORNEYS AT LAW
90 WOODBRIDGE CENTER DRIVE, SUITE 610
WOODBIRDGE, NJ 07095-1142
732-636-8800
schulmof@aol.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	438	3	Entire Lot	319 BOND STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BROOKLYN	445	20	Entire Lot	426 PRESIDENT STREET

Property Type: COMMERCIAL REAL ESTATE
CROSS REFERENCE DATA

CRFN _____ or Document ID _____, or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

DANIEL TINNENY
15 COLDSRING COURT
STATEN ISLAND, NY 10304-1509

GRANTEE/BUYER:

426 PRESIDENT STREET LLC
15 COLDSRING COURT
STATEN ISLAND, NY 10304-1359

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	\$	0.00		\$ 250.00
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:	\$	59.00		
Affidavit Fee:	\$	0.00		

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

Recorded/Filed 11-27-2009 15:50

City Register File No.(CRFN):

2009000390042



City Register Official Signature

**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8002 (short version), FORM 8007 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER
AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, is made on July 1, 2009, between DANIEL TINNENY, who presently resides at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the first part, and 426 PRESIDENT STREET LLC, a limited liability company of the State of New York with its principal place of business presently located at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the second part,

WITNESSETH, that the party of the first part, in consideration of **One Dollar and No Cents (\$1.00)**, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

PARCEL 1:

BEGINNING at the corner formed by the intersection of the westerly side of Gowanus Canal with the southerly side of President Street; and

RUNNING THENCE westerly along the southerly side of President Street, 130 feet; and

RUNNING THENCE southerly at right angles to President Street, 30 feet; and

RUNNING THENCE easterly parallel with President Street, 30 feet; and

RUNNING THENCE southerly at right angles to President Street, 50 feet; and

RUNNING THENCE easterly parallel with President Street, 100 feet more or less to the westerly side of Gowanus Canal; and

Sec 2
Blk 438
Lot 3 and
Blk 445
Tot 20
Kings County

RUNNING THENCE northerly along the said westerly side of Gowanus Canal, 80 feet to the point or place of *BEGINNING*.

BEING known and designated as Section 2, Block 445 Lot 20 on the Tax Maps of the City of New York.

BEING also commonly known as and by street number 426 President Street, Brooklyn, New York.

TOGETHER WITH all the right, title and interest, if any, of the party of the first part of, in and to the streets and avenues lying in front of and adjacent to said premises to the center lines thereof, and to land under waters of Gowanus Canal.

PARCEL 2:

BEGINNING at a point on the easterly side of Bond Street distant 80 feet southerly from the corner formed by the intersection of the easterly side of Bond Street with the southerly side of Union Street; and

RUNNING THENCE easterly parallel with President Street, 75 feet; and

RUNNING THENCE southerly parallel with Bond Street, 20 feet to the middle line of the block between Union and President Streets; and

RUNNING THENCE easterly along the middle line of the block and parallel with President Street, 225 feet to the Gowanus Canal; and

RUNNING THENCE southerly along the Gowanus Canal, 100 feet to the northerly side of President Street; and

RUNNING THENCE westerly along the northerly side of President Street, 225 feet; and

RUNNING THENCE northerly again parallel with Bond Street, 40 feet; and

RUNNING THENCE westerly again parallel with President Street, 75 feet to the easterly side of Bond Street; and

RUNNING THENCE northerly along the easterly side of Bond Street, 80 feet to the point or place of *BEGINNING*. Being the said several dimensions more or less.

BEING known and designated as Section 2, Block 438 Lot 3 on the Tax Maps of the City of New York.

BEING also commonly known as and by street number 319 Bond Street, Brooklyn, New York.

SAID PARCELS BEING the same real property and improvements thereon conveyed to the party of the first part by deed of **VIDAN AUTO SALVAGE CORP.**, a New York corporation, dated February 9, 1979 and recorded in the Office of the City Register of the City of New York, County of Kings, on February 16, 1979 in Reel 1054 at Page 646.

SUBJECT TO easements and restrictions 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.

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.

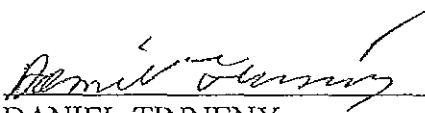
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of 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:

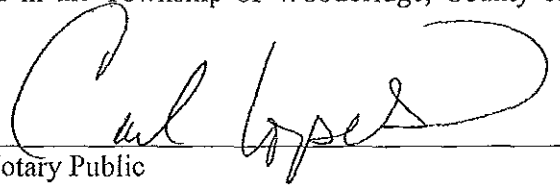



_____ DANIEL TINNENY

Acknowledgment by a Person Outside New York State (RPL § 309-b)

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.:

On the 1st day of July in the year 2009, before me, the undersigned, personally appeared DANIEL TINNENY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Township of Woodbridge, County of Middlesex and State of New Jersey.



Notary Public

CAROL S. LOPES
A Notary Public of New Jersey
No 2374304
My Commission Expires 6/3/2013

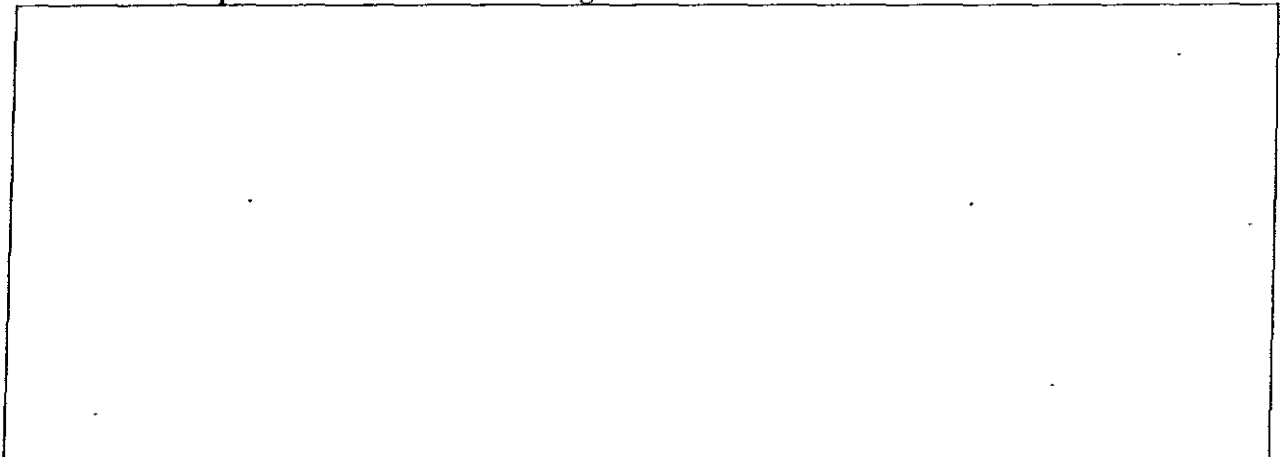
Deed

DANIEL TINNENY Section 2
To Block 438 & 445
426 PRESIDENT STREET LLC Lots 3 & 20
County or Town Kings

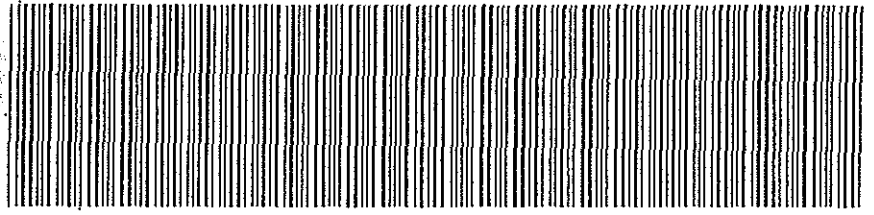
Return By Mail To:

Richard H. Greenberg, Esq.
Greenberg & Schulman, Attorneys at Law
90 Woodbridge Ctr. Dr., Ste. 610
Woodbridge, NJ 07095-1142

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NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2009111900693001001S7DC6

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2009111900693001

Document Date: 07-01-2009

Preparation Date: 11-19-2009

Document Type: DEED

ASSOCIATED TAX FORM ID: 2009111900205

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

2

FOR CITY USE ONLY

C1. County Code _____ C2. Date Deed Recorded _____
 Month / Day / Year
 C3. Book _____ C4. Page _____
 OR
 C5. CRFN _____



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC
 (Rev 11/2002)

PROPERTY INFORMATION

1. Property Location: 319 BOND STREET BROOKLYN 11231
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name: 426 PRESIDENT STREET LLC
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address: _____
Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
LAST NAME / COMPANY FIRST NAME
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed: 2 # of Parcels OR Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: _____ X _____ OR _____ ACRES
FRONT FEET DEPTH

Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

8. Seller Name: TINNENY DANIEL
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

- A One Family Residential C Residential Vacant Land E Commercial G Entertainment / Amusement I Industrial
 B 2 or 3 Family Residential D Non-Residential Vacant Land F Apartment H Community Service J Public Service

SALE INFORMATION

10. Sale Contract Date: 7 / 1 / 2009
Month Day Year

11. Date of Sale / Transfer: 7 / 1 / 2009
Month Day Year

12. Full Sale Price \$ _____
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale: _____

14. Check one or more of these conditions as applicable to transfer:

- A Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type not Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is Included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: [G, 7] 16. Total Assessed Value (of all parcels in transfer): _____

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 438 3 | BROOKLYN 445 20

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE _____ DATE _____
 STREET NUMBER _____ STREET NAME (AFTER SALE) _____
 CITY OR TOWN _____ STATE _____ ZIP CODE _____

LAST NAME _____ FIRST NAME _____
 732 636-8800
 AREA CODE TELEPHONE NUMBER
 SELLER
 SELLER SIGNATURE _____ DATE _____

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

<i>Donald Fleming</i> BUYER SIGNATURE		BUYER Member	7/1/2009 DATE	Greenberg LAST NAME	Richard BUYER'S ATTORNEY FIRST NAME
15 STREET NUMBER	Coldsping STREET NAME (AFTER SALE)	732 AREA CODE	636-8800 TELEPHONE NUMBER	SELLER	
Staten Island CITY OR TOWNSHIP	NJ STATE	10304 ZIP CODE	<i>Donald Fleming</i> SELLER SIGNATURE	7/1/2009 DATE	

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
STREET NUMBER		STREET NAME (AFTER SALE)	732	636-8800
			AREA CODE	TELEPHONE NUMBER
			SELLER	
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE

**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8002 (short version), FORM 8007 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER
AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, is made on July 1, 2009, between DANIEL TINNENY, who presently resides at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the first part, and 383 CARROLL STREET LLC, a limited liability company of the State of New York with its principal place of business presently located at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar and No Cents (\$1.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, City and State of New York, late of the 10th Ward of the City of Brooklyn, County of Kings and State of New York, being bounded and described as follows:

PARCEL 1:

BEGINNING at the corner formed by the intersection of the southerly side of President Street with the easterly side of Bond Street;

RUNNING THENCE southerly along the easterly side of Bond Street, 60 feet; and

RUNNING THENCE easterly, parallel with President Street, 75 feet; and

RUNNING THENCE northerly, parallel with Bond Street, 60 feet to the southerly side of President Street; and

RUNNING THENCE westerly along the southerly side of President Street, 75 feet to the point or place of *BEGINNING*.

Sec 2
Block 445
Lots 8&11
Kings County

BEING known and designated as Section 2, Block 445 Lot 8 on the Tax Maps of the City of New York.

BEING also commonly known as and by street numbers 327-331 Bond Street, Brooklyn, New York.

PARCEL 2:

BEGINNING at the corner formed by the intersection of the westerly side of the Gowanus Canal with the northerly side of Carroll Street; and

RUNNING THENCE westerly along the northerly side of Carroll Street, 171 feet; and

RUNNING THENCE northerly parallel with Bond Street, 120 feet; and

RUNNING THENCE westerly parallel with President Street, 54 feet; and

RUNNING THENCE northerly parallel with Bond Street, 80 feet to the southerly side of President Street; and

RUNNING THENCE easterly along the southerly side of President Street, 95 feet; and

RUNNING THENCE southerly at right angles to President Street, 30 feet; and

RUNNING THENCE easterly parallel with President Street, 30 feet; and

RUNNING THENCE southerly again at right angles to President Street, 50 feet; and

RUNNING THENCE easterly parallel with President Street, 100 feet to the westerly side of Gowanus Canal; and

RUNNING THENCE southerly along the westerly side of Gowanus Canal, 120 feet to the point or place of *BEGINNING*.

BEING known and designated as Section 2, Block 445, Lot 11 on the Tax Maps of the City of New York.

BEING commonly known as and by the street numbers 383-401 Carroll Street and 383 President Street, Brooklyn, New York.

SAID PARCELS BEING formerly commonly known as and by the street numbers 327/329 Bond Street, 385-401 Carroll Street and 383 Carroll Street, Brooklyn, New York.

BEING the same real property and improvements thereon conveyed to the party of the first part by deed of **VIDAN AUTO SALVAGE CORP.**, a New York corporation, dated December 11, 1978 and recorded in the Office of the City Register of the City of New York, County of Kings, on December 15, 1978 in Reel 1041 at Page 857.

SUBJECT TO easements and restrictions 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.

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:

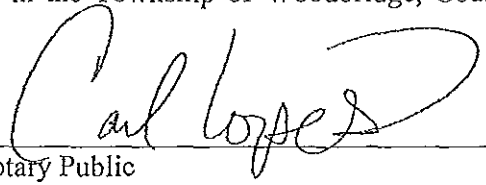



_____ DANIEL TINNENY

Acknowledgment by a Person Outside New York State (RPL § 309-b)

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.:

On the 1st day of June in the year 2009, before me, the undersigned, personally appeared DANIEL TINNENY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Township of Woodbridge, County of Middlesex and State of New Jersey.



Notary Public

CAROL S. LOPES
A Notary Public of New Jersey
No 2374304
My Commission Expires 6/3/2013

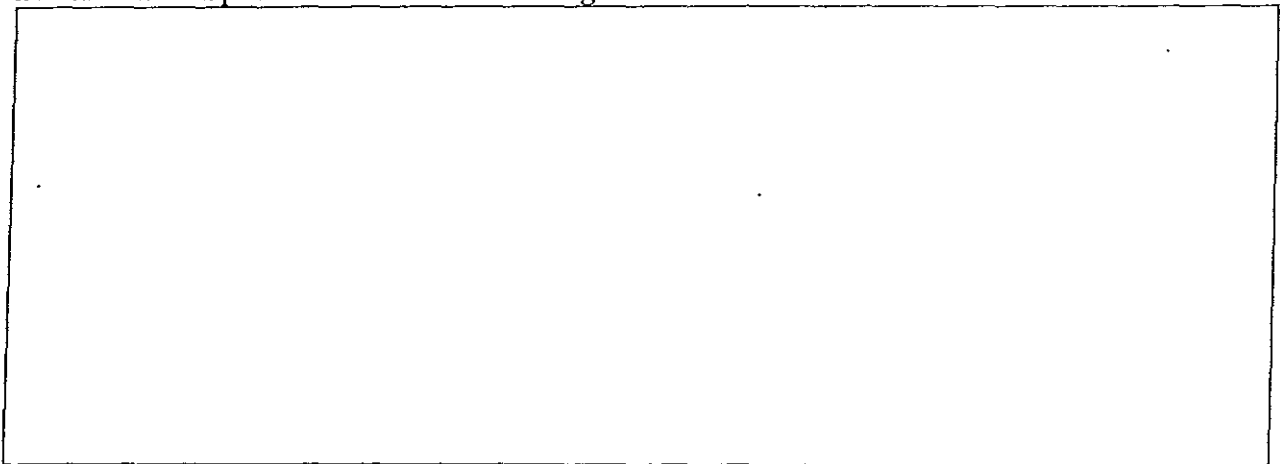
Deed

DANIEL TINNENY Section 2
To Block 445
383 CARROLL STREET LLC Lots 8 & 11
County or Town Kings

Return By Mail To:

Richard H. Greenberg, Esq.
Greenberg & Schulman, Attorneys at Law
90 Woodbridge Ctr. Dr., Ste. 610
Woodbridge, NJ 07095-1142

Reserve This Space For Use Of Recording Office



**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8002 (short version), FORM 8007 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER
AND PURCHASER BEFORE SIGNING.

' THIS INDENTURE, is made on July 1, 2009, between DANIEL TINNENY, who presently resides at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the first part, and TINNENY PRESIDENT STREET LLC, a limited liability company of the State of New York with its principal place of business presently located at 15 Coldspring Court, Staten Island, NY 10304-1359, herein referred to as the party of the second part,

WITNESSETH, that the party of the first part, in consideration of **One Dollar and No Cents (\$1.00)**, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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

BEGINNING at a point on the southeast line of Broad Street, distant 200.00 feet southwesterly from the intersection of the southwest line of Union Street with the southeast line of Bond Street as these streets are laid out on the present City Map and:

RUNNING THENCE southeasterly, along the northeast line of President Street, 300.00 feet to the northwest line of the Gowanus Canal; and

RUNNING THENCE southwesterly deflecting 90 degrees to the right along the northwest line of the Gowanus Canal, 60.00 feet to the southwest line of President Street; and

RUNNING THENCE northwesterly deflecting 90 degrees to the right along the southeast line of President Street, 300.00 feet to the southeast line of Bond Street; and

RUNNING THENCE northwesterly deflecting 90 degrees to the right along the southeast line of Bond Street, 60.00 feet to the point of place of *BEGINNING*.

Sec 2
Parts of:
Blk 438
Lots 1&3
Blk 445
Lots 8,11&20
Kings County

BEING the same real property conveyed to the party of the first part by deed of THE CITY OF NEW YORK dated June 26, 2003 and recorded in the Office of the City Register of the City of New York, County of Kings, on July 7, 2004 as document number 2004052700539001.

SUBJECT TO easements and restrictions of record.

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:



A handwritten signature in cursive script, appearing to be 'D. De...', written over a horizontal line.



A handwritten signature in cursive script, appearing to be 'Daniel Tinneny', written over a horizontal line.

DANIEL TINNENY

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

THIS INDENTURE, made the 9th day of February, nineteen hundred and seventy-nine BETWEEN MACPACK REALTY CORP., also known as MACPAC REALTY CORP., a domestic corporation, having its principal place of business at 2053 Flatbush Avenue, Brooklyn, New York

ST
99 03
X

party of the first part, and VIDAN AUTO SALVAGE CORP., a domestic corporation, having its principal place of business at 385-401 Carroll Street, Brooklyn, New York,

445

party of the second part,

LOT 20

WITNESSETH, that the party of the first part, in consideration of NINETY THOUSAND & 00/100 (\$90,000.00) ----- dollars,

lawful money of the United States, paid

438

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,

LOT 2

ALL that certain plots, pieces or parcels 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:

Parcel 1:

BEGINNING at the corner formed by the intersection of the westerly side of Gowanus Canal with the southerly side of President Street; running thence westerly along the southerly side of President Street 130 feet; thence southerly at right angles to President Street 30 feet; thence easterly parallel with President Street 30 feet; thence southerly at right angles to President Street 50 feet; thence easterly again parallel with President Street 100 feet more or less to the westerly side of Gowanus Canal; thence northerly along the said westerly side of Gowanus Canal 80 feet to the point or place of BEGINNING.

TOGETHER with all the right, title and interest, if any, of the party of the first part of, in and to the streets and avenues lying in front of and adjacent to said premises to the center lines thereof, and to land under waters of Gowanus Canal.

Parcel 2:

BEGINNING at a point on the easterly side of Bond Street distant 80 feet southerly from the corner formed by the intersection of the easterly side of Bond Street with the southerly side of Union Street; running thence easterly parallel with President Street 75 feet; thence southerly parallel with Bond Street 20 feet to the middle line of the block between Union and President Streets; thence easterly along the middle line of the block and parallel with President Street 225 feet to the Gowanus Canal; thence southerly along the Gowanus Canal 100 feet to the northerly side of President Street; thence westerly along the northerly side of President Street 225 feet; thence northerly again parallel with Bond Street 40 feet; thence westerly again parallel with President Street 75 feet to the easterly side of Bond Street; thence northerly along the easterly side of Bond Street 80 feet to the point or place of BEGINNING. Being the said several dimensions more or less.

REEL 1053 PAGE 1408

Being the same premises conveyed to MACPACK REALTY CORP., the grantor herein by deeds in Liber 6179 P. 145 and Liber 6441 P. 162 in which two deeds the name of the grantee was erroneously stated as MACPAC REALTY CORP.

SUBJECT to a purchase money first mortgage in the sum of \$69,000.00 given to secure a portion of the consideration expressed herein and is intended to be recorded simultaneously herewith.

REC-1053 PACT 1409

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.

REC 1053 JUN 14 1940

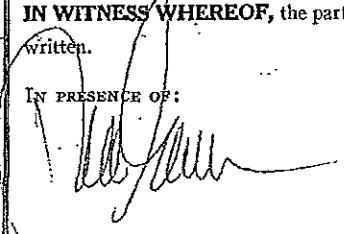
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

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.

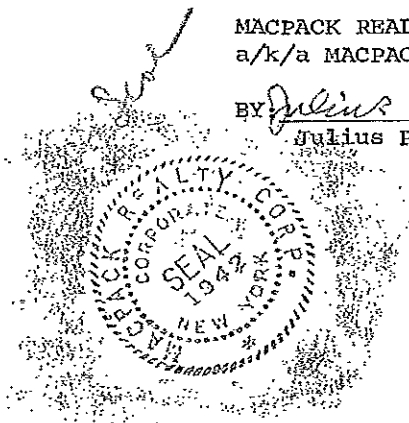
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



MACPACK REALTY CORP.
a/k/a MACPAC REALTY CORP.

BY Julius Packman
Julius Packman, President



STATE OF NEW YORK; COUNTY OF

55: STATE OF NEW YORK, COUNTY OF

55:

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 KINGS

55: STATE OF NEW YORK, COUNTY OF

55:

On the 9th day of February 19 79 before me personally came JULIUS PACKMAN to me known, who, being by me duly sworn, did depose and say that he resides at No. 2053 Flatbush Avenue, Brooklyn, New York ; that he is the President of MACPACK REALTY CORP.

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.

, 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.

Herbert Glick

HERBERT GLICK
Notary Public, State of New York
No. 24-431794
Qualified in Kings County
Commission Expires March 30, 1979

REC 1053 FEB 14 11

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 7824-0-1025-5075

MACPACK REALTY CORP., etc.

SECTION 2
BLOCK 445 and 438
LOT 20 and 3
COUNTY OR TOWN Kings

TO

VIDAN AUTO SALVAGE CORP.

RETURN BY MAIL TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
SECURITY TITLE AND GUARANTY COMPANY

Garcia & Stallone, Esqs.
1 Huntington Quadrangle
Huntington Station, N.Y.
Zip No. 11746

4480

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

1979 FEB 14 11:16

REC. FEE A-16
SST & 99.00
RIT # 2330

RECEIVED
REAL ESTATE
FEB 14 1979
TRANSFER TAX
KINGS COUNTY

TAX PAID

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

Marcus P. Dwyer
CITY REGISTER

REC. 1054 PAGE 646

THIS INDENTURE, made the 9th day of February, nineteen hundred and seventy-nine
BETWEEN VIDAN AUTO SALVAGE CORP., a domestic corporation having its
principal place of business at 385-401 Carroll Street, Brooklyn,
New York,

-0-

party of the first part, and DANIEL TINNENY, residing at 999 Hylan Boulevard,
Staten Island, 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, 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 the Borough of Brooklyn, County of Kings, City and
State of New York, bounded and described as follows:

PARCEL 1
445
79
BEGINNING at the corner formed by the intersection of the westerly
side of Gowanus Canal with the southerly side of President Street;
running thence westerly along the southerly side of President Street
130 feet; thence southerly at right angles to President Street 30
feet; thence easterly parallel with President Street 30 feet; thence
southerly at right angles to President Street 50 feet; thence easterly
again parallel with President Street 100 feet more or less to the
westerly side of Gowanus Canal; thence northerly along the said
westerly side of Gowanus Canal 80 feet to the point or place of
BEGINNING.

TOGETHER with all the right, title and interest, if any, of the party
of the first part of, in and to the streets and avenues lying in front
of and adjacent to said premises to the center lines thereof, and to
land under waters of Gowanus Canal.

PARCEL 2
431
2
BEGINNING at a point on the easterly side of Bond Street distant
80 feet southerly from the corner formed by the intersection of the
easterly side of Bond Street with the southerly side of Union Street;
running thence easterly parallel with President Street 75 feet;
thence southerly parallel with Bond Street 20 feet to the middle line
of the block between Union and President Streets; thence easterly
along the middle line of the block and parallel with President Street
225 feet to the Gowanus Canal; thence southerly along the Gowanus
Canal 100 feet to the northerly side of President Street; thence
westerly along the northerly side of President Street 225 feet;

thence northerly again parallel with Bond Street 40 feet; thence westerly again parallel with President Street 75 feet to the easterly side of Bond Street; thence northerly along the easterly side of Bond Street 80 feet to the point or place of BEGINNING. Being the said several dimensions more or less.

This conveyance has been made with the unanimous consent in writing of all the shareholders of the party of the first part.

Being the same premises conveyed to the party of the first part by deed dated February 9, 1979 from Macpac Realty Corp..

TOGETHER with all rights, 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

REN 1054 PAGE 648

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.

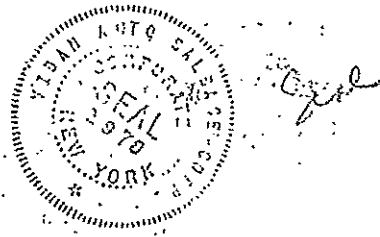
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Joseph M. Stettin

VIDAN AUTO SALVAGE CORP.

By *David Finney*
President



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

THIS INDENTURE, made the 12th day of June, nineteen hundred and eighty-nine
 BETWEEN
 THOMAS DE RISO, residing at No. 89 Third Street, Brooklyn,
 New York,

party of the first part, and
 DANIEL TINNENY, residing at 448 Stobe Avenue, Staten Island,
 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:

BEGINNING at the northeasterly corner of President and Bond Streets;
 RUNNING THENCE easterly along the northerly side of President Street, 75 feet;
 THENCE northerly parallel with Bond Street, 40 feet;
 THENCE westerly parallel with President Street, 75 feet to the easterly side of Bond Street; and
 THENCE southerly along the easterly side of Bond Street, 40 feet to the point or place of BEGINNING.

Said premises are commonly known as and by No. 321 and No. 323 Bond 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 words "parties" 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:


 THOMAS DE RISO

STATE OF NEW YORK, COUNTY OF

On the 12th day of June 19 89, before me personally came

THOMAS DE RISO

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

Gustavo A. Laserna

GUSTAVO A. LASERNA
Notary Public, State of New York
No. 4938598
Qualified in Nassau County
Commission Expires July 26, 1990

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.

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

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.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. NA-11-17533 K189


THOMAS DE RISO

SECTION 2
BLOCK 438
LOT 1 and 2
COUNTY OR TOWN Kings

TO

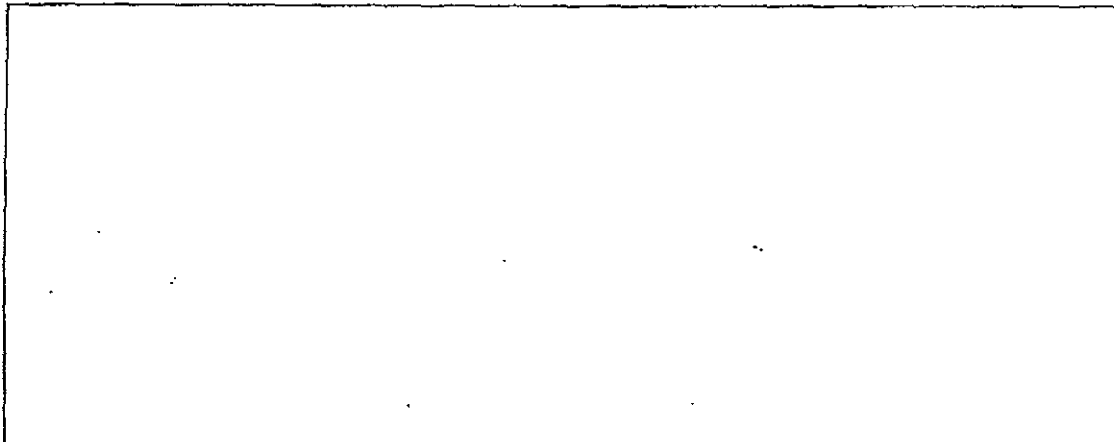
DANIEL TINNENEY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
SECURITY TITLE AND GUARANTY COMPANY
CHARTERED 1928  IN NEW YORK

ROBERT A. SGARLATO, ESQ.
26 Court Street
Suite 2005
Brooklyn, New York
Zip No. 11242

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE





CITY OF NEW YORK
DEPARTMENT OF BUSINESS SERVICES

110 William Street, New York, NY 10038
Telephone: (212) 613-6300
Fax: (212) 618-8989
Permits (212) 618-8759

WALLACE L. FORD II
COMMISSIONER

October 22, 1992

Ralph P. Albanese, R.A.,
16 Court Street, Suite 1109
Brooklyn, N.Y. 11201

Re: Certificate of Completion
No. 170
Vidan Auto Salvage/
Two Dans Enterprises
Storage and Sales of
Automatic Parts
327-329 Bond Street/
385-401 Carroll Street
Brooklyn

Dear Mr. Albanese:

This is in response to your previous correspondence, dated September 2, 1992, October 13, 1992, and October 19, 1992, concerning the above-referenced matter.

The material you have submitted has satisfactorily documented that Certificate of Completion No 170 is applicable to 385-401 Carroll Street, Brooklyn, as well as to 327-329 Bond Street.

The reasons are that the two properties are contiguous, are under the same ownership, and both have been approved for the use cited on the Certificate.

Very truly yours,

Stuart Lowenthal

Stuart Lowenthal, P.E.
Director
Permit Administration

NOTE: THIS CERTIFICATE OF COMPLETION
VOIDS AND SUPERSEDES CERTIFICATE OF
COMPLETION NO. 3514, ISSUED FEB. 16, 1962

EZ-1M sets 90314-4 (69)

Date... November 21, 1978

Nº 170

THE CITY OF NEW YORK
Economic Development Administration
Department of Ports and Terminals
BATTERY MARITIME BUILDING
NEW YORK, N. Y. 10004

CERTIFICATE OF COMPLETION

Plan
4987

This is to certify that the structure located at... 327-329 Bond Street
Gowanus Canal

Borough of Brooklyn, N.Y.

Application No. 611045 Dated Aug. 17, 1961 Filed by S. ALEXANDER and CO., INC.
New Owner - VIDAN AUTO SALVAGE CORP., 327-329 Bond St., Brooklyn, N.Y.

described as Change of Use for One Story Masonry Building
(Class Construction 3, Occupancy Group D-2)

has been satisfactorily completed in accordance with approved plans and specifications and the
rules and regulations of the Department of Ports and Terminals and therefore it is hereby permitted
to occupy said structure for the use of STORAGE and SALES OF AUTOMOTIVE PARTS,
and AUTO WRECKING (Zoning Use Groups 16 and 18)

subject to compliance with all the requirements and regulations of the Fire Department and other
City, State and Federal Departments.

No changes of use not consistent with this certificate shall be made unless first approved by the
Commissioner of Ports and Terminals.

No structural changes shall be made unless an approval of same has been obtained from the
Commissioner of Ports and Terminals.

Joseph H. Miller
Commissioner of Ports and Terminals
APPLICANT'S COPY Exp. Chief Engineer

A. Vick
(Signed by Vick)

APPROVED
PERMITS DIVISION

MAR 25 1993

NYC DEPT OF
BUSINESS SERVICES

AS APPLICABLE TO 385-401 CARROLL ST., BROOKLYN

Thomas Jardi
Bureau of Permits
(212) 618-8765

N9 431

Date MARCH 4, 1997

N.Y.C. DEPT. OF BUSINESS SERVICES
** Bureau of Maritime Services **
110 WILLIAM ST.
NEW YORK, NY 10038

CERTIFICATE OF COMPLETION

Plan #
8486
Bklyn.

This is to certify that the structure located at 313/319 Bond St., AKA, 419/441
President St., Gowanus Canal, Borough of Brooklyn
Application No. 950151, Dated 10/11/95, Filed by Daniel Tinneny
448 St. John Ave., Staten Island, N.Y. 10306
described as create an open and attended public parking lot for
120 automobiles

has been satisfactorily completed in accordance with approved plans and specifications and the
rules and regulations of the Department of Business Services and therefore it is hereby permitted
to occupy said structure for the use of an open and attended commercial
parking lot for 120 automobiles, (Zoning Use Group 8c)
subject to compliance with all the requirements and regulations of the Fire Department and other
City, State and Federal Departments.

No changes of use not consistent with this certificate shall be made unless first approved by the
Commissioner of Business Services.
No structural changes shall be made without an approval of same has been obtained from the
Commissioner of Business Services.

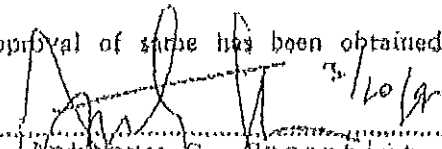

Anthony S. Rosentino, P.E.
Director, Express Permitting

EXHIBIT H

GUARANTY

In consideration of the execution of the within lease by the Landlord, at the request of the undersigned and in reliance of this guaranty, the undersigned hereby guarantees unto the Landlord, its successors and assigns, the prompt payment of all rent and the performance of all of the terms, covenants and conditions provided in said lease, hereby waiving all notice of default, and consenting to any extensions of time or changes in the manner of payment or performance of any of the terms and conditions of the said lease the Landlord may grant the Tenant, and further consenting to the assignment and the successive assignments of the said lease, and any modifications thereof, including the sub-letting and changing of the use of the demised premises, all without notice to the undersigned. The undersigned agrees to pay the Landlord all expenses incurred in enforcing the obligations of the Tenant under the within lease and in enforcing this guaranty.

Witness: (SEAL)

..... (SEAL)

Date:

LEASE
Two Dains Enterprises, Inc.
385 Carroll Street
Brooklyn, New York 11231
Daniel Tinney, President
Landlord
Shooting Star Coaches, Inc.
99 Joralemon Street Suite 2a
Brooklyn, New York 11201
Bennett D. Pironti, Jr. Owner
Tenant

Premises leased:
385-401 Carroll Street
Brooklyn, New York 11231
From: September 15, 1999
To: September 14, 2002

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

For value received, the undersigned Tenant hereby assigns all of said Tenant's right, title and interest in and to the within lease from and after unto heirs, successors, and assigns, the demised premises to be used and occupied for

and for no other purpose, it being expressly agreed that this assignment shall not in any manner relieve the undersigned assignor from liability upon any of the covenants of this lease.

Witness: (SEAL)

..... (SEAL)

Date:

In consideration of the above assignment and the written consent of the Landlord thereto, the undersigned assignee, hereby assumes and agrees from and after to make all payments and to perform all covenants and conditions provided in the within lease by the Tenant therein to be made and performed.

Witness: (SEAL)

..... (SEAL)

Date:

CONSENT TO ASSIGNMENT

The undersigned Landlord hereby consents to the assignment of the within lease to on the express conditions that the original Tenant

the assignor, herein, shall remain liable for the prompt payment of the rent and the performance of the covenants provided in the said lease by the Tenant to be made and performed, and that no further assignment of said lease or sub-letting of any part of the premises thereby demised shall be made without the prior written consent of the undersigned Landlord.

By TWO DAIN ENT'S
Daniel Tinney
Landlord
By Daniel Tinney

Date:

This Lease, dated the 1st day of September, 1999 Between

Parties Two Dans Enterprises, Ltd. hereinafter referred to as the Landlord, and Shooting Star Coaches, Inc. hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises described as follows, situated in the Borough of Brooklyn County of Kings and State of New York

Premises 385 - 401 Carroll Street, Brooklyn, New York 11231

Consisting of two buildings and an 18,000 square foot lot

Term The term of this demise shall be for Three years beginning September 15, 1999 and ending September 14, 2002 XXX

Rent The rent for the demised term shall be Two hundred fifty-two thousand (\$252,000.00), which shall accrue at the yearly rate of Eighty-four thousand dollars. IN ALL 22,000 RF 11/12/99 BTD 11/12/99

Payment of Rent The said rent is to be payable monthly in advance on the first day of each calendar month for the term hereof, in installments as follows:

6800.00 11/12/99 OT BTD 11/12/99 \$7,000.00 per month

One month's rent in advance as security. at the office of 385 Carroll Street - to be picked up by landlord or as may be otherwise directed by the Landlord in writing.

THE ABOVE LETTING IS UPON THE FOLLOWING CONDITIONS:

Peaceful Possession First.—The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term aforesaid.

Second.—The Tenant covenants and agrees to use the demised premises as a

Purpose Parking and maintenance facility for private hire coach buses

and agrees not to use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Default in Payment of Rent Third.—The Tenant shall, without any previous demand therefor, pay to the Landlord, or its agent, the said rent at the times and in the manner above provided, in the event of the non-payment of said rent, or any instalment thereof, at the times and in the manner above provided, and if the same shall remain in default for ten days after becoming due, or if the Tenant shall be dispossessed for non-payment of rent, or if the leased premises shall be deserted or vacated, the Landlord or its agents shall have the right to and may enter the said premises as the agent of the Tenant, either by force or otherwise, without being liable for any prosecution or damages therefor, and may relet the premises as the agent of the Tenant, and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, and all rights of the Tenant to repossess the premises under this lease shall be forfeited. Such re-entry by the Landlord shall not operate to release the Tenant from any rent or by fulfillment of covenants to be performed hereunder during the full term of this lease. For the purpose of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the leased premises as may be necessary to place the same in good order and condition. The Tenant shall be liable to the Landlord for the cost of such repairs or alterations, and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the monthly or term rent provided in this lease, the Landlord, at its option, may require the Tenant to pay such deficiency month by month, or may hold the Tenant in advance for the entire deficiency to be realized during the term of the reletting. The Tenant shall not be entitled to any surplus accruing as a result of the reletting. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease. The Landlord shall have the right, as agent of the Tenant, to take possession of any furniture, fixtures or other personal property of the Tenant found in or about the premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. The Tenant agrees to pay, as additional rent, all attorney's fees and other expenses incurred by the Landlord in enforcing any of the obligations under this lease.

Abandonment of Premises

Re-entry and Reletting by Landlord

Tenant Liable for Deficiency

Lien of Landlord to Secure

Performance Attorney's Fees

Subletting and Assignment

Condition of Premises, Repairs

Fourth.—The Tenant shall not sub-let the demised premises nor any portion thereof, nor shall this lease be assigned by the Tenant without the prior written consent of the Landlord endorsed hereon.

Fifth.—The Tenant has examined the demised premises, and accepts them in their present condition (except as otherwise expressly provided herein) and without any representations on the part of the Landlord or its agents as to the present or future condition of the said premises. The Tenant shall keep the demised premises in good condition, and shall redecorate, paint and renovate the said premises as may be necessary to keep them in repair and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions, or improvements to said premises without the

Alterations and Improvements
 Sanitation, Inflammable Materials, Sidewalks
 Mechanics' Liens
 Glass
 Liability of Landlord
 Services and Utilities
 Right to Inspect and Exhibit
 Damage by Fire, Explosion, The Elements or Otherwise
 Observation of Laws, Ordinances, Rules and Regulations
 Signs
 Subordination to Mortgages and Deeds of Trust
 Date of Premises
 Rules and Regulations of Landlord
 Non-waiver of Breach

prior written consent of the Landlord. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter. If this lease covers premises, all or a part of which are on the ground floor, the Tenant further agrees to keep the sidewalks in front of such ground floor portion of the demised premises clean and free of obstructions, snow and ice.

Sixth.—In the event that any mechanics' Lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at his option, after thirty days' notice to the Tenant, may terminate this lease and may pay the said lien, without impairing into the validity thereof, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the said Lien, as additional rent hereunder.

Seventh.—The Tenant agrees to replace at the Tenant's expense any and all glass which may become broken in and on the demised premises. Plate glass and mirrors, if any, shall be insured by the Tenant at their full insurable value in a company satisfactory to the Landlord. Said policy shall be of the full premium type, and shall be deposited with the Landlord or its agent.

Eighth.—The Landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of which the premises are a part, or for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

Ninth.—Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows: water by the Tenant; gas by the Tenant; electricity by the Tenant; heat by the Tenant; refrigeration by the Tenant; hot water by the Tenant.

The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Tenth.—The Landlord, or its agents, shall have the right to enter the demised premises at reasonable hours in the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as it shall deem necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any such repairs, additions or alterations), or to exhibit the same to prospective purchasers and put upon the premises a suitable "For Sale" sign. For three months prior to the expiration of the demised term, the Landlord, or its agents, may similarly exhibit the premises to prospective tenants, and may place the usual "To Let" signs thereon.

Eleventh.—In the event of the destruction of the demised premises or the building containing the said premises by fire, explosion, the elements or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the demised premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then and in such case the term hereby created shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction, and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender. In which event the Landlord may re-enter and re-possess the premises thus discharged from this lease and may remove all parties therefrom. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, the Landlord may enter and repair the same with reasonable speed, and the rent shall not accrue after said injury or while repairs are being made, but shall recommence immediately after said repairs shall be completed. But if the premises shall be so slightly injured as not to be rendered untenable and unfit for occupancy, then the Landlord agrees to repair the same with reasonable promptness and in that case the rent accrued and accruing shall not cease or decrease. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Twelfth.—The Tenant agrees to observe and comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises. The Tenant agrees not to do or permit anything to be done in said premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will obstruct or interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvements or contents thereof as additional rent.

Thirteenth.—No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Fourteenth.—This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

Fifteenth.—In the event of the sale by the Landlord of the demised premises, or the property of which said premises are a part, the Landlord or the purchaser may terminate this lease on the thirtieth day of April in any year upon giving the Tenant notice of such termination prior to the first day of January in the same year.

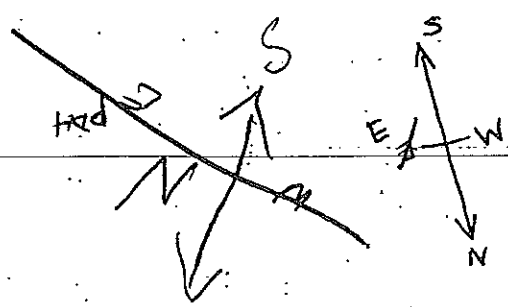
Sixteenth.—The rules and regulations regarding the demised premises, affixed to this lease, if any, as well as any other and further reasonable rules and regulations which shall be made by the Landlord, shall be observed by the Tenant and by the Tenant's employees, agents and customers. The Landlord reserves the right to rescind any presently existing rules applicable to the demised premises, and to make such other and further reasonable rules and regulations as, in its judgment, may from time to time be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order therein, which rules, when so made and notice thereof given to the Tenant, shall have the same force and effect as if originally made a part of this lease. Such other and further rules shall not, however, be inconsistent with the proper and rightful enjoyment by the Tenant of the demised premises.

Seventeenth.—In the event of any breach of the covenants, agreements and conditions of this lease, or of the rules and regulations made or hereafter to be reasonably established by the Landlord, and in a failure to be corrected within ten days after notice thereof given to the Tenant, this lease shall nevertheless, at the option of the Landlord, become null and void, and the Landlord may re-enter without further notice or consent. The rent in such case shall become due, be apportioned and paid on and up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall constitute or be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease null and void and to re-enter upon the demised premises after the said breach or violation.

EXHIBIT I

EXHIBIT J

16/5/99
10-907570

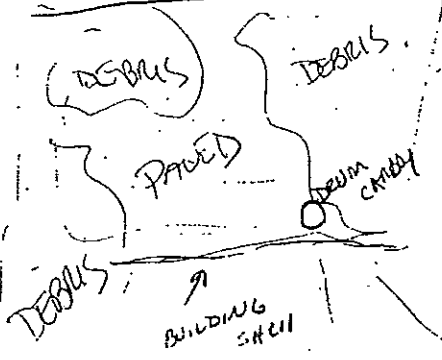


CARROLL ST.

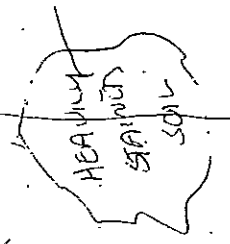
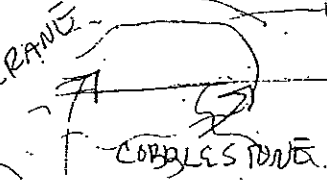
BUILDING

STACKED CARPANTS

BOND STREET



GOWANIS CANAL



CARS

CONTAINERS

CARS

CONCRETE SLAB

PRESIDENT ST.

GATE

WOOD WORKING

CONTAINERS

UNION

LODGE
326
BOND

0930

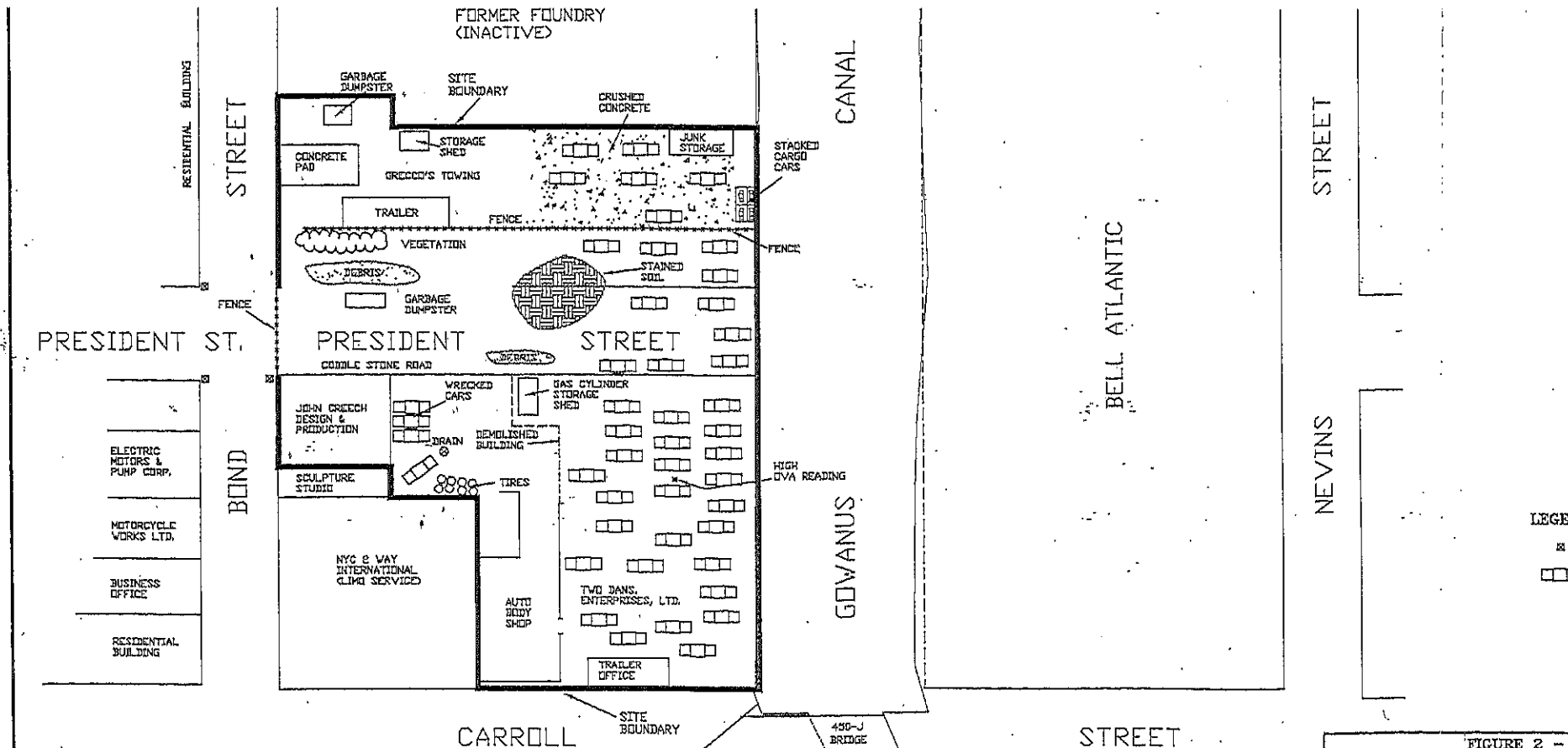
0932

0940

0950

6/25/91

EXHIBIT K



- DRAWING NOT TO SCALE -

WESTON Roy F. Weston, Inc.
 FEDERAL PROGRAMS DIVISION
 IN ASSOCIATION WITH PRC ENVIRONMENTAL MANAGEMENT, INC.,
 C.C. JOHNSON & MALHOTRA, P.C., RESOURCE APPLICATIONS, INC.,
 R.E. SARRIERA ASSOCIATES, AND GRB ENVIRONMENTAL SERVICES, INC.

FIGURE 2 -
 VIDAN AUTO
 BROOKLYN, KINGS CO
 OCTOBER
 US ENVIRONMENTAL P.
 SUPERFUND TECHNICAL ASSES
 CONTRACT# 88-WE
 DRAWN BY : J. HAMPTON JR.
 EPA TASK MONITOR: C. MOYK
 START PROJECT MANAGER: COSTA

LEGE
 &
 □



Photo 1 Storm drain located at the intersection of Bond and President Streets. 1130



Photo 2 Cars in storage at the section of the site used by Grecco's Towing. 1133



Photo 9

1200

Storm drain behind office building housing John Creech Design and Production.

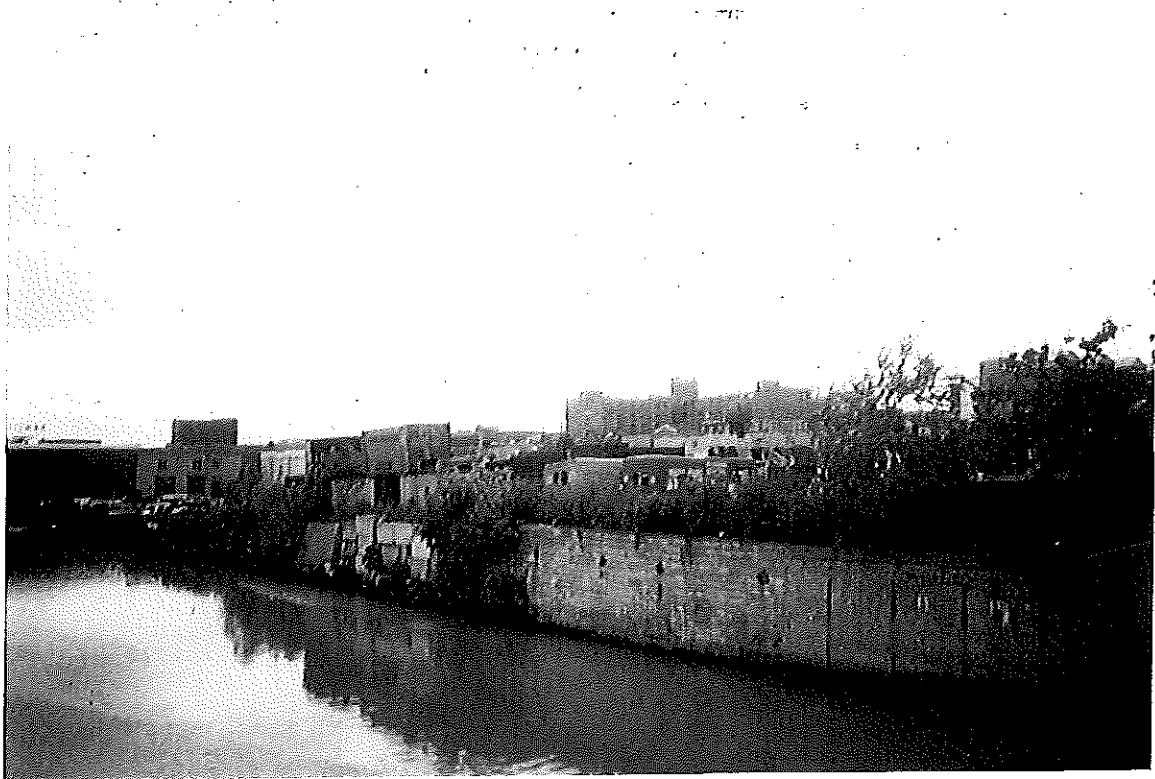


Photo 10

1215

View of back side of the site taken from bridge on Union Street.



Wastewater Charge for Stormwater on Parking Lots

February 8, 2011

*****MIXED AADC 112 T5 P1-552
TINNENY PRESIDENT STR
426 PRESIDENT ST
BROOKLYN, NY 11231-5031

PROPERTY ADDRESS
319 BOND ST
Borough: Brooklyn
Block: 00438 **Lot:** 0003
Account No: 6001037337001

Dear TINNENY PRESIDENT STR:

The New York City Department of Environmental Protection (DEP) bills properties for water and wastewater services provided. Parking lots generate significant quantities of wastewater in the form of stormwater runoff, but historically have not been charged by DEP for discharges to the Wastewater System, unless they are also supplied with water from the Water Supply System. As approved by the New York City Water Board on May 21, 2010, most standalone parking lots are now being assessed a wastewater charge for stormwater.

This is your first stormwater bill and covers a period of 181 days. Future stormwater bills will be sent annually starting in May, 2011. Your wastewater charge for stormwater is based on an annual rate of \$0.05 per square foot of property area. Your property's square footage was calculated based on tax lot data from the New York City Department of Finance.

Prior charges: \$ 0.00
Prior late payment charges: \$ 0.00
Prior balance: \$ 0.00

New billable items: 028463 square feet of property area.
Days: 181 days from 01/01/11 to 06/30/11
Current charges:

*PAID
3/7/11
CK 1037
426*

\$ 705.68
\$ 705.68

Total amount due:

Please pay by the due date given below or you will be assessed late payment charges. If you have any questions regarding the charges, please contact the New York City Department of Environmental Protection at (718) 595-7000. You can also visit us online at www.nyc.gov/dep

PLEASE DETACH AND RETURN WITH YOUR MAILED PAYMENT. DON'T FORGET TO WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



ACCOUNT NUMBER	PAYMENT DUE DATE	AMOUNT DUE
6001037337001	March 8, 2011	\$ 705.68

Make check payable to: NYC Water Board
Please send payment in the enclosed envelope to:

TINNENY PRESIDENT STR
426 PRESIDENT ST
BROOKLYN, NY 11231-5031

NYC Water Board
PO BOX 410
Church Street Station
New York, NY 10008-0410

EXHIBIT L

No. 296

DEPARTMENT

DATE OF ISSUANCE
NEW YORK

Oct. 26 1966

In consideration of TEN DOLLARS

31.33 Bright
This License is issued subject to
Markets, and shall continue in
and is NOT TRANSFERABLE.

Countersigned:

Form R.E. 63-1M sets 701188(59) 114

THIS LICENSE IS NOT VALID UN



No. 48502

1967
DEPARTMENT
NEW YORK

is hereby Registered as a Co
This Certificate must be disp
This Certificate is issue
shall continue in force for the
Countersigned
NOT TRANSFERABLE. REF

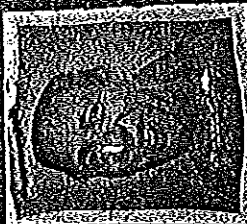
In consideration of the sum of Ten Dollars

DEPARTMENT

No. 9140

THE CITY OF NEW YORK
COAL DEALER CERTIFICATE

THIS PERMIT MUST BE PROD



THE CITY OF NEW YORK

THIS LICENSE MUST BE DISPLAY

No. 15848

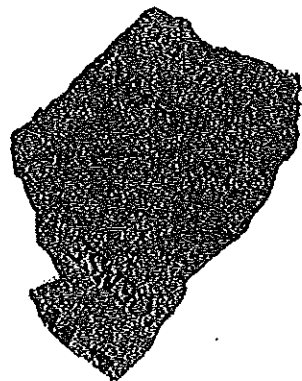
DEPART

DATE OF ISSUANCE
NEW YORK

Oct. 26 1966

In consideration of TEN DO

Mr. Myron
This License is issued subje
Markets, and shall
and is NOT TRA



THIS PERMIT MUST BE PRODUCED ON DEMAND

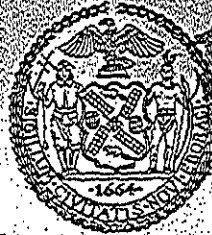
THE CITY OF NEW YORK

\$10.00

No. 48646

COAL DEALER CERTIFICATE OF REGISTRATION

No. 9140



968-30
OF MARKETS

DATE OF ISSUANCE

DEPARTMENT

NEW YORK

June 25 1968

THIS CERTIFICATE EXPIRES JUNE 30th, 1969

In consideration of the sum of Ten Dollars, receipt of which is acknowledged

is hereby Registered as a Coal Dealer at Grand Coal Co. 426 W. 11th St.

This Certificate must be displayed in place of Business at all Times.

This Certificate is issued subject to the strict observance of all laws and regulations and shall continue in force for the period ending JUNE 30th, 1969, unless sooner terminated.

Countersigned

NOT TRANSFERABLE. R.F. 191-1M 5-13-70 (62) 457

Department of Markets, and
NOT TRANSFERABLE

[Signature]
Commissioner

THIS LICENSE IS NOT VALID UNLESS IT IS PRODUCED ON DEMAND

MARKETS

THIS PERMIT MUST BE PRODUCED ON DEMAND

THE CITY OF NEW YORK

\$10.00

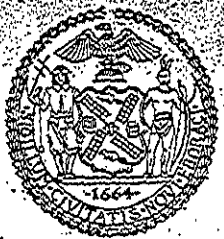
No. 48730

COAL DEALER CERTIFICATE OF REGISTRATION

No. 9140

DATE OF ISSUANCE

DEPARTMENT



DEPARTMENT OF MARKETS

NEW YORK

June 26 1969

THIS CERTIFICATE EXPIRES JUNE 30th 1970

In consideration of the sum of Ten Dollars, receipt of which is acknowledged.....

is hereby Registered as a Coal Dealer at.....

Grand Coal Co
426 President St. Brooklyn NY

This Certificate must be displayed in place of Business at all Times.

This Certificate is issued subject to the strict observance of all laws, rules and regulations of the Department of Markets and shall continue in force for the period ending JUNE 30th, 1970, unless sooner suspended or revoked, and is NOT TRANSFERABLE.

Countersigned

[Signature]

NOT TRANSFERABLE. R.F. 191-IM sets 702497 (62)

Clerk

THIS LICENSE IS NO VALID UNLESS OF THE COMMISSIONER OF PUBLIC MARKET

EXHIBIT M

THIS PERMIT MUST BE PRODUCED ON DEMAND

THE CITY OF NEW YORK

\$10.00

No. ⁴⁸⁵⁰
1967-68

COAL DEALER CERTIFICATE OF REGISTRATION

No. 4862



DATE OF ISSUANCE

DEPARTMENT

OF MARKETS

NEW YORK

June 21 1967

THIS CERTIFICATE EXPIRES JUNE 30th 1968

In consideration of the sum of Ten Dollars, received

Ashland Coal

is hereby Registered as a Coal Dealer at
This Certificate must be displayed in place of Business License

This Certificate is issued subject to the strict conditions of the regulations and shall continue in force for the period ending JUNE 30th

Countersigned

[Signature]

NOT TRANSFERABLE. R.F. 191-IM sets-702497 (62)

continue
NOT TRANSFERABLE
01188 (59)

[Signature]
Department of Markets and
NOT TRANSFERABLE
[Signature]

THIS LICENSE IS NOT VALID UNLESS

NOT VALID UNLESS

THIS PERMIT MUST BE PRODUCED ON DEMAND

THE CITY OF NEW YORK

\$10.00

No. 48645

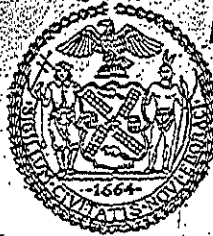
COAL DEALER CERTIFICATE OF REGISTRATION

No. 4862

1968-69

DATE OF ISSUANCE

DEPARTMENT



OF MARKETS

NEW YORK

June 25

1968

THIS CERTIFICATE EXPIRES JUNE 30th, 1969

In consideration of the sum of Ten Dollars, receipt of which is acknowledged

Ashland Coal Co.

is hereby Registered as a Coal Dealer at

426

President St. Bklyn NY

This Certificate must be displayed in place of Business at all Times.

This Certificate is issued subject to the strict observance of all laws, rules and regulations of the Department of Markets, and shall continue in force for the period ending JUNE 30th, 1969, unless ~~over~~ suspended or revoked, and is NOT TRANSFERABLE

Countersigned

[Signature]

[Signature]

Commissioner

NOT TRANSFERABLE. R.F. 191—LM sets-702497 (69)

THIS LICENSE IS NOT VALID UNLESS IT BEA

ER OF PUBLIC MARKETS

THIS PERMIT MUST BE PRODUCED ON DEMAND

THE CITY OF NEW YORK

\$10.00

No. 48729

COAL DEALER CERTIFICATE OF REGISTRATION

No. 4862

1969-70

DATE OF ISSUANCE

DEPARTMENT



DEPARTMENT OF CONSUMER AFFAIRS

NEW YORK, June 26 1969

THIS CERTIFICATE EXPIRES JUNE 30th, 1970

In consideration of the sum of Ten Dollars, receipt of which is acknowledged.....

Ashland Coal Co

is hereby Registered as a Coal Dealer at.....

426 President St. Bklyn NY

This Certificate must be displayed in place of Business at all Times.

This Certificate is issued subject to the strict observance of all laws, rules and regulations of the Department of Markets, and shall continue in force for the period ending JUNE 30th, 1970, unless sooner suspended or revoked, and is NOT TRANSFERABLE.

Countersigned

Joseph ...
Commissioner

NOT TRANSFERABLE. R.F. 191-JM sets-702497 (62) 447

Clerk

THIS LICENSE IS NOT VALID UNLESS IT BEAR

COMMISSIONER OF PUBLIC MARKETS

EXHIBIT N

FIRE DEPARTMENT
DIV. OF FIRE PREVENTION
MANHATTAN

CERTIFICATE OF FITNESS FIRE DEPT. DIV. OF FIRE PREVENTION
NOT VALID UNTIL DATED AND
NUMBERED BY ISSUING OFFICE

EXPIRES **82525 JUL-1-66**
JUN 30 1969

FEE **\$9.00**

SPACES BELOW TO BE FILLED IN BY APPLICANT

APPLICANT'S NAME: **PACKMAN JULIUS**
STREET AND NO.: **74 ST. WYOMING ST.**
CITY OR POST OFFICE AND BORO: **BKLYN**
DIVE LEGAL RESIDENCE: **NO. 11207 STATE N.Y.**

ANY ALTERATION VOID THIS CERTIFICATE

DATE OF BIRTH: **MO. 16 DAY 17 YEAR** SEX: **M**

WEIGHT: 170 LBS.	HEIGHT: 5 FT. 10 IN.	COLOR OF EYES: BROWN	COLOR OF HAIR: BROWN
-------------------------	-----------------------------	-----------------------------	-----------------------------

EMPLOYER'S NAME: **ASHLAND COAL CO**
ADDRESS WHERE EMPLOYED: **430 RESIDENT ST BORO BKLYN**

PENALTY FOR FALSIFICATION: FALSIFICATION OF ANY STATEMENTS MADE HEREIN IS AN OFFENSE PUNISHABLE BY FINE OR IMPRISONMENT OR BOTH (N.Y. O. ADM. CODE, SECTION 802.9(b))

Julius Packman
SIGN YOUR NAME IN FULL - NOT INITIALS

THIS DEPT. ISSUING OF ANY CHANGE OF EMPLOYMENT WITHIN TEN DAYS AFTER SUCH CHANGE OCCURS

FIRE DEPARTMENT
DIV. OF FIRE PREVENTION
MANHATTAN

CERTIFICATE OF FITNESS FIRE DEPT. DIV. OF FIRE PREVENTION
RENEWAL STUB

EXPIRES **82525 JUL-1-66**
JUN 30 1969

SPACES BELOW TO BE FILLED IN BY APPLICANT

APPLICANT'S NAME: **PACKMAN JULIUS**
STREET AND NO.: **74 ST. WYOMING ST.**
CITY OR POST OFFICE AND BORO: **BKLYN**
DIVE LEGAL RESIDENCE: **NO. 11207 STATE N.Y.**

PENALTY FOR FALSIFICATION: FALSIFICATION OF ANY STATEMENTS MADE HEREIN IS AN OFFENSE PUNISHABLE BY FINE OR IMPRISONMENT OR BOTH (N.Y. O. ADM. CODE, SECTION 802.9(b))

Julius Packman
SIGN YOUR NAME IN FULL - NOT INITIALS

IMPORTANT NOTICE
APPLICATION FOR RENEWAL MAY BE MADE 60 DAYS BEFORE EXPIRATION. THE CERTIFICATE IS RENEWABLE WITHOUT EXAMINATION FOR ONE YEAR AFTER EXPIRATION.

A-21 (7764)

DO NOT DETACH UNTIL APPLICATION IS MADE FOR RENEWAL

(Not to be filled in by Applicant)

OPERATION AUTHORIZED BY CERTIFICATE

Handle Gasoline in Care

This renewal stub must accompany your next application for renewal.

Renewal application forms may be obtained from the Fire House nearest your place of employment.

The person named and described on the reverse side, having complied with the provisions of the administrative code and the rules and regulations made thereunder in accordance with the laws now in force and having passed an examination, is authorized to:

ROBERT O. LOWERY
Fire Commissioner

EXHIBIT O

THE CITY OF
NEW YORK

Amount \$10.00

No. 7089 License Plate No. 829

LICENSED COAL TRUCK

Department of Markets

Date Issued 3/13/61 Will License Expires Dec 31, 1961

New York App. No.

Central Fuel Corp
426 President St.oklyn

DESCRIPTION OF VEHICLE

Motor Vehicle Reg. No.	699-291 (61)	Make	Merch	Year	1950	EM	3542959
Total Capacity	360	No. Compartments	1	Capacity, Each Compartment	1 Ton	Side Boards	none

A. Warrick
Commissioner

STATE OF NEW YORK DEPT. OF TAXATION AND FINANCE

HIGHWAY USE PERMIT

4th SERIES

PERMIT NO. - DATE OF ISSUANCE
382161
MAR 1 1961

STATE OF NEW YORK
TRUCK MILEAGE TAX SECTION
(DO NOT WRITE IN THIS SPACE)

NOT TRANSFERABLE

PERMIT IS NOT VALID UNLESS IT CONTAINS
SERIALS OR CORRECTIONS
IT MUST BE CARRIED IN THE VEHICLE
IT IS NOT VALID UNTIL DATED AND NUMBERED
BY TRUCK MILEAGE TAX SECTION

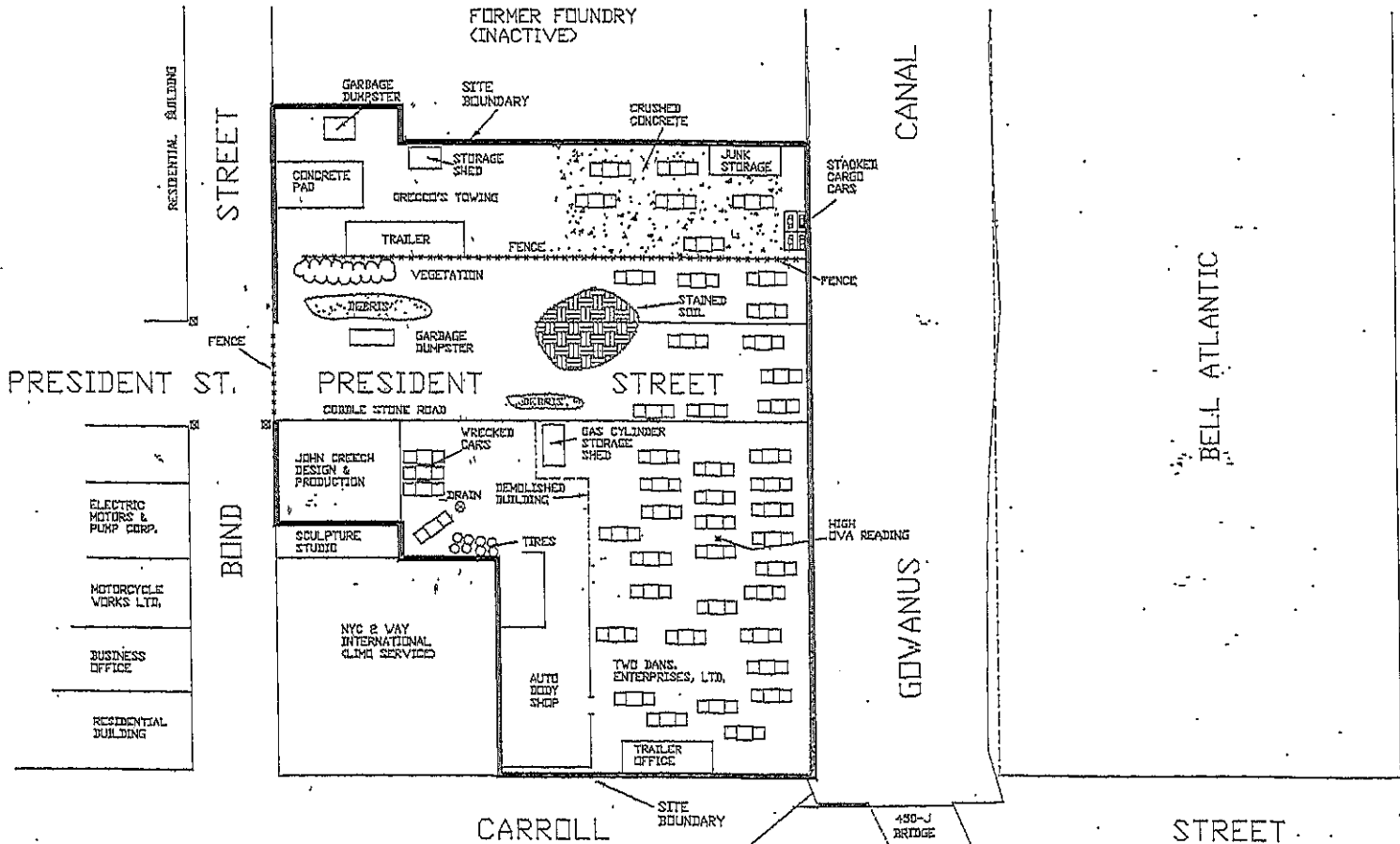
SPACES BELOW TO BE FILLED IN BY APPLICANT - PLEASE PRINT

NAME AND ADDRESS OF APPLICANT
Central Fuel Corp
426 President St
Brooklyn NY

PLATE NO.	VEHICLE	FUEL	YEAR
<i>699-291</i>	<i>TRUCK</i>	<input type="checkbox"/> GAS <input type="checkbox"/> DIESEL	<i>1950</i>
MAKE	LOAD CAPACITY	MAXIMUM GROSS WEIGHT	
<i>Merch</i>	<i>1 Ton</i>	<i>24500</i>	

JOHANN MURPHY, PRESIDENT
STATE TAX COMMISSION

EXHIBIT P



- DRAWING NOT TO SCALE -

WESTON Roy F. Weston, Inc.
FEDERAL PROGRAMS DIVISION

IN ASSOCIATION WITH PRC ENVIRONMENTAL MANAGEMENT, INC.,
C.C. JOHNSON & MALHOTRA, P.C., RESOURCE APPLICATIONS, INC.,
R.E. SARRIERA ASSOCIATES, AND GRB ENVIRONMENTAL SERVICES, INC.

FIGURE 2 -
VIDAN AUTO
BROOKLYN, KINGS CO
OCTOBER
US ENVIRONMENTAL P.
SUPERFUND TECHNICAL ASSESS
CONTRACT# 88-WE

DRAWN BY : J. HAMPTON JR.

EPA TASK MONITOR: C. MOYIK

START PROJECT MANAGER: S. DeCOSTA

LEGEND

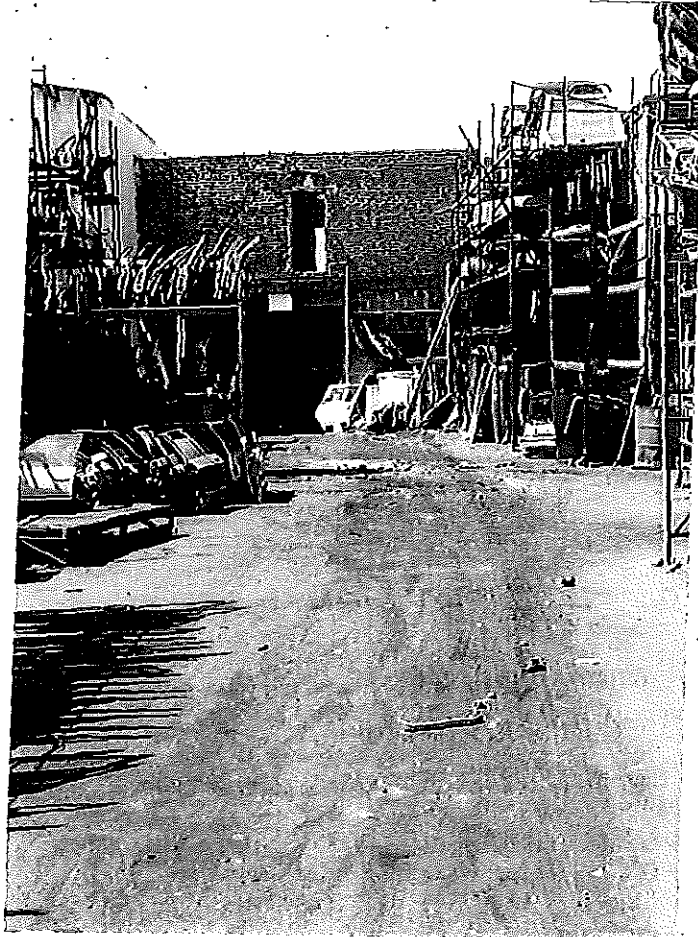


1P-7

June 25, 1991
Photo of stained soil and drain in the area of
stacked car parts storage.

1045

VIDAN AUTO SALVAGE, BROOKLYN, NEW YORK



1P-8

June 25, 1991
Photo of car parts storage area; facing south
(Note: drain in center background).

1050

EXHIBIT Q

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

Policy Number: CPG7003835-07

Name Insured and Mailing Address:

DANIEL TINNENY
15 COLD SPRING COURT
STATEN ISLAND NY 10304

Producer and Mailing Address:

MORSTAN GENERAL AGENCY INC.
600 COMMUNITY DRIVE
P.O. BOX 4500
MANHASSET NY 11030

The policy period is from 12/24/2007 to 12/24/2008 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: BUILDING OWNER / PRIVATE PARKING

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
COMMERCIAL AUTO COVERAGE PART	_____
COMMERCIAL CRIME COVERAGE PART	_____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	10,364.00
COMMERCIAL INLAND MARINE COVERAGE PART	_____
COMMERCIAL PROPERTY COVERAGE PART	_____
DIRECTOR'S AND OFFICER'S LIABILITY COVERAGE PART	_____
CERTIFIED TERRORISM LOSS PREMIUM	_____
NY FIRE FEE	_____
TOTAL	10,364.00

Premium shown is payable: 10,364 at inception.

Forms applicable to all Coverage Parts: (Show Numbers)*

See Schedule of Forms and Endorsements SC HF

* Omit applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

Countersigned: 12/05/07

By _____
(Authorized Representative)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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JL 0019 (11/85)

INSURED

This Schedule effective 12:01 A.M. 12/24/2007 forms a part of

Policy No. CPG7003835-07 Issued to DANIEL TINNENY

CastlePoint Insurance Company

Schedule-F

Schedule "F"- Forms, Endorsements and Schedules

Form No	Edition Date	Description
IL0019 (11/85)		COMMON DEC PAGE
IL 00 17 (11/98)		COMMON POLICY CONDITIONS
IL 09 85 (01/06)		DISCLOSURE PURSUANT TO TRIA
IL 02 68 (11/05)		NY CHANGES-CANCELLATION & NONRENEWAL
GL 150 (11/85)		GENERAL LIABILITY DECLARATIONS
GL 150 E (11/85)		GENERAL LIABILITY EXTENSION OF DECLARATIONS
CG9 21 01 (05/06)		ASBESTOS EXCLUSION
CG9 21 02 (05/06)		EMPLOYMENT DISCRIMINATION & RELATED PRACTICES EXCL
CG9 21 03 (05/06)		DISCRIMINATION EXCLUSION
CG 00 01 (10/01)		COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 00 62 (12/02)		WAR LIABILITY EXCLUSION
CG 00 67 (03/05)		EXCL-VIOLATION OF STATUTES THAT GOVERN EMAIL
CG 21 04 (11/85)		EXCL-PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 36 (01/96)		EXCL-NEW ENTITIES
CG 21 39 (10/93)		CONTRACTUAL LIABILITY LIMITATION ENDT
CG 21 44 (07/98)		LIMITATION OF COVERAGE TO DESIGNED PREMISES/PROJECT
CG 21 49 (09/99)		TOTAL POLLUTION EXCL ENDT
CG 21 60 (09/98)		EXCL-YEAR 2000 COMPUTER & OTHER ELECTRONIC PROB
CG 01 04 (12/01)		NY CHANGES-PREMIUM AUDIT
CG 01 63 (09/99)		NY CHANGES/CGL COVERAGE FORM
CG 21 73 (12/02)		EXCLUSION OF CERTIFIED ACTS OF TERRORISM & OTHER ACTS OF TERRORISM
CG 26 21 (10/91)		NY CHANGES-TRANSFER OF DUTIES
IL 00 23 (07/02)		NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

CastlePoint Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. CPG7003835-07

Effective Date: 12/24/2007

"X" if Supplemental Declaration is attached

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>INCLUDED</u>

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Forms of Business
 Individual
 Limited Liability Company
 Joint Venture
 Partnership
 Trust
 Organization, Including a Corporation
(But not including a Partnership, Joint Venture or Limited Liability Company)

Business Description:* BUILDING OWNER / PRIVATE PARKING

Location of All Premises You Own, Rent or Occupy

1)	327 BOND STREET	BROOKLYN	NY	11231
2)	385 CARROLL STREET	BROOKLYN	NY	11231
3)	387 CARROLL STREET	BROOKLYN	NY	11231
4)	401 CARROLL STREET	BROOKLYN	NY	11231
5)	426 PRESIDENT STREET	BROOKLYN	NY	11215

PREMIUM

Location	Classification	Code. No.	Premium Basis	Rate		Advance Premium	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
01	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500	240.172	INCL**	1,081	INCL**
02	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500 (a) Area (p) Payroll (s) Gross Sales (o) Other (Define)	240.172	INCL**	1,081	INCL**
Total Advance Premium \$						10,364	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Schedule of Forms and Endorsements SC HF

*Entry optional if shown in Common Policy Declarations

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

GL 150 (11/85)

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CastlePoint Insurance Company
COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No: CPG7003835-07

LOCATION OF PREMISES							
Location of All Premises You Own, Rent or Occupy:							
3)	387 CARROLL STREET	BROOKLYN	NY	11231			
4)	401 CARROLL STREET	BROOKLYN	NY	11231			
5)	426 PRESIDENT STREET	BROOKLYN	NY	11215			
PREMIUM							
Location Number	Classification	Code No.	Premium Basis	Prem Ops	Rate Prod/Comp Ops	Advance Premium Prem Ops	Prod/Comp Ops
03	PARKING-PRIVATE	46622	(A) 4000	\$ 159.511	\$ INCL**	\$ 638	\$
04	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 2000	240.172	INCL**	480	
05	BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT	61226	(A) 2000	591.192	INCL**	1,182	
05	PARKING-PRIVATE	46622	(A) 15000	159.511	INCL**	2,393	
05	PARKING-PRIVATE	46622	(A) 8000	159.511	INCL**	1,276	
05	PARKING-PRIVATE	46622	(A) 14000	159.511	INCL**	2,233	
Extension of Declarations --				Total Advance Premium \$			

GL 150 E(11/85)

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CastlePoint Insurance Company
COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No: CPG7003835-07

LOCATION OF PREMISES							
Location of All Premises You Own, Rent or Occupy:							
PREMIUM							
Location Number	Classification	Code No.	Premium Basis	Prem Ops	Rate Prod/Comp Ops	Advance Premium Prem Ops	Premium Prod/Comp Ops
**PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT				\$	\$	\$	\$
Extension of Declarations – Total Advance Premium \$							

GL 150 E(11/85)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1994.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$ EXCLUDED
 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

Federal share of terrorism losses % Year: 20 ____
 (Refer to Paragraph B. in this endorsement.)

Federal share of terrorism losses % Year: 20 ____
 (Refer to Paragraph B. in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2006, the federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. For losses occurring in 2007, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. If the federal program is extended beyond 2007, the applicable percentage is shown in the Schedule of this endorsement or in the policy Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:
1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
 2. **Cancellation Of Policies In Effect**
 - a. **60 Days Or Less**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

 - (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph A.2.a.(2) below.
 - (2) 15 days before the effective date of cancellation if we cancel for any of the following reasons:
 - (a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
 - (d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
 - (e) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, that results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, that causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
 - (f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Insurance Department, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Insurance Department.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed in Paragraph A.2.a.(2) above, provided:

(1) We mail the first Named Insured written notice at least 15 days before the effective date of cancellation; and

(2) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured of the amount due.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Common Policy Condition:

7. If one of the reasons for cancellation in Paragraph A.2.a.(2) or D.2.b.(2) exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph C.3, below.

2. Conditional Renewal

If we conditionally renew this policy subject to a:

a. Change of limits;

b. Change in type of coverage;

c. Reduction of coverage;

d. Increased deductible;

e. Addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph C.3, below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs C.1, and C.2, above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

- d. If we violate any of the provisions of Paragraph C.3.a., b. or c. above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - (1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.
 - (2) On or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
 - e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
 - (1) Upon expiration of the 60 day period; or
 - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if we send the first Named Insured the conditional renewal notice at least 30 days prior to the expiration or anniversary date of the policy.
 - f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D.** The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
- 1. Items D.2. and D.3. apply if this policy meets the following conditions:
 - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
 - b. The policy insures:
 - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
 - (2) For loss of or damage to personal property other than farm personal property or business property; or
 - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
 - 2. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
 - 2. Procedure And Reasons For Cancellation**
 - a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. But if this policy:
 - (1) Has been in effect for more than 60 days; or
 - (2) Is a renewal of a policy we issued: we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (2) Conviction of a crime arising out of acts increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
 - (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

- (a) The effective date of cancellation of the insured's coverage; or
- (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

- (a) The expiration date of the policy; or
- (b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

- Commercial General Liability Coverage Part
- Employment-Related Practices Liability Coverage Part
- Farm Liability Coverage Form
- Liquor Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph C.3.d. above.

2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

CastlePoint Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. CPG7003835-07

Effective Date: 12/24/2007

"X" if Supplemental Declaration is attached

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>INCLUDED</u>

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Forms of Business
 Individual Limited Liability Company Joint Venture Partnership Trust Organization, Including a Corporation
 (But not including a Partnership, Joint Venture or Limited Liability Company)

Business Description:* **BUILDING OWNER / PRIVATE PARKING**

Location of All Premises You Own, Rent or Occupy

1) 327 BOND STREET	BROOKLYN	NY	11231
2) 385 CARROLL STREET	BROOKLYN	NY	11231
3) 387 CARROLL STREET	BROOKLYN	NY	11231
4) 401 CARROLL STREET	BROOKLYN	NY	11231
5) 426 PRESIDENT STREET	BROOKLYN	NY	11215

PREMIUM

Location	Classification	Code. No.	Premium Basis	Rate		Advance Premium	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
01	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500	240.172	INCL**	1,081	INCL**
02	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500 (a) Area (p) Payroll (s) Gross Sales (o) Other (Define)	240.172	INCL**	1,081	INCL**
Total Advance Premium \$						10,364	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Schedule of Forms and Endorsements SC HF

* Entry optional if shown in Common Policy Declarations

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

GL 150 (11/85)

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CastlePoint Insurance Company

**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Policy No: CPG7003835-07

LOCATION OF PREMISES							
Location of All Premises You Own, Rent or Occupy:							
3)	387 CARROLL STREET		BROOKLYN		NY	11231	
4)	401 CARROLL STREET		BROOKLYN		NY	11231	
5)	426 PRESIDENT STREET		BROOKLYN		NY	11215	
PREMIUM							
Location Number	Classification	Code No.	Premium Basis	Prem Ops	Rate Prod/Comp Ops	Advance Premium Ops	Premium Prod/Comp Ops
03	PARKING-PRIVATE	46622	(A) 4000	\$ 159.511	\$ INCL**	\$ 638	\$
04	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 2000	240.172	INCL**	480	
05	BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT	61226	(A) 2000	591.192	INCL**	1,182	
05	PARKING-PRIVATE	46622	(A) 15000	159.511	INCL**	2,393	
05	PARKING-PRIVATE	46622	(A) 8000	159.511	INCL**	1,276	
05	PARKING-PRIVATE	46622	(A) 14000	159.511	INCL**	2,233	
				Extension of Declarations -- Total Advance Premium \$			

GL 150 E(11/85)

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CastlePoint Insurance Company
COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No: CPG7003835-07

LOCATION OF PREMISES								
Location of All Premises You Own, Rent or Occupy:								
PREMIUM								
Location Number	Classification	Code. No.	Premium Basis	Prem Ops	Rate Prod/Comp Ops	Advance Prem Ops	Premium Prod/Comp Ops	\$
**PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT				\$	\$	\$	\$	
Extension of Declarations -- Total Advance Premium \$								

GL 150 E(11/85)

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UNITED NATIONAL SPECIALTY INSURANCE COMPANY
MILWAUKEE, WISCONSIN

RENEWAL CERTIFICATE
VALUABLE - ATTACH TO YOUR POLICY

Policy Number: L7188833

Named Insured: DANIEL TINNENY

Mailing Address: 15 COLD SPRING COURT
Street:

City: STATEN ISLAND
State & Zip Code: NY 10304

Renewal Period: From: December 24, 2006 To: December 24, 2007
at 12:01 A.M. Standard Time at the mailing address shown above.

Producer Name: Morstan General Agency
Address: P.O. BOX 4500
PO Box 4500

Producer Number: MANHASSET NY 11030-4500
01076

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY: CG0062-12/02, CG2173-12/02

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	\$10,279.00

TOTAL \$10,279.00

By: _____

Countersignature

11/08/06
EPA-100 (8-98)

ORIGINAL

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002

SCHEDULE*

Terrorism Premium (Certified Acts) \$ EXCLUDED

Additional Information, if any, concerning the terrorism premium:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure of Federal Participation In Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.



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UNITED NATIONAL SPECIALTY INSURANCE COMPANY
MILWAUKEE, WISCONSIN

RENEWAL CERTIFICATE
VALUABLE - ATTACH TO YOUR POLICY

Policy Number: L7188833

Named Insured: DANIEL TINNENY

Mailing Address: 15 COLD SPRING COURT
Street:

City: STATEN ISLAND
State & Zip Code: NY 10304

Renewal Period: From: December 24, 2005 To: December 24, 2006
at 12:01 A.M. Standard Time at the mailing address shown above.

Producer Name: Morstan General Agency
Address: P.O. BOX 4500
PO Box 4500

Producer Number: MANHASSET NY 11030-4500
01076

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY:IL 0985

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

PREMIUM

\$10,279.00

TOTAL

\$10,279.00

By: _____

Countersignature

ORIGINAL

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

EFFECTIVE DATE: December 24, 2004
12:01 A.M., Standard Time

POLICY NO.: L7188833

LIMITS OF INSURANCE							
General Aggregate Limit (Other Than Products-Completed Operations)	\$	2,000,000					
Products-Completed Operations Aggregate Limit	\$	INCLUDED					
Personal and Advertising Injury Limit	\$	1,000,000					
Each Occurrence Limit	\$	1,000,000					
Fire Damage Limit	\$	50,000	ANY ONE FIRE				
Medical Expense Limit	\$	5,000	ANY ONE PERSON				
RETROACTIVE DATE (CG 00 02 ONLY)							
Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:							
(Enter Date or "None" if no Retroactive Date applies)							
FORM OF BUSINESS							
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Organization (other than Partnership or Joint Venture)							
LOCATION OF PREMISES							
Location of All Premises You Own, Rent or Occupy:							
Loc #							
001	327 BOND STREET, BROOKLYN, NY						11231
002	385 CARROLL STREET, BROOKLYN, NY						11231
003	387 CARROLL STREET, BROOKLYN, NY						11231
004	401 CARROL STREET, BROOKLYN, NY						11231
005	426 PRESIDENT STREET, BROOKLYN, NY						11215
PREMIUM							
Loc #	Classification	Code No.	Premium Basis	Rate Pr/Co All Other	Advance Premium Pr/Co All Other		
001	BUILDINGS-BANK,-BY INS.-OT-NFP	61217	AREA 4500	INCL** 275.850	INCL** 1241		
002	BUILDINGS-BANK,-BY.-OT-NFP	61217	AREA 4500	INCL** 275.850	INCL** 1241		
003	PARKING -PRIVATE	46622	AREA 4000	INCL** 154.323	INCL** 617		
004	BUILDINGS-BANK,-BY INS.-OT-NFP	61217	AREA 2000	INCL** 275.850	INCL** 552		
005	BUILDINGS-OFFICE-OT-NFP	61226	AREA 2000	INCL** 458.398	INCL** 917		
005	PARKING-PRIVATE	46622	AREA 15000	INCL** 154.323	INCL** 2315		
005	PARKING-PRIVATE	46622	AREA 8000	INCL** 154.323	INCL** 1235		
005	PARKING-PRIVATE	46622	AREA 14000	INCL** 154.323	INCL** 2161		
** PRODUCTS COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT**							
Total Advance Premium					\$10,279.00		
FORMS AND ENDORSEMENTS							
SEE ATTACHED SCHEDULE OF POLICY FORMS AND ENDORSEMENTS SAA-100							



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UNITED NATIONAL SPECIALTY INSURANCE COMPANY
MILWAUKEE, WISCONSIN

RENEWAL CERTIFICATE
VALUABLE - ATTACH TO YOUR POLICY

Policy Number: L 7153610

Named Insured: DANIEL TINNEY

Mailing Address: 448 STOBE AVENUE
Street:

City: STATEN ISLAND
State & Zip Code: NY 10306

Renewal Period: From: June 16, 2004 To: June 16, 2005
at 12:01 A.M. Standard Time at the mailing address shown above.

JAMES GREENE & ASSOCIATES INC.
P.O. BOX 178
NORTHPORT, NY 11768

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY: JL0985 & CG2173 ADDED
SL2 & SL9 DELETED

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial General Liability Coverage Part

\$10,262.00

TOTAL

\$10,262.00

By: _____
Countersignature



UNITED NATIONAL SPECIALTY INSURANCE COMPANY
MILWAUKEE, WISCONSIN

RENEWAL CERTIFICATE
VALUABLE - ATTACH TO YOUR POLICY

Policy Number: L 7153610

Named Insured: DANIEL TINNEY

Mailing Address: 448 STOBE AVENUE
Street:

City: STATEN ISLAND
State & Zip Code: NY 10306

BUILDING

Renewal Period: From: June 16, 2003 To: June 16, 2004
at 12:01 A.M. Standard Time at the mailing address shown above.

Producer Name:
Address: JAMES GREENE & ASSOCIATES INC.
P.O. BOX 178
NORTHPORT, NY 11768

Producer Number:

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM SHOWN BELOW, THE COVERAGE INDICATED IS RENEWED AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE PREVIOUS POLICY INCLUDING FORMS AND ENDORSEMENTS, UNLESS OTHERWISE SPECIFIED. CHANGES IF ANY:

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

PREMIUM

\$10,262.00

TOTAL

\$10,262.00

By: _____
Countersignature

COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number L7153610

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

007 350 BOND ST, BKLYN, NY
 008 352 BOND ST, BKLYN, NY
 009 319-325 BOND ST., BKLYN, NY
 010 426 PRESIDENT ST, BKLYN, NY
 011 387 CARROLL ST., BKLYN, NY
 012 383 CARROLL ST, BKLYN, NY

PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
BLDGS OR PREMISES LOC#6	61212	AREA 500	INCLUDED	259.891	INCLUDED	130.
APART, TENEMENTS BOARDING OR ROOMIN						
HOUSES W/O ELVTR LOC#7	60022	UNITS 4	INCLUDED	249.865	INCLUDED	999.
BLDGS OR PREMISES IOC#8	61212	AREA 3000	INCLUDED	259.891	INCLUDED	780.
PARKING PRIVATE LOC#8	46622	AREA 2200	INCLUDED	162.320	INCLUDED	357.
PARKING PRIVATE LOC#9	46622	AREA 4000	INCLUDED	162.320	INCLUDED	649.
BLDGS OR PREMISES LOC#10	61212	AREA 900	INCLUDED	259.891	INCLUDED	234.
PARKING PRIVATE LOC#10	46622	AREA 8000	INCLUDED	162.320	INCLUDED	1,299.
BLDGS OR PREMISES LOC#11	61212	AREA 3800	INCLUDED	259.891	INCLUDED	988.
BLDGS OR PREMISES LOC#12	61212	AREA 2100	INCLUDED	259.891	INCLUDED	546.

Extension of Declarations - Total Advance Premium \$ See CL-150

USF INSURANCE COMPANY

293 EISENHOWER PARKWAY
LIVINGSTON, NEW JERSEY 07039

RENEWAL CERTIFICATE

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY.

RENEWAL OF POLICY NO.

24-BM-0013420 -0

NAMED INSURED & MAILING ADDRESS	PRODUCER NAME & ADDRESS
DANIEL TINNENY 448 STOBE AVENUE STATEN ISLAND, NY 10306	BENCHMARK MANAGEMENT GROUP LLC 90 BROAD STREET, 16TH FLOOR NEW YORK, NY 10004

IN RETURN FOR THE PAYMENT OF THE ADDITIONAL PREMIUM CHARGE SET FORTH HEREIN, POLICY NO. 24-BM-0013420 - 1 IS HEREBY RENEWED FOR THE PERIOD SHOWN BELOW, WITH ALL COVERAGE, LIMITS, TERMS, CONDITIONS, LIMITATIONS AND ENDORSEMENTS APPLYING AS EXPIRING, UNLESS OTHERWISE INDICATED HEREIN.

IF DURING THE PERIOD THAT INSURANCE IS IN FORCE UNDER SAID POLICY OR AS RENEWED BY THIS CERTIFICATE, THE POLICY, ANY AUTHORIZED ENDORSEMENTS OR FILED RULES AND REGULATIONS AFFECTING THE SAME, ARE REVISED BY STATUTE OR OTHERWISE, SO AS TO EXTEND OR BROADEN THIS INSURANCE WITHOUT ADDITIONAL PREMIUM CHARGE, SUCH EXTENDED OR BROADENED INSURANCE SHALL INURE TO THE BENEFIT OF THE ASSURED HEREUNDER.

RENEWAL PERIOD: FROM 5/29/2001 TO 5/29/2002

COVERAGES

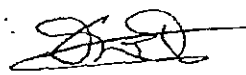
PROPERTY	LIMIT OF				ADDITIONAL
LOC. OCCUP. CONST COVERAGE	INSURANCE	DED.	COINS	RATE	PREMIUM
	\$				\$
	\$				\$
	\$				\$
	\$				\$
GENERAL LIABILITY	LIMIT OF	CODE	PREMIUM		
	INSURANCE	NUMBER	BASIS	RATE	ADDITIONAL
					PREMIUM
GENERAL AGGREGATE	\$				\$
PROD/COMP. Ops. AGGREGATE	\$				\$
PERSONAL & ADVERTISING INJURY	\$				\$
EACH OCCURRENCE	\$				\$
FIRE DAMAGE (ANY ONE FIRE)	\$				\$
MEDICAL EXPENSE (ANY ONE PERSON)	\$				\$
TOTAL ADDITIONAL PREMIUM: \$ 10,635.00 + N.Y.F.I.F.: \$ 57.13					

ADDITIONAL FORM(S) AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE:

THIS RENEWAL CERTIFICATE SHALL HAVE THE SAME STATUS AS THOUGH A NEW POLICY HAS BEEN WRITTEN WITH SIMILAR PROVISIONS, STIPULATIONS AND AGREEMENTS.

MORTGAGEE:

COUNTERSIGNED:

BY: 
May 16, 2001
AUTHORIZED SIGNATURE

USF INSURANCE COMPANY

293 EISENHOWER PARKWAY
LIVINGSTON, NEW JERSEY 07039

RENEWAL CERTIFICATE

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY.

RENEWAL OF POLICY NO.
24-BM-0013420 -9

NAMED INSURED & MAILING ADDRESS	PRODUCER NAME & ADDRESS
DANIEL TINNENY 448 STOBE AVENUE STATEN ISLAND , NY 10306	BENCHMARK MANAGEMENT GROUP LLC 90 BROAD STREET, 16TH FLOOR NEW YORK , NY 10004

IN RETURN FOR THE PAYMENT OF THE ADDITIONAL PREMIUM CHARGE SET FORTH HEREIN, POLICY NO. 24-BM-0013420 - 0 IS HEREBY RENEWED FOR THE PERIOD SHOWN BELOW, WITH ALL COVERAGE, LIMITS, TERMS, CONDITIONS, LIMITATIONS AND ENDORSEMENTS APPLYING AS EXPIRING, UNLESS OTHERWISE INDICATED HEREIN.

IF DURING THE PERIOD THAT INSURANCE IS IN FORCE UNDER SAID POLICY OR AS RENEWED BY THIS CERTIFICATE, THE POLICY, ANY AUTHORIZED ENDORSEMENTS OR FILED RULES AND REGULATIONS AFFECTING THE SAME, ARE REVISED BY STATUTE OR OTHERWISE, SO AS TO EXTEND OR BROADEN THIS INSURANCE WITHOUT ADDITIONAL PREMIUM CHARGE, SUCH EXTENDED OR BROADENED INSURANCE SHALL INURE TO THE BENEFIT OF THE ASSURED HEREUNDER.

RENEWAL PERIOD: FROM 5/29/2000 TO 5/29/2001

COVERAGES

PROPERTY	LIMIT OF				ADDITIONAL
LOC. OCCUP. CONST COVERAGE	INSURANCE	DED.	COINS	RATE	PREMIUM
	\$				\$
	\$				\$
	\$				\$
	\$				\$
GENERAL LIABILITY	LIMIT OF	CODE	PREMIUM		
	INSURANCE	NUMBER	BASIS	RATE	ADDITIONAL PREMIUM
GENERAL AGGREGATE	\$				\$
PROD/COMP. OPS. AGGREGATE	\$				\$
PERSONAL & ADVERTISING INJURY	\$				\$
EACH OCCURRENCE	\$				\$
FIRE DAMAGE (ANY ONE FIRE)	\$				\$
MEDICAL EXPENSE (ANY ONE PERSON)	\$				\$
TOTAL ADDITIONAL PREMIUM: \$ 9,953.00				+ N.Y.F.I.F.:	\$ 57.13

ADDITIONAL FORM(S) AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUE:

THIS RENEWAL CERTIFICATE SHALL HAVE THE SAME STATUS AS THOUGH A NEW POLICY HAS BEEN WRITTEN WITH SIMILAR PROVISIONS, STIPULATIONS AND AGREEMENTS.

MORTGAGEE:

COUNTERSIGNED:

USFIC RC1-7/99

BY:

Robert L. Lewis

AUTHORIZED SIGNATURE

USF INSURANCE COMPANY

100 CAMPUS DRIVE FLORHAM PARK, NJ 07932

COMMON POLICY

DECLARATIONS

POLICY NO. 24-BM-0013420-9/000

NAMED INSURED AND MAILING ADDRESS

DANIEL TINNENY
448 STOBE AVENUE
STATEN ISLAND NY 10306

AGENCY AND MAILING ADDRESS

BENCHMARK MANAGEMENT GROUP LLC
90 BROAD STREET, 16TH FLOOR
NEW YORK NY 10004

POLICY PERIOD: From 05/29/1999 to 05/29/2000 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
THE NAMED INSURED IS : INDIVIDUAL BUSINESS DESC :

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL PROPERTY	6,089
COMMERCIAL GENERAL LIABILITY	4,521
COMMERCIAL CRIME	NOT COVERED
COMMERCIAL INLAND MARINE	NOT COVERED
ESTIMATED TOTAL PREMIUM	\$10,610
NEW YORK FIRE INSURANCE FEE	57.13
GRAND TOTAL	\$10,667.13

1-917-593-7790

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

11.0017 (11-85) 11.0268 (09-95)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: FLORHAM PARK, NJ

DATE: 06-02-99

BY:

Stephanie L. Lerner

AUTHORIZED REPRESENTATIVE

MORSTAN GENERAL AGENCY, INC. 0000000005
06-03-99

Producer copy
Page 1 of 12



Reliance National Indemnity Company

A Reliance Group Holding Company
Home Office: Madison, Wisconsin
Administrative Office: 77 Water Street, New York, NY 10005

Policy No: NGB1825760

Renewal of NGB 1082553

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

Named Insured and P.O. Address (No., Street, Town, County, State, Zip)

DANIEL TINNENY
448 STOKE AVENUE
STATEN ISLAND NY 10306

Producer Code, Name and Address

FIRST CAPITAL AGENCY INC.
185 GREAT NECK
GREAT NECK NEW YORK 11021

Policy Period: From 03/08/99 To: 03/08/00
at 12:01 A.M., Standard Time at your mailing address shown above.

Business Description: MERCANTILE BLDGS, WAREHOUSES, VAC. LANDS.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Part	\$ NOT COVERED
Commercial General Liability Coverage Part	\$ 5,349.00
Commercial Crime Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Automobile Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$ 5,349.00

*Bill -
+ Bill
new p 2e*

*3/2-5/29
EP # 1223*

Premium shown is payable: \$ 5,349.00 at inception; \$ 1st Anniversary; \$ 2nd Anniversary

Form(s) and Endorsement(s) made a part of this policy at time of issue*:
SEE FORM JDL 190(2)-0 (ED 11/85) ATTACHED

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the company.

Jeffrey A. Welikson
Secretary

[Signature]
President

Countersigned by Authorized Representative _____ Date _____

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENT, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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RN 00 P002 01 0496

CastlePoint Insurance Company

120 Broadway, 31st Floor
New York, NY 10271-3199

COMMERCIAL LINES POLICY COMMON POLICY RENEWAL CERTIFICATE

Policy Number: CPG7003835-08

RENEWAL CPG7003835-07

Name Insured and Mailing Address:

DANIEL TINNENY

15 COLD SPRING COURT
STATEN ISLAND NY 10304

Producer and Mailing Address:

MORSTAN GENERAL AGENCY INC.
600 COMMUNITY DRIVE
P.O. BOX 4500
MANHASSET NY 11030

The policy period is from 12/24/2008 to 12/24/2009 12:01 A.M. Standard Time at your mailing address shown above.

This is a valuable document. In consideration of payment of the Renewal premium indicated, the policy is hereby renewed by us for the period stated, subject to all agreements, stipulations, provisions, conditions, and limitations thereof and endorsements thereto, except as stated below. It shall further be subject to any additional endorsements applying during the renewal period.

This renewal certificate shall have the same status as though a new policy had been written with similar provisions, stipulations and agreements. If during the period that insurance is in force under said policy or as renewed by this certificate, the policy, any authorized endorsements or filed rules and regulations affecting the same are revised by statute or otherwise, so as to extend or broaden this insurance without additional premium charge, such extended or broadened insurance shall insure to the benefit of the assured hereunder.

Business Description: BUILDING OWNER / PRIVATE PARKING

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	<u>PREMIUM</u>
COMMERCIAL AUTO COVERAGE PART	_____
COMMERCIAL CRIME COVERAGE PART	_____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	10,364.00
COMMERCIAL INLAND MARINE COVERAGE PART	_____
COMMERCIAL PROPERTY COVERAGE PART	_____
DIRECTOR'S AND OFFICER'S LIABILITY COVERAGE PART	_____
CERTIFIED TERRORISM LOSS PREMIUM	_____
TOTAL	10,364.00

Forms applicable to all Coverage Parts: (Show Numbers)*

See Schedule of Forms and Endorsement SC HF

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Renewal Certificate

Countersigned: 11/06/08

By


(Authorized Representative)

THIS RENEWAL CERTIFICATE TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART RENEWAL CERTIFICATE, COVERAGE PART FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY RENEWAL.

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IL 0019B (2/08)

SUB-PRODUCER

This Schedule effective 12:01 A.M. 12/24/2008 forms a part of

DANIEL TINNENY

Policy No. CPG7003835-08 Issued to _____

CastlePoint Insurance Company

Schedule-F

Schedule "F"- Forms, Endorsements and Schedules

Form No	Edition Date	Description
IL0019B (02/08)		RENEWAL CERTIFICATE
IL 09 85 (01/08)		DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
GL 150 (11/85)		GENERAL LIABILITY DECLARATIONS
GL 150 E (11/85)		GENERAL LIABILITY EXTENSION OF DECLARATIONS
CG 21 44 (07/98)		LIMITATION OF COVERAGE TO DESIGNED PREMISES/PROJECT
CG 21 73 (01/08)		EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG9 07 02 (01/08)		RESTRICTIONS OF TERRORISM COVERAGE

CastlePoint Insurance Company

Schedule-F (cont)

Schedule "F"- Forms, Endorsements and Schedules

Form No	Edition Date	Description
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Misc Forms

ATTACHED IS A LIST OF FORMS WHICH ARE INCLUDED IN THE POLICY SUPPLEMENT OF YOUR EXPIRING POLICY. THE FORMS LISTED HERE AND ATTACHED ARE EITHER ADDED TO YOUR POLICY OR CONTAIN VARIABLE TEXT. THEY HAVE BEEN ATTACHED TO ILLUSTRATE THE WORDING ON THESE FORMS. ALL REMAINING FORMS ON YOUR PRIOR POLICY WHILE NOT DISPLAYED ON YOUR RENEWAL CERTIFICATE, REMAIN IN EFFECT ON RENEWAL.

SC HF

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$ EXCLUDED

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CastlePoint Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. CPG7003835-08

Effective Date: 12/24/2008

"X" if Supplemental Declaration is attached

LIMITS OF INSURANCE							
EACH OCCURRENCE LIMIT				\$	<u>1,000,000</u>		
DAMAGE TO PREMISES RENTED TO YOU LIMIT				\$	<u>100,000</u>	Any one premises	
MEDICAL EXPENSE LIMIT				\$	<u>5,000</u>	Any one person	
PERSONAL & ADVERTISING INJURY LIMIT				\$	<u>1,000,000</u>	Any one person or organization	
GENERAL AGGREGATE LIMIT				\$	<u>2,000,000</u>		
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT				\$	<u>INCLUDED</u>		
BUSINESS DESCRIPTION AND LOCATION OF PREMISES							
Forms of Business							
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Organization, Including a Corporation (But not including a Partnership, Joint Venture or Limited Liability Company)							
Business Description: * BUILDING OWNER / PRIVATE PARKING							
Location of All Premises You Own, Rent or Occupy							
1)	327 BOND STREET	BROOKLYN	NY	11231			
2)	365 383 CARROLL STREET	BROOKLYN	NY	11231			
3)	387 CARROLL STREET	BROOKLYN	NY	11231			
4)	401 CARROLL STREET	BROOKLYN	NY	11231			
5)	426 PRESIDENT STREET	BROOKLYN	NY	11215			
PREMIUM							
Location	Classification	Code. No.	Premium Basis	Rate		Advance Premium	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
01	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500	240.172	INCL**	1,081	INCL**
02	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500 (a) Area (p) Payroll (s) Gross Sales (o) Other (Define)	240.172	INCL**	1,081	INCL**
Total Advance Premium \$						10,364	
FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)							
Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:							
See Schedule of Forms and Endorsements SC HF							

* Entry optional if shown in Common Policy Declarations

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD
 GL 150 (11/85)

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CastlePoint Insurance Company
COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No: CPG7003835-08

LOCATION OF PREMISES								
Location of All Premises You Own, Rent or Occupy:								
3)	387 CARROLL STREET		BROOKLYN		NY	11231		
4)	401 CARROLL STREET		BROOKLYN		NY	11231		
5)	426 PRESIDENT STREET		BROOKLYN		NY	11215		
PREMIUM								
Location Number	Classification	Code. No.	Premium Basis	Prem Ops	Rate Prod/Comp Ops	Advance Premium Ops	Premium Ops	Prod/Comp Ops
03	PARKING-PRIVATE	46622	(A) 4000	\$ 159.511	\$ INCL**	\$ 638	\$	\$
04	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 2000	240.172	INCL**	480		
05	BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT	61226	(A) 2000	591.192	INCL**	1,182		
05	PARKING-PRIVATE	46622	(A) 15000	159.511	INCL**	2,393		
05	PARKING-PRIVATE	46622	(A) 8000	159.511	INCL**	1,276		
05	PARKING-PRIVATE	46622	(A) 14000	159.511	INCL**	2,233		
**BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED- OTHER THAN NOT-FOR-PROFIT								
Extension of Declarations -- Total Advance Premium \$								

GL 150 E(11/85)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: SEE FORMS GL150 & GL150E FOR SCHEDULE OF LOCATIONS 1 THRU 5
Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NOTICE TO POLICYHOLDERS**RESTRICTIONS OF TERRORISM COVERAGE**

This Notice has been prepared in conjunction with the implementation of changes related to coverage of terrorism under your policy. It contains a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in the terrorism endorsement in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

YOUR PREVIOUS POLICY:

This policy contains an endorsement excluding coverage for "certified acts of terrorism", which is more fully defined in the endorsement but involves acts of terrorism by or on behalf of a foreign interest.

YOUR RENEWAL POLICY:

This policy contains an endorsement excluding coverage for "certified acts of terrorism", which is more fully defined in the endorsement but involves acts of terrorism certified as such under the federal Terrorism Risk Insurance Program. The reauthorization of Terrorism Risk Insurance Program revised the definition of a certified act of terrorism to eliminate the requirements that the individual(s) are acting on behalf of any foreign person or foreign interest as such the exclusion on your policy is broader thereby further restricting coverage for an act of terrorism. Refer to the terrorism endorsement for the definition of "certified acts of terrorism". Refer to the endorsement, and to the rest of the insurance contract, for provisions that govern coverage for, or that exclude coverage for, losses arising from terrorism.

CastlePoint Insurance Company

120 Broadway, 31st Floor
New York, NY 10271-3199

COMMERCIAL LINES POLICY COMMON POLICY RENEWAL CERTIFICATE

Policy Number: CPG7003835-09

Renewal Of: CPG7003835-08

Name Insured and Mailing Address:

DANIEL TINNENY

15 COLD SPRING COURT
STATEN ISLAND

NY 10304

Producer and Mailing Address:

MORSTAN GENERAL AGENCY INC.
600 COMMUNITY DRIVE
P.O. BOX 4500
MANHASSET

NY 11030

The policy period is from 12/24/2009 to 12/24/2010 12:01 A.M. Standard Time at your mailing address shown above.

This is a valuable document. In consideration of payment of the Renewal premium indicated, the policy is hereby renewed by us for the period stated, subject to all agreements, stipulations, provisions, conditions, and limitations thereof and endorsements thereto, except as stated below. It shall further be subject to any additional endorsements applying during the renewal period.

This renewal certificate shall have the same status as though a new policy had been written with similar provisions, stipulations and agreements. If during the period that insurance is in force under said policy or as renewed by this certificate, the policy, any authorized endorsements or filed rules and regulations affecting the same are revised by statute or otherwise, so as to extend or broaden this insurance without additional premium charge, such extended or broadened insurance shall insure to the benefit of the assured hereunder.

Business Description: BUILDING OWNER / PRIVATE PARKING

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	<u>PREMIUM</u>
COMMERCIAL AUTO COVERAGE PART	_____
COMMERCIAL CRIME COVERAGE PART	_____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	10,364.00
COMMERCIAL INLAND MARINE COVERAGE PART	_____
COMMERCIAL PROPERTY COVERAGE PART	_____
DIRECTOR'S AND OFFICER'S LIABILITY COVERAGE PART	_____
CERTIFIED TERRORISM LOSS PREMIUM	_____
NY FIRE FEE	_____
NJ SURCHARGE	_____
TOTAL	10,364.00

Attached is a list of forms which supplement your expiring policy. The forms listed here and attached are either added to your policy or contain variable text. They have been attached to illustrate the wording on these forms. All remaining forms on your prior policy while not displayed on your renewal certificate remain in effect on renewal.

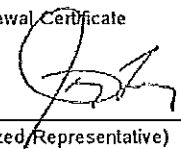
Forms applicable to all Coverage Parts: (Show Numbers)*

See Schedule of Forms and Endorsement SC HF

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Renewal Certificate

Countersigned: 11/17/2009

By



(Authorized Representative)

THIS RENEWAL CERTIFICATE TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART RENEWAL CERTIFICATE, COVERAGE PART FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY RENEWAL

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IL 0019B (5/09)

SUB-PRODUCER

This Schedule effective 12:01 A.M. 12/24/2009 forms a part of

DANIEL TINNENY

Policy No. CPG7003835-09 Issued to _____

CastlePoint Insurance Company

Schedule-F

Schedule "F"- Forms, Endorsements and Schedules

Form No	Edition Date	Description
IL0019B (05/09)		RENEWAL CERTIFICATE
IL 09 85 (01/08)		DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
GL 150 (11/85)		GENERAL LIABILITY DECLARATIONS
GL 150 E (11/85)		GENERAL LIABILITY EXTENSION OF DECLARATIONS
CG9 07 11 (05/09)		NOTICE TO POLICYHOLDERS
CG 00 68 (05/09)		RECORDING & DIST OF MATERIAL OR INFO IN VIOLATION
CG 21 32 (05/09)		EXCL-COMMUNICABLE DISEASE
CG 21 44 (07/98)		LIMITATION OF COVERAGE TO DESIGNED PREMISES/PROJECT
CG 21 73 (01/08)		EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$ EXCLUDED

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CastlePoint Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. CPG7003835-09

Effective Date: 12/24/2009

"X" if Supplemental Declaration is attached

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>INCLUDED</u>

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Forms of Business
 Individual Limited Liability Company Joint Venture Partnership Trust Organization, Including a Corporation
 (But not including a Partnership, Joint Venture or Limited Liability Company)

Business Description: * BUILDING OWNER / PRIVATE PARKING

Location of All Premises You Own, Rent or Occupy

1) 327 BOND STREET	BROOKLYN	NY	11231
2) 385 CARROLL STREET	BROOKLYN	NY	11231
3) 387 CARROLL STREET	BROOKLYN	NY	11231
4) 401 CARROLL STREET	BROOKLYN	NY	11231
5) 426 PRESIDENT STREET	BROOKLYN	NY	11215

PREMIUM

Location	Classification	Code. No.	Premium Basis	Rate		Advance Premium	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
01	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500	240.172	INCL**	1,081	INCL**
02	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500 (a) Area (p) Payroll (s) Gross Sales (o) Other (Define)	240.172	INCL**	1,081	INCL**
Total Advance Premium \$						10,364	

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Schedule of Forms and Endorsements SC HF

* Entry optional if shown in Common Policy Declarations

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD

GL 150 (11/85)

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CastlePoint Insurance Company
COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy No: CPG7003835-09

LOCATION OF PREMISES								
Location of All Premises You Own, Rent or Occupy:								
3)	387 CARROLL STREET	BROOKLYN	NY	11231				
4)	401 CARROLL STREET	BROOKLYN	NY	11231				
5)	426 PRESIDENT STREET	BROOKLYN	NY	11215				
PREMIUM								
Location Number	Classification	Code No.	Premium Basis	Prem Ops	Rate Prod/Comp Ops	Advance Premium Ops	Premium Prod/Comp Ops	
03	PARKING-PRIVATE	46622	(A) 4000	\$ 159.511	\$ INCL**	\$	638 \$	
04	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 2000	240.172	INCL**		480	
05	BUILDINGS OR PREMISES - OFFICE - OTHER THAN NOT-FOR-PROFIT	61226	(A) 2000	591.192	INCL**		1,182	
05	PARKING-PRIVATE	46622	(A) 15,000	159.511	INCL**		2,393	
05	PARKING-PRIVATE	46622	(A) 8000	159.511	INCL**		1,276	
05	PARKING-PRIVATE	46622	(A) 14,000	159.511	INCL**		2,233	
**BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED- OTHER THAN NOT-FOR-PROFIT								
Extension of Declarations -- Total Advance Premium \$								

GL 150 E(11/85)

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NOTICE TO POLICYHOLDERS

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsements, which applies to your renewal policy being issued by us:

- **Recording And Distribution Of Material Or Information In Violation Of Law Exclusion Endorsement - CG 00 68 05 09**

This endorsement replaces the current Distribution Of Material In Violation Of Statutes Exclusion in your policy with a revised exclusion, newly titled Recording And Distribution Of Material Or Information In Violation Of Law Exclusion. The revised exclusion contains language that elaborates on the intent of the Distribution Of Material In Violation Of Statutes Exclusion to reflect that, in addition to the TCPA and CAN-SPAM Act of 2003, the exclusion will more explicitly exclude liability coverage for bodily injury, property damage or personal and advertising injury arising out of any action or omission that violates, or is alleged to violate, the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA) and any other similar federal, state or local statute, ordinance or regulation concerning disposal and dissemination of personal information.

- **Communicable Disease Exclusion Endorsement CG 21 32 05 09**

When a Communicable Disease Exclusion endorsement is attached to your policy, coverage is excluded for liability arising out of the actual or alleged transmission of a communicable disease.

The attachment of either of these endorsements may result in a reduction of coverage.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: SEE FORMS GL150 & GL150E FOR SCHEDULE OF LOCATIONS 1 THRU 5
Project:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

CastlePoint Insurance Company

120 Broadway, 31st Floor
New York, NY 10271-3199

COMMERCIAL LINES POLICY COMMON POLICY RENEWAL CERTIFICATE

Policy Number: CPG7003835-10
Renewal Of: CPG7003835-09

Name Insured and Mailing Address:

DANIEL TINNENY
15 COLD SPRING COURT
STATEN ISLAND NY 10304

Producer and Mailing Address:

MORSTAN GENERAL AGENCY INC.
600 COMMUNITY DRIVE
P.O. BOX 4500
MANHASSET NY 11030

The policy period is from 12/24/2010 to 12/24/2011 12:01 A.M. Standard Time at your mailing address shown above.

This is a valuable document. In consideration of payment of the Renewal premium indicated, the policy is hereby renewed by us for the period stated, subject to all agreements, stipulations, provisions, conditions, and limitations thereof and endorsements thereto, except as stated below. It shall further be subject to any additional endorsements applying during the renewal period.

This renewal certificate shall have the same status as though a new policy had been written with similar provisions, stipulations and agreements. If during the period that insurance is in force under said policy or as renewed by this certificate, the policy, any authorized endorsements or filed rules and regulations affecting the same are revised by statute or otherwise, so as to extend or broaden this insurance without additional premium charge, such extended or broadened insurance shall insure to the benefit of the assured hereunder.

Business Description: BUILDING OWNER / PRIVATE PARKING

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following Coverage Parts for which a premium is indicated. This premium may be subject to adjustment.

	<u>PREMIUM</u>
COMMERCIAL AUTO COVERAGE PART	_____
COMMERCIAL CRIME COVERAGE PART	_____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	10,364.00
COMMERCIAL INLAND MARINE COVERAGE PART	_____
COMMERCIAL PROPERTY COVERAGE PART	_____
DIRECTOR'S AND OFFICER'S LIABILITY COVERAGE PART	_____
CERTIFIED TERRORISM LOSS PREMIUM	_____
NY FIRE FEE	_____
NJ SURCHARGE	_____
TOTAL	10,364.00

Attached is a list of forms which supplement your expiring policy. The forms listed here and attached are either added to your policy or contain variable text. They have been attached to illustrate the wording on these forms. All remaining forms on your prior policy while not displayed on your renewal certificate remain in effect on renewal.

Forms applicable to all Coverage Parts: (Show Numbers)*

See Schedule of Forms and Endorsement SC HF

* Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Renewal Certificate

Countersigned: 11/30/10

By  (Authorized Representative)

THIS RENEWAL CERTIFICATE TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART RENEWAL CERTIFICATE, COVERAGE PART FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY RENEWAL.

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IL 0019B (5/09)

INSURED

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$EXCLUDED

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable Insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

CastlePoint Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. CPG7003835-10

Effective Date: 12/24/2010

"X" If Supplemental Declaration is attached

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>INCLUDED</u>

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Forms of Business
 Individual Limited Liability Company Joint Venture Partnership Trust Organization, Including a Corporation
 (But not including a Partnership, Joint Venture or Limited Liability Company)

Business Description:* BUILDING OWNER / PRIVATE PARKING

Location of All Premises You Own, Rent or Occupy

1) 327 BOND STREET	BROOKLYN	NY	11231
2) 385 CARROLL STREET	BROOKLYN	NY	11231
3) 387 CARROLL STREET	BROOKLYN	NY	11231
4) 401 CARROLL STREET	BROOKLYN	NY	11231
5) 426 PRESIDENT STREET	BROOKLYN	NY	11215

PREMIUM

Location	Classification	Code. No.	Premium Basis	Rate		Advance Premium	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
01	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500	240.172	INCL**	1,081	INCL**
02	BUILDINGS OR PREMISES-BANK OR OFFICE-MERCANTILE OR MANUFACTURING MAINTAINED BY THE INSURED-OTHER THAN NOT-FOR-PROFIT	61217	(A) 4500 (a) Area (p) Payroll (s) Gross Sales (o) Other (Define)	240.172	INCL**	1,081	INCL**
Total Advance Premium						\$	10,364

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Schedule of Forms and Endorsements SC HF

* Entry optional if shown in Common Policy Declarations

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD
 GL 150 (11/85)

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**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury- in concurrence with the Secretary of State, and the Attorney General of the United States- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase coverage for an "act of terrorism", as defined in the Act, for a premium of \$ <u>363</u>
	I hereby reject coverage for an "act of terrorism" as defined in the Act, and understand there will be no coverage for losses arising out of any such acts.

IF YOU DO NOT RESPOND TO THIS NOTIFICATION YOUR SELECTION OF ACCEPTANCE OR REJECTIONS OF TERRORISM INSURANCE COVERAGE WILL CONTINUE AS PER YOUR SELECTION ON YOUR EXISTING POLICY.

Policyholder/Applicant's Signature

CastlePoint

Insurance Company

DANIEL TINNEY

Print Name

CPG700383510

Policy Number

This Schedule effective 12:01 A.M. 12/24/2010 forms a part of

Policy No. CPG7003835-10 Issued to DANIEL TINNENY

CastlePoint Insurance Company

Schedule-F

Schedule "F"- Forms, Endorsements and Schedules

Form No	Edition Date	Description
IL0019B (05/09)		RENEWAL CERTIFICATE
IL 09 85 (01/08)		DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
GL 150 (11/85)		GENERAL LIABILITY DECLARATIONS
GL 150 E (11/85)		GENERAL LIABILITY EXTENSION OF DECLARATIONS
CG 21 44 (07/98)		LIMITATION OF COVERAGE TO DESIGNED PREMISES/PROJECT
CG 21 73 (01/08)		EXCLUSION OF CERTIFIED ACTS OF TERRORISM